



1 Carrier Name \_\_\_\_\_

2 Issue Date \_\_\_\_\_

3 Effective Date \_\_\_\_\_



UNITED  
STATES  
DEPARTMENT OF  
AGRICULTURE

**REVISED STANDARD RULES TENDER**

**GOVERNING MOTOR CARRIER TRANSPORTATION**

USDA Revised Standard Rules Tender

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**USDA Revised Standard Rules Tender  
Part I**

**Rules**

**Purpose:** The purpose of this rules tender is to establish the motor carrier transportation service needs of the United States Department of Agriculture (USDA), Farm Service Agency (FSA) and the Kansas City Commodity Office (KCCO), operating as Commodity Credit Corporation (CCC), for the movement of its freight, and to ensure that motor freight carriers providing transportation service have both the willingness and the capability to meet these needs. The USDA may amend this rules tender when needed. If so, USDA will mail changes to the carrier for acceptance before implementing the changes.

**Item 10** **Application of Tendered Rates**

Tendered rates which produce the lowest total charge(s) on a particular shipment shall be assessed. USDA agrees to pay carrier for services performed at shipper's request. The rates and charges agreed to by the parties set forth in carrier tenders apply on shipments in which USDA has agreed to pay the freight.

Where rates are based on distance, the carrier shall only charge for loaded miles. Dead-head mileage between carrier's terminals and load origin or load destination shall be at carrier's expense.

Tenders may be amended or increased by the carrier on written notice of not less than seven (7) calendar days. Cancellation or amendments may be made upon shorter notice by mutual agreement between USDA and the carrier.

**Item 20** **Definition of a Shipment**

A shipment is defined as any lot of goods, received on one bill of lading, or shipping order, from one shipper, at one point of origin, on one day, consigned to one consignee at one place of destination. Additional documentation to show split pickups and deliveries or stop-offs may be used and will constitute a single shipment.

**Item 30** **Proper/Improper Rate Regression**

Rates quoted must be in proper regression (rates decrease as minimum weights or miles increase) to allow billing per Item 10, **Application of Tendered Rates**.

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The charge for a shipment at a lesser minimum weight shall not exceed that of that same shipment taken at a higher minimum weight.

Example:	<u>Minimum Weight</u>	<u>Rate Per Cwt</u>
	30,000 lbs	\$1.35
	40,000 lbs	\$1.26

If a shipment weighs 38,000 lbs, the charge for it at the 30,000-lb minimum would be \$513.00 (\$1.35 x 380 cwt).

However, the charge for this same shipment taken at a minimum weight of 40,000 lbs would only be \$504.00 (\$1.26 x 400 cwt).

In this case, the correct charge to apply would be \$504.00. Likewise, the charge for a shipment at a given mileage shall not exceed that for the same shipment taken at a higher mileage.

Example:	<u>Distance</u>	<u>Rate Per Mile</u>
	0 to 500 miles	\$1.35
	501 to 999	\$1.25

On a shipment of 480 miles @ \$1.35 per mile, the charge would be \$648.00 (480 mi. x \$1.35). If this is taken as 501 miles @ \$1.25 per mile, the charge would be \$626.25 (as 501 mi. x \$1.25). Here, the correct charge to apply would be \$626.25.

#### **Item 40**                      **Stop-off, Split Pick-up, and Delivery Service**

Carrier agrees that for the purpose of computing charges on combined load stop-off shipments, all locations listed as stop-off points, shall be considered intermediate to the final delivery point listed; and charges shall be computed at the applicable rates tendered which produce lowest charges, but in no event less than the minimum charge listed herein. Carrier may elect to revise order of stop-off points and final delivery point at no additional expense to USDA.

Carrier agrees to provide, at the rates herein tendered, split pickup and delivery service and stopping in transit service to partially load and unload, hereby defined as follows:

**a. Split Pickup Service** - Service of picking up a single shipment from one or more consignors at more than one location within the confines of the origin point.

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**b. Split Delivery Service** - Service of delivering a single shipment to one or more consignees at more than one location within the confines of the destination point.

**c. Stopping in Transit for Partial Loading or Unloading** - stopping at intermediate points between the origin point and the destination point for partial loading or unloading. Indicate one of the methods listed in Part II, Item 220, **Stopping in Transit for Partial Loading or Unloading**, to compute stop-off charges.

