

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

CHAPTER III - TERMS, CONDITIONS, & RULES

ITEM 300.

PURPOSE

This chapter contains information on the terms, conditions, and rules the Transportation Service Provider agrees to adhere to for participation in the domestic (interstate/intrastate) program. By the filing of rates/tenders, Transportation Service Provider verifies it will adhere to the terms, conditions, and rules contained in this rate solicitation.

ITEM 301.

APPLICATION OF BREAK POINTS

a. The line haul transportation charge for a shipment shall not exceed the charge that would apply by use of the next greater unit of weight at rate applicable in the next higher rate bracket.

b. The break point represents weights at which the minimum weight in the next higher weight column times the rate in that weight column, produces a lower charge than the actual weight of the shipment times the applicable rate in such rate section. To illustrate:

Shipment weighs 3,655 pounds, moving 510 miles. Under Chapter 5, Appendix 5A the rate would be 3,655 pounds times \$27.60 per CWT equals \$1,008.78.

Using the lowest weight in the next weight bracket 4,000 pounds times the rate in that bracket (\$22.60) equals \$904.00.

The correct charge for the 3,655 pound shipment is the lower of the two computations, namely \$904.00.

ITEM 302.

GOVERNING MILEAGE GUIDE

a. Where rates are based on mileage, the distance or mileage shall be that provided in the Defense Table of **Official** Distances (DTOD).

ITEM 303.

DETERMINATION OF WEIGHTS

a. **General.** Transportation Service Providers shall determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this item, the weight shall be obtained on a scale meeting the definition of a certified scale as provided in 49 CFR 375.1(b)(4).

b. **Weighing Procedures:**

(1) Except as otherwise provided in this item, the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

the gross weight of the same vehicle after the shipment is loaded or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.

(2) At the time of both weights, the vehicle shall have installed or loaded all pads, dollies, hand trucks, ramps and other equipment required in the transportation of each shipment.

(3) Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.

(4) The fuel tanks on the vehicle shall be full at the time of each weighing or, as an alternative, no fuel may be added between the two weighings when the tare weighing is the first weighing performed.

(5) The trailer of a tractor-trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.

(6) Shipments weighing 1,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading. For containerized shipments, containers may be weighed independently.

(7) The PPSO or member shall have the right to observe all weighings of the shipment upon request. The Transportation Service Provider must advise the PPSO of the time and specified location where each weighing shall be performed and must give a reasonable opportunity to be present to observe the weighings.

c. **Government Scales.** If authorized by the PPSO, Transportation Service Providers may use Government scales to determine the gross, tare, and net weight of shipments not originating on Government installations. When requested by the PPSO, Government scales shall be used to weigh or reweigh shipments originating or terminating at Government installations where such scales are available.

d. **Weight Tickets.** The Transportation Service Provider shall obtain a separate weight ticket for each weighing required under this item, except when both weighings are performed on the same scale, one weight ticket may be used to record both weighings. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:

- (1) The complete name and location of the scale;
- (2) The date of each weighing;
- (3) Identification of the weight entries thereon as being the tare, gross and/or net weights;
- (4) The company or Transportation Service Provider identification, either name or SCAC;
- (5) The last name of the shipper, as shown on the BL;
- (6) The Transportation Service Provider's shipment registration number; and
- (7) The BL number.

e. **Retention of Weight Tickets.** The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by the Transportation Service Provider as part of the file on the shipment. All paper bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

copies of all weight tickets obtained in the determination of the shipment weight. Normally under EDI billing procedures, a Transportation Service Provider shall not provide weight tickets unless specifically requested by finance center on a shipment by shipment basis.

f. Professional Books, Papers, and Equipment. When professional books, papers, and equipment (PBP&E) are included as part of the shipment, the weight of such articles shall be annotated separately on the BL; the weight may be obtained using bathroom or platform-type scales. In the event scales are not readily available, a constructive weight of 40 pounds per cubic foot may be used for PBP&E. When a constructive weight is used for PBP&E, the symbol (C) shall be inserted by the Transportation Service Provider/agent after the weight to indicate a constructive weight was used.

ITEM 304.

