



Non-Temporary Storage (NTS) Tender of Service (TOS)

DRAFT

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Part I - TECHNICAL PROVISIONS

A. SCOPE

1. The purpose of this Tender of Service (TOS) is to establish the terms and conditions under which the Non-temporary (NTS) Transportation Service Provider (TSP) will provide for storage of personal property and related services. This TOS does not obligate the Government to issue any orders for any services.
2. The NTS TSP shall furnish all necessary supervised labor, materials, drayage, vehicle equipment and warehouse space for the storage of personal property and the performance of related services as specified in Attachment 1, DD Form 1164, Service Order for Personal Property, issued by the PPSO at the using activities.
3. The rights and obligations of the parties to the TOS shall be subject to and governed by the provisions of the TOS and the order(s) issued hereunder.
4. The Regional Program Manager (RPM) will review the TOS and supporting documents annually.
5. The following terms used throughout this TOS have the meaning as set forth below:
 - a. Personal Property Shipping Office (PPSO): an office designated by appropriate authority to perform personal property traffic management functions for an area of responsibility and authorized to issue service orders for service under this TOS.
 - b. Using activity: an installation, base or command of a military department or a Government agency which has been properly authorized to issue service orders under this TOS.
 - c. Personal property or "household goods": furniture, appliances, clothing, baggage, all other personal effects of a similar character, professional books, paper, and equipment, and other items authorized by entitlement.
 - d. Lot: personal property placed in storage at Government expense and covered by one service order.
 - e. Storage period: the period of time the NTS TSP has possession of the property pursuant to Government orders.
 - f. Owner or customer: the individual in whose name the property is stored under this TOS.
 - g. Program: the Department of Defense Personal Property Program (DP3).
Regional Program Manager (RPM): an individual in the Regional Storage Management Office (RSMO) authorized to enter into and administer TOS for non-temporary storage of personal property and issue related determinations and findings.
 - h. Non-Temporary Storage Transportation Service Provider (NTS TSP): any party, person, agent or carrier that provides personal property warehousing and related services.

B. GENERAL REQUIREMENTS

1. PRE-MOVE SURVEY.

- a. I agree to perform a pre-move survey on non-temporary storage lots estimated at 4,700 pounds or more, at origin points within a fifty (50) mile radius of the warehouse facility designated for storage. I understand this requirement will apply to only those lots on which I am provided a minimum of five (5) working days advance notice of the pickup date requirement.
 - b. I agree that if a telephone number is provided five (5) days in advance of pickup, I will make a telephone contact pre-move survey for non-temporary storage lots of lesser weights than indicated above, or for lots with origin points exceeding fifty (50) miles of the warehouse facility designated for storage.
 - c. I agree to inform the customer that the use of trigger locks will assist as a safety and security measure whenever a pre-move survey is conducted and firearm(s) are to be stored. The use of locks is not mandatory.
2. **VEHICLE SPECIFICATIONS.** I agree to use closed furniture vans when draying personal property under this TOS. The interiors thereof shall be clean, dry, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed, and shall be provided with a sufficient quantity of clean pads, covers, and other protective equipment to ensure safe delivery of the personal property. The tailgate of vans shall not be used for hauling of personal property unless specifically authorized in advance by the PPSO. When tailgate loading is authorized, the load shall not extend beyond the surface of the tailgate or above the top exterior surface of the vehicle and must be adequately protected against damage. Pallet-van packing may be used in lieu of closed vans provided protection is afforded against inclement weather and pilferage. Containers moving by flat-bed equipment in local pickup or delivery service will be covered with a waterproof tarpaulin or other material providing equal protection, when local weather conditions dictate. This waterproof tarpaulin will cover the cargo on the top and sides down to the vehicle bed and all surfaces of the overhang. In any event, such protective covering will be available in local pickup or delivery services. Equipment shall be in safe mechanical condition.
3. **CONTAINERS AND MATERIALS.** I agree to use containers that are new or sound condition, adequate for the use employed, and must be dry, clean, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed. If material is not new, all marks pertaining to any previous usage shall be completely obliterated prior to reuse. New material must be used for packing mattresses, box springs, linens, bedding and clothing. Egg crates, orange crates, plastic containers (Rubbermaid or similar) and similar types of containers shall not be used.
- a. **BOXES** Wood or fiberboard boxes used as specified hereinafter shall be as follows: wood-cleated fiberwood, wood-cleated plywood, nailed wood, wood-cleated veneer, paper overlaid, wire bound corrugated fiber, or solid fiber boxes. Boxes may be made of lumber, plywood or solid fiber and shall be well- manufactured and free from imperfections that shall affect their utility. Size and spacing of nails shall be in accordance with the best commercial practice. All unclenched nails shall be either cement coated or chemically etched.
 - b. **CARTONS.** Cartons of solid or corrugated fiberboard may be used for packing linens, books, bedding, mattresses, lampshades, draperies, or similar articles. All cartons shall be adequate for the use employed. After packing, cartons must be closed and either glued,