**Item 50** **Detention of Vehicle**

Carrier agrees to:

- give 24 hour notice of arrival to consignees without charge;
- arrive at origin and destination point as scheduled;
- notify **KCCO, Export Operations Division (EOD), Traffic & Contract Administration Branch (TCAB)** not later than seven (7) calendar days prior to the delivery request date if unable to handle shipments; and
- allow 6 hours for loading or unloading non-palletized loads, and 2 hours for loading or unloading palletized loads.

Full and split loads will be allowed the same free time. This free time allowance is computed from the time of arrival or time of scheduled unloading, whichever is later. Charges for detention of trucks held beyond free time will be for the account of shipper or consignee at point of detention.

Charges for this service, if any, shall be spelled out in Part II, Item 240, **Accessorial and Other Service Charges**.

**Item 60** **Refused or Unclaimed Shipments**

When shipments of freight are refused or unclaimed, or if an unloading appointment cannot be made, the carrier has the authority to place the shipment in storage after contacting **USDA, EOD, TCAB**, at 816-926-6552. The carrier shall be liable solely as a warehouseman after the expiration of free time, and be subject to the conditions set out in Part III of this tender, **Terms and Conditions of Carriage**, Section 10.

No charges under this item will be made when actual delivery is accomplished within 24 hours after notice of arrival has been given.

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No storage charge will be assessed when delivery cannot be accomplished due to riots, acts of God, the public enemy, authority of law, the existence of violence, or such possible disturbance as may create reasonable apprehension of danger to persons or property. Storage charges under this item will end when the carrier can deliver the freight as a result of action(s) taken by the carrier, consignee, consignor, or USDA.

Charges for this service, if any, will be set out in Part II, Item 240, **Accessorial and Other Service Charges**.

**Item 70** **Rejected Shipments**

At delivery, if a major portion of the shipment is damaged or frozen, it may be rejected by the consignee. In these cases KCCO and the carrier will be immediately notified by telephone and a rejection notice will be forwarded to the carrier. The rejection notice states, in part:

- CCC rejects the load;
- unless the commodity is frozen it gives the carrier, at its expense, the opportunity to have the product inspected;
- salvage and disposal instructions; and
- that a claim will be filed to recover the value of the loss.

**Item 80** **Diversion and Reconsignment**

Carrier will provide reconsignment or diversion service upon written request, or upon oral request confirmed in writing. The terms reconsignment or diversion are considered to be synonymous, and the use of either will be considered to mean a change in the:

- name of the consignee within the original destination point;
- place of delivery within the original destination point;
- original destination point; and
- route or other instructions that require a change in billing or an additional movement of the shipment.

Carrier will make a diligent effort to execute a request for reconsignment, and will immediately notify **USDA, EOD, TCAB**, at 816-926-6552, if unable to effect such service. Charges for this service, if any, shall be spelled out in Part II, Item 240, **Accessorial and Other Service Charges**.

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**Item 90** **Equipment Ordered but Not Used**

When an order is placed with the carrier for a truck to pick up a shipment, and due to no disability, fault or negligence on the part of the carrier, the truck is not used, charges may be assessed against the shipper. Charges for this service, if any, shall be spelled out in Part II, Item 240, **Accessorial and Other Service Charges**. No charge will be assessed if the carrier is notified prior to the dispatching of the truck that the shipment will not be tendered or that the truck will not be used.

**Item 100** **Loading and Unloading****a. Loading -**

(1) **Palletized loads** - Carrier is responsible to ensure shipments have been loaded and braced (when appropriate), so that there will be no shifting of the commodity during normal transit, and that it will arrive at destination in damage free condition.

(2) **Non-palletized loads** - The driver is responsible for loading from the tailgate, and for properly blocking and bracing the load.

**b. Unloading -**

(1) **Palletized Loads** - Consignee is liable for the unloading of palletized loads. Dunnage will be removed and disposed of by the consignee. USDA does not pay for unloading services.

(2) **Non-palletized Loads** - The driver is responsible for unloading to the tailgate on non-palletized shipments. However, if the driver and consignee agree, the driver may palletize within the truck for removal by forklift to the warehouse. Dunnage will be removed and disposed of by the consignee.

**c. Restacking** - If a consignee requests a driver to restack product onto pallets or perform any other service in relation to unloading, the consignee will be responsible for all charges (not USDA).

**d. Charges** - Charges for this service, if any, shall be spelled out in Part II, Item 240, **Accessorial and Other Service Charges**.

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**Item 110** **Pallet Exchange**

USDA does not require pallet exchange. However, if pallet exchange is requested, this will be indicated on the bill of lading. If a shipper requests this service, pallet exchange should be arranged with the consignee by the shipper prior to shipment. Carrier shall assess no additional charge for providing pallet exchange service. If consignee does not exchange pallets with the carrier, the carrier may bill USDA for the cost of the pallets.

