AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000028	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Office of Procurement Rita R. James rita.r.james@nasa.gov Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
AL RAZAQ COMPUTING SERVICES 6001 SAVOY DR STE 505 HOUSTON TX 77036-3365	(x)	9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM11AA30C NNM11AA39T
		10B. DATED *(SEE ITEM 13)* 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)*
See Schedule

Net Increase: $129,518.00

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	NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract) (Mar 1989)
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 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:

a) Provide incremental funding in the amount of $129,518; thereby increasing the total funding allotted to this task order from $6,102,970 to $6,232,488, pursuant to the "Limitation of Funds" Clause.

b) Extend the anticipated funded through date from December 20, 2013 to, January 1, 2014.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		RITA R. JAMES	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Rita R. James *(Signature of Contracting Officer)*	16C. DATE SIGNED DEC 17 2013

NAME OF OFFEROR OR CONTRACTOR
AL RAZAQ COMPUTING SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Clause 12 Limitation of Funds 3. Except as provided herein, all terms and conditions of this task order remain unchanged and in full force and effect. LIST OF CHANGES: Obligated Amount for this Modification: $129,518.00 New Total Obligated Amount for this Award: $6,232,488.00 Current Task Order Value for this Award: $6,852,724.001 PR 4200498188 NEW ACCOUNTING CODE ADDED: Account code: 62PS01/6100.2520/62/FC000000/736466.01.07.08.01/000/2520/62/CASX22014D/361N/8014/150122/1/2 Cost Center 62PS01 GL Account 6100.2520 Order FC000000 WBS Element1 736466.01.07.08.01 WBS Element2 Network Activity Earmarked Funds Item Number 000 Commitment Item 2520 Funds Center 62 Fund CASX22014D Functional Area 361N Appropriation 8014/150122 Amount: $80,000.00 PR 4200498559 NEW ACCOUNTING CODE ADDED: Account code: 62XP03/6100.2520/62/FC000000/585777.01.01.03/000/2520/62/EXPX22014D/719V/8014/150124/1/2 Cost Center 62XP03 GL Account 6100.2520 Order FC000000 WBS Element1 585777.01.01.03 WBS Element2 Network Activity Earmarked Funds Item Number 000 Commitment Item 2520 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
AL RAZAQ COMPUTING SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funds Center 62 Fund EXPX22014D Functional Area 719V Appropriation 8014/150124 Amount: $43,418.00 PR 4200496652 NEW ACCOUNTING CODE ADDED: Account code: 62SF01/6100.2520/62/FC000000/006220.01.01.02/000/2 520/62/EXPX22014D/719V/8014/150124/1/2 Cost Center 62SF01 GL Account 6100.2520 Order FC000000 WBS Element1 006220.01.01.02 WBS Element2 Network Activity Earmarked Funds Item Number 000 Commitment Item 2520 Funds Center 62 Fund EXPX22014D Functional Area 719V Appropriation 8014/150124 Amount: $6,100.00 Payment Terms: Net 30 days FOB: Destination				

TASK ORDER NNM11AA39T
BUSINESS SUPPORT SERVICES

PS01/Acquisition Support Services, Office of Procurement

	FFP Labor	Travel	Total TO Value
PREVIOUS	(b)(4)		
THIS MOD			
TOTAL	(b)(4)		$6,852,724

Total Labor Obligations	Travel	Total TO Obligations
(b)(4)		
(b)(4)		$6,232,488

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, 2014.**

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)(4) is available for Travel.

NNM11AA39T 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	
		09/02/11	
		09/16/11	
		09/30/11	
		10/14/11	
		10/28/11	
		11/11/11	

		11/25/11	(b)(4)
		12/09/11	
		12/23/11	
		01/06/12	
		01/20/12	
		02/03/12	
		02/17/12	
		03/02/12	
		03/16/12	
		03/30/12	
		04/13/12	
		04/27/12	
		05/11/12	
		05/25/12	
		06/08/12	
		06/22/12	
		07/06/12	
		07/20/12	
		08/03/12	
		08/17/12	
		08/31/12	
		09/14/12	
		09/28/12	
		10/12/12	
		10/26/12	
		11/09/12	
		11/23/12	
		12/07/12	
		12/21/12	
		01/04/13	
		01/18/13	
		02/01/13	
		02/15/13	
		03/01/13	
		03/15/13	
		03/29/13	
		04/12/13	
		04/26/13	
		05/10/13	
		05/24/13	
		06/07/13	

		06/21/13	(b)(4)
		07/05/13	
		07/19/13	
		08/02/13	
		08/16/13	
		08/30/13	
		09/13/13	
		09/27/13	
		10/11/13	
		10/25/13	
		11/08/13	
		11/22/13	
		12/06/13	
		12/20/13	
		01/03/14	
		01/17/14	
		01/31/14	
		02/14/14	
		02/28/14	
		03/14/14	
		03/28/14	
		04/11/14	
		04/30/14	
		Total Billing	$6,848,260

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 $6,232,488 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 **January 1, 2014.**

(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]