

This document is not a proposal to withdraw Hawaii's title V program. Consistent with 40 CFR 70.10(b)(2), EPA will wait at least 90 days, at which point it will determine whether Hawaii has taken significant action to correct the deficiency.

II. Administrative Requirements

Under section 307(b)(1) of the Clean Air Act, petitions for judicial review of today's action may be filed in the United States Court of Appeals for the appropriate circuit within 60 days of April 1, 2002.

Dated: March 22, 2002.

Wayne Nastri,

Regional Administrator, Region 9.

[FR Doc. 02-7775 Filed 3-29-02; 8:45 am]

BILLING CODE 6560-50-P

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Small Package Tender of Service

AGENCY: Federal Supply Service, GSA.

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

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

DATES: Please submit your comments by May 31, 2002.

ADDRESSES: Mail comments to the General Services Administration, Travel and Transportation Management Division (FBL), Washington, DC 20406, Attn: Raymond Price.

FOR FURTHER INFORMATION CONTACT: Mr. Raymond Price, Transportation

Programs Branch by phone at 703-305-7536 or by e-mail at raymond.price@gsa.gov.

Dated: March 14, 2002.

Tauna T. Delmonico,

Director, Travel and Transportation Management Division.

GSA Small Package Tender of Service (SPTOS)

Part 1

General Small Package Tender of Service No. 10

General Services Administration, Federal Supply Service, Freight Program Management Office (6FBD-X), 1500 E. Bannister Rd., Kansas City, MO 64131

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Section 1—General

Item 1-1 Scope of the Small Package Tender of Service (SPTOS)

A. The GSA Small Package Tender of Service (SPTOS) Consists of the Following Parts

- Part 1 The GSA General Small Package Tender of Service No. 10 (GSA SPTOS No. 10);
- Part 2 The GSA National Small Package Rules Tender No. 11 (GSA No. 11); and
- Part 3 The GSA Small Package Baseline Rate Publication No. 12 (GSA No. 12).

B. General

Hereinafter, GSA or the other Government agencies participating in the TOS will be referred to as a participating agency. This TOS provides terms and conditions for the transportation and all related services within CONUS for GSA or the other Government agencies participating in the TOS. This TOS is applicable to all tenders filed with the TOS participating agencies.

C. Description of Freight

The property to be moved under this SPTOS consists of a variety of commodities to be used by Government agencies or authorized contractors for the Government and will be generally described as freight-all-kinds (FAK) except Class 1.1, 1.2, and 1.3 explosives (these are new designations for previous Class A and B explosives), hazardous wastes, and radioactive articles requiring a hazardous material label, and items of extraordinary value. It is further required that all transportation service providers (TSPs) participating in the TOS possess the required insurance and authority to transport hazardous

materials other than those restricted herein.

D. TSP Liability

For small package shipments moved under this TOS, the TSP shall provide liability coverage of \$100 per package, or the amount offered commercially, whichever is greater, unless a higher liability coverage is declared on the transportation documentation at the time the shipment is tendered. If additional protection is desired, insurance may be purchased for amounts in excess of \$100. See GSA No. 11 Item 110 Additional Insured Value.

E. Freight Excluded

Excluded from the scope of this TOS are shipments that can be more advantageously or economically moved via truckload or less-truck-load carriers; parcel post; shipments of Class 1.1, 1.2, and 1.3 explosives (former Class A and Class B explosives); hazardous wastes; radioactive articles requiring a hazardous material label; uncrated used household goods; shipments that the Government may elect to move in Government vehicles; freight subject to specific agency programs or contracts, (e.g. Guaranteed Freight Programs or local drayage contracts.), and items of extraordinary value.

F. Hazardous Material Authority

Any Government agency shipping hazardous materials requires TSPs participating in this TOS to maintain a "satisfactory" safety rating from the Department of Transportation (DOT). If a TSP receives a "conditional" or "unsatisfactory" safety rating from DOT, the TSP will be placed in nonuse status until documentary evidence is furnished to the office placing the TSP in nonuse that such rating has been upgraded by DOT to "satisfactory".

Item 1-2 Participating Government Agencies

A. General

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

B. Rights of Participating Agencies

1. Participating agencies are entitled to issue their own RFOs referencing the terms and conditions of the GSA Small Package Tender of Service No. 10, the GSA National Small Package Rules Tender No. 11, and the GSA Small Package Baseline Rate Publication No.

12, supplements thereto and reissues thereof; and

2. Participating agencies are entitled to accept rate offers submitted by those TSPs approved in accordance with Item 2-2 which reference the terms and conditions of the GSA Small Package Tender of Service No. 10, the GSA National Small Package Rules Tender No. 11, and the GSA Small Package Baseline Rate Publication No. 12, supplements thereto and reissues thereof.

Item 1-3 Revising SPTOS Provisions and Method of Canceling Original or Revised Pages

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

A. *TOS Page Revisions*: Reserved.

B. *Reissuing the SPTOS*: Reserved.

Item 1-4 Unintentionally Accepted Tender Rule

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

Item 1-5 Lawful Performance, Operating Authority, and Insurance

All service shall be performed in accordance with applicable Federal, State, and local laws and regulations. TSPs shall possess the required carrier operating authority and maintain cargo as well as public liability insurance as required by Federal, State, and local regulatory agencies.

Item 1-6 Acceptance of the SPTOS

The acceptance of this TOS is a prerequisite for any small package TSP desiring to be considered for the transportation of Government property shipped by a participating agency.

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

The conditions of the TOS are in addition to all service provisions of any applicable tender or tariff (including the GSA National Small Package Rules Tender No. 11 and the GSA Baseline Rate Publication No. 12) under which a

shipment may be routed, except where these conditions may be in conflict with applicable Federal, State, and local laws and regulations.

If a conflict exists between the provisions of the TOS and the provisions named in the GSA National Small Package Rules Tender No. 11, the provisions of this TOS will apply.

The acceptance of the GSA TOS by a TSP shall be accomplished as specified in Section 2 of this document.

Item 1-7 Basis for Determining Applicable Distance

Unless otherwise authorized, all tenders shall be predicated on ITEM 30 Mileage To Zone Conversion of the GSA No. 12, regardless of the distance actually traveled by the carrier.

Item 1-8 Application of the Terms and Conditions Set Forth for Use of a Bill of Lading (BL) for the Government

The terms and conditions governing acceptance and use of Bills of Lading (BLs) as cited in 41 CFR 102-118.135 and 140 apply to all shipments handled pursuant to this Small Package Tender of Service (SPTOS) as follows:

A. When using commercial forms, all shipments must be subject to the terms and conditions set forth for use of a bill of lading for the Government. Any other non-conflicting applicable contracts or agreements between the TSP and an agency involving buying transportation services for Government traffic remain binding.

