

**UNIFORM TENDER OF RATES AND / OR
CHARGES FOR TRANSPORTATION SERVICES**

OBM APPROVAL NO:
029-R0257

1A. Issuing Carrier, Bureau, Agency or Conference UPS Freight		2A. Tender No. ICC 6400		2B. Supplement No. 06	
1B. Standard Carrier Alpha Code (SCAC) UPGF		2C. Cancels 6400 Supplement 05		2D. Supplement Nos. that Contain All Changes	
3. Tendered to: <input type="checkbox"/> US Government <input checked="" type="checkbox"/> Other (specify) : Army & Air Force Exchange Service			4. Issue Date 01/09/2012	5. Effective Date: 02/01/2012	6. Expiration Date (if any) 01/31/2013
7. Movement Application <input type="checkbox"/> From-To <input checked="" type="checkbox"/> Between		8. Action Code (supplements only) <input type="checkbox"/> Addition <input type="checkbox"/> Deletion <input checked="" type="checkbox"/> Change		9. Carrier / Agency No. (if any)	

10. Freight Classification and Commodity Description

10A. NMFC / UFC Item No.	10B. Description of Articles (use blocks 15 and 17 for transportation services) Freight, all kinds, including hazardous materials, but excluding: (1) Classes A & B Ammunition, Explosives or Fireworks; (2) Class C ammunition, explosives or fireworks requiring a DoD Transportation protective service; or (3) non-sensitive Class C ammunition Explosives or fireworks weighing in excess of 1000 lbs; (4) Livestock, articles of unusual value; or commodities in bulk.	
11A. Origin	(1) SPLC	(2) Point Name, County and State CANADA (DIRECT POINTS) See Appendix A
11B. Destination		CONTINENTAL U.S. See Appendix A

(b)(4) Confidential/Proprietary

13A. Rate or Charge See Appendices A, B, C, D, E, F, & G	13B. Minimum Weight(s)	14. Route (include Carrier Code (SCAC)) ORIGIN DIRECT POINTS ONLY IN CANADA UPGF – UPS Freight For Pickup Call: 800-227-8046
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15. Protective Services						16. Classification and Exceptions (insert exceptions, if any)
<input checked="" type="checkbox"/>	Service	Charge	<input checked="" type="checkbox"/>	Service	Charge	The rates, charges, or services shown herein are subject to the rules which, at the time of movement, would govern the applicable class rates from and/or to the points and via the routes in this tender, except: > UPGF (See Appendices)
	AGS			PSS		
	CSS			RSS		
	DDPS			SSS		

17. Accessorial Services	17A. Rate or Charge	17B. Description of Service and Governing Publication
	UPGF (See Appendices)	UPGF (See Appendices)

18. Operating Authority (Note Item 20A.)
MC-109533 and Subs thereto

19. COMBINATION RATES (Check appropriate box)

- The rates and charges in this tender may be used as factors in the construction of any combination through rates, charges, or other provisions
- The rates and charges in this tender may be used as factors to make combination rates and charges to and/or from other points of origin and destination, provided that such other points are not more than thirty (30) highway miles distant from the pertinent point of origin or destination named in this tender. The distance shall be measured from (1) the nearest boundary, in the case of designated commercial zones; (2) the nearest corporate limit, in the case of incorporated communities not in commercial zones; or (3) the nearest post office within other points of origin or destination.
- The rates and charges in this tender may not be used in construction of combination rates or charges.

20. GENERAL TERMS AND CONDITIONS

a. *Lawful Performance: Operating authorities*

The carrier(s) represent(s) to the United States that the services provided in this tender will be performed in accordance with applicable Federal, state and municipal laws and regulations and the carrier(s) hold(s) the required operating authority to transport the commodity from, to, or between the places specified in the authorized certificates, permits or temporary operating authorities.

b. *Charges and allowances*

Except as otherwise provided in this tender, shipments made under the provisions of this tender are entitled to those additional services and privileges as are provided in separately published tariffs or tenders to which the carrier(s) participates, including additional tariff or tender charges, rules and regulations applicable to such services and privileges.

