

Federal Emergency Management Agency  
Uniform Rules Tariff  
**(FEMA URT)**

Providing Rules and Charges For Accessorial and Terminal Services

This tariff applies on Interstate, Intrastate and International traffic

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# 1. Introduction and Overview

## 1.1. Purpose

The purpose of the Federal Emergency Management Agency (FEMA) Uniform Rules Tariff (FEMA URT) is to articulate the business rules and accessorial charges applicable to Transportation Service Providers (TSPs) submitting rates in response to the FEMA Standard Tender of Service (STOS), the General Request for Offers (RFO), and One Time Only (OTO) Requests for Offers for transportation and logistics services.

## 1.2. Application

Where reference is made to the FEMA Uniform Rules Tariff (FEMA URT) in a TSP's tender or rate agreement, the rules and accessorial charges contained in this publication will govern the freight services of the TSP's tender, and will apply from, to, or between those points which are specified in the individual tender.

**TRANSPORTATION SERVICE PROVIDERS' TENDERS CANNOT BE MADE SUBJECT TO ANY OTHER PUBLICATION FOR APPLICATION OF THE RATES OR CHARGES.** If any TSP or bureau-published line haul rules or terminal services tariff is shown in a tender, the tender will be rejected and returned to the TSP. The FEMA URT can be specifically incorporated in its entirety or in section(s) in Federal Acquisition Regulation contracts or agreements.

## 1.3. Publications Included by Reference

Publications (and any reissues) listed below will be considered part of this publication but will not be specifically listed in a TSP's tender. Any potential conflict between the terms of the publications listed below and this publication will be resolved in favor of the express terms in this publication.

- National Motor Freight Classification (NMFC) STB NMF 100 series published by the National Motor Freight Traffic Association, Inc., Agent 1001 North Fairfax Street, Alexandria, VA 22314 (commodity item numbers, descriptions, packing and packaging only)
- ALK Technologies, Inc. automated 5-digit zip code mileage system, PC\* Miler, current version as amended
- Continental Directory of Standard Point Location Codes (SPLC), STB NMF 102-Series, published by the National Motor Freight Traffic Association, Inc., Agent
- Directory of Standard Alpha Codes (SCAC) STB NMF 101-Series, published by the National Motor Freight Traffic Associations, Inc., Agent
- Standard Transportation Commodity Code (STCC) Tariff 1-G, STB STCC 6001-C

- International Civil Aviation Organization (ICAO) Technical Instructions
- International Air Transport Association (IATA) instructions
- International Maritime Organization (IMO) instructions
- Transportation Security Administration Security and Safety Regulations and Guidelines

#### **1.4. Definition of Terms**

See ITEM 1 and **Appendix A** of this tariff for the definition of terms.

#### **1.5. Use and Application of Notes**

The terms "Item", "Subject to Note" and "See Note" are construed as follows:

- In the FEMA Uniform Rules Tariff, the term "Item" followed by a number refers to a particular business rule, rate or charge defined in the document.
- Subject to Note: The term "Subject to Note," when used in the title of an Item, means that the Note indicated applies to the entire Item.
- See Note: The term "See Note," when used in the title of an Item, means that the referenced Note applies only where indicated, not to the entire Item.

#### **1.6. Interpretation and Precedence**

The words in this publication will be construed simply according to their fair and plain meanings, and not strictly for or against any party. If any provision in this publication is capable of two constructions, one of which would make the provision void and the other of which would make the provision valid, then the provision will have the meaning that makes it valid.

When rules, charges or other requirements are negotiated (including FAR-based contracts and One Time Only bids) that differ from or conflict with this publication and the intent of the parties is to modify the requirements of this publication as they apply for a particular movement, the negotiated terms will apply to only the specific movement.

#### **1.7. Revising This Uniform Rule Tariff**

This URT 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](http://www.fema.gov/transportation-programs). Only FEMA may change or reissue this URT.

Unless specifically endorsed by FEMA in writing as part of the publication, versions of this URT 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.

## **1.8. Accessorial Services**

Quotation of charges for accessorial services will be expressed as a flat charge, a per mile charge, a per hour charge, a per day charge, or a percentage charge, as described in this publication. Any service provided must be in accordance with the definitions contained herein.

## **1.9. Disposition of Fractions**

Fractions of a cent resulting from the application of a TSP's independently established rates will be disposed of as follows:

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

## **1.10. Organization of Items**

Items in this tariff are organized into three sections:

- Section 1: Introduction and Overview
- Section 2: General Business Rules
- Section 3: Rates and Charges

Section 2 describes general business rules that apply to TSPs providing transportation services to FEMA that do not directly address specific rates or charges for service. Section 3 includes detailed descriptions and instructions for accessorial charges and rates.

