

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>000004</b>	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Stennis Space Center Office of Procurement Building 1100 Room 251 H Stennis Space Center, MS 39529-6000	CODE	7. ADMINISTERED BY (If other than Item 6) <b>Same as block #6</b>	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)			( <input checked="" type="checkbox"/> ) 9A. AMENDMENT OF SOLICITATION NO. <b>NNS10ZDA003R</b>	( <input checked="" type="checkbox"/> ) 9B. DATED (SEE ITEM 11) <b>3/10/1020</b>
CODE			10A. MODIFICATION OF CONTRACT/ORDER NO.	
FACILITY CODE			10B. DATED (SEE ITEM 13)	

**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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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:
D	OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

1. This amendment is issued to provide responses to questions submitted at Attachment 1 and incorporate NFS 1852.245-72.
2. The proposal due date remains as April 13, 2010, 3:00 p.m. local time (CDT).
3. NFS 1852.245-72 Liability for Government Property Furnished for Repair or Other Services is hereby incorporated.

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) <b>Carol L. West</b>	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

**1852.245-72 Liability for Government Property Furnished for Repair or Other Services (MARCH 1989)**

This clause shall govern with respect to any Government property furnished to the Contractor for repair or other services that is to be returned to the Government. Such property, hereinafter referred to as "Government property furnished for servicing," shall not be subject to any clause of this contract entitled Government-Furnished Property or Government Property.

(b) The official accountable recordkeeping and financial control and reporting of the property subject to this clause shall be retained by the Government. The Contractor shall maintain adequate records and procedures to ensure that the Government property furnished for servicing can be readily accounted for and identified at all times while in its custody or possession or in the custody or possession of any subcontractor. (c) The Contractor shall be liable for any loss or destruction of or damage to the Government property furnished for servicing (1) caused by the Contractor's failure to exercise such care and diligence as a reasonable prudent owner of similar property would exercise under similar circumstances, or (2) sustained while the property is being worked upon and directly resulting from that work, including, but not limited to, any repairing, adjusting, inspecting, servicing, or maintenance operation. The Contractor shall not be liable for loss or destruction of or damage to Government property furnished for servicing resulting from any other cause except to the extent that the loss, destruction, or damage is covered by insurance (including self-insurance funds or reserves).

(d) In addition to any insurance (including self-insurance funds or reserves) carried by the Contractor and in effect on the date of this contract affording protection in whole or in part against loss or destruction of or damage to such Government property furnished for servicing, the amount and coverage of which the Contractor agrees to maintain, the Contractor further agrees to obtain any additional insurance covering such loss, destruction, or damage that the Contracting Officer may from time to time require. The requirements for this additional insurance shall be effected under the procedures established by the FAR 52.243 changes clause of this contract.

(e) The Contractor shall hold the Government harmless and shall indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property furnished for servicing or arising from the presence of that property on the Contractor's premises or property. (End of clause)

## Attachment 1

NNS10ZDA003R  
Amendment 00004

**Question:** Please advise what insurance coverage (including dollar values) that the Contractor will have to provide to cover the period that the vessel is in transit between SSC and the Contractor's facility?

**Response:** The LOX barge replacement value is \$11 million. The tugboat replacement value is \$5.3 million.

**Question:** Please advise whether the performance periods for both the barge and tug will be adjusted to reflect the additional time that the vessel is in transit between SSC and the Contractor's facility. Please note as presently written, the repair availability begins (1) day after the vessels are delivered to the Contractor's facility.

**Response:** Contractors should express transit time required for receipt and delivery of the vessels in their proposal.

**Question:** Please provide your baseline expectation for Contract Award and performance periods? This will have an impact on a number of issues including towing costs. Several scenarios are possible:

a. Both vessels released by SSC to the Contractor shortly after Contract Award. This would reflect both vessels being delivered together to the Contractor's facility, with the tug being redelivered at some point thereafter, and the barge being redelivered at a later date separately. This would seem to be a logical approach if the tugs engines are not to be replaced.

b. Barge released initially by SSC to the Contractor shortly after Contract Award, and the tug subsequently released at a later date to coincide with the delivery of the new main propulsion engines, with both vessels being returned together upon the completion of the repairs to the tug.

**Response:** Both scenarios are possible based on award of additive options for the tugboat. The barge is ready for immediate transfer to the contractor facility.

**Question:** Please clarify SSC's intention and interpretation of the statement in the RFP (pg. 4 of 26) "The period of performance shall be forty five (45) calendar days from delivery of the Pushboat, but no later than September 30, 2010; and 120 calendar days for the barge to the Contractor's facility, but no later than September 30, 2010."? Given the long lead time for the replacement main engines, together with the additional time necessary to redeliver the vessel(s) to SSC, will the performance period be modified?

**Response:** Contractors should state the required lead time for receipt and delivery of the vessels in the proposal. NOTE: The Government will make the vessels available no later than Aug 11, 2010 for the Pushboat and May 24, 2010 for the Barge in order to ensure completion by Sept 30, 2010.