

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 000085	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	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.	
CODE 1RCMO FACILITY CODE		9B. DATED (SEE ITEM 11)	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNMO7AA77C	
		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) Net Increase: \$322,800.00

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 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.)

The purpose of this modification is to:

1. Increase Total Funds Allotted in the amount of \$322,800.00 from \$25,701,048.84 to \$26,023,848.84. The anticipated fund through date is changed from June 5, 2012 to July 3, 2012.

2. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990), Page B-7

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Debbie R Matthews
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16C. DATE SIGNED 5-31-12
16C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)

**CONTINUATION SHEET**

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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)
	<p>3. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification: Funding Only Action</p> <p>Obligated Amount for this Modification: \$322,800.00</p> <p>Incremental Funded Amount changed from \$25,701,048.84 to \$26,023,848.84</p> <p>Incrementally Funded through date changed from June 5, 2012 to July 3, 2012</p> <p>Accounting and Appropriation Data                      Purchase Requisition No. 4200437652:                      Propulsion Academy Stipends</p> <p>62EM10/6100.2511/62/FC000000/432938.11.01.08.39/00                      0/2510/62/CASK12012D/361N/2/44                      Cost Center 62EM10                      GI Account 6100.2511                      Order FC000000                      Amount: \$2,500.00</p> <p>62XP03/6100.2511/62/FC000000/585777.01.01.03/000/2                      510/62/EXPX22012D/719V/1/43                      Cost Center 62XP03                      GI Account 6100.2511                      Order FC000000                      Amount: \$30,000.00</p> <p>Accounting and Appropriation Data                      Purchase Requisition No. 4200436766:</p> <p>62HS30/6100.2511/62/FC000000/612506.02.10/000/2510                      /62/EDUX22012D/137B/1/2                      Cost Center 62HS30                      GI Account 6100.2511                      Order FC000000                      Amount: \$16,600.00</p> <p>62ZP21/6100.2511/62/FC000000/141108.04.02.01.04/00                      0/2510/62/SCEX22012D/196V/2/3                      Cost Center 62ZP21                      GI Account 6100.2511                      Order FC000000                      Amount: \$5,000.00                      Continued . . .</p>				

