Federal Emergency Management Agency
Standard Tender of Service
(FEMA STOS)

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Federal Emergency Management Agency
Standard Tender of Service
(FEMA STOS)

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1. Overview

1.1. Getting Started

The Federal Emergency Management Agency's (FEMA) Standard Tender of Service (STOS) provides the baseline rules for performing general freight services for Federal agencies. Unlike the U.S. General Services Administration's (GSA) STOS that is applicable to all Federal agencies, the FEMA STOS applies specifically to FEMA and Other Authorized Federal Agencies (OAFAs). An OAFA is a Federal agency that is authorized to order transportation through this STOS under the Economy Act (31 U.S.C. § 1535) through FEMA's Tender of Service Program. As a Transportation Service Provider (TSP) qualified to participate in providing freight transportation services, it is important to understand and carefully follow the contents of this document.

TSPs use this STOS in conjunction with the FEMA Uniform Rules Tariff No. 200 (FEMA No. 200) and the FEMA Requests for Offers (RFOs):

- The FEMA Uniform Rules Tariff provides rules and charges for accessorial services.
- The FEMA General RFO is the solicitation document that FEMA issues to qualified TSPs to provide rate filing instructions for the upcoming fiscal year rate filing cycle. It amends and updates this STOS with any specialized requirements for the rate filing cycle.
- FEMA One Time Only (OTO) RFOs request a rate for a single shipment or a group of shipments that are very similar to each other. FEMA OTO RFOs are issued as needed.

These documents, along with Title 41 of the U.S. Code of Federal Regulations (C.F.R.) Parts 102-117 and 102-118 and other documents cited in the FEMA STOS comprise the rules and regulations for general freight services. Please read all of the FEMA Tender of Service Program documents carefully to understand how they fit together to make up all the rules and regulations governing FEMA freight shipments. For questions or concerns, write to FEMA-Transportation-Programs@fema.dhs.gov. Additional program information can be found on our website: www.fema.gov/transportation-programs.

1.2. General

This STOS provides the terms and conditions for transportation and related services for Freight of All Kinds (FAK) for shipments moved by truck, rail, air, water, or a combination of these modes. It applies to all rate tenders filed with FEMA.

This STOS consists of the current versions of the following documents:

- The FEMA Standard Tender of Service (STOS) (this document)

- The FEMA Uniform Rules Tariff No. 200 (FEMA No. 200)
- FEMA RFOs
- U.S. Government Freight Transportation Handbook

The U.S. Government Freight Transportation Handbook is managed by the GSA and can be accessed via their website (https://www.gsa.gov/cdnstatic/FreightHandbook2012.pdf). GSA prescribes regulations governing the use of the U.S. Government Bill of Lading – International and Domestic Overseas Shipments, U.S. Government Bill of Lading – Privately Owned Personal Property, commercial bills of lading, and electronic bills of lading that are referenced in 41 C.F.R. Parts 102-117 and 102-118.

This STOS is published and managed by FEMA. Always check the website (www.fema.gov/transportation-programs) for the most up-to-date versions of this and all freight-related documents and current points of contact. You may contact FEMA at:

Federal Emergency Management Agency
Logistics Management Directorate
Transportation Management Branch
Email: FEMA-Transportation-Programs@fema.dhs.gov
Website: www.fema.gov/transportation-programs

According to 41 C.F.R. § 102-117.30, FEMA may negotiate a rate tender with TSPs under 49 U.S.C. § 10721 or 49 U.S.C. § 13712 to acquire transportation or related services for the U.S. Government without charge or at rates reduced from the applicable commercial rates. This STOS is not to be construed, in any way, as the setting of rates or charges by FEMA. TSPs must independently establish their own levels of rates and charges. TSPs submit their rates in response to the FEMA General Request for Offers (RFOs) and, when issued, FEMA One Time Only (OTO) RFOs. All rates must be submitted in accordance with FEMA's rate filing instructions.

Shipments that the Federal government elects to move in Government vehicles and freight subject to specific agency/organization programs or contracts are excluded from the terms and conditions of this STOS.

1.2.1. Use by and for the Government

For all transportation acquired under the terms and conditions of this STOS, the Government is either the consignor or the consignee (see Definitions, **Appendix C**), and the total charges paid to the TSP by the consignor or consignee are for the benefit of the Government.

1.2.2. Use of the Term Transportation Service Provider

The term Transportation Service Provider (TSP) is used throughout this STOS to refer to any party, person, agent or carrier that: (a) provides freight transportation and related services to FEMA or OAFAs, (b) possesses the proper authorities, licenses, and insurance to conduct business as a freight carrier or intermediary, and (c) has been approved by FEMA to participate in this traffic. For the purpose of this STOS, TSPs include motor carriers; air, rail, and ocean carriers; freight brokers; and other transportation intermediaries.

1.2.3. Description of Freight of All Kinds

Shipments under this STOS involve a variety of commodities used by FEMA that are generally described as Freight of All Kinds (FAK). For the purposes of this STOS, FAK consists of those resources that a TSP offers to transport at one inclusive rate or charge regardless of their classification in any other rating system, or differing transportation characteristics. TSPs filing FAK rates may not restrict the application of such rates by imposing any further commodity, density, or classification exclusions.

The following items and commodities will **not** be included as FAK

- Narcotics and dangerous drugs
- Explosives, Class 1, Divisions 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6, as defined in 49 C.F.R. § 173.50
- Radioactive materials requiring a hazardous material label
- Etiologic agents, hazardous waste, or corpses
- Uncrated used household goods or personal effects
- Currency (coins, paper money)
- Postage stamps or stamped envelopes

TSPs should note that FEMA may request shipping some of the commodities excluded from FAK as defined above. In these cases, FEMA will issue a special RFO. TSPs should carefully review these RFOs for changes to the definition of FAK and respond accordingly.

1.3. Acceptance of this STOS

The acceptance of this STOS is a prerequisite for any party, person, agent or carrier desiring to be considered for the transportation of property shipped by FEMA or OAFAs. If a conflict exists between the provisions of this STOS and the provisions named in the FEMA No. 200 or FEMA RFOs, the provisions of this STOS will apply.

1.4. Participation in this STOS

1.4.1. Other Authorized Federal Agencies (OAFAs)

The purpose of FEMA's Tender of Service Program is to enable FEMA to meet its mission of helping people before, during, and after disasters. However, FEMA may choose, at its discretion, to offer transportation assistance to other Federal Agencies for day-to-day moves not associated with disaster response support via an Interagency Agreement. Once an Interagency Agreement is in place between FEMA and a Federal Agency requesting transportation assistance from FEMA, that Agency becomes an Other Authorized Federal Agency (OAFA) eligible for transportation under the FEMA STOS. These moves are typically ordered under the Economy Act (31 U.S.C. § 1535), and all transportation is arranged by FEMA.

1.4.2. Right to Issue RFOs

FEMA manages this STOS and all related RFOs. FEMA issues RFOs under this STOS for FEMA and OAFAs. These RFOs include the FEMA General RFO and One Time Only RFO solicitations. No agency or other organization is authorized to issue its own RFO and reference or plagiarize this STOS without consulting with FEMA. FEMA is the sole authority to solicit rates on behalf of FEMA and OAFAs.

1.4.3. Right to Accept Rate Offers

FEMA is entitled to accept rate offers submitted by approved TSPs in response to any FEMA RFO referencing the terms and conditions of the FEMA STOS, FEMA No. 200, FEMA RFOs, and the U.S. Government Freight Transportation Handbook. All submitted rates must be provided in good faith and are not negotiable until the next rate filing cycle. Submitted rates are final and will be relied upon by FEMA and OAFAs when ordering transportation. If a TSP attempts to increase its rates at the time an order is placed, the increase shall be rejected and the TSP may be immediately placed in temporary nonuse status. Following such an action, FEMA will examine whether the act was egregious and determine whether additional disciplinary actions may be taken against the TSP.

1.4.4. Prohibited Use by TSPs

TSPs are never authorized to reference or use any STOS language to offer or sell their transportation services to agencies or organizations. Violation of this provision may result in a TSP being subject to temporary nonuse, suspension, or debarment, in accordance with 41 C.F.R. Part 102-117, Subpart I and 48 C.F.R. §§ 9.406-3 and 9.407-3.

1.5. Application of this STOS

1.5.1. Bills of Lading (BOL)

The FEMA Tender of Service Program uses Bills of Lading (BOLs) to acquire freight transportation services. The BOL, sometimes referred to as a commercial bill of lading, establishes the terms of contract between a shipper (FEMA or an OAFA) and a TSP. It serves as a receipt of goods, a contract of carriage, and documentary evidence of title according to 41 C.F.R. § 102-117.85).

By accepting this STOS, a TSP agrees that specific terms and conditions of a BOL are included in its rate tender. Specific terms and conditions that apply to the BOL include requirements in the following:

- 49 U.S.C. § 13712
- 41 C.F.R. § 102-117.65
- 41 C.F.R. § 102-118.140

1.5.2. Validity of Tenders

The RFO establishes the specific period of time that a TSP's tenders are valid. Usually, tenders under this STOS are valid for one (1) year with the option to extend them up to one (1) year. FEMA reserves the right to extend an existing tender up to one (1) year beyond the original expiration date. If a TSP chooses not to agree to extend their tender, the TSP will be removed from the system during the final extension period.

1.5.3. Nonresponsive Tender Rule

A nonresponsive tender is defined as a TSP tender that is accepted and distributed for use, but is later found to be in noncompliance with the terms and conditions of this STOS. Nonresponsive tenders are subject to immediate removal by FEMA. The TSP will be notified when tenders are removed under these circumstances and will also be advised of the basis for their removal.

1.5.4. Mileage Determination

Unless otherwise authorized or as provided for in ITEM 180: CIRCUITOUS ROUTINGS OF HAZARDOUS MATERAL SHIPMENTS of FEMA No. 200, all tenders for shipments within the continental United States (CONUS), Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands and between the United States and its territories and other locations will be predicated on the shortest route distance as determined by the version of ALK Technologies PC*MILER identified in the RFO prevailing at the time of the tender. PC*MILER is a software package tailored to the trucking industry that generates point-to-point mileage, routes, and driving instructions over the complete highway system in North America, including Puerto Rico and the U.S. Virgin Islands.

If mileage cannot be determined using ALK Technologies PC*MILER, the TSP may use an applicable mileage guide, book, or other method to determine mileage, subject to verification by FEMA.

1.6. Revising This STOS

This STOS will be revised by FEMA on an as-needed basis, and any such revisions will be published on FEMA's freight transportation website, www.fema.gov/transportation-programs. Only FEMA may change or reissue this STOS.

Unless specifically endorsed by FEMA in writing as part of the publication, versions of this STOS issued by parties other than FEMA, including reprints of the FEMA website pages, electronic copies, or any other form of publication, are null and void.

2. Transportation Service Provider Approval Process

2.1. Approval Requirements Applicable to All TSPs

Participation in the FEMA Tender of Service Program is open to any Transportation Service Provider (TSP) that FEMA has approved for participation. To become a FEMA-approved service provider, TSPs will:

- Accept all terms and conditions of this STOS;
- Perform all services in accordance with applicable Federal, State, and Local laws and regulations;
- Possess the appropriate, current operating authority to perform the freight shipments tendered to the TSP and will produce evidence of that authority upon demand;
- Maintain minimum cargo insurance in the amount of $300,000;
- Maintain public liability insurance as required by Federal, State, and local regulatory agencies; and
- Maintain specific liability insurance for transporting hazardous cargo, if a TSP is transporting such material.