**Item 120** **Alternation of Rates and Charges**

Carrier agrees that rates and charges tendered will not exceed other charges in effect on the issue date of the tender for the same service. Should lower rates or charges exist, and rules governing those rates are acceptable to the USDA, the lower rates and charges apply.

**Item 130** **General Qualifications of Service, Terms and Conditions**

**a. Service** - It is expressly understood and affirmed by the carrier and evidenced by signature herein, that any offer or tender of rates by the carrier is hereby made subject to the terms and conditions of service, provided in Parts I, II, and III herein.

Carrier agrees to accept and transport the entire range of USDA shipments tendered to it in straight or mixed loads in the same vehicle. Carrier further agrees to furnish as required, split pickup and delivery service and stop-offs to partially unload and/or unload in transit, and to deliver shipments within an acceptable delivery date range as may be established by USDA.

**b. Equipment** - When required by USDA, carrier agrees to utilize only properly insulated, temperature-controlled equipment capable of meeting refrigeration to insure delivery of product in good order. All equipment furnished shall be in suitable condition for commodities shipped. All freight will be delivered in the same vehicle utilized for pickup at origin, except in the case of circumstances beyond the carrier's control. In such circumstances, **USDA, EOD, TCAB**, at 816-926-6552, will be immediately notified. Exclusive use of vehicle will not be authorized by USDA.

**c. Substituted Service** - Providing service other than motor carrier service (piggyback, interlining, brokered loads, etc.) is not allowed unless agreed to in writing. If carrier uses substituted service without USDA knowledge and/or concurrence, carrier agrees to guarantee payment of any and all claims. Unauthorized substituted service may be basis for USDA to discontinue doing business with carrier.



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**Item 140****Freight Bill Payments**

Freight bills should include, at a minimum, the Notice to Deliver number. Freight bills shall include a proof of delivery. Proof of delivery shall include, at a minimum, date delivered, number of units delivered in good order, and the signature of the person receiving the shipment. Freight bills may be submitted to KCCO for payment by:

- Mail: U.S. Department of Agriculture
- Contract Reconciliation Division, Freight Settlement and
- Invoicing Branch - Mail Stop 8758
- P.O. Box 419205
- Kansas City, MO 64141-6205
  
- E-mail via the Internet: [crdfsib@kcc.fsa.usda.gov](mailto:crdfsib@kcc.fsa.usda.gov)
  
- Fax: 816-926-6511

Payment of all freight bills will be made within 30 days of receipt as legislated by the Prompt Payment Act, at 31 USC 3901 through 3906. Payments made in excess of 30 days will include interest as set out in the Prompt Payment Act.

The Debt Collection Improvement Act of 1996 mandated that all Federal payment be made electronically. Carrier must be enrolled in Automated Clearing House (ACH) system, which is the system KCCO uses for making electronic funds transfers. Enrollment in ACH can be accomplished by completing Standard Form 3881, **ACH Vendor/Miscellaneous Payment Enrollment Form**, and returning the completed form to:

United States Department of Agriculture  
Kansas City Commodity Office  
Export Operations Division - Mail Stop 8738  
Attention: Automated Clearing House (ACH)  
P.O. Box 419205  
Kansas City, MO 64141-6205

**Item 150****Claims Procedures**

The purpose of this item is to obtain uniformity on the part of USDA and the carrier for the disposition of claims.

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**a. Loss and Damage** - Carrier agrees to assume full liability for shipments transported under terms and conditions of this **Revised Standard Rules Tender**, and to issue a bill of lading for each shipment.

(1) Carrier agrees to comply with the terms of the Carmack Amendment to 49 USC in that claims for loss, damage and delay shall be administered in accordance with:

- Ex Parte No. 263, 340 ICC 515, February 24, 1972, including the Interstate Commerce Commission's (ICC's) interpretation thereof expressed in its Order served April 18, 1972; and
- 49 CFR 370, PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND VOLUNTARY DISPOSITION OF LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE.

(2) Carrier agrees that salvage will be handled in accordance with 49 CFR 370.11 and will:

- completely obliterate all USDA markings or removal of labels which bear such markings; or
- place a pressure-sensitive sticker on all containers and container materials bearing USDA marking, which shall state: "SALVAGE BY (insert firm's name)," and "This container has not been used and shall not be used for shipment of Government commodities," or similar language.

