

Company Name:  
CSI Aviation Services

Contract Number:  
HSCEOP-07-C-00023 (HSCEOP07C00023)

Solicitation Number:  
HSCEOP-07-R-00028 (HSCEOP07R00028)

Latest Modification Processed:  
P00003

Period of Performance:  
7/9/2007 through 9/30/2007

Services Provided:  
Provides air flight and bus transportation services from Tucson International Airport in Tucson, Arizona (AZ) to Mexico City International Airport, Mexico City, Mexico in support of the Mexican Interior Repatriation Program (MIRP).

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 29				1. REQUISITION NUMBER DRO-07-RQ2043		PAGE OF 1 40						
2. CONTRACT NO.		3. AWARD EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HSCEOP-07-R-00028		6. SOLICITATION ISSUE DATE 06/27/2007				
7. FOR SOLICITATION INFORMATION CALL:			8. NAME Michael Singh		9. TELEPHONE NUMBER (Do not call) 202-616- <span style="background-color: black; color: black;">[REDACTED]</span> b6		10. OFFER DUE DATE/LOCAL TIME 07/02/2007 1700 ES					
9. ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536				11. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE		12. FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(a)						
13. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED. <input type="checkbox"/> SEE SCHEDULE		14. DISCOUNT TERMS		15. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		16. RATING						
17. DELIVER TO CODE ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536			18. ADMINISTERED BY CODE ICE/CR/REMOVAL ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Michael Singh Washington DC 20536			19. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP						
17a. CONTRACTOR/OFFEROR CODE IHTWS CSI Aviation Services, Inc. 3700 Rio Grande NW, Ste. 1 Albuquerque, NM 87107		17b. FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE								
17c. TELEPHONE NO. (505) 761-9000				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18, UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
17d. CHECK IF REMITTANCE SUPPLEMENT AND PUT SUCH ADDRESS IN OFFER				18c. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18, UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
0001		Tax ID Number: Not Available DUNS Number: Not Available FUNDING FOR THE MEXICAN INTERIOR REPARATION PROGRAM (MIRE). PERIOD OF PERFORMANCE IS FROM JULY 9 2007 THROUGH SEPTEMBER 30 2007. Delivery: 30 Days After Award Period of Performance: 07/09/2007 to 09/30/2007 Base Period (July 09, 2007 through September 30, 2007) Continued .... (Use Reverse and/or Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM								27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.								29. AWARD OF CONTRACT REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCKS), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				30b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)								
30b.1. Ralph E. Parker, President				30c. 7/02/07				31a. NAME OF CONTRACTING OFFICER (Type or print) Deborah Locke		31c. DATE SIGNED		

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)  
Prescribed by GSA - FAR (48 CFR) 53.212

PRICE OPTION TWO - PART 129 - AERO MEXICO

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Chartered Passenger Air Transportation from 7/09/07 to 9/30/07- Round trip Price Per flight	b4	ea Flt	\$ [redacted]	\$ [redacted] b4
		[redacted] b4			
0002	Round Trip Bus Transportation from Nogales to Tucson Airport - price per round trip	b4	ea bus	\$ [redacted] b4	\$ [redacted] b4
0003	Round Trip Bus Transportation from Yuma to Tucson Airport- price per round trip	b4	ea bus	\$ [redacted] b4	\$ [redacted] b4
0004	Security guards for Nogales-per day	b4	ea day	\$ [redacted] b4	\$ [redacted] b4
0005	Mexican Bus Tickets	b4	per Person	[redacted] b4	\$806,400 (NTE)

\*\*\*CSI will bill ICE according to actual tickets purchased. The \$806,400 is Not To Exceed.

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32c. DATE    32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER    34. VOUCHER NUMBER    35. AMOUNT VERIFIED CORRECT FOR    36. PAYMENT    37. CHECK NUMBER

PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NUMBER    39. S/R VOUCHER NUMBER    40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT    42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c. DATE    42b. RECEIVED AT (Location)

42c. DATE REC'D (YYMMDD)    42d. TOTAL CONTAINERS

AWARD/CONTRACT

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

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Proc. Inst. Ident.) NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

POP-07-C-00023

07/09/2007

DRO-07-RQ2043

5. ISSUED BY

CODE

ICE/CR/REMOVALS

6. ADMINISTERED BY (If other than Item 5)

CODE

ICE/CR/REMOVALS

ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536

ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

CSI AVIATION SERVICES INC PO BOX 25604 ALBUQUERQUE NM 871250604

8. DELIVERY

FOB ORIGIN

OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

b2High

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

ITEM

CODE 1027934600000

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

ICE

12. PAYMENT WILL BE MADE BY

CODE

Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536

U.S. DEPT. OF HOMELAND SECURITY U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., SUITE 800 WASHINGTON DC 20536

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304 (c)

41 U.S.C. 253 (c)

14. ACCOUNTING AND APPROPRIATION DATA

See Schedule

15A. ITEM NO

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

Continued

15G. TOTAL AMOUNT OF CONTRACT

\$11,184,264.0

16. TABLE OF CONTENTS

Table with columns: (X) SEC., DESCRIPTION, PAGE(S), (X) SEC., DESCRIPTION, PAGE(S). Rows include PART I - THE SCHEDULE (A-H) and PART II - CONTRACT CLAUSES (I), PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. (J), PART IV - REPRESENTATIONS AND INSTRUCTIONS (K-M).

