

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Standard Tender of Service

AGENCY: Federal Supply Service, GSA.

ACTION: Notice of issuance of the GSA Standard Tender of Service for comment.

SUMMARY: The General Services Administration (GSA), in compliance with 41 U.S.C. 418b, is publishing the GSA Standard Tender of Service (STOS) that establishes a uniform basis for buying freight transportation. GSA's solicitation and acceptance of freight rates and charges provides highly competitive pricing, which in certain cases includes the solicitation and acceptance of rates specific to an individual agency that accommodate that agency's particular traffic characteristics. GSA's Federal customer agencies benefit from the STOS which leverages the Government's buying power to provide agencies standardized cost effective transportation services. All submitted comments will be considered prior to reissuing the STOS. Publication in the **Federal Register** of the reissued STOS will effectively cancel the current STOS and all its supplements.

DATES: Please submit your comments by October 30, 2001.

ADDRESSES: Mail comments to the General Services Administration, Travel and Transportation Management Division (FBL), Washington, DC 20406, Attn: STOS **Federal Register** Notice.

FOR FURTHER INFORMATION CONTACT: Ms. Clara Pate, Transportation Programs Branch by phone at 703-305-7967 or by e-mail at clara.pate@gsa.gov.

Dated: August 23, 2001.

Tauna T. Delmonico,
Director, Travel and Transportation
Management Division.

GSA Standard Tender of Service (STOS)

Part 1—General Freight Tender of Service

Edition 1—F—General Services Administration, Federal Supply Service, Freight Program Management Office (6FBX), 1500 E. Bannister Rd., Kansas City, MO 64131

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Section 1—General

Item 1-1 Scope of the Tender of Service (TOS)

A. CONSIST OF THE GSA STANDARD TENDER OF SERVICE (STOS):

- Part 1 The GSA General Freight Tender of Service No. 1-F (GSA TOS No. 1-F);

• Part 2 The GSA National Rules Tender No. 100-D (GSA No. 100-D); and

• Part 3 The GSA Baseline Rate Publication No. 1000-D (GSA No. 1000-D).

B. GENERAL: Hereinafter, GSA or the other Government agencies participating in the TOS will be referred to as participating agencies. Agencies not participating in the TOS will be referred to as non-participating agencies. The term "agency" will refer to both participating and non-participating agencies. This TOS provides terms and conditions for the transportation and all related services within CONUS for GSA or the other Government agencies participating in the TOS and those non-participating agencies meeting the conditions of Item 1-3. This TOS is applicable to all tenders filed with the TOS participating agencies.

Carriers will not be required to furnish the services for the items specified in Item 60 Specialized Services Of The GSA National Rules Tender No. 100-D (GSA No. 100-D), unless provided in their tender.

C. DESCRIPTION OF FREIGHT: The property to be moved under this TOS consists of a variety of commodities to be used by Government agencies or authorized contractors for the Government and will be generally described as freight-all-kinds (FAK) except Class A and B explosives, hazardous wastes, and radioactive articles requiring a hazardous material label. It is further required that all carriers participating in the TOS possess the required insurance and authority to transport hazardous materials other than those restricted herein.

D. CARRIER LIABILITY:

Notwithstanding any provision of 41 CFR part 102-118, property transported under provisions of this TOS shall be valued at full value.

E. FREIGHT EXCLUDED: Excluded from the scope of this TOS are shipments that can be more advantageously or economically moved via parcel post or small package carrier; shipments of Class A and Class B explosives; hazardous wastes; radioactive articles requiring a hazardous material label; uncrated used household goods; shipments that the Government may elect to move in Government vehicles; and freight subject to specific agency programs or contracts, (e.g. Guaranteed Freight Programs or local drayage contracts.)

F. HAZARDOUS MATERIAL

AUTHORITY: Any Government agency shipping hazardous materials requires carriers participating in this STOS to maintain a "satisfactory" safety rating

from the Department of Transportation (DOT). If a carrier receives a "conditional" or "unsatisfactory" safety rating from DOT, the carrier will be placed in nonuse status until documentary evidence is furnished to the office placing the carrier in nonuse that such rating has been upgraded by DOT to "satisfactory".

Item 1-2 Participating Government Agencies

A. General: Participating agencies include GSA's Federal Supply Service and those agencies identified in the applicable Request for Offers (RFO) distributed by the Freight Program Management Office (6FBX), Kansas City, MO or another GSA Travel and Transportation Management Zone Office.

B. Rights of Participating Agencies:

1. Participating agencies are entitled to issue their own RFOs referencing the terms and conditions of the GSA Tender of Service No. 1-F, the GSA National Rules Tender No. 100-D, and the GSA Baseline Rate Publication No. 1000-D, supplements thereto and reissues thereof; and

2. Participating agencies are entitled to accept rate offers submitted by those carriers approved in accordance with Item 2-2 which reference the terms and conditions of the GSA Tender of Service No. 1-F, the GSA National Rules Tender No. 100-D, and the GSA Baseline Rate Publication No. 1000-D, supplements thereto and reissues thereof.

ITEM 1-3 NON-PARTICIPATING

AGENCIES: Agencies not meeting the requirements of a participating agency identified in Item 1-2, A., above, may only utilize those rate offers submitted and accepted in accordance with the STOS Participation Filing Instructions issued by the Freight Program Management Office (6FBX), Kansas City, MO. Any other reference to any part of the STOS with regards to the solicitation of rate offers or the acceptance of a rate offer based on the GSA Tender of Service NO. 1-F, the GSA National Rules Tender No. 100-D, or the GSA Baseline Rate Publication No. 1000-D, supplements thereto and reissues thereof, by a non-participating agency is prohibited.

ITEM 1-4 REVISING TOS PROVISIONS AND METHOD OF CANCELING ORIGINAL OR REVISED PAGES: This TOS will be revised by the Freight Program Management Office (6FBX), Kansas City, MO, through publication of the changes on GSA's WorldWide Web Page (<http://www.kc.gsa.gov/fsstt>), the issuance of page revisions (original or revised), or

the reissuance of the document on an "as needed" basis.

A. TOS Page Revisions: Reserved

B. Reissuing the TOS: Reserved.

ITEM 1-5 UNINTENTIONALLY ACCEPTED TENDER RULE: Tenders that are unintentionally accepted and distributed for use, which are later found not to be in compliance with the TOS, are subject to immediate removal by the tender accepting agency. The carrier will be notified when tenders are removed under these circumstances and will be advised the basis for their removal. Even though a tender was unintentionally accepted, such tender may be used until it is canceled by the carrier.

ITEM 1-6 LAWFUL PERFORMANCE, OPERATING AUTHORITY, AND INSURANCE. All service shall be performed in accordance with applicable Federal, State, and local laws and regulations. Common motor carriers or brokers, freight forwarders, rail carriers, shippers agents, or shippers associations shall possess the required carrier or Interstate Commerce Commission (ICC) broker operating authority and maintain cargo as well as public liability insurance as required by Federal, State, and local regulatory agencies.

ITEM 1-7 ACCEPTANCE OF THE TOS. The acceptance of this TOS is a prerequisite for any motor common carrier, broker, freight forwarder, rail carrier, shippers agent, or shippers association desiring to be considered for the transportation of Government property shipped by a participating agency.

The terms and conditions in this TOS are applicable to all interlining carriers.

Any reference to carriers in this TOS, unless otherwise stated, also applies to motor common carriers, brokers licensed to transport general commodity freight, freight forwarders, rail carriers, shippers agents, or shippers associations. The conditions of the TOS are in addition to all service provisions of any applicable tender or tariff (including the GSA National Rules Tender No. 100-D) under which a shipment may be routed, except where these conditions may be in conflict with applicable Federal, State, and local laws and regulations.

If a conflict exists between the provisions of the TOS and the provisions named in the GSA National Rules Tender No. 100-D, the provisions of this TOS will apply.

The acceptance of the GSA TOS by a carrier shall be accomplished as

specified in SECTION 2 of this document.

ITEM 1-8 BASIS FOR DETERMINING APPLICABLE DISTANCE: Unless otherwise authorized or such as provided for in ITEM 180 Circuitous Routing Of Hazardous Material Shipments in the GSA No. 100-D, all tenders shall be predicated on the shortest route distance determined from the applicable ALK Technologies, Inc 5-digit Zip Code automated mileage system, regardless of the distance actually traveled by the carrier.

ITEM 1-9 METRIC CONVERSION:

The weights and measurements expressed in this STOS are being changed to indicate both metric measurements.

Please see Section 11 for the Metric Conversion Table.

ITEM 1-10 APPLICATION OF THE TERMS AND CONDITIONS OF THE GOVERNMENT BILL OF LADING (GBL): The terms and conditions governing acceptance and use of Government Bills of Lading (GBLs) as cited in CFR 101-41.302-3 apply to all shipments handled pursuant to this Standard Tender of Service (STOS) as follows:

A. In no case shall prepayment of charges be demanded by the carrier nor collection be made from the consignee. The GBL, property certified and attached to an SF 1113, Public Voucher for Transportation Charges, shall be presented to the paying office indicated in the "Bill Charges To" section on the face of the GBL for payment to:

1. The last carrier or forwarder in privity with the contract of carriage as evidenced by the covering GBL;

2. A participating carrier or forwarder in privity with the contract of carriage as evidenced by the covering GBL when the bill is submitted with a waiver accomplished by the last carrier (as described in paragraph [a][1] of this section in favor of the billing carrier;

3. A carrier (as described in paragraph [a][1] of this section) or its properly designated warehouse agent billing in the name of the carrier as authorized in 101-41.309-2 dealing with certification of shipments in storage; or

4. An agent of the carrier or forwarder (as described in paragraph [a][1] or [2] of this section): Provided, the bill is submitted in the name of the principal. The agent's mailing address may be shown on those bills, and the checks, drawn in the name of the principal, may be mailed to the agent.

B. The GBL is subject to the same rules and conditions as govern shipments made on the usual

commercial forms unless otherwise specifically provided or stated herein.

C. The shipment made on the GBL shall take a rate no higher than that chargeable had the shipment been made on the uniform straight bill of lading, uniform express receipt, or any other form provided for commercial shipments.

D. No charge shall be made by any carrier for the execution and presentation of a GBL in manner and form as provided in this subpart 101-41.3.

E. The shipment is made at the restricted or limited valuation specified in the tariff or classification or established under section 13712 of the Interstate Commerce Commission (ICC) Termination Act of 1995 (49 U.S.C. 13712), formerly section 10721 of the Interstate Commerce Act, or to another equivalent contract, arrangement, or exemption from regulation at or under which the lowest rate is available, unless otherwise indicated on the face of the GBL.

F. Receipt for the shipment is subject to the consignee's annotation of loss, damage, or shrinkage on the delivering carrier's documents and the consignee's copy of the same documents. When loss of damage is not discovered until after delivery of shipment and receipt therefor, the consignee shall promptly notify, preferably by telephone, the nearest office of the last delivery carrier and extend to the carrier the privilege of examining the shipment.

G. In case of loss, damage, or shrinkage in transit, the rules and conditions governing commercial shipments, as they relate to the period within which notice thereof shall be given the carrier or to the period within which claim therefor shall be made or suit instituted, shall not apply. Deletion of this item will be considered valid only with the written concurrence of the Government official responsible for making the shipment.

H. Carrier's rights to shipping charges are not affected by facts set out in the issuing office section of the GBL.

I. The nondiscrimination clauses contained in section 202 of Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated by reference in the GBL.

Section 2—Participation

ITEM 2-1 GENERAL: Participation in the GSA Standard Tender Of Service (STOS) General Freight Traffic

Management Program is open to any carrier possessing the operating authority and insurance required in ITEM 1-6 of this TOS and who has met the approval requirements identified in Item 2-2, below.

ITEM 2-2 APPROVAL TO

PARTICIPATE: In order for a carrier to become eligible to transport traffic under this TOS, it must meet the approval requirements identified below. The applicable approval documentation must be mailed to: General Services Administration, Freight Program Management Office (6FBX), 1500 East Bannister Road, Kansas City, MO 64131 3088. Questions relating to the approval requirements may be directed to (816) 823-3646 or e-mail at internet reg6.transportation@gsa.gov.

A. Approval Requirements for Common Carriers and Rail Carriers

Common carriers and rail carriers must submit the following documentation to the address contained in Item 2-2 in order to meet the approval requirements for participation:

One (1) signed copy of the Carrier Certification of Eligibility for Submission of Rate Tenders for Transportation (See Section 15—Forms). Even if the firm already has a copy of this form on file with a GSA Travel and Transportation Management Zone Office or the Freight Program Management Office (6FBX), Kansas City, MO, the firm must re-submit the form to the address contained in Item 2-2 in order to meet the carrier approval requirements;

One (1) copy of the firm's operating authority issued by the Interstate Commerce Commission (ICC). This copy of the firm's operating authority must be provided in accordance with MC 107 and/or the Motor Carrier Act of 1980;

One (1) copy of the firm's Standard Carrier Alpha Code (SCAC) assignment letter from the National Motor Freight Traffic Association (NMFTA); and

One (1) signed copy of the Trading Partner Agreement (See Section 15—Forms). Once the firm has met all of the established approval requirements for participation, GSA will return to the firm a signed copy of the Trading Partner Agreement.

B. Approval Requirements for Freight Forwarders

Freight forwarders must submit the following documentation to the address contained in Item 2-2 in order to meet the approval requirements for participation:

One (1) statement identifying the firm as a freight forwarder. As freight

forwarders are not required to possess operating authority from the Interstate Commerce Commission (ICC) to act as a freight forwarder, we need this statement identifying the firm as a freight forwarder so that the appropriate approval requirements are applied to the firm. This statement will eliminate any confusion as to the possibility of the firm being a common carrier, rail carrier, broker, or shipper agent/ Intermodal Marketing Company that has not met the approval requirement of submitting to us a copy of its operating authority and/or broker's license;

One (1) signed copy of the Carrier Certification of Eligibility for Submission of Rate Tenders for Transportation (See Section 15—Forms). Even if the firm already has a copy of this form on file with a GSA Travel and Transportation Management Zone Office or the Freight Program Management Office (6FBX), Kansas City, MO, the firm must re-submit the form to the address contained in Item 2-2 in order to meet the carrier approval requirements;

One (1) copy of the firm's Standard Carrier Alpha Code (SCAC) assignment letter from the National Motor Freight Traffic Association (NMFTA);

One (1) copy of the surety bond, certificate of insurance, qualifications as a self-insurer, or other securities or agreements which have been provided to and are on file with the ICC and/or documentation from the ICC that the required documentation is on file with the ICC and that it meets the minimum security amounts as defined in 49 CFR part 387; and

One (1) signed copy of the Trading Partner Agreement (See Section 15—Forms). Once the firm has met all of the established approval requirements for participation, GSA will return to the firm a signed copy of the Trading Partner Agreement.

C. Approval Requirements for Brokers and Their Underlying Carriers

Brokers must submit the following documentation to the address contained in Item 2-2 for themselves and for each of their underlying carriers which they represent in order for brokers and their underlying carriers to meet the approval requirements for participation:

Information Required of Broker for Approval:

One (1) copy of the firm's broker's license issued by the Interstate Commerce Commission (ICC);

One (1) copy of the broker's Standard Carrier Alpha Code (SCAC) assignment letter from the National Motor Freight Traffic Association (NMFTA); and

One (1) signed copy of the Trading Partner Agreement (See Section 15—Forms). Once the firm has met all of the established approval requirements for participation, GSA will return to the broker a signed copy of the Trading Partner Agreement.

Information Required To Be Submitted by Each of the Broker's Underlying Carriers for Approval:

If the underlying carrier is a common carrier or a rail carrier, it must meet the approval requirements identified in Item 2–2.A.;

If the underlying carrier is a freight forwarder, it must meet the approval requirements identified in Item 2–2.B.

It is suggested that each of a broker's underlying carriers send the required approval documentation to the broker. Once the broker has received the proper approval documentation from its underlying carriers, it should then forward the information to the address contained in Item 2–2. However, the broker's underlying carriers may submit the required approval documentation directly to the address contained in Item 2–2.

When rates are submitted and it is determined that an underlying carrier has been included that has not met the approval requirements, that unapproved, underlying carrier will be rejected and will not be approved to participate in the movement of Government freight. Please be aware, however, that the entire rate offer will not be rejected, only the underlying carrier(s) who has not met the approval requirements will be found unacceptable.

D. Approval Requirements for Shipper Agents/Intermodal Marketing Companies and Their Underlying Carriers

Shipper agents/Intermodal Marketing Companies must submit the following documentation to the address contained in Item 2–2 for themselves and for each of their underlying carriers which they represent in order for shipper agents/Intermodal Marketing Companies and their underlying carriers to meet the approval requirements for participation:

Information Required of Shipper Agent/Intermodal Marketing Company:

One (1) statement identifying the firm as a shipper agent/Intermodal Marketing Company. As shipper agents/Intermodal Marketing Companies are not required to possess operating authority and/or a license from the Interstate Commerce Commission (ICC) to act as a shipper agent/Intermodal Marketing Company, we need this statement identifying the firm as a shipper agent/Intermodal Marketing Company so that the

appropriate approval requirements are applied to the firm. This statement will eliminate any confusion as to the possibility of the firm being a common carrier, rail carrier, freight forwarder, or broker that has not met the approval requirement of submitting to us a copy of its operating authority and/or broker's license;

One (1) copy of the shipper agent's/Intermodal Marketing Company's "Certificate of Insurance" which provides for notice of termination or cancellation be provided thirty (30) days prior thereto to the General Services Administration's (GSA) Freight Program Management Office (6FBX), Kansas City, MO (see Item 2–2 for address);

One (1) copy of the shipper agent's/Intermodal Marketing Company's Standard Carrier Alpha Code (SCAC) assignment letter from the National Motor Freight Traffic Association (NMFTA); and

One (1) signed copy of the Trading Partner Agreement (See Section 15—Forms). Once the shipper agent/Intermodal Marketing Company has met all of the established approval requirements for participation, GSA will return to the firm a signed copy of the Trading Partner Agreement.

Information Required To Be Submitted by Each of the Shipper Agent's/Intermodal Marketing Company's Underlying Carriers for Approval:

If the underlying carrier is a common carrier or a rail carrier, it must meet the approval requirements identified in Item 2–2.A.;

If the underlying carrier is a freight forwarder, it must meet the approval requirements identified in Item 2–2.B.

It is suggested that each of a shipper agent's/Intermodal Marketing Company's underlying carriers send the required approval documentation to the shipper agent/Intermodal Marketing Company. Once the shipper agent/Intermodal Marketing Company has received the proper approval documentation from its underlying carriers, it should then forward the information to the address contained in Item 2–2. However, the shipper agent's/Intermodal Marketing Company's underlying carriers may submit the required approval documentation directly to the address contained in Item 2–2.

When rates are submitted and it is determined that an underlying carrier has been included that has not met the approval requirements, that unapproved, underlying carrier will be rejected and will not be approved to participate in the movement of Government freight. Please be aware,

however, that the entire rate offer will not be rejected, only the underlying carrier(s) who has not met the approval requirements will be found unacceptable.

E. Approval Requirements for Rate Filing Service Providers

Rate filing service providers (firms which offer to those approved to participate the service of transmitting to GSA, via the File Transfer Protocol (FTP) of the Internet (I-FTP), rate offers in accordance with applicable Request for Offers), must submit the following documentation to the address contained in Item 2–2 in order to meet the approval requirements for participation:

One (1) signed copy of the Trading Partner Agreement (See Section 15—Forms). Once the firm has met all of the established approval requirements for participation, GSA will return to the firm a signed copy of the Trading Partner Agreement.

Section 3—Offers of Service

Item 3–1 Solicitation of Rate Offers:

Any participating agency as defined in Item 1–2.A. may solicit rate offers referencing the STOS from carriers approved in accordance with Item 2–2. The participating agency will make the determination if the rate offer(s) is to be submitted electronically or non-electronically

Item 3–2 Submission of Rate Offers:

A. Submission of Electronic Rate Offers: When a participating agency has determined that rate offers must be submitted electronically, those rate offers must be submitted electronically in accordance with the electronic filing instructions established by the Freight Program Management Office (6FBX), Kansas City, MO. All accepted electronic rate offers will be made available to GSA's Office of Transportation Audits.

1. Items in the GSA No. 100–D that Contain Rates or Charges: The following Items from the GSA National Rules Tender No. 100–D are all the Items that contain rates or charges. Carriers must indicate in their electronic rate offer either one percentage for all of these Items or separate percentages for each.

Item 40 Prelodging

Item 100 Arbitrary Applicable On Import Or Export Traffic Picked Up At Or Delivered To Steamship Wharves Or Docks

Item 200 Chassis—Obtaining Of

Item 250 Customs Or In Bond Freight

Item 300 Delivery Of Freight Bill Prior To Delivery Of Shipment

Item 325 Detention—Vehicles With Power Units

Item 350 Detention—Vehicles Without Power Units
 Item 400 Diversion—Motor To Air Transportation
 Item 425 Hydraulic Lift Gate Service
 Item 450 Fork Lift Service
 *Item 475 Exclusive Use And Control Of Vehicle
 **Item 480 Expedited Service
 Item 500 Export Or Import Shipment Requirements At The U.S.—Canadian Border
 Item 525 Extra Labor—Loading Or Unloading
 Item 550 Handling Freight At Positions Not Immediately Adjacent To Vehicle
 Item 600 Loading Or Unloading—Waterborne Traffic—Port Of Baltimore, MD
 Item 625 Marking Or Tagging Freight—Changing Marking Or Tags
 Item 675 Single Shipment Charge
 Item 725 Notification Charge
 Item 775 Overdimension Freight
 Item 776 Overweight Freight
 Item 825 Permits, Special
 Item 850 Pickup Or Delivery Service
 Item 855 Pickup Or Delivery Service—At Private Residences
 Item 860 Pickup Or Delivery Service—Sundays Or Holidays
 Item 865 Pickup Or Delivery Service—Saturday Or After 5 P.M. On Normal Business Days
 Item 870 Pickups Or Deliveries—Additional
 Item 875 Pickups Or Delivery Service—New York Harbor And Port Newark, NJ
 Item 925 Reconsignment Or Diversion
 Item 950 Redelivery
 **Item 1010 Sorting Or Segregating Service And Charges
 **Item 1025 Services—Signature And Tally Record Service (STR)
 **Item 1030 Services—Constant Surveillance Service (CSS)
 **Item 1035 Services—Dual Driver Protective Service (DDPS)
 **Item 1040 Services—Dual Driver Service
 Item 1050 Special Service—Security Check By Consignor
 Item 1075 Stopoffs—To Complete Loading Or For Partial Unloading, Paragraphs (B) And (F)
 Item 1100 Storage
 Item 1175 Transfer Of Lading
 Item 1225 Vehicle Or Shipper Requested Doubles Trailer Furnished But Not Used
 Item 1250 Weight—Verification
 Item 1275 Weights—Gross Weight—Charges On Gross Weight

*Only applicable to the stated charge in ITEM 475, Section 2, Paragraph (6)(b).