(3) Carrier agrees to make an inspection, or arrange for an inspection to be made, within five federal workdays after receipt of request from the consignee. Carrier inspection will include an examination of the damaged merchandise, the shipping containers, and any other action necessary to establish all the facts. If a shortage is involved, an inspector will check contents of the packages with the invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case, inspection will be limited to a factual report. The consignee should cooperate with the carrier in every way possible to assist in the inspection. A written record of the carrier's findings should be made, at least in duplicate. The original of the report will be given to the consignee for claim support. Any inspection report shall be incorporated into the claim file. If a carrier does not make inspection within five

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Federal work days after receipt of request from the consignee, USDA will consider the carrier to have waived the right to inspection and salvage.

(4) KCCO will establish a Prima Facie case in the event of loss and/or damage to a shipment in accordance with 49 CFR 370 by supplying the carrier with, but not limited to:

- written communication containing facts sufficient to identify the shipment, asserting liability for the loss/damage, and make a claim for a specified amount of money;
- copy of the original bill of lading; and
- certification of the contract price or market value of the commodity.

It is agreed that once KCCO has established a Prima Facie case, the burden of proof shifts to the carrier to prove freedom from negligence and that the sole cause of the damage was due to one of the bill of lading exceptions as listed in Part III of this **Revised Standard Rules Tender, Terms and Conditions of Carriage**, Section 2.

It is the carrier's responsibility, prior to shipment, to inspect and ensure the load is properly blocked and braced before moving over the road, and to comply with 49 CFR 392.9, **Safe loading**.

**b. Overcharge/Undercharge Claims** - The carrier understands that claims for overcharges and undercharges shall be filed within 180 days from the date USDA receives the carrier's freight bill, and will be administered in accordance with 49 CFR 378. KCCO will assert its claim to the carrier with all relevant documentation including, but not limited to:

- written communication containing facts sufficient to identify the shipment, asserting liability for the charges, and make a claim for a specified amount of money; and
- copy of the original freight bill.

**c. Payment of Claims** - Checks should be made payable to "Commodity Credit Corporation - Contract Reconciliation Division (CCC-CRD)" and mailed to:

U.S. Department of Agriculture  
Debt Management Division,  
Debt Collections Branch- Mail Stop 8528  
P.O. Box 419205  
Kansas City, MO 64141-6205

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Loss and damage claims and overcharge claims may be offset pursuant to 7 CFR 1403 if timely settlement has not been made. Freight payments may be assigned as set out in 7 CFR 1404.

**d. Questions** - Any questions regarding USDA claims documentation and/or procedures may be addressed to the **USDA, CRD, Freight Settlement & Invoicing Branch (FSIB)**, at 816-926-6547.

**Item 160**      **Evaluation, Acceptance of Tender, and Selection of Carriers**

**a. Rate Tenders** - Tenders submitted will be evaluated by the KCCO, TMD on the basis of the overall interests of the Government, total cost, quality of service, and other factors to be considered.

**b. Services** - The services to be furnished by the carrier are for the truckload service based on truckload quantities as stated in the tender. All charges should be stated in dollars and cents. All rate and accessorial items must be completed with a rate or charge. Carriers not wishing to charge for an accessorial service must insert the words "**NO CHARGE**" in the proper space. Failure to publish a rate, charge, or advise of "**NO CHARGE**" may render your submission non-responsive. **DO NOT CHANGE OR ALTER** any of this rules tender and service agreement format provisions, nor make any statement in your transmittal letter which alters any of the rate tender or service agreement provisions. To do so may render your submission non-responsive.

**c. Notification** - USDA will notify carriers considered non-responsive and the reasons therefore. USDA will notify carriers if service provided is not at an acceptable level. USDA may give carriers opportunity to correct the service deficiency before taking any other action.

**Item 170**      **Refrigeration and Protective Service**

The carrier will provide adequate protection for the preservation of commodities from heat or cold by use of vehicles equipped with mechanical temperature control devices, insulated trailers, or other means. Charges for this service, if any, shall be spelled out in Part II, Item 240, **Accessorial and Other Service Charges**.

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**Item 180****Services Not Otherwise Specified**

When carrier performs services that are required for normal movement of freight, and such services are not identified in this **Revised Standard Rules Tender**, or a shipment moves without a filed rate covering that movement as set out in Part I, Item 10, **Application of Tendered Rates**, the charge for those services will be negotiated by **USDA, EOD, TCAB**, and the carrier.

**Item 190****Contracts**

Rules governing shipments handled under any contract in effect with the USDA will be those set out in this **Revised Standard Rules Tender Governing Motor Carrier Transportation**. If anything in any contract with USDA conflicts with rules set out in this **Revised Standard Rules Tender**, the contract terms will govern.