B. The shipment must be made at the restricted or limited valuation specified in the tariff or classification or established under section 13712 of the Interstate Commerce Commission (ICC) Termination Act of 1995 (49 U.S.C. 13712), formerly section 10721 of the Interstate Commerce Act, or limited contract, arrangement or exemption at or under which the lowest rate is available, unless indicated on the transportation documentation. (This is commonly referred to as an alternation of rates);

C. Receipt for the shipment is subject to the consignee's annotation of loss, damage, or shrinkage on the delivering TSP's documents and the consignee's copy of the same documents. If loss or damage is discovered after delivery or receipt of the shipment, the consignee must promptly notify the nearest office of the last delivering TSP and extend to the TSP the privilege of examining the shipment;

D. The rules and conditions governing commercial shipments for the time period within which notice must be given to the TSP, or a claim must be filed, or suit must be instituted, shall

not apply if the shipment is lost, damaged or undergoes shrinkage in transit. Only with the written concurrence of the Government official responsible for making the shipment is the deletion of this item considered valid;

E. Interest shall accrue from the voucher payment date on the overcharges made and shall be paid at the same rate in effect on that date as published by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982 (31 U.S.C. 3717).

Section 2—Participation

Item 2-1 General

Participation in the GSA Small Package Tender Of Service (SPTOS) Small Package Freight Traffic Management Program is open to any TSP possessing the operating authority and insurance required in ITEM 1-5 of this TOS and who has met the approval requirements identified in Item 2-2, below.

Item 2-2 Approval To Participate

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

Approval Requirements for Small Package TSPs

Small package TSPs must submit the following documentation to the address contained in Item 2-2 in order to meet the approval requirements for participation:

One (1) copy of the TSP's operating authority issued by the Department of Transportation. This copy of the TSP's operating authority must be provided in accordance with MC107 and/or The Motor Carrier Act of 1980;

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

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

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

Section 3—Offers of Service

Item 3-1 Solicitation of Rate Offers

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

Item 3-2 Submission of Rate Offers

A. Submission of Electronic Rate Offers

When a participating agency has determined that rate offers must be submitted electronically, those rate offers must be submitted electronically in accordance with the electronic filing instructions established by the General Services Administration Freight Program Management Office (6FBD-X), Kansas City, MO. All accepted electronic rate offers will be made available to GSA's Office of Transportation and Property Management's Audit Division.

1. Items in the GSA No. 11 that Contain Rates or Charges: The following Items from the GSA National Small Package Rules Tender No. 11 are all the Items that contain rates or charges. Carriers must indicate in their electronic rate offer either one percentage for all of these Items or separate percentages for each.

- Item 100 Addition Handling Charge (each package)
- Item 110 Additional Insured Value
- Item 150 Each Address Correction
- Item 200 Each Acknowledgement of Delivery
- Item 210 Each Recall of a Prior Delivery
- Item 220 Each C.O.D.
- Item 230 Hazardous Material Surcharge (each package)
- Item 270 Pickup Or Delivery Service—At Private Residences
- Item 290 Pickup Or Delivery Service—Saturday

B. Submission of Non-Electronic Rate Offers

When a participating agency has determined that rate offers must be submitted non-electronically, the

participating agency will provide the appropriate filing instructions.

Item 3-3 Time of Filing

A. Electronic Rate Offers

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

B. Non-Electronic Rate Offers

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

Item 3-4 Non-Alternation Tender Acceptance Policy

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

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

Section 4—Statement of Work

Item 4-1 Performance of Service

Carriers accepting shipments offered under this TOS shall establish effective service controls for the prompt and complete performance of all ordered pick-up, transport, active tracking, and delivery of general commodities to and from points within the continental United States (CONUS).

Item 4-2 Services To Be Provided

TSPs participating in this TOS shall provide the following:

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

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

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

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

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

F. Accessorial and special services, as requested or annotated on the transportation documentation.

G. Prompt inspection of damaged material.

H. Settlement of all claims for loss or damage attributable to carrier liability within 120 days.

I. Protection from elements and securing of the loads.

J. Transportation of hazardous materials other than Class 1.1, 1.2, and 1.3 explosives; hazardous wastes; and radioactive articles requiring a hazardous material label in accordance with Title 49 of the Code of Federal Regulations (49 CFR). TSPs which do not ordinarily provide transportation of hazardous materials are not required to do so.

K. Inside pickup or delivery, when requested and annotated on the transportation documentation. (Unwarranted refusal or selective acceptance of cargo is prohibited.)

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

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

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

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

Item 4-3 Completion of Service

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

Item 4-4 Attempted Delivery

(1) The TSP shall attempt to deliver a shipment three times.

(2) The TSP shall leave a notice of attempted delivery with each shipment.

(3) For purposes of TSP performance, the delivery shall be considered accomplished on the date and time of the first attempted delivery to the address on the package.

Item 4-5 Prompt Notification of Undelivered Freight

When a shipment cannot be delivered because of the consignee's inability or refusal to receive or accept the shipment, TSPs shall (except for shipments originated by GSA) notify the applicable agency shipping facility traffic manager/contact point and request additional handling or forwarding instructions from the consignor. For GSA originated shipments, carriers shall request additional handling or forwarding instructions from either the GSA National Customer Service Center (6FR) (NCSC), 1500 East Bannister Road, Kansas City, MO 64131-3088 (1-800-488-3111) (FAX 816-926-6952) or the consignor.

Item 4-6 Rules and Accessorial Charges

Shipments transported under this TOS shall be subject to the rules and accessorial charges published in the applicable GSA National Small Package Rules Tender No. 11. No TSP independent actions (TSPs' rules or accessorial tariffs) or bureau published tariffs deviating from the GSA National Small Package Rules Tender No. 11 are acceptable.

Item 4-7 Special Services Ordered by the Consignor

Only special or accessorial services annotated on the transportation documentation by the consignor or provided for by an amendment to the transportation documentation are authorized and will be paid by the agency.

Item 4-8 Department of Transportation (DOT) Emergency Response Guidebook

Each TSP that is subject to this TOS that picks up or transports a hazardous material shipment shall maintain emergency response information as specified in Title 49 of the Code of Federal Regulations (49 CFR) Section 172.602 in the same manner as prescribed for shipping papers. The TSP shall have in its possession a copy of the current Department of Transportation (DOT) Emergency Response Guidebook when picking up, transporting, or delivering a shipment of hazardous material. This information must be immediately accessible to a transport vehicle operator or crew in the event of an incident involving a hazardous material.

Item 4-9 Tracing Shipments

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

Section 5—Performance Requirements

Item 5-1 Transit Time

A. All agencies as identified in Item 1-2.A. and the General Services Administration (GSA) Distribution Centers, and direct deliveries from the National Industries For The Blind (NIB), and the National Industries For The Severely Handicapped (NISH).

B. Delivery Time:

Up to 150 mi. 1 day
151 to 500 mi. 2 days
501 to 1500 mi. 4 days
1501 to 2100 mi. 5 days
2101 mi. & over 6 days

C. Method of Measuring Transit Time. (1) Start of Transit Time.

Transit time begins the next business day after the shipment is signed for by the TSP and ends at the time the shipment is delivered (or made available for delivery) to the receiving activity (destination). In instances where a shipment is signed for by the TSP on a Saturday, Sunday, or holiday

the transit time will not begin until the NEXT BUSINESS DAY.