# **2. General Business Rules**

## **2.1. ITEM 1: DEFINITION OF TERMS**

The definitions of terms used in this tariff are found in **Appendix A**.

## **2.2. ITEM 3: DRIVER REQUIREMENTS**

1. Identification: All drivers transporting Government shipments on behalf of a TSP shall have in their physical possession a copy of the Bill of Lading (BOL) that verifies their affiliation with the TSP named on the BOL.
2. Qualifications: Drivers who transport any Government freight will have in their physical possession a valid commercial driver's license, a medical qualification card, and an employee record card or a similar document that contains the driver's photograph and complies with DOT regulations. All documents will be in English and tamper proof. TSPs are responsible for ensuring that any driver who transports Government freight on their behalf is legally qualified to transport freight and possesses all necessary documentation.

A TSP will ensure that only qualified and licensed drivers transporting FAK and HAZMAT operate

a commercial motor vehicle. Any driver engaged in transporting Government freight will comply with all legal requirements, including Federal and State regulations.

A TSP will not allow any driver in its employ to move Government vehicles unless that individual has been properly trained and certified to drive the vehicle. A TSP will ensure drivers of commercial vehicles transporting dangerous articles for Government agencies over public roads comply with the instructions contained in 49 C.F.R., Part 397, Parking and Driving Rules.

### **2.3. ITEM 5: NON-APPLICABLE CHARGES/TRANSPORTATION SERVICE PROVIDER LIABILITY**

The TSP will not charge any detention, demurrage, or storage charges against any Government sponsored shipment when the delay is caused by acts or omissions beyond the Government's, its contractor's, or its agent's control. See also ITEM 30: EXCUSABLE DELAYS.

### **2.4. ITEM 10: TRANSPORTATION SERVICE PROVIDER LIABILITY**

Freight will be delivered in the same condition as received at origin. Any damage or loss will be the responsibility of the TSP unless due to a force majeure situation. Shortages in outturn, undue delays, missed deliveries, damage or loss of cargo arising or resulting from the factors stated above will not be held against the TSP.

### **2.5. ITEM 11: INSPECTION OF VEHICLES**

TSPs will permit the shipper/consignee to inspect the vehicle prior to loading/unloading of Government freight and to annotate any deficiencies in writing. TSPs must correct any deficiencies found at the time of inspection and take all steps considered necessary to safely transport the shipment. Vehicles determined to have deficiencies that are not correctable at the time of inspection will not be loaded.

### **2.6. ITEM 20: MILEAGE DETERMINATIONS**

For rates based on distance, TSP charges will be based on the mileage calculated by the applicable version of ALK Technologies PC\*Miler as specified in the Request for Offers.

### **2.7. ITEM 25: METRIC CONVERSION**

Please see **Appendix B** for the Metric Conversion Table.

### **2.8. ITEM 30: EXCUSABLE DELAYS**

The delivery commitment guarantee does not apply when the delays in delivery are caused by acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or

unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the TSP.

#### **2.9. ITEM 55: EQUIPMENT REQUESTED FOR LOADING**

When the shipper orders a specific type or size of equipment, and the TSP holds itself out to provide such equipment in its tender, the TSP will be responsible for providing it. If equipment other than that requested by the shipper is provided to load a shipment, it will be furnished at the TSP's own convenience and without any additional cost to FEMA. The transportation charges will be assessed on the basis of the equipment ordered by the shipper. If the charges on the equipment that was furnished are lower, FEMA will pay the lower charges.

#### **2.10. ITEM 75: SERVICES NOT OTHERWISE SPECIFIED**

When a TSP performs services that are required for normal movement of freight shipments and such services are not identified in this tariff, the charges for these services will be negotiated between FEMA and the TSP.

#### **2.11. ITEM 130: BILL OF LADING - COMMERCIAL**

The TSP will furnish commercial bill of lading sets required by FEMA without any additional charge. The bill of lading sets can consist of any number of copies.

#### **2.12. ITEM 175: BULK FREIGHT**

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

#### **2.13. ITEM 180: CIRCUITOUS ROUTINGS OF HAZARDOUS MATERIAL SHIPMENTS (Subject to Notes 1 and 2)**

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

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

Note 2: The actual route of movement and mileage computation for each highway traveled must be documented and submitted to FEMA for payment.