LIMITATION OF ACTION

a. All claims and actions at law by the issuing Transportation Service Provider for recovery of its charges on shipments subject to the provisions of this rate solicitation will be filed within three years (not including any time of war) from the date of:

- (1) Final delivery of the property,
- (2) Payment of the transportation charges thereon,
- (3) Subsequent refund of excess charges, or
- (4) Deduction of such excess charges from Transportation Service Provider's account, whichever is later.

b. If the limitation of actions set forth in this item is breached by the Government by the filing of claim or action at law (other than by mistake or inadvertence) at a time other than stated in this item, this item will be of no force and effect and will be void ab initio.

ITEM 305.

RESERVED FOR FUTURE USE

ITEM 306.

LIMITATION OF TRANSPORTATION SERVICE PROVIDER LIABILITY

a. Rates and charges in this rate solicitation apply to a released value of \$1.25 times the net weight of the shipment (in pounds) unless otherwise stated on BL. No additional payment shall be authorized for valuation, other than that shown in Item 415 or Item 416, when additional coverage is requested.

b. The Transportation Service Provider accepts property for shipment on the BL under the following terms and conditions:

(1) Transportation Service Provider's legal liability for loss or damage to goods shall be the same as set forth in the Interstate Commerce Act (Title 49, U.S.C. 14706) (in conformity with the rules of the Surface Transportation Board), limited to the amount declared by the shipper times the net weight (in pounds) of the shipment.

(2) When the cost of repair, replacement, or actual cash value of the item (less depreciation and salvage) at the time and place of loss or damage is less than the Transportation Service Provider's liability, as provided in paragraph a above, the Transportation Service Provider shall be liable for the lesser amount.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

(3) The Transportation Service Provider reserves the right to decline articles prohibited by law or regulatory body or which are injurious or contaminating to the shipment. The Transportation Service Provider shall be liable for loss or damage resulting from non-observance hereof.

(4) Transportation Service Provider is not responsible for loss or damage caused by:

(a) Act of God, public authority, or negligence of the owner, and/or owner's agent.

(b) Hostile or warlike action in the time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:

1 By any government or sovereign power (de jure or de facto), or by an authority maintaining forces.

2 By any agent or any such government, power, authority, or forces.

3 Contamination attributable to effects of radioactive or fissionable materials.

(c) Any weapon of war employing atomic fission or radioactive force in time of peace or war.

(d) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure, or destruction, under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks or contraband or illegal transportation or trade.

(e) Strikes, lockouts, labor disturbances, riots, civil commotion, acts of person or persons taking part in such occurrence or disorder.

(f) Inherent vice of the article or infestations by mollusks, arachnids, crustaceans, parasites, or other types of pests; fumigations or decontamination when not the fault of the Transportation Service Provider.

(g) The burden of proof shall be on the Transportation Service Provider to show that the loss or damage was caused by the excepted conditions which relieve it of liability.

(5) The Transportation Service Provider shall not be liable for intangible property, stamps, coins, bank notes, or securities, nor for the intrinsic or sentimental value of an item.

(6) The Transportation Service Provider shall be liable, only to the extent of its stated liability, for small items of extraordinary value such as expensive cameras, watches, jewelry, and furs.

(7) The Transportation Service Provider shall not be liable for pre-existing damage indicated in the inventory.

(8) The Transportation Service Provider shall be liable for concealed damage caused by the Transportation Service Provider, or when any visible damage to the container is noted, or when the entire contents (or a portion thereof) are lost, either while in transit, storage-in-transit, or when delivered by the Transportation Service Provider at destination.

(9) Transportation Service Provider may, at its option, require proof of loss or damage claimed.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

ITEM 307.

CLAIMS

a. Claims in Writing Required. A claim for loss or damage shall not be voluntarily paid by a Transportation Service Provider unless filed in writing, as provided below, with the Transportation Service Provider.

b. Transportation Service Provider Inspection of Loss or Damage:

(1) Upon delivery by the Transportation Service Provider, all loss or damage to the household goods shall be noted on the DD Form 1840 and on the inventory form. For loss or damage discovered later, including that involving packed items for which unpacking has been waived in writing, written documentation (DD Form 1840R) advising the Transportation Service Provider of loss or damage discovered later, dispatched not later than 75 days following delivery, shall be accepted by the Transportation Service Provider as overcoming the presumption of the correctness of the delivery receipt.