(2) Computation of Transit Time.

(i) Transit time for small package shipments is measured in business days, excluding Saturday, Sunday, and holidays as set forth in ITEM 30 Definition Of Terms, (2) Legal Holidays in the GSA National Small Package Rules Tender No. 11 herein.

(ii) Unless the agency or customer requests and authorizes delivery on Saturdays, Sundays, or holidays (as set forth in ITEM 30 Definition Of Terms, (2) Legal Holidays in the GSA National Small Package Rules Tender No. 11 herein), TSPs shall not be required to deliver shipments on these days. TSPs shall not be penalized if they refuse to voluntarily make Saturday, Sunday, or holiday delivery.

Item 5-2 Pickup

A. General

TSP pickup service shall include arriving on time for pickup.

B. Ordering Equipment

When ordering equipment or requesting a pickup date, TSPs will receive advance notice. Unless an abnormal amount or type of equipment is requested, TSPs will be notified in the afternoon prior to the day the equipment is needed. 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 "special" same day pickup service.

C. Method of Measurement

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

Item 5-3 Loss or Damage

A. General

Loss or damage claims attributable to the TSP's performance must be acknowledged and settled within 120 days.

B. Method of Measurement

In all instances, loss or damage claim settlements will be applied to the origin TSP performance of service using reports, records, and history files compiled by the agency. These reports,

records, and history files will include for each participating TSP, the number of shipments it handled as well as the number of claims settled against it.

C. Aggregation of Claims

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

Item 5-4 Unusual Incidents

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

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

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

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

Item 5-5 All Others

This category includes the evaluation of all other services that TSPs may be requested to provide, such as the ability to provide accessorial and special services as required, documented customer complaint(s), adherence in observing Federal, State, local, and agency shipping facility regulations, and unwarranted refusal of shipments. (Selective acceptance of shipments is prohibited.)

Item 5-6 Other Elements

All other service elements requiring TSP response and action due to a deficiency in performance must be responded to by the TSP within 10 days of receipt of an agency notice of such a deficiency. The TSP response must include a plan to correct the deficiency. The elements of service described herein generally refer to specific operational factors affecting the timely, efficient and cost-effective movement of agency freight. There are, however, other elements which will be considered in determining the overall performance of a TSP and the ability and fitness of a TSP to provide service to agencies. These elements are of such importance that one violation will render subject TSP to possible placement in temporary nonuse status.

These elements include, but are not limited to:

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

Item 5-7 Request for a Waiver of Requirements of the SPTOS or Application of the Terms and Conditions Set Forth for Use of a (BL) for the Government

A. When Granted and by Whom

The transportation documentation issuing officer, the agency shipping facility Traffic Manager or the agency servicing office representative, for an individual shipment, may waive one or more of the requirements in this TOS or of the BL in whole or in part because of the incompatibility of such requirements with the prevailing circumstances. An affected TSP may

submit the waiver request verbally to the transportation documentation issuing officer; however, the request must be confirmed in writing by the TSP to the transportation documentation issuing officer within one day of the initial request.

B. Confirmation of Waiver

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

Item 5-8 A stray Package(s)

In the event that small packages are separated from the TSP's freight bill or transportation documentation, the following procedures will apply:

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

B. When the consignee cannot be determined from the markings on the package or shipping documents, but the TSP is able to determine that the property belongs to a specific Government agency, then the TSP will contact the nearest installation of that agency for disposition instructions.

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

C. When specific agency ownership cannot be determined for stray packages which are identifiable Government property, the TSP will contact the nearest Government installation for disposition instructions.

Section 6—Service Performance Standards

Item 6-1 TSP Performance Reviews

A. Documenting TSP Performance

TSP performance data will be obtained from a variety of sources,

including, but not limited to the following:

(1) Complaints (both written and oral) submitted by an agency transportation officer, transportation documentation issuing officer, agency official, agency shipping facility operating personnel, or consignee;

(2) Reports obtained or formulated from TSP pickup records, history files, finance payment records, and agency discrepancy computer runs; and

(3) Serious incident reports.

Item 6-2 TSP Evaluation

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

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

B. Service Standard Table:

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

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

D. TSP performance that is determined to be "unsatisfactory" for one or more categories will result in the issuance of a warning letter by the respective agency servicing officer or his or her designee. The TSP will be advised that its service for one or more categories is "unsatisfactory" and that if service for that category(ies) fails to improve, the TSP will be subject to placement in temporary nonuse status.

E. TSP performance that is determined to be "unsatisfactory" for one or more of the categories will result in notification by the agency servicing officer or designee that action is being initiated to place it in a temporary nonuse status in accordance with the nonuse procedures set forth in Section 8—Temporary Nonuse, Debarment, And Suspension.

Section 7—Inspection

Item 7-1 General

Authorized representatives of the shipping agency shall have the right to inspect TSP facilities (local TSPs equipment, terminals, stations, or warehouses) and to inspect the performance of services (loading, pickup, delivery, and any other services performed or being performed by the TSP) in connection with any shipment handled under the provisions of this TOS.

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

B. 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 work is being performed.

Item 7-2 Corrective Action

When authorized representatives of the Shipping Office determine that

facilities, equipment, or services do not meet the terms, conditions or specifications prescribed by this TOS, the TSP or its agent shall cooperate fully to promptly correct the deficiency by taking appropriate action at no additional cost to the Government.

Item 7-3 Facilities

The TSP must furnish Government representatives with free access and reasonable facilities and assistance to accomplish their inspection.

Section 8—Temporary Nonuse, Debarment, and Suspension

Item 8-1 Basis and Time Period

TSPs may be placed in temporary nonuse by an agency shipping facility manager or tender servicing office for a period not exceeding 90 days if the terms or conditions of this TOS are not met or for any cause(s) listed in Title 41 of the Code of Federal Regulations (41 CFR) 41 CFR 102-117.290(a), or for debarment status for cause(s) set forth in 41 CFR 102-117.290(c), or for

suspension status for cause(s) set forth in 41 CFR 102-117.290(b).

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:

A. The effective dates of the proposed temporary nonuse;

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

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

D. Upon receipt of the initiating officer's notice of proposed temporary nonuse, the TSP will be given a period of 7 calendar days during which it may submit in person, in writing, or through a representative, rebuttal information and arguments opposing the temporary nonuse;

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

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

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

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

Sections 9 Through 14 Reserved

Section 15—Forms TSP Certification Statement

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

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

(1) 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 from GSA), or has been placed in temporary nonuse status by GSA for the routes covered by this tender as of the date that this rate tender is offered.

(2) The 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).

B. The following definitions are applicable to this certification:

(1) 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.

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

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

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

D. The TSP has a continuing obligation to inform the GSA office to which this rate tender is submitted of any change in circumstances which results in its ineligibility for the receipt of contracts for transportation.

