

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 13-Jul-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY SEALIFT COMMAND, HQ 914 CHARLES MORRIS COURT, SE WASHINGTON DC 20398	CODE N00033	7. ADMINISTERED BY (If other than item 6) MILITARY SEALIFT COMMAND, N1021/ PM1 914 CHARLES MORRIS COURT, SE WASHINGTON NAVY YARD DC 20398		CODE N00033	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) AAR AIRLIFT GROUP, INC. TIM CHILDREY DBA AAR AIRLIFT 2310 COMMERCE PARK DRIVE NE PALM BAY FL 32905-2698			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N00033-11-C-1003	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2011	
CODE 1WVA5	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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)					
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:					
X D. OTHER (Specify type of modification and authority) FAR 52.243-1 ALT IV Changes--Fixed Price					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: rosarioj122581 The purpose of this modification is to change Section C 6.8.11 & Section H 8.1 of the Contract. Please see attached.					
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) LISA BOUCHELLE / CONTRACT SPECIALIST		
			TEL: (b) (6) EMAIL: (b) (6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Lisa Bouchelle</u>		16C. DATE SIGNED 13-Jul-2012	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**MODIFICATION SUMMARY

1. This modification deletes and replaces Section 6.8.11. See SUMMARY OF CHANGES below.
2. This modification adds language to Section H 8.1 specifying the limitations to travel reimbursement. See SUMMARY OF CHANGES below.
3. The parties hereby agree that the change in terms and conditions of the contract set forth above provide them with full and complete adjustment to which each is entitled for the changes described above. The parties hereby waive all right, title, and interest to further adjustment for the aforesaid changes.
4. All other terms and conditions remain unchanged.

**SUMMARY OF CHANGES**

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

PERFORMANCE WORK STATEMENT**C 6.0 PERSONNEL SPECIFICATIONS**

C 6.8.11 The Contractor shall complete pilot proficiency training flights using deployed aircraft during extended non flying periods (8 days or more). These proficiency training hours are limited to four (4) hours per month per detachment. At least one hour out of each 30-day period shall be in night conditions. Hours shall be included in the daily flight schedule and reported in the daily report. Hours not used shall not be accumulated. All aircraft shall have two pilots during proficiency flights. At the approval of the COR additional flights hours for proficiency flights, above the 4 hours per month, may be approved to prepare pilots for specific VERTREP or logistics missions. All costs associated with the pilot proficiency flights outlined in this Section will be reimbursed by the Government in accordance with the respective flight hour rate under the associated flight hour CLIN.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SPECIAL CONTRACT REQUIREMENTS**H 8.0 ASHORE ACCOMMODATIONS**

H 8.1 The Contractor shall be fully responsible for all arrangements related to accommodations, victualling and transportation if detachment personnel are placed in shore facilities at the request of

the Contractor, or when the detachment is deployed ashore. The Government will reimburse costs incurred in accordance with B3.0. The Contractor shall not exceed rates estimated in the Joint Travel Regulation (JTR) for all travel reimbursement costs. Reimbursement for airfare shall not exceed the lowest customary standard, coach or equivalent airfare offered during normal business. The Contractor will not be reimbursed for travel expenses unless audited records for transportation contain evidence, such as original receipts substantiating actual costs incurred for travel. Actual costs shall be considered reasonable, allowable, and reimbursable only to the extent that they do not exceed on a daily basis the maximum per diem rate in effect at the time of travel as set forth in the Federal Travel Regulations, Joint Travel Regulations and Standardized Regulations as set forth in FAR 31.205-46.

(End of Summary of Changes)