

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES  
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2. AMENDMENT/MODIFICATION NO. 000065 3. EFFECTIVE DATE 06/01/2011 4. REQUISITION/PURCHASE REQ. NO. 4200389305 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE MSFC NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812  
 7. ADMINISTERED BY (If other than Item 6) CODE MSFC NASA/Marshall Space Flight Center Debbie R. Matthews Procurement Office/PS33 Marshall Space Flight Center AL 35812

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)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA77C

10B. DATED (SEE ITEM 13) 03/20/2007

CODE 1RCMO FACILITY CODE

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) Net Increase: \$123,293.00  
 See Schedule

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).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes -- Cost Reimbursable  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  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(s) of this modification are to:  
 (a) Definitize contractors proposal to reduce level of support for Option IV, Contract Year 5, for the period June 1, 2011 through contract end March 31, 2012. These changes result in an overall decrease in the potential contract value in the amount of \$1,140,883, from \$34,374,449 to \$33,233,566; and  
 (b) Provide incremental funding in the amount of \$123,293; thereby increasing total funds allotted from \$21,451,488.67 to \$21,574,781.67. The anticipated funded through date is June 1, 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. NAME AND TITLE OF SIGNER (Type or print) (b)(4)  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn

(b)(4) 15C. DATE SIGNED 5-27-11 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) 16C. DATE SIGNED 5-27-11

NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Clause B.2 Table B.1, Estimated Cost and Incentive Fee, will be provided under separate cover</p> <p>Clause B.6 CONTRACT FUNDING (1852.232-81) (JUNE 1990)</p> <p>3. Contractor's Statement of Release</p> <p>In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) 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(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: Contract Modification 65 Contractor Proposal: WTI-05162011, dated April 21, 2011</p> <p>4. All other terms and conditions remain unchanged and in full force and affect.</p> <p>LIST OF CHANGES: Reason for Modification : Change Order Total Amount for this Modification: -\$1,140,883.00 New Total Potential Contract Value for this Award: \$33,233,566.00 Obligated Amount for this Modification: \$123,293.00 New Total Obligated Amount for this Award: \$21,574,781.67 Incremental Funded Amount changed: from \$21,451,488.67 to \$21,574,781.67</p> <p>Accounting and Appropriation Data:</p> <p>PR 4200389305 Account code: 62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2 510/62/CASX12011D/361N/1/2 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Center 62OS01 GI Account 6100.2511 Order FC000000 Amount: \$21,643.00  Account code: 62HS30/6100.2511/62/FC000000/215952.07.01.08.02/00 0/2510/62/EXPX22011D/029N/2/3 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$20,000.00  Account code: 62HS30/6100.2511/62/FC000000/215952.07.01.08.03/00 0/2510/62/EXPX22011D/029N/3/4 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$5,000.00  Account code: 62HS30/6100.2511/62/FC000000/215952.07.01.08.05/00 0/2510/62/EXPX22011D/029N/4/5 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$1,200.00  Account code: 62HS30/6100.2511/62/FC000000/424606.01.17.07.04/00 0/2510/62/EXCX22011D/733B/5/6 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$15,000.00  Account code: 62HS30/6100.2511/62/FC000000/424606.01.17.07.01/00 0/2510/62/EXCX22011D/733B/6/7 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$40,000.00  Account code: 62HS30/6100.2511/62/FC000000/347605.02.06/000/2510 /62/EDUX22011D/833A/7/8 Cost Center 62HS30 GI Account 6100.2511 Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order FC000000 Amount: \$4,700.00  Account code: 62HS30/6100.2511/62/FC000000/215952.07.01.08.08/00 0/2510/62/EXPX22011D/029N/8/9 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$4,700.00  Account code: 62HS30/6100.2511/62/FC000000/215952.07.01.08.05/00 0/2510/62/EXPX22011D/029N/2/44 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$1,900.00  Account code: 62HS30/6100.2511/62/FC000000/736466.01.04.08.03/00 0/2510/62/CASX12011D/361N/3/45 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$450.00  Account code: 62HS30/6100.2511/62/FC000000/215952.07.01.08.07/00 0/2510/62/EXPX22011D/029N/4/46 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$5,000.00  Account code: 62HS30/6100.2511/62/FC000000/215952.07.01.08.06/00 0/2510/62/EXPX22011D/029N/1/43 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$3,700.00 FOB: Destination				

evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

#### **B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is \$20,353,564.19. This allotment is for the Centerwide Office of Human Capital Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 1, 2007 – June 1, 2011.

(b) An additional amount of \$1,221,217.48 is obligated under this contract for payment of fee.

	<b>Previous</b>	<b>This Action</b>	<b>Total</b>
<b>Mission Estimated Cost</b>	\$20,237,250.19	\$116,314.00	\$20,353,564.19
<b>Provisional Cost Incentive Fee</b>	\$910,678.61	\$5,234.00	\$915,912.61
<b>Provisional Performance incentive Fee</b>	\$303,559.87	\$1,745.00	\$305,304.87
<b>Total Sum Allotted</b>	\$21,451,488.67	\$123,293.00	\$21,574,781.67