

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES
			1 5
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
0001	See Block 16C	MA-PR615-20121058	
6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than Item 6)	CODE
U.S.DOT/ Maritime Administration Atlantic Div. Acquisition Office MAR-380-2 7737 Hampton Blvd Building 19 Suite 300 NORFOLK VA 23505-1204	00092	U. S. DOT Maritime Administration Atlantic Div. Acquisition Office MAR-380.2 7737 Hampton Blvd Building 19 Suite 300 Norfolk VA 23505-1204	00092
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A AMENDMENT OF SOLICITATION NO	
KEYSTONE OCEAN SERVICES, INC ONE BALA PLAZA - EAST SUITE 600 BALA CYNWYD PA 19004-1496		9B DATED (SEE ITEM 11)	
CODE 106639086 FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO. DTMA8C11024 KOS24A2012019	
		10B DATED (SEE ITEM 13) 09/10/2012	

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)
70121750HQ.2012.10PEDOE600.0000160000.25432.61006600

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 52.232-2 CHANGES- Cost Reimbursement (Alt II) (Apr 84)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor _____ is not. x 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)
FY12/13 MARAD ELECTRICAL APPRENTICE TRAINING PROGRAM

LIST OF CHANGES:
Reason for Modification : Supplemental Agreement for work within scope

This modification is issued to revise the Statement of Work for the Electrical Apprenticeship Training Program, as shown below.

As a result, the price remains unchanged.

CHANGES FOR LINE ITEM NUMBER: 12AE
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)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Joseph M. Lee ASST SECRETARY	EILEEN WILLIAMS
15B CONTRACTOR/OFFEROR	15C DATE SIGNED
(Signature of person authorized to sign)	9-26-12
16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of Contracting Officer)	9/26/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
KEYSTONE OCEAN SERVICES, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Description changed to FY12 Cost Reimbursable ANTARES</p> <p>NS-5 Project Number: KEY-ANT12-7007A</p> <p>WO/SR Number: 0101945</p> <p>Abstract:</p> <p>The purpose of this project is to provide funds for the Electrical Apprentice Pilot Program. The Ship Manager is authorized to expend funds to hire an electrical apprentice per agreement between MARAD and SIU (Seafarers International Union). Work assignments for the apprentice may be assigned to any of the RRF Group 24 ships (Antares or Denebola) under Ship Manager Contract DTMA8C11024.</p> <p>Background:</p> <p>The Seafarers International Union (SIU) operates an approved Department of Labor apprenticeship program consisting of three phases of training. Phase I and phase III training is conducted at the Paul Hall Center for Maritime Training and Education, located in Piney Point, Md. Phase II is the shipboard phase consisting of actual hands training and work in a shipboard environment under the supervision of fully qualified shipboard personnel.</p> <p>The Department of Transportation-Maritime Administration, Director, Office of Maritime Workforce Development in cooperation with the Director of Manpower at Seafarers International Union (SIU) have proposed a new pilot Electrical Apprentice pilot program that would increase industry participation and significantly increase the number of trained ship board electricians available to the industry. Under the existing proven apprentice program, the trainees spend 90 days aboard MARAD RRF vessels. Under the new pilot, the trainee would spend 45 days aboard MARAD RRF vessels and 45 days aboard a commercial vessel. Under this model, 2 trainees could participate in the program, for the same cost as previously only one trainee. Commercial companies would be required to pay for the trainees for 45 days, but in return would reap</p> <p>Continued ...</p>				

