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To: "Jean Gray (E-mail)" <gray@wapa.gov>
Date: 11/12/2003 12:52:24 PM
Subject: Comments on Parker Davis 2008 Contract Amendments

Jean,

Thanks for the opportunity to attend the Western customer meeting last week on the Parker Davis Contract Amendment that will extend the existing contracts for 20 years beginning in 2008. I have a comment on the information that was discussed at the meeting.

Slide number thirteen (Explanatory Recitals) addresses a requested change to subsection 2.4 of the contract amendment. While a request had been made to change the wording from "advance funding" to "prepayment," the slide indicated Western's need to have the wording "payment in advance" or "advance payment." I support Western's wording and request that the words "prepayment" not be used. While the two wordings don't appear to be materially different there is a significant difference. It is a common and strict rule that the Air Force does not "prepay" for service.

As we discussed at the meeting, if we can continue the existing advance funding agreements after the contract extension it should simplify the transition after the agreements expire in 2008 for the Air Force bases (Edwards, Nellis, March and Luke).

Thanks,

Jim

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