**Item 200****Protection from Freezing**

KCCO requires protection from freezing for its shipments. A carrier wishing to transport USDA commodities agrees to accept full responsibility for any damage to product caused by freezing.

KCCO will be notified if a shipment arrives and the consignee suspects that the load may be frozen. To determine the extent of frozen commodities, the consignee may be requested to perform a sampling procedure developed by the Agricultural Marketing Service. These procedures require that samples be taken from the entire shipment. If the load is found to be frozen and is ultimately rejected to the carrier, no reinspection will be allowed.

**USDA Revised Standard Rules Tender  
Part II**

**4 Charges**

**Item 210**

**Minimum Charge**

The minimum charge per shipment shall be 4a \$\_\_\_\_\_. Check one of the following:

- 4b The minimum charge does include charges for additional services which, when added to the freight charges, produce a sum equal to or less than the amount of the minimum charge published herein.

**Example:** If the minimum charge is \$500.00, the line-haul is \$400.00 (400 miles @ \$1.00 per mile), and the shipment is stopped en route for partial unloading, with a stop charge of \$50.00, the correct charge to apply is \$500.00, since the sum of the line-haul charge (\$400.00), plus the stop (\$50.00), does not exceed \$500.00.

**OR**

- 4c The minimum charge does not include charges for additional services.

**5 Item 220**

**Stopping In Transit for Partial Loading or Unloading**

- 5a When determining the total distance for a movement involving stop-offs, charges shall be determined on the basis of mileage from the origin point directly to the final destination point. When the mileage via the highway route from origin to final destination via stop-off point or points does not exceed 5b \_\_\_\_\_ percent of the highway route between origin and final destination, the charge for stop-off services will be as provided in Item 240, **Accessorial And Other Services Charges**. If the mileage from origin to final destination via stop-off point or points exceeds 5c \_\_\_\_\_ percent of the highway route between origin and final destination, the mileage in excess of this percent of the direct mileage will be charged for at the rate of 5d \_\_\_\_\_ per mile.

**OR**

- 5e When determining the total distance for a movement involving stop-offs, charges shall be determined on the basis of total mileage from the origin point to the final destination

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point via the stop-off point(s). The charge for stop-off services will be as provided in Part II, Item 240, **Accessorial and Other Service Charges**.

**6 Item 230****Mileage Computation**

Routes and mileages are to be determined from 6a \_\_\_\_\_, supplements thereto and reissues thereof. Specify mileage to be used: 6b  short miles **OR** 6c  practical miles. Specify if mileage is computed by using: 6d  city to city method **OR** 6e  zip code to zip code method.

**7 Item 240****Accessorial and Other Service Charges**

**a. Stop-off in transit** - The charge for each stop-off in transit, exclusive of initial pickup or final delivery, will be 7a \$\_\_\_\_\_. If no charge, so indicate. This charge will be in addition to all other charges assessed against USDA.

**b. Detention of Vehicles** - Detention time for delay of vehicles in excess of the free time specified in Item 50 herewith will be 7b \$\_\_\_\_\_ per hour, subject to a maximum charge of 7c \$\_\_\_\_\_. This charge will be for the account of the responsible shipper/consignee, not USDA.

**c. Storage of Vehicles** - Storage time for delay of vehicles in excess of free time specified in Item 60 herewith will be 7d \$\_\_\_\_\_ per day, subject to a maximum charge of 7e \$\_\_\_\_\_. This charge will be for the account of the responsible shipper/consignee, not USDA.

**d. Storage Charges** - When the carrier places a shipment in storage due to the consignee's inability to receive the freight, a storage charge of 7f \$\_\_\_\_\_ per 7g \_\_\_\_\_ will be assessed. If no charge, so indicate. This charge will be for the account of the responsible shipper/consignee, not USDA.

**e. Diversion/Reconsignment of Shipments** - Shipments diverted/reconsigned, as defined in Item 80 herewith, will be assessed a diversion/reconsignment charge of 7h \$\_\_\_\_\_. If no charge, so indicate. If USDA directs the diversion/reconsignment, USDA will be responsible for this charge; otherwise, diversion/reconsignment charges will be for the account of the party requesting the diversion/reconsignment.

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**f. Equipment Ordered But Not Used** - Service provided as set out in item 90 will be 7i \$\_\_\_\_\_. If no charge, so indicate. This charge will be for the account of the responsible shipper, not USDA.

