

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000011	3. EFFECTIVE DATE 06/01/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Phone: 256-544-8945 Email: debbie.r.matthews@nasa.gov	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DELTA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 3D8B2		FACILITY CODE	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C	
		10B. DATED (SEE ITEM 13) 04/23/2008	

**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

**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-Price (Aug 1987)
	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.)**

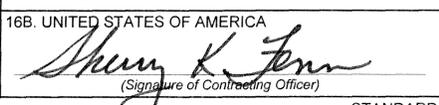
1. The purpose(s) of this modification are to:

(a) Definitize contractors proposal to reduce level of support for Option III, Contract Year 4, for the period June 1, 2011 through May 31, 2012; thereby reducing the contract value in the amount of (b)(4) and Option IV, Contract Year 5, for the period June 1, 2012, through contract end May 31, 2013, thereby reducing the contract value in the amount of (b)(4). These changes result in an overall decrease in the potential contract value in the amount of (b)(4)

**2. Contractor's Statement of Release**

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) (b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 5/27/2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM08AA28C/000011

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NAME OF OFFEROR OR CONTRACTOR  
DELTA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<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: Contract Modification 11 Contractor Proposal: Dated May 13, 2011 and updated May 21, 2011</p> <p>3. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes.</p> <p>(a) Section B.1, Supplies and/or Services to Furnished</p> <p>4. All other terms and conditions remain unchanged and in full force and affect. LIST OF CHANGES: Reason for Modification : Definitize Change Order Total Amount for this Modification: -\$1,189,033.00</p> <p>FOB: Destination</p>				

**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICE/COST**

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

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled “Center-wide Administrative Support (CAS)” services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled “Task Order Summary,” by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government’s obligation is limited to payment of the minimum.

	<b>Minimum Quantity</b>	<b>Maximum Quantity</b>	<b>Total Potential Contract Value</b>
<b>Contract Periods</b>	<b>Est. Price</b>	<b>Est. Price</b>	
<b>Base Year (Yr 1)</b>	(b)(4)		\$4,632,502 <i>has been exercised</i>
<b>Option 1 (Yr 2)</b>			\$5,097,573 <i>has been exercised</i>
<b>Option 2 (Yr 3)</b>			\$5,721,649 <i>has been exercised</i>
<b>Option 3 (Yr 4)</b>			\$5,815,422 <i>has been exercised</i>
<b>Option 4 (Yr 5)</b>			\$6,526,570

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government’s right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.