

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	41
2. AMENDMENT/MODIFICATION NO P00009	3. EFFECTIVE DATE 15-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. F3SF997198A001		5. PROJECT NO.(If applicable)	
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357	CODE HTC711	7. ADMINISTERED BY (If other than item 6) USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNITED PARCEL SERVICE COMPANY CCR EXPIRE 03/11/2009 1400 N HURSTBOURNE PKWY LOUISVILLE KY 40223-4015			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HTC711-08-D-0007	
			X	10B. DATED (SEE ITEM 13) 01-Oct-2007	
CODE 0FAG6	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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c)					
D. OTHER (Specify type of modification and authority)					
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: tchickbn09405 See attached Summary of Changes					
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)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

- A. The primary purpose of this modification is to make the following administrative changes to the contract:
1. Change PWS Cover Page date from 01 November 2008 to 15 December 2008.
 2. Paragraph 4.2.2.2: The format for the monthly Detail Report has been modified with several minor clarification-type changes. For instance, under the Standardized File Format and the File Naming Conventions instructions, 11.d. is changed to clarify that the report for this contract should reflect Program Type - W = WWX. Also, the requirement to show the Dimensional Weight of the piece has been deleted. Also, the requirement for Notification date & Notification date-Time Zone (The date and time of when the carrier was notified the package was available for shipping) has been deleted. There are other changes to the Report format that are highlighted in red on Exhibit E.
 3. Paragraph 4.2.2.1 and 4.2.2.2.2: These paragraphs have been expanded to clarify that if there were no deliveries or no accessorials charged during the reporting periods, an email stating that there were no deliveries or no accessorials (as applicable) will satisfy the contractual requirements as it pertains to Contractor Reports. This clarification has been added to the Exhibit E format as well.
 4. Update PWS Attachment 2, *Email Addresses for Monthly Report Submissions*. An addressee was deleted and one was added. Barbara Hicks was deleted and Dorothy Harris was added
 5. Update PWS Attachment 3, *Email Addresses for Contracting Officers*. Barbara Hicks was deleted as a contracting officer and Dorothy Harris was added as the Contract Specialist/Administrator.
- B. The attached pages are provided to replace the pages of your contract immediately behind your Schedule of Services. These changed pages show all modifications incorporated into a single document with the changes highlighted in color. Previous changes are shown in **BLUE** and are also marked with the Modification Number that affected the change. All changes affected by this instant modification (P00009) are highlighted in **RED**. Modification P00009's changes are also highlighted with a vertical bar on the right side of the affected text.
- C. All other terms and conditions remain unchanged.
- D. In consideration of the modification agreed to herein, it is understood and agreed that the terms of this modification provide complete and equitable adjustment of all claims and/or demands, which the contractor may be entitled to as a result of this modification.

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$2,500.00		\$100,000,000.00
1001		\$2,500.00 \$0.00		\$100,000,000.00 \$0.00 P00001
2001		\$2,500.00 \$0.00		\$100,000,000.00 \$0.00 P00001
3001		\$2,500.00 \$0.00		\$100,000,000.00 \$0.00 P00001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2007 TO 30-SEP-2008	N/A	AS SPECIFIED ON INDIVIDUAL ORDER INDORD INDORD AA FOB: Destination	INDORD
1001	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	INDORD
2001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	INDORD
3001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	INDORD

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-37	Multiple Payment Arrangements	MAY 1999
52.247-8	Estimated Weights or Quantities Not Guaranteed	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006

CLAUSES INCORPORATED BY FULL TEXT

[52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS \(SEP 2008\)](#)
Changed by P00008

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- _X_ (8)(i) 52.219-9, Small Business Subcontracting Plan ([APR 2008](#)) (15 U.S.C. 637(d)(4)).
Changed by P00008
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- _X_ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- ___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (25) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (26)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (27) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (28) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (32) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (33) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (34) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (35) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (36) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 Oct 07 (or date of award if subsequent thereto) through 30 Sep 08** for the base period, **01 Oct 08 through 30 Sep 09** if the first option year exercised, **01 Oct 09 through 30 Sep 10** if the second option year is exercised, and **01 Oct 10 through 30 Sep 11** if the third option year is exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

TCAQ Note: See PWS, para 1.14, Ordering, for additional Traffic Manager/Ordering Office ordering instructions.
Added by P00006

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$10,000.00;

(2) Any order for a combination of items in excess of \$100,000.00; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 7 days after contract expiration.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor at least 15 calendar days prior to expiration of the existing contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days prior to expiration of the existing contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4-Years and 6-Months.

(End of clause)

52.228-3 -- Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of Clause) (added by P00008)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

(End of clause)

FAR clause 52.222-50, COMBATING TRAFFICKING IN PERSONS, dated Aug 2007, is hereby incorporated into the contract.

Added via P0001

FAR clause 252.201-7000, CONTRACTING OFFICER'S REPRESENTATIVE, dated DEC 1991, is hereby incorporated into the contract.

Added via P0001

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates

payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.228-7003 Capture and Detention. (DEC 1991)

(a) As used in this clause—

(1) “Captured person” means any employee of the Contractor who is—

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either—

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A “period of detention” begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) “United States” comprises geographically the 50 states and the District of Columbia.

(4) “War Hazards Compensation Act” refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of—

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

(End of clause) (added by P00008)

TCAQ 07-03 TASK AND DELIVERY ORDER OMBUDSMAN. (Jan 2007)

In accordance with FAR 16.505(b)(5), the following individual is designated Ombudsman, for all awarded World Wide Express contracts. The Ombudsman is an independent official designated to review complaints and to ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not alter or postpone the timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Mr. Dale Huegen
Deputy, Acquisition and Business Support Directorate
Command Acquisition
Telephone Number: 618-256-4300 FAX: 618-256-4702
Email Address: dale.huegen@ustranscom.mil

TCAQ-I 08-01 ECONOMIC PRICE ADJUSTMENT (Header added via P00005)
ECONOMIC PRICE ADJUSTMENT (EPA)

- (a) In order to protect the contractor and government against significant market fluctuations, the unit prices shall be adjusted on 1 Oct of each Option Year beginning 1 Oct 2008. The adjustment shall be based on the North American Industrial Classification System (NAICS) Index for International Expedited Courier Services (NAICS 492110202). In the event publication of the index is discontinued, the parties shall agree upon an appropriate substitute index.
- (b) Index figures subsequently revised by the Bureau of Labor Statistics (e.g., amending formerly released indices by removing or replacing components within the index, describing revisions by footnote or appendix, significantly altering the method of calculating the index, or any other method) shall not warrant a retroactive price adjustment under the terms and conditions of this contract.
- (c) Price adjustments shall be executed via a contract modification.
- (d) Any price adjustments under this EPA clause shall be rounded to two decimal positions (e.g. \$1.50).
- (e) The formula for determining the adjusted unit prices for the Option Year is –

$$\left(\frac{I_2}{I_1} \right) \times P = \text{Adjusted Unit Price}$$

Where:

P = Base contract unit price listed in the Schedule. These prices are fixed and establish the base for all adjustments to future option years. Exception: If at any time the adjusted unit price falls below the base contract unit price, the adjusted unit price shall become the new base contract unit price for calculating future economic price adjustments.

I₁ = Index for Base Period (average of the index figures for the 12 month period from Jun 2006 through May 2007. This figure will be provided by contract modification after index data for that period is finalized. This number will not change for the life of the contract.

I₂ = Index for the Adjustment Period is the average of the index figures for the most recent 12 month period ending 4 months prior to start of the next option period:

- Option Year 1 = Average of index figures from Jun 2007 through May 2008
- Option Year 2 = Average of index figures from Jun 2008 through May 2009
- Option Year 3 = Average of index figures from Jun 2009 through May 2010

EXAMPLE:

Contract performance start date is 01 Oct 07. The first EPA will take place on 1 Oct 08.

Sample Index:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2006						123.2	124.7	124.2	125.8	126.8	128.4	130.5
2007	132.4	131.0	131.9	131.9	134.8	134.8	133.8	135.7	136.2	139.0	143.3	143.3
2008	153.5	153.3	153.3	153.3	153.3							

P = \$2.34

I₁ = Avg from Jun 2006 through May 2007

$$(123.2 + 124.7 + 124.2 + 125.8 + 126.8 + 128.4 + 130.5 + 132.4 + 131.0 + 131.9 + 131.9 + 134.8)/12 = \mathbf{128.8}$$

I₂ = Avg from Jun 2007 through May 2008

$$(134.8 + 133.8 + 135.7 + 136.2 + 139.0 + 143.3 + 143.3 + 153.5 + 153.3 + 153.3 + 153.3 + 153.3)/12 = \mathbf{144.4}$$

[(144.4/128.8) x \$2.34] = [1.1211 x 2.34] = 2.6234 ~ **\$2.62**

(f) Notwithstanding the economic price adjustment discussed above, the Government will accept one downward price adjustment annually. The revised pricing must be submitted no later than 30 Jan, for prices to be effective by 1 Apr. The downward adjustment percentage shall apply to all incremental and aggregate pricing within the identified CLIN(s).

(g) In addition, carriers may waive the EPA or any part of thereof for the entire contract or identified CLIN(s). The adjustment percentage shall apply to all incremental and aggregate pricing within the identified CLIN(s).
Changed via P00001

The following was added via P00005

TCAQ-I 08-02 AI 25.3 Compliance with Laws and Regulations. For contracts with performance in Iraq and Afghanistan:

Compliance with Laws and Regulations (5 Nov 07). The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.
(End) (Added via Modification P00004)

The following was added via P00005

TCAQ-I 08-03 Based upon guidance from CENTCOM J4C, the following DFARS Class Deviation applies to individuals performing in theater for 30 days or more:

CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-O0010)

(a) *Definitions.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.
“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;
(2) Treaties and international agreements;
(3) United States regulations, directives, instructions, policies, and procedures; and
(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander;
however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.
(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and

- Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.
- (2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:
- (i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.
 - (ii) In order to obtain an AKO account, the Contractor shall—
 - (A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;
 - (B) Go to <http://www.us.army.mil>;
 - (C) Enter the AKO sponsor username; and
 - (D) After AKO registration, contact the sponsor to confirm registration.
 - (iii) *Registration in SPOT.*
 - (A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.
 - (B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.
 - (iv) *Access to SPOT.* Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spotracker>.
 - (v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.
- (3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.
- (h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.
- (i) *Weapons.* (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—
- (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
 - (ii) The _____ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.
- (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
- (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) *Military clothing and protective equipment.* (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear

distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.* (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.* In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

**PERFORMANCE WORK STATEMENT
(PWS)**

~~21 Feb 2007~~

~~10 March 2008~~

~~01 October 2008~~

~~15 Oct 2008~~

~~01 November 2008~~

15 December 2008 P00009

WORLDWIDE EXPRESS (WWX-4)

INTERNATIONAL EXPRESS PACKAGE SERVICE

HEADQUARTERS AIR MOBILITY COMMAND

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The above were added via P00005

1. Description of Services.

1.1. Scope of Contract. The purpose of this contract is to provide international commercial express package service for the United States (US) federal government. Express service includes time-definite, door-to-door pick-up and delivery, transportation, Intransit Visibility (ITV), PowerTrack participation, and expedited customs processing and clearance of extremely urgent letters and packages weighing up to and including 300 lbs/136 kgs.

1.1.1. Service will be required from Continental United States (CONUS) to Outside Continental United States (OCONUS), OCONUS to CONUS (retrograde routes), and OCONUS to OCONUS locations (lateral routes). CONUS includes Alaska, Hawaii, and Puerto Rico. Minimum on-time requirements are: 95% for all High Volume Routes (HVR) and 92% for all other locations identified in Exhibit H

1.1.2. In accordance with DoD Transportation Regulation (DTR) Part II, Chapter 202, this contract is a mandatory source for the transportation and movement of materiel initiated or sponsored by Department of Defense (DOD) activities unless otherwise exempt (DTR Part II, Chapter 201.) See paragraph 1.14, Ordering.

1.1.3. Civilian federal agencies/organizations may also use this contract. Any agency/organization using the WWX contract must adhere to all of its current terms and conditions. No modification to the terms and conditions are allowed without prior approval of the WWX Procuring Contracting Officer.

Agencies/organizations will need to establish accounts with each prime contractor they use. Each civilian federal agency/organization is responsible for compliance with FAR 4.6, Contract Reporting, and the civilian federal agency's supplements thereto. Questions concerning the use of the contract and the methods of procurement (CBL/GBL/Task Order, etc.) against the contract may be addressed to the WWX Procuring Contracting Officer identified in PWS Attachment 3.

Above was modified by P00008.

1.1.4. Cost-reimbursable contractors (e.g., prime vendor, virtual prime vendor, on-demand manufacturing, quick response, corporate contracts, and E-mall contractors), as approved by the Administrative Contracting Officer, may use the transportation services and rates provided under this contract for official business conducted on behalf of the US Federal Government, if agreed upon by the WWX-4 contractor. Invoicing, billing, claim, dispute, and other contractual procedures between the third-party contractor and WWX-4 contractor shall be mutually agreed upon under separate, independent agreement between the third-party contractor and the WWX-4 contractor.

1.2. Basic Service. Provide international commercial express package door-to-door service to and from locations listed in Exhibit H.

1.2.1. Contract prices for basic service shall be inclusive of all charges.

1.2.1.1. Prepayment or collect charges from the consignee shall not be allowed.

1.2.1.2 The contractor shall assign account numbers to all shippers and/or shipping locations, if one does not already exist.

1.2.2. Contractor must comply with all local laws.

1.2.3. Transit times shall be inclusive of customs processing and the 24-hour loss or gain from the International Date Line. See Exhibit H for specific transit times.

1.2.3.1. The day of pick-up does not count toward the number of transit days.

1.2.4. Basic service is required Monday through Friday, except holidays, and/or those holidays specific to international countries, as applicable.

1.2.5. Provide pick-up at contractor lock/drop boxes during the same hours as provided to their commercial customers.

- 1.2.6. When authorized by the shipper on the Commercial Bill of Lading (CBL), Electronic Commercial Forms and Procedures (CF&P), Government Bill of Lading (GBL) (i.e. Korea), or other government documents as approved by the Contracting Officer (CO) (i.e. 68B)—hereafter the “order,” the shipment shall be considered delivered when the shipment is left without signature at the front door of the consignee’s address.
- 1.2.7. Attempted Delivery. Attempt to deliver a shipment three times before contacting the shipper for disposition instructions. The contractor shall leave a notice of attempted delivery on each delivery attempt. For purposes of contract performance, delivery shall be considered accomplished on the date of the first delivery attempt. The cost of any further disposition, or additional deliveries requested by the shipper, will be the responsibility of the shipper.
- 1.2.8. Refusal by Consignee. If a consignee refuses to accept a delivery, the contractor shall annotate refusal on the order with date, time, and name of person who refused and contact the shipper for disposition instructions. For purposes of contract performance, delivery shall be considered accomplished on the date of the first delivery attempt. Changes in address for delivery will be the responsibility of the shipper and billed accordingly.

1.2.9. Delivery Guarantee.

- 1.2.9.1. Meet the delivery guarantee, as identified in Exhibit H, on each shipment or the shipper will be entitled to a shipper-initiated credit.
- 1.2.9.2. If shipper-initiated credit is requested by the shipper within 30 days of the contractually required delivery date, the contractor shall either not bill or shall credit agency or organization finance offices for those shipments that do not meet the delivery guarantee.

1.3. Accessorial Service. All accessorial service not specifically identified and priced separately on the pricing schedule are included in the basic service contract price.

1.4. Intransit Visibility

- 1.4.1. Provide Intransit visibility (ITV) for all shipments from the date and time of pick-up to the date and time of delivery.
- 1.4.2. ITV information shall include as a minimum: Government-furnished transportation control number (TCN), shipper’s reference number, and contractor’s unique identifying CBL number, dates and times for shipment origin departure, trans-shipment points, destination arrival, proof of delivery with consignee’s name (if applicable), and delay codes (if applicable). When shipments are delivered without obtaining a signature, the ITV system shall record the location where the shipment was left.
- 1.4.3. Update ITV shipment status information each day at least the same number of times as required for commercial customers.
- 1.4.4. Provide 24-hours a day, 7-days a week ITV information via the Internet and toll free telephone service.

1.5. Supply-Chain Security. The contractor shall follow their commercial security and customs procedures to safeguard packages against theft, loss, tampering, or damage.

1.6. Global Transportation Network (GTN) Interface.

- 1.6.1. Provide interface with the DOD's Global Transportation Network (GTN) as required in attached Exhibit G. The contractor shall provide this information without restriction.

- 1.6.2. Development and execution of EDI transaction sets within the scope of the contract will be agreed upon by the GTN Program Office, detailed and documented in the standard Military Surface Deployment and Distribution Command (SDDC) trading partner agreement prior to contract performance.
- 1.6.3. The trading partner agreement (TPA) information can be accessed via SDDC web page at <http://www.sddc.army.mil/sddc/Content/Pub/2494/TPA.pdf>.
- 1.6.4. The contractor must be capable of providing an accurate data feed to GTN in accordance with Exhibit G, in order to start performance.
 - 1.6.4.1. The Notice to Proceed will identify a performance start date no earlier than 01 Oct 07 (or 15 days from the date the contractor has received acceptance from the Government that the contractor has established a trading partner agreement, whichever is later). Providing a copy of the approved trading partner agreement to the contracting office will serve as acceptance.

1.7. High Volume Shipping Locations (HVSL). At the high-volume shipping locations identified in Exhibit C, Saturday pick-up (for dock clearing purposes only), multiple pick-up points, multiple delivery points, and multiple pick-up times are required at no additional cost to the government. The contractor shall work with local transportation offices to make arrangements for providing these services at these locations. As volume dictates, revisions to this list may be accomplished by modification to the contract.

1.8. Contingency/Redirection/Surges. In the event of a contingency/state of war (declared or not), where the shipments are undeliverable to a location/country, the contractor shall contact the Program Management Office (PMO) at Headquarters Air Mobility Command, Scott AFB IL for possible redirection of shipments. The PMO will coordinate with the appropriate government offices, agencies, and contractor to ensure proper receipt and ultimate delivery of redirected shipment to the consignees. If any such redirection causes an increase or decrease in the cost of performance, the contractor shall notify the Contracting Officer in writing as soon as practicable. During a contingency/surge, the contractor may be required to support two to three times the normal government traffic flow, at the same level of service prior to the contingency/surge.

1.9. Size/Weight Limitations.

- 1.9.1. The contractor shall follow their commercial express package procedures for size and weight limitations.
 - 1.9.1.1. The total weight of a multiple package shipment shall be unlimited
 - 1.9.1.2. For shipments 0 to 150 pounds, 108 inches in length, and 130 inches in length and girth, combined.
 - 1.9.1.3. For shipments between 151 and 300 pounds, 119 inches in length and 300 inches in length and girth, combined.

1.10. Adjustment of Shipment Weight.

- 1.10.1. The contractor shall follow their commercial express package procedures for adjustments on shipment weight as they pertain to reweighs or dimensional weights.
- 1.10.2. When applicable, dimensional weight shall be calculated by the contractor using the following formula: Length x Width x Height divided by 166 equals dimensional weight (all measurements in inches). The contractor shall charge the greater amount of the actual weight or the dimensional weight. For shipments tendered in kilograms (kgs) and centimeters (cms), the dimensional weight shall be calculated using the following formula: Length x Width x Height divided by 5998 equals dimensional weight (all measurement in centimeters).
- 1.10.3. If the shipper does not indicate the shipping weight, the contractor shall weigh the package and annotate the weight. If the shipment weight listed on the order is different from the actual weight, e.g., as a result of reweigh or dimensional weight, or no weight was initially identified, the contractor shall indicate on the billing documents submitted to the paying activity those shipments that have been adjusted.

1.11. Shipping Systems. In accordance with the contractor's commercial procedures, the contractor shall provide at no additional cost to the government, a shipping system to users who qualify under the carriers commercial procedures.

1.11.1. The shipping system shall be capable of printing shipping labels with a TCN bar-coded format and in clear text.

1.12. Customs.

1.12.1. The contractor shall provide duty-free customs clearance for all shipments.

1.12.1.1. Customs clearance procedures and updates can be reviewed in the Defense Transportation Regulation (DTR) Part V, Department of Defense Customs/Border Clearance Policies and Procedures, which is available on the public web page at http://www.transcom.mil/j5/pt/dtr_part_v.cfm.

1.12.1.2. In the event that a shipment is not duty free, the contractor shall process in the same manner provided for its commercial customers and shall properly itemize on all invoices.

1.12.2. Serve as agent and appoint sub-agents, as may be necessary, to act directly or through such re-delegation, appointment, or designation to other customs brokers, persons or business concerns as it deems necessary for performance of customs clearance and shall provide all customs forms necessary for customs clearance.

1.12.3. The contractor shall notify the shipper and consignee within 24 hours if government shipments are detained in customs.

1.12.4. Contractors will participate in the development and testing of DOD automated customs clearance systems by providing user feedback to the government and by inputting manifest and other shipping data to the system(s) as necessary. Upon implementation of these systems in various destination countries, the contractor will begin using electronic customs procedures to clear cargo as indicated in DTR Part V or interim instructions issued by USTRANSCOM.

1.13. Commercial Forms and Procedures (CF&P).

1.13.1. The contractor shall provide all commercial forms (both electronically if available, and in hard copy form) necessary for successful contract performance.

