

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	Page 1 of	
2. AMENDMENT/MODIFICATION NO. 0052	3. EFFECTIVE DATE 10/01/2008	4. REQUISITION/PURCHASE REQ. NO.	6. PROJECT NO. (if applicable)			
6. ISSUED BY DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429 Washington, DC 20590		CODE 00091	7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  MAERSK LINE, LIMITED ONE COMMERCIAL PL 20TH FL NORFOLK, VA 23510-2126				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. N033C055340	
				(X)	10B. DATED (SEE ITEM 13) 10/11/2005	
CODE *		FACILITY CODE				

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 ACKNOWLEDGMENT 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)

No Funding Information

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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Alt II Changes -- Fixed-Price and Mutual Agreement of the Parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

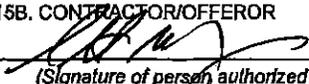
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

This modification adjusts fixed fee per diem for Rate Periods 4 and 5 retro active to October 1, 2008. Adjustments take into consideration one additional Port Engineer in Norfolk, locality pay increases due to relocation of existing personnel, costs associated with three home port relocations, and costs associated with residual P&I insurance premiums and deductibles. Revised language has been added to H.8 AWARD FEE to incorporate use of the CROSSWALK BETWEEN NAVY EVALUATION AREAS AND MARAD QASP TE-02. The CROSSWALK matrix is added as Attachment J-5. TE-04 is revised to indicate the correct outport locations for each vessel.

MARAD accepts that, at the time administration of the current contract N033C055340 for operation and maintenance of the eight Fast Sealift Ships transitioned from Military Sealift Command to MARAD, the Collective Bargaining Agreement between Maersk Line Limited and the Seafarer's International Union contained provisions pertaining to the rate of accrual of vacation days per year for SIU members and the observance of an additional holiday in commemoration of Paul Haul's birthday that conflict with like provisions found at Section C, Paras. 4.1.12z and 4.1.12bb under MARAD Ship Manager Contracts. Because this conflict involves a pre-existing condition that is already fully priced in the applicable fixed fee per diem rates paid to MLL, the CBA between Maersk Line Limited and the SIU is allowed to remain in place as originally agreed to by the parties for the duration of Contract N033C055340. The agreed-to per diem rates cover all wages and benefits provided in the CBA.

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) Scott M. Cimring, Director Ship Management & Compliance		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Milton G. Spears	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/4/09	16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 03/09/2009

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**SECTION B**

Contract Year 4 - 10/01/2008 to 09/30/2009

Line Item Number	Description	Ship	Unit	Amount
3001AA	ROS WITH CREW	ALGOL	DAY	\$ 4,421.67
3001AB	ROS WITHOUT CREW	ALGOL	DAY	\$ 900.66
3001AD	PHASE O OPERATIONS	ALGOL	DAY	\$ 1,140.22
3002AA	COST REIMBURSABLE ITEMS	ALGOL		
3002AB	AWARD FEE	ALGOL	NTE YR	\$ 125,000.00
3003AA	ROS WITH CREW	ALTAIR	DAY	\$ 4,421.67
3003AB	ROS WITHOUT CREW	ALTAIR	DAY	\$ 900.66
3003AD	PHASE O OPERATIONS	ALTAIR	DAY	\$ 1,140.22
3004AA	COST REIMBURSABLE ITEMS	ALTAIR		
3004AB	AWARD FEE	ALTAIR	NTE YR	\$ 125,000.00
3005AA	ROS WITH CREW	ANTARES	DAY	\$ 4,421.67
3005AB	ROS WITHOUT CREW	ANTARES	DAY	\$ 900.66
3005AD	PHASE O OPERATIONS	ANTARES	DAY	\$ 1,140.22
3006AA	COST REIMBURSABLE ITEMS	ANTARES		
3006AB	AWARD FEE	ANTARES	NTE YR	\$ 125,000.00
3007AA	ROS WITH CREW	BELLATRIX	DAY	\$ 4,421.67
3007AB	ROS WITHOUT CREW	BELLATRIX	DAY	\$ 900.66
3007AD	PHASE O OPERATIONS	BELLATRIX	DAY	\$ 1,140.22
3008AA	COST REIMBURSABLE ITEMS	BELLATRIX		
3008AB	AWARD FEE	BELLATRIX	NTE YR	\$ 125,000.00
3009AA	ROS WITH CREW	CAPELLA	DAY	\$ 4,421.67
3009AB	ROS WITHOUT CREW	CAPELLA	DAY	\$ 900.66
3009AD	PHASE O OPERATIONS	CAPELLA	DAY	\$ 1,140.22
3010AA	COST REIMBURSABLE ITEMS	CAPELLA		
3010AB	AWARD FEE	CAPELLA	NTE YR	\$ 125,000.00
3011AA	ROS WITH CREW	DENEbola	DAY	\$ 4,421.67
3011AB	ROS WITHOUT CREW	DENEbola	DAY	\$ 900.66
3011AD	PHASE O OPERATIONS	DENEbola	DAY	\$ 1,140.22
3012AA	COST REIMBURSABLE ITEMS	DENEbola		
3012AB	AWARD FEE	DENEbola	NTE YR	\$ 125,000.00
3013AA	ROS WITH CREW	POLLUX	DAY	\$ 4,421.67
3013AB	ROS WITHOUT CREW	POLLUX	DAY	\$ 900.66
3013AD	PHASE O OPERATIONS	POLLUX	DAY	\$ 1,140.22
3014AA	COST REIMBURSABLE ITEMS	POLLUX		
3014AB	AWARD FEE	POLLUX	NTE YR	\$ 125,000.00
3015AA	ROS WITH CREW	REGULUS	DAY	\$ 4,421.67
3015AB	ROS WITHOUT CREW	REGULUS	DAY	\$ 900.66
3015AD	PHASE O OPERATIONS	REGULUS	DAY	\$ 1,140.22
3016AA	COST REIMBURSABLE ITEMS	REGULUS		
3016AB	AWARD FEE	REGULUS	NTE YR	\$ 125,000.00