All motor freight, air, ocean, rail and intermodal freight TSPs are required to submit the documents and information listed in Table 1 below via FEMA's Logistics Gateway for FEMA approval. Additional information and approval requirements specific to motor freight TSPs are listed in Section 2.2.

Once a TSP submits all documentation and information required to qualify for participation in this STOS, FEMA's review and decision timeline will vary based on the FEMA Tender of Service Program's staffing levels and workload at the time of the submission. For example, FEMA may suspend its TSP review and approval process during an active disaster when FEMA's Tender of Service Program staff and resources are redirected to support the Federal disaster response. When staffing levels and

workload permit, FEMA will review the TSP's submission to confirm all requirements have been satisfied before approving the TSP as eligible to participate in the FEMA Tender of Service Program.

TABLE 1: FEMA TSP Registration Checklist

Items	Issued By	Contact Information
Department of Transportation (DOT) Operating Authority	DOT	Motor https://www.fmcsa.dot.gov Barge & Ocean http://www.fmc.gov Rail http://safetydata.fra.dot.gov/officeofsafety
Standard Carrier Alpha Code (SCAC)	National Motor Freight Traffic Association, Inc. (NMFTA)	http://www.nmfta.org/pages/scac
Cargo Insurance (at least $300,000)	TSP's Insurance Company or Agent	TSP's Insurance Company or Agent
System for Award Management (SAM) Registration	GSA	https://www.sam.gov/SAM/
Data Universal Numbering System (DUNS) Number	Dun & Bradstreet	http://www.dnb.com/duns-number.html
Register with FEMA's Third Party Payment System (Syncada)	U.S. Bank	Customer.support@usbank.com 800-417-1844
Complete and sign a LSCMS User Request Form and System Rules of Behavior and User Security Agreement	FEMA	www.fema.gov/transportation-programs
Agree to the terms of the FEMA TSP Agreement & Certification Statement	FEMA	www.fema.gov/transportation-programs
Upload copies of current Cargo Insurance, signed FEMA TSP Agreement & Certification Statement, and SCAC Assignment Letter to Logistics Gateway	FEMA	www.fema.gov/transportation-programs
Motor Freight TSP additional requirements	FEMA	See Section 2.2

2.1.1. U.S. Department of Transportation (DOT) Operating Authority

TSP agrees to maintain valid operating certificates for its scope of operations. TSPs must provide their DOT, Motor Carrier or Freight Forwarder number upon request and maintain active operating authority at all times. Loss of operating authority will result in immediate disqualification. Carriers must ensure that the information provided to FEMA is kept up-to-date and reflects an active operating authority.

2.1.2. Standard Carrier Alpha Code (SCAC)

All carriers must obtain a valid SCAC, a unique two-to-four letter code, issued through the National Motor Freight Traffic Association (NMFTA) used to identify transportation companies. To receive or be issued a SCAC, contact NMFTA at 1001 North Fairfax Street, Alexandria, VA 22314, 703-838-1831, or www.nmfta.org. TSPs must ensure their SCAC is active at all times and must provide a copy of their current SCAC Assignment Letter issued by the NMFTA to remain an active carrier for FEMA.

2.1.3. Cargo Insurance

All motor carriers must maintain a minimum of $300,000 in cargo insurance, per shipment, to transport FEMA freight. Cargo insurance must remain active at all times and proof of current, valid cargo insurance must be provided by supplying a certificate of insurance to FEMA. Failure to provide updated information or retain active cargo insurance will result in immediate TSP disqualification. Proof of valid cargo insurance coverage of must be provided for each mode of transportation a TSP wishes to provide to FEMA. TSPs are encouraged to provide proof of cargo insurance coverage on an ACORD Certificate of Liability Insurance Form available from most insurance companies. A point of contact for the TSP's insurance company (i.e., name, phone number, and email address) must appear on the form so that FEMA may verify coverage.

If the value of the cargo exceeds $300,000, TSPs must have current, valid cargo insurance in an amount that covers the full replacement value of the shipment.

2.1.4. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Number

To be eligible to participate in the FEMA Tender of Service Program, all TSPs must first register in the System for Award Management (SAM). The SAM is the online contractor database for the U.S. Federal Government. The SAM collects, validates, stores and disseminates data in support of agency and other eligible user acquisition and award missions. It is a free service. Registration information and procedures can be found at the SAM website: https://www.sam.gov/SAM/ . For assistance with your SAM registration, you may contact the SAM Help Desk at 866-606-8220 or www.fsd.gov.

To register in the SAM, you must first obtain a Data Universal Numbering System (DUNS) number. A DUNS number is also free for Federal contractors, including TSPs participating in the FEMA Tender of Service Program. Please see http://www.dnb.com/duns-number.html for more information regarding DUNS numbers.

2.1.5. Third Party Payment System

FEMA uses an automated, web-based Third Party Payment System (TPPS) to streamline the audit, approval and payment processes associated with transportation-related expenses. U.S. Bank is FEMA's current TPPS provider.

To participate in the FEMA Tender of Service Program, TSPs must be enrolled in Syncada and be certified to receive e-payment for transportation services. Even if otherwise qualified, TSPs that are not enrolled in Syncada will not be eligible to transport freight under the terms and conditions of this STOS.

TSPs may contact U.S. Bank via phone at 800-417-1844 or via email at customer.support@usbank.com for information regarding Syncada Enrollment. See Section 7, Invoicing and Payment, for additional details regarding Syncada.

2.1.6. LSCMS User Request Form and System Rules of Behavior and User Security Agreement

The Logistics Supply Chain Management System (LSCMS) is the internet-based software system that FEMA uses to manage transportation functions. LSCMS provides the capability for TSPs to upload documents for FEMA review and approval, allows FEMA staff to schedule and book transportation with FEMA-Approved TSPs, and allows completed transportation moves to be promoted for payment through Syncada. To obtain access to LSCMS, all TSP users must first fully complete and sign the LSCMS User Request Form and the System Rules of Behavior and User Security Agreement.

The FEMA Tender of Service Program facilitates two levels of LSCMS user access:

- Document Upload – this access allows a user to upload documents that are required for a TSP to become a FEMA-approved TSP. At least one user from each TSP needs Document Upload access to obtain and maintain the TSP's eligibility for the FEMA Tender of Service Program. More than one user may request Document Upload access if desired.

- Logistics Gateway – TSPs are required to use this module within LSCMS that allows TSPs to provide timely, updated information regarding FEMA shipments including trailer number (or container number), trailer license number, delivery status, and other relevant information.

FEMA may request Logistics Gateway access on a TSP's behalf when the following conditions are met:

- The TSP has submitted all of the required documentation and has received an email confirmation from FEMA that they are a FEMA-Approved TSP.
- The email confirmation that informs a TSP that they have been approved for participation in the FEMA Tender of Service Program will include a link to an online training module on how to use Logistics Gateway. A user must complete the training, pass the final test with a score of 80% or higher, and email a copy of their Certificate of Completion to FEMA-LSCMS-USER-ACCOUNTS@fema.dhs.gov .

Once both conditions are met, FEMA may request access to Logistics Gateway on the user's behalf. At least one user from each TSP needs access to Logistics Gateway, but more than one user may request access if desired.

A copy of the LSCMS User Request Form and System Rules of Behavior and User Security Agreement is available at www.fema.gov/transportation-programs. Submit your completed form as a single pdf file to FEMA-Transportation-Programs@fema.dhs.gov .***The LSCMS User Request Form and System Rules of Behavior and User Security Agreement is the only form that FEMA will accept via email. All other required documents must be directly uploaded to LSCMS for FEMA review.***

Once the LSCMS User Request Form has been processed, a FEMA System Administrator will send the TSP an email with a User Name and Password for access to the Logistics Gateway. Please be aware that you must log in to your LSCMS account at least once every 35 days or your account will be automatically de-activated.

2.1.7. FEMA TSP Agreement and Certification Statement

To participate in the FEMA Tender of Service Program, TSPs must agree to the terms and conditions of the FEMA TSP Agreement & Certification Statement (see **Appendix A**). This document is also located on the FEMA website (www.fema.gov/transportation-programs).

Questions about the approval process may be directed to FEMA at:

Federal Emergency Management Agency
Logistics Management Directorate
Transportation Management Branch
Email: FEMA-Transportation-Programs@fema.dhs.gov
Website: www.fema.gov/transportation-programs

2.1.8. Upload Required Documents to Logistics Gateway

After obtaining Document Upload access (as described in Section 2.1.6), TSPs must upload copies of the following documents to LSCMS for FEMA review to become a FEMA-Approved TSP:

- Signed FEMA TSP Agreement & Certification Statement
- Proof of current, valid cargo insurance with coverage of at least $300,000
- Copy of current Standard Carrier Alpha Code (SCAC) assignment letter from the National Motor Freight Traffic Association (NMFTA) (see Section 2.1.2)

Instructions for uploading documents to LSCMS are available on www.fema.gov/transportation-programs. In addition, FEMA will review the TSP's record in the System for Award Management (SAM) associated with the DUNS number provided on the TSP's LSCMS User Request Form to verify the TSP's eligibility status for government award.

2.2. Information and Approval Requirements Applicable to Motor Freight TSPs

In addition to the approval requirements listed in Section 2.1 applicable to all TSPs, Motor Freight TSPs are also subject to the following requirements for full FEMA approval:

2.2.1 File Annual Rates with FEMA

FEMA solicits rates as defined in Section 1.4. Rate offers for the FEMA General RFO must be submitted electronically via FEMA's internet-based Transportation Procurement system. All approved Motor Freight TSPs desiring to do business with FEMA must submit their rate offers on an annual basis following the instructions outlined in this STOS, FEMA RFOs, and in the Transportation Procurement training provided by FEMA. These instructions include:

- The method and procedures for filing
- The dates for rate filing
- The dates for acceptance
- The dates for resubmission and corrections, if applicable
- The notification of accepted rates
- The notification of unaccepted rates
- The instructions and procedures for posting the accepted rates

Electronic rate submission is the method of filing rates for the FEMA Tender of Service Program. All accepted rates are provided to the GSA's Transportation Audit Division for their use in the freight Bill of Lading audit process required by the Federal Management Regulation (41 C.F.R. § 102-118.260). Contact information is on the GSA's Transportation Audit Division website.

TSPs wishing to provide transportation and logistics services to FEMA must log into Transportation Procurement and provide annual rates for both line haul service and accessorial charges. Dates for the next open bid cycle will be announced on www.fema.gov/transportation-programs when available. Instructions on how to access Transportation Procurement and how to submit rates will be provided to TSPs in advance of the open bid cycle.

Motor Freight TSPs that have been approved for participation in the FEMA Tender of Service Program during a time when the rate filing cycle is not open will be qualified to respond to OTO RFOs until the next rate filing cycle opens. Motor Freight TSPs that do not submit rates during the open rate filing cycle may be placed in non-use status and will be ineligible to provide transportation services to FEMA for either the General RFO or OTO RFOs.

TSP rate tenders that do not comply with the rate filing instructions in any RFO will be rejected as nonresponsive.