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise above and on any continuation sheets for the consideration stated herein.

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER

Judith Blake

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY

(Signature of person authorized to sign)

BY

(Signature of the Contracting Officer)

7/03/200

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEOP-07-C-00023

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NAME OF OFFEROR OR CONTRACTOR

CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 85-0278732 DUNS Number: 102793460 Delivery: 30 Days After Award Accounting Info: <div style="background-color: black; color: white; text-align: center; padding: 2px;">b2High</div> \$11,184,264				
0001	FOB: Destination Period of Performance: 07/02/2007 to 09/30/2007 FUNDING FOR THE MEXICIAN INTERIOR REPATRIATION PROGRAM (MIRP). PERIOD OF PERFORMANCE IS FROM JULY 2007 THROUGH SEPT 30 2007. Obligated Amount: \$11,184,264.00  The award of this contract is for a period of 3 months base with NO OPTIONS. The award is for the Price two Option- Part 129- Aero Mexico. In the event that a second flight is required during the period of performance of this contract, the discount of \$ <div style="background-color: black; color: white; text-align: center; padding: 2px;">b4</div> is also accepted.  NOTE: 47.405 Contract clause. The contracting officer shall insert the clause at 52.247-63, Preference for U.S.-Flag Air Carriers, in solicitations and contracts whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the contract. This clause does not apply to contracts awarded using the simplified acquisition procedures in Part 13 or contracts for commercial items (see Part 12).  The total amount of award: \$11,184,264.00. The obligation for this award is shown in box 15G.  Verbal Award issued on 7/2/2007 by Judith Blake, Contracting Officer	1	EA	11,184,264.00	11,184,264.00

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 P00001 07/03/2007 DRO-07-RQ2043

6. ISSUED BY CODE ICE/CR/REMOVALS 7. ADMINISTERED BY (If other than Item 6) CODE ICE/CR/REMOVALS  
 ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536  
 ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 CSI AVIATION SERVICES INC PO BOX 25604 ALBUQUERQUE NM 871250604 (x)

9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00023 (x)  
 10B. DATED (SEE ITEM 11) 07/02/2007

CODE 102793460000 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 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 Increase: \$806,400.00  
 See Schedule

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).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)

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.)  
 Tax ID Number: 85-0278732  
 DUNS Number: 102793460  
 The purpose of this modification is to add CLIN 0005 Mexican BUs Tickets in accordance with the SF 1449, which was incorporated in the Award of this contract. The Not-To-Exceed (NTE) amount of this CLIN is \$806,400.00.

CSI Inc. will invoice for this CLIN only for actual tickets purchased during the performance of this contract.

LIST OF CHANGES:  
 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)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) Judith M. Blake (Signature of Contracting Officer) 7/03/2007

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEOP-07-C-00023/P00001

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NAME OF OFFEROR OR CONTRACTOR  
 CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount for this Modification: \$806,400.00 New Total Amount for this Award: \$11,990,664.00 Obligated Amount for this Modification: \$806,400.00				
	New Total Obligated Amount for this Award: \$11,990,664.00 Delivery: 30 Days After Award Discount Terms: [REDACTED] b2High Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: [REDACTED] b2High \$806,400.00 FOB: Destination Period of Performance: 07/02/2007 to 09/30/2007 Add Item 0002 as follows:				
0002	FUNDING FOR THE MEXICIAN INTERIOR REPATRIATION PROGRAM (MIRP) - CLIN 0005 MEXICAN BUS TICKETS. PERIOD OF PERFORMANCE IS FROM JULY 2007 THROUGH SEPT 30 2007. Obligated Amount: \$806,400.00	1	EA	806,400.00	806,400.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 07/12/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/CR/REMOVALS	7. ADMINISTERED BY (if other than Item 6) ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/CR/REMOVALS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CSI AVIATION SERVICES INC PO BOX 25604 ALBUQUERQUE NM 871250604		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)	
CODE 1027934600000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00023 10B. DATED (SEE ITEM 11) 07/02/2007	

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)  
no cost modification

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 data, 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: 43.103
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Tax ID Number: 85-0278732  
DUNS Number: 102793460  
Contract # HSCEOP-07-C-00023 which provides for air charter flights for the MIRP 2007 Program is hereby modified as follows:

- This modification is to confirm the verbal authorization to proceed under mutual agreement of the parties on July 12, 2007.
- The Contractor and Government mutually desire to modify this agreement.

