



## Copy of GSA TSP Agreement

### 1. INTRODUCTION:

This agreement prescribes the general procedures and policies 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, and GSA Freight Traffic Management Program Request for Offers**

#### 4. TERMS AND CONDITIONS

A) GSA will place electronic documents in a publicly accessible directory on GSA's Freight Management Library (<http://www.gsa.gov/portal/content/110716>). GSA will receive documents and communication from confirmed trading partners via the established GSA email box ([Frttsp.approvals@gsa.gov](mailto:Frttsp.approvals@gsa.gov)). Receipt by the trading partner is considered to occur when the document is received by GSA and acknowledged as such.

B) GSA will bear the costs of maintaining and managing the GSA infrastructure. The agency's trading partners are responsible for all costs associated with maintaining and sending required documents and communications to GSA.

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 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.

E) Any document placed in a directory or website maintained by GSA is to be considered valid and authentic backed by the same guarantees of legitimacy as are found in a paper transaction. Likewise, any document from a trading partner will be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in a paper transaction

F) 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).

G) In the event a carrier/freight forwarder uses a broker 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 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.

#### 5. 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.

#### 6. EFFECTIVE DATE

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

#### 7. 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.

## 8. 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.

## 9. 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.

## GSA STANDARD TENDER OF SERVICES

Letter of Intent Carrier Agreement To Abide By the Terms and Conditions of The General Services Administration Standard Tender of Service (STOS) Transportation Program Please accept our request to participate in the General Services Administration (GSA) STANDARD TENDER OF SERVICE (STOS) Transportation Program. I certify that I have read and will comply with all of the provisions contained in the following documents: The GSA Standard Tender of Service (GSA STOS) The GSA Uniform Rules Tariff No. 200 (GSA No. 200) The GSA Baseline Rate Publication No. 1000-D (GSA No. 1000-D) This also includes compliance with the GSA Industrial Funding Fee (IFF) to be paid on each shipment tendered under this STOS. The Industrial Funding Fee will be based on linehaul and accessorials, less the fuel surcharge unless otherwise stated in the RFO, or if an all inclusive rate is requested. Each TSP must remit their IFF no later than 30 calendar days from receipt of payment. I further certify that the undersigned company has the operating authority and insurance as required by the GSA Standard Tender of Service.

## 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 TSPs stock, or an individual who can control, or substantially influence, the TSPs 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 TSPs 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.

Fill out the following form on your computer using Adobe Acrobat, print the last page, sign the bottom, scan, and email *only the last page* to [Frttsp.approvals@gsa.gov](mailto:Frttsp.approvals@gsa.gov)

**Copy of GSA TSP Agreement**

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

**All paragraphs of this agreement will apply and are binding, except those stated next to your choice**

Freight Common Carrier (except Paragraph 4)

Freight Forwarder (except Paragraph 4)

Freight Broker (except Paragraphs 4 and 5G)

Rate Filing Service Provider (except Paragraph 5G)

SCAC:

Company Name:

Contact Person's Role:

Contact Person's First and Last Name:

Primary Telephone Number:

Secondary Telephone Number:

Email Address:

Company Website:

Mailing Address 1:

Mailing Address 2:

City:

State:

Zip Code:

Signature:

Date: