

|  |                                 |   |                                |
|--|---------------------------------|---|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                 | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1 3           |
| 2. AMENDMENT/MODIFICATION NO.<br>000003  | 3. EFFECTIVE DATE<br>10/01/2011 | 4. REQUISITION/PURCHASE REQ. NO.<br>See Schedule  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>NASA/Marshall Space Flight Center<br>Office of Procurement<br>Audrey McMillan<br>Audrey.r.mcmillan@nasa.gov<br>Marshall Space Flight Center AL 35812 | CODE MSFC                       | 7. ADMINISTERED BY (If other than Item 6)<br>Audrey R. McMillan<br>Contracting Officer<br>256-961-1339<br>Marshall Space Flight Center AL 35812 | CODE MSFC                      |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>AL RAZAQ COMPUTING SERVICES<br>6001 SAVOY DR STE 505<br>HOUSTON TX 77036-3365         |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.   |                                |
|  |                                 | 9B. DATED (SEE ITEM 11)   |                                |
|  |                                 | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>NNM11AA30C<br>NNM11AA36T   |                                |
|  |                                 | 10B. DATED (SEE ITEM 13)<br>05/01/2011  |                                |
| CODE 035U7   | 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: \$196,027.00  
 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:<br>Clause H.2 1852.216-80; Task Ordering Procedure (Alternate 1) (OCT 1996)  |
|           | 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 purposes of this modification are to incorporate the following actions:

a) Extend the period of performance from September 30, 2011 to April 30, 2012 in the amount of \$534,003; thereby increasing the total task order value from \$374,529 to \$908,532. The base period of performance for this task order is from May 1, 2011 through April 30, 2012, coinciding with basic contract NNM11AA30C; and

b) Provide incremental funding in the amount of \$196,027; thereby increasing the total funding allotted to this task order from \$374,529 to \$570,556. The funded through date is December 9, 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)<br>Ron Bentz Prog Mgr  |                             | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Sherry K Fenn   |                             |
| 15B. CONTRACTOR/OFFEROR<br> | 15C. DATE SIGNED<br>9/19/11 | 16B. UNITED STATES OF AMERICA<br> | 16C. DATE SIGNED<br>9/19/11 |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NNM11AA30C/NNM11AA36T/000003

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NAME OF OFFEROR OR CONTRACTOR  
 AL RAZAQ COMPUTING SERVICES

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | <p>2. The following paragraph(s) has/have been modified. Slip-sheets to the task order are provided with sidebars indicating change.</p> <p>Clause 3 Period of Performance<br/>           Clause 7 Consideration and Payment<br/>           Clause 12 Limitation of Funds</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: Task Order NNM11AA36T, Modification No. 03 against Contract NNM11AA30C.<br/>           Contractor Proposal Number: ARCS Proposal dated July 27, 2011.</p> <p>4. Except as provided herein, all terms and conditions of this task order remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Supplemental Agreement for work within scope<br/>           Period Of Performance End Date changed from 30-SEP-11 to 30-APR-12<br/>           Total Amount for this Modification: \$534,003.00<br/>           New Total Amount for this Award: \$908,532.00<br/>           Obligated Amount for this Modification: \$196,027.00<br/>           New Total Obligated Amount for this Award: \$570,556.00<br/>           Incremental Funded Amount changed: from \$374,529.00 to \$570,556.00<br/>           Incrementally Funded through date changed from 09/30/2011 to 12/09/2011<br/>           Continued ...</p> |                 |             |                   |               |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NNM11AA30C/NNM11AA36T/000003

PAGE OF  
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NAME OF OFFEROR OR CONTRACTOR  
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| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | <p>Delivery Date changed from 09/30/2011 to 04/30/2012</p> <p>ACCOUNTING AND APPROPRIATION DATA:</p> <p>PR # 4200408705<br/>           Account code:<br/>           62ET01/6100.2520/62/FC000000/814060.08.11/000/2520<br/>           /62/EXPX22011D/834A/2/3<br/>           Cost Center 62ET01<br/>           GI Account 6100.2520<br/>           Order FC000000<br/>           Quantity: 0<br/>           Amount: \$50,000.00</p> <p>PR # 4200408705<br/>           Account code:<br/>           62VP23/6100.2520/62/FC000000/086785.01.08/000/2520<br/>           /62/EXCX22011D/338I/1/2<br/>           Cost Center 62VP23<br/>           GI Account 6100.2520<br/>           Order FC000000<br/>           Quantity: 0<br/>           Amount: \$5,193.00</p> <p>PR # 4200404668<br/>           Account code:<br/>           62ED02/6100.2520/62/FC000000/136905.01.01.08.12/00<br/>           0/2520/62/EXPX22011D/234A/1/2<br/>           Cost Center 62ED02<br/>           GI Account 6100.2520<br/>           Order FC000000<br/>           Quantity: 0<br/>           Amount: \$140,834.00<br/>           FOB: Destination</p> |                 |             |                   |               |

**TASK ORDER NNM11AA36T**

**BUSINESS SUPPORT SERVICES**

CS01/Office of Strategic Analysis and Communications  
 ED02/Engineering Directorate Business Management Office  
 ED03/Engineering Directorate Policies and Programs Office  
 QD03/Safety and Mission Assurance Directorate Business Management Office  
 ET02/ Test Laboratory/Engineering Test Area

|          | FFP Labor | Travel | Total TO Value | Total Labor Obligations | Travel | Total TO Obligations |
|----------|-----------|--------|----------------|-------------------------|--------|----------------------|
| PREVIOUS | (b)(4)    |        |                | (b)(4)                  |        |                      |
| THIS MOD | (b)(4)    |        |                | (b)(4)                  |        |                      |
| TOTAL    | (b)(4)    |        | \$908,532      | (b)(4)                  | \$0    | \$570,556            |

**1. SUPPLIES AND/OR SERVICES TO BE FURNISHED**

- a. The Contractor shall perform this Performance Work Statement (PWS)-based Task Order in accordance with the PWS contained in Contract NNM11AA30C, Acquisition and Business Support Services. The Contractor shall perform this Task Order under the terms and conditions as set forth in the basic order and as supplemented in this Task Order.
- b. The Contractor shall provide all resources (except as may be expressly stated in this order as furnished by the Government) necessary to perform all the service requirements in the PWS as provided in Attachment A hereto.

**2. TYPE OF ORDER**

This is a performance-based, Firm-Fixed-Price (FFP) Task Order.

**3. PERIOD OF PERFORMANCE**

The period of performance of this Task Order shall be as follows: May 1, 2011 through **April 30, 2012.**

**4. PLACE OF PERFORMANCE**

The Contractor shall perform the work under this order on-site at the Marshall Space Flight Center, AL, and at such other locations as may be approved in writing by the Contracting Officer.

**5. PERFORMANCE SURVEYS**

The Contractor shall conduct surveys in accordance with the direction in Clause B.3, Price Deductions for Less Than Optimum Performance, of the contract, which shall be reported in accordance with the direction in Data Procurement Document (DPD) 1321, Attachment J-2 to the contract.

**6. TECHNICAL DIRECTION**

Performance of the work under this Task Order is subject to the written technical direction of the Contracting Officer’s Technical Representative (COTR), as set forth in Clause G.2, Technical Direction, of the contract.

**7. CONSIDERATION AND PAYMENT**

- a. The Contractor shall be paid upon the satisfactory completion of the work called for in this Task Order and submission of properly certified invoices as detailed in Clause G.5, Consideration and Payment, of the contract.
- b. The Contractor shall be paid biweekly for the work called for in this Task Order at the rates specified for the applicable period as set forth in Attachment J-4, Contractor Fully Burdened Labor Rates\*, to the contract, and as set forth in the payment schedule shown below.
- c. Accounting classifications and funding resources are incorporated into the contract accordingly.
- d. Contractor invoices shall be submitted electronically in accordance with Clause G.5, Consideration and Payment, of the contract.
- e. Travel is cost reimbursable and will be invoiced separately from the labor shown in the payment schedule below. Of the total price for effort provided under this Task Order (b) is available for Travel.