(2) The Transportation Service Provider's failure to provide DD Form 1840, and to have proof thereof, shall eliminate any requirement for notification to the Transportation Service Provider. Written notice, using DD Form 1840 and 1840R, is not required by the Transportation Service Provider, in the case of major incidents, described by paragraph 32 of the Tender of Service, which requires the Transportation Service Provider to notify HQSDDC and appropriate PPSOs of the details of fires, pilferage, vandalism, and similar incidents which produce significant loss, damage, or delay.

(3) Loss or damage to household goods discovered more than 75 days after the date of delivery shall be presumed not to have occurred while the goods were in possession of the Transportation Service Provider unless good cause for the delay is shown, such as the officially recognized absence or hospitalization of the service member at the site of the delivery of the property during all or a portion of the period of 75 days from date of delivery. Nothing herein contained shall be construed to prohibit rebutting the presumption of nontransit damage by presenting evidence of, and substantiating, transit damage.

(4) The Transportation Service Provider will be deemed to have waived its right to inspect if:

(a) Exceptions were taken at time of delivery and the Transportation Service Provider fails to inspect within 75 days from the date of delivery; or if

(b) Written documentation of loss or damage has been dispatched within 75 days from the date of delivery and the Transportation Service Provider fails to inspect within 45 days from the date of dispatch or 75 days from the date of delivery, whichever is later.

(5) No claim shall be denied due solely to Transportation Service Provider's lack of opportunity to inspect prior to repair, when the essential nature of the damaged item, such as, refrigerator, washer, dryer, or television, requires immediate repair.

(6) The 120-day period in which Transportation Service Providers must settle a formal claim for loss or damage does not commence until receipt of a formal claim.

(7) The claims for loss and/or damage shall not be limited to the general description of loss or damage to those items noted on the DD Forms 1840 and 1840R. It is agreed that the claim shall be limited only to the items indicated on the DD Forms 1840 and 1840R, except as indicated in paragraphs b(4)(b) and b(5) above.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

ITEM 308. **DECLARATION OF VALUE - LIABILITY LIMITATION**

- a. The terms "released value," "declared value," and "value declared by the shipper," as used in this rate solicitation, shall have the same meaning.
- b. The Transportation Service Provider's maximum liability shall be \$1.25 times the net weight (in pounds) of the shipment for any lost or damaged article unless the shipment is released at either a lump sum value declared by the shipper or an amount greater than \$1.25 times the net weight (in pounds) of the shipment, whichever is greater.
- c. The BL is released at lowest value herein, unless otherwise stated. The BL shall be annotated with appropriate statement citing the increased valuation.
- d. If the shipper fails to make the entry required above, the shipment shall be deemed released at \$1.25 times the net weight (in pounds) of the shipment.
- e. The released value and the Transportation Service Provider's maximum liability (whether or not loss or damage occurred from Transportation Service Provider negligence), as determined under this item, shall apply to any claim resulting from the performance or failure to perform by the Transportation Service Provider of any services, including accessorial services, which the Transportation Service Provider contracted is to perform.

ITEM 309. **ARTICLES LIABLE TO CAUSE DAMAGE**

- a. When the Transportation Service Provider or its agent believes it necessary that the contents of cartons, boxes, etc., be inspected, they shall make such inspection or cause it to be made, or require other sufficient evidence to determine the actual contents of the property.
- b. Transportation Service Provider will not accept for shipment the following:
 - (1) Household goods which by its inherent nature is liable to impregnate, contaminate, or otherwise cause damage to other household goods or equipment.
 - (2) Articles which cannot be taken from or delivered to the premises without damage to the articles or the premises.

ITEM 310. **IMPRACTICABLE OPERATIONS**

- a. This rate solicitation shall not require the Transportation Service Provider to perform any line haul service or any other service from or to or at any point or location where, through no fault or neglect of the Transportation Service Provider, the operation of vehicles is impracticable because:
 - (1) The condition of roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
 - (2) Loading or unloading facilities are inadequate;
 - (3) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing, or other labor disturbance would subject operations to unreasonable risk of loss or damage to life or property or unreasonably jeopardize the

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

ability of the Transportation Service Provider to render line haul or pickup or delivery or any other service from or to or at other points or locations;

(4) Transportation Service Provider's hauling contractor, Transportation Service Provider's employees, or Transportation Service Provider's agents are precluded, for reason beyond Transportation Service Provider's control, from entering premises where pickup or delivery is to be made;

(5) Local, state, or federal restrictions, regulations or laws prohibit performance of such services by line haul equipment.

b. Services can be completed through the employment of services of a third party, when possible.