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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)
	62EO10/6100.2511/62/FC000000/142612.04.08/000/2510 /62/EXPX22012D/020U/3/4 Cost Center 62EO10 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00				
	62ES20/6100.2511/62/FC000000/401769.06.08.02.04.0/ 5/000/2510/62/EXCX22012D/733B/4/5 Cost Center 62ES20 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00				
	62CS10/6100.2511/62/FC000000/432938.09.01.08.02.0/ 1/000/2510/62/CASX12012D/361N/5/6 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Amount: \$4,000.00				
	62EV41/6100.2511/62/FC000000/432938.09.01.08.12.2/ 5/000/2510/62/CASX12012D/361N/6/7 Cost Center 62EV41 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00				
	62EV01/6100.2511/62/FC000000/432938.11.01.08.31/00 0/2510/62/CASX12012D/361N/7/8 Cost Center 62EV01 GI Account 6100.2511 Order FC000000 Amount: \$24,000.00				
	62ER24/6100.2511/62/FC000000/432938.11.01.08.31/00 0/2510/62/CASX12012D/361N/8/9 Cost Center 62ER24 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00				
	62XP04/6100.2511/62/FC000000/585777.01.01.04/000/2 510/62/EXPX22012D/719V/9/10 Cost Center 62XP04 GI Account 6100.2511 Order FC000000 Amount: \$4,000.00				
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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)
	62ER42/6100.2511/62/FC000000/585777.02.40.04.03.1/ C/000/2510/62/EXPX22012D/719V/10/11 Cost Center 62ER42 GI Account 6100.2511 Order FC000000 Amount: \$16,000.00				
	62EO60/6100.2511/62/FC000000/585777.02.80.07.10.1/ C/000/2510/62/EXPX22012D/719V/11/12 Cost Center 62EO60 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00				
	62EO20/6100.2511/62/FC000000/585777.02.80.07.10.1/ O/000/2510/62/EXPX22012D/719V/12/13 Cost Center 62EO20 GI Account 6100.2511 Order FC000000 Amount: \$9,200.00				
	62EO40/6100.2511/62/FC000000/585777.02.80.07.10.1/ O/000/2510/62/EXPX22012D/719V/13/14 Cost Center 62EO40 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00				
	62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 O/2510/62/CASX12012D/361N/14/15 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Amount: \$7,500.00				
	62CS20/6100.2511/62/FC000000/736466.01.06.08.02/00 O/2510/62/CASX12012D/361N/15/16 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00				
	62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22012D/733B/16/17 Cost Center 62EO03 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00				
	62EO50/6100.2511/62/FC000000/769347.05.08.08.01.0/ 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)
	1/000/2510/62/EXCX22012D/733B/17/18 Cost Center 62EO50 GI Account 6100.2511 Order FC000000 Amount: \$8,000.00  62ES21/6100.2511/62/FC000000/769347.05.08.17.01.0/ 1/000/2510/62/EXCX22012D/733B/18/19 Cost Center 62ES21 GI Account 6100.2511 Order FC000000 Amount: \$7,500.00  62ZP10/6100.2511/62/FC000000/833011.02.08.11.VP1C/ .12/000/2510/62/CASX12012R/CASP/19/20 Cost Center 62ZP10 GI Account 6100.2511 Order FC000000 Amount: \$3,000.00  62EM32/6100.2511/62/FC000000/921179.01.08.16.EM67/ .12/000/2510/62/CASX12012R/CASP/20/21 Cost Center 62EM32 GI Account 6100.2511 Order FC000000 Amount: \$24,000.00  62ZP31/6100.2511/62/FC000000/387873.01.08/000/2510 /62/EXPX22012D/Q20U/21/22 Cost Center 62ZP31 GI Account 6100.2511 Order FC000000 Amount: \$2,400.00  62ER02/6100.2511/62/FC000000/432938.11.01.08.31/00 0/2510/62/CASX12012D/361N/22/23 Cost Center 62ER02 GI Account 6100.2511 Order FC000000 Amount: \$4,000.00  Accounting and Appropriation Data Purchase Requisition No. 4200437176:  62HS30/6100.2511/62/FC000000/277144.11.04.13/000/2 510/62/EXPX22012D/547E/1/2 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$26,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>62HS30/6100.2511/62/FC000000/736466.01.04.08.03/00            C/2510/62/CASX12012D/361N/2/3            Cost Center 62HS30            GI Account 6100.2511            Order FC000000            Amount: \$30,600.00</p> <p>62HS30/6100.2511/62/FC000000/277144.11.01.09.01/00            C/2510/62/EXPX22012D/547E/3/4            Cost Center 62HS30            GI Account 6100.2511            Order FC000000            Amount: \$22,500.00</p> <p>Travel Expense:</p> <p>62ES62/6100.2511/62/FC000000/563550.01.08.05/000/2            510/62/SPTX22012D/425W/2/44            Cost Center 62ES62            GI Account 6100.2511            Order FC000000            Amount: \$8,000.00</p> <p>62ER41/6100.2511/62/FC000000/585777.08.20.10.48.0/            8/000/2510/62/EXPX22012D/719V/1/43            Cost Center 62ER41            GI Account 6100.2511            Order FC000000            Amount: \$4,000.00</p> <p>Payment Terms:            Net 30 days            Delivery Location Code: MSFC            NASA/Marshall Space Flight Center            Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

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 **\$24,550,797.53**. This allotment is for the Center-wide 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 – July 3, 2012.

(b) An additional amount of **\$1,473,056.31** is obligated under this contract for payment of fee.

Mission & IDIQ Estimated Cost	\$24,246,269.23	\$304,528.30	\$24,550,797.53
Provisional Performance incentive Fee	\$1,091,084.45	\$13,703.77	\$1,104,788.23
Provisional Cost Incentive Fee	\$363,695.17	\$4,567.92	\$368,268.08
Total Sum Allotted	<b>\$25,701,048.84</b>	<b>\$322,800.00</b>	<b>\$26,023,848.84</b>