**g. Loading/Unloading** - Where the carrier performs a loading and/or an unloading service at the request of the shipper/consignee, the charge for such service will be 7j \$\_\_\_\_\_. This charge will be for the account of the responsible shipper/consignee, not USDA. If a load is non-palletized, the charge for moving the freight to or from the tailgate and to or from the nose of the trailer will be 7k \$\_\_\_\_\_. This charge will be for the account of USDA.

**h. Protective Service Charge** - Service provided as set out in Item 170 herewith will be 7l \_\_\_\_\_ . If no charge, so indicate. This charge will be in addition to all other charges assessed against USDA, and will apply on line-haul charges only.

**i. Inability To Collect** - If a carrier is unable to collect a charge listed in this item, it may send the bill, along with the facts, to **U.S. Department of Agriculture, Contract Reconciliation Division, Freight Settlement and Invoicing Branch**, at the address set out in Part I, Item 140, **Freight Bill Payments**. For the purpose of this item, a carrier is deemed to be unable to collect a charge after three attempts to collect have been made without any response, or if the party billed refuses payment. When submitting the bill to **U.S. Department of Agriculture, Contract Reconciliation Division, Freight Settlement and Invoicing Branch**, the carrier should document its attempts to collect, or the billed party's refusal to pay. If charge appears valid, and is supported by appropriate documentation, **U.S. Department of Agriculture, Contract Reconciliation Division, Freight Settlement and Invoicing Branch**, will assist the carrier in its collection efforts.

**8 Item 250****Operating Authority and Insurance****a. Interstate Transportation**

- Cite appropriate Federal Motor Carrier Safety Administration (FMCSA) Common Carrier Operating Authority herein.

**8a** Motor Carrier (MC) or Department of Transportation (DOT) Docket No. \_\_\_\_\_

- Motor carriers submitting tenders for movement of USDA freight are expected to comply with regulations set out in 49 CFR 387, Subpart C - Surety Bonds and Policies of Insurance for Motor Carriers and Property Brokers.



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Part II

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**b. Intrastate Transportation**

- **8b** List the State(s) within which your company provides intrastate transportation:  
\_\_\_\_\_
- Certificates of (1) bodily injury and property damage liability, and (2) cargo damage liability, will be filed with:

U.S. Department of Agriculture  
Export Operations Division, Traffic and Contract Administration Branch - Mail Stop 8738  
P. O. Box 419205  
Kansas City, MO 64141

**c. General**

- **8c** Please list your federal employer identification number (EIN): \_\_\_\_\_
- Non-compliance with any of the requirements of this Item will preclude carrier from handling USDA shipments.

**USDA Revised Standard Rules Tender  
Part III**

**Terms and Conditions of Carriage**

1. Carrier or party in possession of any of the property described in the bill of lading shall be liable as at common law for any loss, damage or delay thereto, except as hereinafter provided. Carriers shall be liable for special, incidental, and consequential damages for which they have actual or constructive notice.
  2. No carrier or party in possession of all or any portion of the property described in the bill of lading shall be liable for any loss of or damage to the said property or for any delay caused solely by an act of God, the public enemy, the authority of law, or the act or default of the shipper or owner. Further, no carrier or party in possession of all or any portion of the said property shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier or the party in possession shall have the burden of proving freedom from negligence and that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's liability shall not be subject to the rule of contributory or comparative negligence.
  3. Carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after actual or attempted tender of the property for delivery at destination. When tender of delivery of the property to the party entitled to receive it has been made, but delivery has been refused, or if carrier is unable to make delivery, carrier's liability as a warehouseman will begin when carrier has placed said property in a warehouse or storage facility under reasonable security.
- Except in the case of negligence of the carrier or the party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of the shipper, owner, or party entitled to make such request.
4. Except in the case of negligence of the carrier, no carrier or party in possession of all or any of the property described in the bill of lading shall be liable for delay caused by highway obstruction, by faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the carrier or party in possession.
  5. No carrier is bound to transport said property by any particular schedule or vehicle or in time for any particular market, or in any manner other than with reasonable dispatch.
  6. Claims for loss, damage or delay must be mailed within nine months of delivery, or in the

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case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed. In no case shall said reasonable time be deemed to be less than 30 days from the scheduled or anticipated delivery date.

Suits for loss, damage, or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is received by the claimant from the carrier that the carriers has disallowed the claim or any part thereof.