**SECTION B**

Contract Year 5 - 10/01/2009 to 09/30/2010

Line Item Number	Description	Ship	Unit	Amount
4001AA	ROS WITH CREW	ALGOL	DAY	\$ 4,474.01
4001AB	ROS WITHOUT CREW	ALGOL	DAY	\$ 873.29
4001AD	PHASE O OPERATIONS	ALGOL	DAY	\$ 1,116.63
4002AA	COST REIMBURSABLE ITEMS	ALGOL		
4002AB	AWARD FEE	ALGOL	NTE YR	\$ 125,000.00
4003AA	ROS WITH CREW	ALTAIR	DAY	\$ 4,474.01
4003AB	ROS WITHOUT CREW	ALTAIR	DAY	\$ 873.29
4003AD	PHASE O OPERATIONS	ALTAIR	DAY	\$ 1,116.63
4004AA	COST REIMBURSABLE ITEMS	ALTAIR		
4004AB	AWARD FEE	ALTAIR	NTE YR	\$ 125,000.00
4005AA	ROS WITH CREW	ANTARES	DAY	\$ 4,474.01
4005AB	ROS WITHOUT CREW	ANTARES	DAY	\$ 873.29
4005AD	PHASE O OPERATIONS	ANTARES	DAY	\$ 1,116.63
4006AA	COST REIMBURSABLE ITEMS	ANTARES		
4006AB	AWARD FEE	ANTARES	NTE YR	\$ 125,000.00
4007AA	ROS WITH CREW	BELLATRIX	DAY	\$ 4,474.01
4007AB	ROS WITHOUT CREW	BELLATRIX	DAY	\$ 873.29
4007AD	PHASE O OPERATIONS	BELLATRIX	DAY	\$ 1,116.63
4008AA	COST REIMBURSABLE ITEMS	BELLATRIX		
4008AB	AWARD FEE	BELLATRIX	NTE YR	\$ 125,000.00
4009AA	ROS WITH CREW	CAPELLA	DAY	\$ 4,474.01
4009AB	ROS WITHOUT CREW	CAPELLA	DAY	\$ 873.29
4009AD	PHASE O OPERATIONS	CAPELLA	DAY	\$ 1,116.63
4010AA	COST REIMBURSABLE ITEMS	CAPELLA		
4010AB	AWARD FEE	CAPELLA	NTE YR	\$ 125,000.00
4011AA	ROS WITH CREW	DENEbola	DAY	\$ 4,474.01
4011AB	ROS WITHOUT CREW	DENEbola	DAY	\$ 873.29
4011AD	PHASE O OPERATIONS	DENEbola	DAY	\$ 1,116.63
4012AA	COST REIMBURSABLE ITEMS	DENEbola		
4012AB	AWARD FEE	DENEbola	NTE YR	\$ 125,000.00
4013AA	ROS WITH CREW	POLLUX	DAY	\$ 4,474.01
4013AB	ROS WITHOUT CREW	POLLUX	DAY	\$ 873.29
4013AD	PHASE O OPERATIONS	POLLUX	DAY	\$ 1,116.63
4014AA	COST REIMBURSABLE ITEMS	POLLUX		
4014AB	AWARD FEE	POLLUX	NTE YR	\$ 125,000.00
4015AA	ROS WITH CREW	REGULUS	DAY	\$ 4,474.01
4015AB	ROS WITHOUT CREW	REGULUS	DAY	\$ 873.29
4015AD	PHASE O OPERATIONS	REGULUS	DAY	\$ 1,116.63
4016AA	COST REIMBURSABLE ITEMS	REGULUS		
4016AB	AWARD FEE	REGULUS	NTE YR	\$ 125,000.00