**Percentages are not required for these ITEMS. Please see ITEM 60 Specialized Services in the GSA No. 100–D.

B. Submission of Non-Electronic Rate Offers: When a participating agency has determined that rate offers must be submitted non-electronically, the participating agency will provide the appropriate filing instructions.
 Item 3–3 Time of Filing:

A. Electronic Rate Offers: The time period(s) during which an electronic rate offer may be submitted will be identified by the participating agency requesting the submission of electronic rate offers. Requests for electronic rate offers made by GSA will automatically be distributed to all carriers approved to participate in accordance with Item 2–2. Requests for electronic rate offers made by other participating agencies will be distributed per the discretion of the requesting participating agency.

B. Non-Electronic Rate Offers: The time period(s) during which a non-electronic rate offer may be submitted will be identified by the participating agency requesting the submission of non-electronic rate offers. Requests for non-electronic rate offers made by GSA will automatically be distributed to all carriers approved to participate in accordance with Item 2–2. Requests for non-electronic rate offers made by other participating agencies will be distributed per the discretion of the requesting participating agency.

Item 3–4 Non-Alternation Tender Acceptance Policy.

A. Unless specifically requested, TOS participating agencies will not accept electronic or non-electronic rate offers from carriers which contain a non-alternating provision.

B. Where a shipment involves both a non-DOD government agency participating in this TOS and a DOD agency, the applicable tender will be that of the Bill of Lading issuing office.

Section 4—Statement of Work

Item 4–1 Performance of Service: Carriers accepting shipments offered under this TOS shall establish effective service controls for the prompt and complete performance of all ordered origin, line-haul, and destination services. Origin services shall include timely and appropriate equipment delivery, loading, stacking and required transit time. Destination services shall include delivery notification, delivery, unloading, pallet and debris removal

Item 4–2 Services To Be Provided: Carriers participating in this TOS shall provide the following:

A. Adequate terminal facilities at origin to effectively service the agency shipping facility.

B. Adequate facilities at destination to effectively service the receiving activity/customer.

C. Pickup and delivery pursuant to the standards set forth in this TOS.

D. Equipment deemed necessary by the agency shipping facility traffic manager to perform service as outlined in this TOS to include temperature protection for commodities requiring temperature control. Equipment found unsuitable for freight loading shall be rejected.

E. Lowest overall transportation cost to the U.S. Government commensurate with satisfactory service.

F. Equipment spotting in accordance with the consignor or consignee's instructions.

G. Loading as directed by the consignor.

H. Exclusive use of equipment, when requested and annotated on the bill of lading.

I. Accessorial and special services, as requested or annotated on the bill of lading.

J. Prompt inspection of damaged material.

K. Settlement of all claims for loss or damage attributable to carrier liability within 120 days (41 CFR 102–117.195.)

L. Protection from elements and securing of the loads.

M. Transportation of hazardous materials other than Class A & B explosives; hazardous wastes; and radioactive articles requiring a hazardous material label in accordance with Title 49 of the Code of Federal Regulations (49 CFR).

N. Inside pickup or delivery, when requested and annotated on the bill of lading.

O. All services (e.g., spotting of trailers, assisting in the loading of freight into conveyance, and reporting to the agency shipping facility at the requested time), as requested by the designated agency shipping facility representatives, for shipments tendered.

(Unwarranted refusal or selective acceptance of cargo is prohibited.)

P. Continuous control of shipments. When requested by either a representative of the consignor or consignee, the carrier shall monitor and trace shipments to ensure prompt completion of all required service as well as giving status and location of a shipment within 24 hours of the request.

Q. Prior notification of delivery be in accordance with bill of lading instructions and without charge, except where the bill of lading instructions specifically requires prior notification of delivery be made 24 hours or more prior to delivery.

R. Proof of delivery (copy of signed, dated delivery receipt) for any shipment that the GBL issuing officer (or designee) determines is needed to verify the carrier's delivery certification on the GBL.

S. Return of shipment service. In the event a carrier is required to return a shipment to the original shipping location as ordered by the agency or designated official, the carrier will assess the line-haul rate applicable to the original outbound movement or the applicable tender rate, whichever is lower. The carrier shall obtain the necessary amendment or documentation from the party ordering the additional movement.

T. Hand-delivery of envelopes containing shipping documents to the consignee when such envelopes are tendered with the shipment.

Item 4-3 Completion of Service:

Service performed under this TOS is deemed complete when delivery and other destination services have been furnished. Carrier service can be accomplished by either direct or interline service. When jointline rates are offered, the tender submitting carrier shall ensure that any interline carrier(s) transports the shipment at the original offered discounted rate or charge and provides all services as specified in the TOS.

Item 4-4 Prompt Notification of Undelivered Freight: When a shipment cannot be delivered because of the consignee's inability or refusal to receive or accept the shipment, carriers shall (except for shipments originated by GSA) notify the applicable agency shipping facility traffic manager/contact point and request additional handling or

forwarding instructions from both the consignee and the consignor.

For GSA originated shipments, carriers shall request additional handling or forwarding instructions from either the GSA National Customer Service Center (6FR) (NCSC), 1500 East Bannister Road, Kansas City, MO 64131-3088 (1-800-488-3111) (FAX 816-926-6952) or the consignor.

Item 4-5 Rules and Accessorial

Charges: Shipments transported under this TOS shall be subject to the rules and accessorial charges published in the applicable GSA National Rules Tender No. 100—D. No carrier independent actions (carriers' rules or accessorial tariffs) or bureau published tariffs deviating from the GSA National Rules Tender No. 100—D are acceptable.

Item 4-6 Special Services Ordered by the Consignor: Only special or accessorial services annotated on the GBL by the consignor or provided for by an amendment to the GBL are authorized and will be paid by the agency.

Item 4-7 Department of Transportation (DOT) Emergency Response Guidebook: Each carrier that is subject to this TOS that picks up or transports a hazardous material shipment shall maintain emergency response information as specified in 49 CFR part 107 in the same manner as prescribed for shipping papers. The carrier shall have in its possession a copy of the current Department of Transportation (DOT) Emergency Response Guidebook when picking up, transporting, or delivering a shipment of hazardous material. This information must be immediately accessible to a transport vehicle

operator or crew in the event of an incident involving a hazardous material.

Item 4-8 Tracing Shipments: Requests by the Government to have a shipment traced shall be made through either the origin carrier's centralized tracing system, if such a system is available, or its origin terminal. Upon request, the origin carrier shall trace the shipment through its entire system (including any interlining carriers), and provide the requester (or third party as directed) a reply through the same communication media as the request, or through the media directed in the request. When a carrier offers the Government direct access to their mechanized tracing system and the requester elects to use it, the carrier will, when required by the requester, trace the system through any interlining system, and provide a reply as above.

Section 5—Performance Requirements

Item 5-1 Transit Time

A. This provision applies to all agencies as identified in Item 1-2.A and Item 1-3 and the General Services Administration (GSA) Distribution Centers, GSA Customer Supply Centers, GSA Forward Supply Points, and direct deliveries from the National Industries For The Blind (NIB), National Industries For The Severely Handicapped (NISH).

All minimum charge (MC), less than truckload (LTL), and truckload (TL) shipments.

(1) Delivery Time.

(a) Carriers shall be required to deliver all shipments within the following time standards:

DISTANCE KILOMETERS (HIGHWAY MILES) FROM AGENCY SHIPPING FACILITY

From	To	Required Delivery Service
1.61 kilometers (1 mile)	482.79 kilometers (300 miles)	2 Days
484.40 kilometers (301 miles)	804.65 kilometers (500 miles)	3 Days
806.26 kilometers (501 miles)	1,609.3 kilometers (1,000 miles)	4 Days
1,610.91 kilometers (1,001 miles)	2,413.95 kilometers (1,500 miles)	5 Days

DISTANCE KILOMETERS (HIGHWAY MILES) FROM AGENCY SHIPPING FACILITY

From	To	Required Delivery Service
2,415.56 kilometers (1,501 miles)	3,218.6 kilometers (2,000 miles)	7 Days
3,220.2 kilometers (2,001 miles)	and over	9 Days

(2) Method of Measuring Transit Time.

(a) Start of Transit Time.

(i) Minimum Charge (MC) and Less Than Truckload (LTL) Shipments:

Transit time begins the next business day after the shipment is signed for by the originating carrier and ends at the time the shipment is delivered (or made

available for delivery) to the receiving activity (destination).

(ii) Truckload (TL) Shipments:

Transit time begins the same business day the shipment is signed for by the

originating carrier and ends at the time the shipment is delivered (or made available for delivery) to the receiving activity (destination). In instances where a shipment is signed for by the originating carrier on a Saturday, Sunday, or holiday the transit time will not begin until the NEXT BUSINESS DAY.

(b) Computation of Transit Time.

(i) Transit time for Minimum Charge (MC), Less Than Truckload (LTL), and Truckload (TL) shipments is measured in business days, excluding Saturday, Sunday, and holidays as set forth in ITEM 30 Definition Of Terms, (2) Legal Holidays in the GSA National Rules Tender No. 100-D herein.

(ii) Unless the agency or the customer requests and authorizes delivery on Saturdays, Sundays, or holidays (as set forth in ITEM 30 Definition Of Terms, (2) Legal Holidays in the GSA National Rules Tender No. 100-D herein), carriers shall not be required to deliver shipments on these days. Carriers shall not be penalized if they refuse to voluntarily make Saturday, Sunday, or holiday delivery.

B. General Services Administration (GSA) Routed Shipments To Alaska and Hawaii.

All minimum charge (MC), less than truckload (LTL), and truckload (TL) shipments.

(1) Delivery Time.

(a) Carriers shall be required to deliver all shipments within the following time standards:

(i) Are computed from the port of embarkation (POE) named by GSA.

(ii) For shipments destined to Hawaii, the POE can either be Oakland, CA or Los Angeles, CA.

(A) Carriers shall deliver GSA routed shipments from one of the specified West Coast Ports to all customer locations in Hawaii within 8 calendar days.

(iii) For shipments destined to Alaska, the POE is Seattle, WA.

(A) Carriers shall deliver all GSA routed shipments from Seattle, WA to all customer locations in Anchorage, AK within 7 calendar days.

(B) Carriers shall deliver all GSA routed shipments from Seattle, WA to all customers in Alaska locations other than Anchorage, AK within 12 calendar days.

(2) Method of Measuring Transit Time.

(a) Start of Transit Time.

(i) minimum charge (MC), less than truckload (LTL), and truckload (TL) shipments:

Transit time begins from the POE scheduled sailing date and ends at the time the shipment is delivered (or made

available for delivery) to the receiving activity (destination).

(b) Computation of Transit Time.

(i) Transit time is measured in calendar days, including Saturday, Sunday, and holidays as set forth in ITEM 30 Definition Of Terms, (2) Legal Holidays in the GSA National Rules Tender No. 100-D herein.

(ii) Unless the agency or the customer requests and authorizes delivery on Saturdays, Sundays, or holidays (as set forth in ITEM 30 Definition Of Terms, (2) Legal Holidays in the GSA National Rules Tender No. 100-D herein), carriers shall not be required to deliver shipments on these days. Carriers shall not be penalized if they refuse to voluntarily make Saturday, Sunday, or holiday delivery.

Item 5-2 Pickup

A. General: Carrier pickup service shall include arriving on time for pickup, and with the type and quantity of equipment ordered by the shipper. The shipper may inspect the carrier's equipment upon arrival and, if determined unsuitable for freight loading, reject the equipment.

B. Ordering Equipment: When ordering equipment or requesting a pickup date, carriers will receive advance notice. Unless an abnormal amount or type of equipment is requested, carriers will be notified in the afternoon prior to the day the equipment is needed. However, in some circumstances, carriers may be required to perform same day pickup service. Carriers will not be penalized if they are unable to provide this "special" same day pickup service.

C. Method of Measurement: Pickup service will be measured using agency shipping facility dispatcher records indicating the requested time and date of pickup and carrier sign-in registers indicating carrier date and time of arrival. Unless a carrier requested and received, from the agency shipping facility ordering official, permission to delay the pickup date or time, measurement of efficient pickup service will be based only on the agency shipping facility dispatch records.

Item 5-3 Loss or Damage

A. General: Loss or damage claims attributable to the carrier's performance must be acknowledged and settled in accordance with the provisions of 49 CFR part 1005.

B. Method of Measurement: In all instances, loss or damage claim settlements will be applied to the ORIGIN carrier performance of service using reports, records, and history files compiled by the agency. These reports, records, and history files will include

for each participating carrier, the number of shipments it handled as well as the number of claims settled against it.

C. Aggregation of Claims: A participating agency may aggregate claims to be filed against an individual carrier into a single filing. Such an aggregate filing will be construed as an individual filing of each claim and the participating agency will indicate on the aggregate filing the individual claimed amount, together with supporting documentation, for each included claim. The carrier against which an aggregate filing is made shall settle each claim as if it were filed independently. In order for a participating agency to take advantage of this Item 5-3.C, the participating agency must notify the carrier in writing of its intent to utilize the provisions of this Item 5-3.C.

Item 5-4 Unusual Incidents: Except for shipments originated with GSA, carriers shall attempt to provide a report in writing to the GBL issuing officer any event of major significance which produces substantial loss, damage, or delay to a shipment(s) such as theft or seizure of cargo, strikes, embargoes, fires, or other similar incidents, not later than the first working day after such incident.

For shipments originated by GSA, carriers shall attempt to report the required information not later than the first working day after such incident to the consignor and the GSA National Customer Service Center (6FR) (NCSC), 1500 East Bannister Road, Kansas City, MO 64131-3088 (1-800-488-3111) (FAX 816-926-6952).

The initial written report shall include the following information and be followed up by a detailed written assessment of the loss or damage, and delays encountered and final disposition of the property:

- A. Type of incident;
- B. Location of incident;
- C. Description of any hazardous cargo;
- D. GBL Number and date issued;
- E. GBL issuing office;
- F. Origin;
- G. Destination;
- H. Date shipment received by carrier;
- I. If applicable, required delivery date;
- J. Date and time of incident;
- K. Estimated amount of loss and extent of damage;
- L. Current status of shipment(s), including new estimated time of arrival (ETA); and
- M. Location of shipment(s), if applicable.

Item 5-5 All Others: This category includes the evaluation of all other services that carriers may be

requested to provide, such as the ability to provide accessorial and special services as required, documented customer complaint(s), adherence in observing Federal, State, local, and agency shipping facility regulations, and unwarranted refusal of shipments. (Selective acceptance of shipments is prohibited)

Item 5-6 Other Elements: All other service elements requiring carrier response and action due to a deficiency in performance must be responded to by the carrier within 10 days of receipt of an agency notice of such a deficiency. The carrier response must include a plan to correct the deficiency. The elements of service described herein generally refer to specific operational factors affecting the timely, efficient and cost-effective movement of agency freight. There are, however, other elements which will be considered in determining the overall performance of a carrier and the ability and fitness of a carrier to provide service to agencies. These elements are of such importance that one violation will render subject carrier to possible placement in temporary nonuse status. These elements include, but are not limited to:

- A. Willful violations of tenders or tariffs;
- B. Failure to pay just debts so as to subject Government shipments to possible frustration, unlawful seizure, or detention;
- C. Failure to maintain proper insurance coverage;
- D. Operating without legal authority; and
- E. Failure to have in its possession a current copy of the DOT Emergency Response Guidebook when picking up

or transporting a shipment of hazardous material.

Item 5-7 Request for a Waiver of Requirements of the TOS or GBL

A. When Granted and by Whom: The GBL Issuing Officer, the agency shipping facility Traffic Manager or the agency servicing office representative, for an individual shipment, may waive one or more of the requirements in this TOS or of the GBL in whole or in part because of the incompatibility of such requirements with the prevailing circumstances. An affected carrier may submit the waiver request verbally to the GBL issuing officer; however, the request must be confirmed in writing by the carrier to the GBL issuing officer within one day of the initial request.

B. Confirmation of Waiver: If the GBL issuing officer or designee determines that a waiver is justified, he/she will issue a waiver in writing, by amending the GBL and distributing copies of the amendment, including a copy to the carrier, within 48 hours after receiving the carrier's request.

Item 5-8 Astray Freight: In the event that freight is separated from the carrier's freight bill or bill of lading, the following procedures will apply:

A. When the carrier is able to determine the consignee, either from the markings on the freight or from the shipping documentation affixed to or contained within the freight, the carrier will promptly deliver the freight to the consignee.

B. When the consignee cannot be determined from the markings on the freight or shipping documents, but the carrier is able to determine that the property belongs to a specific Government agency, then the carrier

will contact the nearest installation of that agency for disposition instructions.

For GSA originated shipments, the carrier shall contact the GSA National Customer Service Center (6FR) (NCSC), 1500 East Bannister Road, Kansas City, MO 64131-3088 (1-800-488-3111) (FAX 816-926-6952) for disposition instructions.

C. When specific agency ownership cannot be determined for astray freight which is identifiable Government property, the carrier will contact the nearest Government installation for disposition instructions

Section 6—Service Performance Standards

Item 6-1 Carrier Performance Reviews

A. Documenting Carrier Performance.

Carrier performance data will be obtained from a variety of sources, including, but not limited to the following:

- (1) Complaints (both written and oral) submitted by an agency transportation officer, GBL Issuing Officer, agency official, agency shipping facility operating personnel, or consignee;
- (2) Reports obtained or formulated from carrier pickup records, history files, finance payment records, and agency discrepancy computer runs; and
- (3) Serious incident reports.

Item 6-2 Carrier Evaluation

A. Carrier performance of all shipments tendered shall be evaluated monthly using the service standards established in this ITEM herein. Four categories will be analyzed.

A carrier will be issued a warning letter and may be placed in a temporary nonuse status based on deficiencies in any individual category.

B. Service Standard Table:

CATEGORIES

Ranking	Transit time (percent)	Pickup (percent)	Loss and damage (percent)	All others (percent)
	1	2	3	4
Excellent	100-98	100-99	100-99	100-99
Very Good	97-96	98-97	98-97	98-97
Satisfactory	95-94	96-94	96-95	96-95
Unsatisfactory	Below 94	Below 94	Below 95	Below 95

C. If transportation costs are equal, maximum use will be made of carriers whose ranking for all categories are excellent.

D. Carrier performance that is determined to be "unsatisfactory" for one or more categories will result in the issuance of a warning letter by the respective agency servicing office or his

or her designee. The carrier will be advised that its service for one or more categories is "unsatisfactory" and that if service for that category(ies) fails to improve, the carrier will be subject to placement in temporary nonuse status.

E. Carrier performance that is determined to be "unsatisfactory" for one or more of the categories will result

in notification by the agency servicing office or designee that action is being initiated to place it in a temporary nonuse status in accordance with the nonuse procedures set forth in Section 8—Temporary Nonuse, Debarment, And Suspension.

Section 7—Inspection

Item 7-1 General: Authorized representatives of the GBL Issuing Office shall have the right to inspect carrier facilities (local carriers equipment, terminals, stations, or warehouses) and to inspect the performance of services (loading, pickup, delivery, and any other services performed or being performed by the carrier) in connection with any shipment handled under the provisions of this TOS.

A. An authorized representative of the GBL Issuing Office shall include personnel of the agency shipping facility.

B. Representatives may inspect the performance of services at the agency shipping facility, at the carrier terminal facilities, or at consignee receiving facilities during regular office hours or at any time work is being performed.

Item 7-2 Corrective Action: When authorized representatives of the GBL Issuing Office determine that facilities, equipment, or services do not meet the terms, conditions or specifications prescribed by this TOS, the carrier or its agent shall cooperate fully to promptly correct the deficiency by taking appropriate action at no additional cost to the Government.

Item 7-3 Facilities: The carrier must furnish Government representatives with free access and reasonable facilities and assistance to accomplish their inspection.

Section 8—Temporary Nonuse, Debarment, and Suspension

Item 8-1 Basis and Time Period: Carriers may be placed in temporary nonuse by an agency shipping facility manager or tender servicing office for a period not exceeding 90 days if the terms or conditions of this TOS are not met or for any cause(s) listed in 41 CFR 102-117.290 for debarment or suspension status, respectively.

When there is a sufficient basis to initiate temporary nonuse action against a carrier, the carrier will be notified by certified mail, return receipt requested, of the following:

A. The effective dates of the proposed temporary nonuse;

B. The extent or scope of the proposed temporary nonuse, including the specific transportation facilities to which the period of exclusion will be applicable;

C. The facts relied on to support the specified cause(s) for temporary nonuse;

D. Upon receipt of the initiating officer's notice of proposed temporary

nonuse, the carrier will be given a period of 7 calendar days during which it may submit in person, in writing, or through a representative, rebuttal information and arguments opposing the temporary nonuse;

E. The initiating officer has a period of 5 working days to evaluate a carrier's rebuttal information, any opposing arguments and render a decision;

F. The availability of an appeal of the initiating officer's decision to a reviewing official, provided the request for review is received within 5 work days of receipt of the transportation officer's decision;

G. The corrective action required by the carrier to be removed from temporary nonuse; and

H. Carrier failure to correct the cause(s) for temporary nonuse will result in an additional nonuse period of 30 calendar days during which the case will be referred to the agency's debarring official for appropriate action.

Section 9—Report Requirements

Item 9-1 General Services Administration (GSA).

A. Distribution Centers. Carriers transporting GSA Distribution Center (DC) shipments are required to submit the following reports to the agency servicing office or designee:

(1) A previous month's report of DC shipments within twenty (20) calendar days of the month following the end of the month being reported. The report shall be in GBL number sequence and include:

- (a) Pickup date of each shipment;
- (b) weight of each shipment;
- (c) the date each shipment was delivered or offered for delivery; and
- (d) the shipment city and state destination.

If the shipment was offered for delivery and not immediately accepted, carriers, upon request, shall provide the requesting GSA official with the name of the consignee's representative who authorized the scheduled delivery date, and if applicable, any consignee-assigned carrier control number.

(2) Each month, the DC traffic manager or designee, or the GSA office that services the DC may request by random selection, Proof of Deliveries. The carrier, within 30 days from the date of the request, at no additional cost, must provide proof of not more than 5 percent of the total deliveries through submission of legible hard copy Proof of Deliveries (signed and dated delivery receipt) to the requesting office.

B. All Other Traffic. To be specified in future TOS supplements.

Item 9-2 Other Agencies as Identified in the Applicable Request for Offers (RFO).

