

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000008	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 Office of Procurement Rita R. James rita.r.james@nasa.gov Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
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		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 035U7	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM11AA30C NNM12AA60T	10B. DATED (SEE ITEM 13) 05/01/2012

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: \$1,101,233.00
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) FAR 52.217-9 Option to Extend the Terms of the Contract (Mar 2000)

E. IMPORTANT: Contractor is not. is required to sign this document and return 2 copies to the issuing office.

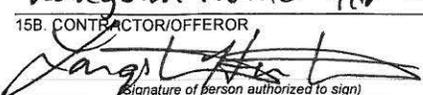
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purposes of this modification are to:

a) Pursuant to the Option to Extend the Term of the Contract Clause (FAR 52.217-9) of Contract NNM11AA30C Option 2 (Yr 3), this task order Safety and Mission Assurance Directorate/Business Management Office, Shuttle-Ares Transition Office, and Space Launch System Program Office/ Program Integration Office will continue through the extended Period of Performance from May 1, 2013 to April 30, 2014 in the amount of (b)(4) (labor) and (b)(4) (travel); thereby increasing the total task order from (b)(4) and

b) Provide incremental funding in the amount of \$1,101,233; thereby increasing the total 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) Langston Hunter for Ron Lentz, Prog. mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ketela K Helton
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 4/25/13
15D. UNITED STATES OF AMERICA	16B. DATE SIGNED 4/25/13
Signature of person authorized to sign	Signature of Contracting Officer

NAME OF OFFEROR OR CONTRACTOR
AL RAZAQ COMPUTING SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>funding allotted to this task order from \$1,733,106 to \$2,834,339, pursuant to the "Limitation of Funds" Clause.</p> <p>c) Extend the anticipated funded through date from May 1, 2013 to December 6, 2013.</p> <p>d) Update task order Clause 7, Payment and Consideration, to reflect billing periods through April 30, 2014.</p> <p>2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.</p> <p>Clause 3 Period of Performance Clause 7 Consideration and Payment Clause 12 Limitation of Funds</p> <p>3. Contractor's Statement of Release</p> <p>In consideration of the modification agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal 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 changes and/or contractor proposal, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: Modification 08 Contractor Proposal Date: April 8, 2013</p> <p>4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Period Of Performance End Date changed from 30-APR-13 to 30-APR-14</p> <p>New Total Amount for this Version: \$1,728,312.00 Obligated Amount for this Modification: \$1,101,233.00 New Total Obligated Amount for this Award: \$2,834,339.00 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
AL RAZAQ COMPUTING SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Current Potential Task Order Value for this Award: \$3,461,418.00</p> <p>PR 4200471677 62QD03/6100.2520/62/FC000000/432938.10.02.08/000/2520/62/CASX22013D/361N/1/2 Cost Center: 62QD03 GL Account: 6100.2520 Order: FC000000 WBS Element1: 432938.10.02.08 Item Number: 000 Commitment Item: 2520 Funds Center: 62 Fund: CASX22013D Functional Area: 361N Funded: \$62,000.00</p> <p>62QD03/6100.2520/62/FC000000/585777.03.01.01/000/2520/62/EXPX22013D/719V/2/3 Cost Center: 62QD03 GL Account: 6100.2520 Order: FC000000 WBS Element1: 585777.03.01.01 Item Number: 000 Commitment Item: 2520 Funds Center: 62 Fund: EXPX22013D Functional Area: 719V Funded: \$54,500.00</p> <p>62XP03/6100.2520/62/FC000000/585777.01.01.03/000/2520/62/EXPX22013D/719V/3/4 Cost Center: 62XP03 GL Account: 6100.2520 Order: FC000000 WBS Element1: 585777.01.01.03 Item Number: 000 Commitment Item: 2520 Funds Center: 62 Fund: EXPX22013D Functional Area: 719V Funded: \$617,283.00</p> <p>001 NNM12AA60T- Total Line Item Value: \$733,783.00</p> <p>PR 4200472767 Cost Cent: 62XP03 GL Account: 6100.2520 Order: FC000000 WBS Element1: 585777.01.01.03 Item Number: 000 Commitment Item: 2520 Funds Center: 62 Fund: EXPX22013D Functional Area: 719V</p> <p>001 NNM11AA60T - Total Line Item Value: \$367,450.00 Payment Terms: Net 30 days FOB: Destination</p>				
003	<p>Option 2 (Contract Year 3) Incrementally Funded Amount: \$1,101,233.00</p>				1,728,312.00

**TASK ORDER NNM12AA60T
BUSINESS SUPPORT SERVICES**

QD03/Safety and Mission Assurance Directorate/Business Management Office
TP01/Shuttle-Ares Transition Office
XP03/Space Launch System Program Office/ Program Integration Office

	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)		\$3,461,418	(b)(4)		\$2,834,339

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, 2012 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.

NNM11AA42T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly		
		05/11/12	(b)(4)
		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	(b)(4)
		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	
		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	\$3,425,098
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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 \$2,834,339 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 6, 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.
- (3) 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 NNM12AA60T, Business Support Services
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 QD03/Safety and Mission Assurance Directorate/Business Management Office

3.1.1 Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Desired education is a bachelor's degree and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report to an executive or a manager. A wide degree of creativity and latitude is expected. (b)(4)

3.1.2 Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Requires a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area. Familiar with a variety of the field's 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. A wide degree of creativity and latitude is expected. May report to an executive or a manager. (b)(4)

3.2 TP01/Shuttle-Ares Transition Office

3.2.1 RESERVED

3.2.2 RESERVED

3.3 XP03/Space Launch System Program Office/ Program Integration Office

3.3.1 Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Desired education is a bachelor's degree and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. Typically reports to a supervisor or manager. A certain degree of creativity and latitude is required. (b)(4)

3.3.2 Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Desired education is a bachelor's degree and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report to an executive or a manager. A wide degree of creativity and latitude is expected. (b)(4)

3.3.3 Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Desired education is a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area. Familiar with a variety of the field's 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. A wide degree of creativity and latitude is expected. May report to an executive or a manager. (b)(4)

3.3.4 Business services support is required to provide assistance to the Contracting Officer's Technical Representative (COTR) with contract change packages. Provide assistance in maintaining project, contract, and contract change documentation and performing budget and cost analysis for contract change packages. Duties include serving as liaison with procurement, engineering directorates, and the COTR for coordination of contract change packages and contactor communications. Responsible for assembling contract change documentation for execution by Government personnel. Coordinate contract change cost with the US Business Office personnel to assist COTR

with timely decisions on proposed changes and the contractual cost impacts. Responsible for tracking, monitoring, and reporting the status of actions. Self-starter with good communication skills. Desired education is a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area. Experience with government financial, budget, cost evaluation, and funding processes required. Advanced Microsoft Excel, Power Point, Word, and Project skills are required. Knowledge of full cost accounting procedures required. Experience with SAP accounting software is beneficial. Prefer NASA experience. (b)(4)

3.3.5 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 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.