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) Deborah W. Maestris - SRVPOF	15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 07/13/07	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judith M. Blake	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 7/13/07
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR  
CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. The Contractor agrees:</p> <p>3.1. To reschedule one flight originally planned for July 11 which was delayed due to mechanical failure, and which, if completed, would have arrived after the permissible time for bus transportation onward;</p> <p>3.2. To complete the rescheduled flight on July 12th (in addition to two other scheduled flights) for the same price as if it had been completed on July 11;</p> <p>3.3. To reschedule bus transportation and other services as necessary to assure all other terms and conditions of the contract are met at no additional charge to the government;</p> <p>4. The Government agrees that for and in consideration of items 1-3 above, and</p> <p>4.1. Since the Government elected to return the detainees to Nogales to assure their health and safety (thereby making it impossible for the contractor to complete the flight on July 11 on a delayed schedule), and</p> <p>4.2. To assure detainees are returned to their home country quickly and safely</p> <p>4.3 The Government will any waive deductions and penalties that otherwise would have been associated with the flight delay on July 11, 2007. Such action does not otherwise modify the terms and conditions of this contract.</p> <p>5. Any questions regarding this modification, should be addressed to Janis Anderson, Contract Specialist on 202/307- [REDACTED] b6 Period of Performance: 07/02/2007 to 09/30/2007</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 08/06/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/CR/REMOVALS	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/CR/REMOVALS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CSL AVIATION SERVICES INC PO BOX 25604 ALBUQUERQUE NM 871250604		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 102793460000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00023	10B. DATED (SEE ITEM 11) 07/02/2007

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)

See Schedule

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: 43.103
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 3 copies to the issuing office.

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

Tax ID Number: 85-0278732  
DUNS Number: 102793460  
Period of Performance: 07/02/2007 to 09/30/2007  
Contract #HSCEPO-07-C-00023 which provides for air charter flights for the MIRP 2007 Program, is hereby modified as follows:

- The Contractor and Government mutually desire to modify this contract with no change in the contract price.
  - Paragraph 5a located on page 9 of the contract is revised to clarify the requirements of the armed security guard and the bus driver.
- 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) R. E. PARKER, JR. PRES.	15B. CONTRACTOR OFFICER [Signature]	15C. DATE SIGNED 8/7/07	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judith M. Blake, Contracting Officer	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 8/12/07
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Please remove old page 9 and replace with new page 9 (modification #3)</p> <p>3. Paragraph 5c located on page 10 of the contract is modified to address per diems and the number of hours associated with a standard work day:</p> <p>3a. Your request for per diem for lodging is denied, as it is based on the possibility of mechanical failure of the bus. Paragraph 5c is revised to state that per diems will only be granted in the event the driver exceed the number of allowable hours due to the fault of the Government.</p> <p>3b. Paragraph 5c is revised to remove all references to the number of hours included in a standard work day for a bus driver, to comply with the ICE transportation standard which is referenced in the paragraph.</p> <p>Please remove old page 10 and replace with new page 10 (modification #3)</p> <p>4. Paragraph 8 located on page 13 of the contract is modified to change invoice frequency from monthly to bi-monthly.</p> <p>Please remove old page 13 and replace with new page 13 (modification #3)</p> <p>5. The actions of this modification do not otherwise modify the terms and conditions of this contract.</p> <p>6. Any questions regarding this modification, should be addressed to Janis Anderson, Contract Specialist, on 202/307-<span style="background-color: black; color: black;">[REDACTED]</span> b6</p>				

of travelers from the Nogales Staging Facility and from the Yuma Border Patrol Station to the Tucson International Airport.

**4a.** The contractor shall provide the personnel, buses, and other facilities required to meet Mexican nationals returning from the United States and arriving at the Mexico City International airport. Note: the contractor shall not provide bus tickets to Mexican nationals who reside in Mexico City, the state of Sonora, or to destinations not documented as the individual's place of residence.

**4b.** Prior to the arrival of each flight, the contractor shall deploy a travel agent/company representative to the Mexico City International Airport. The contractor shall provide transport for the Mexican nationals from the parked aircraft position to the airport terminal and/or to the nearest full-service local bus terminal, as necessary. The contractor shall provide each Mexican national with a bus ticket for transport to, or as close to their respective village, town, or city as possible, however, no bus tickets will be provided to Mexican nationals who reside in Mexico City, the state of Sonora, or to destinations not documented as the individual's place of residence.