A. General: Carriers transporting shipments subject to a GSA Shipment Surcharge as identified in Section 10 are required to submit shipment reports to the Freight Program Management Office (FPMO), Kansas City, MO, unless otherwise stated, in accordance with this Item 9-2.

1. Applicability. Only those shipments which are subject to the GSA Shipment Surcharge as identified in Section 10 will be included in the shipment reports. Shipments required to be reported will be those shipments for which the applicable participating agency issues the GBL. Reports MUST be furnished to the FPMO on a calendar, quarter basis by electronic filing and must include all applicable shipments that were delivered during the reported quarter. Shipments reported in the previous quarter should not be reported again in the next quarter even though they may be billed in another quarter than delivered.

2. Timeframe. The electronic submission of the required shipment reports MUST be in accordance with the following table. Submission of the shipment reports will correspond with the submission of the GSA Shipment Surcharge as outlined in Item 10-1.D. (Table).

Shipments delivered between	Shipment report due to GSA by
January 1 and March 31 ...	June 1.
April 1 and June 30	September 1.
July 1 and September 30 ..	December 1.
October 1 and December 31.	March 1.

3. Failure to submit reports. The failure to submit the shipment report in two consecutive quarters and/or three of four quarters will result in the withdrawal of a carrier's rates and/or subsequent revocation of its approval in GSA's Freight Management Program. Carriers with accepted rate offers on file for shipments subject to a GSA Shipment Surcharge as identified in Section 10 are required to submit a report even if a shipment was not delivered during the quarter.

B. Filing Requirements.

1. Hard Copy Reports. Hard copy (paper) reports will not be accepted.

2. Electronic Media Reports. Reports must be submitted electronically.

3. Content of Shipment Report. Identified below are the major report elements that will be required to be provided as part of the shipment reports:

- (a) Standard Carrier Alpha Code (SCAC);
 (b) Identifying Quarter;
 (c) Federal Agency User ID;
 (d) GBL Number;
 (e) Origin State;
 (f) Origin State Zip Code;
 (g) Destination State;
 (h) Destination State Zip Code;
 (i) Pickup Date;
 (j) Delivery Date;
 (k) Transit Time;
 (l) Actual Weight;
 (m) Actual Mileage;
 (n) Amount Billed for Linehaul Transportation and Accessorial Services Only;
 (o) Total Amount Billed; and
 (p) Taxpayer Identification Number (TIN).

4. Format requirements. To be provided prior to August 1, 1997, to all carriers approved in accordance with Item 2-2 for shipment reports due September 1, 1997.

5. Report Submission Instructions: To be provided prior to August 1, 1997, to all carriers approved in accordance with Item 2-2 for shipment reports due September 1, 1997.

Section 10—Payment of Charges

Item 10-1 General Services Administration (GSA) Shipment Surcharge

A. Incorporation of Section 10 in a Request for Offers (RFO): Publication of this Section 10 in a RFO distributed by a participating agency shall be construed as incorporation of the terms

and conditions of this Section 10 effective on the date of the publication of the RFO. The terms and conditions of this Section 10 WILL NOT apply if this Section 10 IS NOT specifically incorporated into a RFO.

B. Amount of GSA Shipment Surcharge: A charge equal to 4% of the total amount billed for linehaul and accessorial services will be applicable to each Government Bill of Lading (GBL) issued which references a rate offer that was accepted in accordance with a RFO that incorporated this Section 10.

C. Billing: The GSA Shipment Surcharge MAY NOT be shown as a separate, chargeable line item on the carrier's Public Voucher for Transportation Charges.

D. Remittance to GSA: GSA Shipment Surcharges collected in accordance with this Section 10 MUST BE remitted to GSA on the basis of shipments delivered according to the table below:

Shipments delivered between	Shipment shipment charge due to GSA by:
January 1 and March 31 ...	June 1.
April 1 and June 30	September 1.
July 1 and September 30 ..	December 1.
October 1 and December 31.	March 1.

E. Verification of Applicable GSA Shipment Surcharge Owed: As stated in Section 9, Item 9-2, carriers hauling shipments subject to a GSA Shipment Surcharge will be required to submit a shipment report to the Freight Program

Management Office (FPMO), Kansas City, MO, unless otherwise stated, identifying the number of shipments delivered during the appropriate timeframes identified in Item 10-1.D., above. This carrier provided shipment report will be verified per a shipment report submitted by the appropriate agency(ies). In the case of a discrepancy between the carrier submitted shipment report and the agency submitted shipment report, GSA will rely on the information provided in the agency submitted shipment report for the calculation of money owed to GSA from the carrier unless the carrier can provide evidence that the agency submitted shipment report is incorrect.

F. Method of Payment: The remittance of the GSA Shipment Surcharge may be transmitted either by check or by electronic funds transfer in accordance with the requirements identified below:

(1) By Check: Make checks payable to "GSA-GL474.2(User ID)"; e.g., GSA-GL474.2AAAAA", and mail to General Services Administration, Accounts Receivable, P.O. Box 73221, Chicago, IL 60673.

Note: Carrier assigned User IDs will be provided prior to May 1, 1997, to all carriers approved in accordance with Item 2-2.

(2) By Electronic Funds Transfer: Payments that are submitted by electronic funds transfer should be submitted in accordance with the format identified below:

Sample Funds Transfer Message Format

1						
	2		3			
	4	5	6		7	
					8	
					9	
					10	
					11	
					12	

EXPLANATION OF REFERENCES

Ref	Name	GSA Required Fill	Explanation
(1)	Priority Code		Provided by the sending bank. Note: Some Federal Reserve district banks may not require this item.
(2)	Treasury Department Code.	021030004	The nine-digit identifier is the routing symbol of the United States Treasury. This item is a constant and is required for all funds transfer messages note to the United States Treasury.
(3)	Type Code		The type code will be provided by the bank.
(4)	Sending Bank Code		The nine-digit sending bank code will be provided by the sending bank.
(5)	Class Code		The class code may be provided by the sending bank at its option (if permitted by the Federal Reserve district bank).

EXPLANATION OF REFERENCES—Continued

Ref	Name	GSA Required Fill	Explanation
(6)	Reference Number		The reference number may be inserted by the sending bank to identify the transaction.
(7)	Amount		The amount will include the dollar sign and the appropriate punctuation including cents digits. This item will be provided by the depositor.
(8)	Sending Bank Name ...		The telegraphic abbreviation which corresponds to item (4) will be provided by the sending bank.
(9)	Treasury Department Name.	TREAS NYC/(47000016) GSA	This item is of critical importance. It must appear on the funds transfer message in the precise manner as stated to allow for the automated processing and classification of the funds transfer message to the agency location code of the appropriate agency. The item is comprised of a rigidly formatted, nonvariable sequence of 15 characters as shown.
(10)	Information	GSA DOS SHIPMENT SURCHARGE	This item identifies the purpose of payment.
(11)	Information	GSA-GL474.2	This item identifies the account in GSA.
(12)	Information	PAYMENT FOR (User ID)	This identifies the carrier making the payment. Note: For (User ID), carrier assigned User IDs will be provided prior to May 1, 1997, to all carriers approved in accordance with Item 2-2.

Example

02			
021030004	10		
011000390	0650	\$1,500.00	
FIRST BOS			
TREAS NYC/(47000016)GSA			
GSA DOS SHIPMENT SURCHARGE			
GSA-GL474.2			
PAYMENT FOR AAAAA			

G. Failure To Submit Remittance: Failure to submit remittance of the applicable GSA Shipment Surcharge as required by this Section 10 will result in the immediate revocation of approval in GSA's Freight Management Program.

Section 11—Metric Conversion Table

U.S. MEASUREMENT TO METRIC MEASUREMENT

Length

Symbol	When you know	Multiply by	To find	Symbol
in	inches	2.54	centimeters	cm
ft	feet	30.48	centimeters	cm
ft	feet	0.3048	meters	m
yd	yards	0.9144	meters	m
mi	miles	1.6093	kilometers	km

MASS

[Weight]

Symbol	When you know	Multiply by	To find	Symbol
oz	ounces	28.35	grams	g
lb	pounds	0.4536	kilograms	kg
t	short ton (2,000 lb.)	0.9072	metric ton	t

VOLUME

Symbol	When you know	Multiply by	To find	Symbol
pt	pints	0.473	liters	L
qt	quarts	0.946	liters	L
gal	gallons	3.785	liters	L

Note: To convert U.S. customary units to metric units, multiply by the conversion factor. To convert metric to U.S. customary units, divide by the conversion factor.

Sections 12 Through 14

Reserved Section 15-Forms

Carrier Certification Statement

Carrier certification of eligibility for the award of contracts for transportation.

A. By submitting this rate tender, the carrier certifies that:

(1) Neither the carrier, nor any of its subsidiaries, officers, directors, principal owners, or principal employees is currently suspended, debarred,) or in receipt of a notice of proposed debarment from any Federal agency as a result of a civil judgment or criminal conviction or for any cause from GSA, or has been placed in temporary nonuse status by GSA for the routes covered by this tender as of the date that this rate tender is offered.

(2) The carrier is not a corporation, partnership, sole proprietorship or any other business entity which has been formed or organized following the suspension or debarment of, a subsidiary, officer, director, principal owner, or principal employee thereof (or from such an entity formed after receipt of a notice of proposed debarment).

B. The following definitions are applicable to this certification:

(1) A subsidiary is a business entity whose management decisions are influenced by the carrier through legal or equitable ownership of a controlling interest in the firm's stock, assets, or otherwise.

(2) A principal owner is an individual or company which owns a controlling interest in the carrier's stock, or an individual who can control, or substantially influence, the carrier's management, through the ownership interest of family members or close associates.

(3) A principal employee is a person(s) acting in a managerial or supervisory capacity (including consultants and business advisors) who is able to direct, or substantially influence, the carrier's performance of its obligations under its contracts for transportation with the Federal Government.

C. The knowledge of the person who executes this certification is not required to exceed the knowledge which that person can reasonably be expected to possess, following inquiry, regarding the suspended or debarred status of the parties defined in (B), above.

D. THE CARRIER HAS A CONTINUING OBLIGATION TO

INFORM THE GSA OFFICE TO WHICH THIS RATE TENDER IS SUBMITTED OF ANY CHANGE IN CIRCUMSTANCES WHICH RESULTS IN ITS INELIGIBILITY FOR THE RECEIPT OF CONTRACTS FOR TRANSPORTATION.

E. An erroneous certification of eligibility or failure to notify the GSA transportation zone office receiving this tender of a change in eligibility, may result in a recommendation for administrative action against the carrier. Additionally, false statements to an agency of the Federal Government are subject to criminal prosecution pursuant to 18 USC 1001, as well as possible civil penalties.

Company Name _____

Signature and Title of Authorized Official _____

Date _____

CARRIER CONTACT

Name: _____

Title: _____

Address: _____

City/State: _____

Telephone No: _____

General Services Administration— Basic Transportation Trading Partner Agreement

Applicability: Check the box below which represents the activity of your firm under this Trading Partner Agreement:

- ☐ Freight Common Carrier (All paragraphs, except Paragraph 4, of this agreement will apply and are binding).
- ☐ Household Goods Common Carrier (All paragraphs, except Paragraphs 3 and 5G, of this agreement will apply and are binding)
- ☐ Freight Forwarder (All paragraphs, except Paragraph 4, of this agreement will apply and are binding)
- ☐ Household Goods Freight Forwarder (All paragraphs, except Paragraphs 3 and 5G, of this agreement will apply and are binding)
- ☐ Freight Broker (All paragraphs, except Paragraphs 4 and 5G, of this agreement will apply and are binding)
- ☐ Freight Shipper Agent/Intermodal Marketing Company (All paragraphs, except Paragraphs 4 and 5G, of this agreement will apply and are binding)
- ☐ Rate Filing Service Provider (All paragraphs, except Paragraph 5G, of this agreement will apply and are binding)

1. Introduction

This agreement prescribes the general procedures and policies to be followed when Electronic Commerce (EC) is used for transmitting and receiving requests for offers, rate tenders, or other business information in lieu of creating one or more paper documents normally associated with conducting business with the General Services Administration.

The General Services Administration (GSA or the agency) will transmit and receive using the File Transfer Protocol (FTP) of the Internet network (I-FTP) such transaction sets (documents) as it chooses and as established by the governing tender of service or the request for offers. These transaction sets will be transmitted to those firms, organizations, agencies, or other entities (trading partners) recognized by GSA that agree to accept such documents and to be bound by the terms and conditions contained in those documents, this agreement, and any applicable tender of service.

2. Purpose

This agreement is to ensure that all EC obligations are legally binding on all trading partners. Further, the use of any electronic equivalent of a standard business document referenced in Paragraphs 3 and 4 will be deemed an acceptable business practice and that no trading partner will challenge the admissibility of the electronic information in evidence, except in circumstances in which an analogous paper document could be challenged.

3. Freight Reference

This agreement, in addition to the terms and conditions stated in Paragraph 5, is subject to the terms and conditions of the following documents:

- GSA Freight Traffic Management Program Standard Tender of Service
- Optional Form 280
- GSA Freight Traffic Management Program Request for Offers

4. Household Goods Reference

This agreement, in addition to the terms and conditions stated in Paragraph 5, is subject to the terms and conditions of the following documents:

- GSA Centralized Household Goods Traffic Management Program Tender of Service
- Optional Form 280
- GSA Centralized Household Goods Traffic Management Program Request for Offers

5. Terms and Conditions

(A) GSA will place electronic documents in a publicly accessible

directory on GSA's FTP server (KCFTP.GSA.GOV, pub/ARFRS or pub/CHAMP) and when warranted in the directory of a confirmed trading partner (trading partner/<SCAC>), either directory hereinafter referred to as directory. It will receive documents from confirmed trading partners in each confirmed trading partner's directory via I-FTP. Receipt by the trading partner is considered to occur when the document is placed in either the public directory or the trading partner's directory, as the case may be.

(B) GSA will bear the costs of maintaining the GSA FTP server and the costs of placing documents issued by GSA in the appropriate directory on the GSA FTP server, and the costs of managing documents put on the GSA FTP server by its trading partners. The agency's trading partners are responsible for all costs associated with getting documents from or putting documents on the GSA FTP server.

(C) When the transmissions are submissions of rate tenders, the submitting firm must have first met all applicable approval requirements set out in the applicable, governing Tender of Service.

(D) GSA will be responsible for the accuracy of documents issued by it and placed in the GSA FTP server directory. GSA will not be responsible for errors occurring in documents put on the GSA FTP server, nor will GSA be responsible for errors occurring in documents gotten from the GSA FTP server.

(E) GSA will not be responsible for any damages incurred by a trading partner as a result of missing or delayed transmissions when the problem is not with or caused by GSA or the agency's FTP server.

(F) Any document placed in a directory maintained on the GSA FTP server is to be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in a paper transaction. Likewise, any document from a trading partner put into a directory on the GSA FTP server will be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in a paper transaction.

(G) The carrier/freight forwarder party to this agreement authorizes GSA on the carrier's/freight forwarder's behalf to offer the electronic rate file to the Interstate Commerce Commission in satisfaction of the requirements of Section 10721(b)(2).

(H) In the event a carrier/freight forwarder uses a broker, shipper agent/Intermodal Marketing Company, or filing service to file its rates with GSA, documents submitted on behalf of the

carrier/freight forwarder shall be accepted as though submitted by the carrier/freight forwarder and in accordance with the terms and conditions of the trading partner agreement between the carrier/freight forwarder and GSA. The use of a broker, shipper agent/Intermodal Marketing Company, or filing service does not relieve the carrier/freight forwarder of any of its rights or obligations under the terms of this agreement, including the maintenance of a valid trading partner agreement with GSA.

6. Force Majeure

None of the parties in this agreement will be liable for failure to properly conduct EC in the event of war, accident, riot, fire, flood, epidemic, power outage, labor dispute, act of God, act of public enemy, malfunction or inappropriate design of hardware or software, or any other cause beyond such party's control. If standard business cannot be conducted by EC, GSA will, at its discretion, return to a paper based system.

7. Effective Date

The effective date of this agreement will be the latest of the date(s) shown on the signature page of this document.

8. Agreement Review

This agreement will be effective on a continuing basis, except as provided in Paragraph 9, below; provided, however, that GSA may from time to time make such changes to the agreement as are necessary, and the trading partner may request review of the agreement at any time.

9. Termination

(A) In the event that GSA terminates a firm's participation in the GSA Freight Traffic Management Program and/or the GSA Centralized Household Goods Traffic Management Program, this agreement shall be considered terminated as of the date notice is given to a firm of its participation termination.

(B) In the event that a firm terminates its participation in the GSA Freight Traffic Management Program and/or the GSA Centralized Household Goods Traffic Management Program, this agreement shall be considered terminated as of the date notice of such termination is received by the GSA.

(C) Except as provided above, this agreement may be terminated by either GSA or its trading partner, effective 30 days after receipt of written notice by either party. Termination will have no effect on transactions occurring prior to the effective date of termination.

10. Whole Agreement

This agreement and all addenda constitute the entire agreement between the parties. No changes in terms and conditions of this agreement shall be effective unless approved and signed by both parties. At the inception of this agreement, Addendum/Addenda (is) (are) not applicable. As the parties develop and implement additional EC capabilities, addenda may be incorporated into this agreement. Each addendum will be signed and dated by both parties. The latest date contained on the signature page will be the effective date of the addenda. The addendum will be appended to this agreement.

Representing the Carrier

Name and Signature

Title

Firm

Mailing Address

City, State, Zip

Telephone

Fax

Internet E-mail

Electronic Commerce Contact

Telephone

Fax

Internet E-mail

Date

Representing the General Services Administration

W. P. Hobson

Name and Signature

Manager, Automated Rate Filing and Retrieval System (ARFARS)

Title

Federal Supply Service

Firm

1500 East Bannister Road

Street Address

Kansas City, MO 64131

City, State, Zip

816-823-3646

Telephone

816-823-3656

Fax

william.hobson@gsa.gov

Internet E-mail

Robyn Bennett

Electronic Commerce Contact

816-823-3646

Telephone

816-823-3656

Fax

robyn.bennett@gsa.gov

Internet E-mail

Date

Trading Partner Agreement Number
(TO BE COMPLETED BY GSA)**General Services Administration—
General Freight Tender Of Service No.
1-F**

Letter Of Intent

Carrier Agreement—To Abide By the Terms and Conditions of the General Services Administration Standard Tender of Service (STOS), General Freight Traffic Management Program

Please accept our request to participate in the General Services Administration (GSA) STANDARD TENDER OF SERVICE (STOS) General Freight Traffic Management Program. Only one LETTER OF INTENT should be submitted to each participating Government agency office with the first tender filing, regardless of the number of tenders submitted.

I certify that I have read and will comply with all the provisions contained in the GSA Standard Tender of Service (STOS) GSA General Freight Tender of Service No. 1-F, the GSA National Rules Tender No. 100-D, and the GSA Baseline Rate Publication No. 1000-D, effective May 1, 1996. I further certify that the undersigned company has the operating authority and insurance as required by Item 1-5 and SECTION 2, of the GSA General Freight Tender of Service No. 1-F.

Company Name

Signature and Title of Authorized Official

Date

Carrier Contact:

Name:

Title:

Address:

Area Code: () Telephone No:

Sections 16 Through 20 Reserved

**General Services Administration,
National Rules Tender****No. 100-D (GSA No. 100-D)**

Providing Rules And Baseline Charges for Accessorial and Terminal Services

For Governing Publications, See ITEM 10.

This tender applies on both Intrastate and Interstate traffic.

General Services Administration, Federal Supply Service, Transportation Management (6FBX), Kansas City, Missouri 64131.

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Section 1—General Tender Application

Item 5 Purpose, Explanation, and Application

Section 1. Purpose

The purpose of this General Services Administration (GSA) NATIONAL RULES TENDER No. 100-D (GSA No. 100-D) is to articulate the transportation service needs of the participating Government agencies listed in ITEM 1-1A of the General Services Administration (GSA) GENERAL FREIGHT TENDER OF SERVICE No. 1-F (GSA TOS No. 1-F) herein, for the movement of freight traffic and to assist in GSA's effort in implementing the standardization necessary to achieve a fully automated system for rating and routing Government freight shipments.

Section 2. Explanation

The baseline rates and charges, rules, and other provisions contained in this tender have been constructed by GSA and are above some bureau levels, and for the same provisions below other bureau levels.

Section 3. Application

Where reference is made to the GSA NATIONAL RULES TENDER No. 100-D (GSA No. 100-D) in a carrier's tender or rate agreement, the rules and accessorial charges contained in this publication will govern the freight services of the carrier's tender, and will apply from, to, or between those points which are

specified in the individual tender. This is not in any way to be construed as a setting of rates, rules or charges by GSA. **CARRIERS' TENDERS CANNOT BE MADE SUBJECT TO ANY OTHER PUBLICATION FOR APPLICATION OF THE RATES OR CHARGES THEREIN.** If any carrier or bureau published line-

haul, rules or terminal services tariff is shown in a tender, the tender will be rejected and returned to the carrier.

The publications listed in Item 10 governing publications herein, form part of the rules publication and will not need to be listed in block 16 of the individual tenders.

Item 10 Governing Publications

This tender is governed, except as otherwise provided herein, by the following described tariffs or specifications, by supplements or loose-leaf page amendments thereto, or by successive issues or reissues thereof:

Title	Kind of tariff	Tariff No.	ICC No.
National Motor Freight Traffic Association, Inc., Agent.	National Motor Freight Classification (Rules Only).	100-V	ICC NMF 100-V
	Directory Of Standard Multi-Modal Carrier And Tariff Agents Codes (SCAC and STAC).	101-K	ICC NMF 101-K
ALK Technologies, Inc. automated mileage system.	ALK Technologies, Inc. 5-digit zip code 15, as amended		
National Railroad Freight Committee, Agent.	Uniform Freight Classification (Rules Only)	6000-K	ICC UFC 6000-K

Item 20 Revising Tender Provisions and Method of Canceling Original or Revised Pages

This TOS will be revised by the Freight Program Management Office (6FBX), Kansas City, MO through publication of the changes on GSA's WorldWide Web Page (<http://www.kc.gsa.gov/fsstt>), the issuance of page revisions (original or revised), or the reissuance of the document on an "as needed" basis.

- A. TOS Page Revisions: Reserved
- B. Reissuing the TOS: Reserved

Item 30 Definition of Terms

(1) Business Hours and Days:

(a) Business Hours: The term "BUSINESS HOURS", is defined as 7:00 a.m. to 5:00 p.m.

(b) Business Days: The term "BUSINESS DAYS", is defined as Monday through Friday, except legal holidays (as shown in ITEM 30 DEFINITION OF TERMS, (2) LEGAL HOLIDAYS herein).

(2) Legal Holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday (Presidents' Day)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
and any other day designated as a holiday by Federal statute or Executive Order.