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

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H.8 AWARD FEE

- (a) An award fee may be dispensed based on Contractor's performance. The total possible award fee is \$125,000 per year, per ship, and will reward superior performance for various aspects of contract performance. The award fee will be determined by evaluating: (1) Mission Readiness and Operational Performance, (2) Management and Reporting of Maintenance & Repair Costs and Reporting of other Reimbursable Costs, (3) Logistics Support and Property Management, (4) Personnel Management and (5) Contractor Communication. **MARAD will utilize its Ship Manager Performance Evaluation Appraisal Software (SMPEAS) to collect performance data. Attachment J-5 presents a crosswalk between the five Navy evaluation areas and the six Performance Goals including 17 Performance Elements contained in SMPEAS and Technical Exhibit TE-02. This award fee will be awarded solely at the discretion of the Contracting Officer at the end of each year of contract performance as described below. The purpose of providing for award fees is to encourage and reward superior quality performance to include effective management of reimbursable expenses.**
- (b) The operation of this clause shall be in accordance with an Award Fee Plan to be provided to the Contractor upon award for review and comment. Any changes to the Plan will be at the discretion of the Contracting Officer. Although this Plan will provide for reclama procedures, determinations by the Contracting Officer with respect to the amount of the available award fee to be paid to the Contractor are final and shall not be subject to the "DISPUTES" clause of this Contract.
- (c) The Contractor's overall performance hereunder shall be evaluated annually by a Performance Evaluation Board. The Contractor may be requested to present self-evaluation reports to the Board at scheduled annual meetings. The Board, after evaluation of contractor performance, will report findings and recommendations to the Fee Determination Office (FDO). This official will determine whether, and to what extent, the Contractor's performance for the preceding evaluation period warrants payment of the award fee available.
- (d) Evaluation by the Performance Evaluation Board shall be consistent with the requirements of the contract. The Contracting Officer shall furnish the evaluation criteria and any additional pertinent information to the Contractor. The Contractor shall be notified of evaluation criteria changes, if any, prior to commencement of the evaluation period to which the criteria apply.
- (e) The Performance Evaluation Board's report of findings and the Fee Determination Official's decision will be in writing and shall be furnished to the Contractor by the Contracting Officer. The report of findings shall set forth the Board's reasons for concluding to what degree the award fee was earned, and whatever substantiating evidence the Board may consider appropriate. This will enable the Contractor to know those areas of operation which are exemplary or which require improvement.
- (f) If the FDO approves an award fee, the Contracting Officer will issue a modification to the contract authorizing payment of the award fee.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**J-5 Crosswalk Between Navy Evaluation Areas and MARAD QASP TE-02**

## Crosswalk Between Navy Evaluation Areas & MARAD QASP TE-02

### Mission Readiness & Operational Performance

The ability of the contractor to maintain vessels operational readiness in an efficient/effective manner.

The ability of the Contractors crew to complete required maintenance and repairs, including industrial assistance actions, correct casualty reports in a timely manner, make recommendations to improve crew and vessel performance

The technical expertise exhibited by the Contractors crew and shore staff in carrying out the FSS mission.

The ability of the Contractor to follow contract requirements and implement its Quality System.

The ability of the Contractor to effectively manage and operate the vessel in an efficient manner such that non-budgeted reimbursables are aggressively controlled and mission readiness is met.

The ability of the Contractor to maintain Smart Ship standards IAW COMSCINST 3120.16A, "Standards of Appearance," taking into consideration the vessels operating environment and budget constraints.

### Management and Reporting of Maintenance & Repair Costs and other Reimbursable Costs

Manage industrial assistance, and exercise control over budgeted items.

The ability of the Contractor to meet or spend less than the M&R Budget established, while keeping the vessel in a high state of readiness.

The ability of the Contractor to effectively report expenditures and perform trend analysis of costs.

The ability of the Contractor to aggressively control and avoid costs by closely monitoring daily vessel costs and using cost-effective management and procurement practices.

The ability of the Contractor to effectively report expenditures, measure results, and perform trend analysis of costs.