#### **2.14. ITEM 375: PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING (Subject to Notes 1, and 2)**

Upon reasonable request of the consignor, consignee or others designated by them and subject

to the provisions contained herein, TSPs will, without additional charge, prearrange schedules for arrival of vehicles and for loading or unloading shipments.

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

Note 2: Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement with at least 24-hour notice prior to the effective date of such cancellation.

## **2.15. ITEM 575: IMPRACTICABLE OPERATIONS**

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

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

## **2.16. ITEM 785: PACKAGING OR PACKING PROVISION**

Shipments will be packaged or packed and labeled in accordance with the National Motor Freight Classification (NMFC), STB NMF 100 series and Standard Transportation Commodity Code (STCC) Tariff 1-G, STB STCC 6001-C as shown in Section 1.3 (Publications Included by Reference) of this rules tariff. All packaging or packing for hazardous materials will be in compliance with the hazardous materials regulations contained in Title 49 of the Code of Federal Regulations, {49 C.F.R.}.

## **2.17. ITEM 800: PAYMENT OF CHARGES**

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

## **2.18. ITEM 885: PROPERTY OF UNUSUAL VALUE OR UNSAFE TO TRANSPORT**

TSPs are not required to accept articles of unusually high value without adequate consideration or compensation. Similarly, TSPs are also not required to accept articles of freight that are unsafe to transport because they may cause damage to other goods or to their equipment without adequate consideration or compensation.

## **2.19. ITEM 915: EQUIPMENT REPAIRS**

If a TSP experiences a mechanical problem while transporting freight for FEMA (such as a flat

tire or other issue), the TSP should immediately contact the FEMA staff member who booked the transportation for guidance on how to proceed before seeking repairs. Depending on circumstances, FEMA will determine whether the repairs will be considered a reimbursable expense. If an expense is determined to be reimbursable, the TSP must submit an itemized receipt on repair shop letterhead for reimbursement.

## **2.20. ITEM 1125: SUBSTITUTED SERVICE - RAIL FOR MOTOR**

1. Substituted Service is transportation of a shipment by a mode (motor, rail, air, water) other than that used to pick up the shipment. This service is to be provided at the option of the TSP, with FEMA concurrence, when the use of more than one mode is necessary due to circumstances set forth in paragraph [2] below. However, in no event will any TSP be permitted under this provision to utilize more than one mode that will:
  - Result in additional charges to FEMA,
  - Be used to procure any person or company that does not have lawful operating authority for the mode selected, or
  - Operate to reduce or eliminate the level of liability of the TSP under the original terms and conditions of the BOL.
2. TSP will be permitted to substitute trucks for other modes of shipment when situations such as severe weather, mechanical failure, or other causes exist that are beyond the shipper's or TSP's control. The TSP will remain liable for any loss or damage to the shipment. In no event may motor TSPs, freight forwarders, rail TSPs, or water TSPs utilize more than one mode in order to avoid application of the Carmack Amendment or the terms and conditions set forth on the BOL, or to otherwise circumvent the legal requirement that all TSPs have proper operating authority for the shipment or the leg of the shipment at issue.
3. Unless the shipper directs that the rail TSP service will not be performed, the motor TSP may, at its option, substitute rail service for their actual services via highways for which such motor TSPs have lawful operating rights as common TSPs via motor vehicle. If a TSP substitutes rail for motor service, the motor TSP will be responsible for any and all expenses included by using the substituted service as well as preparing or loading the trailer for flatcar service.

Multi-modal service may not be used for Government shipments when the BOL has been annotated "Multi-modal service not to be used" or "Substituted service not to be used".

### **3. Rates and Charges**

#### **3.1. ITEM 325: DETENTION - VEHICLES WITH POWER UNITS AND 20'- 26' BOX TRUCK W/LIFTGATE**

TSPs must provide FEMA with 2 hours of free time for loading freight at the origin and 2 hours of free time for unloading freight at the destination. If the loading or unloading of freight is delayed beyond the two hours of free time (during normal business hours) due to no fault or negligence on the part of the TSP, the charge per vehicle for each hour (60 minutes) of delay will be **\$85/hour**.

Time consumed in loading or unloading freight will be computed from time of arrival until departure of the vehicle, including the time the TSP spends waiting to reach or leave the loading or unloading location. The consignor or consignee will stamp or mark the delivery receipt with time of arrival and departure, or provide a certified statement verifying this time for computation of charges and presentation by the TSP for payment.

