

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 6
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0001	See Block 16C	MA-PR617-20130007	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
U.S. DOT/ Maritime Administration Pacific Div. Acquisition Office MAR 380-4 201 Mission Street Suite 1800 San Francisco CA 94105	00094	U. S. DOT Maritime Administration Pacific Div. Acquisition Office MAR 380.4 201 Mission Street Suite 1800 San Francisco CA 94105	00094
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
Interocean American Shipping Corporation Attn: Mitch Walker 302 Harper Dr Ste 200 Moorestown NJ 08057-4701		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		DTMA8C11027	
		IAS27P2011004	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	03/15/2011	
132835366			

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) Net Decrease: -\$2,419.44
 70XS121710.2011. 81170PZPAT.1170000000.25432.61006600.701170PZPAT000

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: CLAUSE: 52.243-2 -- Changes --Cost-Reimbursement. (August 1987)
	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.)

PAT OTHER REIMB, OPS-MISSION FTM-15, IAS-PTK11-OPS1 A2
 CLOSEOUT

The Ship Manager hereby agrees that pursuant to FAR 4.804, Closeout of contract files, that all invoices have been submitted and paid for against this task order, and hereby certifies that, pursuant to Clause H.5 of the contract, the Ship Manager has paid to the Government any funds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Ship Manager or any assignee arising under this task order. Further, by signing this modification, the Ship Manager is providing a closing statement certifying completion of this order as required by FAR 4.804-5(a) (13).

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)
Karen Suarez Contracts Officer	Patricia L. Etridge
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	10-25-12
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA
	(Signature of Contracting Officer)
	16C. DATE SIGNED
	10/29/12