(3) Shipment: A "SHIPMENT", consists of a lot of freight tendered to a carrier by one consignor at one place at one time for delivery to one consignee at one place on one bill of lading.

(4) Vehicle: Wherever the term "VEHICLE", is used, the term will have reference to a truck, trailer, or container

exceeding 10.67 meters (thirty-five [35] feet) in length; or two (2) trailers or containers, each of which does not exceed 10.67 meters (thirty-five [35] feet) in length propelled or drawn by a single power unit or transported on one flat car.

(5) Doubles Trailer: The term "DOUBLES TRAILER", means a trailer or container not exceeding 10.67 meters (thirty-five [35] feet) in length.

(6) Rates: (a) Less Than Truckload (LTL):

"LESS THAN TRUCKLOAD" (LTL) rates, are those rates which are based on a percentage of the less than 226.8 kilograms (L5C—less than 500 pounds) through 4,536 kilograms but less than 9,072 kilograms (10M—10,000 pounds) but less than 20,000 pounds) rates shown in Section B, Item 100, of the GSA Baseline Rate Publication No. 1000-D. These rates may be applied on shipments weighing 9,072 kilograms (20,000 pounds) or more.

(b) Truckload (TL): "TRUCKLOAD" (TL) rates, are those rates which are based on cents-per-1.6093 kilometers (cents-per-mile) charge per vehicle, or a percentage of the 9,072 kilograms but less than 13,608 kilograms (20M—20,000 pounds but less than 30,000 pounds), 13,608 kilograms but less than 18,144 kilograms (30M—30,000 pounds but less than 40,000 pounds), and 18,144 kilograms and over (40M—40,000 pounds and over) rates shown in SECTION B, ITEM 100, of the GSA BASELINE RATE PUBLICATION No. 1000-D.

(7) Conus: "CONUS", is defined as all points within the contiguous United States, including the District of Columbia (DC), (excluding Alaska and Hawaii).

(8) Import or Import Traffic: The term "IMPORT" or "IMPORT TRAFFIC", except as otherwise specifically

provided, shall be understood as meaning any traffic having a prior movement from a foreign country.

(9) Export or Export Traffic: The term "EXPORT" or "EXPORT TRAFFIC", except as otherwise specifically provided, shall be understood as meaning any traffic having a subsequent movement to a foreign country.

(10) Equipment: Except as otherwise provided, the term "EQUIPMENT", means any type of conveyance, regardless of size.

(11) Carrier: When the term "CARRIER", is used, in the GSA No. 100-D, unless otherwise stated, it shall apply to motor common carriers, brokers, freight forwarders, rail carriers, shippers agents, or shippers associations.

(12) And: The word "AND", is used to join numbers, words, phrases, etc., between which it appears.

(13) Or: The word "OR", allows for alternation or use of either one or more of the numbers, words, phrases, etc., between which it appears.

(14) Closed Van: Except as otherwise provided, the term "CLOSED VAN", means any type of equipment that is fully enclosed on four sides with doors.

(15) Sealed Closed VAN: Except as otherwise provided, the term "SEALED CLOSED VAN", means any type of equipment that is fully enclosed on four sides with doors that are sealed.

(16) Subject to Note and See Note:

(a) Subject to Note:

The term "SUBJECT TO NOTE", when used in the title of an ITEM in SECTION 2 herein, means that the NOTE indicated applies to the entire ITEM.

(b) See Note: The term "SEE NOTE", when used in the title of an ITEM in SECTION 2 herein, means that the referenced NOTE applies only where indicated, not to the entire ITEM.

Item 35 Disposition of Fractions

A. Fractions of a cent resulting from the application of a carrier's independently-established percentages of the baseline rates and minimum charges shown in the GSA NATIONAL RULES TENDER No. 100-D will be disposed of as follows:

1. Fractions of less than one-half of one cent will be omitted; and
2. Fractions of one-half of one cent or greater will be increased to the next whole cent.

B. Fractions of a cent resulting from the application of a carrier's independently-established rates will be disposed of as follows:

1. Fractions of less than one-half of one cent will be omitted; and
2. Fractions of one-half of one cent or greater will be increased to the next whole cent.

Item 40 Prelodging

(1) When prelodging of shipping documents is required by the consignee, the following definition will apply:

A. Prelodging: Prelodging is the hand delivery, telephonic or FAX of shipping documents by the delivering carrier 24 hours or more prior to delivery of a shipment or shipments to a location designated by the consignee. When required, the carrier shall deliver the shipping documents in accordance with the consignee's instructions.

(2) Invoices submitted for payment of prelude charges will be cross referenced as to bill of lading (Government Bill of Lading (GBL) or commercial bill of lading [CBL]) number(s), carrier's pro number(s), permit number(s), manifest number(s), delivery equipment number(s), and the date the prelude service was provided.

(3) Charges: Where the bill of lading is annotated that prelodging is required, the charge for hand delivery prelodging shall be \$50.00 per delivery equipment. The charge for telephonic or FAX prelodging shall be \$25.00 per delivery equipment.

Item 50 Doubles Trailer Furnished for Loading

A doubles trailer as defined in ITEM 30 DEFINITION OF TERMS herein may be furnished by the carrier for a vehicle as defined in ITEM 30, except as otherwise provided, at 60 percent of the applicable Truckload (TL) or vehicle rate or charge published herein or in the carrier's individual tender.

Item 55 Equipment Requested for Loading

When the shipper orders a specific type or size of equipment, and the carrier holds itself out to provide such

equipment in its tender, the carrier shall be responsible for providing it. If equipment other than that requested by the shipper is provided to load a shipment, it shall be furnished at the carrier's own convenience and without any additional cost to the Government. The transportation charges shall be assessed on the basis of the equipment ordered by the shipper, unless charges on the equipment that was furnished are lower.

Item 60 Specialized Services

Unless otherwise provided in an individual tender, carriers will NOT be required to furnish the specialized services contained in the following ITEMS of this tender herein:

Item 480 Expedited Service

Item 900 Protective Service

Item 1010 Sorting or Segregating Service and Charges

Item 1025 Services—Signature and Tally Record Service (STR)

Item 1030 Services—Constant Surveillance Service (CSS)

Item 1035 Services—Dual Driver Protective Service (DDPS)

Item 1040 Services—Dual Driver

Item 65 Equipment Furnished for Loading

Except as otherwise provided, where a carrier's individual tender rates apply on specific types of equipment, the carrier shall be responsible for furnishing it. If equipment other than that specified in the individual tender is provided to load a shipment, it shall be furnished at the carrier's own convenience and without any additional cost to the Government.

Item 70 Metric Conversion

The weights and measurements expressed in the STOS are being changed to indicate both metric and U.S. equivalent non-metric measurements.

Please see APPENDIX D in the GSA TOS No. 1-F for the Metric Conversion Table.

Item 75 Services Not Otherwise Specified

When a carrier performs services that are required for normal movement of freight shipments and such services are not identified in the GSA NATIONAL RULES TENDER No. 100-D (GSA No. 100-D), the charges for these services will be negotiated between the responsible agency office and the carrier.

Section 2—General Rules and Specific Pickup/Delivery Charges

Item 100 Arbitrary Applicable on Import or Export Traffic Picked Up at or Delivered to Steamship Wharves or Docks. (Subject to Notes 1 and 2. Also, See Note 3)

Shipments having a prior or subsequent movement by water, to or from a foreign country picked up at or delivered to docks or piers at ports named in Note 3 below, shall be subject to an additional charge of 45 cents per 45.36 kilograms (per 100 pounds), with a minimum charge of \$5.00 per shipment, computed on the actual weight picked up or delivered. Such charge will be in addition to all other rates or charges applicable to the shipment.

Note 1: This ITEM does not apply on shipments moving in steamship cargo containers, 6.10 meters (20 feet) or over in length.

Note 2: Applicable also at warehouses, container yards or container freight stations when such warehouses, container yards or container freight stations are located on port property on or immediately adjacent to the dock at which transfer from ocean carrier is made.

Note 3: Alameda, CA,
Bellingham, WA,
Compton, CA,
E. San Pedro, CA,
Redwood City, CA,
Richmond, CA,
Sacramento, CA,
San Diego, CA,
Everett, WA,
Long Beach, CA,
Los Angeles, CA,
Los Angeles Harbor, CA,
Longview, WA,
Martinez, CA,
Norfolk, VA,
Oakland, CA,
Olympia, WA,
Port Hueneme, CA,
Portland, OR,
San Francisco, CA,
San Pedro, CA,
Seattle, WA,
Tacoma, WA,
Terminal Island, CA,
Vancouver, BC,
West Sacramento, CA,
Wilmington, CA,

Item 125 Arrival Notice and Undelivered Freight. (Subject to Note 1)

Arrival Notice:

(1) The actual tender of delivery at the consignee's place constitutes the notice of the arrival of a shipment except that for shipments consigned to private residences, as defined in ITEM 850 PICKUP OR DELIVERY SERVICE herein, all notice of arrival shall be given in the manner described in paragraph (2) of this ITEM, unless prior

delivery arrangements have been noted by the consignor on the bill of lading.

(2) If the shipment is not actually tendered for delivery, notice of arrival will be given at shipment destination to the consignee not later than the next business day following the arrival of the shipment; and:

(a) The notice will be given by telephone or FAX, if convenient and practicable; otherwise by mail or telegraph. The notice, however transmitted, will specify the bill of lading number, point of origin, consignor, commodity(s) and the weight of shipment.

(b) If the consignee's address is unknown to the carrier, the notice will be mailed to the consignee at the post office serving the point of destination shown on the bill of lading.

(c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 7:00 a.m. on the first business day after it was mailed.

Undelivered Freight:

(1) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to promptly notify the shipping activity that the freight is in storage, and the reason therefor.

For GSA controlled shipments, the carrier shall notify the consignor or the GSA National Customer Service Center (6FR) (NCSC), 1500 East Bannister Road, Kansas City, MO 64131-3088 (1-800-488-3111) (FAX 816-926-6952). After proper notification is given, the carrier will request additional handling or forwarding instructions from either the consignee or the consignor, and for GSA shipments, the NCSC.

(2) Undelivered shipments will be subject to applicable storage (see ITEM 1100 STORAGE herein) or detention charges (see ITEM 325 DETENTION—VEHICLES WITH POWER UNITS and ITEM 350 DETENTION—VEHICLES WITHOUT POWER UNITS herein).

(3) On undelivered shipments, disposition instructions issued prior to tender of delivery, will not be accepted as authority to reship or return a shipment or to limit storage liability.

Note 1: When notice of arrival or a notice of undelivered freight is transmitted by telegram, the charges of the telegram will be assessed against the shipment in addition to all other applicable charges.

Item 130 Bill of Lading—Commercial

Carrier will furnish commercial bill of lading sets required by the Government

without any additional charge. The bill of lading sets can consist of any number of copies.

Item 150 Bill of Lading—Corrected (Subject to Note 1)

(1) Corrected bills of lading, or other written instructions from the consignor to change the freight charge collection status from "COLLECT" to "PREPAID", may be accepted only if received by the origin carrier within a period of 30 days from the date of the initial bill of lading.

(2) Corrected bills of lading or other written instructions to change the freight collection status from "PREPAID" to "COLLECT" will not be accepted once the shipment has been delivered.

(3) A corrected bill of lading or other written instructions to change the original transportation contract from "PREPAID" to "COLLECT" will not be accepted if Section 7 (non-recourse clause) of the corrected bill of lading has been signed by the consignor.

Note 1: Not applicable to GBLs or to a commercial bill of lading converted to a GBL.

Item 175 Bulk Freight

The rates, rules and other provisions of this tender or in tenders made subject to this tender, do not apply on shipments in bulk, in tank, bin, or hopper type equipment.

Item 180 Circuitous Routings of Hazardous Material Shipments (Subject to Notes 1 and 2.)

If a carrier is required by Federal, State, local, municipal, or other regulatory bodies governing the transportation of hazardous materials shipments to travel a route of greater distance than the shortline distance computed under the governing mileage guide, the greater distance shall apply.

Note 1: Applies only when the bill of lading is annotated with appropriate hazardous material placard requirements.

Note 2: The actual route of movement and mileage computation for each highway traveled must be documented and submitted with the Public Voucher SF 1113 for payment.

Item 200 Chassis—Obtaining of (Subject to Notes 1 and 2)

When it becomes necessary for the carrier to obtain a chassis for the movement of a container at a location site other than at the place where the container is located, a charge of \$58.65 will be assessed for each chassis obtained. This charge will be in addition to all other applicable charges incidental to the movement of containers.

The provisions of this ITEM do not obligate the carrier to obtain a chassis.

Note 1: The term "CHASSIS" as used in this ITEM means the underframe work or undercarriage with mounted wheels or dollies used in the transportation of containers.

Note 2: The term "CONTAINER" as used in this ITEM means an ocean container, of not less than 5.79 meters (19 feet) in length, which is designed for the movement of cargo by water carrier.

Item 225 Rates From or to Points in Alaska, Hawaii, or Points Outside CONUS

Where there is no through tender rate applicable from or to points in Alaska, Hawaii, or points outside CONUS, the carrier's individual tender may be used to construct a combination of rates or charges from or to the point where the shipment either leaves or enters CONUS.

This ITEM supersedes the provisions contained in BLOCK 19, of the OPTIONAL FORM 280, UNIFORM TENDER OF RATES AND/OR CHARGES FOR TRANSPORTATION SERVICES.

Item 250 Customs or in Bond Freight (See Note 1)

(1) Shipments moving under United States Customs Bond for US Customs Clearance at a point in the United States or delivery by carrier are required to be made under U.S. Customs supervision. Such shipments will be assessed a charge of 77 cents per 45.36 kilograms (per 100 pounds) subject to a minimum charge of \$46.92 and a maximum charge of \$103.19 per shipment or per vehicle, if more than one vehicle is required to transport the shipment (Subject to Note 1.) Such charges shall be in addition to all other applicable charges.

(2) Line-haul charges on shipments requiring U.S. Customs Clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs Clearance, plus the rates and charges applicable from the point of U.S. Customs Clearance to the final destination except no beyond line-haul charges will apply when the final destination is located within the commercial zone of the point of U.S. Customs Clearance and is subject to the same line-haul rate as the point of U.S. Customs Clearance.

(3) Freight moving in bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond.

(4) Shipments while moving under United States Customs Bond will not be accorded stopping in transit or split pickup or split delivery privileges.

(5) Shipments waiting U.S. Customs Clearance will be subject to the applicable detention charges (see ITEM 325 DETENTION—VEHICLES WITH POWER UNITS and ITEM 350 DETENTION—VEHICLES WITHOUT POWER UNITS herein) or storage charges (see ITEM 1100 STORAGE herein). Detention charges, if any, will be assessed against the party responsible for line-haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under United States Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.

(6) Each Immediate Transportation Permit issued for movement of an in bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to truckload shipments moving in bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.

(7) When necessary for carriers to purchase and apply "HIGH SECURITY

RED IN-BOND SEALS" for shipments moving under United States Customs Bond, a charge of \$25.57 per seal will be assessed. The carrier will not be responsible for equipment or tools necessary for removal of the "HIGH SECURITY RED IN-BOND SEALS."

Note 1: On shipments of Alcoholic Liquors, the charges in paragraph (1) will not apply when consigned to a U.S. Customs Bonded Warehouse and carrier is not requested to clear shipment through U.S. Customs. The following certification must be shown on the bill of lading:

"THIS IS TO CERTIFY THAT CARRIER IS NOT REQUIRED TO CLEAR SHIPMENT THROUGH U.S. CUSTOMS WHILE IN HIS POSSESSION."

Item 300 Delivery of Freight Bill Prior to Delivery of Shipment

(1) When consignor or consignee requests delivery of the freight bill(s) prior to delivery of the shipment, a charge of \$50.00 per delivery equipment will be assessed the party requesting the service. The charge will not apply when ITEM 40 PRELODGING herein is requested or required by the shipper or the consignee.

(2) Invoices submitted for this charge will be cross referenced as to the bill of lading number(s) (Government Bill of Lading [GBL] or commercial bill of lading [CBL]), carrier's pro number(s), permit number(s), manifest number(s), delivery equipment number(s), and the date the service was provided.

ITEM 325 Detention—Vehicles With Power Units

(1) Except as otherwise provided herein, when, due to no disability, fault or negligence on the part of the carrier, the loading or unloading of freight at or on the premises of consignor or consignee, or at a place designated by consignor or consignee for the receipt or delivery of freight is delayed, the following rules shall govern:

A. If the loading or unloading of freight is delayed beyond the free time during normal business hours described in ITEM 30 DEFINITION OF TERMS herein, the charge shown in sub paragraph 1 below per vehicle for each 15 minutes or fraction thereof, will be made for the time consumed for such delay: 1. \$10.25

B. Free time for loading or unloading of freight will be allowed as follows:

Weight in kilograms (pounds) per vehicle	Free time in minutes per vehicle
0 to 4,535.55 kilograms (9,999 pounds)	120
4,536 kilograms (10,000 pounds) but less than 9,072 kilograms (20,000 pounds)	180
9,072 kilograms (20,000 pounds) but less than 12,700.8 kilograms (28,000 pounds)	240
12,700.8 kilograms (28,000 pounds) but less than 16,329.6 kilograms (36,000 pounds)	300
16,329.6 kilograms (36,000 pounds) but less than 19,958.4 kilograms (44,000 pounds)	360
19,958.4 kilograms (44,000 pounds) or more	420

C. Time consumed in loading or unloading freight shall be computed from time of arrival until departure of the vehicle, including waiting time reaching or leaving loading or unloading location. In computing free time, actual weight loaded on or unloaded from vehicle and not billed weight shall govern the computation of free time.

D. The consignor or consignee will stamp or mark the delivery receipt with time of arrival and departure, or provide a certified statement verifying this time for computation of charges and presentation by the carrier for payment.

E. Time consumed by detention of carrier's vehicle beyond the free time on the premises of consignor or consignee between 5:00 p.m. and 7 a.m. Monday through Friday, except legal holidays stated in ITEM 30 DEFINITION OF TERMS herein, will be charged for at the rate shown in sub paragraph 1 below per vehicle for each 15 minutes of delay or fraction thereof: 1. \$17.49

F. Detention charges applicable for Saturdays, Sundays and legal holidays, stated in Item 30 Definition of Terms herein, will be computed at the rate shown in sub paragraph 1 below per vehicle for each 15 minutes of delay or fraction thereof after the first 15 minutes: 1. \$16.18

G. In the case of multiple shipments received from one shipper or delivered to one consignee at one time in one vehicle, free time will be computed on the aggregated weight of the multiple shipments received or delivered. Where either a single shipment or such multiple shipments exceed the capacity of one vehicle, free time for each vehicle will be computed separately.

H. Detention time shall be certified and paid by the activity where the detention occurs.

Item 350 Detention—Vehicles Without Power Units. (Subject to Notes 1 and 2)

DETENTION—VEHICLES WITHOUT POWER UNITS—SPOTTING OR DROPPING TRAILERS—(See Notes 1 and 2 below.)

This ITEM applies when the carrier's vehicles without power units are delayed or detained on the premises of the consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

Note 1: This ITEM will not apply whenever a mutual agreement has been made between the carrier and shipper whereby empty vehicles are spotted at shippers' facilities for the purpose of maintaining "TRAILER POOLS."

Note 2: For the purposes of this ITEM the terms "SPOTTING" and "DROPPING" are considered to be synonymous and are used interchangeably, and is defined as follows:

"SPOTTING" means the placing of a trailer at a specific site designated by

the consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee or other designated party unattended by carrier's employee and unaccompanied by power unit. The carrier will not move the trailer until such time as it has received notification pursuant to paragraph [1] below that the trailer is ready for pickup at any site on premises.

The consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. The movement of the trailer from the consignor's premises to the specific site for spotting shall be the obligation of the carrier, and free time shall accrue as provided in paragraph [1] below.

Except as otherwise provided herein, when, due to no disability, fault or negligence on the part of the carrier, the loading or unloading of freight at or on the premises of consignor or consignee, or at a place designated by consignor or consignee for the receipt or delivery of freight is delayed, the following rules shall govern:

[1] (A) Commencement of Spotting and Free Time:

(1) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.

For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by the consignee, or other party designated by the consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by the consignor.

(2) When any portion of the 24-hour free time extends into a Saturday, Sunday, or legal holiday (as stated in Item 30 Definition of Terms herein), the computation of time for such portion shall resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, or legal holiday.

(3) Free time shall not begin on a Saturday, Sunday, or legal holiday (as stated in ITEM 30 DEFINITION OF TERMS herein), but at 7 a.m. on the next day which is neither a Saturday, Sunday, or legal holiday.

(4) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall

not begin until free time for unloading has elapsed.

[1] (B) Termination of Spotting and Notification:

(1) The consignor, consignee, or other party designated by them shall notify the carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by the consignor, consignee, or other party designated by them at their own expense, to the carrier or other party designated by the carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.

(2) When a spotted trailer is changed to a vehicle with power at the request of the consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:

(i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for the vehicles with power will immediately commence with no further free time allowed.

(ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

[1] (C) Prearranged Scheduling:

(1) Subject to the provisions of Item 375 Prearranged Scheduling of Vehicle Arrival for Loading or Unloading herein, and upon reasonable request of the consignor, consignee, or others designated by them, the carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.

(2) If the carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.

(3) If the carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences whichever is earlier.

[2] (A) General Detention Charges:

After the expiration of free time as provided in paragraph [1] of this ITEM, charges for detaining a trailer will be assessed as follows:

Charges

(1) For each of the first and second 24-hour periods or fractions thereof (Saturdays, Sundays, and holidays excepted) \$27.00

(2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted) \$37.00

(3) For the fifth and each succeeding 24-hour period or fraction thereof (Saturday, Sundays, and holidays included) \$53.00

[2] (B) Delay in Trailer Pickup Charge: Additional charges will not be allowed for picking up trailers spotted under this ITEM when such pickup can be performed within 120 minutes after arrival of the driver and power unit at the premises of the consignor, consignee, or other party designated by them. When a delay of more than 120 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in ITEM 325 DETENTION—VEHICLES WITH POWER UNITS herein.

[2] (C) Strike Interference Charge:

When, because of a strike of its employees, it is impossible for the consignor, consignee, or other party designated by them to make available for movement by the carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$26.00 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.

[2] (D) Detention Time Shall Be Certified and Paid By the Activity Where the Detention Occurs.

Item 375 Prearranged Scheduling of Vehicle Arrival for Loading or Unloading. (Subject to Notes 1, 2, and 3)

Upon reasonable request of the consignor, consignee or others designated by them and subject to the provisions contained herein, carriers will, without additional charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments.

Note 1: Request for prearranged scheduling may be oral or in writing.

Note 2: Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be

terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.

Note 3: The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in ITEM 1100 STORAGE herein.