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

Company name _____
Signature and Title of Authorized _____
Official Date _____
TSP Contact _____
Name _____
Title _____
Address _____
City/State _____
Telephone No. () _____

General Services Administration

Basic Transportation Trading Partner Agreement

Applicability: Check the box below which represents the activity of your

firm under this Trading Partner Agreement:

Freight Common TSP (All paragraphs, except Paragraph 4 and 5 of this agreement will apply and are binding).

Small Package TSP (All paragraphs, except Paragraphs 3 and 4 of this agreement will apply and are binding).

Household Goods Common TSP (All paragraphs, except Paragraphs 3 and 5 of this agreement will apply and are binding).

Freight Forwarder (All paragraphs, except Paragraph 4 and 5 of this agreement will apply and are binding).

Household Goods Freight Forwarder (All paragraphs, except Paragraphs 3 and 5 of this agreement will apply and are binding).

Freight Broker (All paragraphs, except Paragraphs 4 and 5 of this agreement will apply and are binding).

Freight Shipper Agent/Intermodal Marketing Company (All paragraphs, except Paragraphs 4 and 5 of this agreement will apply and are binding).

Rate Filing Service Provider (All paragraphs of this agreement will apply and are binding).

1. Introduction

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

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

2. Purpose

This agreement is to ensure that all EC obligations are legally binding on all trading partners. Further, the use of any electronic equivalent of a standard business document referenced in Paragraphs 3 and 4 will be deemed an acceptable business practice and that no

trading partner will challenge the admissibility of the electronic information in evidence, except in circumstances in which an analogous paper document could be challenged.

3. Freight Reference

This agreement, in addition to the terms and conditions stated in Paragraph 6, is subject to the terms and conditions of the following documents:

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

4. Household Goods Reference

This agreement, in addition to the terms and conditions stated in Paragraph 6, is subject to the terms and conditions of the following documents:

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

5. Small Package Reference

This agreement, in addition to the terms and conditions stated in Paragraph 6, is subject to the terms and conditions of the following documents:

- GSA Small Package Traffic Management Program Small Package Tender of Service
- Optional Form 280
- GSA Small Package Traffic Management Program Request for Offers

6. Terms and Conditions

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

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

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

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

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

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

(G) In the event a TSP uses a broker, shipper agent/Intermodal Marketing Company, or filing service to file its rates with GSA, documents submitted on behalf of the TSP shall be accepted as though submitted by the TSP and in accordance with the terms and conditions of the trading partner agreement between the TSP and GSA. The use of a broker, shipper agent/Intermodal Marketing Company, or filing service does not relieve the TSP of any of its rights or obligations under the terms of this agreement, including the maintenance of a valid trading partner agreement with GSA.

7. Force Majeure

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

8. Effective Date

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

9. Agreement Review

This agreement will be effective on a continuing basis, except as provided in Paragraph 10, below; provided, however, that GSA may from time to time make such changes to the agreement as are necessary, and the trading partner may request review of the agreement at any time.

10. Termination

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

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

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

11. Whole Agreement

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

Name and Signature

Title

Firm

Mailing Address

City, State, Zip

Telephone

Fax _____

Internet E-mail _____

Electronic Commerce Contact _____

Telephone _____

Fax _____

Internet E-mail _____

Date _____

Representing the General Services Administration
 Ed Hodges
Name and Signature
 Manager, GSA Freight Program Management Office (FPMO)
Title

Federal Supply Service(6FBD-X)
Firm
 1500 East Bannister Road, Room 1076
Street Address
 Kansas City, MO 64131
City, State, Zip
 816-823-3646
Telephone
 816-823-3656
Fax

carey.deforest@gsa.gov
Internet E-mail
 Carey DeForest
Electronic Commerce Contact
 816-823-3646
Telephone
 816-823-3656
Fax
 carey.deforest@gsa.gov
Internet E-mail

Date _____

Trading Partner Agreement Number: _____
 (to be completed by gsa)

General Services Administration

Small Package Tender of Service No. 10

Letter of Intent—Carrier Agreement To Abide by the Terms and Conditions of the General Services Administration Small Package Tender of Service (SPTOS) General Small Package Traffic Management Program

Please accept our request to participate in the General Services Administration (GSA) Small Package Tender of Service (SPTOS) General Small Package Traffic Management Program. Only one letter of intent should be submitted to each participating Government agency office with the first tender filing, regardless of the number of tenders submitted.

I certify that I have read and will comply with all the provisions contained in the GSA Small Package Tender of Service (SPTOS) GSA General

Small Package Tender of Service No. 10, the GSA National Small Package Rules Tender No. 11, and the GSA Small Package Baseline Rate Publication No. 12, effective November 1, 2002. I further certify that the undersigned company has the operating authority and insurance as required by ITEM 1-5 and SECTION 2, of the GSA GENERAL SMALL PACKAGE TENDER OF SERVICE NO. 10.

Company Name _____
 Signature and Title of Authorized Official Date _____
 TSP CONTACT _____
 NAME _____
 TITLE _____
 ADDRESS _____
 AREA CODE: () _____
 Telephone No. _____

Sections 16 Through 20 Reserved

Part 2

General Services Administration

National Small Package Rules Tender No. 11

[GSA No. 11]

Providing Rules And Baseline Charges for Accessorial Services for Governing Publications, See ITEM 10

This tender applies on both Intrastate and Interstate traffic
 General Services Administration
 Federal Supply Service
 Freight Program Management Office (6FBD-X)
 1500 E. Bannister Rd.
 Kansas City, Missouri 64131

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Section 3—Fuel Related General Rate Adjustment

1000 Fuel Related General Rate Adjustment

(FRGRA)

Section 1—General Tender Application

Item 5 Purpose, Explanation, and Application

Section 1. Purpose

The purpose of this General Services Administration (GSA) National Small Package Rules Tender No. 11 (GSA No. 11) is to articulate the transportation service needs of the participating Government agencies listed in Item 1-2 of the General Services Administration (GSA) General Small Package Tender of Service No. 10 (GSA SPTOS No. 10) herein, for the movement of routine ground small package traffic moving via commercial carriers and to assist in GSA's effort in implementing the standardization necessary to achieve a fully automated system for rating and routing Government small package shipments.

Section 2. Explanation

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

Section 3. Application

Where reference is made to the GSA National Small Package Rules Tender No. 11 (GSA No. 11) in a TSP's tender or rate agreement, the rules and accessorial charges contained in this publication will govern the small package services of the TSP's tender, and will apply from, to, or between those points which are specified in the individual tender. This is not in any way to be construed as a setting of rates, rules or charges by GSA. TSP' Tenders cannot be made subject to any other publication for application of the rates or charges therein. If any TSP published rates, rules or terminal services tariff is shown in a tender, the tender will be rejected and returned to the carrier.

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

Item 10 Governing Publications

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

Title	Kind of tariff	Tariff number
National Motor Freight Traffic Association Inc., Agent	Directory Of Standard Multi-Modal Carrier And Tariff Agents Codes (SCAC and STAC) .	101-K.
ALK Associates	Automated Electronic Mileages based on 5 digit Zip codes .	Version 15.