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	<p>the benefits of the extra maintenance of the vessel during the 45 days. The trainees are handpicked by SIU and the Chief Engineer/company would have the opportunity to evaluate the individual for 45 days with right of selectivity for a permanent billet with the company/vessel.</p> <p>Statement of Work:</p> <p>Under this pilot program MARAD will realize the benefit of the additional maintenance that is accomplished aboard the RRF vessels as the individuals are trained. In accordance with the SIU apprenticeship program the apprentice will be assigned to a RRF ship group by the Ship Manager for approximately 45 days. The Port Engineer will make assignment of the apprentice to a specific ship in that group. The Chief Mate will sign the apprentice aboard as he would for any ROS crew member joining the vessel. Indoctrination training of the apprentice IAW the Ship Managers indoctrination procedures shall be completed within 15 days of the apprentice reporting aboard according to Contract clause 18.3 as listed in J-13 of the Ship Manager contract. The apprentice shall be vetted according to the Ship Managers normal vetting procedures for ROS crew members joining a vessel and according to contract clause 5.4.3. at no additional cost to MARAD. The apprentice, while aboard the vessel, shall be included in all shipboard training and drills. Apprentices will not attend small arms training, basic or advance firefighting or any other type of "off ship" training where an additional cost is anticipated. The Chief Engineer or First Assistant on the assigned vessel will make daily and routine work assignments to the Apprentice Electrician. Work assignments will be in the electrical field, usually under the direct supervision of the Chief Electrician aboard the vessel. Work accomplished by the Apprentice Electrician shall be documented by the Chief Engineer in sufficient detail describing what work was actually performed by the apprentice and should be included in the apprentices final evaluation report.</p> <p>Claims - Claims shall be handled as described in the Ship Mangers Contract sections G.7 and G.8. Medical claims for apprentices shall be handled Continued ...</p>				

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	<p>as would any claim or injury to any ROS crew member and are not chargeable to this Task Order. Claims submitted by ROS apprentices are subject to the same processing of Attachment J&#8208;3. However, since ROS crewmen do not sign articles, they are not entitled to unearned wages. Copies of all injury and claims for the apprentice shall be provided in the final apprentice's evaluation report.</p> <p>Deliverable - At the end of each Apprentices tour aboard the ship, the Ship Manager (Keystone) shall prepare an overall evaluation of the pilot program and include and evaluation of each apprentice. Provide a copy of this evaluation to the COR, ACO and MAR610 for the contract record as well as copies to the Director, Office of Maritime Workforce Development and the Director of Manpower at Seafarers International Union.</p> <p>The following is reimbursable under this project:</p> <p>Ship Manager Travel - Ship Manager staff travel shall be reimbursed IAW FTR according to contract clause G-15 to attend kick off meetings and other such meetings as may be required concerning this pilot program. COR preapproval is required.</p> <p>Apprentice Travel - Apprentice travel will be reimbursed IAW FTR travel to and from the Paul Hall Center for Maritime Training and Education, located in Piney Point, Md. or the apprentice's home to the designated ship upon joining and upon discharge only. No local or weekend travel reimbursement is authorized.</p> <p>Apprentice Meals - The apprentice meals during his ship board tour (Phase II training) will be aboard the assigned vessel as a ROS crew member. Ship Managers may submit invoices for reimbursement for meals provided to the apprentice.</p> <p>Apprentice Wages - The apprentice shall be paid at the ROS Oiler wage rate.</p> <p>Oiler Daily Wage = \$137.56</p> <p>Pension & Welfare = \$65.18 Vacation = \$6.88 Continued ...</p>				

CONTINUATION SHEET

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	Other = \$20.50 Payroll Taxes = \$14.44 Total Fringes & Taxes = \$107.00 Total per Day = \$244.56 Activation - If the ship Activates the Apprentice wage rate will shift to the FOS Oiler wage rate and all wages and benefits will be billed to the Activation, Operation and Deactivation Task Orders as appropriate. Overtime - The apprentice shall be paid at the ROS Oiler overtime rate (\$28.24 per hour). Overtime must be pre-approved by the COR IAW contract clause 5.8.5. Overtime will only be chargeable to the Ship Support Task Order for the ship the overtime is worked on. No overtime is reimbursable on this Task Order. Delivery Location Code: 00092-ANTARES ANTARES PIER 8, North Locus Point 1450 Nicholson St. Baltimore MD 21230-5309 USA Payment: MARAD A/P INVOICES 6500 SOUTH MACARTHUR BLVD OKLAHOMA CITY OK 73169 FOB: Destination Period of Performance: 10/01/2012 to 09/30/2013				