

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0053 3. EFFECTIVE DATE 08/31/2010 4. REQUISITION/PURCHASE REQ. NO. 5. 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;
 - (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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-8 Option to Extend Services and FAR 52.222-43 FLSA & SCA--Price Adjustment

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

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

This modification is issued to:

- (1) Extend ship management services in accordance with contract clause FAR 52.217-8, OPTION TO EXTEND SERVICES, for a period of five (5) months through February 28, 2011, subject to availability of funds;
- (2) Incorporate U.S. Department of Labor Wage Determination 1998-0611 Revision 9 issued August 27, 2010 attached herewith; and
- (3) Provide Contract Line Item Numbers and fixed fee per diem rates applicable to the extension period beginning October 1, 2010 as listed on the attached Section B--SCHEDULE OF PRICES as provided for in FAR 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) to reflect the wages payable under Wage Determination 1998-0611 Rev 9.

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) Jill M. Kline	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 08/31/2010

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 1998-0611
Revision No.: 9
Date Of Last Revision: 08/27/2010

This WD applies to the East, West and Gulf Coast only for the following vessels:

USNS ALGOL T AKR 287

USNS ALTAIR T AKR 291

USNS ANTARES T-AKR 294

USNS BELLATRIX T- AKR 288

USNS CAPELLA T - AKR 293

USNS DENEbola T - AKR 289

USNS POLUX T- AKR 290

USNS REGULUS T - ARK 292

Employed on U.S. Maritime Administration contracts for operations and maintenance of eight (8) Fast Sealift Ships (FSS) on the U.S. East, West and Gulf Coasts, with operations Worldwide.

Collective Bargaining Agreement between Maersk Line, Limited and Seafarer's International Union North America Atlantic, Gulf, Lakes and Inland Waters District/NMU, AFL-CIO covering Contract N033C055430 formerly Military Sealift Command Contract N00033-05-C-5340, effective October 1, 2010.

Collective Bargaining Agreement between Maersk Line, Limited and American Maritime Officers (AMO) (covering Contract N033C055430, formerly Military Sealift Command Contract N00033-05-C-5340, effective October 1, 2010 through March 31, 2011.

The term "service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Standard Act. (See CFR, Part 541.)

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

SECTION B -- SCHEDULE OF PRICES (CONTRACT MOD NO 0053)
OPTION PERIOD - EXTENSION OF SERVICES (October 01, 2010 through February 28, 2011)

Line Item Number	Description	Ship Unit		Year 5 Per Diem	Per Diem Increase	Extension Period Per Diem Rates
6001AA	ROS WITH CREW	ALGOL	DAY	\$ 4,474.01	\$ 375.26	\$ 4,849.27
6001AB	ROS WITHOUT CREW	ALGOL	DAY	\$ 873.29	\$ 139.61	\$ 1,012.90
6001AD	PHASE O OPERATIONS	ALGOL	DAY	\$ 1,116.63	\$ -	\$ 1,116.63
6002AA	COST REIMBURSABLE ITEMS	ALGOL				
6003AA	ROS WITH CREW	ALTAIR	DAY	\$ 4,474.01	\$ 295.73	\$ 4,769.74
6003AB	ROS WITHOUT CREW	ALTAIR	DAY	\$ 873.29	\$ 139.61	\$ 1,012.90
6003AD	PHASE O OPERATIONS	ALTAIR	DAY	\$ 1,116.63	\$ -	\$ 1,116.63
6004AA	COST REIMBURSABLE ITEMS	ALTAIR				
6005AA	ROS WITH CREW	ANTARES	DAY	\$ 4,474.01	\$ 295.73	\$ 4,769.74
6005AB	ROS WITHOUT CREW	ANTARES	DAY	\$ 873.29	\$ 139.61	\$ 1,012.90
6005AD	PHASE O OPERATIONS	ANTARES	DAY	\$ 1,116.63	\$ -	\$ 1,116.63
6006AA	COST REIMBURSABLE ITEMS	ANTARES				
6007AA	ROS WITH CREW	BELLATRIX	DAY	\$ 4,474.01	\$ 375.26	\$ 4,849.27
6007AB	ROS WITHOUT CREW	BELLATRIX	DAY	\$ 873.29	\$ 139.61	\$ 1,012.90
6007AD	PHASE O OPERATIONS	BELLATRIX	DAY	\$ 1,116.63	\$ -	\$ 1,116.63
6008AA	COST REIMBURSABLE ITEMS	BELLATRIX				
6009AA	ROS WITH CREW	CAPELLA	DAY	\$ 4,474.01	\$ 295.73	\$ 4,769.74
6009AB	ROS WITHOUT CREW	CAPELLA	DAY	\$ 873.29	\$ 139.61	\$ 1,012.90
6009AD	PHASE O OPERATIONS	CAPELLA	DAY	\$ 1,116.63	\$ -	\$ 1,116.63
6010AA	COST REIMBURSABLE ITEMS	CAPELLA				
6011AA	ROS WITH CREW	DENEBOLA	DAY	\$ 4,474.01	\$ 375.26	\$ 4,849.27
6011AB	ROS WITHOUT CREW	DENEBOLA	DAY	\$ 873.29	\$ 139.61	\$ 1,012.90
6011AD	PHASE O OPERATIONS	DENEBOLA	DAY	\$ 1,116.63	\$ -	\$ 1,116.63
6012AA	COST REIMBURSABLE ITEMS	DENEBOLA				
6013AA	ROS WITH CREW	POLLUX	DAY	\$ 4,474.01	\$ 375.26	\$ 4,849.27
6013AB	ROS WITHOUT CREW	POLLUX	DAY	\$ 873.29	\$ 139.61	\$ 1,012.90
6013AD	PHASE O OPERATIONS	POLLUX	DAY	\$ 1,116.63	\$ -	\$ 1,116.63
6014AA	COST REIMBURSABLE ITEMS	POLLUX				
6015AA	ROS WITH CREW	REGULUS	DAY	\$ 4,474.01	\$ 295.73	\$ 4,769.74
6015AB	ROS WITHOUT CREW	REGULUS	DAY	\$ 873.29	\$ 139.61	\$ 1,012.90
6015AD	PHASE O OPERATIONS	REGULUS	DAY	\$ 1,116.63	\$ -	\$ 1,116.63
6016AA	COST REIMBURSABLE ITEMS	REGULUS				