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

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

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

Item 30 Definition of Terms

(1) Accessorial Services

Other services in addition to the basic cost to transport the shipment.

(2) Business Hours and Days

(a) Business Hours: The term "Business Hours" is defined as the customer or agency's normal business hours.

(b) Business Days: The term "Business Days" is defined as Monday through Friday, except legal holidays (as shown in Item 30 Definition of Terms, (3) Legal Holidays herein).

(3) Legal Holidays

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

(4) Transportation Service Provider (TSP)

A TSP is any party, person, agent or carrier that provides freight transportation and related services to an agency. For a freight shipment this would include packers, truckers and storers.

(5) Conus

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

(6) Desktop Delivery

Delivery to the desk/work station of the consignee or responsible individual at the destination address.

(7) Desktop Pick-up

Pick-up at the desk/work station of the consignor or responsible individual at the origin address.

(8) Dimensional Weight

When the charges for a shipment are computed on the basis of volume rather than weight it is referred to as a dimensional or DIM weight shipment. Dimensional weight is calculated by multiplying the length \times width \times height of each piece in the shipment in inches and dividing by 194 [i.e., $(L \times W \times H) \div 194$].

(9) Girth

The circumference of a package measured at the widest point of the package.

(10) Length

The longest side of a package.

(11) Length and Girth Combined

The measurement of a package obtained by adding the length of the package to the girth of the package.

(12) On-Time Delivery

On-time delivery includes delivery of the shipment intact, without loss or damage in the prescribed time. Partial deliveries, damaged shipments, and shipments not reported will be construed as late deliveries.

(13) Package

Package is defined as any container and its contents, and includes any article which may be handled loose if the handling can be accomplished in a reasonably safe manner. Individual packages can weigh up to 150 pounds, with no single dimension greater than 108 inches or a total of 130 inches in combined length and girth.

(14) Shipment

A single piece or multiple pieces tendered to a TSP by one consignor at one place at one time for delivery to one consignee at one place on one shipping document.

(15) Hundredweight Service

Packages addressed to a single consignee at one location with a total aggregate weight of 200 pounds or more for each shipment. Charges are calculated by multiplying the number of Hundredweight Units by the Rate Per Hundredweight.

(16) Subject to Note and See Note

(a) Subject to Note: The term "Subject to Note", when used in the title of an item in Section 2 herein, means that the note indicated applies to the entire item.

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

Item 35 Disposition of Fractions

A. Fractions of a cent resulting from the application of a TSP's independently-established percentages of the baseline rates in the GSA National Small Package Rules Tender No. 11 will be disposed of as follows:

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

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

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

Item 40 Services Not Otherwise Specified

When a TSP performs services that are required for normal movement of small package shipments and such services are not identified in the GSA National Small Package Rules Tender No. 11 (GSA No. 11), the charges for these services will be negotiated between the responsible agency office and the TSP.

Section 2—General Rules and Specific Pickup/Delivery Charges

Item 100 Additional Handling Charge

1. In addition to the other rates and charges named in this Rules Tender, a charge of \$5.00 for additional handling will be assessed on each shipment of:

- Any package exceeding 60 inches but not exceeding 108 inches in length.
- Any article not fully encased in an outside shipping container, any article that is encased in an outside shipping container made of metal or wood, and any drum or pail less than five gallons not fully encased in a shipping container made of corrugated cardboard.

2. In addition to the other rates and charges named in this Rules Tender, a \$15.00 surcharge for additional handling will be assessed on each shipment of:

- Any package measuring more than 108 inches in length.
- Any package measuring more than 130 inches in length and girth combined.
- Any package weighing more than 150 pounds.

Item 110 Additional Insured Value

Additional insured value at a rate of \$0.35 per \$100 in excess of TSP liability coverage of \$100 per package.

Item 130 Bill of Lading—Commercial

TSP will furnish commercial bill of lading sets required by the Government without any additional charge. The bill of lading sets can consist of any number of copies. When preparing shipments for tender, each package must contain a barcode label and address label. This can take the form of (1) a combined barcode/address label produced by an automated device, supplied software or other third-party parcel-processing equipment, or (2) a preprinted bar code label and an address label created by the shipper.

Item 150 Each Address Correction

If the TSP is unable to deliver a package because the Shipper-provided address is incorrect or a P.O. Box, the TSP will make every reasonable effort to secure the consignee's correct address, but takes no responsibility for its inability to complete the delivery under such circumstances. If the consignee's correct address can be secured, the TSP will make another attempt to deliver the package and notify the Shipper of the address correction. A charge of \$5.00 will be assessed.

Item 200 Each Acknowledgement of Delivery

Shippers may request consignee acknowledgement of delivery by using a TSP-provided label. The Shipper will prepare this self-addressed form and attach it to the package at the time it is tendered for delivery. The TSP will obtain the consignee's signature acknowledging receipt of the package and mail the consignee-signed label to

the Shipper. An additional charge of \$2.00 will be assessed for each package bearing such label.

Item 210 Each Recall of a Prior Delivery

1. Shippers may request the recall of packages previously delivered either by:

- Preparing a TSP-provided Call Tag Pickup List, or
- Calling TSP customer service number and giving the locations of any packages to be recalled, or
- Via electronic data transmission using the transmission means and data format specified by the carrier.

2. A charge of \$5.00 will be assessed for this Call Tag service in addition to applicable transportation charges.

Item 220 C.O.D. Services (Collect on Delivery)

For each C.O.D. package, a charge of \$6.00 will be assessed in addition to the applicable transportation charges.

Item 230 Hazardous Material Surcharge

For each package bearing a Hazardous Materials label, a charge of \$17.00 per package will be assessed in addition to the applicable transportation charges.

Item 250 Payment of Charges

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

Item 270 Pickup or Delivery Service at Private Residences

Packages picked-up and/or delivered to private residences will be assessed a charge of \$2.50 per package in addition to the applicable transportation charges.

Item 290 Pickup and Delivery Service—Saturday

The TSP will provide Saturday pickup and delivery service to those areas of CONUS where this service is performed for its commercial customers. This service will only be performed when specifically requested and mutually agreed. A charge of \$10.00 will be assessed for this service in addition to the applicable transportation charges.

Item 300 Property of Unusual Value or Unsafe to Transport

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

Section 3—Fuel Related General Rate Adjustment

ITEM 1000 Fuel Related General Rate Adjustment (FRGRA)

TSPs participating in this Small Package Tender of Service (SPTOS), supplements thereto and reissues thereof will be entitled to or will be required to provide a Fuel Related General Rate Adjustment to the standard transportation charges in accordance with the following:

A. SPTOS Notice

The General Services Administration (GSA) Freight Program Management Office (FPMO), Kansas City, MO shall issue a SPTOS Notice setting forth the terms and conditions of the applicable Fuel Related General Rate Adjustment.