When the TSP is required to provide a Box Truck w/Liftgate service, it can be utilized for FEMA Less Than Truckload (LTL) transportation moves that require a liftgate at the origin or destination. The Box Truck w/Liftgate can be defined as a chassis cab truck with an enclosed cargo area and a hydraulic or electronic liftgate installed on the back of the truck, with the capability to lift freight several feet off the ground to the tailgate of the truck or lowered from the truck's tailgate to the ground. The Box Truck provided must be between 20 feet and 26 feet in length with a load capacity of 10,000 lbs. The Box Truck w/Liftgate must include e-track, cargo tie rails and be equipped with a liftgate or liftgate ramp combination that can handle up to 3,000 lbs. capacity. The Box Truck w/Liftgate can be equipped with a Conventional, Tuck-Away/Tuck-Under, Rail Gate or Cantilever type of liftgate. Note: Item 425-FF: HYDRAULIC LIFTGATE SERVICE does not apply to Box Truck w/Liftgate service.

#### **3.2. ITEM 350: DETENTION - VEHICLES WITHOUT POWER UNITS - SPOTTING OR DROPPING TRAILERS - CLOSED VAN, FLATBED, STEP DECK (Subject to Notes 1 and 2)**

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

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

Note 2: For the purposes of this item the terms "SPOTTING" and "DROPPING" are considered to

be synonymous and are used interchangeably, and is defined as follows:

"SPOTTING" means the placing of a trailer at a specific site designated by the consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by TSP's employee and unaccompanied by power unit. The TSP will not move the trailer until such time as it has received notification pursuant to paragraph [2] below that the trailer is ready for pickup at any site on premises.

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

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

1. COMMENCEMENT OF SPOTTING AND FREE TIME:

- (a) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
- (b) For trailers spotted for unloading, such time will commence at the time of placement of the trailer at the site designated by the consignee, or other party designated by the consignee. For trailers spotted for loading, such time will commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by the consignor.
- (c) When any portion of the 24-hour free time extends into a Saturday, Sunday, or Federal holiday, the computation of time for such portion will resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, nor Federal holiday.
- (d) Free time will not begin on a Saturday, Sunday, or Federal holiday, but at 7 a.m. on the next day, which is neither a Saturday, Sunday, nor Federal holiday.
- (e) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading will not begin until free time for unloading

has elapsed.

## 2. TERMINATION OF SPOTTING AND NOTIFICATION:

The consignor, consignee, or other party designated by them will notify the TSP when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the TSP receives notification.

Notification by telephone if convenient and practical, otherwise by e-mail, will be given by the consignor, consignee, or other party designated by them at their own expense, to the TSP or other party designated by the TSP for the purpose of advising such TSP or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, TSP may require written confirmation.

- (a) When a spotted trailer is changed to a vehicle with power at the request of the consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for the vehicles with power will immediately commence with no further free time allowed.
  - ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

## 3. PREARRANGED SCHEDULING:

- (a) The TSP will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
- (b) If the TSP's vehicle arrives later than the scheduled time, time will begin to run from actual time spotting commences.
- (c) If the TSP's vehicle arrives prior to scheduled time, time will begin to run from the scheduled time or actual time loading or unloading commences whichever is earlier.

## 4. GENERAL DETENTION CHARGES:

After the expiration of free time as provided in paragraph [1] - [4] of this item, charges for detaining a trailer will be assessed as follows:

It is FEMA policy that a maximum charge of \$100 per closed van, flatbed, step deck trailer for each 24-hour period or fraction thereof may be charged. However, a lower rate may be bid during the rate cycle. Rates filed above \$100 per 24-hour period will not be accepted. If a rate is not filed, no detention charges will be paid. **TSPs must file a trailer detention rate for closed van, flatbed, and/or step deck trailers not exceeding \$100 per 24-hour period.**

**3.3. ITEM 350-RF: DETENTION - VEHICLES WITHOUT POWER UNITS - SPOTTING OR DROPPING TRAILERS- REFRIGERATED VAN (Subject to Notes 1 and 2)**

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

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

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

"SPOTTING" means the placing of a trailer at a specific site designated by the consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by TSP's employee and unaccompanied by power unit. The TSP will not move the trailer until such time as it has received notification pursuant to paragraph [2] below that the trailer is ready for pickup at any site on premises.

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

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

the following rules will govern:

1. COMMENCEMENT OF SPOTTING AND FREE TIME:

- (a) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
- (b) For trailers spotted for unloading, such time will commence at the time of placement of the trailer at the site designated by the consignee, or other party designated by the consignee. For trailers spotted for loading, such time will commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by the consignor.
- (c) When any portion of the 24-hour free time extends into a Saturday, Sunday, or Federal holiday, the computation of time for such portion will resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, nor Federal holiday.
- (d) Free time will not begin on a Saturday, Sunday, or Federal holiday, but at 7 a.m. on the next day, which is neither a Saturday, Sunday, nor Federal holiday.
- (e) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading will not begin until free time for unloading has elapsed.

