

General Services Administration

Basic Transportation Trading Partner Agreement

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

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

1. Introduction.

This agreement prescribes the general procedures and 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 5, is subject to the terms and conditions of the following documents:

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

4. Household Goods Reference.

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

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

5. Terms and Conditions.

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

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

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

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

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

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

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trading partner put into a directory on the GSA FTP server will be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in a paper transaction.

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

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

6. Force Majeure.

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

7. Effective Date.

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

8. Agreement Review.

This agreement will be effective on a continuing basis, except as provided in Paragraph 9, below; provided, however, that

GSA may from time to time make such changes to the agreement as are necessary, and the trading partner may request review of the agreement at any time.

9. Termination.

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

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

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

10. Whole Agreement.

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

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Representing the Carrier:

Name and Signature:

Title:

Mailing Address:

City, State, Zip:

Telephone Number:

Fax Number:

Internet E-Mail:

Taxpayer Identification Number (TIN):

Electronic Commerce Contact:

Telephone Number:

Fax Number:

Internet E-Mail:

Date:

Representing the General Service Admin.

Name and Signature:

ROBYN BENNETT

Title:

Traffic Management Specialist
Freight Management Office, QMCCB

Street Address:

1500 East Bannister Road, Bldg. #6

City, State, Zip:

Kansas City, MO 64131

Telephone Number:

816-823-3646

Fax Number:

816-823-3656

Internet E-Mail:

robyn.bennett@gsa.gov

Electronic Commerce Contact:

Jim Stroup

Telephone Number:

816-823-3648

Fax Number:

816-823-3656

Internet E-Mail:

jim.stroup@gsa.gov

Date:

Trading Partner Agreement Number:

(TO BE COMPLETED BY GSA)