stapled (provided specialized stapling machines are used), or sealed by taping lengthwise at the joint on top and bottom. The sidewalls and ends of corrugated or solid fiber cartons shall have a minimum average bursting strength of 200 pounds per square inch. Cartons should be stacked in an upright position so as to minimize crushing. With the exception of mattress cartons, the inside dimensions of the carton--length, width, and depth totaled--shall not exceed 75 inches with a maximum weight limitation of 65 pounds. When determined by the PPSO as necessary to assure protection, safe movement, and storage of articles, boxes, as indicated in (1) above, may be used in lieu of cartons. Cartons lacking a manufacturer's certification are not authorized for use.

- c. **FIBER DRUMS, DISH PACKS, AND CARTONS.** Fiber drums, dish packs, or cartons with a capacity of not less than 5 cubic feet are to be used for packing glassware, chinaware, bric-a-brac, table lamp bases, and other fragile articles. When packing of fragile items has been completed and space is left in a dish pack, such space may be used for packing other light items. Corrugated containers may be used in lieu of drum-type containers. The sidewalls and ends of the containers will be of a minimum bursting strength of 350 pounds per square inch. Not more than 120 pounds of material will be packed therein. The sum of the interior horizontal and vertical girths will be not less than 157 inches for fiber drums, or other drum- type containers. The cube of corrugated containers will be determined by actual measurements. All fiber drums, or dish packs will be securely sealed and marked "THIS END UP".
 - d. **FILLER AND PADDING.** Good quality cellulose wadding, fiberboard, corrugated fiberboard, Styrofoam, or draft-type paper shall be used as filler or for padding for general packing. Material shall be clean, dry, and free from vermin, or any substance injurious to the articles being packed.
 - e. **WRAPPING PAPER.** All wrapping paper used shall be new or clean, Kraft-type of not less than 30 pound weight except as otherwise provided herein. Unicellular polypropylene foam may be used providing it is new, clean and appropriate for the purposes intended. Each item of silverware, silver ornamentation, or brass/copper shall be completely wrapped in non-tarnish tissue paper.
 - f. **PAPER - WAXED OR TREATED.** All waxed paper used shall be new or clean manila wax or equivalent of not less than 30 pound weight. Treated paper shall be of "butcher" paper type, free from creases and folds.
 - g. **UNICELLULAR POLYPROPYLENE FOAM.** All unicellular polypropylene foam wrapping material will be new, clean and will conform to Federal Specification PPP-C-1797.
4. **PACKING AND PREPARATION FOR DRAYAGE AND/OR STORAGE.** I agree to perform all packing and crating services in accordance with the following:
- a. All packing shall be performed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement and storage without damage to containers or contents and at a minimum of weight. Further, the number and weight of containers shall not be greater than necessary to accomplish efficient movement or storage. All containers must be properly sealed or secured.