2. TERMINATION OF SPOTTING AND NOTIFICATION:

- (a) The consignor, consignee, or other party designated by them will notify the TSP when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the TSP receives notification. Notification by telephone if convenient and practical, otherwise by e-mail, will be given by the consignor, consignee, or other party designated by them at their own expense, to the TSP or other party designated by the TSP for the purpose of advising such TSP or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, TSP may require written confirmation.
- (b) When a spotted trailer is changed to a vehicle with power at the request of the consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for the vehicles with power will immediately commence with no further

free time allowed.

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

### 3. PREARRANGED SCHEDULING:

- (a) The TSP will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
- (b) If the TSP's vehicle arrives later than the scheduled time, time will begin to run from actual time spotting commences.
- (c) If the TSP's vehicle arrives prior to scheduled time, time will begin to run from the scheduled time or actual time loading or unloading commences whichever is earlier.

### 4. GENERAL DETENTION CHARGES:

After the expiration of free time as provided in paragraphs [1] - [4] of this item, charges for detaining a trailer will be assessed as follows:

It is FEMA policy that a maximum charge of \$200 per refrigerated van trailer for each 24-hour period or fraction thereof may be charged. However, a lower rate may be bid during the rate cycle. Rates filed above \$200 per 24-hour period will not be accepted. If a rate is not filed, no detention charges will be paid. **TSPs must file a refrigerated van trailer detention rate not exceeding \$200 per 24-hour period.**

### **3.4. ITEM 350-RGN: DETENTION -VEHICLES WITHOUT POWER UNITS- SPOTTING OR DROPPING TRAILERS - REMOVABLE GOOSNECK (RGN) (Subject to Notes 1 and 2)**

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

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

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

"SPOTTING" means the placing of a trailer at a specific site designated by the consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by TSP's employee and unaccompanied by power unit. The TSP will not move the trailer until such time as it has received notification pursuant to paragraph [2] below that the trailer is ready for pickup at any site on premises.

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

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

1. COMMENCEMENT OF SPOTTING AND FREE TIME:

- (a) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
- (b) For trailers spotted for unloading, such time will commence at the time of placement of the trailer at the site designated by the consignee, or other party designated by the consignee. For trailers spotted for loading, such time will commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by the consignor.
- (c) When any portion of the 24-hour free time extends into a Saturday, Sunday, or Federal holiday, the computation of time for such portion will resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, nor Federal holiday.
- (d) Free time will not begin on a Saturday, Sunday, or Federal holiday, but at 7 a.m. on the next day, which is neither a Saturday, Sunday, nor Federal holiday.
- (e) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is

completed, free time for loading will not begin until free time for unloading has elapsed.

## 2. TERMINATION OF SPOTTING AND NOTIFICATION:

- (a) The consignor, consignee, or other party designated by them will notify the TSP when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the TSP receives notification. Notification by telephone if convenient and practical, otherwise by e-mail, will be given by the consignor, consignee, or other party designated by them at their own expense, to the TSP or other party designated by the TSP for the purpose of advising such TSP or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, TSP may require written confirmation.
- (b) When a spotted trailer is changed to a vehicle with power at the request of the consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for the vehicles with power will immediately commence with no further free time allowed.
  - ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

## 3. PREARRANGED SCHEDULING:

- (a) The TSP will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
- (b) If the TSP's vehicle arrives later than the scheduled time, time will begin to run from actual time spotting commences.
- (c) If the TSP's vehicle arrives prior to scheduled time, time will begin to run from the scheduled time or actual time loading or unloading commences whichever is earlier.

#### 4. GENERAL DETENTION CHARGES:

After the expiration of free time as provided in paragraphs [1] - [4] of this item, charges for detaining a trailer will be assessed as follows:

It is FEMA policy that a maximum charge of \$115 per removable gooseneck (RGN) trailer for each 24-hour period or fraction thereof may be charged. However, a lower rate may be bid during the rate cycle. Rates filed above \$115 per 24-hour period will not be accepted. If a rate is not filed, no detention charges will be paid. **TSPs must file a removable gooseneck (RGN) trailer detention rate not exceeding \$115 per 24-hour period.**

### **3.5. ITEM 425-FF: HYDRAULIC LIFTGATE SERVICE**

Where the TSP is required or requested to employ hydraulic lifting or lowering devices to accomplish pickup or delivery of the goods to or from TSP's equipment, an additional flat fee subject to a maximum charge of \$100.00 will be assessed upon the shipment or shipments for which such service is rendered, at one time.