2.2.2 Transportable Temporary Housing Units (TTHUs)

TSPs who move TTHUs for FEMA are responsible for knowing and abiding by the applicable laws, regulations and specialized equipment requirements for transporting these units. Many of FEMA's TTHUs are classified as oversized loads and may require special permits, banners, flags, escorts, or other special services and considerations. Requirements and any applicable travel restrictions (e.g., interstate only, daylight only, no weekend or holiday movement, etc.) may vary from state to state. FEMA will provide the weight and dimensions of the unit, and it is the TSP's responsibility to ensure they provide the proper equipment and all permits and transportation services to move the TTHU safely and in accordance with all laws and regulations.

2.2.3 Driver Requirements

TSPs are responsible for ensuring that any driver who transports Government freight on their behalf is legally qualified and possesses all necessary documentation. Please refer to the FEMA No. 200, ITEM 3: DRIVER REQUIREMENTS for a detailed description of driver requirements.

2.2.3.1 REAL ID

Passed by Congress in 2005, the REAL ID Act enacted the 9/11 Commission's recommendation that the Federal Government "set standards for the issuance of sources of identification, such as driver's licenses." The Act established minimum security standards for state-issued driver's licenses and identification cards and prohibits Federal agencies from accepting licenses and identification cards for official purposes from states that do not meet these standards.

Beginning on October 1, 2020, Federal agencies may only accept state-issued driver's licenses and identification cards as identification for purposes of accessing Federal facilities (including FEMA facilities) if the license or card was issued by a REAL ID compliant state in accordance with the REAL ID security standards, which means the license or card must include the REAL ID compliant marking. Please check with your state driver's license agency on the process for obtaining a REAL ID-compliant license or identification card.

Please see the U.S. Department of Homeland Security (DHS) website for more information: https://www.dhs.gov/real-id-public-faqs .

2.2.3.2 Transportation Worker Identification Credential (TWIC)

FEMA recommends the use of drivers that are Transportation Worker Identification Credential (TWIC) card holders. Possession of a TWIC card can facilitate access to certain freight origins and destinations such as maritime facilities and government installations. If a driver needs access to a facility that requires TWIC and does not have a TWIC card, access can occasionally be provided via a security escort into the facility. However, FEMA cannot guarantee entry onto a property not controlled by FEMA. TSPs will be fully responsible for payment of any and all costs associated with a security escort or may be required to have a driver that possesses a TWIC card for access to installations that levy this requirement.

Please see the Transportation Security Administration website for more information regarding the TWIC program: https://www.tsa.gov/for-industry/twic .

3 FEMA Tender of Service Award Process

FEMA obtains transportation services from TSPs approved for participation in the FEMA Tender of Service Program using two methods:

1. FEMA may fulfill a transportation requirement using the rates that TSPs submitted to FEMA during the open rate filing cycle. This only applies to freight being moved by truck. FEMA does not award specific lanes to specific vendors. Instead, FEMA accepts all rates that are submitted by TSPs into our system and individual moves are awarded to TSPs as the need arises. FEMA will search LSCMS for TSPs that submitted rates supporting the lane for which transportation is required, and the results will be ranked in order from least expensive to most expensive. FEMA will then select a TSP for the move based on the Best Value for the Government. Consideration may be given to a number of factors including cost, past performance, capacity, factors specific to the requirements of the move, or others. Please see Section 6: Service Performance Evaluation for details on how TSP performance is evaluated. FEMA will reach out to TSPs directly when they are being offered a transportation opportunity.

2. FEMA may issue an OTO (or spot bid) opportunity to TSPs. This applies to all air, maritime, and rail transportation. OTOs may also be used for truck-based transportation requirements with unique needs or any move for which FEMA does not have rates in the system. FEMA issues OTO opportunities via email to groups of carriers according to the modes of transportation they have indicated they would like to provide on their LSCMS User Request Form. Not all TSPs will be contacted for every OTO opportunity. Instead, FEMA issues OTOs to groups of TSPs on a rotating basis to enable all FEMA-Approved TSPs a fair opportunity to bid on OTOs to the extent possible. As above, FEMA will select a TSP for the move based on the Best Value for the Government from among the bids submitted in response to the OTO. FEMA will reach out to TSPs directly when they are being offered an OTO opportunity.

Here are some additional important facts to keep in mind regarding the FEMA Tender of Service Program award process:

- Registration with the FEMA Tender of Service Program does not guarantee that you will be offered transportation opportunities with FEMA.

- FEMA's transportation needs are highly dependent on disaster response requirements. The FEMA Tender of Service Program fulfills transportation needs for incidents that are impactful enough to require a National-level response. There may be times when FEMA has very few transportation requirements as well as times when FEMA has an urgent need for a great deal of transportation support.

- FEMA may reach out to TSPs at any time, 24/7, for transportation assistance. It is important to provide FEMA with a single point of contact (email and phone #) that is monitored 24 hours per day.

- FEMA does not have a load board and does not use automated tendering. FEMA will contact TSPs directly if you are being offered a load.

4 Statement of Work

Shipments of freight are tendered to a TSP. That TSP is responsible for the actions of all parties, persons, agents, or carriers performing services associated with a FEMA or OAFA freight shipment tendered to that TSP. The terms and conditions of this STOS are binding on that TSP and all parties, persons, agents or carriers performing services associated with a FEMA or OAFA freight shipment tendered to that TSP. In this regard, freight brokers, forwarders, and other intermediaries have a particular responsibility to ensure that freight shipments tendered to them are properly handled throughout the shipment life cycle.

TSP responsibilities are defined in this STOS, FEMA No. 200, FEMA RFOs, and the U.S. Government Freight Transportation Handbook. TSPs participating in the FEMA Tender of Service

Program are expected to be familiar with these documents as they contain the terms, conditions, and procedures to be used when moving freight for FEMA or OAFAs.

TSPs accepting shipments under this STOS must maintain effective service controls for prompt and complete performance of all ordered transportation. This includes, but is not limited to, providing appropriate security, ensuring safety of shipments, and oversight of additional parties used in-transit. All service charges must comply with agreed upon rates.

4.1. Specific Functions

The following overriding quality assurance principles apply to all shipments under this STOS. The TSP must provide:

- Adequate terminal facilities at origin to effectively service FEMA or OAFAs
- Adequate facilities at destination to effectively deliver the shipment to FEMA or an OAFA
- Pickup and delivery pursuant to the standards set forth in this STOS
- Equipment, approved by FEMA personnel in terms of condition and kinds, that is necessary to perform service as outlined in this STOS Statement of Work. Equipment found unsuitable for freight loading or unloading will be rejected. A copy of the FEMA Trailer Inspection Checklist is included in **Appendix E**.
- Transportation services which represent best value to the Government, combining both cost and performance metrics
- Equipment spotting in accordance with the consignor or consignee's instructions
- Loading as directed by the consignor
- Exclusive use of equipment, when requested and annotated on the BOL
- Accessorial and special services, when requested or annotated on the BOL
- Prompt inspection of damaged material
- Acknowledgement of all claims within 30 days and settlement of all claims for loss or damage attributable to TSP liability within 120 days (see 49 C.F.R. §§ 370.5, 370.9, 1005.3, & 1005.5)
- Protection from elements and securing of the loads
- Transportation of hazardous materials included in the definition of FAK in accordance with 49 C.F.R. Parts 171 through 180, and as described in 41 C.F.R. §§ 102-117.200 through 102-117.210
- Inside pickup or delivery, when requested and annotated on the BOL
- All services (for example: spotting of trailers, assisting in the loading of freight into conveyance, and reporting to the FEMA/OAFA shipping facility at the requested time), as requested by the designated FEMA/an OAFA shipping facility representatives, for shipments tendered
- Acceptance of FAK cargo as defined in this STOS. No refusals or selective acceptance of cargo is allowed.

- Continuous control of shipments. TSPs are required to access FEMA's Logistics Gateway to provide timely, updated information regarding FEMA shipments including trailer number (or container number), trailer license number, delivery status, and other relevant information requested by FEMA. When requested by either a representative of the consignor or consignee, the TSP will monitor and track shipments to ensure prompt completion of all required service as well as giving status and location of a shipment upon request.
- Proof of delivery that can be viewed or downloaded from Logistics Gateway for any shipment that FEMA determines is needed to verify the TSP's delivery certification on the BOL
- Return of shipment service. In the event a TSP is required to return a shipment to the original shipping location as ordered by FEMA or an OAFA, the TSP will assess the line haul rate applicable to the tender. The TSP will obtain the necessary amendment or documentation from FEMA or the OAFA ordering the additional movement.
- A copy of the FEMA BOL and any packing slips associated with the move they have been tendered when arriving at a FEMA Distribution Center, Incident Support Base (ISB), or other origin or destination
- A copy of the FEMA BOL with the Trailer Number displayed when retrieving an empty trailer released by FEMA

4.2. Inspection

Inspections can occur in one of two ways: (1) scheduled by the Government; or (2) impromptu at any time by authorized representatives of the Government. Authorized representatives are from the BOL Issuing Office, which is generally defined as FEMA personnel. These personnel, with valid Government credentials, have the right to inspect TSP facilities including, but not limited to TSP equipment, terminals, stations, and warehouses.

Authorized representatives of FEMA/an OAFA have the right to inspect the performance of services during, loading, pickup, and delivery, as well as any other services performed by the TSP in connection with any shipment handled under the provisions of this STOS.

Authorized representatives may inspect the performance of services at the agency shipping facility, at the TSP terminal facilities, or at consignee receiving facilities during regular office hours or at any time that work is being performed. The TSP must furnish authorized representatives with free and reasonable access to the facilities, and the TSP must provide any Government requested assistance to accomplish the inspection process.

When authorized representatives of FEMA/OAFA determine that facilities, equipment, or services do not meet the terms, conditions or specifications prescribed by this STOS, the TSP or its agent must

cooperate fully to promptly correct the deficiency by taking appropriate action at no additional cost to the Government.

If an inspection results in a negative finding, FEMA/the OAFA shall issue a written report of necessary corrective action. The TSP must cooperate fully to promptly correct the deficiency by taking appropriate action at no additional cost to FEMA/the OAFA. If the TSP fails to comply, this may result in a TSP being subject to temporary nonuse, suspension, or debarment, in accordance with 41 C.F.R. Part 102-117, Subpart I and 48 C.F.R. §§ 9.406-3 and 9.407-3.

Carrier trailers must meet DOT standards and state licensing and registration requirements for the state in which they are registered upon assignment to a U.S. Government mission. Trailers found to be unserviceable will be rejected and the carrier will be responsible for providing a replacement trailer that meets DOT standards within 4 hours. FEMA also reserves the right to reject any equipment that it deems inadequate to perform transportation services due to its defective condition, and the carrier will be responsible for providing a replacement within 4 hours.

4.3. Pickup Services

TSP pickup service includes arriving on time for pickup with the type and quantity of equipment ordered by the shipper. The shipper may inspect the TSP's equipment upon arrival and, if determined unsuitable for freight loading, reject the equipment. No charges are due the TSP for equipment rejected for valid reasons. The TSP will be provided the Government’s reason for rejecting the equipment.

When ordering equipment or requesting a pickup date, TSPs will receive advance notice from the ordering agency or eligible user organization. Unless an unusual amount or type of equipment is requested, TSPs will be notified the afternoon prior to the day the equipment is needed unless other arrangements are made. However, in some circumstances, TSPs may be required to perform same day pickup service. TSPs will not be penalized if they are unable to provide this type of expedited service.

Pickup service is measured from the information on the BOL that shows the requested time and date of pickup, and from shipment status updates the TSP provides via Logistics Gateway (see Section 3.4, Tracking Shipments, for more information).