- b. All finished surfaces whether wood, metal, or other material likely to be damaged shall be so protected as to prevent scratching and marring.
 - c. The use of damp, wet, or unclean materials is prohibited.
 - d. Care shall be exercised to prevent loss or damage of personal property in process of packing, and the NTS TSP shall properly and amply protect property by utilizing proper protective measures and by stowing effects in a manner not likely to cause damage.
 - e. For movement or storage, all fiber drums or dish packs shall be properly and clearly marked to indicate "TOP", "THIS END UP", or similar markings, and shall be so handled and placed.
 - f. In the absence of any general or specific requirements or contract provisions, the services shall be performed in accordance with the best commercial practices.
5. **PICKUP AND DRAYAGE.** I agree to pick up personal property at locations designated in the service order and dray them to the warehouse subject to requirements hereinafter specified. Pickup and drayage shall be completed on the date specified on the DD Form 1164 unless the PPSO gives advance approval to a change in date(s). Pickup or delivery shall be completed at the customer's residence or warehouse between 0800 and 1700 hours unless prior approval is received from the customer or warehouseman. I shall complete wrapping/processing of items for storage, which is in addition to that required for drayage to the warehouse, and preservation of items for and during the storage period, no later than the close of business the third (3rd) work day following the date of pickup of the property. When the prearranged time of pickup cannot be met, it is my obligation to notify the customer and PPSO immediately. Clothing, mattresses, and fragile items, such as dishes, glassware, and lamps, shall be packed before being drayed. Items that do not require packing or crating may be moved in a loose condition and prepared for storage at the warehouse.
6. **DISPOSITION OF CONTAINERS AND PACKING MATERIALS.** All containers, cartons, and filler material required for packing and protection incident to movement shall remain with each lot until unpacking is performed at destination residence, whether or not I perform the unpacking services.
7. **PERSONNEL.** My personnel will be qualified to perform the assigned duties in the handling of personal property. They will be clean, neat and courteous. They will also be required to wear shirts in good repair with company logos. If at any time, they appear to be under the influence of drugs or alcohol, use abusive language, are disrespectful to military and/or government personnel either verbally or in writing, or otherwise improperly perform according to provisions herein, qualified personnel, when requested by the personal property shipping office, will replace them. Actions listed in the previous sentence may constitute grounds for immediate suspension of orders placed under this TOS.
8. **IMPRACTICAL OPERATION.** Nothing in this Tender will require the TSP to perform drayage or delivery service or any other service from or to or at any point or location where, through no fault or neglect of the NTS TSP, the furnishing of such services is impracticable because:
 - a. The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;

- b. Loading or unloading facilities are inadequate;
- c. Any force majeure, way insurrections riot, civil disturbance, strike, picketing, or other labor disturbance would
 - 1. Subject operations to unreasonable risk of loss or damage to life or property to
 - 2. Unreasonably jeopardize the ability of the TSP to render drayage or any other service from or to or at other points or locations;
- d. Contractors or employees of the NTS TSP are precluded, for reasons beyond the NTS TSPs control, from entering premises where pickup or delivery is to be made;
- e. Local, state or Federal restrictions, regulations, or laws prohibit performance of such services. When service is impracticable for reasons stated in this rule, and service can be completed through the employment of a third party, the PPSO may order such service.