ITEM 311.

RESERVED FOR FUTURE USE

ITEM 312.

PRIVATELY-OWNED FIREARMS

All privately-owned firearms must be placed in the number 1 external shipping container and must be positioned so that they are readily accessible for examination by customs when required. This shipping container shall be closed at the member's residence. Under no circumstances shall the Transportation Service Provider be permitted to remove the privately-owned firearms to the warehouse or other facility for placement in shipping containers.

ITEM 313.

CONSOLIDATION OF SHIPMENTS

When a shipment is consolidated, allocated, and offered to and accepted by the Transportation Service Provider at one time, the additional service charges and charges incident to SIT shall be applicable to each portion of this shipment as would apply if computed on each portion as an individual, separate shipment. Separate BLs shall be used for each member's property. BLs will be cross-referenced by a list of all BLs included in the shipment.

ITEM 314.

RIGGING, HOISTING, OR LOWERING

a. When it is necessary to use rigging, hoisting, or lowering service in order to accomplish pickup or delivery of a shipment, the Transportation Service Provider shall perform such services at the rates provided in Item 403 (Labor Charge), subject to the Transportation Service Provider's ability to furnish equipment and experienced personnel.

b. If the Transportation Service Provider is unable to furnish or secure the equipment or experienced personnel, the shipper or owner of the goods must arrange for such service.

c. If requested by the PPSO, the Transportation Service Provider shall, as agent for the shipper, undertake to secure such services from a third party, if available. All charges for third party service shall be advanced by the Transportation Service Provider and billed as an advanced charge to the Government.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

ITEM 315.

STORAGE-IN-TRANSIT (SIT)

a. SIT service provided in this rate solicitation shall be for a period not to exceed 90 days, unless additional storage is authorized by the PPSO in accordance with the Joint Federal Travel Regulations (JFTR), Volume 1, paragraphs U5375-B3a and b. PPSO will notify Transportation Service Provider of the extension and the projected termination date. When shipment is not removed from SIT by the expiration of the 180th day, or at the end of the extended SIT period authorized by the PPSO, liability as a Transportation Service Provider shall terminate at midnight of the last day of the SIT period, the through Government Bill of Lading character of the shipment shall cease, the warehouse shall be considered the final destination point of the shipment, the warehouseman shall become agent for the shipper, and the shipment then becomes subject to the rules, regulations, charges and liability of the warehouseman.

b. SIT of a shipment covered by this rate solicitation is the holding of a shipment or portion thereof in the warehouse of the Transportation Service Provider or its agents for storage, pending further transportation. Onward movement or delivery to residence will be effected only at the request of the PPSO.

c. The Transportation Service Provider may designate any DOD-approved warehouse to serve as its agent.

d. The PPSO will provide a SIT control number for all shipments placed in SIT.

e. The rate in effect on the day of the origin pickup shall apply. When a portion of a shipment is placed into SIT at origin on different days, the date of pickup at origin of that portion shall govern the applicable rate.

f. When a shipment is placed in SIT in CONUS, the Transportation Service Provider agrees to the following:

(1) **STORAGE.** The warehouseman shall have the shipment until close of business of the third (3rd) working day following the date the SIT control number is issued to complete the handling-in-services. Personal property shall be stored so as to protect it from all loss and damage.

(2) **SHIPPING CONTAINERS.** The contents of containerized shipments shall not be removed from containers when placed in SIT.

(3) **IDENTIFICATION.** All lots of loose household goods, storage lots, and noncontainerized household goods shall be properly identified.

g. During the SIT period, the shipper may withdraw a portion of the shipment. If the withdrawal requires unstacking and/or restacking of the shipment or a portion of the shipment, charges shall be assessed in accordance with Item 403. Delivery charges shall be assessed as if that portion withdrawn were an individual shipment. Property remaining in storage shall be assessed on the same basis as would apply to an individual shipment.

h. During the SIT period, the shipper may add property to that already in SIT. Charges for such property added shall be as follows:

(1) Transportation charges to pick up property and deliver to the warehouse if accomplished by the Transportation Service Provider.