Pickup may be delayed only if the TSP has requested and received permission to delay from the FEMA ordering official; otherwise the shipment pickup will be considered late and will be noted in the TSP’s performance metrics (see Section 5, Service Performance Evaluation, for more information). The FEMA Transporter must record any permitted delay in LSCMS.

4.4. Tracking Shipments

TSPs must agree to allow FEMA to install a transponder on the trailer or container carrying a FEMA shipment, as required. Once installed, the TSP accepts financial and physical responsibility for the transponder. The transponder will be installed and removed by FEMA personnel. If FEMA personnel are not available at the destination to remove the device, the TSP will remove and return the transponder to the FEMA point of contact in accordance with the instructions provided by FEMA at the origin. Payment for transportation services may be delayed should the transponder not be returned promptly. TSPs that do not abide by these terms may be considered ineligible for FEMA transportation tenders as a result.

TSPs are required to access FEMA's Logistics Gateway to provide timely, updated information regarding FEMA shipments including trailer number (or container number), trailer license number, delivery status, and other relevant information requested by FEMA. Failure to adhere to his requirement may result in a TSP being subject to temporary nonuse, suspension, or debarment, in accordance with 41 C.F.R. Part 102-117, Subpart I and 48 C.F.R. §§ 9.406-3 and 9.407-3.

In addition to the above requirement, FEMA may also make specific requests for tracking information. Requests by FEMA to have a shipment tracked will be made through:

- The origin TSP's centralized tracking system, if such a system is available, or
- The TSP's origin terminal Point of Contact (POC).

Upon receiving a request, the origin TSP will immediately initiate tracking through its entire system (including any interlining TSPs) and provide an immediate reply to the requestor or requestor's identified POC. Offering FEMA/OAFAs direct access to their automated tracking system does not eliminate a TSP's responsibility to provide tracking information upon request.

4.5. Completion of Service

Service is complete once the freight has been delivered and the TSP has updated the load in Logistics Gateway to reflect a status of "Delivered," provided that all other destination services are completed to the satisfaction of FEMA/the OAFA. The TSP to whom the shipment was tendered is responsible for the shipment from pickup through delivery and all other services required by the BOL. If any other person, party, agent, or carrier is engaged to complete the required service, the TSP is responsible for the performance of those parties. Quality assurance is always the responsibility of the tendered TSP.

4.6. Instructions Concerning Undelivered Freight

For shipments that cannot be delivered due to the consignee's inability or refusal to receive or accept the shipment, the TSP must notify FEMA within one business day and request additional handling or forwarding instructions from both the consignee and the consignor.

4.7. Charges

All shipments transported under this STOS are subject to the rules and accessorial charges and rates published in FEMA No. 200. No charges derived from a TSP's independent actions (for example, TSP's rules or accessorial tariffs) or bureau published tariffs that deviate from FEMA No. 200 are acceptable. Annual rates submitted by motor freight TSPs are final. As noted in Section 1.4 of this document, if a TSP attempts to increase its rates at the time an order is placed the increase shall be rejected and the TSP may be immediately placed in temporary nonuse status.

4.8. Special Services

Only special or accessorial services annotated on the BOL by the consignor or provided by an amendment to the BOL are authorized and will be paid by FEMA/an OAFA.

4.9. Hazardous Materials

To carry hazardous materials, a TSP must be qualified to carry hazardous materials and follow the procedures for shipping hazardous materials as defined in 49 C.F.R. Parts 171 through 180, and as described in 41 C.F.R. §§ 102-117.200 through 102-117.210. TSPs are responsible for obtaining and maintaining all necessary licenses and permits to transport any hazardous materials tendered to them. Consult FEMA No. 200 for additional information specific to carrying hazardous material.

Each TSP that picks up or transports a hazardous material shipment must maintain emergency response information as specified in 49 C.F.R. § 172.602. The TSP must have a hard copy of the current U.S. Department of Transportation's Emergency Response Guidebook in its possession at all times. All vehicles transporting hazardous materials by ground must display placards appropriate for the materials being transported and all cargo must have applicable labels and markings.

4.10. Freight Transit Time

4.10.1 Transit Time for CONUS Motor Freight Shipments (Including Canada)

Motor Freight shipments moving in CONUS will move according to the following transit time table:

Table 2: CONUS Motor Freight Transit Time in Business Days

Distance	Truckload (TL)	Less Than Truckload (LTL)
<= 500 miles (805 km)	1	3
501 - 1000 miles (806 - 1610 km)	2	4
1001 – 1500 miles (1611 – 2415 km)	3	5
1501 – 2000 miles (2416 – 3220 km)	4	6
2001 – 2500 miles (3221 – 4025 km)	5	7
> 2501 miles (4026 km)	6	7

Transit time for CONUS Motor Freight starts the business day after pick-up and ends on the day the shipment has been offered for delivery or delivered.

In general, transit time will not start on weekends and Federal holidays, and Saturday, Sunday and Federal holidays do not count in the transit time. However, specifics within an RFO can override the transit time calculation. An example of this would be a customer stating a required delivery date (RDD) on the BOL or a statement in the RFO requiring a movement from California to Arizona (1001-1500 miles) with a two (2) day transit time versus the three days reflected in the table above.

A delivery date that falls on a non-business day (weekend or Federal holiday) will automatically be moved to the next business day. TSPs will not be penalized if they refuse to voluntarily make Saturday, Sunday, or Federal holiday delivery. However, if FEMA requires delivery on Saturdays, Sundays, or Federal holidays, it must be delivery within the time specified by FEMA. Delivery of shipments on non-business days will be subject to FEMA No. 200 terms under ITEM 485-WH: WEEKEND & HOLIDAY SERVICE.

Exceptions to transit time standards:

- Required Delivery Date (RDD) in the RFO and/or on the BOL is less than the standard transit time (ITEM 480: EXPEDITED SERVICE in FEMA No. 200 will apply)
- Oversize, overweight, or HAZMAT shipments that have movement constraints (for example, daylight movement only)

Transit times for motor freight shipments to Canada will follow the guidelines for CONUS shipments.

4.10.2 Transit Time for Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Commonwealth of the Northern Mariana Islands (CNMI), and American Samoa Shipments

It is FEMA's intention to only solicit through rates (i.e., a rate applicable for transportation all the way from point of origin on the BOL to destination on the BOL) for shipments to or from Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, CNMI, and American Samoa.

For all shipments to or from Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, CNMI, and American Samoa, transit time will not exceed 30 business days. Transit time for shipments to or from these locations starts the calendar day after pick-up and ends on the day the shipment has been offered for delivery or delivered.

A delivery date that falls on a non-business day (weekend or Federal holiday) will automatically be moved to the next business day. TSPs will not be penalized if they refuse to voluntarily make Saturday, Sunday, or Federal holiday delivery. However, if FEMA requires delivery on Saturdays, Sundays, or Federal holidays, it must be delivery within the time specified by FEMA. Delivery of shipments on non-business days will be subject to FEMA No. 200 terms under ITEM 485-WH: WEEKEND & HOLIDAY SERVICE.

Exceptions to standard transit times could include oversize, overweight, or HAZMAT shipments that have movement constraints (for example, daylight movement only).

4.11. Dropped Trailers/Containers and Trailer/Container Recovery

FEMA reserves the right to relocate dropped trailers or containers as the agency deems necessary. Depending on circumstances, detention time of a dropped trailer or container may exceed 60 days or more. Please see FEMA No. 200, ITEM 1310: RELOCATION OF DROPPED TRAILERS, for information regarding applicable charges for dropped trailers.

TSPs will be notified via email and/or telephonically as soon as a trailer is available for recovery. If a carrier fails to recover its trailer, container, or other asset (herein referred to as "unit") within 72 hours of notification that the trailer is available for recovery, the U.S. Government will impose a penalty on the carrier. The penalty will accrue daily in an amount equal to the daily detention, rental or use fee that the carrier charges for that unit. The penalty will continue to accrue for each 24-hour period, or any portion of a 24-hour period thereof. If a carrier fails to recover the unit within 120 hours of notification, the U.S. Government will consider the unit voluntarily abandoned and will commence with required procedures to dispose of voluntarily abandoned personal property in accordance with 41 C.F.R. Part 102-41, Subpart C. Any expenses incurred by the U.S. Government for storage of the unit,

processing the abandonment, or disposal will also be charged to the carrier. Any vendor/owner that has three (3) failures to recover within a one-year period will be considered unreliable and will be subject to temporary nonuse, suspension, or debarment, in accordance with 41 C.F.R. Part 102-117, Subpart I and 48 C.F.R. §§ 9.406-3 and 9.407-3. No trailer recovery fees will be paid to TSPs.

4.12. Option for Agency to Purchase Trailer/Container for Fair Market Value

The U.S. Government is responsible for detention of a carrier's trailer/container after the specified free time expires and will continue to pay detention until the carrier receives notification the trailer/container is available for return to the carrier. However, upon notification from the U.S. Government that the trailer/container is available for return to the carrier, detention costs will cease. The U.S. Government shall not pay detention fees in excess of the fair market value of the trailer/container. The U.S. Government will have the option to pay the carrier the fair market value of the trailer when detention exceeds the fair market value of the trailer/container. Detention fees paid prior to the date of payment of full market value will be credited to that payment.

5 Loss or Damage Claims

5.1. Liability and Loss or Damage Claims

Notwithstanding any provision of 41 C.F.R. Parts 102-117 and 102-118, cargo transported under provisions of this STOS will be valued at replacement load value unless otherwise stated on the document that constitutes the contract of carriage. This is generally the Bill of Lading (BOL). Full value is stated in U.S. dollars and is considered the replacement value of the cargo for reimbursement purposes. In order to ensure that full value protection is provided to Government shipments, the shipping organization must provide proof of the replacement value of the shipment.

To avoid risk to the Government if a loss or damage claim becomes necessary, FEMA and OAFA must also accurately describe the cargo on the BOL. The shipper must describe property in enough detail for the TSP to determine the type of equipment or any special precautions necessary to move the shipment. Details might include weight, volume, measurements, routing, hazardous cargo, or special handling designations (see 41 C.F.R. § 102-117.125).

Loss or damage claims attributable to the TSP's performance must be acknowledged and settled in accordance with the provisions of 49 C.F.R. Parts 370 and 1005. TSPs must be accommodating throughout the claims process by providing a designated point of contact responsible for assisting with processing claims, and by providing information, such as a standard document used to file claims, to assist FEMA and OAFAs with processing claims in an efficient and timely manner.

In addition to supplying the information required by 49 C.F.R. Parts 370 and 1005, when FEMA/an

OAFA is filing a single or aggregate claim against a TSP, it may also include but is not limited to:

- Reports
- Records
- Historical agency/organization files

If FEMA/an OAFA files an aggregate claim against an individual TSP, each item must be settled and responded to separately by the TSP. For example, the claim must have the claimed amount with the supporting documentation for each claim on the aggregate filing as if they were individual claims.

The TSP must provide an initial report in writing to FEMA not later than the first business day after the incident. In addition to providing a full summary of the incident in the initial report, if applicable, the initial report must also include a description of any event of major significance that contributed to the loss, damage, or delay to the shipment(s), such as theft or seizure of cargo, strikes, embargoes, fires, or other similar incidents. The TSP must also follow up the initial report with a detailed written report no later than five business days after the incident that includes an assessment of the loss or damage, delays encountered and final disposition of the property. The required information includes:

- Type of incident;
- Location of incident;
- Description of any hazardous cargo;
- BOL Number and date issued;
- BOL issuing office;
- Origin;
- Destination;
- Date shipment received by TSP;
- Required Delivery Date, if applicable;
- Date and time of incident;
- Estimated amount of loss and extent of damage;
- Current status of the shipment(s), including new estimated time of arrival (ETA);
- Location of the shipment(s), if applicable; and
- Copies of incident reports, including police reports or internal crash reports.