For full truckload (TL) shipments, TSPs must file a Hydraulic Liftgate service rate charge not to exceed \$100.00 per shipment. The Bill of Lading (BOL) must be annotated "LIFTGATE SERVICE REQUESTED."

For less than truckload (LTL) shipments, TSPs must file a Hydraulic Liftgate service rate charge not to exceed \$100.00 per shipment at either the origin or destination. The Bill of Lading (BOL) must be annotated "LIFTGATE SERVICE REQUESTED AT ORIGIN," "LIFTGATE SERVICE REQUESTED AT DESTINATION," or "LIFTGATE SERVICE REQUESTED AT ORIGIN AND AT DESTINATION." TSPs providing LTL service may receive a maximum of \$100.00 per shipment for Hydraulic Liftgate service if the BOL only specifies the requirement for liftgate service at the origin or the destination. TSPs providing LTL service may receive a maximum of \$200.00 per shipment for Hydraulic Liftgate service if the BOL specifies a requirement for liftgate service at both the origin and the destination.

The TSP is not obligated to perform such service when suitable equipment with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the equipment. Note: ITEM 425-FF: HYDRAULIC LIFTGATE SERVICE does not apply to ITEM 325: DETENTION - VEHICLES WITH POWER UNITS AND 20'- 26' BOX TRUCK W/LIFTGATE.

### **3.6. ITEM 450: FORKLIFT SERVICE**

On shipments that require a forklift service and the consignor, or the consignee does not furnish this

service, the TSP will endeavor to arrange for such forklift service and will be subject to a maximum charge of \$400 per shipment. Forklift service will include a maximum lift capacity of 10,000lbs.

When forklift service is used on import or export traffic at wharves or docks, the provisions of this item will apply regardless of the weight or size of the articles. The Bill of Lading (BOL) must be annotated: "FORKLIFT SERVICE REQUESTED".

### 3.7. ITEM 480: EXPEDITED SERVICE

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

When requested by the consignor or consignee, TSPs will provide expedited service, subject to the following:

Expedited service is the immediate dispatch of a shipment in continuous line haul service within legal parameters, to meet a particular delivery schedule of the consignor or consignee. This accessorial may apply when the following two conditions are met: 1) the need for transportation services to support FEMA is during steady state (non- disaster) conditions, and 2) the RDD reflects a timeframe that is shorter than what is specified in Table 2 below:

**Table 2: CONUS Motor Freight Transit Time in Business Days**

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

- The bill of lading must be annotated: "EXPEDITED SERVICE REQUESTED."
- The charge for expedited service will not exceed 19 cents-per 1.6093 kilometers (cents per mile). When an extra driver is requested, additional charges under ITEM 1040 SERVICES - DUAL DRIVER SERVICE will apply. **TSPs must file an expedited service rate not exceeding 19 cents-per-mile.**

### 3.8. ITEM 485-EM: EMERGENCY SERVICE

This accessorial is applicable to FEMA shipments supporting an active disaster response that require pickup and/or delivery in a timeframe that is shorter than what is specified in Table 3 below:

**Table 3: CONUS Motor Freight Transit Time in Business Days**

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

Submission of a rate against this accessorial will mean that TSPs will provide Emergency Service for all lanes for which a TSP has filed rates. The shipment will have immediate dispatch and continuous line haul service within legal parameters. The bill of lading (BOL) must be annotated: "EMERGENCY SERVICE REQUESTED". The charge for Emergency Service will be assessed as a percentage increase added to the General rates for all equipment types and all lanes filed by the TSP. **TSPs must file an Emergency Service rate not exceeding 50%.**

### **3.9. ITEM 485-AH: AFTER HOURS SERVICE**

This accessorial is applicable to FEMA shipments not supporting an active disaster response with a required pick-up time between 5:01 PM and 7:59 AM local time Monday through Friday. Submission of a rate against this accessorial will mean that TSPs will provide After Hours Service for all equipment types and all lanes for which a TSP has filed rates. The bill of lading (BOL) must be annotated: "AFTER HOURS SERVICE REQUESTED".