B. Applicability

The Fuel Related General Rate Adjustment is applicable to all GSA-negotiated tenders and tenders negotiated by Federal customers participating in the SPTOS. The FRGRA may not be waived or altered by any organization other than the FPMO, Kansas City, MO.

C. Setting Baseline

The diesel fuel price ranges and corresponding percent surcharge levels have been formulated based on discussions and research with the motor carrier industry as of November 2000. The levels indicated in this policy have been determined to be current industry standard practice. This policy and its entitlements will be reviewed on an as-needed basis.

D. Availability of SPTOS Notice

- Reserved.
- Reserved.

3. Distribution of: The SPTOS Notice will only be published on GSA's Traffic Management WorldWide Web Site at the following address: www.kc.gsa.gov/fsst/

E. Shipment Application

Application of the Fuel-Related General Rate Adjustment will become effective on Wednesday following the National Average diesel fuel price posting by the Department of Energy, Energy Information Administration (EIA) on every Monday or the first working day after Monday if the Monday falls on a Federal Holiday.

Part 3

General Services Administration

Baseline Rate Publication No. 12

[GSA No. 12]

Containing Baseline Rates for the Movement of Civilian Agency Small Package Shipments

This tender applies on both Intrastate and Interstate traffic
 General Services Administration
 Federal Supply Service
 Freight Program Management Office
 (6FBD-X)
 1500 E. Bannister Rd.
 Kansas City, Missouri 64131

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Section A—General Application and Instructions

Item 1 Purpose and Application

Purpose

This General Services Administration (GSA) Baseline Rate Publication No. 12 (GSA No. 12) is designed to afford carriers a simple method of expressing and filing Freight-All-Kinds (FAK) rate

tender(s) for the civilian agencies of the U.S. Government. Its purpose is to provide the standardization necessary to achieve a fully automated system for rating and routing traffic, without requiring substantive changes in the manner in which rates for this traffic have traditionally been stated.

Application

The baseline rates contained in this publication shall serve as a basis for carriers to submit actual rates for small package shipments from, to, or between all points in CONUS.

Governing Rules

Rates offered to a civilian agency using this publication will be subject to the rules, accessorial services, and accessorial charges contained in General Services Administration (GSA) National Small Package Rules Tender No. 11 (GSA No. 11) and supplements or reissues thereto.

GSA Baseline Rates

The rates shown in this publication were adopted from United Parcel Service (UPS) Ground Commercial rate tables. This is not in any way to be construed as the setting of rates or charges by GSA. Carriers must independently establish their own rates only by utilizing a percentage above, below, or equal to the level of baseline rates shown in Section B, Item 100 Table of Baseline Rates and Section B, Item 101 Table of Baseline Rates for Hundredweight Service of this publication.

Application of General Rate Increases

The baseline rates contained in this publication will be adjusted on an as-needed basis.

Item 10 Revising Publication Provisions and Method of Canceling Original or Revised Pages

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

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

Item 20 Disposition of Fractions

Fractions of a cent resulting from the application of a TSP's independently-established percentage(s) of the baseline rates shown in SECTION B of this publication, shall be disposed of as follows:

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

Item 30 Mileage to Zone Conversion

Converting mileages to zones is as follows:

- 0 to 150 miles—ZONE 2
- 151 to 300 miles—ZONE 3
- 301 to 600 miles—ZONE 4
- 601 to 1000 miles—ZONE 5
- 1001 to 1400 miles—ZONE 6
- 1401 to 1800 miles—ZONE 7
- 1801 miles & over—ZONE 8

(Actual mileages as they relate to zones may vary)

Section B—Table of Baseline Rates

ITEM 100.—TABLE OF BASELINE RATES AND MINIMUM CHARGE

Weight not to exceed (in pounds)	ZONES							
	ZONE 2	ZONE 3	ZONE 4	ZONE 5	ZONE 6	ZONE 7	ZONE 8	
1	\$3.11	\$3.22	\$3.45	\$3.51	\$3.70	\$3.74	\$3.85	
2	3.18	3.38	3.72	3.83	4.12	4.22	4.48	
3	3.27	3.54	3.93	4.09	4.39	4.54	4.96	
4	3.39	3.69	4.14	4.36	4.66	4.80	5.28	
5	3.53	3.83	4.33	4.57	4.87	5.07	5.60	
6	3.68	3.96	4.48	4.78	5.08	5.34	5.87	
7	3.83	4.08	4.59	4.94	5.29	5.55	6.13	
8	3.97	4.21	4.70	5.05	5.45	5.81	6.56	
9	4.10	4.34	4.80	5.16	5.61	6.13	6.98	
10	4.24	4.45	4.91	5.32	5.83	6.56	7.46	
11	4.38	4.58	5.02	5.47	6.09	7.04	7.99	
12	4.52	4.72	5.12	5.63	6.36	7.52	8.58	
13	4.65	4.87	5.22	5.74	6.67	7.99	9.17	
14	4.76	5.02	5.32	5.85	7.05	8.47	9.74	
15	4.87	5.18	5.41	6.01	7.42	8.95	10.33	
16	4.96	5.35	5.57	6.22	7.80	9.42	10.92	
17	5.05	5.53	5.73	6.48	8.20	9.91	11.51	
18	5.14	5.72	5.94	6.80	8.59	10.38	12.08	
19	5.25	5.91	6.16	7.12	8.98	10.87	12.67	