(2) Warehouse handling charge for property added. Minimum shall apply to total amount of the shipment only.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

(3) First day storage shall apply to weight added, subject to minimum charge. Additional storage shall apply on the total weight of the shipment.

NOTE: If an interstate shipment is placed into origin SIT and then at a later date, is reconsigned for delivery out of SIT to a new destination other than the destination shown on the BL, the following procedures apply:

- Charges that apply up to the point of reconsignment, for packing, drayage to SIT facility, warehouse handling, and storage, shall be those specified on the PPGBL that the shipment was originally tendered under. The PPSO should issue a correction notice stating: "THIS SHIPMENT WAS TERMINATED AT ORIGIN SIT - NO LINEHAUL CHARGES APPLY." The correction notice shall be mailed to the Transportation Service Provider to support payment of origin services under the original BL.

- Charges that apply for delivery out of origin SIT, after a reconsignment, shall be handled as a new shipment under one of the following listed methods:

-- If delivered out locally:

--- under existing local drayage contract rates on a purchase order,

--- under existing intrastate solicitation rates via a purchase order or new BL.

-- If delivered out of SIT to a destination that is within the same state, prepare a new BL under existing intrastate solicitation rates.

-- If delivered out of SIT to a new interstate destination, prepare a new BL under existing interstate solicitation rates.

i. On property consigned to SIT wherein an overflow of property requires a split shipment delivered to the warehouse on different dates, the charges for such property shall be as follows:

(1) Transportation charges from initial point of pickup to warehouse location shall be based on the combined weight of the property stored in transit. Computation of transportation charges shall be as provided in Appendix 4E of Chapter IV.

(2) Storage charges in effect on date of initial pickup shall be assessed separately on each portion of shipment stored in transit, except minimum weight shall apply to the combined weight of property stored in transit. Storage shall be computed separately on each portion added, subject to provisions of this item.

(3) Warehouse handling charge shall apply only once, based on the combined weight of the property stored in transit.

(4) All subsequent charges shall be based on the combined weight of the property stored in transit.

(5) Each portion of the split shipment shall be reweighed prior to placement into SIT. Only one reweigh charge shall apply.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

ITEM 316. **PICKUP OR DELIVERY AT COMMERCIAL WAREHOUSE**

Except as otherwise provided, if shipment is picked up at or delivered to a commercial warehouse, the rates for transportation include only loading or unloading at the door, platform, or other point convenient or accessible to the vehicle. (For purposes of this item, a mini-storage or self-storage warehouse is defined as a commercial warehouse.)

ITEM 317. **RESERVED FOR FUTURE USE**

ITEM 318. **UNLOADING AND UNPACKING AT DESTINATION**

Unloading at destination shall include the one-time laying of rugs and the one-time placement of furniture and like items in the appropriate room of the dwelling or room designated by the member. All articles disassembled by the Transportation Service Provider or originating from nontemporary storage shall be reassembled. On a one-time basis, all barrels, boxes, cartons, and/or crates shall be unpacked and the contents shall be placed in a room designated by the member. This includes placement of articles in cabinets, cupboards, or on shelving in the kitchen when convenient and consistent with safety of the article(s) and proximity of the area desired by the member; however, it does not include arranging the articles in a manner desired by the member. The unpacking service and removal of debris shall be performed to the satisfaction of the member.

ITEM 319. **SPECIFIC VEHICLE SERVICE**

a. When the PPSO orders a specific vehicle service, i.e., expedited service, exclusive use of vehicle, or space reservation for a portion of vehicle, the BL shall be annotated in the manner indicated below for such specific vehicle service. Transportation charges shall be computed as indicated below and billed using ANSI code [LHS] for such specific vehicle service.

(1) **EXPEDITED SERVICE.** Expedited service as used herein applies to tendering shipments weighing less than 5,000 pounds on or before a specified date. Delivery on normal established required delivery dates as required by the Tender of Service are not subject to this special service.

(a) The BL must be marked:

EXPEDITED SERVICE ORDERED BY THE PPSO.
DELIVERY REQUIRED ON OR BEFORE _____.

(b) Transportation charges shall be computed on the basis of 5,000 pounds.

NOTE: Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this item shall not apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of this rate solicitation.

(2) **EXCLUSIVE USE OF A VEHICLE.** Subject to the availability of equipment, the PPSO may order exclusive use of a vehicle of specific cubic capacity, for transportation of a shipment.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

(a) The BL must be marked:

EXCLUSIVE USE OF A _____ CU FT VEHICLE
ORDERED BY THE PPSO.