If a TSP contends the damage or loss was caused by a third party, the TSP will be liable to FEMA/the OAFA for damages. If allowable under law, the TSP may attempt to recover losses from the third party. Also, if the TSP's insurer pays the claim, if applicable, the insurer may seek recovery through subrogation.

If a TSP's insurance does not fully cover damages, the TSP will be required to cover the difference between their insurance coverage and the replacement value of the load. When FEMA files a claim with a TSP, FEMA will only address the claim directly with the TSP. Throughout the entire claims process, the TSP shall act as an intermediary between their insurer and FEMA. Generally, FEMA will not communicate directly with the TSP's insurer.

Failure of a TSP to comply with requirements associated with loss or damage claims may result in temporary nonuse, suspension or debarment in accordance with 41 C.F.R. Part 102-117, Subpart I and 48 C.F.R. §§ 9.406-3 and 9.407-3. Delays caused by a TSP's insurer does not excuse adhering to timeline requirements of acknowledging, investigating, and finalizing disposition of claims in accordance with 49 C.F.R. Parts 370 and 1005, and may also result in temporary nonuse, suspension, or debarment.

5.2. Damage to Government Furnished Equipment

TSPs are required to inspect government furnished property (such as government-owned trailers, transponders, or other equipment) and must provide written notice of any damages to the government furnished property prior to departure from the origin. If no written notice is provided, an assumption shall exist that the property was not damaged until after it transitioned into the TSP's possession.

If any repairs or service to government furnished property are required while in a TSP's possession, including the repair or replacement of a flat tire, the TSP must report the needed repair and first seek approval from FEMA prior to proceeding with any service or repairs. The TSP must submit all bills for repairs or service to FEMA.

Failure of a TSP to comply with requirements associated with loss or damage claims may result in temporary nonuse, suspension or debarment in accordance with 41 C.F.R. Part 102-117, Subpart I and 48 C.F.R. §§ 9.406-3 and 9.407-3.

5.3. Trailers Damaged for Agency Missions

If a carrier claims the U.S. Government's actions damaged a trailer, it is the responsibility of the carrier to provide the evidence to support the claim. Claims will be processed in accordance with 44 C.F.R. Part 11, Subpart B. To initiate the claims process, TSPs should submit a Standard Form 95 (SF-95), "Claim for Damage, Injury or Death," describing the basis and details of the claim. Completed SF-95s should be submitted to:

Federal Emergency Management Agency
Office of Chief Counsel, Mission Support Legal Division
500 C Street SW
Washington, DC 20472

5.4. Lost Freight (Astray Freight)

If the freight noted on the BOL is lost, the TSP will follow these procedures to locate the missing freight and to notify FEMA:

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

- When the consignee cannot be determined from the markings on the freight or shipping documents, but the TSP is able to determine that the property belongs to FEMA/an OAFA, then the TSP will contact FEMA/the OAFA for disposition instructions.

6 Service Performance Evaluation

Outstanding performance in freight shipping is the paramount goal of this STOS. This section, along with the rest of this document, describes the performance standards necessary to ensure a TSP is considered for repeat business from FEMA/OAFAs.

6.1. TSP Performance Reviews

Per 41 C.F.R. § 102-117.280, important TSP performance measures may include, but are not limited to the:

- TSP's percentage of on-time deliveries;
- Percentage of shipments that include overcharges or undercharges;
- Percentage of claims received in a given period;
- Percentage of returns receive on-time;
- Percentage of shipments rejected;
- Percentage of billing improprieties;
- Average response time on tracing shipments;
- TSP's safety record (accidents, losses, damages or misdirected shipments) as a percentage of all shipments;
- TSP's driving record (accidents, traffic tickets and driving complaints) as a percentage of shipments; and

- Percentage of customer satisfaction reports on carrier performance.

The metrics FEMA currently uses to evaluate TSP performance include, but are not limited to:

1. **Transportation Service Provider (TSP) Withdraws From Commitment**
   The TSP has committed verbally and/or accepted a transportation tender from FEMA which resulted in the generation of a BOL. All BOLs are subject to the terms and conditions of the FEMA STOS.

2. **Transportation Service Provider (TSP) Refusal to Accept Transportation Tender**
   The TSP refuses to accept the tender at the pre-established rates submitted to FEMA or the accepted FEMA OTO rate. Any new/or adjusted rates cannot be submitted until the next FEMA rate filing cycle. It is the TSP's responsibility to ensure correct rates are submitted along with the appropriate accessorials. If a TSP is not able to honor the submitted rate, this will constitute a refusal of shipment.

   This metric also includes the TSP availability to accept the shipment. Therefore, if a TSP is not available to accept the shipment by phone or email this will be captured as a refusal. Further, this metric includes the TSP's ability to satisfy unique requirements of the shipment. If the TSP does not possess adequate equipment to complete the movement, this will also be considered a refusal of shipment.

3. **Transportation Service Provider (TSP) Fails to Meet Required Delivery Date (RDD)**
   It is the responsibility of the TSP to ensure delivery by the RDD as indicated on the BOL. Failure of a TSP to meet this requirement in accordance with the stated RDD for a shipment will be considered a failure to meet the RDD.

4. **Transportation Service Provider (TSP) Fails to Provide In-Transit Visibility (ITV)**
   TSPs are required to access FEMA's Logistics Gateway to provide timely, updated information regarding FEMA shipments including delivery status. In addition, TSPs must also provide immediate tracking information and delivery status updates regarding shipments upon request. Offering the Government direct access to the TSP's automated tracking system or providing updates via FEMA's Logistics Gateway does not eliminate a TSP's responsibility to provide tracking information upon request. Failure of a TSP to meet either requirement will be considered a failure to provide adequate ITV.

5. **Transportation Service Provider (TSP) Fails to Meet Pickup Time**
   It is the responsibility of the TSP to ensure pickup of the shipment by the time indicated on the BOL. Failure of a TSP to meet this requirement in accordance with the stated pickup time for a

shipment will constitute a failure to meet the pickup time.

6. **Transportation Service Provider (TSP) Loses or Damages Shipment**
   It is the responsibility of the TSP to ensure that any items they move for FEMA arrive at the intended destination in the same condition they were in at the shipment's origin. The shipment will be deemed lost or damaged by the TSP if FEMA staff observe and document either of the following conditions at the destination: (1) the seal on a trailer was broken and part or all of the expected shipment is missing from the trailer, or (2) part or all of the shipment arrived at the destination damaged, either of these conditions will count as the TSP losing or damaging the shipment.

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

- Complaints (both written and oral) submitted by FEMA/OAFA personnel, shipping facility operating personnel, or consignee;
- Reports obtained or formulated from TSP pickup records, history files, finance payment records, or FEMA data audits;
- Serious incident reports; and
- Other TSP performance information collected by or for FEMA.

FEMA can, and will, also use the following information in evaluating a TSP's performance:

- Ability to provide accessorial and special services;
- Adherence in observing Federal, State, local, and FEMA/OAFA shipping facility regulations; and
- Unwarranted refusal of shipments or selective acceptance of shipments, which are prohibited by this STOS.

6.2. TSP Performance Service Failures

FEMA will take corrective action against TSPs who have displayed any of the service failures noted in the above metrics. The specific actions that FEMA will take depend on the TSP's level of compliance with service requirements and are shown in Table 3. TSP compliance rate is calculated as follows:

$$\text{TSP Compliance Rate} = 1 - \left(\frac{Total\ \#\ of\ Service\ Failures}{Total\ \#\ of\ Moves}\right) * 100$$

Table 3: TSP Service Compliance Rates & Actions

Compliance Rate	*Action*
95% - 100%	None
83% - 94%	Memorandum of Concern
71% - 82%	Memorandum of Warning
61% - 70%	30 Day Suspension
60% and Below	Recommend Removal (6 months)

If a TSP is issued a Memorandum of Concern or a Memorandum of Warning, instructions will be provided within the memorandum regarding how they may contact FEMA to discuss and correct the issue.

TSP compliance rates are used to identify FEMA's Preferred TSPs based on past performance, as shown in Table 4. TSP bids for transportation services are evaluated and selected based on a number of factors including past performance, price, best value for the Government, and other considerations.

Table 4: FEMA's Preferred TSPs

FEMA Preferred TSP Level	*Compliance Rate*
TSP Alpha	95% - 100%
TSP Bravo	83% - 94%
TSP Charlie	71% - 82%

The TSP actions listed below are of such importance that one violation could result in the TSP being placed in temporary nonuse, suspended or debarred in accordance with 41 C.F.R. Part 102-117, Subpart I and 48 C.F.R. §§ 9.406-3 and 9.407-3. These actions include, but are not limited to:

- Willful violations of this STOS;
- Actions or lack thereof that results in shipments tendered under this STOS being delayed, detained, or seized;
- Failure to maintain proper insurance coverage;
- Operating without legal authority; and
- Failure to have in its possession a current copy of the U.S. Department of Transportation Emergency Response Guidebook while transporting hazardous material, as referenced in Section 3.9

6.3. Temporary Nonuse

Temporary nonuse (see 49 C.F.R. § 102-117.290(a)) of a TSP is initiated by FEMA for a period not to exceed ninety (90) calendar days.

Temporary nonuse may be imposed for:

- Willful violations of the terms of the STOS or the rate tender;
- Persistent or willful failure to meet requested packing and pickup service;
- Failure to meet required delivery dates;
- Violation of Department of Transportation (DOT) hazardous material regulations;
- Mishandling of freight, damaged or missing transportation seals, improper loading, blocking, packing or bracing of property;
- Improper routing of property;
- Subjecting Government shipments to unlawful seizure or detention through financial irresponsibility (for example, failing to pay debts);
- Operating without legal authority;
- Failure to settle claims according to Government regulations; or
- Repeated failure to comply with regulations of DOT, Surface Transportation Board, State or local governments or other Government agencies.

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

- The start and end dates of the proposed temporary nonuse;
- The extent or scope of the proposed temporary nonuse, including the specific transportation facilities to which the period of exclusion will be applicable; and
- The facts used to support the specified cause(s) for temporary nonuse.

6.4. Timelines for Corrective Actions and Referrals

Upon receipt of the initiating officer's notice of proposed temporary nonuse, the TSP must take corrective action or request further review and information. The TSP has seven calendar days during which it may submit in person, in writing, or through a representative, rebuttal information and arguments opposing the temporary nonuse.

The initiating officer has a period of five working days to render a decision based on the TSP's rebuttal and any opposing arguments.

The TSP may file an appeal of the initiating officer's decision to an agency reviewing official,

provided that the agency receives the request for review within five working days of receipt of the transportation officer's decision.

FEMA requires that all parties to a temporary nonuse decision use e-mail, certified mail, return receipt requested, or comparable service (such as USPS signature confirmation or signature delivery service from UPS or FedEx), to ensure that the start-the-clock date for each of these steps is recorded and can be verified.