c. *Payment*

Except for shipments covered by item 21(3) or 21(4) below, the carrier shall bill the United States on Standard Form 1113, Public Voucher for Transportation Charges, appropriately supported. Carriers shall send bills to the "Charges to be billed to" address shown on the face of Standard Form 1103, U.S. Government Bill of Lading.

d. *References*

Where reference is made in this tender to an item, tender, tariff or classification, the reference shall be construed to include the supplements, amendments or reissues of that item, tender, tariff or classification, unless otherwise specified in this tender.

e. *Cancellation or amendment of tender*

This tender may be canceled or amended by the carrier(s) on written notice of not less than thirty (30) calendar days, except for shipments made from the original point of origin (or port of importation, where appropriate) before the effective date of the notice and except for any accrued rights and liabilities of either party to the tender. Cancellations or amendments may be made upon shorter notice by mutual agreement between the Government and the carrier(s) concerned.

f. *Filing with regulatory bodies*

The carrier(s) certifies (certify) that, where required, the necessary copies of this tender shall be filed concurrently with the Interstate Commerce Commission as stated in Section 10721(b)(2) of the Interstate Commerce Act, or with other regulatory bodies, as appropriate.

g. *Alternations and volume of traffic*

This tender shall not apply where charges for service provided under this tender exceed charges otherwise applicable for the same service. Receipt and acceptance of this tender by the Government shall not be considered as a guarantee to the carrier of a particular volume of traffic described in this tender.

21. CARRIER(S) OFFER AND INSTRUCTIONS

I am (we are) authorized to and offer on a continuing basis to the United States Government (subsequently called the Government), based on Section 10721 of the Interstate Commerce Act, or other appropriate authority, the transportation services described in this tender, subject to the terms and conditions stated in this tender. The property to which rates apply must be shipped by or for the Government (1) on Government bills of Lading; (2) on commercial bills of lading endorsed to show that such bills of lading are to be exchanged for Government bills of lading at destination or converted to Government bills of lading after delivery to the consignee; (3) on commercial bills of lading showing that the Government is either the consignor or the consignee and endorsed with the following legend: "Transportation under this tender is for the _____ (name the specific agency, such as U.S. Department of Defense), and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and are to be reimbursed by the Government"; (4) on commercial bills of lading endorsed with the following legend: "Transportation under this tender is for the _____ (name the specific agency, such as U.S. Department of Defense), and the actual total transportation charges paid to the carrier(s) by the consignee are to be reimbursed by the Government, according to cost-reimbursement contract no. _____. This may be confirmed by contacting the agency at _____.

22. Signatures(s) of Party(ies) Representing Carrier(s)

Issuing Carrier, Bureau, Agency or Conference UPS Freight	Participating Carrier
By (Signature and Title of Authorized Officer or Agent) (b) (7)(C) Privacy Pricing Manager	By (Signature and Title of Authorized Officer or Agent)
Address 1000 Semmes Ave. Richmond, VA 23218	Address

OPTIONAL FORM 280

(b)(4) Confidential/Proprietary

[Redacted text block]

TENDER 6400 APPENDIX "B"

RULES

Except as provided in Paragraphs A, B, C, D, E and F below, all provisions of UPS Freight ("UPGF") rules tariff UPGF (b)(4) Confidential/Proprietary will apply to all shipments tendered to UPS Freight by or for Army & Air Force Exchange Services ("AAFES") for which this tender is applicable.

- A. [REDACTED] Exception to UPGF [REDACTED]
Provisions of UPGF [REDACTED]
- B. [REDACTED]: Exception to UPGF [REDACTED]
Provisions of UPGF [REDACTED]
(See Appendix A [REDACTED])
- C. [REDACTED]
An accessorial fee [REDACTED]
[REDACTED]
- D. [REDACTED]
An accessorial fee [REDACTED]
[REDACTED] as negotiated between UPGF and AAFES.
- E. [REDACTED]
[REDACTED]

EXCEPTIONS TO UPGF [REDACTED]