(b) Transportation charges shall be based on actual weight subject to minimum charges as follows:

1 If the capacity of vehicle ordered is 1,400 cu ft or less, the minimum charge shall be based on 9,800 pounds.

2 If the capacity of vehicle ordered is in excess of 1,400 cu ft, the minimum charge shall be based on 7 pounds per cu ft of total vehicle space ordered.

NOTE: If at the time for loading such shipment, the Transportation Service Provider does not have a vehicle of capacity ordered, the Transportation Service Provider may substitute a vehicle(s) of equal capacity or greater. Transportation charges shall be the same as had the Transportation Service Provider furnished the vehicle ordered.

(3) ***SPACE RESERVATION FOR A PORTION OF VEHICLE.*** Subject to availability of equipment, the PPSO may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space.

(a) The BL must be marked:

SPACE RESERVATION OF _____ CU FT ORDERED.

(b) Transportation charges shall be based on the actual weight of the shipment subject to minimum weights as follows:

300 cu ft or less 2,100 pounds
More than 300 cu ft 700 pounds per each 100 cu ft or fraction thereof

ITEM 320. **BOATS, CANOES, SKIFFS, LIGHT ROWBOATS, KAYAKS, OR SAILBOATS**

Boats, canoes, skiffs, light rowboats, kayaks, or sailboats 14 feet **and under** in length, **without trailers**, and dinghies or sculls of any size, without trailers, shall move as normal household goods.

Civilians: In accordance with the Joint Travel Regulations (JTR), Chapter 5, Part D, HHG include boats (and their associated trailer) that can fit into a moving van (e.g., canoe, skiff, dinghy, scull, kayak, rowboat, sailboat, outboard/inboard motor boat).

NOTE 1: In determining lengths for the purpose of this item, all fractions of a foot shall be disregarded.

NOTE 2: The length of boats, canoes, skiffs, light rowboats, kayaks, or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by Transportation Service Provider.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

ITEM 321.

CUSTOMER SATISFACTION SURVEYS

SDDC will survey members at the completion of each of their moves. These Customer Satisfaction Surveys will determine members' satisfaction with Transportation Service Provider services at origin, destination, and their overall satisfaction with the Transportation Service Providers performance. SDDC will use the results of these surveys to determine a Performance Score for each Transportation Service Provider. Each Transportation Service Provider's Performance Score will be part of Families First, the future personal property program's traffic distribution methodology. **Transportation Service Providers are reminded that customer survey results will not be used prior to the implementation of Families First, and TQAP requirements will remain in effect. Shipments are currently projected to begin movement under Families First in October 2005.**

ITEM 322.

**COLLECTION OF CHARGES ON HOUSEHOLD GOODS
SHIPMENTS INVOLVING LOSS OR DESTRUCTION IN TRANSIT**

a. Transportation Service Provider shall not collect, or require a shipper to pay, any published charges (including any charges for accessorial services) when that shipment is totally lost or destroyed in transit. The provisions of this item shall apply only to the transportation of household goods. Notwithstanding any other provisions of this item, a Transportation Service Provider shall collect, and the shipper shall be required to pay, any specified valuation charge that may be due. This item shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.

b. In the event that any portion, but less than all, of a shipment of household goods is lost or destroyed in transit, a motor common Transportation Service Provider of household goods in interstate or foreign commerce shall, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment as provided in 49 CFR, Part 375, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. To calculate the charges applicable to the shipment as delivered, the Transportation Service Provider shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The provisions of this paragraph shall apply only to the transportation of household goods as defined in 49 CFR 375.1(b)(1). Notwithstanding any other provisions of this paragraph, a Transportation Service Provider shall collect, and the shipper shall be required to pay, that proportion of any charges for accessorial or terminal services rendered which corresponds to the proportion of shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provisions of this paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. Transportation Service Providers shall determine, at their own expense, the proportion of the shipment not lost or destroyed in transit.

c. In the event that a shipment of household goods is transported on more than one vehicle, the Transportation Service Provider transporting such a shipment shall collect the published charges due for that shipment, subject to the provisions of paragraph b above, but such Transportation Service Provider may collect those charges only after all parts of the shipment have been tendered for delivery, or may collect only that percentage of its published charges corresponding to that portion of the shipment which is tendered for delivery.

d. The rights provided by this item are in addition to, and not in lieu of, any other rights which the shipper of household goods may have with respect to a shipment of household goods which is lost or destroyed, or partially lost or destroyed, in transit, whether or not that shipper has exercised the rights provided above.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

e. When reweigh of any shipment is made pursuant to this item, the charges for the reweigh will not apply, and the cost of such reweigh shall be borne by the Transportation Service Provider.