7 Invoicing and Payment

7.1. Invoicing

All freight TSPs operating under this STOS must submit their invoices electronically through FEMA's third-party payment system Syncada, the U.S. Bank Freight Payment System. TSPs servicing FEMA are required to be enrolled in and utilize Syncada for all invoicing.

Syncada is used to pay for shipments. All TSPs must submit a copy of the final electronic invoice to Syncada, and FEMA will make payment to TSPs through the Syncada system. TSPs may contact U.S. Bank via phone at 800-417-1844 or via email at customer.support@usbank.com for information regarding Syncada enrollment, training and troubleshooting.

7.2. TSP Invoice Procedures

The preferred method of submitting invoices to Syncada is using EDI 210. Other available methods include: (a) creating an invoice from an order; or (b) copying an existing invoice and updating the appropriate line item and header information. If these options are unavailable, then invoices may be manually created in Syncada. TSPs will utilize Invoice Manager, which is easy to navigate and offers a variety of options to fit how each TSP performs day-to-day tasks.

7.3. TSP Training

U.S. Bank Freight Payment offers training for the Syncada application for both new and existing TSPs that is available online once TSPs have enrolled with U.S. Bank. Syncada users can access the training portal via the Syncada homepage and have access to multiple types of training including on-demand sessions, weekly facilitated training and access to quick reference guides and watch and learn sessions. The training portal can be found at the following link: (fps-ops-prd.us.bank-dns.com/USBank/Help.aspx). For questions on how to access training in U.S. Bank Freight Payment please contact them at 800-417-1844 or at customer.support@usbank.com.

8 Reporting Requirements

8.1. FEMA Shipment Spreadsheet

In addition to providing ITV tracking information, upon request, TSPs will be required to submit an Excel spreadsheet containing the shipment details for all of the FEMA shipments the TSP has moved within a specified timeframe. Spreadsheets are generally requested when FEMA requires a high volume of transportation moves, such as during disasters. The purpose of the spreadsheet is to verify shipment information (such as BOL number, trailer number, pick up date, delivery date, etc.) and to improve In Transit Visibility.

A FEMA representative will request a FEMA Shipment Spreadsheet from the TSP when required. A template of the required Excel spreadsheet format is posted on www.fema.gov/transportation-programs, and a copy is also included in **Appendix B**.

APPENDIX A – FEMA Transportation Service Provider Agreement & Certification Statement

FEMA Transportation Service Provider (TSP) Agreement & Certification Statement

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 Federal Emergency Management Agency (FEMA or the Agency).

FEMA will transmit and receive using the Internet such transaction sets or 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 (TSPs) recognized by FEMA 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 TSPs. Further, the use of any electronic equivalent of a standard business document referenced in Paragraph 3 will be deemed an acceptable business practice and that no TSP 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 4, is subject to the terms and conditions of the following documents: FEMA Standard Tender of Service (STOS), the FEMA Uniform Rules Tariff No. 200 (FEMA No. 200), and FEMA Request for Offers (RFO).

4. TERMS AND CONDITIONS

A. FEMA will place electronic documents in a publicly accessible directory on FEMA's Freight Transportation webpage (www.fema.gov/transportation-programs). FEMA will receive documents and communication from confirmed TSPs via the established FEMA email box (FEMA-Transportation-Programs@fema.dhs.gov).

B. FEMA will bear the costs of maintaining and managing the FEMA infrastructure. FEMA's TSPs are responsible for all costs associated with maintaining and sending required documents and communications to FEMA.

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 FEMA STOS.

D. FEMA will not be responsible for any damages incurred by a TSP as a result of missing or delayed transmissions.

E. Any document placed in a directory or website maintained by FEMA is to be considered valid and authentic backed by the same guarantees of legitimacy as are found in a paper transaction. Likewise, any document from a TSP will be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in a paper transaction.

F. The carrier/freight forwarder that is the TSP party to this agreement authorizes FEMA or any other authorized Federal agency to offer the electronic rate file if required by any Federal agency charged with governance or regulation of the Interstate Commerce Act provisions under 49 U.S.C. § 10721 or 49 U.S.C. § 13712.

G. In the event a carrier/freight forwarder uses a broker or filing service to file its rates with FEMA, 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 TSP agreement between the carrier/freight forwarder and FEMA. The use of a broker 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 TSP agreement with FEMA.

5. 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, FEMA may at its discretion return to a paper-based system.

6. EFFECTIVE DATE

The agreement shall be effective either on: (1) the date both parties sign the agreement, or (2) the later of the two signature dates, if the parties sign the agreement on different dates.

7. AGREEMENT REVIEW

This agreement will be effective on a continuing basis, except as provided in Paragraph 8, below;

provided, however, that FEMA may from time to time make such changes to the agreement as are necessary and the TSP may request a review of the agreement at any time.

8. TERMINATION

A. In the event that FEMA terminates a firm's participation in the FEMA Tender of Service 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 FEMA Tender of Service Program, this agreement shall be considered terminated as of the date notice of such termination is received by FEMA.

C. Except as provided above, this agreement may be terminated by either FEMA or its TSP, 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.

9. WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties. No addenda, amendments, or changes in the terms and conditions of this agreement shall be effective without mutual written approval signed and dated by both parties. Any such addendum, amendment, or change of this agreement shall be effective either on: (1) the date both parties sign, or (2) the later of the two signature dates, if it is signed by the parties on different dates.

10. TRANSPORTATION SERVICE PROVIDER

Applicability: All paragraphs of this TSP Agreement will apply and are binding, except those stated next to the activity of your firm under this FEMA TSP Agreement:

- Freight Common Carrier
- Freight Forwarder
- Freight Broker (except Paragraph 4G)

11. FEMA TRANSPORTATION SERVICE PROVIDER CERTIFICATION STATEMENT

A. TSP Agreement to Abide by the Terms and Conditions of The Federal Emergency Management Agency (FEMA) Tender of Service Program:

1. I certify that I have read and will comply with all of the provisions contained in the following documents:

   i. The FEMA Standard Tender of Service (FEMA STOS)

   ii. The FEMA Uniform Rules Tariff No. 200 (FEMA No. 200)

2. I have also read, will comply with, the requirements for filing rate tenders and rate quotations as described in 41 C.F.R. Parts 102-117 and 102-118. Only active rates from accepted filed rate tenders and rate quotations will apply to shipments. I further certify that the undersigned company has the operating authority and insurance as required by the FEMA STOS.

B. TSP Certification of Eligibility for the Award of Contracts for Transportation

1. By signing this document, the TSP certifies that:

   i. Neither the TSP, 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, or has been placed in temporary nonuse status by FEMA for the routes offered to FEMA by the TSP as of this date (date of signature).

   ii. The TSP 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).

2. The following definitions are applicable to this certification:

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

   ii. A principal owner is an individual or company which owns a controlling interest in the TSPs stock, or an individual who can control, or substantially influence, the TSPs management, through the ownership interest of family members or close associates.

   iii. A principal employee is a person acting in a managerial or supervisory capacity (including consultants and business advisors) who is able to direct, or substantially influence, the TSPs 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.

1. The TSP has a continuing obligation to inform FEMA of any change in circumstances which results in its ineligibility for the receipt of tenders or

2. contracts for transportation.
3. An erroneous certification of eligibility or failure to notify FEMA of a change in eligibility may result in a recommendation for administrative action against the TSP. Additionally, false statements to an agency of the Federal Government are subject to criminal prosecution pursuant to 18 U.S.C. § 1001, as well as possible civil penalties.

By signing this document, you affirm that you: (1) have read the agreement and the certifications, (2) agree to the agreement's terms and conditions and make the certifications stated above, (3) intend to enter into the agreement and make the above-referenced certifications, and (4) are legally authorized to sign to enter this agreement and make the above-referenced certifications on behalf of the named company.

(Signature of Authorized Official) (Date)	(Signature of Authorized FEMA Official) (Date)
(Printed Name & Title of Authorized Official)	(Printed Name & Title of FEMA Official)
(Printed Company Name)	

APPENDIX B – FEMA Shipment Spreadsheet Template

FEMA

Basic Version 1.3

	Date & Time
Report as of:	

FEMA CONTACT

Name	
Email	
Phone	

PARTNER CONTACT

Name	
Email	
Phone	

Notes:

Column titles colored YELLOW are required fields and must be completed prior to returning to FEMA

DO Number	Trailer Number	Origin Facility	Destination Facility	Estimated Delivery Date/Time	Partner Ref Number	GPS (Truck / Trailer)	Item Name	Shipped Quantity (Units)	Comments

APPENDIX C – Definitions and Explanation of Terms

Acronyms and Abbreviations

BOL	Bill of Lading
CBL	Commercial Bill of Lading
C.F.R.	Code of Federal Regulations
CONUS	Continental United States
CWT	Cubic Weight - per hundred pounds
DOT	Department of Transportation
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
FAK	Freight All Kinds
FMCSA	Federal Motor Carrier Safety Administration
FSC	Fuel surcharge, applicable only at certain times
FTL	Full truckload
FTP	File Transfer Protocol
GBL	Government Bill of Lading
GSA	General Services Administration
LCL	Less than container load.
LTL	Less than a Truckload
LTV	Less than a Vanload
NMFTA	National Motor Freight Traffic Association
OCONUS	Outside the Contiguous United States
OTO	One Time Only
RDD	Required Delivery Date
RFO	Request for Offers
SAM	System for Award Management
SCAC	Standard Carrier Alpha Code
STOS	Standard Tender of Service
TL	Truckload
TPA	Trading Partner Agreement
TSA	Transportation Services Agreement
TSP	Transportation Service Provider
UFC	Uniform Freight Classification

Definitions

Accessorial Services – Services performed that are additional, supplemental, or special, in addition to the basic transportation service.

Agreed Valuation – The value of articles in a freight shipment agreed upon as the basis of which the freight rate is assessed. This valuation establishes a value beyond which recovery cannot be had in event of loss or damage in transit.

Air Charter Service – using dedicated aircraft based on the characteristics of the shipment. Service includes expedited pickup and delivery to and from the airport with no size or weight restrictions.

American National Standards Institute (ANSI) – Organization that serves as coordinator of a voluntary standardization system for the U.S. private sector.

Appeal – Procedures that allows reconsideration of a TSP in non-use or disqualified status.

Approved Transportation Service Provider – A transportation provider who possesses legal operating authority to conduct transportation services, who also meets all established Government requirements and has received an official notice of acceptance to transport freight for FEMA.

Astray Cargo – Shipments or portions of shipments found in a TSP's possession or delivered to a government activity for which billing (e.g., waybill, freight warrant) is not available or which is being held for any reason except transfer.

Barge – A category of vessel designed as non-self-propelled units for the carriage of cargo on the weather deck or in holds or in tanks. The units are towed or pushed by another ship (tug or pusher vessel).

Best Value – A procurement evaluation and selection mechanism that permits the government to select TSPs to support FEMA requirements based on a combination of price-related and non-price-related factors. Examples of non-price- related factors that may be considered in a Best Value evaluation include, but are not limited to, the TSP's quality of service, past performance, claims experience, ability to perform service within stated requirements, ability to respond, routing, ability to provide in-transit visibility, and commitment of transportation assets to readiness support. If past performance is chosen as an evaluation criterion, some factors to look at may include, but are not limited to, on-time pickup and delivery percentage, percentage of shipments involving lost or damaged cargo, number of claims, and TSP availability. Under this procurement evaluation method,

price is not the only factor considered for selection of a TSP. Ultimately, award should be made to the TSP that represents the best value to the government under the stated evaluation criteria.