ITEM 100.—TABLE OF BASELINE RATES AND MINIMUM CHARGE—Continued

Weight not to exceed (in pounds)	ZONES						
	ZONE 2	ZONE 3	ZONE 4	ZONE 5	ZONE 6	ZONE 7	ZONE 8
20	5.37	6.10	6.37	7.44	9.37	11.29	13.26
21	5.50	6.29	6.59	7.76	9.76	11.71	13.84
22	5.63	6.48	6.81	8.08	10.17	12.13	14.42
23	5.77	6.67	7.04	8.34	10.56	12.62	15.01
24	5.91	6.86	7.26	8.61	10.95	13.09	15.59
25	6.05	7.02	7.49	8.88	11.34	13.58	16.18
26	6.19	7.19	7.70	9.14	11.73	14.00	16.71
27	6.32	7.34	7.94	9.41	12.12	14.42	17.24
28	6.46	7.51	8.18	9.69	12.53	14.85	17.83
29	6.60	7.67	8.41	9.98	12.92	15.33	18.41
30	6.74	7.86	8.63	10.27	13.31	15.81	18.99
31	6.88	8.03	8.87	10.56	13.70	16.28	19.58
32	7.01	8.22	9.10	10.86	14.09	16.76	20.17
33	7.16	8.39	9.32	11.16	14.48	17.24	20.75
34	7.28	8.58	9.56	11.44	14.86	17.72	21.32
35	7.41	8.76	9.78	11.74	15.24	18.20	21.90
36	7.54	8.94	10.00	12.03	15.62	18.67	22.47
37	7.66	9.12	10.24	12.32	15.99	19.16	23.02
38	7.79	9.30	10.47	12.61	16.35	19.63	23.58
39	7.91	9.49	10.69	12.90	16.70	20.11	24.13
40	8.02	9.66	10.92	13.18	17.04	20.59	24.67
41	8.14	9.85	11.13	13.46	17.38	21.06	25.22
42	8.26	10.02	11.36	13.75	17.72	21.55	25.74
43	8.37	10.21	11.58	14.04	18.05	22.02	26.28
44	8.49	10.38	11.78	14.33	18.37	22.51	26.81
45	8.58	10.57	11.99	14.62	18.67	22.93	27.34
46	8.66	10.73	12.20	14.90	18.97	23.35	27.87
47	8.75	10.90	12.38	15.18	19.26	23.77	28.40
48	8.84	11.04	12.58	15.44	19.54	24.21	28.88
49	8.92	11.19	12.75	15.70	19.81	24.63	29.30
50	9.00	11.31	12.94	15.95	20.05	25.00	29.68
51	9.09	11.42	13.10	16.18	20.30	25.37	30.05
52	9.18	11.54	13.28	16.39	20.55	25.69	30.42
53	9.26	11.64	13.43	16.60	20.80	25.96	30.74
54	9.34	11.74	13.60	16.82	21.03	26.17	31.00
55	9.42	11.86	13.74	17.03	21.28	26.33	31.27
56	9.52	11.96	13.90	17.24	21.53	26.49	31.49
57	9.60	12.06	14.03	17.45	21.75	26.65	31.69
58	9.68	12.17	14.17	17.61	21.98	26.81	31.91
59	9.76	12.28	14.30	17.77	22.20	26.97	32.13
60	9.86	12.37	14.42	17.93	22.39	27.13	32.33
61	9.94	12.46	14.54	18.04	22.59	27.29	32.55
62	10.02	12.57	14.66	18.15	22.76	27.45	32.77
63	10.10	12.66	14.77	18.25	22.94	27.61	32.97
64	10.20	12.75	14.88	18.36	23.09	27.76	33.19
65	10.28	12.85	14.99	18.47	23.25	27.92	33.39
66	10.36	12.95	15.08	18.58	23.38	28.08	33.61
67	10.43	13.04	15.18	18.71	23.52	28.24	33.83
68	10.52	13.13	15.28	18.85	23.63	28.40	34.03
69	10.59	13.24	15.37	18.99	23.73	28.56	34.25
70	10.65	13.33	15.47	19.16	23.85	28.72	34.47
71	15.33	17.26	19.19	21.28	25.70	30.05	35.53
72	19.36	21.20	22.91	23.94	27.56	31.64	36.59
73	22.76	24.49	26.09	26.60	29.42	33.24	37.38
74	25.10	26.94	28.49	29.25	31.28	34.57	38.18
75	26.38	28.21	30.08	30.85	32.88	35.63	38.71
76	27.66	29.27	30.88	31.91	34.21	36.43	39.24
77	28.72	30.23	31.57	32.70	35.27	36.96	39.67
78	29.68	31.14	32.21	33.51	36.06	37.44	40.10
79	30.42	32.03	32.80	34.03	36.60	37.92	40.52
80	31.06	32.94	33.32	34.47	37.02	38.34	40.94
81	31.64	33.41	33.81	34.89	37.45	38.77	41.37
82	32.18	33.89	34.27	35.31	37.87	39.19	41.80
83	32.65	34.34	34.72	35.73	38.30	39.62	42.22
84	33.07	34.79	35.18	36.16	38.72	40.04	42.64
85	33.51	35.23	35.61	36.59	39.15	40.47	43.08
86	33.93	35.65	36.03	37.01	39.57	40.89	43.50
87	34.35	36.07	36.47	37.44	40.00	41.31	43.92
88	34.78	36.50	36.91	37.86	40.43	41.75	44.34
89	35.21	36.93	37.35	38.29	40.85	42.17	44.78

ITEM 100.—TABLE OF BASELINE RATES AND MINIMUM CHARGE—Continued

Weight not to exceed (in pounds)	ZONES						
	ZONE 2	ZONE 3	ZONE 4	ZONE 5	ZONE 6	ZONE 7	ZONE 8
90	35.63	37.35	37.79	38.71	41.27	42.59	45.20
91	36.05	37.78	38.21	39.14	41.70	43.01	45.62
92	36.48	38.20	38.63	39.56	42.13	43.45	46.04
93	36.91	38.63	39.03	39.99	42.55	43.87	46.48
94	37.33	39.05	39.42	40.42	42.97	44.29	46.90
95	37.76	39.48	39.80	40.84	43.41	44.71	47.32
96	38.17	39.85	40.18	41.26	43.83	45.15	47.75
97	38.59	40.22	40.56	41.69	44.25	45.57	48.17
98	39.00	40.59	40.94	42.12	44.67	45.99	48.60
99	39.42	40.96	41.33	42.54	45.11	46.42	49.02
100	39.83	41.34	41.71	42.96	45.53	46.85	49.45
101	40.20	41.71	42.10	43.32	45.92	47.26	49.86
102	40.57	42.09	42.48	43.68	46.31	47.67	50.28
103	40.94	42.46	42.86	44.04	46.70	48.09	50.69
104	41.31	42.83	43.24	44.42	47.10	48.50	51.11
105	41.69	43.20	43.62	44.78	47.50	48.92	51.52
106	42.06	43.57	44.00	45.14	47.89	49.33	51.93
107	42.44	43.94	44.38	45.50	48.28	49.75	52.35
108	42.81	44.31	44.78	45.86	48.67	50.16	52.77
109	43.18	44.68	45.16	46.22	49.07	50.57	53.18
110	43.55	45.05	45.54	46.58	49.46	50.99	53.59
111	43.91	45.43	45.92	46.94	49.85	51.41	54.01
112	44.27	45.81	46.30	47.30	50.25	51.82	54.43
113	44.63	46.18	46.68	47.66	50.64	52.23	54.84
114	44.99	46.55	47.07	48.02	51.03	52.65	55.25
115	45.35	46.92	47.45	48.38	51.43	53.07	55.66
116	45.71	47.29	47.84	48.75	51.82	53.48	56.09
117	46.08	47.66	48.22	49.11	52.21	53.89	56.50
118	46.44	48.03	48.60	49.47	52.60	54.30	56.91
119	46.80	48.41	48.98	49.83	53.00	54.73	57.32
120	47.17	48.78	49.36	50.19	53.40	55.14	57.74
121	47.53	49.15	49.75	50.55	53.79	55.55	58.16
122	47.89	49.52	50.13	50.91	54.18	55.96	58.57
123	48.25	49.90	50.51	51.28	54.57	56.38	58.98
124	48.61	50.27	50.89	51.64	54.96	56.80	59.40
125	48.97	50.64	51.28	52.00	55.35	57.21	59.81
126	49.33	51.01	51.66	52.36	55.76	57.62	60.23
127	49.69	51.39	52.04	52.73	56.15	58.03	60.64
128	50.06	51.76	52.43	53.09	56.54	58.45	61.06
129	50.42	52.13	52.81	53.45	56.93	58.87	61.47
130	50.78	52.50	53.19	53.81	57.32	59.28	61.88
131	51.14	52.87	53.57	54.17	57.72	59.69	62.30
132	51.50	53.24	53.95	54.53	58.11	60.11	62.72
133	51.86	53.61	54.33	54.89	58.51	60.53	63.13
134	52.22	53.98	54.73	55.25	58.90	60.94	63.54
135	52.58	54.36	55.11	55.61	59.29	61.35	63.96
136	52.94	54.74	55.49	55.97	59.68	61.77	64.38
137	53.30	55.11	55.87	56.33	60.08	62.18	64.79
138	53.67	55.48	56.25	56.69	60.47	62.60	65.20
139	54.03	55.85	56.63	57.06	60.87	63.01	65.61
140	54.40	56.22	57.01	57.42	61.26	63.43	66.04
141	54.76	56.59	57.40	57.79	61.65	63.84	66.45
142	55.12	56.96	57.79	58.15	62.05	64.25	66.86
143	55.48	57.33	58.17	58.51	62.44	64.67	67.27
144	55.84	57.71	58.55	58.87	62.83	65.09	67.69
145	56.20	58.08	58.93	59.23	63.22	65.50	68.11
146	56.56	58.45	59.31	59.59	63.62	65.91	68.52
147	56.92	58.83	59.69	59.95	64.01	66.32	68.93
148	57.28	59.20	60.08	60.31	64.41	66.75	69.35
149	57.64	59.57	60.46	60.67	64.80	67.16	69.76
150	58.00	59.94	60.84	61.04	65.19	67.57	70.18