Item 400 Diversion—Motor to Air Transportation.

When any carrier receives instructions to divert a shipment at any point from motor to air transportation, the following provisions apply:

(1) The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point to the diversion point and the air transportation charges from the diversion point to the destination point.

(2) A charge of \$21.08 per hour, or fraction thereof, per man, subject to a minimum charge of \$31.75 will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion.

(3) A charge of \$4.85 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$31.75 will be made for delivery service to the air transportation terminal.

Item 425 Hydraulic Lift Gate Service

Where the carrier is required or requested to employ hydraulic lifting or lowering devices to accomplish pickup or delivery of the goods to or from carrier's equipment, an additional charge of \$1.37 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$40.92 or a maximum charge of \$102.10 will be assessed upon the actual weight of the shipment or shipments for which such service is rendered, at one time.

The carrier is not obligated to perform such service when suitable equipment with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the equipment.

Item 450 Fork Lift Service. (Subject to Note 1)

On shipments that require a fork-lift service and the consignor or the consignee does not furnish this service, the carrier will endeavor to arrange for such fork-lift service and will charge \$31.18 per half hour or fraction thereof, for each fork-lift used. Such fork-lift service shall be subject to a minimum charge of \$44.56 per shipment.

When fork-lift service is used on import or export traffic at wharves or docks, the provisions of this item shall apply regardless of the weight or size of the articles.

Note 1: Charges shall be computed from the start of the actual use of fork-lift equipment in loading or unloading the shipment, as the case may be, and to run until the actual use of the fork-lift is terminated.

Item 475 Exclusive Use and Control of Vehicle. (Subject to Notes 1 and 2)

Section 1: Control of Vehicle

Except as provided in SECTION 2 EXCLUSIVE USE OF VEHICLE of this ITEM, a shipment will not be entitled to the exclusive use of the vehicle in which it is to be transported. The carrier has control of the vehicle or doubles trailer with the unrestricted right to:

(1) Select the vehicle for the transportation of a shipment.

(2) Transfer the shipment to another vehicle.

(3) Load other freight on the same vehicle.

(4) Remove locks and seals applied to the vehicle.

Section 2: Exclusive Use of Vehicle

When the exclusive use of a vehicle is provided by the carrier at the request of consignor or consignee, the following provisions will apply:

(1) Charges will apply to each vehicle used to transport the shipment.

(2) The request must be given in writing and placed on the bill of lading and shipping order.

(3) When the bill of lading contains a notation that prohibits the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.

(4) The vehicle will be devoted exclusively to the transportation of the shipment without the breaking of locks or seals, except as provided in paragraph (5) of this ITEM.

(5) In the event a lock or seal has been removed from a vehicle, the carrier will immediately notify the consignee and consignor and re-lock or re-seal the vehicle and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal.

(6) Where exclusive use of vehicle service is requested and provided, such service will be subject to a minimum charge for each vehicle used of either:

(a) 9,072 kilograms (20,000 pounds) at the highest rate derived from the carrier's applicable tender;

(b) Where charges are computed on the basis of cents-per-1.6093 kilometers (cents-per-mile) per vehicle used, by adding 30 cents-per-1.6093 kilometers (cents-per-mile) to the individual distance tender rate (excludes a per vehicle minimum charge);

(c) Where a carrier's individual tender is predicated on a charge or minimum charge per vehicle used, at the charge named therein;

(d) When a doubles trailer(s) is furnished by the carrier for loading a shipment, except as otherwise provided, the charge will be 60 percent of the applicable vehicle rate or charge as determined in paragraph 6 (a), (b), or (c) above of this ITEM, for the doubles trailer furnished (not subject to Item 50 Doubles Trailer Furnished for Loading herein);

Two (2) doubles trailers will be considered as one vehicle, as defined in ITEM 30 DEFINITION OF TERMS herein, and the minimum charge as determined in paragraph 6 (a), (b), or (c) above of this ITEM, shall apply to each set of (two [2]) doubles trailers furnished for loading the shipment;

(e) When a shipper specifically requests the pickup carrier to furnish one (1) or more doubles trailers and the bill of lading is so annotated, the charge for that doubles trailer shall be that as provided in paragraph 6 (a), (b), or (c) above of this ITEM. For the purposes of a shipper requested doubles trailer in this ITEM, the definition of a vehicle in Item 30 Definition of Terms (4) herein, will not apply; or

(f) When the exclusive use of a vehicle has been requested and provided by a carrier, in accordance with the requirements of this section, the applicable charges herein must be paid to the carrier.

(7) Charges are to be paid or guaranteed by the party requesting the service and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph is not applicable on shipments moving on GBL's or commercial bills of lading converted to a GBL.)

(8) When the request for exclusive use of vehicle is made by the consignor or consignee after shipment has been receipted for and is in possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle service over as much of the route as possible. The party making the request must guarantee all charges for the requested service and confirm the request in writing. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract. Charges will be assessed as provided in paragraph (6) of this ITEM between the point of origin and point of destination.

Note 1: The provisions of this ITEM will not apply in connection with Items 870 Pickups or Deliveries—Additional and Item 1075 Stopoffs—To Complete Loading or for Partial Unloading herein.

Note 2: Request for exclusive use does not entitle the consignor or consignee to require that only one doubles trailer be connected per power unit.

Item 480 Expedited Service

The notation “TP” (TRANSPORTATION PRIORITY), “RDD” (REQUIRED DELIVERY DATE), “DDD” (DESIRED DELIVERY DATE) or any other similar notation placed on the bill of lading will not in itself be construed as a request for expedited service. These notations, even when shown with a specific date, are for administrative purposes only and shall not be considered a request for expedited service. (For applicability see Item 60 Specialized Services herein.)

When requested by the consignor or consignee, carriers shall provide expedited service, subject to the following:

- 1. Expedited service is the immediate dispatch of a shipment in continuous line-haul service within legal parameters, to meet a particular delivery schedule of the consignor or consignee.
- 2. The bill of lading must be annotated: “EXPEDITED SERVICE REQUESTED.”
- 3. The charge for expedited service will be 35 cents-per 1.6093 kilometers (cents-per-mile). When an extra driver is requested, additional charges under Item 1040 Services—Dual Driver

Service herein will apply. The minimum charge for Expedited Service provided in this ITEM will be \$50.00. Additional charges under Item 1040 Services—Dual Driver Service herein will apply.

Item 500 Export or Import Shipment Requirements at the U.S.-Canadian Border. (See Note 1)

Shipments must be accompanied by all papers necessary to comply with the requirements of governmental authorities.

Shipper must furnish all invoices, documentary evidence and declarations including duties, fees and other charges which may be imposed or assessed against the property transported. Carrier will in no way be responsible for delays to the goods transported, nor for goods held by any government for any reason whatsoever. Where all necessary requirements of such authorities are not complied with, and, through no fault of the carrier, expenses are incurred for telephone, telegraph, storage, handling, transfer or other expenses incident to failure to comply with such requirements, such expenses may be advanced by the carrier, and shall become a charge to the goods, and delivery will not be made until such charges are paid or guaranteed by shipper or consignee.

When shipments must be held by the carrier pending compliance of custom’s regulations by the shipper or his representative, a charge will be made for the service required on the part of the carrier, as follows:

UNLOADING, HANDLING, AND LOADING:

76 cents per 45.36 kilograms (per 100 pounds) with a minimum charge of \$4.50.

STORAGE:

57 cents per 45.36 kilograms (per 100 pounds) per day subject to a minimum charge of \$3.04 per shipment per calendar day, but in no case less than \$10.72 per shipment. Fractions of a day will be considered as one day.

In computing storage charges, time will begin 48 hours after the first 5:00 p.m. on the day rejection of entry is received by the carrier from the custom’s broker. (See Note 1.)

Note 1: For the purpose of this rule, the custom’s broker will be deemed to be the agent of the shipper or the consignee.

Item 525 Extra Labor—Loading or Unloading. (See Notes 1 and 2)

When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge therefor will be as follows:

Days-hours	Per man per hour or fraction thereof	Minimum charge per man
During normal business hours as defined in Item 30 Definition of Terms herein:	\$34.07	\$34.07
After normal business hours as defined in Item 30 herein:	51.24	51.24
Saturdays, Sundays and legal holidays:	59.16	280.86

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor (Subject to Note 1) if the extra labor is used for loading and against the consignee (Subject to Note 2) if the extra labor is used for unloading.

Extra labor will not be furnished unless requested by consignor or consignee.

Carrier’s records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:

- (1) Name and address of consignor and consignee at whose place of business freight is loaded or unloaded.
- (2) Identification of the equipment tendered for loading or unloading.

(3) Number of extra men used and the number of hours which such men were used.

The provisions of this ITEM do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

Note 1: Consignor, as used in this ITEM, means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether he be the original consignor, or warehouseman or connecting air, motor, rail, or water carrier with whom the carrier does not maintain joint through rates or other person to whom the bill of lading is issued.

Note 2: Consignee, as used in this ITEM, means the party to whom the carrier is required, by the bill of lading or other instructions, to deliver the shipment or any part thereof, at destination or any stop-off points, whether he be the ultimate consignee or warehouseman or connecting air, motor, rail, or water carrier with whom the carrier

does not maintain joint through rates or other person designated on the bill of lading.

Item 550 Handling Freight at Positions Not Immediately Adjacent to Vehicle

When requested on the bill of lading, and carrier’s operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 850 Pickup or Delivery Service herein.

Service under this ITEM will be provided to floors above or below the level accessible to carrier’s vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier.

Service provided under this ITEM will be assessed a charge of \$2.93 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$23.90

per shipment and a maximum charge of \$367.61 per shipment or \$367.61 per vehicle, if more than one vehicle is used to transport the shipment. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

The charges provided in this ITEM will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charges for shipment moving on GBLs or a commercial bill of lading to be

converted to a GBL, will be collected from the U.S. Government.

Item 575 Impracticable Operations

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- (1) The condition of roads, streets, driveways, alleys or approaches thereto.
- (2) Inadequate loading or unloading facilities.
- (3) Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger or persons or property.

Item 600 Loading or Unloading—Waterborne Traffic—Port of Baltimore, MD. (See Notes 1, 2, and 3)

Except as otherwise provided, rates and charges in tenders governed by this tender applying from or to the Port of Baltimore on waterborne traffic do not include loading or unloading of the motor carrier equipment or other services normally incidental to the handling of waterborne traffic.

Waterborne traffic will be subject to the following charges, which include loading or unloading charges of longshoremen and stevedores, and will be in addition to all other charges applicable to the shipment, and will include services normally incidental to the handling of waterborne traffic:

Place	Charge per 45.36 kilograms (per 100 pounds)
Maryland Port Administration at:	
Dundalk Marine Terminal	194 cents (Subject of Note 1).
Locust Point Marine Terminal	97 cents (Subject to Note 2).
Terminal Shipping Corporation, Pier-1, Clinton Street	75 cents (Subject of Note 3).
Sea-Land Service at Seagirt Terminal, Pier 15	199 cents (Subject of Note 1).
	97 cents (Subject to Note 2).
Western Maryland Railway Company Port Covington Marine Terminal	98 cents (Subject of Note 1).
	97 cents (Subject of Note 2).
	75 cents (Subject of Note 3).
Points and Places Not Shown Above	207 cents (Subject to Note 1).
	97 cents (Subject to Note 2).
	75 cents (Subject of Note 3).
All Points and Places Above Will Be Subject to a Minimum Charge per Shipment of	\$49.87 (Subject of Note 1).
	\$49.87 (Subject of Note 2).
	\$32.29 (Subject to Note 3).

Shipments consigned to one consignee at one port may, upon arrival or prior to arrival at carrier's terminal serving the port, be divided into separate shipments for delivery to piers, docks, pier terminals, transit sheds, or wharves. Such shipments shall be assessed charges based on a combination of charges applicable to and from the port city involved.

The revised billing shall be sent to and be paid by the party requesting this service. This service will not be given if delivery has been made according to original billing.

Charges named herein will not apply when shipment(s) is delivered in equipment without transfer of the lading to ocean carrier. The receipt of the equipment by the ocean carriers shall terminate the motor carrier's delivery service and liability. Charges named herein will not apply when shipment(s) is received in equipment without transfer of the lading from the ocean carriers. The receipt of the equipment by the motor carrier shall constitute the beginning of the motor carrier's service and liability.

All charges in this ITEM applying on export shipments must be prepaid. (Not applicable to GBL or a commercial bill of lading converted to a GBL shipment.)

When the consignor or consignee or its representative or agent makes arrangements directly with the terminal operator of the piers, docks, pier terminals, transit sheds, or wharves for payment of the pier charges of said operators, the charges in this ITEM will not apply. The following notation must appear:

“ARRANGEMENT MADE WITH PIER OPERATOR TO BILL SHIPPER OR CONSIGNEE DIRECTLY FOR PIER LOADING OR UNLOADING CHARGES.”

When freight cannot be loaded or unloaded by the terminal operator by means of this labor or fork-lift or hi-lo equipment, but requires “RIGGING OR SPECIAL EQUIPMENT”, the carrier will advance the charges of the terminal operator necessary to effectuate loading or unloading of the carrier's equipment. All charges so advanced shall be in addition to those named herein and

shall be collected from the shipper or consignee, its agent or representative.

“RIGGING OR SPECIAL EQUIPMENT”, consists of mechanical handling devices, winches, cranes, jacks, blocks and falls, chain falls, or other special equipment commonly used in the hoisting, handling or placing the freight in position. “RIGGING OR SPECIAL EQUIPMENT”, does not include hand trucks, fork-lifts, or hi-lo equipment.

Note 1: Equipment Loading or Unloading (Full Service): Equipment loading or unloading shall mean the service of moving cargo from a place of rest on the pier, elevating the cargo on the equipment and stowing of the cargo in the equipment or removing cargo from the body of the equipment to a place of rest designated by the Terminal, but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the carrier or the consignee. The service shall include loading on consignee's pallets. The loading and stowing of cargo in the equipment or the unloading of cargo from the equipment shall be under the supervision of the driver of the equipment.

Note 2: Partial Equipment Loading or Unloading (Tailgate Service): Partial

equipment loading or unloading, commonly called tailgate service, shall mean the service which is performed when packaged cargo other than pre-palletized or skidded cargo can be loaded onto or unloaded from the tailgate of the equipment by use of an operator and a machine. If additional labor is required for this operation, the full service loading or unloading charge, as provided for in Note 1 above, will be applicable. This provision shall not be construed as compelling the Terminal to provide pallets.

Note 3: Pre-Palletized or Skidded Cargo Loading or Unloading: Pre-palletized or skidded cargo is cargo which is pre-palletized or skidded to the satisfaction of the Terminal Operator and which is situated on the pier or on the equipment so that it can be loaded into equipment or unloaded from the equipment by the insertion of the Terminal's fork-lift blades under the pallet, or skid without any necessity of shifting the cargo prior to such insertion. If the cargo is not so situated, the full service loading or unloading charges, as provided for in Note 1 above, will be applicable.

Item 625 Marking or Tagging Freight—Changing Marking or Tags

At the request of the shipper or consignee, a carrier will change or alter, according to instructions, the marking or tags on any packages or pieces of freight subject to a charge of \$1.38 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of \$23.14 per shipment.

All charges accruing under the provisions of this ITEM must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed. Charges for shipment moving on GBLs or a commercial bill of lading converted to a GBL will be collected from the U.S. Government.

Item 650 Maximum Charges

Section 1

Except as otherwise provided herein, the charge for any shipment from and to the same points, via the same route of movement shall not be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight.

Section 2

Where the carrier's individual tender provides rates or charges based on cents-per-1.6093 kilometers (cents-per-mile) per vehicle used, charge per vehicle used or cents per 45.36 kilograms (cents per hundred weight [cwt]) rates in the same or in separate individual tenders, charges shall be the lowest that can be computed, either by

use of the applicable cents per 45.36 kilograms (cents per hundred weight [cwt]) rate at the actual weight or minimum weight or by use of the cents-per-1.6093 kilometers (cents-per-mile) per vehicle used rate, or the charge per vehicle used.

Item 675 Single Shipment Charge

(1) A single shipment of less than 226.8 kilograms (500 pounds) picked up at one time and place unaccompanied by any other shipment of any description from the same pickup site will be subject to a charge of \$8.50 per shipment in addition to all other lawfully applicable charges. The carrier's driver will write or stamp:

"SINGLE SHIPMENT", "S/S", "SINGLE SHPT.", "SS", "ONLY SHIPMENT", or "ONE SHIPMENT", on all bill of lading copies when such shipments are tendered.

(2) If a lower total charge results from rating the shipment as 226.8 kilograms (500 pounds), the provisions of paragraph (1), above, will not apply.

Item 700 Minimum Charge—Capacity Loads. (Subject to Notes 1 and 2.)

(1) When any shipment is tendered to the carrier and occupies the full visible capacity of *one vehicle*, as defined in ITEM 30 DEFINITION OF TERMS (4) herein, the minimum charge for that quantity of freight loaded in or on each vehicle shall be either:

(a) Where rates are offered on a cents per 45.36 kilograms (cents per hundred weight) basis, the highest minimum weight and corresponding rate thereto, but not less than 9,072 kilograms (20,000 pounds) at the lowest rate derived from the carrier's applicable tender; or

(b) Where the carrier's individual tender is based on a cents-per-1.6093 kilometers (cents-per-mile) per vehicle used rate, a charge or minimum charge per vehicle used, at the rate or charge named therein.

(2) When a shipment is tendered which cannot be loaded in or on *one vehicle*, the following will apply:

(a) Each vehicle loaded to capacity will be subject to the minimum charge as provided in paragraph (1) of this ITEM herein.

(b) When the minimum charge in paragraph (1) of this ITEM herein is applicable to any vehicle in the tender, the charge for that portion of the shipment loaded into or on the last vehicle (not loaded to capacity) will be rated as a separate shipment.

(c) Where the otherwise applicable charge exceeds the minimum charge as provided in paragraph (1) of this ITEM herein, on each vehicle loaded to

capacity, the actual weight loaded into or on the last vehicle (not loaded to capacity) will be charged for on the basis of the same rate applying to the capacity loaded vehicle(s).

(3) When the carrier furnishes one (1) or more doubles trailer:

(a) *That is requested by the shipper and the Bill of Lading is so annotated:*

(i) The minimum charge for each doubles trailer loaded to capacity shall be determined as provided in paragraph 1 (a) or (b) of this ITEM herein.

(ii) The charge for any portion of a shipment that does not fill the last doubles trailer to capacity will be rated as a separate shipment.

(iii) For the purposes of a shipper requested doubles trailers in paragraph (3)(a) of this ITEM, the definition of a vehicle in Item 30 Definition of Terms (4) herein will not apply.

(b) *That is not requested by the shipper and the Bill of Lading is not so annotated:*

(i) One (1) doubles trailer:

(A) The minimum charge for each doubles trailer, except as otherwise provided, that is loaded to capacity, shall be 60 percent of the applicable rate or charge as determined in paragraph (1) (a) or (b) of this ITEM herein.

(B) For the purposes of a doubles trailer in paragraph (3)(b)(i) of this ITEM, the definition of a doubles trailer in Item 30 Definition of Terms (5) herein, will apply.

(C) This ITEM subpart (3)(b)(i), will not be subject to Item 50 Doubles Trailer Furnished for Loading herein.

(ii) Two (2) doubles trailers:

(A) For the purposes of paragraph (3)(b)(ii) of this ITEM, two (2) doubles trailers will be considered as one vehicle, as defined in Item 30 Definition of Terms (4) herein.

(B) The minimum charge for two (2) doubles trailers that are furnished and loaded to capacity will be the minimum charge as determined in paragraph 1 (a) or (b) of this ITEM herein, and shall apply to each set of (two [2]) doubles trailers furnished for loading the shipment.

(C) The portion of a shipment that does not fill the last doubles trailer to capacity shall be rated or charged for as a separate shipment and will be subject to Item 50 Doubles Trailer Furnished for Loading herein.

Note 1: The terms: "OCCUPIES THE FULL VISIBLE CAPACITY", "LOADED TO CAPACITY", or "CAPACITY LOAD", refers to the extent each vehicle or doubles trailer is loaded and means:

(a) That quantity of freight which, in the manner loaded so fills a vehicle that no additional articles in the shipping form tendered identical in size to the largest article

in the shipment can be loaded in or on the vehicle; or

(b) That maximum quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of State or regulatory bodies.

Note 2: The bills of lading, freight bills or other papers accompanying the shipment shall indicate the number of vehicles loaded to capacity, used by the carrier to transport the shipment, and shall also indicate if any additional vehicles carrying less than capacity load was furnished. In the event an additional vehicle carrying less than a capacity load is furnished, the weight of the portion of the shipment loaded into such vehicle shall also be shown.

Item 725 Notification Charge

Except as otherwise provided, when the bill of lading is specifically annotated that the delivering carrier is to notify the consignee or any other party 24 hours or more prior to delivery by any means whatsoever, the charge for this service will be \$10.00 dollars. Only one notification charge may be assessed on multiple shipments picked up on the same day from the same consignor, with the same bill of lading notification instructions, for delivery to the same consignee.

Item 775 Overdimension Freight

Shipments containing one or more articles which measure(s) in excess of

13.72 meters (45 feet) in length, 2.59 meters (8 feet 6 inches) in width, or 2.74 meters (9 feet) in height from the bed of the equipment, after loaded, shall be subject to a minimum weight of 13,608 kilograms (30,000 pounds) per vehicle used.

Distance for the determination of charges shall be the shortest distance from origin to destination via the route of movement over which the shipment is required to move.

Any shipment containing an article as described above shall be subject to the following additional charges:

Article size in meters (feet and inches)				Charge in cents-per-1.6093 kilometers (cents-per-mile)		
Over		Not over		Length	Width	Height (from trailerbed)
Meters	Feet and inches	Meters	Feet and inches			
2.59	(8'6")	2.74	(9'0")	.....	15	.....
2.74	(9'0")	3.05	(10'0")	.....	20	20
3.05	(10'0")	3.35	(11'0")	.....	30	30
3.35	(11'0")	3.66	(12'0")	.....	40	40
3.66	(12'0")	and over		.....	80	60
13.72	(45'0")	14.63	(48'0")	10	.....	.....
14.63	(48'0")	16.67	(55'0")	20	.....	.....
16.67	(55'0")	and over				

When the equipment contains more than one type of oversize cargo (overwidth, overheight, or overlength), the dimension providing the highest charge applicable thereto, shall apply, subject to a minimum charge of \$138.53 per vehicle.

Item 776 Overweight Freight

Any shipment containing an article that weighs in excess of 20,865.6 kilograms (46,000 pounds) and requires overweight permits will be subject to an additional charge of 30 cents-per-1.6093 kilometers (cents-per-mile).

