

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES 1 2	
3 AMENDMENT/MODIFICATION NO 000061	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)	
6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7 ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Debbie R. Matthews Procurement Office/PS33 Marshall Space Flight Center AL 35812	CODE MSFC	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILL TECHNOLOGY INC Attn: Crystal Shell 1570 The Boardwalk HUNTSVILLE AL 35816-0000		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)	
CODE 1RCMO	FACILITY CODE	x 10A MODIFICATION OF CONTRACT/ORDER NO NNM07A277C	10B DATED (SEE ITEM 13) 03/20/2007	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15 and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) FAR 52.243-2 Changes-Cost-Reimbursement

**E. IMPORTANT:** Contractor [ ] is not, [x] is required to sign this document and return \_\_\_\_\_ 2 \_\_\_\_\_ copies to the issuing office

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

1. The purpose of this Supplemental Agreement for work within scope modification is to:

(a) decrease labor escalation rates in the amount of (b)(4) until September 30, 2011 for all WTI Employees;

(b) decrease PWS 3.0 Organizational & Leadership Development Support in the amount of (b)(4) for Level I, II & III Org. Development Specialist, from March 7, 2011 through September 30, 2011;

(c) decrease PWS 3.0 Organizational & Leadership Development Support in the amount of (b)(4) for Technical Trainer Coordinators from March 7, 2011 through September 30, 2011;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A as heretofore changed remains unchanged and in full force and effect

15A (b)(4)	(b)(4)	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Penn	
15B (b)(4)	15C DATE SIGNED 4-8-11	15B UNITED STATES OF AMERICA 	16C DATE SIGNED 4-8-11

NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and</p> <p>(d) decrease PWS 3.0 Organizational &amp; Leadership Development Support in the amount of (b)(4) labor escalation rates withheld until 09/30/2011, for all (b)(4) employees from March 7, 2011 through September 30, 2011; thereby the net result of (a), (b), (c), and (d), the Total Contract Value and Potential Contract Value is decrease by (\$384,425) from \$35,332,620 to \$34,948,195.</p> <p>MODIFICATION 61 SUMMARY</p> <p>Potential Contract Value            Previous      \$35,332,620.00            This Mod      (384,425.00)            Total          \$34,948,195.00</p> <p>2. Revisions to Clause B.4, Table B-1, Estimated Cost and Incentive Fees to effect changes for this modification will be updated at later date.</p> <p>3. Contractor's Statement of Release</p> <p>In consideration of the modification agreed to herein as completed equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal listed below, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change and/or contractor proposal, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: Modification No. 61 to Contract NNM07AA77C.            Contractor Proposal Number: WTI-030911.</p> <p>4. All of the terms and conditions remain unchanged.            FOB: Destination</p>				