NAME OF OFFEROR OR CONTRACTOR
Interocean American Shipping Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>For details on funding adjustment and the new total amount see Line Item Summary.</p> <p>This task order is closed. Reason for Modification : Close Out</p> <p>Total Amount for this Modification: -\$2,419.44 New Total Amount for this Version: \$2,782,285.56 New Total Amount for this Award: \$2,782,285.56</p> <p>CHANGES FOR LINE ITEM NUMBER: 46AE Description changed from PTK MISSION FTM-15 OPS1A FY11 OPS - Mission FTM-15 PROJECT IAS-PTK11-OPS1A PERIOD OF PERFORMANCE: START DATE: 15 MARCH 2011 COMPLETE DATE: 30 JUNE 2011</p> <p>The approved business plan budget for this project is \$2,784,705. This project is fully funded.</p> <p>STATEMENT OF WORK:</p> <p>FY11 OPER Activation: The purpose of this project is to provide for the activation of the vessel in accordance with the MARAD approved ship manager's Activation Plan and testing of all equipment including cargo gear, to prepare for operation in support of the mission FTM-15.</p> <p>The work allowed to be completed under this project includes crew costs (wages, benefits, Minor Maintenance & Cure, transportation, overtime, etc.); vessel support services (material handling, fresh water/feed water, donkey boiler, crane service, oil boom removal, shore power disconnect, etc.); technical representatives and services (automation, communications, navigation, etc.); stores (provision/steward, engine, deck, etc.); in port services (agent fees, tug assist, pilots, line handlers, etc.); repairs, etc. (laundry/cleaning, waste disposal, minor repairs, etc.) required to activate the vessel.</p> <p>All completed work shall be in compliance with applicable standards as set forth in the Ship Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Manager contract at C.6.3, Compliance Documents, and subparagraphs thereto, at the time of acceptance.</p> <p>At conclusion of the activation, submit the following in an electronic format:</p> <ol style="list-style-type: none"> 1. Condition reports from all technical representatives as file attachments to the respective SRs in NS5. 2. Lessons learned during the activation as a file attachment to the SMGR Contract Deliverable Work Order. 3. List of uncorrected deficiencies (that require repairs) ; entered into NS5. <p>The above data shall be completed and submitted to MARAD thirty (30) days but NLT forty-five (45) calendar days after completion of the activation Activation: \$341,200</p> <p>***** *****</p> <p>FY11 OPER Operating Costs</p> <p>The purpose of this project is to provide for labor, materials, and services to conduct at-sea operational testing and declaring the vessel ready for sea (this is required only if the vessel has not been operational or carried out a maintenance sea trial within the last 12 months) and to operate the vessel for mission FTM-15, in accordance with MARAD approved Ship Manager's Operation Plans.</p> <p>The work covered under this project includes crew costs (wages, benefits, minor Maintenance & Cure, transportation, overtime, etc.); consumables (provisions/steward stores, engine/deck stores, lube oils, medical supplies, safety gear, etc.); Maintenance & Repairs (M&R)/spares (technical representatives, spares, regulatory fees, industrial assistance/voyage repairs, etc); admin costs (SM travel, etc.); and voyage costs (communications, laundry/cleaning services, waste disposal, etc.) required to operate the vessel.</p> <p>Operation Costs based on 22 days operations.</p> <p>* Separate tracking of crew costs, consumables, M&R/spares, SM admin and voyage costs by Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Requisition/PO is required.</p> <p>Crew Wages and Benefits \$484,000 Consumables (Deck/Eng/ Steward Stores) \$44,000 M&R and Spares \$44,000 Admin Costs \$10,000 Voyage Costs \$11,500</p> <p>***** *****</p> <p>FY11 OPER Fuel The purpose of this project is to provide fuel for the vessel in support of operations for mission FTM-15.</p> <p>12,200 bbls IFO-180 5,000 gallons MGO</p> <p>Estimated cost for Fuel \$1,384,900</p> <p>***** *****</p> <p>FY11 OPER Port Charges The purpose of this project is to provide for port charges for operation of the vessel in support of mission FTM-15.</p> <p>Pilots, Tugs, Line Handlers: \$130,000</p> <p>***** *****</p> <p>FY11 OPER Deactivation The purpose of this project is to provide for deactivation at the completion of operations at the conclusion of mission FTM-15.</p> <p>The work allowed to be completed under this project includes crew costs (wages & benefits, minor Maintenance & Cure, transportation, overtime, etc.); vessel support services (material handling, crane service, oil boom deployment, shore power connect, etc.); in port services (agent fees, tug assist, pilots, line handlers, etc.); repairs etc. (laundry/cleaning, waste disposal, minor repairs, etc.) required to deactivate the vessel.</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All completed work shall be in compliance with applicable standards as set forth in the Ship Manager contract at C.6.3, Compliance Documents, and subparagraphs thereto, at the time of acceptance.</p> <p>At conclusion of the no-notice test activation/mission (select appropriate), provide the following in an electronic format:</p> <ol style="list-style-type: none"> 1. Condition reports from all technical representatives as file attachments to the respective SRs in NS5. 2. Lessons learned during the no-notice test activation/mission (select appropriate) as a file attachment to the SMGR Contract Deliverable Work Order. 3. List of voyage repairs entered in NS5. <p>The above tasking shall be completed and submitted to MARAD NLT thirty (30) calendar days after completion of the deactivation.</p> <p>Sub-Line Item Estimated Cost \$ \$278,441 for Deactivation.</p> <p>***** *****</p> <p>FY11 OPER Other Reimbursables</p> <p>The purpose of this project is to provide for other Reimbursables as per the ship managers; contract in support of mission FTM-15.</p> <p>Other Reimbursables: \$15,000</p> <p>FY11 OPER SM Fixed Fees</p> <p>The purpose of this project is to provide for Ship Manager fixed fees in accordance with the ship manager contract for mission FTM-15, for the dates 3/25/2011 to 5/5/2011 (Total 42 days - subject to change).</p> <p>Fixed Fees: \$41,664 (42 days at \$992 per day)</p> <p>to PTK MISSION FTM-15 OPS1</p> <p>CLOSEOUT THIS TASK ORDER BY DEOBLIGATING Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$2,419.44 FINAL TOTAL = \$2,782,285.56 Total Amount changed from \$2,784,705.00 to \$2,782,285.56 Obligated Amount for this modification: -\$2,419.44</p> <p>CHANGES FOR DELIVERY LOCATION: 00094-PTK Amount changed from \$2,784,705.00 to \$2,782,285.56 Delivery Date Deleted : Previous Delivery Date: 06/30/2011</p> <p>CHANGES FOR ACCOUNTING CODE: 70XS121710.2011. 81170PZPAT.1170000000.25432.61006600.701170PZPAT00 0 Amount changed from \$2,784,705.00 to \$2,782,285.56</p> <p>Delivery Location Code: 00094-PTK PACIFIC TRACKER Inter American Shipping COTR: Dennis Gleavy 5555 N. Channel Ave Berth 301 PORTLAND OR 97217-7663</p> <p>Payment: MARAD A/P INVOICES 6500 SOUTH MACARTHUR BLVD OKLAHOMA CITY OK 73169</p> <p>FOB: Destination Period of Performance: 03/15/2011 to 06/30/2011</p>				