Item 785 Packaging or Packing Provisions

Shipments will be packaged or packed and labeled in accordance with the National Motor Freight Classification and the Uniform Freight Classification as shown in Item 10 Governing Publications herein. All packaging or packing for hazardous materials shall be in compliance with the hazardous materials regulations contained in Title 49 of the Code of Federal Regulations, (49 CFR).

Item 800 Payment of Charges

All rates, charges, or other amounts are stated as U.S. currency and all rates, charges, or other amounts are payable in lawful money of the U.S.

Item 825 Permits, Special

Except as otherwise provided in this tender, the published rates or charges do not include tolls, fees, or charges levied by the Highway Department of States, cities or municipalities for special permits, flagman, bridge, ferry, highway, tunnel, escort service or other public charge of a like nature required because of a shipment of explosives or because of the unusual size, shape or weight of a shipment. All such charges shall be in addition to all other applicable charges plus a service charge of \$18.00 per permit for the securing of the special permits.

Item 850 Pickup or Delivery Service. (Subject to Note 5. Also, See Notes 1 through 4)

Except as otherwise provided, rates in tenders making reference to this tender include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment at one site by the carrier during normal business hours, as stated in Item 30 Definition of Terms herein, subject to the provisions indicated below:

(1) Placement of Equipment for Loading:

At the request of the consignor, the carrier will furnish and place equipment at the loading site designated by the

consignor to pick up a shipment, there, tendered for transportation.

(2) Placement of Equipment for Unloading:

The delivery of a shipment by the carrier to the place of delivery specified on the bill of lading will include the placing of equipment at the delivery site designated by the consignee.

(3) Loading by Carrier:

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the equipment or it shall be immediately adjacent to a parking space suitable for carrier to place its equipment for loading (See Note 1). Loading includes stowing and counting of the freight in or on the carrier's equipment. (See Item 550 Handling Freight at Positions Not Immediately Adjacent to Vehicle herein.)

The carrier will furnish only one man per equipment for loading, be he the driver, helper or any other carrier employee or its designated agent except as provided in Item 525 Extra Labor—Loading or Unloading herein.

(4) Unloading by Carrier:

Freight will be unloaded at the delivery site immediately adjacent to the delivery equipment (See Note 1). Unloading includes the counting and removal of the freight from the carrier's equipment. (See Item 550 Handling

Freight at Positions Not Immediately Adjacent to Vehicle herein.)

The carrier will furnish only one man per equipment for unloading, be he the driver, helper, or any other carrier employee or its designated agent except as provided in Item 525 Extra Labor—Loading or Unloading herein.

(5) Restrictions on Loading or Unloading by Carrier: (Subject to Note 2.)

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight *EXCEPT* as provided in paragraphs (a), (b), and (c) below:

(a) When a shipment is tendered to the carrier in lots according to size brand, flavor or other characteristics and is so identified on the bill of lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy, or similar device provided by the consignee for the receipt of freight within or adjacent to the equipment without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, carrier will continue to unload the vehicle subject to the following detention charges. A charge of 24 cents per package or 40 cents per 45.36 kilograms (per 100 pounds), whichever is greater, will be assessed for sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics *EXCEPT* as provided in paragraph (b). Such charges will be assessed against the person requesting or requiring this service and are in addition to applicable detention charges.

(b) No sorting or segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee.

(c) Loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform carts (other than two-wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense

and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

(6) Loading by Consignor or Unloading by Consignee:

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this ITEM by performing at his own expense the loading or unloading of the shipment on or from the carrier's equipment.

(7) More Than One Loading or Unloading Site or Relocation of Equipment:

Upon request of the consignor or consignee, pickup or delivery service as defined in this ITEM may be performed at more than one loading or unloading site within the continuous plant property or premises of the consignor or consignee requesting this service. An equipment transfer charge of \$17.20 will be assessed for each transfer of the equipment from one loading or unloading site to another.

(8) Heavy or Bulky Freight—Loading or Unloading: (Subject to Note 3.)

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment:

(a) Weighs 49.90 kilograms (110 pounds) or less: The carrier will perform the loading or unloading.

(b) Weighs more than 49.90 kilograms (110 pounds), but less than 226.8 kilograms (500 pounds):

(1) The carrier will perform the loading or unloading when the consignor or consignee provides a dock, platform or ramp directly accessible to the carrier's equipment. Not applicable when the freight exceeds 2.44 meters (8 feet) in its greatest dimension or exceeds 1.22 meters (4 feet) in each of its greatest and intermediate dimensions (see paragraph (b) (2) and (d)). Where the consignor or consignee does not provide a dock, platform or ramp, the truck driver, on request, will assist the consignor or consignee in loading or unloading.

(2) The carrier will perform the loading or unloading where the consignor or consignee provides a dock, platform or ramp directly accessible to the carrier's equipment if such freight: (1) exceeds 2.44 meters (8 feet) but does not exceed 6.71 meters (22 feet) in its greatest dimension and does not exceed 60.96 centimeters (2 feet) in its intermediate dimension; or (2) if it does not exceed 3.05 meters (10 feet) in its greatest dimension and does not exceed

1.52 meters (5 feet) in its intermediate dimension and does not exceed 30.48 centimeters (1 foot) in its least dimension. Where the consignor or consignee does not provide a dock, platform or ramp, the truck driver, on request, will assist the consignor or consignee in loading or unloading.

(c) Weighs 226.8 kilograms (500 pounds) or more:

The consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

(d) Exceeds 2.44 meters (8 feet) in its greatest dimension or exceeds 1.22 meters (4 feet) in each its greatest or intermediate dimension:

The consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in paragraph (b)(2) of this ITEM herein.

(9) Delivery at Private Residences: (Subject to Note 4.)

(a) Before attempting delivery to private residences, the carrier must reach agreement with the consignee or consignor regarding the date and time (approximate) of such delivery. This arrangement for delivery may be accomplished through a notation by the consignor on the bill of lading, or by oral or written arrangement between the carrier and the consignee. In any case, some mutually agreed upon arrangement for delivery must be made before tender of delivery is initially attempted.

(b) If the carrier complies with the conditions described in paragraph (a) above, and, through the fault of the consignee, the carrier is unable to tender delivery as scheduled, a charge of \$6.80 to cover the service described in paragraph (a) above, for the additional costs of renotification and arrangement for redelivery will be assessed. The requirements of paragraph (a), above, regarding prior arrangements for tender of delivery are similarly applicable when redelivery is necessary.

(c) Charges provided in paragraph (b), above, if accrued, will be in addition to all other lawful charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee, except charges on shipments moving on GBLs or commercial bills of lading converted to GBLs will be collected from the U.S. Government.

Note 1: Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place its equipment for loading or unloading if separated therefrom only by an intervening public sidewalk.

If a parking space suitable for the carrier to place its equipment for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.

When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier to place its equipment for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carrier.

When the shipper assigns to two or more carriers designated spaces in the shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practicable to a parking space suitable for the carrier to place its equipment for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

Note 2: The provisions of paragraph (5) of this ITEM will not allow for the opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets or skids.

Note 3: Loading by definition in paragraph (8) of this ITEM includes stowing and counting of the freight in or on the carrier's equipment. Unloading by definition in paragraph (8) of this ITEM includes the counting and removing of freight from the position in which it is transported in or on the carrier's equipment.

Note 4: The term "PRIVATE RESIDENCES", also includes apartments, churches, schools, camps and other such locations not generally recognized as commercial locations and shall apply to the entire premises, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of services, products or merchandise to the walk-in public during normal business hours.

Note 5: For other than normal business hours pickup or delivery service, see Item 860 Pickup or Delivery Service—Sundays or Holidays and Item 865 Pickup or

Delivery Service—Saturday or After 5 P.M. on Normal Business Days herein.

Item 855 Pickup or Delivery Service—at Private Residences. (Subject to Note 2. Also, See Note 1.)

(1) Except as provided in paragraph (2) below of this ITEM, shipments picked up at or delivered to private residences (See Note 1) or camps (other than Military) will be assessed a charge of \$2.94 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$23.48 per shipment and a maximum charge of \$129.15 per shipment or \$129.15 per vehicle if more than one vehicle is used to transport the shipment (Subject to Note 2).

(2) Shipments consisting wholly or in part of new or used household goods as defined in 49 CFR part 375 picked up at or delivered to private residences (See Note 1) or camps (other than Military) will be assessed a charge of \$2.94 per 45.36 kilograms (per 100 pounds), subject to a minimum charge per shipment as follows:

Weight of shipment in kilograms (pounds)	Minimum charge (per shipment)
Less than 22.68 kilograms (50 pounds)	\$29.35
22.68 kilograms (50 pounds) through 44.91 kilograms (99 pounds)	39.92
45.36 kilograms (100 pounds) through 90.27 kilograms (199 pounds)	45.79
90.72 kilograms (200 pounds) through 135.63 kilograms (299 pounds)	52.84
136.08 kilograms (300 pounds) through 180.99 kilograms (399 pounds)	57.54
181.44 kilograms (400 pounds) through 226.35 kilograms (499 pounds)	62.22
226.8 kilograms (500 pounds) and over	66.92

(3) Service under this ITEM will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available, and labor when necessary to operate same is provided without cost to the carrier.

(4) The charges provided in this ITEM apply separately for pickup and separately for delivery and are in addition to all other lawful charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party whose location requires such service, except such charges for shipments moving on GBLs or a commercial bill of lading converted to a GBL will be collected from the U.S. Government.

Note 1: The term "PRIVATE RESIDENCE", shall apply to the entire premises on which a dwelling for living is located, except will not apply to the portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.

Note 2: If more than one shipment is picked up at one time and place at a private

residence or camp (other than Military), the minimum and maximum charges published in this ITEM shall apply per pickup rather than per shipment as presently indicated.

Item 860 Pickup or Delivery Service—Sundays or Holidays

(1) When consignor or consignee requests carrier to pickup or deliver freight on Sundays or holidays, such service will be subject to a charge of \$39.64 per man hour, or fraction thereof, subject to a minimum charge \$237.84 per man per day. Such charge shall be in addition to all other applicable charges.

(2) Time shall be computed upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.

(3) Consignor or consignee may request carrier to place or pickup an empty vehicle(s) (vehicles without

power units) on Sundays or holidays even though the actual pickup or delivery of freight may occur on a day other than Sunday or holidays. The charge for this service will be \$150.00 per vehicle subject to a maximum of \$397.12 per man day or fraction thereof.

(4) The provisions of this ITEM shall not be construed as obligating the carrier to furnish pickup or delivery service on Sundays or holidays.

(5) Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made. Shipments moving on GBLs or a commercial bill of lading converted to a GBL will be collected from the U.S. Government.

Item 865 Pickup or Delivery Service—Saturday or After 5 P.M. on Normal Business Days. (See Notes 1 through 4)

When consignor or consignee requests a carrier to pickup or deliver freight on Saturdays or after 5 p.m. on normal business days, such service (See Notes 1 and 4) will be subject to a minimum charge of \$39.64 per man per hour, or

fraction thereof, subject to a minimum charge \$158.56 per man per day (See Notes 2 and 3). Such charge shall be in addition to all other applicable charges.

Note 1: The provisions of this ITEM shall not be construed as obligating the carrier to furnish pickup or delivery service on Saturdays or after 5 p.m. on normal business days.

Note 2: Time shall be computed upon notification by the driver to the responsible representative of the consignor or consignee that the equipment is available for loading or unloading at premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery, as the case may be.

Note 3: Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made. Charges for shipments moving on GBLs or commercial bill of lading converted to a GBL will be collected from the U.S. Government.

Note 4: The charges in the item will not be applicable when loading or unloading of carrier equipment after 5 p.m. on normal business days:

1. Is not specifically requested after 5 p.m.; or
2. The service starts before and extends beyond 5 p.m.

Item 870 Pickups or Deliveries—Additional. (See Notes 1 and 2)

Deliveries (Split Deliveries): Except as otherwise provided in this tender, and subject to Note 1 below, on shipments weighing not less than 4,536 kilograms (10,000 pounds) (or on which charges for a weight of not less than 4,536 kilograms [10,000 pounds] are assessed or on which charges are computed at a rate of cents-per-1.6093 kilometers [cents-per-mile] per vehicle used or charge per vehicle used), moving from one consignor, on one bill of lading, and on which charges are based on the

through rate from the point of origin to the point of destination, one or more extra deliveries will be made at any point the shipment is stopped under the stop in transit provisions, or at final destination, and an additional charge of \$75.00 will be made for each such extra delivery.

Pickups (Split Pickups): Except as otherwise provided in this tender, and subject to Note 2 below, on shipments weighing not less than 4,536 kilograms (10,000 pounds) (or on which charges for a weight of not less than 4,536 kilograms [10,000 pounds] are assessed or on which charges are computed at a rate of cents-per-1.6093 kilometers [cents-per-mile] per vehicle used or charge per vehicle used), moving on one bill of lading to one consignee, and on which charges are based on the through rate from the point of origin to the point of destination, one or more extra pickups will be made at origin or destination, and an additional charge of \$75.00 will be made for such pickup.

Note 1: The bill of lading shall designate the parties and points at which extra deliveries are to be made and the designation of the articles to be delivered to each.

Note 2: The bill of lading shall designate the point or points at which the extra pickups are to be made and the designation of the articles to be picked up at each.

Item 875 Pickup or Delivery Service—New York Harbor and Port Newark, NJ. (Subject to Notes 1 and 2)

The pickup and delivery service defined in ITEM 850 will not be provided at steamship piers or warehouses located in New York Harbor or Port Newark, NJ as described below: Hudson River, New York Side, Battery to 135th Street. New Jersey Side, New National Storage Docks, Communipaw, NJ, to and including Fort Lee Ferry, NJ.

East River and Harlem River, New York Side, Battery to Jerome Avenue Bridge (Harlem River), including Harlem River Side of Ward's and Randall's Islands.

BROOKLYN SIDE OR WAREHOUSES, From Port Cove, Astoria, Long Island, to and including 69th Street, South Brooklyn (Bay Ridge), including Newton, Dutch Kills and Wale Creek, and points in Wallabout Canal and to Hamilton Avenue Bridge, Gowanus Canal, Port of Embarkation, and the Military Ocean Terminal, Brooklyn, NY.

NEW YORK BAY, NEW YORK SIDE, Points on North and East Shore of Richmond (Staten Island) between Bridge Creek (Arlington) and Clifton (Hyland Boulevard), both inclusive, and including Shooter's Island.

NEW JERSEY SIDE, Points on the New Jersey Shore of New York Bay, and points on the Kill Van Kull between National Storage Docks, Communipaw, NJ, and Avenue C., Bayonne, NJ, opposite Port Richmond, including U.S. Naval Supply Depot and Military Ocean Terminal, Bayonne, NJ. G & B Packing, 8 Hook Road, Bayonne, NJ.

NEWARK BAY, From Trumbull Street to Dalancy Street. Port Authority Terminal at Elizabeth; or Port Newark.

Pickup or delivery service will be performed at such points at the following charges, subject to the minimum and maximum charges as indicated and charges must be prepaid or guaranteed by the shipper or if shipped on a GBL or a commercial bill of lading converted to a GBL, collected from the U.S. Government:

Weight of shipment in kilograms (pounds)	Charge in cents per 45.36 kilograms (per 100 pounds)	Minimum charge per shipment	Maximum charge per shipment
Less than 2,268 kilograms (5,000 pounds)	\$6.33	\$45.43	\$142.56
2,268 kilograms (5,000 pounds) through 4,535.55 kilograms (9,999 pounds)	2.96	.....	223.57
4,536 kilograms (10,000 pounds) or over	1.50	223.57	

Note 1: Rates and charges published in this ITEM do not apply when shipments are delivered in equipment without transfer of the lading to ocean carriers. The receipt of the equipment by the ocean carriers shall terminate the motor carrier's delivery service and liability. Rates and charges named in this ITEM do not apply when shipments are received in equipment without transfer of the lading from ocean carriers. The receipt of the equipment by the motor carrier shall

constitute the beginning of the motor carrier's service and liability.

Note 2: Rate and charges published in this ITEM do not apply at the following sheds or buildings: 102 Marsh Street, Port Newark, NJ; 191, 193, 194, 195, 195-E, 195-F, 197, 200, 201, 202, 261, 262, 263-A, 263-B, 263-C, 263-D, 264, 265, 266, 267, 268, 305, Port Newark, NJ; American Eagle Warehouse or Express Forwarding Warehouse, Port Newark, NJ; Amerilli Export Service

Warehouse 9, foot of 12th Street, Jersey City, NJ; Atlantic Distribution Center Warehouse, 202 Port of Jersey Blvd., Jersey City, NJ; Greenpoint Terminal Warehouse, Jersey City, NJ; Pouch Terminals, Inc. at 1 Edgewater Street, Clifton, Staten Island, NY; and Wilson American Company Warehouse, Jersey City, NJ.

Item 885 Property of Unusual Value or Unsafe to Transport.

Carriers are not required to accept articles of unusual value or freight that is unsafe to transport that may cause damage to other goods or to their equipment without adequate consideration or compensation.

Item 900 Protective Service.

Except as otherwise specifically provided in connection with individual rates or charges, commodities which, due to their perishable nature, require protection from heat or cold will be accepted and accorded such protection at the rates or charges provided in this tender or in tenders made subject to this tender and without additional charges for such protection, subject to suitable equipment being available. (For applicability see ITEM 60 SPECIALIZED SERVICES herein.)

Item 925 Reconsignment or Diversion. (See Notes 1 through 11)**(1) Definitions of Reconsignment or Diversion:**

For the purpose of this rule, the terms, "RECONSIGNMENT" or "DIVERSION", are considered to be synonymous and the use of either will be considered to mean:

- (a) A change in the name of the consignor or consignee.
- (b) A change in the place of delivery within original destination point.
- (c) A change in the destination point.
- (d) Relinquishment of shipment at the point of origin (Subject to Note 1).
- (e) Instructions received by the originating carrier prior to receipt of shipment (Subject to Note 2).

(2) Conditions:

(a) Requests for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return, or reconsign a shipment.

(b) Carrier will make diligent efforts to execute a request for reconsignment, but will not be responsible if such service is not effected.

(c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made. Charges for shipments moving on GBL's or commercial bill of lading's converted to GBLs will be collected from the U.S. Government.

(d) Only entire shipments, not portions of shipments, may be reconsigned.

(e) Marking or tagging (Subject to Note 3).

(f) Reconsignment will not be permitted on "in bond shipments."

(g) With the exception of Note 1, a charge for reconsignment is an additional charge to all other applicable rates or charges.

(3) Charges:

Reconsignment as defined in paragraph (1) above of this ITEM will be subject to the following:

If reconsignment results in a charge	In the name of the consignor or consignee with no change in place of delivery	In the place of delivery within original Destination point (subject to notes 4, 5, and 6)	In the destination points (subject to notes 7, 9, 10, and 11)
And reconsignment Occurs (Subject to Note 8). Prior to Tender of Delivery ..	The Charge Will Be		
	\$18.11 per shipment	Except as provided for in Note 5, \$18.11 per shipment.	The published rate from origin to the reconsignment point plus the published rate from the reconsignment point to the new destination. The charges will be no less than the published through rate from the original point of origin to the ultimate destination.
After Tender of Delivery	\$18.11 per shipment	Except as provided for in Note 5, a charge of \$2.42 per 45.36 kilograms (per 10 pounds) subject to the minimum charge of \$22.19 per shipment and a maximum charge of \$322.60 per shipment or \$322.60 per vehicle if more than one vehicle is used to transport the shipment.	The published rate from origin to the reconsignment point plus the published rate from the original point to the new destination. The charges will be no less than the published through rate from the original point of origin to the ultimate destination.

Note 1: Where a request is made by the shipper, before a shipment has left the carrier's terminal at a point of origin (includes points and places located within the commercial zone as defined by the Interstate Commerce Commission in Title 49 of the Code of Federal Regulations (49 CFR), part 1048—Commercial Zones) for return of a shipment to the original place of shipment, or delivery thereof to another carrier at point of origin, or relinquish possession thereof to the shipper or to another carrier at the carrier's terminal and such service is performed, the shipment will be subject to a charge of \$2.42 per 45.36 kilograms (per 100 pounds) with a minimum charge of \$22.19 per shipment and a maximum charge of \$322.60 per shipment or \$322.60 per vehicle

if more than one vehicle is used to transport the shipment.

Note 2: Upon instructions received by the originating carrier prior to receipt of shipment at point of origin accompanied by a through bill of lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefor (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such shipment will be subject to a charge of \$18.11 per shipment.

Note 3: Shipments handled under the provisions of this ITEM which require marking or tagging in order to comply with the provisions of ITEM 625 MARKING OR TAGGING FREIGHT—CHANGING

MARKING OR TAGS herein, or when the carrier is specifically requested to do so by the consignor or consignee, will be marked or tagged by the carrier at the charges as provided in ITEM 625 herein.

Note 4: Charges also apply for reconsignment to points and places outside of the original destination point, provided such areas are located within the commercial zone as defined by the Interstate Commerce Commission in Title 49 of the Code of Federal Regulations (49 CFR), part 1048—Commercial Zones.

Note 5: When a request is received to reconsign a shipment to another site within the same continuous plant property and the request is received prior to tender of delivery, a reconsignment charge of \$18.11 per

shipment will be assessed. When the request is received after tender of delivery the reconsignment charge will be \$52.89 per shipment or \$52.89 per vehicle if more than one vehicle is used to transport the shipment.

Note 6: All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to the charges provided in this ITEM. The provisions of paragraph (2) of this ITEM will not apply.

Note 7: Includes points and places other than those defined in Note 6.

Note 8: The provisions governing reconsignment, "PRIOR TO TENDER OF DELIVERY", will only apply when carrier receives the request for reconsignment:

(a) Before shipment has been loaded on a delivery vehicle (in cases where shipment is transferred to a city delivery vehicle for delivery); or

(b) Before shipment has been dispatched for delivery (in cases where shipment is not transferred to a city vehicle for delivery.)

Note 9: If the change in destination point is requested and furnished by the carrier, the charge will be \$18.11 per shipment in addition to the applicable tender or tariff rate, whichever is applicable, from the point of origin to the new destination point.

Note 10: When the consignor or consignee or its agent elects to accept the shipment at the carrier's terminal located at the reconsignment point, the charges will be assessed on the basis of \$1.60 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$18.11 and a maximum charge of \$201.69 per shipment or \$201.69 per vehicle if more than one vehicle is used to transport the shipment.

Note 11: The reconsignment rate is not subject to the provisions of BLOCK 19, of the OPTIONAL FORM 280, UNIFORM TENDER OF RATES AND/OR CHARGES FOR TRANSPORTATION SERVICES.