An offer of compromise shall not constitute a disallowance of any part of the claim unless the carrier, in writing, informs the claimant that such part of the claim is disallowed and provides reasons for such disallowance. Communications received from a carrier's insurer shall not constitute a disallowance of any part of the claim unless the insurer, in writing, informs the claimant that such part of the claim is disallowed, provides a lawful reason for such disallowance and informs the claimant that the insurer is acting on behalf of the carrier.

7. Shipper or consignee or USDA shall pay the freight and all other lawful charges accruing on said property according to the agreement of the parties. The shipper or USDA shall be liable for the freight and all other applicable charges, except that if the shipper stipulates, by signature, in the space provided for that purpose on the face of the bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, makes delivery without requiring such payment, the shipper or USDA shall not be liable for such charges.

Carrier agrees to indemnify and hold USDA harmless against and from any and all claims asserted against USDA by carriers, including reasonable costs and expenses incurred by USDA in reviewing, analyzing and assessing the carrier's claim, as well as those incurred in defending any such claim in a court of law or administrative tribunal.

USDA pays freight and any late interest charges per provisions of the Prompt Payment Act (31 USC 3901-3906).

Nothing herein shall limit the right of carrier to require at the time of shipment the prepayment or guaranty of the charges. If upon inspection it is ascertained that the articles shipped are not those described in the bill of lading, the freight charges must be paid upon the articles actually shipped.

8. Claims for loss, damage and delay shall be administered in accordance with Ex Parte No. 263, 340 ICC 515, Feb 24, 1972, including the ICC's interpretation thereof expressed in its Order

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**Part III**

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served April 18, 1972, and 49 CFR 370, unless otherwise provided herein.

In addition, claimant may recover its administrative expenses incurred in connection with said claims.

9. Claims for overcharges and undercharges shall be governed by the statute of limitations stated in 49 USC 14705, and administered in accordance with 49 CFR 378, unless otherwise provided herein.

If a shipper or USDA elects to submit a dispute over the original billing involving the applicability or reasonableness of the rate or charges to the Federal Highway Administration (FHWA) for resolution, the shipper or USDA must contest the billing by mailing or faxing a protest to the carrier within 180 days of the date it or its agent receives the original billing from the carrier. Overcharges and undercharges resulting from typographical, mathematical, weight or clerical errors, or duplicate payments may be filed at any time within 18 months of delivery.

If a carrier seeks to assess additional charges, it must mail or fax its billing within 180 days of the date on its original billing.

Once protested, disputes may be submitted to the FHWA for resolution. If not resolved by the FHWA within 18 months of the delivery date, an action at law must be instituted to preserve the right to collect the amounts sought.

Nothing in this agreement or the law shall prohibit a carrier from making a voluntary refund of an overcharge, or a shipper's or USDA's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.

10. In the event that property has been refused by the consignee, or carrier is unable to deliver the property for any reason, carrier shall immediately notify shipper by telephone or USDA at 816-926-6552, or other electronic communication system in accordance with the instructions for notification given on the face of the bill of lading. Said notice shall be confirmed in writing by carrier, stating the time and date that free time shall expire and the storage charges to be applicable upon expiration of free time. Storage charges shall begin after 48 hours of carrier's notification, exclusive of Saturdays, Sundays, and business holidays declared by any of the parties hereto.

USDA shall give disposition instructions to carrier within 48 hours of its receipt of notice of carrier's inability to deliver. If disposition is not received within said 48 hours, carrier shall send a "Second and Final Notice of On Hand Freight" via facsimile transmission or EDI (Electronic

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**Part III**

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Data Interchange). If disposition instructions are not received within 48 hours of the "Second and Final Notice," carrier may advertise in two newspapers of general circulation for two consecutive weeks that the goods on hand will be offered for sale at a general auction, stating the time and place of said sale. No later than 10 days prior to the auction sale, carrier shall send a copy of the auction notice to seller via facsimile transmission or EDI when published.

11. Where perishable property transported to the destination stated in this bill of lading is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale; PROVIDED, that if there is sufficient time to notify the consignor or owner of the refusal of the property or the failure to receive it and to request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold, including telephone or facsimile transmission.

12. The proceeds of any sale made under this agreement shall be applied by the carrier (a) to the payment of freight, demurrage, storage, and any other lawful charges, and/or (b) to the expense of notice, advertisement, sale, and other necessary expense and to the expense of caring for and maintaining the property, if proper care of the property requires special expense. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder.

13. Notice of loss or damage shall be given to carrier on the delivery receipt by the consignee and confirmed by the driver. Concealed loss or damage shall be reported to the delivering carrier within 15 working days unless the claimant explains why the loss or damage could not reasonably have been reported within 15 days. When notice has first been given to carrier after 15 days, claimant shall offer proof that the loss or damage did not occur after delivery to consignee, and carrier shall resolve the claim in light of the said proof.

