

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/DOYMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302  Jill E. Becker (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DHL AIRWAYS, INC. 515 W Greens Rd Houston, TX. 770674531		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. F11626-02-A-0008	
			10B. DATED (SEE ITEM 13) 04/Sep/2002	
CODE 0LX37	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.

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 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)

CODE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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 Clause 52.212-4(c) - <del>Contract Terms and Conditions-Commercial Items (May 2001)</del>
	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.)  
SEE CONTINUATION ON PAGE 2

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) Vicki W. Bretthauer SR. V.P. Operations	16A. NAME AND TITLE OF SIGNER (Type or print) PAMELA S. MORAN Pamela.Moran@scott.af.mil (618) 229-4770
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 1/22/03	16C. DATE SIGNED 1/29/03

DHL AIRWAYS, INC.

F11626-02-A-0008-A00003

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a. The purpose of this modification is to change the following:

(1) Page 16, I. Description of Service, first sentence of paragraph 1, change to read "The purpose of this BPA is to provide domestic express small package delivery services for next day and second-day delivery for the United States (US) Department of Defense (DOD)."

(2) Page 31, Exhibit B, Definitions, remove Same Day Service: Delivery service with delivery the same day of pick-up.

b. There is no cost associated with these changes. There are no other changes to the Blanket Purchase Agreement as a result of this modification.

c. Revised pages are attached. Changes are identified by a vertical line in the right margin.

**STATEMENT OF WORK**  
**DOMESTIC EXPRESS DELIVERY OF SMALL PACKAGES**

**I. DESCRIPTION OF SERVICE**

1. Scope of the Blanket Purchase Agreement (BPA)

1.1. The purpose of this BPA is to provide domestic express small package delivery services for next day and second-day delivery for the United States (US) Department of Defense (DOD). Domestic express small package delivery service includes door-to-door, pickup and delivery, transportation, and in-transit visibility (ITV) of extremely urgent letters and small packages up to and including 150 pounds. Contractors must participate in the Civil Reserve Air Fleet (CRAF), be registered in the Central Contractor Registration (CCR), and participate in PowerTrack. The Contractor shall deliver to 95% of all ZIP Codes, excluding Post Office boxes, Army Post Office (APO) or Fleet Post Office (FPO) addresses located in the CONUS, Alaska, Hawaii, and the Commonwealth of Puerto Rico and all ZIP Codes provided to their commercial customers, whichever is greater.

1.2. This BPA is a mandatory source for all Department of Defense (DOD) small package delivery service requirements within the scope of the GSA Multiple Award Schedule and this BPA.

1.3. Third (3<sup>rd</sup>) party logistics Contractors, under a cost-reimbursable contract, may also use this BPA for official business conducted on behalf of the US Federal Government, if mutually agreed upon by the domestic express Contractor. Invoicing and billing procedures shall be mutually agreed upon between the third-party Contractor, the sponsoring agency, and the domestic express Contractor (See Exhibit G).

2. Definitions. Refer to Exhibit B for definitions of all Government unique terms used in this BPA.

3. Basic Service. The Contractor shall provide express service through pick-up, transport, active tracking, and delivery of extremely urgent letters and small packages to and from CONUS, Alaska, Hawaii, and Commonwealth of Puerto Rico locations in accordance with the GSA Multiple Award Schedule Scope of Work, commercial practices, and DOD/agency requirements.

4. General Requirements.

4.1. BPA prices for basic service shall be inclusive of all charges (e.g., inclusive of pickup and/or delivery charges).

4.2. The contractor shall make available services not specified in this BPA, but which are contained in the contractor's commercial service guide (CSG) or are offered to their commercial customers. If the contractor provides these services to its commercial customers at no cost, these services shall be provided to the government at no additional cost. The charge applied to commercial customers for these services will be used to compute the governments' service charge.

4.3. Exceptions to mandatory use.

4.3.1. Express small package shipments and extremely urgent letters to destinations between 0 and 500 miles from origin/shipper.

**Hardcopy Reports:** Information provided in paper format.

**Hazmat:** A substance or material that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and that has been so designated. The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous under the provisions of the Code of Federal Regulations (CFR) Title 49, Parts 172.101 and 172.102, and materials that meet the defining criteria for hazard class and divisions in CFR Title 49, Part 173.

**High Volume Shipping Locations (HVSL):** Installations with 500 or more shipments per week.

**Implementation Period:** The period of time between the BPA award date and the date the Contractor starts providing BPA service.

**Internet:** A large collection of inter-connected computer networks.

**Length and Girth:** The measurement of a package consisting of the length added to the girth.

**Letter/Letter Pack:** A small package used by the Contractor to ship extremely urgent letters (approximately 9 ½" x 12 ½"). The package shall be prominently marked on the outside cover with the words, "Extremely Urgent" or "Private Carriage Authorized by Postal Regulations (39 CFR 320.6)."

**Lock/Drop Boxes:** Stand-alone containers that will accept packages up to 10" x 10" x 12" weighing up to 25 pounds.

**Manifest:** Documentation used for multiple package shipments on the same CBL or electronic CF&P, in lieu of individual bills of lading for each shipment.

**Next Business Day:** The business day following the day of pick-up.

**Package:** Any shipment that is not in an envelope or document package.

**Pick-up:** Pickup at the origin Government or commercial office or front door of the private residence address of the consignor or responsible individual, unless other arrangements are made between the consignor and the Contractor (e.g., pickup at a central location).

**Program Office (PO):** Designated DOD office responsible to provide all acquisition support necessary to implement DOD's domestic express transportation requirements.

**Receipt:** A signature by the consignee verifying delivery of a package has been made.

**Second Business Day:** The second business day following the day of pick-up.

**Shipment:** A single package or multiple packages tendered to a Contractor by one shipper/consignor at one location at one time for delivery to one consignee at one location on one commercial or Government bill of lading.