1.13.1.1. Both the hardcopy CBL and electronic CF&P shall have 20 alphanumeric spaces for the agency or organization to use.

1.13.2. Terms and conditions of the GBL are applicable to shipments moving under CBLs, CF&P, or other approved documents.

1.14. Ordering. (Modified by P00006)

1.14.1. For the purposes of this contract a CBL, electronic CF&P, GBL or other government document as approved by the Contracting Officer, shall constitute the order.

1.14.2. For shipments where transportation costs exceed \$3,000 issued under this multiple award contract, Traffic Managers/Ordering Offices shall ensure each awardee is provided a fair opportunity to be considered for the shipment.

1.14.3. Traffic Managers/Ordering Offices shall use best-value commercial practices to determine which contractor to select for award. Cost/Price, including any additional price reductions offered and/or any price additions due to assessorial charges or "service charges", is a mandatory factor for all best-value decisions. When determining "best value," Traffic Managers/Ordering Offices should consider other factors, as appropriate, such as past performance, quality of service, claims experience, and proposed transit times. Traffic Managers/Ordering Offices may consider, among other factors, special features of the service required for effective program performance.

1.14.4. Traffic Manager/Ordering Office shipment records should include sufficient documentation to support their best-value award decision.

1.15. Damage or Loss.

1.15.1. The contractor is liable for loss and damage. Claims shall be processed in accordance with their CSG (latest edition). All damaged shipments remain the property of the US government.

1.15.2. The Government shall have 30 calendar days from the contractually required delivery date to submit a claim for loss or damage.

1.16. Invoicing/Billing/Payment

1.16.1. PowerTrack

1.16.1.1. PowerTrack is an automated on-line payment processing and transaction tracking system that supports logistical transactions. U.S. Bank receives a transaction processing fee for every paid transaction. It consists of five primary functions: (1) electronic data transmission, (2) payment approval process, (3) electronic payment and billing, (4) communication for dispute resolution, and (5) customized data analysis.

1.16.1.2. The contractor shall have a signed U.S. Bank PowerTrack Trading Partner Agreement in place by 01 Oct 07 (Notice to Proceed shall be issued within 15 days of the date the Government receives verification that the contractor has established a PowerTrack Trading Partner Agreement, whichever is later), or prior to contract performance. Providing a signed copy of the Trading Partner Agreement to the CO shall constitute verification.

1.16.1.3. Additionally, the contractor shall work with each service representative and military installation to develop individual PowerTrack Trading Partner Agreements. This process shall commence once contacted by the installation and/or the service representative to begin testing for accurate PowerTrack billing EDI interfaces. The carrier shall coordinate with U.S. Bank, shipper, and service representative to facilitate to the maximum extent possible PowerTrack implementation.

1.16.2. Non-PowerTrack Accounts

1.16.2.1. The contractor shall provide commercial invoices to all accounts for billing purposes.

1.17. Contract Service Guide (KSG). The contractor shall provide Government contract service guide information via their commercial website as defined in Exhibit D.

1.18. Technical and Service Support. The contractor shall provide toll free telephone service for technical and service support at the same level provided to its commercial customers.

1.19. Technical and Service Enhancement. During the contract, the contractor shall provide updated or new technology, updated or new basic service features, and updated or new accessorial services provided to its commercial customers.

1.20. Aggregate Shipments. All shipments on the same air bill that are shipped from one shipping system (same location and account number), at the same time, destined to the same consignee, shall be aggregated for the lowest cost.

1.20.1. Multiple package shipments shall be consolidated on the same order up to the contractor's commercial practice for number and type of shipment.

1.20.2. Aggregate shipments may not combine shipments with individual package weights of 0 to 150 pounds with those shipments of individual package weights of 151 to 300 pounds.

2. Service Delivery Summary

Performance Objective	PWS para.	Performance Threshold
Deliver within required transit time.	1.1.1 & Exhibit H	95% for all High Volume Routes (HVR).
Performance Objective	PWS para.	Performance Threshold
Deliver within required transit time.	1.1.1 & Exhibit H	92% for all other locations.
Performance Objective	PWS para.	Performance Threshold
Provide timely, accurate, error free-reporting.	4.2.	100% of errors corrected within 10 days of notification by the Government.

3. Government Furnished Property

Reserved.

4. General Information

4.1. Administrative Service Charge. All sales of contract items to users identified in paragraph 1.1 above shall incur contractor liability for payment of the Administrative Service Charge (ASC).

4.1.1. **Administrative Service Charge Remittance.** The contractor shall pay the U.S. Air Force an Administrative Service Charge (ASC). The contractor shall remit the ASC in U.S. dollars within 30 days after the end of each quarterly reporting period as established in the section titled, 4.2.2.3. Contractor’s Report of Sales and Revenue. The ASC equals 1% (one percent) of total revenues received. Changed via P0003

4.1.2. The contractor shall consolidate all actions for the reporting period into one payment, unless otherwise arranged with the Contracting Officer and Payment office. To ensure that the payment is credited properly, the contractor shall identify the check or electronic transmission as a “World Wide Express (WWX) – 1% Admin Fee, EEIC 45418” and include the following information: contract number; report amount(s); and report period(s). If the contractor makes payment by check, provide this information on either the check; check stub, or other remittance material.

4.1.3. If paying the ASC by check, the contractor shall forward the check to the following address:

DSSN 6671-JS/LI
 ATTN: 3801 Limestone Field Site
 PO Box 269339
 Indianapolis, IN 46226-9339

Changed via ~~P0006~~ P00008

4.2. Contractor Reports. (modified by P00006)

4.2.1. The contractor shall submit all reports no later than the 18th of each month for the previous month's activity. Reports shall include monthly totals for each element.

4.2.2. The Detail Report, Exhibit E, will be the master data source and all additional reports will be developed using this as the data source with the same reporting periods.

4.2.2.1. RESERVED

4.2.2.2. Detail Reports. Required in electronic format (Pipe Delimited Text File) and, when requested, in hardcopy format. The following is a break-out of the submittals necessary to satisfy this requirement.

4.2.2.2.1 Shipment Information Data File (Referred to as the "Detail Report"): The Detail Report is required monthly, no later than the 18th calendar day of each month following the month of delivery. If there were NO deliveries during the reporting period, an email stating "Negative Shipment Information Report for ____ (month/year) is hereby submitted" will be sent in lieu of a blank report.
Changed via P00009

4.2.2.2.2 Assessorial Information Data File (Referred to as the "Assessorial Report"): The Assessorial Report is required monthly, no later than the 18th calendar day of each month following the month of delivery. If there were NO Accessorials charged during the reporting period, an email stating "Negative Assessorial Report for ____ (month/year) is hereby submitted" will be sent in lieu of a blank report.
Changed via P00009

4.2.2.2.3 Accessorial Codes Reference Data File: File must be provided at the beginning of each contract/option year or when changes are made to the codes and/or their corresponding descriptions.

4.2.2.2.4 Exception/Delay Codes Reference Data File: File must be provided at the beginning of each contract/option year or when changes are made to the codes and/or their corresponding descriptions.

4.2.2.2.5 Delivery Status Codes Reference Data File: File must be provided at the beginning of each contract/option year or when changes are made to the codes and/or their corresponding descriptions.