Item 950 Redelivery

When a shipment is tendered for delivery and, through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

(1) If one or more additional tenders, or final delivery of the shipments are made at consignee's place, a charge of \$2.34 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$12.67 and a maximum charge of \$310.02 per shipment or \$310.02 per vehicle if more than one vehicle is used to transport the shipment will be made for each such tender and for the final delivery.

(2) If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, a charge of \$1.99 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$10.50

and a maximum charge of \$238.62 will be made.

(3) All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of the carrier by the party or parties requesting redelivery before the shipment is redelivered. Charges for shipments moving on GBL's or a commercial bill of lading converted to a GBL will be collected from the U.S. Government.

(4) In all instances a charge for redelivery is in addition to all other applicable rates or charges.

Item 1000 Sealing of Equipment

Except as otherwise specifically provided, shippers and receivers of freight will not be accorded the exclusive use of carrier's equipment. Carriers may, at their option and convenience, load and transport the freight of various shippers and receivers in the same equipment. And, except as provided in ITEM 475 EXCLUSIVE USE AND CONTROL OF VEHICLE and ITEM 1005 SEALED CLOSED VAN SERVICE herein, carriers, at their option and convenience, for the purposes of so loading, co-mingling and transporting the shipments of various shippers and receivers in the same equipment, may remove the seals or locks from their equipment which have been applied by shippers, receivers, or owners of the property transported or to be transported.

Item 1005 Sealed Closed Van Service

A. All equipment requested under this ITEM will be Sealed Closed Vans, as defined in ITEM 30 DEFINITION OF TERMS herein. The seals on the equipment are not to be broken.

B. The shipper will load the carriers equipment and provide a piece count. When this occurs, the carrier is released from liability for shortages.

C. The bill of lading must be annotated:

"ITEM 1005, SEALED CLOSED VAN SERVICE REQUESTED. THE PROVISIONS AND CHARGES CONTAINED IN ITEM 475 EXCLUSIVE USE OF VEHICLE, WILL NOT APPLY."

D. When the bill of lading is annotated, as provided in paragraph C above, the transportation charges will be subject to the following Truckload (TL) rates or charges:

1. Where the carrier's individual tender is predicated on a cents-per-1.6093 kilometers (cents-per-mile) per vehicle using a distance scale or matrix format at the rate or minimum charge named therein; or

2. Where the carrier's individual tender Less Than Truckload (LTL) rates are predicated upon the GSA Baseline

Rate Publication No. 1000-D, shipments shall be rated with a minimum weight of 9,072 kilograms (20,000 pounds), at the highest applicable Less Than Truckload (LTL) rate.

3. Where the carrier's individual tender Truckload (TL) rates are predicated upon the GSA Baseline Rate Publication No. 1000-D and the shipment weight loaded into the van is less than 9,072 kilograms (20,000 pounds), the shipment shall be rated as 9,072 kilograms (20,000 pounds) at the applicable 9,072 kilograms (20,000 pounds) rate; or

4. Where the carrier's individual tender Truckload (TL) rates are predicated upon the GSA Baseline Rate Publication No. 1000-D and the shipment weight loaded into the van is more than 9,072 kilograms (20,000 pounds), the rate applicable to the shipment weight will apply.

E. The provisions and charges contained in ITEM 475 EXCLUSIVE USE AND CONTROL OF VEHICLE herein, will not apply.

F. If the equipment arrives at the destination with the same seals which were applied on the equipment at origin not intact, the following will apply:

1. Restoration of carrier liability for shortages will be applicable; and

2. The transportation charges for the shipment weight loaded into the van will be subject to (a) or (b) below, whichever results in the lowest total charge:

(a) The applicable Truckload (TL) rate or charge determined in paragraph D above; or

(b) The applicable Less Than Truckload (LTL) rate, determined as follows:

(1) The carrier's individual tender Less Than Truckload (LTL) rate; or

(2) If the carrier's individual tender does not provide for Less Than Truckload (LTL) rates, the rate will be 100% of the applicable Less Than Truckload (LTL) rate in the GSA Baseline Rate Publication No. 1000-D.

Item 1010 Sorting or Segregating Service and Charges

A. For the purposes of this ITEM, the services of sorting or segregating are defined as practices which require all articles in a shipment(s) tendered by the consignor to the carrier for a specific route, be presented or loaded without regard to shipment integrity. (For applicability see ITEM 60 SPECIALIZED SERVICES herein.)

B. Carrier will sort or segregate for each consignee before offering for delivery.

C. When sorting or segregating service is required or requested by the

consignor, it shall be so noted on the Government Bill of Lading:

“ITEM 1010, SORTING OR SEGREGATING REQUIRED.”

D. When sorting or segregating service is required and performed by the carrier, the carrier shall be paid a charge of 60 cents per 45.36 kilograms (cents per hundredweight) for all shipment weight subject to a minimum charge of \$5.00 with a maximum charge of \$180.00 per shipment.

Item 1025 Services—Signature and Tally Record Service (STR)

Carrier shall provide Signature and Tally Record Service (STR) upon request of the consignor, subject to the following definition, requirements and charges:

(1) DEFINITIONS:

Signature and Tally Record Service (STR) is a service designed to provide continuous responsibility for the custody of shipments in transit. It requires a signature and tally record from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination. (For applicability see ITEM 60 SPECIALIZED SERVICES herein.)

(2) REQUIREMENTS:

A. The shipper or his agent must place and sign the following annotation on the bill of lading:

“SIGNATURE AND TALLY RECORD REQUESTED. DD FORM 1907 FURNISHED TO CARRIER.

DATE SIGNATURE TITLE ”

B. The Signature and Tally Record (DD Form 1907), is provided by the shipper, will be used as follows:

(1) When STR is requested by the shipper and the signature and tally record is furnished, carrier or his agent will require each person responsible for the shipment, such as the terminal manager, pickup, delivery and road drivers, and dock foreman, to personally sign the signature and tally record and will secure signature in the space provided on the form from the consignee or his agent upon delivery.

(2) Driver(s) are required to sign the Signature and Tally Record (DD Form 1907) when they assume initial responsibility for the shipment.

(3) In terminal areas, the equipment containing the STR shipment must be under the control of the last person signing the DD Form 1907.

(4) When STR is used with Dual Driver Protective Service (DDPS), Armed Guard Surveillance (AG), and Protective Security Service (PSS), both drivers are required to sign when they assume responsibility for the shipment.

C. Tracing: Carrier must be able to trace a shipment in less than 24 hours upon request.

(3) CHARGES:

In addition to all rates and charges for transportation, shipments on which STR is provided at shipper's request will be subject to a charge of \$28.22 per shipment.

(4) A SEPARATE CHARGE FOR SIGNATURE TALLY RECORD SERVICE WILL NOT BE BILLED WHEN A HIGHER PROTECTIVE SECURITY SERVICE IS CHARGED, WHICH INCLUDES THE REQUIREMENT OF A SIGNATURE TALLY RECORD.

Item 1030 Services—Constant Surveillance Service (CSS). (See Note 1)

Constant Surveillance Service (CSS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

1. Definition and Requirements.

CSS is a Service That Provides the Following:

A. Continuous responsibility for constant surveillance and custody of shipments in transit. Such attendance and surveillance shall prevent all inspections (except those performed by Governmental enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbance. (For applicability see Item 60 Specialized Services herein.)

B. For the purposes of CSS, unless otherwise stated herein, when not being driven, equipment must be attended at all times by a qualified representative of the carrier. Equipment is “attended” when the person responsible for the shipment is in the equipment, awake, not in a sleeper berth or is within 30.48 meters (100 feet) of the equipment and has the equipment within constant and unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments and who is designated by the carrier/terminal to attend the equipment, and who is aware of the sensitivity of material moving under CSS, and who is knowledgeable of the safety, security and emergency procedures that must be followed, and is authorized and has the means and capability to move the equipment.

C. For brief stops en route, the carrier will ensure that the equipment or shipment is attended.

D. When circumstances require lengthy stops en route, carriers will ensure that the equipment is parked only at a carrier terminal, a state or local

approved safe haven as defined in Title 49 of the Code of Federal Regulations (49 CFR). When equipment is parked in a carrier terminal or at an approved state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 30.48 meters (100 feet) of the equipment or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by at least a 1.83 meters (6 foot) chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage. (See Note 1.)

E. The trailer or conveyance containing the material upon which CSS is requested must always be connected with a power unit (tractor) during shipment except when stopped at an activity for loading or unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver maintains continuous surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of paragraph 1(D); or, in emergencies, at a safe haven or refuge location.

F. The carrier must be able to trace a shipment in less than 24 hours.

G. The carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.

H. Driver ID requirements. The carrier must insure drivers employed to handle sensitive shipments requiring CSS carry a valid driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.

I. Single line-haul preferred.

J. No trip lease.

K. The maintenance of a Signature and Tally Record (DD Form 1907) by the carrier is an integral part of CSS. Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which CSS is requested and provided.

L. The driver(s) moving shipments on which CSS is requested, will be instructed by the carrier on how to obtain safe haven/refuge, state and local law enforcement assistance, and actions

to take to comply with the requirements listed in paragraph 1 A through 1 K above.

M. The tractor moving a CSS shipment must be equipped with a working mobile communications unit, such as a citizens band (CB) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make the contact.

2. Annotation:

When CSS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:

“CONSTANT SURVEILLANCE SERVICE REQUESTED. SIGNATURE AND TALLY RECORD (DD FORM 1907) FURNISHED TO CARRIER.”

3. Charges:

In addition to all rates and charges for transportation, shipments for which CSS is provided by the carrier at shipper's request will be subject to a charge of 35 cents-per-1.6093 kilometers (cents-per-mile) which includes constant and specific surveillance, and the maintenance of a signature and tally record.

On shipments moving in excess of 804.65 kilometers (500 miles), an additional charge of 05 cents-per-1.6093 kilometers (cents-per-mile) for each 804.65 kilometers (500 mile) increment will apply, except when the shipper requests an extra driver under ITEM 1040 SERVICES—DUAL DRIVER SERVICE herein.

4. BASIS FOR DETERMINING APPLICABLE DISTANCE:

Unless otherwise specifically authorized or such as provided for in ITEM 180 CIRCUITOUS ROUTING OF HAZARDOUS MATERIAL SHIPMENTS herein, the applicable distance shall be predicated on the shortest route distance determined from the applicable Household Goods Carriers' Bureau Mileage Guide(s) as shown in ITEM 10 GOVERNING PUBLICATIONS herein, regardless of the distance actually traveled by the carrier.

Note 1: Security Cage Standards:

General: Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors and ceiling must provide protection equivalent to the steel grating to preclude forced entry. Doors must have approved padlocks (equivalent to American 200 series) and hasp systems and connecting hardware must be welded or otherwise secured to deter unauthorized entry.

Walls: Constructed of structural steel angle and expanded steel grating. Building walls also may be used which provide equivalent security to form side(s). (Examples: Double-course reinforced or filled concrete block.)

Floors: Made of asphalt or reinforced concrete or wood if reinforced with steel floor plating.

Ceiling: Same material as wall or floor. Minimum height—2.44 meters (8 feet). Frame—metal Hinges—Welded hinge pins. Locks—security locks and hasps equivalent to American 200 series.

Connecting Devices: Welded, peened, or otherwise installed so as to deter unauthorized entry.

Windows/Openings: Expanded steel grating, anchored in the metal frame, secured in same manner as door.

Alternative: As an alternative to a security cage, a CONEX, dromedary, or similar heavy container which is sealed and locked with an approved lock (equivalent to American 200 series) may be used in buildings which are locked, guarded, or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

ITEM 1035 Services—Dual Driver Protective Service (DDPS). (See Note 1)

Dual Driver Protective Service (DDPS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

1. Definition and Requirements.

DDPS is a Service That Provides the Following:

A. Continuous responsibility, attendance and surveillance of shipment through the use of two (dual) qualified drivers and includes the maintenance of a Signature and Tally Record (DD Form 1907). Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbances. (For applicability see ITEM 60 SPECIALIZED SERVICES herein.)

B. For the purposes of DDPS, unless otherwise stated herein, when not being driven, equipment must be attended at all times by a qualified representative of the carrier. Equipment is “attended” when the person responsible for the shipment is in the equipment, awake, not in a sleeper berth or is within 3.05 meters (10 feet) of the equipment and has the equipment within constant and unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments and who is designated by the carrier/terminal to attend the equipment, and who is aware of the sensitivity of material moving under DDPS, and who is knowledgeable of the safety, security and emergency procedures that must be followed, and

is authorized and has the means and capability to move the equipment.

C. For brief stops en route, the carrier will ensure that the equipment or shipment is attended.

D. When circumstances require lengthy stops en route, carriers will ensure that the equipment is parked only at a carrier terminal, a state or local approved safe haven as defined in Title 49 of the Code of Federal Regulations, (49 CFR). When equipment is parked in a carrier terminal or at an approved state or local safe haven, a qualified carrier or terminal representative must keep the shipment in view and stay within 3.05 meters (10 feet) of the equipment or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by a least a 1.83 meters (6 foot) chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage. (See Note 1.)

E. The maintenance of a Signature and Tally Record by the carrier is an integral part of DDPS. Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which DDPS is requested and provided. (NOTE: Both drivers are required to sign the Signature and Tally Record (DD Form 1907) when they assume initial responsibility for the shipment.)

F. Single line-haul.

G. No trip lease authorized.

H. The equipment conveying the shipment upon which DDPS is requested must remain connected with the power unit (tractor) during shipment except when stopped at a activity/contractor for loading or unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver(s) maintain continuous attendance and surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of paragraph D of this ITEM; or, in emergencies, at a safe haven or refuge location.

I. Driver ID requirements. The carrier must insure drivers employed to handle sensitive shipments requiring DDPS carry a valid driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the carrier named on the bill of lading.

J. The tractor moving a DDPS shipment must be equipped with a working mobile communications unit, such as a citizens band (CB) radio or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make the contact.

K. The carrier must be able to trace a shipment in less than 24 hours.

L. The carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.

M. The drivers moving shipments on which DDPS is requested, will be instructed by the carrier on how to obtain safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraphs 1A through 1L above.

2. ANNOTATION:

When DDPS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:

“DUAL DRIVER PROTECTIVE SERVICE REQUESTED. SIGNATURE AND TALLY RECORD (DD FORM 1907) FURNISHED TO CARRIER.”

3. CHARGES:

In addition to all rates and charges for transportation, shipments for which DDPS is provided by the carrier at the shipper's request will be subject to a charge of 85 cents-per-1.6093 kilometers (cents-per-mile), subject to a minimum charge of \$146.76. These charges include the maintenance of a Signature and Tally Record, furnishing of dual drivers, providing CB or a working mobile communications unit in the tractor, and all other provisions/requirements shown in paragraph 1A through 1M above.

4. BASIS FOR DETERMINING APPLICABLE DISTANCE:

Unless otherwise specifically authorized or such as provided for in ITEM 180 CIRCUITOUS ROUTING OF HAZARDOUS MATERIAL SHIPMENTS herein, the applicable distance shall be predicated on the shortest route distance determined from the applicable Household Goods Carriers' Bureau Mileage Guide(s) as shown in ITEM 10 GOVERNING PUBLICATIONS herein, regardless of the distance actually traveled by the carrier.

Note 1: SECURITY CAGE STANDARDS:

General: Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors and ceilings must provide protection equivalent to

the steel grating to preclude forced entry. Doors must have approved padlocks (equivalent to American 200 series) and hasp systems and connecting hardware must be welded or otherwise secured to deter unauthorized entry.

Walls: Constructed of structural steel angle and expanded steel grating. Building walls also may be used which provide equivalent security to form side(s). Example: Double-course reinforced or filled concrete block.)

Floors: Made of asphalt or reinforced concrete or wood, if reinforced with steel floor plating.

Ceiling: Same material as wall or floor. Minimum height—2.44 meters (8 feet). Frame—metal. Hinges—Welded hinge pins. Locks—Security locks and hasps equivalent to American 200 series.

Connecting device: Welded, peened, or otherwise installed so as deter unauthorized entry.

Windows/Openings: Expanded steel grating, anchored in the metal frame, secured in same manner as door.

Alternative: As an alternative to a security cage, a CONEX, dromedary, or similar heavy container which is sealed and locked with an approved lock (equivalent to American 200 series) may be used in buildings which are locked, guarded or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

Item 1040 Services—Dual Driver Service

When requested by shipper and so indicated on the bill of lading or in writing, an extra driver will be furnished for an additional charge of 35 cents-per-1.6093 kilometers (cents-per-mile). Such charge shall apply in addition to the transportation and all other applicable charges and is to be assessed on the basis of the distance applicable from origin to destination on the shipment involved. (For applicability see ITEM 60 SPECIALIZED SERVICES herein.)

Item 1050 Special Service—Security Check by Consignor

When at the request of the consignor, before the vehicle has left the consignor's premises, a loaded vehicle is required to be unloaded, audited and reloaded, or is recalled back to the consignor's loading dock for the purpose of unloading, auditing and reloading of the shipment or shipments previously tendered to the carrier, a charge per vehicle of \$9.56 per each fifteen minutes or fraction thereof (minimum charge \$38.39), shall apply for this service. The time will begin

when the driver is notified that the vehicle is to be recalled and will end when the reloaded vehicle is released to the carrier.

The driver shall not be required to assist in the unloading, auditing or reloading of the trailer except when necessary to account for the freight.

Item 1075 Stopoffs—To Complete Loading or For Partial Unloading. (Subject to Notes 1 through 4)

Except as otherwise provided in this tender, shipments upon which charges are based on a cents-per-1.6093 kilometers (cents-per-mile) per vehicle used rate, charge or minimum charge per vehicle used, or on a weight of 4,536 kilograms (10,000 pounds) or more, may be stopped in transit at not to exceed four points, between the point of origin and the point of final destination for the purpose of either partial loading or unloading (but not both at the same point), providing that the stopoff point, or points, are intermediate to the point of final destination via the route over which the rate to such final destination applies, subject to the provisions of paragraphs (A), (B), (C), (D), (E), and (F) below.

(A) The bill of lading shall show at what point, or points, the shipment is to be stopped off for partial loading or partial unloading, the name and address of the party to receive or to load the freight at such stopoff point, and a description of that part of the shipment to be loaded or unloaded at the stopoff point or points. There shall be no substitutions of other freight for that loaded at the original point of origin, or for any part of the shipment loaded at an intermediate stopoff point. A shipment stopped for partial unloading shall not be stopped subsequently for partial loading.

(B) The charge for each stopoff in transit for partial loading or partial unloading shall be \$75.00 per stop in addition to all other applicable charges.

(C) When linehaul rates or charges are based on weight only, e.g., cents per 45.36 kilograms (cents per hundredweight), or charge per vehicle (excluding charges based on graduated distance scales or a minimum charge where rates are based on distance and weight), the charges shall be based on the total actual weight or minimum weight, whichever is greater, or charge per vehicle, from the point of origin to final destination, subject to the excess charge in paragraph F below, for out-of-route distance.

(D) When linehaul rates or charges are based on both weights and distance (e.g., percentage of the baseline rates in the GSA No. 1000-D), the charges shall

be based on the actual weight or minimum weight, whichever is greater, and the short-route distance from point of origin via the stop-off point(s) to final destination.

(E) When linehaul rates or charges are based on distance, e.g., cents-per-1.6093 kilometers (cents-per-mile) per vehicle used, or charge based on graduated distance scales, the charges shall be based on the short-route distance from point of origin via the stop-off point(s) to final destination.

(F) When linehaul charges are determined under paragraph C above (or by any other rates or charges based on other than distance or weight and distance), and the short-route distance from point of origin via the stop-off point(s) exceeds the direct short-route distance from origin to final destination, all excess distance will be subject to a rate of 155 cents-per-1.6093 kilometers (cents-per-mile), in addition to all other transportation charges.

Note 1: Shipments moving under the provisions of this ITEM must have all charges prepaid by the shipper, or if shipped on a GBL or commercial bill of lading that is converted to a GBL, charges will be collected from the U.S. Government.

Note 2: For the carrier's convenience, any portion of the shipment may be picked up, transported or delivered, in separate trucks. All portions of the shipment need not be transported through the stopoff point or points.

Note 3: The provisions of this ITEM do not apply on freight moving under the provisions of ITEM 475 EXCLUSIVE USE AND CONTROL OF VEHICLE herein.

Note 4: On shipments involving joint-line transportation, stop-off privileges apply only when the entire shipment is delivered to one connecting carrier or, if stop-off has already been accorded, when the entire remaining portion of the shipment is delivered to one connecting carrier.

Item 1100 Storage

Freight held in the carrier's possession by reason of an act or an omission of the consignor, consignee or owner, or for customs clearance or inspection (see ITEM 250 CUSTOMS OR IN BOND FREIGHT herein), and through no fault of the carrier, will be considered stored, and subject to the following provisions:

(1) Storage charges on freight awaiting line-haul transportation at origin will begin at 7 a.m., the day after freight is received by the carrier.

(2) When the consignor or consignee instructs the carrier to hold a shipment at a point intermediate to the destination and await further instructions for diversion, reconsignment, etc., storage charges will

begin at 7 a.m., the day after the carrier is notified and the shipment is placed in storage.

(3) Storage charges on undelivered freight will begin at 7 a.m., the first business day after arrival of the shipment at destination, and notice of arrival as provided in ITEM 125 ARRIVAL NOTICE AND UNDELIVERED FREIGHT herein, has been given, except no charges under this ITEM will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.

(4) Storage charges on freight stored in the carrier's possession, other than that provided for in paragraph (5), will be subject to the following minimum and maximum charges:

Minimum Charges

For each 45.36 kilograms (100 pounds) or fraction thereof per 24 hours or fraction thereof—\$ 0.65

Minimum storage charge per day—\$3.36

Minimum storage charge per shipment—\$16.81

MAXIMUM CHARGES (per shipment or per vehicle if more than one vehicle is used to transport the shipment)

For the first 24 hours or fraction thereof—\$47.01

For the second 24 hours or fraction thereof—\$62.74

For the third and each succeeding 24 hours or fraction thereof—\$93.84

(5) Storage charges under this ITEM will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner, or customs official.

(6) Storage charges under this ITEM will not apply on the day the carrier places the freight in a public warehouse. When the carrier does place the freight in a public warehouse, a charge of \$1.89 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$15.32 and a maximum charge of \$280.05 per shipment or \$280.05 per vehicle, if more than one vehicle is used to transport the shipment, will be assessed.

(7) Storage time shall be certified and paid by the authorizing activity responsible for the storage. Charges for this service shall only be submitted to the authorizing activity.

Item 1125 Substituted Service—Rail for Motor

Unless the shipper directs that the rail carrier service shall not be performed, the motor carrier may, at its option, substitute rail service for their actual services via highways for which such motor carriers have lawful operating rights as common carriers via motor

vehicle. If a carrier substitutes rail for motor service, the motor carrier will be responsible for any and all expenses included by using the substituted service as well as preparing or loading the trailer for flat car service.

