

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO 000005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)
6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7 ADMINISTERED BY (if other than item 6)	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	9B DATED (SEE ITEM 11)
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 charges 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 43.103 Bilateral
	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 of this modification is to:

(a) Revise Section C.2 Responsibilities and Associated Ground Rules.

2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes.

Section C.2 Responsibilities and Associated Ground Rules; Page C-1.

3. All other terms and conditions remain unchanged.

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) Sherry K Fenn
(b)(4)	15C DATE SIGNED 2/14/10
	16B UNITED STATES OF AMERICA <i>Sherry K. Fenn</i> (Signature of Contracting Officer)
	16C DATE SIGNED 2-18-10

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Previous edition unusable

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (MSFC 52.211-93) (FEB 2001)

The Description/Specifications/Statement of Work is Attachment J-1, entitled "Center-wide Administrative Support (CAS) Services Performance Work Statement (PWS)."

(End of Clause)

C.2 RESPONSIBILITIES AND ASSOCIATED GROUND RULES

Functions and responsibilities directly involved or associated with the management of any MSFC organizations are expressly excluded from this contract. The Contractor shall provide a secondary review of all assigned activities such that no inherently governmental functions are performed by the Contractor, and if directed to do so, the Contractor shall immediately notify the Contracting Officer. The Contractor is referred to FAR Part 7.5, Inherently Governmental Functions.

- (a) The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:
 - (1) Policymaking or management of MSFC operations;
 - (2) Program or project management;
 - (3) Technical management of Government contracts;
 - (4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity; and
 - (5) Supervision of Government employees.
- (b) As a result of the close working proximity between Contractor personnel and NASA Civil Servants, the Contractor shall adhere to the following ground rules in performance of the effort as delineated in Attachment J-1.
 - (1) The Contractor shall ensure that its employees are managed by its own Contractor management, and that the Contractor management has the autonomy to deal effectively with their employees and implement corporate policies.
 - (2) The Contractor shall ensure that office space occupied by their personnel is clearly labeled with the name of the company.