9. IMPRACTICAL PICKUP OR DELIVERY AND AUXILLARY SERVICES

- a. It is the responsibility of the shipper to make shipment accessible to the TSP or accept delivery from the TSP at a point the road vehicle may be safely operated.
- b. When it is physically impossible for the TSP to perform pickup of a shipment at the origin address or to complete delivery of a shipment at the destination address with normally assigned road equipment the TSP will notify the PPSO. These conditions can be but are not exclusively due to; the structure of the buildings; its inaccessibility by highway; inadequate or unsafe public or private road; overhead obstructions ; narrow gates; sharp turns; trees or shrubbery; the deterioration of roadway due to rain, flood, snow; or nature of an article or articles included in the shipment. The TSP will hold itself available at the point of pickup or tender delivery at the nearest point of approach to the desired location where the road equipment can be made safely accessible.
- c. Upon request and approval from the PPSO in DPS, the TSP will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose of transferring the shipment between the origin or destination address and the nearest point of approach by the TSPs road equipment. Charges for the auxiliary service to cover labor and additional vehicle (if used)
- d. If the owner does not accept the shipment or any part thereof at the nearest point of safe approach by TSPs road equipment to the destination address, the TSP may place the shipment, or any part thereof that was not delivered, into storage. The responsible PPSO must be informed of such action prior to placement in warehouse.
- e. Charges to cover the drayage of shipment, or part thereof, from point where it was originally tendered to warehouse location will be computed on basis of weight of shipment or that part of shipment stored in warehouse to include delivery out.

C. SPECIAL REQUIREMENTS

- 1. **BOOKS.** Books shall be placed in cartons or boxes. All books of similar size shall be packed vertically together in rows. Pads of solid or corrugated fiberboard shall be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill out the

carton or box and to prevent chafing. Books normally shall be packed not more than two rows high in a container.

2. **CHINAWARE, GLASSWARE, CROCKERY, LAMPS, CLOCKS, JARDINIERES, STATUARY, VASES, AND BRIC-A-BRAC.** Use of a clean packing material or other modern method (cell wrap, cell pack, or cells and dividers) of packing is required for the packing of glassware, china-ware, bric-a-brac, table lamp bases, and other similar fragile items. Wrapping and materials used shall be in accordance with the best commercial practices for the items being packed. Items shall be wrapped separately, except groups of flat items may be wrapped in bundles if properly divided and cushioned. The heaviest items shall be placed in the bottom of the containers. Fiber drums, dish packs, and other containers shall be packed as compactly as possible. Padding shall be pressed gently but firmly around each item and as many pieces shall be put in a container as safely possible. Any surface or edge of an article that is fragile must be protected with cushioning. Stemware shall be packed in containers bottom side up, and bundles of plates and dishes shall be placed in containers on edge.
3. **ELECTRICAL OR ELECTRONIC EQUIPMENT - AUDIO/VIDEO EQUIPMENT, MICROWAVES, FANS, HEATERS, PORTABLE STOVES, SUNLAMPS, VIBRATORS, AND SIMILAR MINOR APPLIANCES.** When necessary to protect electrical equipment for safe transportation or storage, such equipment shall be completely wrapped in kraft-type paper or unicellular polypropylene foam and packed in a carton with enough padding to provide insulation necessary to prevent contact between articles of one article with another and to eliminate movement of any one article in the container. When packing is not necessary, the items shall be properly wrapped or padded for protection.
4. **KITCHENWARE.** All kitchenware shall be packed and padded into containers. The heavier items shall be kept to the bottom of the container.
5. **LINENS, DRAPERIES, CLOTHING AND LIKE ITEMS.** Linens, towels, bedding, draperies, and other items of this type shall be packed into cartons which shall be completely sealed at residence. Clothing shall not be stored in closet bags. Flat wardrobe cartons shall be furnished for clothing unless the PPSO authorizes the use of upright wardrobes. When upright wardrobes are used, no articles other than clothing on hangers shall be packed therein. Hangers must be removed from clothing packed in flat wardrobes.
6. **MIRRORS, PICTURES, PAINTINGS, GLASS OR MARBLE TABLE TOPS, AND SIMILAR FRAGILE ITEMS.** These articles shall be wrapped, properly cushioned, and packed in a crate or container (glass or mirror pack, dish pack) specifically designed for that purpose. When it is determined that crating of other than the above listed items is required, I must obtain approval of the PPSO before performing such services. Not more than four articles shall be packed in any one crate or container. Specifications for packing mirrors are applicable to glass tops, glass faced pictures, and paintings. Such items shall be stored on edge. Marble table tops shall be packed separately. Small pictures, mirrors, and other items of this type shall be packed carefully into cartons, and cushioned to prevent shifting or damage.
7. **LAMP SHADES, ORNAMENTS, TOYS, ETC.** All lampshades, Christmas ornaments, small toys, and other items easily crushed shall be wrapped and placed in cartons and shall be insulated from carton walls and from other items. Lampshades shall be wrapped individually

with clean paper (not newspaper), or new unicellular polypropylene foam, placed in cartons, and cushioned to prevent shifting or damages.