4.2.2.2.6 See each report and/or data file description in for the Data Element Fields to be completed. NOTE: These reports have the following key for data entry.

R = "Required" – must provide data for this field

W/A = Shall provide information "When Applicable", otherwise leave this field blank

I/P = "If Provided" by the Shipper, otherwise leave this field blank

4.2.2.2.7 Distribution of the above reports: See Attachment 2. (Added by P00004)

4.2.2.3. Contractor's Report of Sales and Revenue.

Changed via P0003

4.2.2.3.1. The contractor shall report the quarterly dollar value (rounded to the nearest whole dollar) of all sales and revenue received under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price billed/invoiced to each customer for products and services requested under this contract as identified in each CLIN/SLIN and the revenue is the money received by the contractor. The reported sales and revenues shall be inclusive of the Administrative Service Charge.

4.2.2.3.2. The contractor shall report the quarterly dollar value of sales to the Administrative Contracting Officer identified on Attachment 3, and to,

DSSN 6671-JS/LI
ATTN: 3801 Limestone Field Site
PO Box 269339
Indianapolis, IN 46226-9339

Changed via ~~P0006~~ P00008

The Contractor shall report sales separately for each Contract Line Item Number (CLIN) to the Sub-Line Item Number (SLIN) level. If no sales occur, the contractor shall show zero on the report for each separate CLIN or SLIN.

4.2.2.3.3. The contractor shall report all sales in U.S. Dollars regardless of the currency the monies were billed/invoiced in.

4.3. Regular Meetings. The Contracting Officer or ACO may request status and performance review meetings to be held at a government identified location at no additional charge. The government anticipates at least one yearly meeting and semi-annual meetings held on an as needed basis. Worldwide Express customers shall be invited to attend status and performance review meetings. The purpose of the meetings will be to discuss contract performance and address contractor/customer concerns.

4.4. Installation Access: Each individual installation commander is responsible for establishing the rules governing installation access. Contact the installation visitor control center to determine the individual installation access requirements. The ACO or PMO will provide assistance as necessary.

4.5. Installation Security. While on military installations or on military portions of civil installations, contractor personnel shall comply with security regulations promulgated by the military installation commander. Security regulations are directive in nature and shall be adhered to by all contractor personnel. In addition, the contractor shall (consistent with their commercial procedures), provide a method to protect the integrity and proper functioning of all equipment and systems involved in the operation of this contract. Any equipment and information processing systems containing government information shall have security measures to protect against unauthorized disclosure.

4.6. Contractor Point of Contact. Not later than 5 calendar days after contract award, the contractor shall identify (in writing to the attention of the Contracting Officer) the name, address, and phone number of the point of contact for administrative matters.

The following was added via P00005

4.7. Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07): All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

The following was added via P00005

4.8. To Report a Kidnapping (5 Nov 07)

Kidnapping reporting is required in all contracts performed in Iraq. The contractor's Contract Manager Will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

E-mail: _____

Who was kidnapped? If more than one person, complete for each person.

Name: _____

Age: _____

Nationality and country of residence: _____

When did the incident occur? _____

Where did it happen? _____

How was the person kidnapped? Describe as fully as possible. There is no space or page limitation.

The following was added via P00005

4.9. Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (5 Nov 07): The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness

disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

The following was added via P00005

4.10. Quarterly Contractor Census Reporting (12 Nov 07). The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCLJ2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

**PWS Exhibit/Attachment
 Table of Contents**

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Mandatory Contract Users	1	25-OCT-2006 27 Oct 2007 31 Oct 2007 Deleted P00001 P00002 P00003 P00008 20 December 2007
Exhibit B	Definitions	6	25-OCT-2006
Exhibit C	High Volume Shipping Locations	1	25-OCT-2006 31 Oct 2007 P00001
Exhibit D	Contract Service Guide	1	25-OCT-2006
Exhibit E	Detail Report	2	25-OCT-2006 01-OCT-2008 15 Dec 2008 P00006 01 Oct 2008 P00009
Exhibit F	On-Time Performance and Shipping Volume Summary Report	2	25-OCT-2006 Deleted P00001 P00006 31 October 2007 01 Oct 2008
Exhibit G	GTN Data Feed Requirements	1	25-OCT-2006
Exhibit H	Transit Time	7	25-OCT-2006
Exhibit I	WWX Theaters	1	25-OCT-2006
Attachment 1	Schedule of Services	402	08-AUG-2007
Attachment 2	Email Addresses for Monthly Report Submissions	1	01 April 2008 15 December 2008 P00004 P00009 added 01 Apr 2008
Attachment 3	Email Addresses for Contracting Officers	1	01 October 2008 15 December 2008 P00006 P00009 added

**PWS ATTACHMENT 2,
Email Addresses for Monthly Report Submissions
15 December 2008**

When you send in your Monthly Reports (Exhibits E and F), please include all of the following government E-mail addressees:

amc.a3.a3rwx@scott.af.mil;

amc.a4tid@scott.af.mil

barbara.hicks@ustranscom.mil

dorothy.harris@ustranscom.mil

Darren.Beyer@scott.af.mil

kathi.grant.ctr@ustranscom.mil

michael.matney-02.ctr@scott.af.mil

Randy.Finney@scott.af.mil

Lawrence.Bala@scott.af.mil

USTCJ5J4-SA@USTRANSCOM.MIL

william.johnson02.ctr@scott.af.mil

Updated via Mod P00004

Updated via Mod P00006
Updated via Mod P00009

PWS ATTACHMENT 3, Email Addresses for Contracting Officers
15 December 2008

Please include all of the following government E-mail addressees in your submittals to the Contracting Officer and Contract Specialist/Administrator:

Contracting Officer: gregory.hunt@ustranscom.mil

Contract Specialist/Administrator: dorothy.harris@ustranscom.mil

Added via P00006
Updated via Mod P00009

EXHIBIT E
(EFFECTIVE AS OF DECEMBER 2008 REPORT)
DETAIL REPORT REQUIRED DATA ELEMENT FIELDS

Standardized File Format and File Naming conventions:

1. The data file submitted by the carrier shall contain records for each shipment **DELIVERED** in the month being reported, as well as shipments returned as undeliverable.
2. A shipment is identified by a unique shipment identifier and may contain multiple pieces.
3. ASCII pipe | delimited file (See example of Shipment Information Data File below).
4. Fields shall be sequenced according to the tables provided below.
5. First row shall contain a header row identifying the field names. The first field does not have a delimiter in front and the last field does not have a delimiter at the end.
6. Each record must have end of record marker or a line feed.
7. There shall not be a text qualifier (example |test| or |"test"|)
8. If there is no data for a particular field then leave blank and use a delimiter to represent field.
9. If the data type of a field is numeric/date then only place valid data types. (e.g. Pickup Date; do not place "Unavailable").
10. Country Code fields shall use ISO 3166-1-alpha-2 code country codes ([web reference: http://www.iso.org/iso/country_codes/iso_3166_code_lists/english_country_names_and_code_elements.htm](http://www.iso.org/iso/country_codes/iso_3166_code_lists/english_country_names_and_code_elements.htm)).
11. File name shall be in the following format with an underscore separating each data element:
 - a. Year – identifies year of delivery
 - b. Month – identifies month of delivery
 - c. Carrier's SCAC – Associates file to the Carrier
 - d. **Program** Type – Identifies **Program** Type (W = **WWX Program** Identifier)
 - e. File Type – identifies type of data contained in file (SI = Shipment Information, AI = Accessorial Information, AC = Accessorial Code, EC = Exception/Delay Codes, DC = Delivery Status Code)
 - f. Submission date - date file was sent
 - g. Example: 200905_XXXX_W_SI_20070703.txt represents shipment information files for deliveries made in May 2009. The XXXX is a place holder for the prime contractor carrier SCAC.