14. Carrier shall be liable for the number of shipping units or packages noted on the bill of lading, and shall deliver them in the same condition or unitized package as tendered at origin. If carrier's driver is not able or is not given an opportunity to inspect and count the shipment prior to acceptance by the carrier, the bill of lading must be noted "SL & C" (Shippers Load & Count). When less-than-truckload shipments are loaded and counted by the shipper, such shipments will be inspected and counted by carrier at its first break bulk point and all discrepancies shall be reported immediately to shipper.

15. No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

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Part III

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**9 Carrier Certification**

1. Carrier Name **9a** \_\_\_\_\_
  
2. I am authorized to and do hereby offer to the United States Department of Agriculture, herein called USDA, pursuant to 49 USC 13712, the transportation services herein described on a continuing basis effective on the date shown on the title page of this tender, subject to the rates and charges, rules and provisions herein to which the undersigned motor carrier is party as of (date of agreement ) **9b** \_\_\_\_\_. We agree to submit or have already submitted line haul rates using USDA's **TENDER OF RATES AND/OR CHARGES FOR TRANSPORTATION SERVICES** format.
  
3. I further represent to USDA that I have operating authority required by the governing regulatory authorities to effect pickup and delivery of shipments from and to points designated in USDA's **TENDER OF RATES AND/OR CHARGES FOR TRANSPORTATION SERVICES** format.
  
4. I certify that the rates in this submission have been arrived at independently without any consultation, communication, or agreement whatsoever for the purpose of restricting competition concerning any matter relating to such rates with any carrier or with any competitor. I further certify that each rate tender submitted will be signed by a duly authorized agent or official of carrier.
  
5. I understand that those carriers selected shall be entitled to all available traffic based on USDA's requirements for the period of this tender and their ability to perform. However, USDA does not guarantee any volume of traffic.
  
6. By submission of this tender, I certify carrier compliance with all Federal, State, and Local regulations.
  
7. I certify that carrier is: (check all that apply)  
  
**9c**  Minority owned business. Please enclose certification from the Small Business Administration (SBA) classifying your company as a small disadvantaged business, or documentation confirming your company's participation in SBA's 8(a) Business Development Program.  
  
**9d**  Woman owned business (at least 51%).  
  
**9e**  Small business concern (transportation related gross revenue of less than \$21,500,000.00 last year).

**USDA Revised Standard Rules Tender  
Part IV**

8. USDA agrees to offer carrier no more shipments than it is capable of handling. I certify that carrier has under its control (indicate number):

Type of Trailer	Number of Units Available	Check One Below
9f Refrigerated:		9f(1) <input type="checkbox"/> weekly    9f(2) <input type="checkbox"/> monthly    9f(3) <input type="checkbox"/> annually
9g Insulated:		9g(1) <input type="checkbox"/> weekly    9g(2) <input type="checkbox"/> monthly    9g(3) <input type="checkbox"/> annually
9h Dry:		9h(1) <input type="checkbox"/> weekly    9h(2) <input type="checkbox"/> monthly    9h(3) <input type="checkbox"/> annually

**10 Signature of Party Representing Carrier**

\_\_\_\_\_  
10a Signature

\_\_\_\_\_  
10b Name and Title

\_\_\_\_\_  
10c Address

\_\_\_\_\_  
10d Telephone Number

\_\_\_\_\_  
10e Fax Number

\_\_\_\_\_  
10f E-mail Address

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## **Standard Rules Tender Governing Motor Carrier Transportation**

### **PRIVACY ACT AND PUBLIC BURDEN STATEMENTS**

The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 49 USC 13712 (Government Traffic). The information will be used to establish the motor carrier transportation needs of USDA/FSA/KCCO for the movement of its freight; to ensure that motor carriers providing transportation service have both the willingness and capability to meet these needs. Failure to furnish the requested information will result in a motor carrier to be considered nonresponsive. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid Office of Management and Budget (OMB) control number. Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM (OMB No. 0560-0195), Stop 7630, Washington, D.C. 20250-7630. Return this completed **Standard Rules Tender** to the **Kansas City Commodity Office, Export Operations Division - Mail Stop 8738, P.O. Box 419205, Kansas City, MO 64141-6205.**

### **NONDISCRIMINATION STATEMENT**

The U. S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice or TDD).

To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, D.C. 20250-9410 or call 202-720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.