Item 1150 Telegrams or Telephone Messages—Charges for

Charges for telegrams or telephone messages from shippers or consignees, or their agents or representatives, relative to routing or other services in connection with shipments of freight, will not be assumed by the carrier, excepting that when such toll is upon answer to telegram or telephone message initiated by the carrier, relating to the traffic of the shipper or consignee, it will be assumed by the carrier.

Item 1175 Transfer of Lading

(1) For shipments weighing 4,536 kilograms (10,000 pounds) or more that cannot be picked up with the vehicle to be used in transporting the shipment over the highway, and the carrier is required to render pickup service with a different vehicle, such shipments will be subject to the charges in paragraph (4) below in addition to all other applicable charges. These charges will be collected from the consignor. If the shipment moved on a GBL or a commercial bill of lading converted to a GBL, charges will be collected from the U.S. Government.

(2) When shipments weighing 4,536 kilograms (10,000 pounds) or more cannot be delivered with the vehicle used in transporting the shipment over the highway, the carrier will notify the consignee of this fact in the manner provided in ITEM 125 ARRIVAL NOTICE AND UNDELIVERED FREIGHT herein. If the consignee requests the carrier to render delivery service with a different vehicle, such shipments will be subject to the charges in paragraph (4) below, in addition to redelivery charges when performed, and all other applicable charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee. If the shipment moved on a GBL or a commercial bill of lading converted to a GBL, charges will be collected from the U.S. Government.

(3) When consignor or consignee requests that shipments weighing 4,536 kilograms (10,000 pounds) or more be picked up or delivered on a vehicle other than the vehicle used in transporting the shipment over the highway, the charges in paragraph (4) below will apply. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will

be collected from the party requesting the service. If the shipment moved on a GBL or a commercial bill of lading converted to a GBL, charges will be collected from the U.S. Government.

(4) The charge for the weight of the lading shall be \$1.32 per 45.36 kilograms (per 100 pounds), subject to a minimum charge of \$185.27 per vehicle for each transfer.

Item 1225 Vehicle or Shipper Requested Doubles Trailer Furnished but Not Used

(1) When the carrier, upon shipper's request, furnishes a vehicle or shipper requested doubles trailer for loading of a shipment and through no fault of its own the shipper cancels the ordered vehicle or shipper requested doubles trailer, the charge for each vehicle or shipper requested doubles trailer ordered and subsequently canceled shall be:

(a) On shipments weighing less than 4,536 kilograms (10,000 pounds):

(i) A charge of \$50.00.

(b) On shipments weighing 4,536 kilograms (10,000 pounds) or more and shipments, regardless of weight, that occupy the full visible capacity of one vehicle or shipper requested doubles trailer:

(i) A charge of 100 cents-per-1.6093 kilometers (cents-per-mile) for each vehicle or shipper requested doubles trailer furnished and not used will be assessed from point of dispatch or the carriers nearest terminal, whichever is closer, to the scheduled loading point, subject to a minimum charge of \$75.00 and a maximum charge of \$250.00 per vehicle or shipper requested doubles trailer not used. If the mileage charge produces the larger charge, the carrier will identify the location from which the vehicle or shipper requested doubles trailer was dispatched.

(2) These charges will not apply when a vehicle or shipper requested doubles trailer is rejected by the shipper under ITEM 4-2 D QUALIFYING REQUIREMENTS of the GSA GENERAL FREIGHT TENDER OF SERVICE No. 1-F herein, or when notice of cancellation is received by the carrier prior to actual dispatch of the vehicle or shipper requested doubles trailer from the point of dispatch or the carriers nearest terminal, whichever is closer.

(3) When the carrier submits a claim for collection of charges under this ITEM the claim shall be supported by a written statement from the ordering activity certifying that the vehicle or shipper requested doubles trailer was ordered and not used.

(4) When the pickup carrier is inbound with a loaded vehicle or

shipper requested doubles trailer, which is scheduled for outbound loading from the same location, and the shipper cancels the loading of the vehicle or shipper requested doubles trailer, no charge will be assessed under this ITEM.

Item 1250 Weight—Verification

(1) Upon request by either the consignor or consignee, the carrier will reweigh any shipment or vehicle(s) on carrier scales and if error is determined, will correct the billed weight accordingly. Such reweigh request will only be made while shipment is in the custody of the carrier. If no error is determined or if error is less than 5 percent of the billed weight, a charge of \$18.46 per shipment or per vehicle, if more than one vehicle is used to transport the shipment, will be made for each. Such charge(s) is to be paid by the party requesting the service.

(2) When carrier is requested to secure a certified public scale weight for any shipment or vehicle(s), a charge of \$32.88 will be made by the carrier for each reweighing obtained in addition to the fee assessed the carrier for use of the certified public scale. Such charge(s) is to be paid by the party requesting the service.

(3) If requested by the consignor or consignee to weigh a vehicle both empty and loaded, the above charge in (1) or (2), as the case may be, will be made for each separate weighing.

Item 1275 Weights—Gross Weight—Charges on Gross Weights. (See Notes 1 and 2)

(1) Unless otherwise provided, charges shall be computed on gross weight, excluding the weight of any temporary blocking, flooring, or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or packages, or a part of the vehicle, when such materials do not exceed 3 percent of the total weight of the shipment. The weight of such materials in excess of 3 percent of the total weight of the shipment will be charged for at the lowest rate applicable on any article in the shipment.

(2) Subject to Notes 1 and 2, when freight weighing 9,072 kilograms (20,000 pounds) or more is prepared for shipment in conformity with packing requirements, and, in addition, is loaded on pallets, platforms or skids, with or without standing sides or ends, but without tops, no charge will be made for the transportation of the pallets, platforms or skids, provided the shipper specifies the weight of the

pallets, platforms or skids on the bill of lading.

(3) The destination weights, as ascertained at the smelter, will govern the assessment of freight charges upon shipments of ores or ore concentrates. Shipments of ores and ore concentrates may be sampled at destination or public sampler enroute.

(4) Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect or make shipments secure for transportation must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:

(a) When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.

(b) The labor charge for installation of shipper or carrier furnished material will be \$24.30 per hour or fraction thereof, for each man.

(c) Charges in this ITEM will not apply when extra blocking and bracing materials are used by motor and rail carriers to secure loads for trailer on flatcar substituted service as shown in ITEM 1125 SUBSTITUTED SERVICE—RAIL FOR MOTOR herein.

Note 1: When material, not a part of the pallet, platform or skid, is used to protect top of lading, or to secure the load to the pallet, platform or skid, allowance will be made for the weight of the pallet, platform or skid, but not for the weight of such material.

Note 2: The weight of the pallets, platforms or skids may not exceed 3 percent of the weight of that portion of the shipment loaded on such pallets, platforms or skids. Any weight of pallets, platform or skids in excess of 3 percent of the weight of that portion of the shipment loaded on such pallets, platforms or skids will be subject to the rates applicable to the commodity loaded on such pallets, platforms or skids.

General Services Administration— Baseline Rate Publication

No. 1000-D (GSA No. 1000-D)

Containing Baseline Rates And
Minimum Charges For The Movement
Of Civilian Agency Freight Shipments
This Tender Applies On Both Intrastate
And Interstate Traffic

General Services Administration,
Federal Supply Service, Transportation
Management Branch (6FBX), Kansas
City, Missouri 64131

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Minimum Charges

- 100 Table Of Baseline Rates And Minimum
Charges

Section A—General Application and
Instructions

Item 1 Purpose and Application

Purpose. This General Services Administration (GSA) BASELINE RATE PUBLICATION No. 1000-D (GSA No. 1000-D) is designed to afford carriers a simple method of expressing and filing Freight-All-Kinds (FAK) rate tender(s) for the civilian agencies of the U.S. Government. Its purpose is to provide the standardization necessary to achieve a fully automated system for rating and routing traffic, without requiring substantive changes in the manner in which rates for this traffic have traditionally been stated.

Application. The baseline rates and minimum charges contained in this publication shall serve as a basis for carriers to submit actual rates and charges for Minimum Charge (MC), Less Than Truckload (LTL), or Truckload (TL) shipments from, to, or between all points in CONUS.

Governing Rules. Rates and charges offered to a civilian agency using this

publication will be subject to the rules, accessorial services, and accessorial charges contained in General Services Administration (GSA) NATIONAL RULES TENDER No. 100-D (GSA No. 100-D) and supplements or reissues thereto.

GSA Baseline Rates and Minimum Charges. The rates and charges shown in this publication were established at a baseline level above, below, or equal to motor tariff bureau class 50 rates as of January 1, 1989. These rates and charges were subsequently realigned on April 1, 1990, and increased by 13.6 percent on September 1, 1993. This is not in any way to be construed as the setting of rates or charges by GSA. Carriers must independently establish their own levels of Minimum Charge (MC), Less Than Truckload (LTL), or Truckload (TL) rates only by utilizing a percentage above, below, or equal to the level of baseline rates and minimum charges shown in SECTION B, ITEM 100 TABLE OF BASELINE RATES AND MINIMUM CHARGES of this publication.

Application of General Rate Increases. The baseline rates and charges contained in this publication will be adjusted on an as needed basis.

Item 10 Revising Publication Provisions and Method of Canceling Original or Revised Pages

This TOS will be revised by the Freight Program Management Office (6FBX), Kansas City, MO through publication of the changes on GSA's WorldWide Web Page (<http://www.kc.gsa.gov/fsstt>), the issuance of page revisions (original or revised), or the reissuance of the document on an "as needed" basis.

- A. TOS Page Revisions: Reserved
- B. Reissuing the TOS: Reserved

Item 20 Disposition of Fractions

Fractions of a cent resulting from the application of a carrier's independently-established percentage(s) of the baseline rates and minimum charges shown in SECTION B of this publication, shall be disposed of as follows:

- A. Fractions of less than one-half of one cent shall be omitted; and

B. Fractions of one-half of one cent or greater shall be increased to the next whole cent.

Item 30 Explanation of GSA Baseline Rates and Minimum Charges

The rates in SECTION B, ITEM 100, TABLE OF BASELINE RATES AND MINIMUM CHARGES herein are shown in cents per 45.36 kilograms (cents per hundredweight [cwt]). The minimum charges in SECTION B herein are shown in dollars and cents.

Item 40 Distance Base—Explanation and Application

Each distance base (kilometers [miles]) established in conjunction with the distance table of rates contained in SECTION B, ITEM 100, TABLE OF BASELINE RATES AND MINIMUM CHARGES herein shall apply to all distances within the grouping (*i.e.*, 162.54 kilometers [101 miles] through and including 193.12 kilometers [120 miles]). All distances shall be computed by use of the applicable Household Goods Carriers' Bureau Mileage Guide(s) as shown in ITEM 10 GOVERNING PUBLICATIONS in the GSA NATIONAL RULES TENDER No. 100-D herein, or supplements or reissues thereto or any combination of both guides.

Item 50 Metric Conversion

The weights and measurements expressed in this publication are being changed to indicate both metric and U.S. equivalent non-metric measurements.

Section B—Table of Baseline Rates and Minimum Charges

Item 100 Table of Baseline Rates and Minimum Charges

The following table identifies the minimum weight columns used in the distance table of rates in this ITEM. The metric weight equivalents in kilograms are listed first with the customary weight shown in parenthesis. This ITEM also shows the distance expressed in kilometers and miles (one mile equals 1.6093 kilometers).

DEFINITION OF MINIMUM WEIGHT COLUMNS IN THIS SECTION

Minimum weight columns	Definition
—MC	Minimum Charge—Applies per shipment.
226.8 kilograms—L5C	less than 226.8 kilograms (500 pounds).
226.8 kilograms—5C	226.8 kilograms (500 pounds) but less than 453.6 kilograms (1,000 pounds).
453.6 kilograms—1M	453.6 kilograms (1,000 pounds) but less than 907.2 kilograms (2,000 pounds).
907.2 kilograms—2M	907.2 kilograms (2,000 pounds) but less than 2,268 kilograms (5,000 pounds).
2,268 kilograms—5M	2,268 kilograms (5,000 pounds) but less than 4,536 kilograms (10,000 pounds).
4,536 kilograms—10M	4,536 kilograms (10,000 pounds) but less than 9,072 kilograms (20,000 pounds).

DEFINITION OF MINIMUM WEIGHT COLUMNS IN THIS SECTION—Continued

Minimum weight columns	Definition
9,072 kilograms—20M	9,072 kilograms (20,000 pounds) but less than 13,608 kilograms (30,000 pounds)
13,608 kilograms—30M	13,608 kilograms (30,000 pounds) but less than 18,144 kilograms (40,000 pounds)
18,144 kilograms—40M	18,144 kilograms (40,000 pounds) and over

ITEM 100 TABLE OF BASELINE RATES AND MINIMUM

Rates are expressed in cents per hundredweight [cwt] (cents per 45.36 kilograms)

Distance Base			Minimum Weight (Kilograms)								
			Less Than Truckload (LTL)						Truckload		
Kilometers	Mileage	Minimum Charge	L5C 226.8	5C 226.8	1M 453.6	2M 907.2	5M 2,268	10M 4,536	20M 9,072	30M 13,608	40M 18,144
0.00-16.09	0-10	\$54.44	1004	872	678	612	554	524	344	289	236
17.70-32.19	11-20	\$54.46	1031	887	685	619	559	528	348	293	241
33.80-48.28	21-30	\$54.48	1060	902	692	626	563	533	351	300	248
49.89-64.37	31-40	\$54.51	1089	917	699	633	568	537	357	307	252
65.98-80.47	41-50	\$54.52	1122	932	707	640	573	542	365	312	257
82.07-96.56	51-60	\$54.53	1155	945	716	646	578	546	376	323	266
98.17-112.65	61-70	\$54.54	1189	960	730	653	583	551	386	332	275
114.26-128.74	71-80	\$54.55	1226	976	751	660	588	556	398	341	282
130.35-144.84	81-90	\$54.55	1261	992	771	669	593	560	408	351	290
146.45-160.93	91-100	\$54.58	1293	1008	795	688	598	565	419	360	299
162.54-193.12	101-120	\$54.65	1339	1031	822	708	607	573	431	370	308
194.73-225.30	121-140	\$54.74	1392	1064	862	749	621	583	442	381	317
226.91-257.49	141-160	\$54.85	1443	1117	907	791	635	592	453	390	325
259.10-289.67	161-180	\$55.06	1497	1180	942	824	651	601	465	401	334
291.28-321.86	181-200	\$55.47	1555	1246	978	861	666	612	476	410	343
323.47-362.09	201-225	\$55.75	1599	1309	1028	907	688	630	490	423	353
363.70-402.33	226-250	\$56.24	1686	1362	1088	950	720	655	507	435	367
403.93-442.56	251-275	\$57.04	1766	1415	1147	997	750	683	525	453	381
444.17-482.79	276-300	\$57.14	1824	1454	1223	1024	778	707	542	468	394
484.40-523.02	301-325	\$57.92	1889	1515	1266	1058	795	737	559	484	408
524.63-563.26	326-350	\$58.49	1918	1562	1279	1072	812	753	575	495	418
564.86-603.49	351-375	\$59.15	1949	1609	1315	1094	840	780	591	509	431
605.10-643.72	376-400	\$59.96	1979	1640	1345	1117	866	800	605	524	443
645.33-683.95	401-425	\$60.34	1993	1657	1364	1168	886	812	623	536	454
685.56-724.19	426-450	\$60.78	2039	1676	1384	1205	907	837	635	550	465
725.79-764.42	451-475	\$61.16	2055	1718	1411	1242	949	864	651	565	478
766.03-804.65	476-500	\$61.57	2071	1759	1457	1263	976	879	665	576	488
806.26-844.88	501-525	\$62.11	2108	1799	1479	1278	995	887	679	588	499
846.49-885.12	526-550	\$62.45	2144	1829	1497	1294	1008	894	694	602	511
886.72-925.35	551-575	\$62.59	2177	1848	1512	1311	1013	900	710	616	524
926.96-965.58	576-600	\$63.17	2208	1879	1534	1329	1028	904	726	628	534
967.19-1005.81	601-625	\$64.24	2240	1921	1562	1348	1049	908	741	641	546
1007.42-1046.05	626-650	\$64.29	2272	1963	1597	1365	1068	912	755	654	557
1047.65-1086.28	651-675	\$65.39	2305	2005	1640	1381	1088	929	771	667	568
1087.89-1126.51	676-700	\$65.42	2331	2039	1678	1404	1112	949	790	682	582
1128.12-1166.74	701-725	\$66.47	2353	2068	1711	1432	1139	971	809	699	595
1168.35-1206.98	726-750	\$66.48	2373	2096	1744	1461	1167	995	828	716	611
1208.58-1247.21	751-775	\$67.57	2394	2120	1770	1485	1193	1017	846	733	624
1248.82-1287.44	776-800	\$68.69	2413	2141	1789	1504	1217	1038	864	749	637
1289.05-1327.67	801-825	\$69.82	2432	2162	1810	1523	1244	1061	884	765	652
1329.28-1367.91	826-850	\$70.94	2473	2183	1829	1543	1268	1080	902	779	665
1369.51-1408.14	851-875	\$71.06	2517	2204	1851	1562	1292	1101	920	794	677
1409.75-1448.37	876-900	\$72.23	2561	2225	1872	1581	1314	1120	936	810	690
1449.98-1488.60	901-925	\$73.41	2605	2246	1894	1601	1338	1142	954	825	702
1490.21-1528.84	926-950	\$73.54	2650	2267	1915	1627	1363	1161	971	840	715

Minimum Weight (Kilograms)											
Distance Base			Less Than Truckload (LTL)						Truckload		
Kilometers	Mileage	Minimum Charge	L5C 226.8	5C 226.8	1M 453.6	2M 907.2	5M 2,268	10M 4,536	20M 9,072	30M 13,608	40M 18,144
1530.44-1569.07	951-975	\$74.73	2695	2291	1938	1655	1386	1181	989	855	728
1570.68-1609.30	976-1000	\$75.93	2740	2317	1963	1681	1411	1202	1006	870	742
1610.91-1689.77	1001-1050	\$76.18	2788	2358	1996	1711	1437	1222	1026	887	755
1691.37-1770.23	1051-1100	\$77.51	2837	2406	2036	1741	1464	1247	1046	904	771
1771.84-1850.70	1101-1150	\$78.80	2881	2448	2073	1771	1493	1271	1067	922	787
1852.30-1931.16	1151-1200	\$80.05	2931	2500	2113	1802	1520	1294	1086	941	803
1932.77-2011.63	1201-1520	\$81.24	2987	2565	2157	1832	1551	1317	1105	957	818
2013.23-2092.09	1251-1300	\$82.45	3040	2615	2200	1869	1579	1340	1127	975	834
2093.70-2172.56	1301-1350	\$83.68	3090	2653	2242	1905	1603	1363	1146	993	850
2174.16-2253.02	1351-1400	\$84.90	3140	2688	2282	1939	1629	1389	1167	1011	867
2254.63-2333.49	1401-1450	\$86.12	3190	2722	2322	1972	1656	1415	1188	1029	884
2335.09-2413.95	1451-1500	\$87.29	3243	2755	2361	2005	1684	1440	1209	1047	900
2415.56-2494.42	1501-1550	\$88.43	3317	2788	2400	2039	1711	1464	1228	1066	916
2496.02-2574.88	1551-1600	\$89.57	3398	2821	2439	2073	1739	1485	1248	1083	933
2576.49-2655.35	1601-1650	\$89.72	3472	2854	2478	2106	1772	1504	1269	1101	949
2656.95-2735.81	1651-1700	\$90.95	3548	2885	2516	2138	1804	1522	1289	1119	972
2737.42-2816.28	1701-1750	\$91.20	3624	2916	2554	2166	1837	1542	1310	1138	1000
2817.88-2896.74	1751-1800	\$92.56	3668	2640	2590	2195	1868	1560	1330	1155	1027
2898.35-2977.21	1801-1850	\$92.94	3681	2976	2628	2221	1897	1580	1352	1175	1053
2978.81-3057.67	1851-1900	\$94.23	3728	3024	2664	2247	1926	1605	1376	1195	1078
3059.28-3138.14	1901-1950	\$94.38	3812	3079	2699	2271	1954	1632	1401	1218	1103
3139.74-3218.60	1951-2000	\$95.66	3867	3141	2734	2314	1980	1664	1430	1244	1126
3220.21-3379.53	2001-2100	\$97.24	3902	3204	2785	2361	2019	1699	1462	1271	1154
3381.14-3540.46	2101-2200	\$98.68	4040	3269	2854	2412	2066	1736	1495	1300	1192
3542.07-3701.39	2201-2300	\$99.99	4176	3335	2921	2463	2110	1773	1530	1331	1233
3703.00-3862.32	2301-2400	\$101.17	4250	3399	2988	2516	2158	1812	1564	1361	1262
3863.93-4023.25	2401-2500	\$102.49	4332	3482	3055	2571	2208	1853	1601	1393	1302
4024.86-4184.18	2501-2600	\$103.64	4413	3564	3126	2630	2260	1894	1637	1423	1331
4185.79-4345.11	2601-2700	\$104.78	4494	3650	3193	2687	2307	1936	1673	1454	1362
4346.72-4506.04	2701-2800	\$106.02	4604	3733	3259	2742	2354	1977	1707	1485	1392
4507.65-4666.97	2801-2900	\$107.59	4704	3809	3324	2800	2400	2018	1743	1515	1420
4668.58-4827.90	2901-3000	\$109.18	4816	3887	3392	2859	2450	2061	1780	1548	1452
4829.51-4988.83	3001-3100	\$111.17	4878	3975	3461	2918	2507	2104	1816	1580	1485
4990.44-5149.76	3101-3200	\$112.86	5038	4049	3533	2980	2557	2147	1855	1613	1515
5151.37-5310.69	3201-3300	\$116.41	5206	4200	3608	3041	2612	2191	1894	1646	1544
5312.30-5471.62	3301-3400	\$117.38	5322	4312	3682	3102	2664	2233	1931	1680	1573
5473.23-5632.55	3401-3500	\$118.36	5438	4425	3756	3164	2716	2278	1971	1713	1603
5634.16-5793.48	3501-3600	\$119.34	5554	4537	3829	3227	2768	2323	2011	1748	1632
5795.09-5954.41	3601-3700	\$120.31	5670	4650	3903	3291	2821	2369	2050	1782	1662
5956.02-6115.34	3701-3800	\$121.29	5786	4762	3977	3355	2873	2413	2090	1818	1692
6116.95-OVER	3801-OVER	\$122.31	5914	4889	4059	3419	2931	2459	2132	1854	1723

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