The charge for After Hours Service will not exceed \$1.35-per 1.6093 kilometers (per mile). **TSPs must file an After-Hours Service rate not exceeding 135 cents-per-mile.**

### **3.10. ITEM 485-WH: WEEKEND & HOLIDAY SERVICE**

This accessorial is applicable to FEMA shipments not supporting an active disaster response with a required pick-up time on a Saturday, Sunday, or Federal Holiday. Federally designated holidays, as provided by Title 5 of the U.S. Code, include: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Submission of a rate against this accessorial will mean that TSPs will provide Weekend & Holiday Service for all equipment types and all lanes for which a TSP has filed rates. The bill of lading (BOL) must be annotated: "WEEKEND & HOLIDAY SERVICE REQUESTED".

The charge for Weekend & Holiday Service will not exceed \$1.35-per 1.6093 kilometers (per mile). **TSPs must file a Weekend & Holiday Service rate not exceeding 135 cents-per-mile.**

### **3.11. ITEM 925: DIVERSION OR RECONSIGNMENT SERVICE**

A request for the diversion or reconsignment of a shipment will be subject to the following definitions, conditions, and charges:

#### **SECTION 1: DEFINITION OF RECONSIGNMENT OR DIVERSION:**

For the purpose of this item the terms “DIVERSION” and “RECONSIGNMENT” are considered to be synonymous and the use of either will be considered to mean a change in the place of pickup or delivery, exceeding 20 miles of the original pickup or destination.

#### **SECTION 2: Conditions**

1. Request for diversion must be made in writing or confirmed in writing. The TSP must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. The TSP will not accept disposition instructions printed on the Bill of Lading (BOL), Shipping Order, Shipping Label or Container as authority to reship, return, or divert a shipment.
2. TSP will make diligent efforts to execute a request for diversion but will not be responsible if such service is not performed.
3. All charges applicable to the shipment whether accrued or accruing must be guaranteed to the satisfaction of the TSP before reconsignment will be made.
4. Only entire shipments, not portions of shipments may be diverted.
5. Original Bill of Lading will be voided and replaced with a corrected Bill of Lading listing the updated change in point of pickup or delivery.

#### **SECTION 3: Charges**

Diversion or Reconsignment as defined in Section 1 will be subject to the following charges after the Bill of Lading has been issued and the diverted shipment exceeds 20 miles from the original pickup or destination point:

1. A charge of \$1.35/mile per shipment will be applied in addition to the agreed Rate Per Mile (RPM) charge when a shipment is diverted from the original point of pickup or destination. The TSP will provide FEMA with the actual miles travelled from point of origin to the diversion point. The total linehaul charge will be recalculated from the shipment’s point of origin to the point of diversion, and from the point of diversion to the new destination point.
2. For One Time Only spot bid shipments that are all inclusive, diversion rates will be negotiated.

### **3.12. ITEM 1040: SERVICES - DUAL DRIVER SERVICE**

When requested by the shipper and so indicated on the bill of lading or in writing, an extra driver will be furnished for an additional charge not to exceed 21 cents-per-mile (cents -per- 1.6093 km). Such a charge will apply in addition to the transportation and all other applicable charges and is to be assessed on the basis of the distance applicable from origin to destination on the shipment involved. The bill of lading (BOL) must be annotated: "DUAL DRIVER SERVICE REQUESTED".

**TSPs must file a Dual Driver Service rate not exceeding 21 cents-per-mile.**

### **3.13. ITEM 1300: FUEL RELATED GENERAL RATE ADJUSTMENT**

The provisions of subsections A through E of this section govern a Fuel Related General Rate Adjustment (FRGRA) that Motor Freight Transportation Service Providers (TSPs) participating in this STOS make to overland line haul charges.

1. General: The FRGRA provides a TSP flexibility to obtain reasonable relief from sudden and unforeseen increases in diesel fuel prices. Additionally, the FRGRA requires a TSP to correspondingly discount its line haul charge when there are sudden and unforeseen decreases in diesel fuel prices. Since fuel-related rate adjustments for gradual changes in a TSP's fuel related costs over a longer period of time are beyond the purpose of this provision, a TSP should consider gradual fuel price changes when it submits or supplements its STOS rates during a rate filing open window if such changes significantly affect the TSP's operating costs.
2. Application: The FRGRA is applicable to all FEMA negotiated/accepted rate offers. The FRGRA may be waived or altered only by FEMA.
3. Setting Baseline: Diesel fuel price ranges and corresponding applicable percent rate adjustment levels were collaboratively established with the motor TSP industry as of November 2000. The levels specified in this section reflect current standard industry practice and will be reviewed and revised on an as-needed basis.
4. Determination of Adjustment: Each Monday, or first working day thereafter if the Monday falls on a Federal Holiday (after referred to as "Monday"), the Department of Energy, Energy Information Administration (EIA), posts the National U.S. Average diesel fuel price. If a FRGRA is justified per the table in #7 below based on each Monday's posting, the FRGRA will be based on the tender issue date. FEMA updates the fuel cost in LSCMS every Wednesday. A TSP is responsible for monitoring diesel fuel prices each Monday using one of the sources identified below to determine whether a FRGRA will apply at the time the

tender is issued. For more information, see the EIA Website: <http://www.eia.doe.gov>.

