

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code **08** Page **1** Pages **4**

2. AMENDMENT/MODIFICATION NO. **000007** 3. EFFECTIVE DATE **DEC 19 2007** 4. REQUISITION/PURCHASE REQ. NO. **See Page 1A** 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE **PS33, MGO** 7. ADMINISTERED BY (if other than item 6) CODE **PS33, MGO**

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) 9A. AMENDMENT OF SOLICITATION NO.

Will Technology, Incorporated
4835 University Square
Suite 19
Huntsville, AL 35816

9B. DATED (SEE ITEM 11)

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

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

CODE **SAP ID# 130569** FACILITY CODE **CAGE 1RCM0**

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 1 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 ACKNOWLEDGMENT 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)
See Page 1a

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

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:

D. OTHER (Specify type of modification and authority)
FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (ref. Clause B.2, Table B-1)

	Total Potential Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	\$5,149,594	\$242,689	\$5,392,283	\$5,045,102
This Mod	\$ 0	\$ 0	\$ 0	\$347,181
New Total	\$5,149,594	\$242,689	\$5,392,283	\$5,392,283

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)
**Bobby J. Holden
Contracting Officer**

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16A. UNITED STATES OF AMERICA
BY **Bobby J. Holden**
(Signature of Contracting Officer)

16C. DATE SIGNED
12/19/07

A. The purpose of this modification is to provide incremental in the amount of \$347,181 to fully fund the contract in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for the estimated cost is increased by \$212,013 (from \$4,779,913 to \$4,991,926), the allotted funding for the IDIQ estimated cost is increased by \$135,168 (from \$22,500 to \$157,668), the allotted funding for provisional cost incentive fee is increased by \$0 (from \$60,672 to \$60,672), and the allotted funding for provisional performance incentive fee is increased by \$0 (from \$182,017 to \$182,017). Thus, the total allotted funding for the contract is increased by \$347,181 (from \$5,045,102 to \$5,392,283).

C. Therefore, the contract is changed in the following particulars:

Section B, Clause B.6, CONTRACT FUNDING, is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-7, is substituted in lieu thereof.

D. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.

Section	Pages Added	Pages Deleted
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7

E. All other terms and conditions remain unchanged and in full force and effect.

Contract NNM07AA77C

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 \$5,392,283. 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 – March 31, 2008.

(b) An additional amount of \$242,689 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$4,779,913	\$212,013	\$4,991,926
IDIQ Estimated Cost	\$22,500	\$135,168	\$157,668
Provisional Cost Incentive Fee	\$60,672	\$0	\$60,672
Provisional Performance incentive Fee	\$182,017	\$0	\$182,017
Total Sum Allotted	\$5,045,102	\$347,181	\$5,392,283