Example of Shipment Information Data File:

In this example the Prime Contractor Carrier SCAC of the company is SMPL **W stands for WWX program, SI indicates the type of report (Shipment Information)**, and the file was submitted 8-Jan-2009 for the month of Dec 08.

File Name: 200812_SMPL_W_SI_20090108.txt

Records: 2 records with a header record being the field names

File Info: File is saved in ASCII format using a pipe between each field.

Prime_Carrier_SCAC|Sub_Carrier_SCAC|Theater_Name|Region|Aircraft_Body_Type|Air_Bill_Number|Shipper_Account_Number|
 Contract_Line_Number|Program_Category|TCN|Lead_Identifier|GBL|TAC|Shipment_Number|Content_Description|Pieces|Actual_Weight|A
 ctual_Weight_Unit|Charged_Weight|Charged_Weight_Unit|Shipper_DoDAAC|Shipper_Agency|Shipper_Unit_Name|Shipper_City|Shipper_
 State|Shipper_Country_Code|Recipient_DoDAAC|Recipient_Unit_Name|Recipient_City|Recipient_State|Recipient_Country_Code|
 Delivery_Signature|Pickup_Date|Pickup_Date_TmZone|Delivery_Date|Delivery_Date_TmZone|Delivery_Status|
 Return_Date|Return_Date_TmZone|Time_in_Transit|Non_Transit_Time|
 Exception_Codes|Shipment_Cost|Accessorial_Charges|Remarks

SMPL||European|HVR||11111111|222222221|0025AA|L|FB562173440231AXX||S1XM|11111111|SUPPLIES,
 MEDICAL|1|106|LBS|148|LBS|SW3123|DLA|DDC|Harrisburg|PA|US|N66096|US NAVAL
 HOSPITAL|Rota|ES|P.DELAPENA|12/1/2008 14:54||12/4/2008 15:09||OT||72.25|24.00||855.60||

SMPL||European|HVR||11111112|222222221|0010AB|H|W91DAS73400205LXX||S1LM|11111112|SERVOCYLINDER ASSEMBLY,
 HYDRAULIC|2|250|LBS|287|LBS|SW3123|DLA|DDC|Harrisburg|PA|US|SW3123|HQ HHC BAGRAM
 2|BAGRAM|AF|Shipping/Receiving|12/17/2008 17:11||12/23/2008 21:15||OT||196.00|96.00|RNR|986.52|202.25|Consignee not able to
 receipt, delivery delayed 24 hours

Handling of Corrections and No Data:

1. Provide the original dataset with the corrected records
2. Follow the same naming convention making sure the Submission Date equals the date correction is being submitted
3. Provide an email stating there was no movement for the month when no movement was made

Data File Table Legend:

Field Seq: Field Sequence, used to show the sequence of the fields.

Req CD: Requirement Code, used to show the contract requirement of each field.

R = "Required" – must provide data for this field
W/A = Shall provide information "When Applicable", otherwise leave this field blank
I/P = "If Provided" by the Shipper, otherwise leave this field blank

Field Heading: Field Name, name associated with each field. This name shall be used in each file as the first row.

Description: Field Description, used to explain the field name and provide small sample of data.

Data Type: Field Data Type, used to show the type of data that should be provided.

Special Instructions: Field Special Instructions to assist carrier with additional information about data field.

Shipment Information (SI) Data File					
FIELD SEQ	REQ CD	FIELD HEADING	DESCRIPTION	DATA TYPE	SPECIAL INSTRUCTIONS
1	R	Prime_Carrier_SCAC	Standard Carrier Alpha Code for the Prime contractor (e.g. FedEx = FDE) Reference EDI 214 B1003	VARCHAR(4)	
2	W/A	Sub_Carrier_SCAC	Standard Carrier Alpha Code for the sub-contractor carrier (e.g. FedEx = FDE) Reference EDI 214 MS301	VARCHAR(4)	Field is only required if a subcontractor carrier associated shipment
3	R	Theater_Name	Contract Theater associated with the destination country (e.g. Southern, European, etc...)	VARCHAR(30)	See Exhibit I (WWX Regions) for correct input.
4	R	Region	Contract Region associated with destination country (A, B, HVR, etc...)	VARCHAR(3)	See Exhibit I (WWX Regions) for correct input.
5	W/A	Aircraft_Body_Type	Identifies aircraft body type used to transport cargo (e.g. Wide = WB, Narrow = NB)	CHAR(2)	Leave Blank. (This is a place holder only and is not applicable for WWX.)
6	R	Air_Bill_Number	(AWB/HAWB) The number printed on each shipping document that identifies a shipment. This number is used to track each shipment from its origin to destination. (e.g. 22985195) Reference EDI 214 B1005	VARCHAR(25)	This number must be unique to each record in the detail report provided. [Primary Key of the Table]
7	R	Shipper_Account_Number	The shipper account number. (e.g. 384436167)	VARCHAR(15)	Customer account number should match back to the individual customer. Carrier will provide customer details (e.g., POC, address, phone number, etc) upon request by Program Management Office (PMO) or Administrative Contracting Officer (ACO)
8	R	Contract Line Number	Contract Line Item Number (CLIN) or Sub -Line Item Number (SLIN). Reference EDI 214 L1101, L1102	VARCHAR(25)	Corresponds to the Contract or Sub -Line Number.
9	R	Program_Category	Used to identify the shipment program category based on weight. ISPX =(L) Light Weight and IHX=(H) Heavy Weight	CHAR(1)	L = Light Shipments 0-150 lbs or 0-68.0 kgs H = Heavy Shipments 150.1-300 lbs or 68.1-136.0 kgs
10	I/P	TCN	(Transportation Control Number) Identifies the provided DoD tracking number, when provided. (e.g. W915127195F009XXX) Reference EDI 214 L1101, L1102, B1002	VARCHAR(100)	Government shipper unique tracking number. Value should not contain dashes or spaces in number. A 17digit alphanumeric designator used by the DoD applied to each package or shipment to identify a shipment. In the event that the carrier must split a shipment tendered under one TCN, the government acknowledges individual tracking numbers may be assigned to the same TCN.
11	I/P	Lead Identifier	Lead TCN or Master Air Way Bill Reference EDI 214 L1102, B1002, B1005	VARCHAR(50)	Unique number representing a consolidated shipment.
12	I/P	GBL	Government Bill of Lading (e.g. 1594C1323041 000) Reference EDI 214 L1102	VARCHAR(25)	Document number used to procure commercial transportation services outside the DTS.
13	I/P	TAC	Transportation Account Code (e.g. N194, F8A0)	VARCHAR(4)	Code that represents who is paying for the movement.