SECTION C.—TABLE OF BASELINE RATES FOR HUNDREDWEIGHT SERVICE.

ITEM 101.—TABLE OF BASELINE HUNDREDWEIGHT (CWT) RATES AND MINIMUM CHARGE.

Ground	Zones						
	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8
	\$17.30	\$23.00	\$28.70	\$34.60	\$40.50	\$46.40	\$52.30

Rates apply for shipments meeting these conditions:

Packages addressed to a single consignee at one location.

Total aggregate weight of 200 pounds or more for each shipment.

To calculate charges:

1. Divide the billing aggregate weight by 100 to determine the number of Hundredweight Units.

2. Refer to Zone Chart to determine the zone (Item 30 Mileage to Zone Conversion).

3. Locate the Rate Per Hundredweight for that zone on the chart above.

4. Multiply the number of Hundredweight Units by the Rate Per Hundredweight to calculate the shipping charge.

5. A minimum charge for a Hundredweight Shipment will be based on an average weight of 15 pounds per package or \$57.50 per shipment, whichever is greater. When a minimum applies, rates for single packages may be more economical.

Example: Three 75lb packages being shipped to Zone 3. The total weight of the three packages = 225. 225 divided by 100 = 2.25. 2.25 × Zone 3 rate of \$23.00 = \$51.75. This is less than the minimum charge of \$57.50, so the minimum charge applies.

[FR Doc. 02-7738 Filed 3-29-02; 8:45 am]

BILLING CODE 6820-24-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Meeting of the President's Council on Bioethics on April 25-26, 2002

AGENCY: Department of Health and Human Services.

ACTION: Notice.

SUMMARY: The President's Council on Bioethics will hold its third meeting to discuss its agenda and future activities.

DATES: The meeting will take place April 25, 2002, from 8:30 am to 5:00 pm and April 26, 2002, from 8:30 am to 1 pm.

ADDRESSES: The Hilton Crystal City at National Airport, 2399 Jefferson Davis Highway, Arlington, VA 22202.

PUBLIC COMMENTS: The meeting agenda will be posted in the near future at

<http://bioethics.gov>. Written statements may be submitted by members of the public for the Council's records. Please submit statements to Ms. Diane Gianelli (tel. 202/296-4669 or e-mail info@bioethics.gov). Persons wishing to comment in person may do so during the hour set aside for this purpose beginning at noon on Friday, April 26. Comments will be limited to no more than five minutes per speaker or organization. Please give advance notice of such statements to Ms. Gianelli at the phone number given above, and be sure to include name, affiliation, and a brief description of the topic or nature of the statement.

FOR FURTHER INFORMATION CONTACT:

Diane Gianelli, 202/296-4669, or visit our website at <http://bioethics.gov>.

Dated: March 22, 2002.

Dean Clancy,

Executive Director, The President's Council on Bioethics.

[FR Doc. 02-7725 Filed 3-29-02; 8:45 am]

BILLING CODE 4150-05-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration

Cooperative Agreement to Support the World Health Organization International Programme on Chemical Safety; Notice to Accept and Consider a Single Source Application; Availability of Funds for Fiscal Year 2002; RFA-FDA-CFSAN-02-2

AGENCY: Food and Drug Administration, HHS.

ACTION: Notice.

SUMMARY: The Food and Drug Administration (FDA), Center for Food Safety and Applied Nutrition (CFSAN) is announcing its intent to accept and consider a single source application for the award of a cooperative agreement to the World Health Organization (WHO) to support the International Programme on Chemical Safety (IPCS). FDA anticipates providing \$140,000 (direct and indirect costs) in fiscal year 2002 in support of this project. Subject to the availability of Federal funds and successful performance, two additional years of support up to \$140,000 per year

(direct and indirect costs) will be available.

The cooperative agreement assures FDA's participation in important international standard setting activities for food ingredients, contaminants, and veterinary drug residues which provides the public with greater assurance of the quality and safety of food sold in the United States.

DATES: Submit applications by May 1, 2002.

ADDRESSES: Application forms are available from, and completed applications should be submitted to: Rosemary Springer, Division of Contracts and Procurement Management (HFA-520), Food and Drug Administration, 5600 Fishers Lane, Rockville, MD 20857, 301-827-7182. If an application is hand-carried or commercially delivered, it should be addressed to 5630 Fishers Lane, rm. 2129, Rockville, MD 20857, FAX 301-827-7101. Application forms can also be found at http://www.nih.gov/grants/phs398/forms_toc.html. Do not send the application to the Center for Scientific Review, National Institutes of Health (NIH). An application not received by FDA in time for orderly processing will be returned to the applicant without consideration. FDA can not receive an application electronically.

FOR FURTHER INFORMATION CONTACT:

Regarding the administrative and financial management aspects of this notice: Rosemary Springer (see **ADDRESSES**), e-mail: rspringe@oc.fda.gov.

Regarding the programmatic aspects: Mitchell Cheeseman, Center for Food Safety and Applied Nutrition (HFS-205), Food and Drug Administration, 5100 Paint Branch Pkwy., College Park, MD 20740-3835, 202-418-3083, e-mail: Mitchell.Cheeseman@CFSAN.fda.gov.

I. Introduction

FDA is announcing its intention to accept and consider a single source application from the WHO to support the International Programme on Chemical Safety. FDA's authority to enter into grants and cooperative agreements is detailed under section 301 of the Public Health Service Act (42