1. When UPS Freight performs the service(s) described in [REDACTED] of Army & Air Force Exchange Services, all provisions of this exception to UPGF [REDACTED] will apply.
2. [REDACTED]
[REDACTED]
[REDACTED]
3. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
4. Charges for the service(s) [REDACTED]
[REDACTED]
5. Charge: [REDACTED]
[REDACTED]
6. As documentation of UPS Freight's performance of service(s) described in Paragraph 2 or 3, AAFES agrees to accept a photocopy of a properly executed delivery receipt for each shipment for which the service(s) were performed. Said delivery receipt shall include, [REDACTED]
[REDACTED] Said information may be printed, stamped, typed, or handwritten on the delivery receipt, with the exception of the AAFES representative's signature, which must be handwritten and original.
 - a. a description of the service performed
Example: [REDACTED]ION"
 - b. the number of pieces for which the service was performed
Example: [REDACTED]" (complete with total number)
 - c. the signature of an AAFES representative
Example: "SIGNED" (signature of AAFES representative)

RULES (continued)

7. It will be AAFES responsibility to ensure that only properly authorized personnel provide the signature described in Paragraph 6. Failure to fulfill said responsibility would not release AAFES from its obligation to pay all applicable charges for UPS Freight's performance of service(s) described in Paragraph 2 or 3.
8. AAFES agrees to (b)(4) Confidential/Proprietary [REDACTED] of an invoice for same when said invoice is accompanied by the documentation described in Paragraph 6. Payment of said charges must be remitted to UPS Freight within [REDACTED] of invoice date.

F. UPGF [REDACTED]

G. LTL GUARANTEED

UPS Freight LTL Guaranteed is Carrier's delivery or attempted delivery of a shipment in accordance with Carrier's normal transit standard in effect on the date of shipment, subject to the conditions below.

1. UPS Freight LTL Guaranteed is only applicable on LTL shipments between direct points in the contiguous United States, and between direct points in the contiguous United States and points in Canada [REDACTED]. [REDACTED] LTL Guaranteed will apply only where UPS Freight (or agents on behalf of UPS Freight) picks up and delivers the shipment, but will not apply on shipments picked up or delivered by interline or partner carriers.
2. Shipment must be picked up by Carrier no [REDACTED] to qualify. LTL Guaranteed does not include missed pickups.
3. Carrier guarantees to make shipment available for delivery by end of day [REDACTED] on or before the date advertised by Carrier for delivery service from eligible origin zip codes to eligible destination zip codes. The consignee/receiver must be open and willing to accept shipment delivery up to [REDACTED]. After [REDACTED] the delivery shall be considered late only if the consignee's receiving department is closed.
4. A [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
5. To request LTL Guaranteed, Shipper must check the Guaranteed Delivery Requested box on the UPS Freight bill of lading, or simply request in writing Guaranteed Delivery Service on the bill of lading. When requested, Carrier will place Guaranteed stickers on both Shipper's and Carrier's copy of the bill of lading and the freight. Shipper must sign the guaranteed sticker on the Carrier's copy of the bill of lading.
6. The LTL Guaranteed provisions of this item are not applicable in the following circumstances:
 - a. On shipments [REDACTED]
[REDACTED]
 - b. When the shipment is delayed because the freight tendered does not match the information shown on the bill of lading, or delayed due to missing, incomplete or inaccurate documentation.
 - c. When the delay or failure to perform is the result of Impractical Operations, Acts of God, inclement weather, industry disruptions, fires, strikes, the public enemy, the authority of law including customs inspections, a disruption in communications or an information systems failure.

- d. Where special delivery requirements or conditions apply, such as but not limited to;

LTL GUARANTEED (continued)