Bill of Lading – A list of merchandise being transported together with the conditions that apply to its transportation. A legal document between the shipper of a particular good and the Transportation Service Provider detailing the type, quantity and destination of the good being carried. The bill of lading also serves as a receipt of shipment when the good is delivered to the predetermined destination.

Broker – A person other than a motor freight TSP, or an employee or agent of a motor freight TSP, that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement or otherwise as selling, providing, or arranging for, transportation by a motor freight TSP for compensation.

Business Days – Monday through Friday from 8:00 a.m. to 5:00 p.m. Weekends and official Federal holidays are excluded.

Calendar Days – Consecutive days including weekends and holidays.

Chassis – A wheel assembly or bogie for street or highway movement of containers.

Consignee – A party (usually a buyer) named by the consignor (usually a seller) in transportation documents as the party to whose order a consignment will be delivered at the port of destination. The consignee is considered to be the owner of the consignment for the purpose of filing the customs declaration, and for paying duties and taxes. Formal ownership of the consignment, however, transfers to the consignee only upon payment of the seller's invoice in full.

Consignor – Person or firm (usually the seller) who delivers a consignment to a TSP for transporting it to a consignee (usually the buyer) named in the transportation documents. Ownership (title) of the goods remains with the consignor until the consignee pays for them in full.

Container – A reusable shipping conveyance not less than 20-feet in length, outside measurement, loaded or empty, without bogie or chassis, fitted with devices permitting its ready transfer from one mode of transportation to another, and constructed to enable the attachment of removable bogie or chassis for further transportation.

Continental United States (CONUS) – The United States territory comprising the 48 contiguous states and the District of Columbia, including adjacent territorial waters but excluding Alaska and

Hawaii.

Conveyance – A rail car, trailer or container used to transport a shipment.

Dangerous Articles – Material includes, but is not limited to certain types of chemicals and commodities, such as Flammable Liquids, Flammable Solids, Oxidizing Materials, Corrosive Liquids, Compressed Gases, and Poisonous Substances

Day – Calendar day of 24 hours.

Deadhead – A transportation term for a movement by a TSP when the vehicle transports no passengers or freight.

Department of Transportation's *Emergency Response Guidebook* -- A guidebook for first responders during the initial phase of a dangerous goods/hazardous materials transportation incident. This is a joint publication of the U. S. DOT, Transport Canada and Mexico Transportation Authority.

Demurrage – A charge made on rail cars or vessels (including barges) held by or for a shipper or consignee beyond the allowable free time for loading and unloading, for forwarding directions, or for any other purpose. Charges for demurrage are considered to be in addition to all other lawfully owed transportation charges.

Destination – The place to which a shipment is consigned or where the TSP delivers cargo to the consignee or agent.

Detention – A charge made on trailers or containers held by or for the benefit of a shipper or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose. Charges for detention are considered to be in addition to all other lawfully owed transportation charges.

Diversion – Service offered by a TSP that allows a consignor to divert an en route shipment from its original consignee or port of destination to another, or to change the mode or designated route of a shipment from that shown on the original transportation documentation while the shipment is in-transit.

Domestic Shipments – a shipment that is transported solely within the borders of a country or its possessions.

Door-to-Door Service – From shipper's origin to consignee's receiving point.

Double Brokering – Describes a practice where a legitimate broker decides to give a load to a second broker, who then finds a TSP. The term also includes a practice where a motor TSP agrees to transport freight for a broker (under the guise it will haul the freight), and the TSP subsequently re-brokers it to another TSP, Or when a TSP (that also has broker authority) accepts a brokered load (as the TSP) and then tenders that load to another TSP through its brokerage operation (without the broker's knowledge or consent).

Drayage – A charge for the local transportation of property for a movement that terminates within 30 miles of origin of the shipment.

Dunnage – Lumber or other material used to brace and secure cargo to prevent damage during shipment.

Electronic Commerce – The use of electronic means (for example Internet File Transfer Protocol, and web-based pages and forms) for transmitting and receiving requests for offers, rate tenders, or other business information in lieu of creating one or more paper documents.

Electronic Data Interchange –The transfer of data by linking computer systems through a communications network.

Emergency – Any situation that would prevent a shipment from safely reaching its destination, such as undue delay caused by a *force majeure* circumstance. Emergencies include, but are not limited to, accidents, fire, hijacking, theft, civil disturbance, equipment failure, labor strikes, natural disasters, and threatened or real attack.

Exclusive Use – When, as requested by Government personnel, a TSP devotes the entire vehicle to the movement of a specified shipment.

Expedited Service – When, as requested by Government personnel, the TSP guarantees the delivery of shipment prior to the Standard Transit Time.

Federal Maritime Commission – provides information for shipping ocean freight and is the licensing authority for ocean vessels, TSPs, brokers and forwarders. http://www.fmc.gov/

Federal Motor Carrier Safety Administration (FMCSA) -- The primary mission of the Federal Motor Carrier Safety Administration (FMCSA) is to reduce crashes, injuries and fatalities involving

large trucks and buses. http://www.fmcsa.dot.gov/

Force Majeure – Contract provision that exempts parties for non-fulfillment of obligations due to unforeseen and/or unpredictable conditions beyond their control and without fault or negligence of the breaching party. For example, natural disasters, acts of God, public enemy, freight embargoes, or weather.

Free time – The period of time during which there is no charge (that is, detention or demurrage) by the TSP to load, stow, and secure the general cargo to the trailer, container or vessel and to unload the general cargo and accompanying material from the trailer, container, or vessel.

Freight – Goods to be shipped. A term used to classify the transportation of goods carried by commercial vessel or vehicle.

Freight All Kinds (FAK) – Consists of those commodities that a TSP offers to transport at one inclusive rate or charge regardless of their classification rating in the NMFC or UFC, or different transportation characteristics.

Freight Forwarder (Air) – Also known as an indirect cargo air TSP. Defined in 14 C.F.R. § 296.3 as any

> citizen who undertakes to engage indirectly in air transportation of property, and uses for the whole or any part of such transportation the services of an air carrier [TSP] or a foreign air carrier [TSP] that directly engages in the operation of aircraft under a certificate, regulation, order, or permit issued by the Department of Transportation or the Civil Aeronautics Board, or the services of its agent, or of another indirect cargo air carrier [TSP].

Freight Forwarder (Surface) – As defined in 49 U.S.C. § 13102(8); a person holding itself out to the general public (other than as a pipeline, rail, motor, or water TSP) to provide transportation of property for compensation but specifically excludes a person using transportation of an air TSP. See 49 U.S.C § 10102. In general, a surface freight forwarder is a firm, other than a rail, motor, water, or air TSP, or an air freight forwarder, which undertakes all of the following functions: to assemble and consolidate shipments, provide for assembling, consolidating, performing or providing breakbulk, and distributing services. Surface freight forwarders assume responsibility for the transportation of such property from point of receipt to point of destination, and utilize the services of authorized TSPs who possess proper operating authority for the transportation to be provided.

Government Bill of Lading (GBL) – The bill of lading utilized to transport freight of the U.S. government, to procure transportation of freight and related services from commercial TSP for

movement at Government expense.

GSA's Office of Transportation Audits -- GSA's Transportation Audits Division works to identify and recover Transportation Service Provider (TSP) overcharges and other debts relating to transportation bills paid by agencies around the world. Each year, GSA's Transportation Audits Division detects and recovers millions of dollars in overcharges by:

- Overseeing the implementation and performance of prepayment audits for transportation services procured anywhere in the world;
- Conducting post-payment audits of transportation bills; Providing for the collection of overcharges; Adjudicating TSP claims; and
- Handling bankruptcies and litigation, related to TSPs, for the federal agencies.

http://www.gsa.gov/portal/content/104486 or http://www.gsa.gov/transaudits

Hazardous Material/Substance – A substance or material determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce. This term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous under the provisions of 49 Code of Federal Regulations, Sections 172.101 and 172.102, and materials that meet the defining criteria for hazard class and divisions in 49 Code of Federal Regulations, Part 173.

Holidays –Federally designated holidays, as provided by Title 5 of the U.S. Code: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Columbus Day, Thanksgiving Day, and Christmas Day. Subject to change.

In Transit Visibility – The ability to track in real time the identity, status, and specific location of shipments of unit and non-unit cargo (excluding bulk petroleum, oils, and lubricants), passengers, medical patients, and personal property from point of origin to the consignee or destination.

Inadequate Equipment – TSP equipment that is deemed inadequate to perform transportation services due to its defective condition, or where operation of the equipment fails to meet DOT safety regulations, or equipment whose design or defect lacks proper security features required to properly secured freight, or equipment that has broken, missing or improper seals.

Intermodal -- Describes a move involving two or more actual TSPs, using different modes of transport from each other. For example, a sea-freight "door-to-door" shipment may also involve road

or rail carriage to and from the port. Although one TSP takes overall responsibility, they are liable only to the extent of the contract's terms and conditions as employed by the TSP who had physical control of the cargo at the time of the loss or damage etc.

International Shipment – a shipment that moves from one country to another.

Late – Unexcused failure to deliver the shipment by the end of normal operating hours on the Required Delivery Date (RDD).

Line haul – Transportation of cargo over TSP routes from point of origin to point of destination, excluding local pick-up, delivery, local drayage, and switching services.

Loading or Unloading – The movement of lading past the tailgate of the vehicle including the placement on, or the removal of lading from, a conveyor extending into the vehicle, as well as the stowing, stacking, and breaking out of the lading within such vehicle.

Manifest – A document specifying in detail the passengers or items carried for a specific destination.

Motor TSP – Defined in 49 U.S.C. § 13102(4), as a person providing commercial motor vehicle (as defined in section 31132) transportation for compensation.

Multi-Modal Service – Being or involving transportation by more than one mode of transportation or type of TSP during a single journey. Multi-modal service occurs when two or more different modes such as rail, truck, barge and/or sealift are used to move cargo from origin to destination. Multi-modal service may occur in CONUS and/or OCONUS such as in Alaska, Hawaii, etc. The term can be used interchangeably with the term “intermodal moves”.

National Motor Freight Traffic Association (NMFTA) – Provides expertise in freight classification, packaging and transportation codes.

Negotiated Move – A consignment of one or more shipments, from one or more shippers, over a period not to exceed one calendar year, moving to one or more consignees, at one or more destinations. Included within this definition are split pickups at origin and destination points and stops in transit to partially load and/or unload.

No Show – Failure by a TSP to pick up a shipment on the agreed date and time.

Nonresponsive – A TSP’s tender that is not in conformance with one or more terms and conditions of this STOS and the RFO is a nonresponsive tender.

Non-Use Letter – Correspondence that places a TSP in non-use status for a period of time at either an installation or nationwide level.

Normal Operating Hours – Period of time the facility or installation is regularly open for business Monday - Friday to receive and discharge freight.

OCONUS – Outside the contiguous United States; OCONUS thus includes Alaska, Hawaii, and all other countries.

One Time Only Bid – A single consignment of one or more pieces from one shipper at one time at one origin address receipted for in one lot and moving to one consignee at one destination address. Included within this definition are split pickups at origin and destination points and stops in transit to partially load and/or unload.

Origin – the location Transportation Service Providers picks up the shipment from the Shipper.