**NNM11AA36T Payment Schedule**

| Payment Type  | Frequency | Date     | Amount |
|---------------|-----------|----------|--------|
| Status Report | Bi-Weekly |          |        |
|               |           | 05/13/11 | (b)(4) |
|               |           | 05/27/11 |        |
|               |           | 06/10/11 |        |
|               |           | 06/24/11 |        |
|               |           | 07/08/11 |        |
|               |           | 07/22/11 |        |
|               |           | 08/05/11 |        |

|  |  |                 |                  |
|--|--|-----------------|------------------|
|  |  | 08/19/11        | (b)(4)           |
|  |  | 09/02/11        |                  |
|  |  | 09/16/11        |                  |
|  |  | 09/30/11        |                  |
|  |  | <b>10/14/11</b> |                  |
|  |  | <b>10/28/11</b> |                  |
|  |  | <b>11/11/11</b> |                  |
|  |  | <b>11/25/11</b> |                  |
|  |  | <b>12/09/11</b> |                  |
|  |  | <b>12/23/11</b> |                  |
|  |  | <b>01/06/12</b> |                  |
|  |  | <b>01/20/12</b> |                  |
|  |  | <b>02/03/12</b> |                  |
|  |  | <b>02/17/12</b> |                  |
|  |  | <b>03/02/12</b> |                  |
|  |  | <b>03/16/12</b> |                  |
|  |  | <b>03/30/12</b> |                  |
|  |  | <b>04/13/12</b> |                  |
|  |  | <b>04/30/12</b> |                  |
|  |  |                 |                  |
|  |  | Total Billing   | <b>\$908,532</b> |

**8. SPECIAL ORDER REQUIREMENTS**

This Task Order shall be performed in accordance with the special order requirements clauses in Section H of the basic order.

**9. ORDER CLAUSES**

This Task Order shall be performed in accordance with the order clauses in Section I of the basic order.

**10. OTHER TERMS AND CONDITIONS**

All other terms and conditions as contained in the basic order, NNM11AA30C, are applicable to this Task Order.

**11. ORDER OF PRECEDENCE**

Should a conflict arise between the terms and conditions as shown in this Task Order and the terms and conditions of the basic order, NNM11AA30C, the basic order shall prevail.

**12. 1852.232-77. LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)  
(MAR 1989)**

- (a) Of the total price for effort provided under this Task Order, the sum of **\$570,556** is available for payment and allotted to this Task Order.
- (b) The Contractor agrees to perform or have performed the effort specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c)
  - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through **December 9, 2011**.
  - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
  - (3)
    - (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
    - (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

**[End of Task Order]**

**Performance Work Statement  
Task Order NNM11AA36T, Business Support Services  
Contract NNM11AA30C**

**1.0 INTRODUCTION**

The Contractor shall perform this Performance Work Statement (PWS) in accordance with the PWS contained in contract, NNM11AA30C, Acquisition and Business Support Services (ABSS), and with the terms and conditions as set forth in the contract and as supplemented in this Task Order.

**2.0 PROGRAM MANAGEMENT**

The Contractor shall provide program management and control for this Task Order pursuant to PWS paragraph 2.0 of the contract. All plans and reports will be provided to the Government in accordance with the direction contained in the Data Procurement Document (DPD) 1321, Attachment J-2 to the contract, and as directed in paragraph 2.0 Program Management of the contract PWS.

**3.0 BUSINESS SUPPORT**

**3.1 CS01/Office of Strategic Analysis and Communications**

**3.1.1** Perform financial assessments and identify critical areas of concern for the purpose of defining potential technical and financial problems. Cost analysis and performance assessment will be required on institutional and direct funding. Responsible for developing, executing, and monitoring budgets, long-range operating plans, phasing plans, and other resource planning activities. Working knowledge of MS Project would be beneficial. An understanding of government financial processes and experience with an integrated financial management system are preferred. Proficiency with MS Office applications with an advanced knowledge of Excel is required. Desired education is a bachelor's degree and 4-6 years of experience in the field or in a related area. (b)(4)

(b)(4)