5. Amount of Adjustment: If on any given Monday National U.S. Average diesel fuel prices exceed or fall below the neutral range specified in the table under #7 below, a TSP will compute its FRGRA per the guidance in the table as appropriate.
  
6. If the National U.S. Average diesel fuel prices exceed the neutral range, the TSP may increase its line haul charge by the appropriate percentage specified in the table under #7 below, or, if the National U.S. Average diesel fuel prices fall below the neutral range, the TSP must decrease its line haul charge by the percentage specified in the table under #7 below.
  
7. Increase/Decrease Schedule: The following table specifies the percentage FRGRA to be applied based on diesel fuel cost per gallon:

	Cost Per Gallon	Percent Decrease	Percent Increase
<b>NEUTRAL RANGE</b>	\$1.00 - \$1.10	0	0
	\$1.11 - \$1.15	0	0.5
	\$1.16 - \$1.20	0	1.0
	\$1.21 - \$1.25	0	1.5
	\$1.26 - \$1.30	0	2.0
	\$1.31 - \$1.35	0	2.5
	\$1.36 - \$1.40	0	3.0
	\$1.41 - \$1.45	0	3.5
	For each 5 cents per gallon above \$1.45, add 0.5%		

8. Billing Procedures: FEMA will clearly show the amount of any diesel fuel rate adjustment, either an increase or a decrease (discount), as a separate line item on all affected freight bills, Transportation Service Orders (TSO's), or bills of lading.

**3.14. ITEM 1310: RELOCATION OF DROPPED TRAILERS**

FEMA reserves the right to relocate dropped trailers as the agency deems necessary. If FEMA moves a dropped trailer from the original drop location to a new destination, a charge of \$1.35/mile will apply to the mileage between the original drop location and the new destination as determined by PC\*MILER or an applicable mileage guide, book, or other method deemed acceptable by FEMA. No additional fees will apply for the TSP to recover the trailer from its final destination.

**3.15. ITEM 1350: TRUCK ORDERED, NOT USED (TONU)**

If FEMA elects to cancel a transportation order after a TSP has arrived at the origin to pick up a

load, FEMA will reimburse the TSP \$210.00 for each truck that arrived at the origin that is not used.

### **3.16. ITEM 1351: WRANGLER SERVICE**

Where the TSP is required or requested to employ support to supervise shuttle drivers at a FEMA disaster response site subject to a maximum charge of \$950 per 24-hour period. When requested by the consignor or consignee, TSPs will provide wrangler services, subject to the following:

- Maintain accountability of all shuttle drivers at FEMA disaster site
- Provide dispatching instructions to drivers daily
- Report the daily status of shuttle fleet count in yard
- Possible need for coverage for 24-hour operations

The Bill of Lading (BOL) must be annotated: "WRANGLER SERVICE REQUESTED". If more than one wrangler is requested, FEMA will create a separate BOL for each Wrangler required. TSPs must file a Wrangler Service rate charge not to exceed \$950.00 per 24-hour period. Charges will be computed from the arrival of the Wrangler to the requested location and to run until the services of the Wrangler is terminated.

## APPENDIX A - ITEM 1: DEFINITION OF TERMS

**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.

**Diversión** - 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 CFR § 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 USC § 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, Parts 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, Juneteenth 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 49 U.S.C. § 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 FEM A.

**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 B - METRIC CONVERSIONS

### U.S. MEASUREMENT TO METRIC MEASUREMENT

#### Length

Symbol	When You Know	Multiply By	To Find	Symbol
in	inches	2.53	centimeters	cm
ft	feet	30.48	centimeters	cm
ft	feet	0.3048	meters	m
yd	yards	0.9144	meters	m
mi	miles	1.6093	kilometers	km

#### Mass (weight)

Symbol	When You Know	Multiply By	To Find	Symbol
oz	ounces	28.35	grams	g
lb	pounds	0.4536	kilograms	kg
t	short ton (2,000 lb.)	0.9072	metric ton	T

#### Volume

Symbol	When You Know	Multiply By	To Find	Symbol
pt	pints	0.473	liters	L
qt	quarts	0.946	liters	L
gal	gallons	3.785	liters	L

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