- i. Appointments
 - ii. Notification prior to delivery, including Customer Pickup at Carriers service center
 - iii. Use of Lift Gates or Special Equipment
 - iv. Shipments requiring Protective Services
 - v. Shipments held for consolidation
 - vi. Shipments requiring Collect on Delivery (COD)
 - vii. Hazardous Materials
 - viii. Private Residences
 - ix. Requiring delivery on Holidays and Weekends
 - x. Blackout periods as may be listed on Carriers website
 - xi. Limited Access Points
 - xii. Remote and rural delivery points
 - xiii. U.S. Domestic Islands
 - xiv. Sorting and Segregating
 - xv. Trade Show deliveries
 - xvi. On shipments consisting of carpeting or linoleum
 - xvii. Requiring dropped trailers for consignee unloading
 - xviii. Extreme Length shipments
 - xix. Shipments subject to truckload rates
 - xx. Shipments subject to Capacity Load
 - xxi. Shipments subject to Cubic Capacity and Density
 - xxii. Shipments subject to provisions of blind shipments
 - xxiii. Lost or damaged shipments
 - xxiv. Reconsigned Shipments
7. Failure by Carrier to have the shipment available for delivery by the delivery date as indicated above, due to no fault of Shipper or consignee, will result in cancellation of freight charges, including the fuel surcharge (with the exception of any applicable and performed accessorial service charges) for that shipment. Requests by the debtor for cancellation of charges or for refunds of any paid freight charges must be directed to (800) 333-7400 within 15 calendar days of actual delivery date. No agent, representative or third party may file on behalf of the debtor and no refunds will be made to any party other than the debtor.
8. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.

H. [REDACTED]

TENDER 6400 APPENDIX "C"

(b)(4) Confidential/Proprietary

1. [REDACTED]
2. [REDACTED] shipments destined to ARMY AIR FORCE EXCHANGE SERVICE.
3. [REDACTED]
4. [REDACTED]

Waco D.C. Waco, TX (WAC)
Southeast D.C. Morrow, GA (ATL)
Dan Daniel D.C. Newport News, VA (NFK)
West Coast D.C. French Camp, CA (SCM)

TENDER 6100 APPENDIX "D"

(b)(4) Confidential/Proprietary

In consideration of UPS Freight's ("UPGF") agreement to deliver trailers to West Coast D. C., French Camp CA, Waco D. C., Waco, TX, Southeast D. C, Morrow GA and Dan Daniel D.C. Newport News VA(Consignee's) location for subsequent unloading at a later time by Consignee, Consignee and UPS Freight agree as follows:

1. Upon delivery, UPS Freight will present;
 - (a) A trailer with door seal intact.
 - (b) A printed manifest listing all shipments contained within the trailer.
 - (c) Delivery bills for all shipments contained within the trailer.
2. Upon delivery, Consignee will;
 - (a) Ensure trailer door seal is intact and matches with seal number printed on manifest.
 - (b) Ensure a delivery bill is received for each shipment.
 - (c) Sign manifest acknowledging receipt of sealed trailer and delivery bills.
3. Upon unloading the shipment, Consignee will;
 - (a) Note exceptions to the condition of the shipment (shortages, overages or damages) on each individual delivery receipt.
 - (b) All delivery exceptions will reference product numbers or some other specific identifier of the merchandise or product for which an exception is being taken.
 - (c) Sign and date the DR and note the condition of the shrink wrap.
 - (d) Reload any overages on UPS Freight's trailer.

(e) Contact UPS Freight's WACO Service Center via phone at 254-420-1800 (phone number) to advise that trailer and delivery receipts are available for pickup, Contact UPS Freight's ATLANTA Service Center via phone at 404-622-3581, NORFOLK Service Center via phone at 757-545-8401 (phone number) and SACRAMENTO CA Service Center via phone at 916-371-9101 (phone number) to advise that trailer and delivery receipts are available for pickup, -.

(f)

4. Exception Notification;

5. Consignee will advise UPS Freight's WACO Service Center of any delivery exception within [REDACTED] of receiving the trailer. Notification must be via fax 254-420-3123 (fax number), Consignee will advise UPS Freight's ATLANTA Service Center of any delivery exception within [REDACTED] of receiving the trailer. Notification must be via fax 404-627-0836 (fax number), NORFOLK Service Center of any delivery exception within [REDACTED] of receiving the trailer. Notification must be via fax 757-545-6826 (fax number) and SACRAMENTO CA Service Center of any delivery exception within [REDACTED] of receiving the trailer. Notification must be via fax 916-371-7241 (fax number) and reference the individual freight bill number and corresponding exception.

(a) and reference the individual freight bill number and corresponding exception.

(b) (b)(4) Confidential/Proprietary [REDACTED] will not be considered valid and Consignee agrees that all claims for which a [REDACTED]

6. [REDACTED];

(a) Consignee agrees to [REDACTED]

