

**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 6500		2B. Supplement No. 06	
1B. Standard Carrier Alpha Code (SCAC) UPGF		2C. Cancels 6500 Supplement 05		2D. Supplement Nos. that Contain All Changes	
3. Tended to: <input type="checkbox"/> US Government <input checked="" type="checkbox"/> Other (specify) : Army & Air Force Exchange Service (Consolidation / Cross Dock Services)			4. Issue Date 01/09/2012	5. Effective Date: 02/01/2012	6. Expiration Date (if any) 01/31/2013
7. Movement Application <input checked="" type="checkbox"/> From-To <input 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 See Appendices
11B. Destination	See Appendices CONSOLIDATION for AAFES DISTRIBUTION CENTERS AS DESCRIBED IN APPENDICES	

12. Load Application (check appropriate box(es))

(b)(4) Confidential/Proprietary

13A. Rate or Charge See Appendices	13B. Minimum Weight(s)	14. Route (include Carrier Code (SCAC)) UPGF – UPS Freight
--	------------------------	--

15. Protective Services						16. Classification and Exceptions (insert exceptions, if any) 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)
<input checked="" type="checkbox"/>	Service	Charge	<input checked="" type="checkbox"/>	Service	Charge	
	AGS			PSS		
	CSS			RSS		
	DDPS			SSS		

17. Accesorial Services	17A. Rate or Charge	17B. Description of Service and Governing Publication
	UPGF (See Appendices)	UPGF 102 (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) _____ – Pricing Manager	By (Signature and Title of Authorized Officer or Agent)
Address 1000 Semmes Ave. Richmond, VA 23218	Address

OPTIONAL FORM 280

[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
(b)(4) Confidential/Proprietary						
[REDACTED]						
[REDACTED]						
[REDACTED]						

Rate Base: [REDACTED]

Dock Services: Transloading AAFES cargo from vendor trucks on non-UPS Freight equipment to AAFES designated equipment (“cross dock”) at UPS Freight’s facility will incur the following charges:

Transloading Charges:

[REDACTED]
[REDACTED]

TENDER 6500 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]
[REDACTED]
- C. [REDACTED]
[REDACTED]
[REDACTED]
- D. [REDACTED]
An accessorial [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]
[REDACTED]
- 2. [REDACTED]
[REDACTED]
[REDACTED]
- 3. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 4. Charges [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]
[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]”
- b. the number of pieces for which the service was performed
Example: (b)(4) Confidential/Proprietary [REDACTED]
- c. the signature of an AAFES representative
Example: “SIGNED” (signature of AAFES representative)

TENDER 6500 APPENDIX “B”

RULES (cont.)

- 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 [REDACTED]
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]
[REDACTED]) of invoice date.

F. UPGF [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]