ITEM 323.

STATEMENT OF ACCESSORIAL SERVICES PERFORMED

A DD Form 619, Itemizing Accessorial Services Performed, shall be prepared by the Transportation Service Provider's representative and signed by the member or agent when such services are required and separately charged. Each household appliance serviced shall be identified to show the make, model, or the name of the manufacturer. All entries for appliances serviced by a third party shall be supported by an invoice stating the type of service performed.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

BILLING PROCEDURES/INSTRUCTIONS

For services rendered, the Transportation Service Provider agrees to bill the appropriate military service finance office responsible for payment of the transportation charges in accordance with procedures disseminated by the military services (including Coast Guard) and SDDC. Valuation charges shall be identified separately from all other charges on billing documents. The following documents, if applicable, must accompany the Transportation Service Provider's payment request, unless otherwise specified.

	<u>Army & Air Force</u>	<u>Navy, Marine Corps, & Coast Guard</u>
(1) Original "Public Voucher for Transportation Charges" (SF 1113)	X	X
(2) Original BL. Accomplished or supported by certification of liability as specified in Item 7 below	X	X
(3) Copy of original SF 1113 for supplemental billings	X	X
(4) Waiver for agent to bill for destination services	X	X
(5) Original of scale weight ticket(s) prepared by weightmaster(s)	AR	X
(6) Original DD Form 619, Statement of Accessorial Services Performed, when charges are assessed for accessorial services, excluding SIT	AR	X
(7) Certification of liability during SIT period until delivery to consignee when billing separately for charges from point of origin to point of storage	AR	X
(8) Copy of commercial ocean/air freight bill for shipments between points in CONUS and points outside of CONUS	AR	X
(9) "Justification Certificate for Use of a Foreign Flag Vessel or Aircraft" when American flag service is unavailable or necessity of the traveler's mission requires use of foreign flag	AR	X
(10) Original Diversion Certificate; signed by the requesting PPSO, authenticating the diversion or reassignment	AR	X
(11) US-Canada Transit Manifest Customs Form (Alaska land shipments only)	AR	X
(12) "Certification of Ocean Freight Charges"	AR	X
(13) A copy of the "one-time-only" rate tender	AR	X

Legend: "X" - Required; "AR" - As Requested

NOTES:

(1) The Transportation Service Provider may, at its option, prepare a certificate bearing a statement designating the warehouse agent of the linehaul Transportation Service Provider for SIT and delivery-out charges (and other applicable related charges) authorized by the GBL to which the certificate pertains. (GAO Policy and Procedures Manual for Guidance of Federal Agencies, paragraph 3075.20).

(2) Applies only to shipments within CONUS and between CONUS and points outside CONUS. All DD Forms 619 submitted with SFs 1113 for payment will be fully completed with applicable entries except for the "Unit Price" and "Charge" columns. Completion of these two columns is optional with the Transportation Service Provider or its agent. If the Transportation Service Provider or agent completes these columns on the DD Form 619 submitted with the billings, the total of accessorial charges may be shown on the SF 1113 in lieu of itemization of individual unit prices or charges. When supplemental bill for SIT is presented by the linehaul Transportation Service Provider or agent, in addition to other

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

documents, a legible memorandum copy of the GBL and a copy of the original linehaul voucher (SF 1113) will be included.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

ELECTRONIC FUNDS TRANSFER PAYMENT**(MANDATORY)**

1. **Method of Payment.** Payments by the Government under this solicitation, including invoices and bill of lading (BL) payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. The term "EFT" refers to the funds transfer and may also include the information transfer.