**4c.** The contractor shall purchase non-refundable, non-transferable, one-way tickets and deliver them to those Mexican nationals electing onward transportation only to their documented Mexican place of residence and excluding Mexico City and the state of Sonora. Total cost of bus tickets for the program will not exceed an average value of \$ b4 US per ticket.

**4d.** The contractor shall maintain and provide the US Government with documentation that denotes each onward traveler's name, destination, and the cost of their bus ticket. The contractor shall also provide a means to collect this information (i.e. portable laptop computer with a high-speed-wireless internet connection and access). This information shall be forwarded electronically by 12:00 PM Washington, DC local time on the day following each flight to the COTR and any additional offices that he shall designate. This information shall be available in hard copy, upon Government request, at no additional cost to the Government with the following sorting format for both the electronic and hard copy report: last name first, first name last, destination, and cost of bus ticket, sorted in this order. Included also, will be a daily cumulative status of the average cost of tickets issued.

## **5. DOMESTIC SECURITY and TRANSPORTATION REQUIREMENTS**

The contractor will provide all such transportation services as may be required to transport Mexican nationals securely, in a timely manner, to designated locations. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the contractor shall assign the employees to supplement security duties within the facility to assist ICE designated officials.

**5a.** The contractor shall assign at least four (4) two-person teams of transportation teams on a daily basis distributed throughout a twenty-four (24) hour period daily. Each transportation team shall consist of one (1) armed escort and one (1) unarmed driver per bus. Individuals, if qualified, may act as either the armed security escort or driver to allow the flexibility to switch roles if necessary or convenient to preclude exceeding maximum driving hour limits. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE and DOT transportation requirements.

**5b.** The contractor shall furnish a minimum of five (5) vehicles in good repair and suitable, approved by the government, to safely provide the required transportation service. At least four of the vehicles must have the capacity of either forty-eight (48) or forty (40) passengers and the other vehicle must have a capacity of at least twelve (12) passengers. Nothing in this agreement shall restrict the contractor from acquiring additional vehicles as deemed necessary by the contractor at no cost to the Government. The contractor shall not allow employees to use their privately owned vehicles to transport Mexican nationals. The contractor shall furnish vehicles equipped with interior security features including physical separation of Mexican nationals from guards. ~~The contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.~~

**5c.** The contractor shall comply with ICE and DOT transportation standards related to the number of hours the contractor employee may operate a vehicle. The Government will only grant per diem costs in the event that due to the fault of the Government, transportation services involving distances exceed a standard work day to complete, as defined by ICE and DOT Transportation standards. Overnight lodging resulting from transportation services which would exceed ICE and DOT standards shall be approved in advance by the COTR or designated ICE official. The contractor shall be reimbursed approved related costs of lodging and meals commensurate with the U.S. General Services Administration per diem rates for the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the position.

The transportation shall be accomplished in the most economical manner.

**5d.** The contractor personnel provided for the above services shall be of the same qualifications, receive the same training, successfully complete the same criminal background checks, and wear the same uniforms as those contractor personnel that are provided for in the other areas of this agreement. In addition, the contractor will certify that all crewmembers provided have successfully completed criminal background investigations within the previous twelve months, and that based on the results of the background investigation, a determination has been made that all crewmembers are qualified to perform duties associated with this contract. Any instance of justifiable criminal arrest and/or conviction, or non-disclosure of same, will preclude an individual from eligibility to act in any position associated with this contract. Questions concerning guard assignments shall be requested of the COTR for final determination.

**5e.** The contractor shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The contractor shall then transport the detainee to the detention site.

**5f.** When the COTR provides documents to the contractor concerning the detainee(s) to be transported and/or escorted, the contractor shall deliver these documents only to the named authorized recipients. The contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

**5g.** The contractor shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand,

**8. INVOICING**

All invoices are to be submitted, ON A BI-MONTHLY BASIS, either by mail or FAX, to the Contracting Officer's Technical Representative (COTR).

Art Howard, COTR  
801 I Street, NW  
Suite 800 (ATU HQDRO)  
Washington, DC 20536  
FAX: 202-732-[REDACTED] b6

**9. PERMITS AND LICENSES**

In the performance of the work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, state, or local governments, or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances

**10. SUBCONTRACTING**

In accordance with HSAR 3052.219-70, and as applicable to commercial contracts, should the contractor intend to subcontract any portion of the requirements of this contract, the SF 295 "Summary Subcontract Report" must be completed in the Electronic Subcontracting Reporting System (ESRS). This website can be accessed at <http://www.esrs.gov>.

**11. PROPOSAL SUBMITTAL INSTRUCTIONS**

1. Telegraphic/electronic submission of proposals will be accepted, in accordance with FAR 52.214-13.
2. Proposals must be submitted by the closing date: Monday July 2, 2007, 1:00pm eastern daylight time
3. Completion of subcontracting information in the ESRS must be accomplished with proposal submission. (see paragraph 10 above)