Shipment Information (SI) Data File					
FIELD SEQ	REQ CD	FIELD HEADING	DESCRIPTION	DATA TYPE	SPECIAL INSTRUCTIONS
14	W/A	Shipment_Number	Identifies unique way to search for shipment on shipper's website (e.g. 855353492480)	VARCHAR(30)	Carrier's unique tracking number. Only report if different from the Air Bill Number.
15	I/P	Content Description	Identifies contents of the package that is being shipped. (e.g. Brake Set, Tires)	VARCHAR(100)	Equivalent to Government Air Commodity Code. Short description preferably. Code should show what type of shipment is being moved.
16	R	Pieces	The number of pieces contained in the shipment. (e.g. 2, 6) Reference EDI 214 AT804	INTEGER	
17	R	Actual_Weight	The total weight of the individual shipment. Reference EDI 214 AT803	DECIMAL(10,1)	
18	R	Actual_Weight_Unit	Indicated unit of measurement for actual weight Reference EDI 214 AT802	VARCHAR(3)	LBS=Pounds & KGS=Kilograms
19	R	Charged_Weight	The total charged weight of the shipment Reference EDI 214 AT803	DECIMAL(10,1)	
20	R	Charged_Weight_Unit	Indicated unit of measurement for charged weight Reference EDI 214 AT802	VARCHAR(3)	LBS=Pounds & KGS=Kilograms
21	I/P	Shipper_DoDAAC	Shipper Department Of Defense Activity Address Code. (e.g. W90Y8E, N09281) Reference EDI 214 N103, N104	VARCHAR(6)	Six digit code that represents the address of the shipper.
22	R	Shipper_Agency	The Government agency or DOD Service that shipped the package. This is an attribute of the Shipper Account Number. (e.g. DLA, USAF, USN, DOE, etc...) Reference EDI 214 N201, N202	VARCHAR(35)	Must be provided as an alpha... not numeric.
23	I/P	Shipper_Unit_Name	Unit or Organization name. (e.g. TACC, 597th TG, 375th LRS) Reference EDI 214 N201, N202	VARCHAR(50)	If not a DOD or government organization, then leave blank.
24	R	Shipper_City	The city from which the package was shipped (e.g. PORTSMOUTH, BOISE) Reference EDI 214 N401	VARCHAR(30)	
25	W/A	Shipper_State	The code which identifies the state from where the package was shipped (e.g. ID, VA, TX) Reference EDI 214 N402	VARCHAR(2)	Provide for CONUS shipper locations. Must be a 2 Digit Code. May be left blank for OCONUS locations
26	R	Shipper_Country_Code	The country code from which the shipment was shipped. (e.g. IQ, JP, US) Reference EDI 214 N404	CHAR(2)	Must be a 2 Digit ISO 3166-1-alpha-2 code country codes.
27	I/P	Recipient_DoDAAC	Recipient Department Of Defense Activity Address Code. (e.g. FB3029, N69058) Reference EDI 214 N103, N104	VARCHAR(6)	Six digit code that represents the address of the recipient.
28	I/P	Recipient_Unit_Name	Unit or Organization name. (e.g. TACC, 597th TG, 375th LRS) Reference EDI 214 N201, N202	VARCHAR(50)	If not a DOD or government organization, then leave blank.
29	R	Recipient_City	The city where the shipment was received. (e.g. DOHA, THUMRAIT, ROBINS AFB) Reference EDI 214 N401	VARCHAR(30)	

Shipment Information (SI) Data File					
FIELD SEQ	REQ CD	FIELD HEADING	DESCRIPTION	DATA TYPE	SPECIAL INSTRUCTIONS
30	W/A	Recipient_State	This code which identifies the state where the shipment was received. (e.g. TX, WA) Reference EDI 214 N402	CHAR(2)	Provide for CONUS Recipient locations. Must be a 2 Digit Code. May be left blank for OCONUS locations
31	R	Recipient_Country_Code	The country code where the shipment was received (e.g. IQ, JP, US) Reference EDI 214 N404	CHAR(2)	Must be a 2 Digit ISO 3166-1-alpha-2 code country codes.
32	I/P	Delivery_Signature	Signature of the Recipient or his agent	VARCHAR(50)	Persons name who signed for the item
33	R	Pickup_Date	The date/time stamp when the package was pickup by the carrier from the shipper/government representative. (e.g. 06/20/2007 09:23) Reference EDI 214 AT705, AT706	DATETIME	Date and Time of Pickup in Zulu/GMT. Format MM/DD/YYYY HH:MM. If Zulu/GMT is not possible then provide the package Pickup Time Zone in a separate column (In Field Seq 34 labeled Pickup_Date_TmZone).
34	W/A	Pickup_Date_TmZone	If Zulu/GMT is not possible for Pickup_Date (Column 12) then provide the package Pickup Time Zone. (e.g. ACDT, ADT, HADT, etc...) Reference EDI 214 AT707	VARCHAR(10)	Field is only required if Pickup_Date is not in GMT/Zulu (Field Seq 33)
35	R	Delivery_Date	The date/time stamp when the package was successfully delivered to government customer/representative. (e.g. 06/21/2007 10:23) Reference EDI 214 AT705, AT706	DATETIME	Date and Time of Delivery in Zulu/GMT. Format MM/DD/YYYY HH:MM. If Zulu/GMT is not possible then provide the package Delivery Time Zone in a separate column (In Field Seq 36 labeled Delivery_Date_TmZone).
36	W/A	Delivery_Date_TmZone	If Zulu/GMT is not possible for Delivery_Date (Column 13) then provide the package Pickup Time Zone. (e.g. ACDT, ADT, HADT, etc...) Reference EDI 214 AT707	VARCHAR(10)	Field is only required if Delivery_Date is not in GMT/Zulu (Field Seq 35)
37	R	Delivery_Status	Code which identifies if the delivery was on-time, late, excusably late or not deliverable. (e.g. OT, LT, EL, ND) Reference EDI 214 AT701, AT702, AT703, AT704	VARCHAR(2)	Carrier shall provide reference table for any other codes that will be used. When delivery_status code LT, EL or ND are assigned there must be an exception_code in Field Seq 42 that explains the reason for these status' and the ultimate disposition of the item being shipped as necessary.
38	W/A	Return_Date	The date/time stamp when the package was sent back to the shipper because the item was not deliverable. Reference EDI 214 AT705, AT706	DATETIME	Date and Time of Return in Zulu/GMT. Format MM/DD/YYYY HH:MM. If Zulu/GMT is not possible then provide the package Delivery Time Zone in a separate column (In Field Seq 39 labeled Return_Date_TmZone).
39	W/A	Return_Date_TmZone	If Zulu/GMT is not possible for Return_Date (Column 13) then provide the package Pickup Time Zone. (e.g. ACDT, ADT, HADT, etc...) Reference EDI 214 AT707	VARCHAR(10)	Field is only required if Return_Date is not in GMT/Zulu (Field Seq 38)
40	R	Time_in_Transit	Calculated difference between Pickup Date and Delivery Date. Represented in Hours.	DECIMAL(10,2)	The time shall be represented in hours with a two place decimal for minutes. The total time in transit will include weekends and holidays.