2. **Mandatory Submission of Transportation Service Provider's EFT Information.**

a. The Transportation Service Provider is required, as a condition to any payment under this solicitation, to provide the Government with the information required to make payment by EFT as described in paragraph 4 unless the payment office determines that submission of the information is not required. The Transportation Service Provider shall provide EFT information as described in paragraph 4 below.

b. If the Transportation Service Provider provides EFT information applicable to multiple invoices/BL payment requests, the Transportation Service Provider shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

3. **Transportation Service Provider's EFT Information.** Prior to submission of the first request for payment (whether for invoice or BL payment) under this solicitation, the Transportation Service Provider shall provide the information required to make payment by EFT directly to the appropriate Government payment office. If more than one payment office is named, the Transportation Service Provider shall provide a separate notice to each office. In the event that the EFT information changes, the Transportation Service Provider shall be responsible for providing the change to the designated payment office(s).

4. **Required EFT Information.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Transportation Service Provider shall provide the following information for both methods in a form acceptable to the designated payment office. The Transportation Service Provider may supply this data for this or multiple invoices/BL payment requests (see paragraph 2).

a. BL, invoice, or appropriate assigned number.

b. The Transportation Service Provider's name, standard carrier alpha code (SCAC), and remittance address, as stated in the BL, and account number at the Transportation Service Provider's financial agent.

c. The signature (manual or electronic, as appropriate), title, and telephone number of the Transportation Service Provider official authorized to provide this information.

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

d. For ACH payments only:

(1) Name, address, and 9-digit Routing Transit Number of the Transportation Service Provider's financial agent.

(2) Transportation Service Provider's account number and the type of account (checking, saving, or lock box).

e. For Federal Reserve Wire Transfer System payments only:

(1) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number of the Transportation Service Provider's financial agent.

(2) If the Transportation Service Provider's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Transportation Service Provider shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

5. Suspension of Payment.

a. The Government is not required to make any payment under this solicitation until after receipt, by the designated payment office, of the correct EFT payment information from the Transportation Service Provider or a certificate submitted in accordance with paragraph 2. Until receipt of the correct information, any invoice or BL payment request shall be deemed not to be a valid invoice or BL payment request as defined in paragraph 8.

b. If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Transportation Service Provider may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under paragraph 8, the Transportation Service Provider's request for suspension shall extend the due date for payment by the number of days of the suspension.

6. Transportation Service Provider EFT Arrangements. The Transportation Service Provider shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph 4. The Transportation Service Provider shall pay all fees and charges for receipt and processing of transfers.

7. Liability for Uncompleted or Erroneous Transfers.

a. If an uncompleted or erroneous transfer occurs because the Government failed to use the Transportation Service Provider-provided EFT information in the correct manner, the Government remains responsible for making a correct payment, paying any prompt payment penalty due, and recovering any erroneously directed funds.

b. If an uncompleted or erroneous transfer occurs because Transportation Service Provider-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System and ---

DOMESTIC PERSONAL PROPERTY RATE SOLICITATION D-9

(1) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Transportation Service Provider is responsible for recovery of any erroneously directed funds; or

(2) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph 5.

8. EFT and Prompt Payment.

a. A payment shall be deemed to have been made in a timely manner if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

b. When payment cannot be made by EFT because of incorrect EFT information provided by the Transportation Service Provider, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Transportation Service Provider within 7 days after the Government is notified of the defective EFT information.

9. **EFT and Assignment of Claims.** If the Transportation Service Provider assigns the proceeds, the assignee shall provide the assignee EFT information required by paragraph 4. In all respects, the requirements shall apply to the assignee as if it were the Transportation Service Provider. EFT information which shows the ultimate recipient of the transfer to be other than the Transportation Service Provider, in the absence of a proper assignment of claims acceptable to the Government, is incorrect information within the meaning of paragraph 5.

10. **Payment Office Discretion.** If the Transportation Service Provider does not wish to receive payment by EFT methods for one or more payments, the Transportation Service Provider may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

11. **Change of EFT Information by Financial Agent.** The Transportation Service Provider agrees that the Transportation Service Provider's financial agent may notify the Government of a change to the routing transit number, Transportation Service Provider account number, or account type. The Government shall use the changed data in accordance with paragraph 5.b. The Transportation Service Provider agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Transportation Service Provider. The Transportation Service Provider agrees that the agent's notice of changed EFT data is deemed to be a request by the Transportation Service Provider in accordance with paragraph 5.b. that no further payments be made until the changed EFT information is implemented by the payment office.