AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 000012

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Office of Procurement
Rita R. James
rita.r.james@nasa.gov
Marshall Space Flight Center AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE MSFC

NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AL RAZAQ COMPUTING SERVICES
6001 SAVOY DR STE 505
HOUSTON TX 77036-3365

CODE 035U7 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM11AA30C NNM11AA41T

10B. DATED *(SEE ITEM 13)* 05/01/2011

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: $107,381.00

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes - Fixed Prices (Aug 2010) Alternate I (Apr 1984)
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [x] 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 is to:

a) Decrease (b)(4) of support for (b)(4) position under PWS ZP02/3.4.1 in the amount of (b)(4) for the period of (b)(4) (b)(4)

b) Increase (b)(4) of support for (b)(4) position under PWS FP02/3.3.2 in the amount of (b)(4) for the period of (b)(4) (b)(4)

c) Incorporate travel incurred in the amount of (b)(4);

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)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Langston Hunter Deputy PM		Bobby J Holden	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 9/24/2012	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)* Bobby J Holden	16C. DATE SIGNED 9/24/12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
AL RAZAQ COMPUTING SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	d) As a result of (a) through (b), the task order value is increased by $4,256 from $4,367,226.00 to $4,371,482; e) Provide incremental funding in the amount of $107,381; thereby increasing the total funding allotted to this task order from $4,151,372 to $4,258,753. This funding provides for a fund through date of March 29, 2013. 2. The following paragraph(s) has/have been modified. Slip-sheets to the task order are provided with sidebars indication change. Clause 7 Consideration and Payment Clause 12 Limitation of Funds 3. Contractor's Statement of Release 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. Contract Change Identification: Task Order NNM11AA41T, Modification No. 12 against Contract NNM11AA30C. Contractor Proposal Number: ARCS Proposal dated September 18, 2012. 4. Except as provided herein, all terms and conditions of this task order remain unchanged and in full force and effect. LIST OF CHANGES: New Total Amount for this Award: $4,371,482.00 Obligated Amount for this Modification: $107,381.00 New Total Obligated Amount for this Award: $4,258,753.00 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)
	PR 4200452819 NEW ACCOUNTING CODE ADDED: Account code: 62ZP13/6100.2520/62/FC000000/936723.02.01.08.54/000/2520/62/SCEX22012D/242A/6/7 Cost Center 62ZP13 GI Account 6100.2520 Order FC000000 Amount: $5,965.00 NEW ACCOUNTING CODE ADDED: Account code: 62ZP13/6100.2520/62/FC000000/199008.02.08.83.VP1M/.12/000/2520/62/CASX12012R/CASP/7/8 Cost Center 62ZP13 GI Account 6100.2520 Order FC000000 Amount: $2,918.00 NEW ACCOUNTING CODE ADDED: Account code: 62ZP13/6100.2520/62/FC000000/199008.02.08.84.VP1M/.12/000/2520/62/CASX12012R/CASP/8/9 Cost Center 62ZP13 GI Account 6100.2520 Order FC000000 Amount: $1,151.00 PR 4200452196 NEW ACCOUNTING CODE ADDED: Account code: 62FP22/6100.2520/62/FC000000/465372.01.08.01/000/2520/62/SPTX22012D/334L/1/2 Cost Center 62FP22 GI Account 6100.2520 Order FC000000 Amount: $29,000.00 PR 4200452819 NEW ACCOUNTING CODE ADDED: Account code: 62FP22/6100.2520/62/FC000000/465372.01.08.01/000/2520/62/SPTX22012D/334L/1/2 Cost Center 62FP22 GI Account 6100.2520 Order FC000000 Amount: $62,000.00 NEW ACCOUNTING CODE ADDED: 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)
	Account code: 62ZP13/6100.2520/62/FC000000/791926.02.03.03.B1/00 0/2520/62/SCEX22012D/646O/2/3 Cost Center 62ZP13 GI Account 6100.2520 Order FC000000 Amount: $221.00 NEW ACCOUNTING CODE ADDED: Account code: 62ZP13/6100.2520/62/FC000000/791926.02.03.04.56/00 0/2520/62/SCEX22012D/646O/3/4 Cost Center 62ZP13 GI Account 6100.2520 Order FC000000 Amount: $1,045.00 NEW ACCOUNTING CODE ADDED: Account code: 62ZP13/6100.2520/62/FC000000/791926.02.03.04.74/00 0/2520/62/SCEX22012D/646O/4/5 Cost Center 62ZP13 GI Account 6100.2520 Order FC000000 Amount: $1,018.00 NEW ACCOUNTING CODE ADDED: Account code: 62ZP13/6100.2520/62/FC000000/791926.02.01.04.47/00 0/2520/62/SCEX22012D/646O/5/6 Cost Center 62ZP13 GI Account 6100.2520 Order FC000000 Amount: $4,063.00 Payment Terms: Net 30 days FOB: Destination				