Shipment Information (SI) Data File					
FIELD SEQ	REQ CD	FIELD HEADING	DESCRIPTION	DATA TYPE	SPECIAL INSTRUCTIONS
41	R	Non_Transit_Time	Calculated hours for pick-up day , weekends, holidays, and authorized delays included in column 16 above.	DECIMAL(10,2)	The time shall be represented in hours with a two place decimal for minutes.
42	W/A	Exception_Codes	Code which identifies the reason for the delivery of shipment being late, excusably late or not deliverable in #17 above. Must identify which exception codes carrier considers package to be excusably late. (e.g. RNR = Recipient not ready for delivery) Reference EDI 214 AT701, AT702, AT703, AT704	VARCHAR(10)	Carrier shall provide reference table and explanation of the carrier's exception codes.
43	R	Shipment_Cost	(Cost to AMC) The net charge of the shipment (Gross Freight Charges – Discounts + Accessorial) in USD. This amount is based on sales not revenue.	CURRENCY/DECIMAL(10,2)	Do not include "\$" in data submission. Must be in US Dollars. (e.g. 2,367.86)
44	W/A	Accessorial_Charges	Total charge for all accessorial charges associated with the shipment in USD. (e.g. 209.89)	CURRENCY/DECIMAL(10,2)	Do not include "\$" in data submission. Must be in US Dollars. This amount must be included in the total for Field Seq 43 above.
45	W/A	Remarks	Brief Explanation of Issues Reference EDI 214 K101, K102	VARCHAR(255)	Definitely required when Exception_Code is entered to indicate duration of delay, and to record any additional exception codes germane to the movement of the item shipped.
<p>Additional Information: Report is required monthly, no later than the 18th calendar day of each month following the month of <u>delivery</u>. If there were NO deliveries during the reporting period, an email stating "Negative Shipment Information Report for ____ (month/year) is hereby submitted" will be sent in lieu of a blank report.</p> <p>File Name Example: 200905_XXXX_W_SI_20090623.txt represents Shipment Information for deliveries made in May 09, which was provided on Jun 23, 2009. The XXXX is a place holder for the prime contractor carrier SCAC.</p>					

Assessorial Information (AI) Data File					
FIELD SEQ	REQ	FIELD HEADING	DESCRIPTION	DATA TYPE	SPECIAL INSTRUCTIONS
1	R	Air_Bill_Number	(AWB/HAWB) The number printed on each shipping document that identifies a shipment. This number is used to track each shipment from its origin to destination. (e.g. 22985195)	VARCHAR(25)	This number must be unique across each Accessorial code record in the detail report provided. [Primary Key of the Table]
2	R	Accessorial_Code	Code used to identify the accessorial code (e.g. BYD, W, TH)	VARCHAR(5)	This code must be unique across each AWB record in the detail report provided. [Primary Key of the Table]
3	R	Accessorial_Charges	Total charge for all accessorial charges associated with the shipment and accessorial code in USD. (e.g. 120.12)	CURRENCY/DECIMAL(10,2)	Individual Charges must equal amount in #21 from Shipment Information Data file. Do not include "\$" in data submission. Must be in US Dollars. Provide reference table and explanation of the carrier's exception codes.
4	R	Prime_Carrier_SCAC	Standard Carrier Alpha Code for the carrier (e.g. FDE)	VARCHAR(4)	
<p>Additional Information Report is required monthly, no later than the 18th calendar day of each month following the month of <u>delivery</u>. If there were NO Accessorials charged during the reporting period, an email stating "Negative Assessorial Report for ____ (month/year) is hereby submitted" will be sent in lieu of a blank report.</p> <p>File Name Example: 200905_XXXX_W_AS_20090623.txt represents Assessorial Information for deliveries made in May 09, which was provided on Jun 23, 2009. The XXXX is a place holder for the prime contractor carrier SCAC.</p>					

Accessorial Codes (AC) Reference Data File					
FIELD SEQ	REQ	FIELD HEADING	DESCRIPTION	DATA TYPE	SPECIAL INSTRUCTIONS
1	R	Accessorial_Code	Code used to identify the accessorial code (e.g. BYD, W, TH)	VARCHAR(5)	This code must be unique to each record in the detail report provided. [Primary Key of the Table]. This code relates to the Assessorial Information – Line 2.
2	R	Accessorial_Code_Description	The textual description of the contract associated Accessorial Codes. (e.g. HAZMAT Handling Charges, Signature Service, Address Correction , Holidays, Weekends, Export Declaration, Insurance)	VARCHAR(50)	
3	R	Prime_Carrier_SCAC	Standard Carrier Alpha Code for the carrier (e.g. FDE)	VARCHAR(4)	
<p>Additional Information: Provided at the beginning of each contract/ option year or when changes are made to the codes and/or their corresponding descriptions.</p> <p>File Name Example: 200810_XXXX_AC_20081005.txt represents Assessorial Codes as of Oct 2008, which was provided on Oct 5, 2008. The XXXX is a place holder for the prime contractor carrier SCAC.</p>					

Exception/Delay Codes (EC) Reference Data File					
FIELD SEQ	REQ	FIELD HEADING	DESCRIPTION	DATA TYPE	SPECIAL INSTRUCTIONS
1	R	Exception_Code	Code which identifies the reason for the delivery of shipment being late or excusably late in #17 above. Must identify which exception codes carrier considers package to be excusably late. (e.g. RNR)	VARCHAR(5)	This code must be unique to each record in the detail report provided. [Primary Key of the Table] This code relates to the Shipment Information – Line 16.
2	R	Exception_Code_Description	The textual description of the associated Exception Code. (e.g. Recipient not ready for delivery)	VARCHAR(50)	
3	R	Prime_Carrier_SCAC	Standard Carrier Alpha Code for the carrier (e.g. FDE)	VARCHAR(4)	
4	R	Excusable_Indicator	To identify if the Exception Code is considered excusable.	VARCHAR(1)	Y=Yes N=No
<p>Additional Information: Provide at the beginning of each contract/option year or when changes are made to the codes and/or their corresponding descriptions.</p> <p>File Name Example: 200810_XXXX_EC_20081005.txt represents Exception/Delay Codes as of Oct 2008, which was provided on Oct 5, 2008. The XXXX is a place holder for the prime contractor carrier SCAC.</p>					

Delivery Status Codes (DC) Reference Data File					
FIELD SEQ	REQ	FIELD HEADING	DESCRIPTION	DATA TYPE	SPECIAL INSTRUCTIONS
1	R	Delivery_Status_Code	Code which identifies if the delivery was on-time, late or excusably late. (e.g. EL)	VARCHAR(20)	This code must be unique to each record in the detail report provided. [Primary Key of the Table] This code relates to the Shipment Information - Line 15.
2	R	Delivery_Status_Description	The textual description of the associated customer account number. (e.g. Excusably Late)	VARCHAR(100)	
3	R	Delivery_Status_Category	Category of contract delivery status compliance category (e.g. Authorized Delay)	VARCHAR(20)	The values for the column must be On-time, Authorized delay, and Late
4	R	Prime_Carrier_SCAC	Standard Carrier Alpha Code for the carrier (e.g. FDE)	VARCHAR(4)	
<p>Additional Information: Provide at the beginning of each contract/option year or when changes are made to the codes and/or their corresponding descriptions.</p> <p>File Name Example: 200810_XXXX_DC_20081005.txt represents Delivery Status Codes as of Oct 2008, which was provided on Oct 5, 2008. The XXXX is a place holder for the prime contractor carrier SCAC.</p>					