**3.2 ED02/Engineering Directorate/Resource Management Office**

**3.2.1** Serves as the primary business interface with the customer. Responsible for meeting contract requirements and customer objectives. Exercises independent judgment and solves administrative and managerial problems. Responsible for planning and coordinating staff, as well as managing cost, schedule and quality. Guides teams, analyzes problems and implements solutions. Desired education is a bachelor's degree in area of specialty and relevant program management experience. Has expert knowledge of NASA business concepts, practices and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and

directs the work of others. Reports to the Program Manager. Has a broad mandate for independent actions and decisions. (b)(4)

**3.2.2** Perform a variety of duties associated with the responsibility of providing the overall planning, analysis, integration and execution of the financial activities for the ED02 relating to institutional and programmatic operations. Thorough knowledge of 533 reports, input and maintain contract cost and plan data in SAP. Coordinate and initiate all contact funding PR's, coordinate with contractor and procurement analyst on all task cost and mods, provide funding status reports to task owners and coordinate funding issues, budget transfers and budget de-obligations. Responsible for providing contract status reports for task and management reviews, provide cost reports to the civil servant contract Cost Performance Evaluation Monitor, and be able to work issues directly with CFO, Accounting, Procurement and other NASA Management. This position must have the ability to communicate effectively in writing, person to person, and in meetings, experience in working with financial and budgeting tools, systems and understanding of their functions. Proficiency with MS Office applications with an advanced knowledge of Excel is required. Desired education is a bachelor's degree and 6-8 years of experience in the business field or in a related area, preferable with government financial, budget, resource and funding processes. (b)(4)

### **3.3 ED10/Engineering Policies and Programs Office**

**3.3.1** Provide management with pertinent budgetary information to manage and control program resources and schedules within constraints. Task includes, but is not limited to, supporting overall budget functions, including all NASA Office of Chief Engineer budget matters at Marshall Space Flight Center, assessing difference/changes in budget contents and recommending possible courses of action; perform independent cost/schedule analyses on multiple project budgets; provide independent status reports and assessments; track and analyze program budgets, funding, costs, schedule and contract status and predict anticipated progress at selected points in time (such as at fiscal year or major milestones). Supervise work of one or more budget analysis assistant. The position requires an understanding of government financial processes and experience with an integrated Marshall Space Flight Center financial management system. Proficiency with MS Office applications with an advanced knowledge of Excel is required. Desired education is a bachelor's degree and at least 6 to 8 years of experience in the NASA budget analysis field and related areas. (b)(4)

### **3.4 QD03/Safety and Mission Assurance Directorate/Business Management Office**

**3.4.1** Perform assessments of budgets on assigned programs/projects, maintain budgets, and identify critical areas of concern for the purpose of defining potential technical and financial problems. Cost analysis and performance assessment will be required on multiple project elements. Responsible for developing, executing, and monitoring budgets, long-range operating plans, phasing plans, and other resource planning activities. Proficiency with MS Office applications with an advanced

knowledge of Excel is required. An understanding of government financial processes and experience with an integrated financial management system are preferred. Desired education is a bachelor's degree and minimum of 4-6 years of experience in the budget analysis field or in a related area. (b)(4)

### **3.5 Travel**

Travel for this effort will be required on a recurring basis. Travel is cost reimbursable and funded separately from the firm-fixed-price labor price.

### **3.6 ET02/ Test Laboratory/Engineering Test Area**

**3.6.1** Business Management support is required to support Rocket Propulsion Test (RPT) and Strategic Capability Assets Program (SCAP) for the test area. This includes gathering data, tracking resources, reporting to Stennis Space Center management, NASA HQ, and MSFC test management, prepare budgets and report monthly cost variances, and preparing quarterly Program Management Reviews. In addition, this position will also be supporting reimbursable work in the test area which includes preparing reimbursable documentation in SAAM (Space Act Agreement Manager) for review by the center and NASA HQ, estimated price report (EPR), and work with the legal office. This also includes tracking and distributing received funds from the CFO in relation with this approved work. Candidate must be able to maintain confidentiality of data and work independently with minimal supervision. An understanding of government financial processes and experience with SAP, Business Warehouse, eMRPT is required. Proficiency with MS Office applications with an advanced knowledge of Excel and PowerPoint are required. This position requires a bachelor's degree (or equivalent work experience) and 6-8 years of experience in the field or in a related area. (b)(4)