Overdimensional – A shipment that contains one or more non-divisible articles, which measure in excess of 636 inches (53 feet) in length (OVERLENGTH), 102 inches (8 feet 6 inches) in width (OVERWIDTH), or 162 inches (13 feet 6 inches) in height from the ground to the top of the article after loading (OVERHEIGHT). Exception: A shipment is not considered overlength for interstate or intrastate movements, when the gross length dimensions of the tractor and loaded semi-trailer combination are within the maximum gross length for such equipment combination on interstate and federally designated highways or other state highways and supplemental routes.

Overweight – Shipments where the cargo exceeds 45,000 pounds (including shipments loaded on lowboy equipment).

Pallet – Piece of equipment that facilitates mechanical handling of stacked (palletized) goods for fork-lift trucks. The term also includes pallet sides, platforms, risers, runners, skids, fillers, separators, shrouds, covers, deck boards, metal braces, collapsible shipping bins, racks or used shipping devices, iron or wood or iron and wood combined.

Redelivery – When a shipment is tendered for delivery and delivery cannot be accomplished due to the fault of the consignee. Where redelivery is required, the TSP will notify the consignee of the on- hand shipment and arrange for a mutual agreement regarding a redelivery date.

Required Delivery Date (RDD) – A date when transported cargo must arrive at its destination and complete offloading.

Responsive – A TSP's tender that is in conformance with all terms and conditions of this STOS and the RFO is a responsive tender.

Routing or Route Order – An order issued by a routing officer that specifies the mode of transportation and the means within that mode by which a shipment will move.

Secured Area – An area to which access is controlled and is under regular, periodic surveillance by security personnel.

Shipment – A separately identifiable collection of goods to be carried. A quantity of freight tendered for transportation by one shipper, at one point, one day, on one bill of lading, for delivery to one consignee at one destination.

Shipment Refusal – Failure of a TSP to accept or decline a shipment within one hour of offer.

Shipper – An agency or vendor that originates shipments. Responsibilities include planning, assembling, consolidating, documenting, and arranging for the movement of material.

Shoring – Technique used to distribute the weight of a cargo piece over a greater area than its load bearing area (also called a footprint or contact area).

Spotting/Dropping – The detachment of a trailer from a power unit (tractor) and its placement at a specific site designated by and in full possession of shipper, consignee or other designated party.

Standard Carrier Alpha Code (SCAC) – The Standard Carrier Alpha Code (SCAC) is a unique two- to- four-letter code used to identify transportation companies. The SCAC is the recognized transportation company identification code used in the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 and United Nations EDIFACT approved electronic data interchange (EDI) transaction sets.

Subcontractor – A company or person that agrees to render services or materials necessary for the performance of another contract; one who performs services under contract to a TSP without privity of contract with the Government; a secondary contractor in which the person or company originally hired in turn hires somebody else to do all or part of the work.

Tariffs – A schedule of prices or fixed fees. Any table of charges, as of a railroad, motor carrier, air etc. bill; cost; charge.

Tenders – A formal statement of the price you would charge for doing a job or providing goods or services. Initiating step of a competitive tendering process in which qualified suppliers or contractors are invited to submit sealed bids for construction or for supply of specific and clearly defined goods or services during a specified timeframe.

Third Party – person other than the Shipper or Consignee, who is responsible for paying the TSP freight and other charges.

Third Party Payment System – an electronic freight transaction tracking and payment system mandatory for TSPs conducting business with FEMA.

Through Rate – A rate applicable for transportation all the way from point of origin on the BOL to destination on the BOL.

Tractor – A mechanically powered unit used to propel or draw a trailer or trailers on the highway.

Trailer – A trailer is a reusable shipping conveyance not more than 53 feet in length, outside measurement, constructed for use in transporting commodities via highway, and equipped with permanent wheeled undercarriage, or mounted on a bogie or chassis. Trailer also means a demountable trailer body with wheels or a container mounted on a bogie and equipped with a device for coupling to a tractor for movement.

Trading Partner Agreement (TPA) – An agreement drawn up by two parties that have agreed to trade certain items or information to each other. The agreement outlines the terms of the trade or trading process, such as compensation for the shorted party in an inequitable trade. Trading Partner Agreements are often tailored for electronic transactions.

Trading Partner Agreements may include a list of duties and responsibilities to be allocated to each party in the trade. They could also specify the terms of delivery or receipt of the goods or services. There is no single formal format for this type of agreement, or specific required content for them.

Transportation Service Provider (TSP) – any party, person, agent or carrier that (a) provides freight transportation and related services to an authorized agency or other eligible user, and (b) has been approved by FEMA to participate in this traffic.

Truckload Rates – Truckload rates or classes are those for which a truckload minimum weight is provided, and charges will be assessed at the truckload minimum weight shown in the TSP tender, except that actual weight will apply when in excess of the truckload minimum weight. Minimum of

20,000 pounds and greater will be considered truckload minimums for shipment planning purposes.

Vehicle – A flatbed, converted van, open top or a trailer or container.

Vessel – A watercraft or other artificial contrivance that is used, is capable of being used, or is intended to be used, as a means of transportation by water (reference 49 U.S.C. § 12103(25).

APPENDIX D – References and Websites

31 U.S.C. § 1535, The Economy Act – Full text can be found at: https://www.gpo.gov/fdsys/pkg/USCODE-2016-title31/pdf/USCODE-2016-title31-subtitleII-chap15-subchapIII-sec1535.pdf.

49 U.S.C. §§ 10721 and 13712, Government traffic – Full text can be found at: https://www.gpo.gov/fdsys/pkg/USCODE-2016-title49/pdf/USCODE-2016-title49-subtitleIV-partA-chap107-subchapII-sec10721.pdf and https://www.gpo.gov/fdsys/pkg/USCODE-2016-title49/pdf/USCODE-2016-title49-subtitleIV-partB-chap137-sec13712.pdf.

41 C.F.R. § 102-41, Federal Property Management Regulations System – Full text can be found at: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title41-vol3/pdf/C.F.R.-2011-title41-vol3-subtitleC-chap102.pdf.

41 C.F.R. 102-117, Transportation Management -- Full text can be found at: https://www.gsa.gov/policy-regulations/regulations/federal-management-regulation-fmr?asset=102160.

41 C.F.R. 102-118, Transportation Payment and Audit– Full text can be found at: https://www.gsa.gov/policy-regulations/regulations/federal-management-regulation-fmr?asset=102110.

44 C.F.R. Part 11, Claims – Full text can be found at: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title44-vol1/pdf/C.F.R.-2011-title44-vol1-part11.pdf.

48 C.F.R. §§ 9.406-3 and 9.407-3, Debarment, Suspension, and Ineligibility – Full text can be found at: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title48-vol1/pdf/C.F.R.-2011-title48-vol1-part9-subpart9-4.pdf.

49 C.F.R., Transportation Regulations – Full text can be found at:

- Volume 1: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol1/pdf/C.F.R.-2011-title49-vol1.pdf
- Volume 2: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol2/pdf/C.F.R.-2011-title49-vol2.pdf
- Volume 3: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol3/pdf/C.F.R.-2011-title49-vol3.pdf

- Volume 4: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol4/pdf/C.F.R.-2011-title49-vol4.pdf
- Volume 5: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol5/pdf/C.F.R.-2011-title49-vol5.pdf
- Volume 6: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol6/pdf/C.F.R.-2011-title49-vol6.pdf
- Volume 7: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol7/pdf/C.F.R.-2011-title49-vol7.pdf
- Volume 8: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol8/pdf/C.F.R.-2011-title49-vol8.pdf
- Volume 9: https://www.gpo.gov/fdsys/pkg/C.F.R.-2011-title49-vol9/pdf/C.F.R.-2011-title49-vol9.pdf

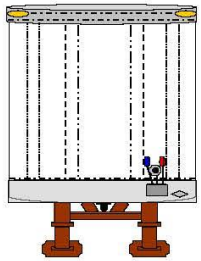
U.S. Government *Freight Transportation Handbook*
The General Services Administration prescribes regulations governing the use of the U.S. Government Bill of Lading – International and Domestic Overseas Shipments, U.S. Government Bills of Lading – Privately Owned Personal Property, commercial bills of lading, and electronic bills of lading that are referenced in 41 C.F.R. 102-117 and 118. This handbook is to assist administrative and fiscal personnel who prepare and process bills of lading but are not directly involved in making freight or express shipment, as well as personnel directly involved in supply and distribution activities. Full text can be found at: https://www.gsa.gov/cdnstatic/FreightHandbook2012.pdf.

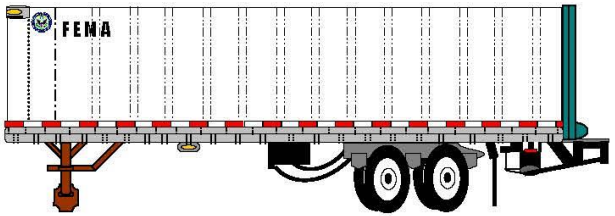
U.S. Department of Transportation's *Emergency Response Guidebook* – This is a guidebook for first responders during the initial phase of a dangerous goods/hazardous materials transportation incident. It is a joint publication between DOT, Transport Canada and the Mexico Transportation Authority. Full text can be found at:
http://www.ehso.com/ehsodot.php?URL=http%3A%2F%2Fphmsa.dot.gov/staticfiles/PHMSA/DownloadableFiles/Files/erg2008_eng.pdf

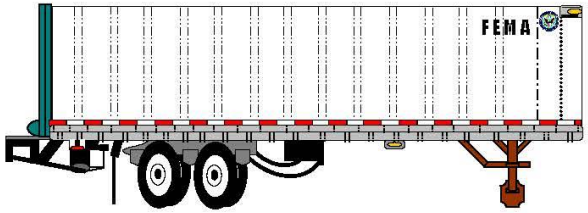
National Motor Freight Traffic Association (NMFTA) -- NMFTA's mission is to serve as a research and development organization providing the transportation industry with the necessary information to advance and improve their interests and welfare. NMFTA is committed to helping the industry meet the transportation challenges through research, education, and publication of specifications, rules, transportation codes and the preparation and dissemination of studies, reports and analyses. More information can be found at: http://www.nmfta.org/Pages/welcome.aspx.

APPENDIX E – FEMA Trailer Inspection Checklist

Trailer Inspection Checklist







INBOUND VISUAL CHECKS								OUTBOUND VISUAL CHECKS							
OK	DEF	NMC		OK	DEF	NMC		OK	DEF	NMC		OK	DEF	NMC	
			Trailer Front View				Brakes				Trailer Front View				Brakes
			Left Side View				Left Turn Signal				Left Side View				Left Turn Signal
			Right Side View				Right Turn Signal				Right Side View				Right Turn Signal
			Doors				Hazardous Flasher				Doors				Hazardous Flasher
			Kingpin & Landing Gear				Front Clearance Lamps				Kingpin & Landing Gear				Front Clearance Lamps
			Tires				Back Clearance Lamps				Tires				Back Clearance Lamps
			Wheel Hub Level				Transponder				Wheel Hub Level				Transponder
			Mud Flaps				**DOT Inspection**				Mud Flaps				**DOT Inspection**
			Glad Hand Seals				Lift gate				Glad Hand Seals				Lift gate
			Hoses & Cables				Batteries				Hoses & Cables				Batteries
			Cross Members				Solar Panel				Cross Members				Solar Panel

Inspector's Signature or Authorized Rep:_____Date:_____

Supervisor or Authorized Rep.Signature:_____Date:_____

OK = Mission Ready DEF = Deficient NMC = Non Mission Capable