### 35% QASP Performance Element

- 1-2, 1-3 Regulatory body surveys and inspections are compliant and current. Outstanding non-conformities levied by regulatory bodies are being resolved in a timely manner. The vessel is capable of being activated within its assigned readiness period and can sustain 180-day FMC operations.
- 1-1, 3-2 Ship Manager is effectively and efficiently executing the PMP in both Phase M and Phase O to successfully achieve readiness, activation and operational requirements. Ship Manager is effectively and efficiently executing their Safety Management Plan in accordance with MARAD direction that results in no adverse impact on personnel or the vessel.
- 2-1, 2-2 The vessel activates on time and within budget in accordance with mission requirements. The vessel is deactivated to its normal R-Status and a plan is developed for the correction of all voyage repairs. Ship Manager effectively and efficiently sustains continuous operations in accordance with all mission requirements.
- 5-1 Adherence to SM-developed Quality Assurance Plan, providing accurate and timely quality related data submissions, correcting non-conformities identified by inspections, and taking effective measures to preclude recurrence of non-conformities.
- 3-1, 3-3 Zero pollution incidents; Maintain control of all on-board hazardous materials and proper disposal of hazardous waste generated; Proactive training and awareness to pollution and hazardous waste regulations and response requirements; Effective and efficient response to any pollution incident; Effective Shipboard Waste Management control. Provide resources, programs and procedures to ensure proper vessel security on all RRF vessels by following and revising, as necessary, the USCG approved Vessel Security Plan (VSP)

### 30%

- 1-5 Ship Manager is effectively and efficiently executing the Business Plan.
- 1-4 The Business Plan encompasses the accurate and responsive actions including but not limited to performing preventative maintenance, maintaining regulatory compliance, correction of known and emergent deficiencies, as required to maintain the vessel in C1 or C2 status.
- 6-1 Ship Manager effectively manages and controls costs by implementing business processes and practices that accurately, track, reconcile and close-out actions.

## Crosswalk Between Navy Evaluation Areas & MARAD QASP TE-02

### Logistics Support and Property Management

15%

The demonstrated ability to operate and maintain Shipboard Configuration Information Logistics Program (SHIPCLIP), SM5 and other property management records to efficiently and effectively meet all operational commitments.

The ability of the Contractor to cost effectively maintain the property control system, manage spare parts and supply effectiveness, and all other government property.

Demonstrating commitment to meet supply effectiveness and confidence level requirements.

1-6

Manage, maintain and replenish ship support material and property necessary to sustain RRF vessels for 180 days.

5-2, 5-3

Acquisition procedures are in compliance with applicable regulations and reflect good commercial procurement practice. Acquisition operations are in compliance with approved commercial purchasing system procedures.

### Personnel Management

15%

The ability to incentivize employees, both ashore and afloat to make process improvements and control costs within all major award fee areas.

An employee incentive plan will be established and its operation will include award fee distribution to ships crewmembers.

The ability of the contractor to demonstrate compliance with the employee incentive plan during contract performance and to demonstrate how compliance with the plan provides incentive to the crew.

4-1

Provide for safe, efficient and economical operation of the vessel by employing qualified marine personnel.

### Communication

5%

The efforts of the Contractor to communicate with MSC representatives in order to provide required reports and submission of invoices IAW Contract schedules, present new issues associated with the performance of the contract, and attend scheduled meetings.

5-4

Timely and accurate submittal of deliverables

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TE-04 VESSEL LOCATION

Gp	Design	Vessel	Location	FY09	FY10	ACP	ABS
22	RO/RO-LO/LO	USNS DENEbola	Baltimore, MD	ROS-5	ROS-5	Yes	7318323
	RO/RO-LO/LO	USNS REGULUS	Philadelphia, PA	ROS-5	ROS-5	Yes	7302087
	RO/RO-LO/LO	USNS ANTARES	Baltimore, MD	ROS-5	ROS-5	Yes	7207401
	RO/RO-LO/LO	USNS CAPELLA	Alameda, CA	ROS-5	ROS-5	Yes	7211866
	RO/RO-LO/LO	USNS ALGOL	Alameda, CA	ROS-5	ROS-5	Yes	7307227
	RO/RO-LO/LO	USNS BELLATRIX	Marrero, LA	ROS-5	ROS-5	Yes	7303134
	RO/RO-LO/LO	USNS ALTAIR	Marrero, LA	ROS-5	ROS-5	Yes	7308134
	RO/RO-LO/LO	USNS POLLUX	Philadelphia, PA	ROS-5	ROS-5	Yes	7309538