TASK ORDER NNM11AA41T

BUSINESS SUPPORT SERVICES

FP02/Flight Programs and Partnerships Office, Planning and Control Office
ZP02/Science and Technology Office, Program Planning and Control

	FFP Labor	Travel	Total TO Value
PREVIOUS	(b)(4)		
THIS MOD			
TOTAL	(b)(4)		$4,371,482

Total Labor Obligations	Travel	Total TO Obligations
(b)(4)		
(b)(4)		$4,258,753

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, 2013**.

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.

NNM11AA41T 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	(b)(4)
		10/28/11	
		11/11/11	
		11/25/11	
		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	

		04/30/13	(b)(4)
		Total Billing	**$4,310,756**

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 **$4,258,753** 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 **March 29, 2013.**

(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 NNM11AA41T, Business Support Services
VP02 / Science and Mission Systems Business Office
Contract NNM11AA30C

1.0 INTRODUCTION

The Contractor shall perform this Performance Work Statement (PWS) in accordance with the PWS contained in the 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 VP02/Science and Mission Systems Business Office

3.1.1 RESERVED

3.1.2 RESERVED

3.1.3 RESERVED

3.1.4 RESERVED

3.2 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.

3.3 FP02/Flight Programs and Partnerships Office, Planning and Control Office

3.3.1 Business support is required to perform assessments of programs/projects 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 program operating plans, phasing plans, and other resource planning

activities. A high degree of 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. Must be able to work independently and make decisions with minimal supervision. Desired education is a bachelor's degree and 4-6 years of experience in the field or in a related area. (b)(4)

3.3.2 Business support is required to perform assessments of programs/projects 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 program operating plans, phasing plans, and other resource planning activities. A high degree of 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. Must be able to work independently and make decisions with no supervision. Desired education is a bachelor's degree and 6-8 years of experience in the field or in a related area. (b)(4) (b)(4)

3.3.3 Leads the project or multiple tasks and retains overall responsibility for performance including cost, schedule, deliverables and contractual compliance. Provides the interface to the customer and other project leaders. Reports to the Program Manager and works with the Program Manager and other Program Leads for multiple projects. Identifies resources required to achieve project objectives. Establishes priorities, task assignments and ensures timely completion. Ensures quality and productivity standards are maintained while meeting project/client deadlines and budget constraints. Serves as the client liaison on all project matters. Performs a quality assurance role to ensure timely delivery of all specified deliverables, and compliance with government regulations, codes, policies, and procedures. Desired education is a Bachelor's degree in the area of specialty and 3-5 years of relevant experience, including supervisory and project management experience. (b)(4)

3.4 ZP02/Science and Technology Office, Program Planning and Control

3.4.1 Business support is required to perform assessments of programs/projects 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 program operating plans, phasing plans, and other resource planning activities. A high degree of 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. Must be able to work independently and make decisions with minimal supervision. Desired education is a bachelor's degree and 4-6 years of experience in the field or in a related area. (b)(4)

3.4.2 Business support is required to perform assessments of programs/projects 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 program operating plans, phasing plans, and other resource planning activities. A high degree of 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. Must be able to work independently and make decisions with no supervision. Desired education is a bachelor's degree and 6-8 years of experience in the field or in a related area. (b)(4)
(b)(4)