8. **SILVERWARE.** Silverware shall be packed in cartons of proper size to fit articles being packed without loss of space. Each item shall be wrapped with non-tarnish tissue paper (without sulphur) and appropriate pads shall be used to insulate and secure pieces in place. Cream pitchers, sugar bowls, and similar items shall be wrapped and cushioned in corrugated fiber cartons prior to being packed. Any items containing salt shall be emptied.
9. **MATTRESSES.** All mattresses, except those in hide-a-beds and/or sofa beds (see paragraph j below), regardless of size or construction, including box springs, must be placed in cartons of appropriate sizes and completely sealed at residence per paragraph C-2c(2). All cartons used, including those improvised on site, shall be new and have a minimum bursting strength of 200 pounds per square inch. Foam rubber and cotton mattresses shall be stored horizontally and not under pressure from other items.
10. **UPHOLSTERED FURNITURE.** Upholstered furniture, to include wicker and wood frame with cushions, shall be placed right side up on all legs on racks in special rooms or areas or in suitable containers so that nothing touches or presses against the upholstery. Mattresses shall not be removed from hide-a-beds and/or sofa beds which close in such a manner as to offer adequate protection; otherwise, they shall be removed and stored in accordance with paragraph i above, and the inventory annotated accordingly. Removable cushions shall be stored with the master pieces.
11. **RUGS.** All rugs, rug pads and carpets shall be properly rolled (not folded) and protected at residence whenever necessary to provide safe transportation. All rugs, rug pads and carpets will be placed in individual dust-free cylinders, bags/covers of proper length or individually wrapped in 60 pound kraft-type wrapping paper and secured with tape or twine. All rugs and carpets will be stored in tubes in a horizontal position without folding or crushing any portion of the rug, carpet, or pad. If rack storage is used, rugs cannot be stacked more than two high and no items can be stacked on top of rugs.
12. **PHONOGRAPH RECORDS, TRANSCRIPTION TAPES, VIDEO CASSETTES, COMPUTER DISKETTES AND COMPACT DISKS.** These items shall be packed and stored in such a manner that the records, tapes, cassettes and disks are standing vertically and protected so as to prevent physical damage.
13. **FIREARMS.**
 - a. All firearms shall be protected from loss and damage during drayage and storage. They shall be identified on the inventory in accordance with paragraph C-5 and stored with the bulk of the lot unless a separate secured stored area has been previously approved by the RPM.
 - b. As a means of verifying that the firearm(s) were placed into storage in accordance with the TOS and DTR, a company official shall verify by sight that the firearm(s) were received at the warehouse and placed in storage. The official shall submit written certification to the local Personal Property Shipping Office listing the firearm(s) by make, model and serial number within 72 hours of shipment arriving at the warehouse indicating the firearm(s) were received at the warehouse and placed into storage, and maintain written certification of such in the customer's folder.

- c. Upon discovery of a missing firearm, the NTS TSP shall immediately notify the Regional Storage Management Office (RSMO) of the occurrence in accordance with C-7(d). **NTS TSPs may be placed in an ineligible status by the Regional Program Management Office for each incident.** If there are repeated occurrences of this nature, this may be cause for permanent disqualification from the NTS Program.

D. HANDLING AND OPERATING REQUIREMENTS

1. PREPARATION OF ARTICLES

- a. Articles having surfaces subject to damage by scratching, marring, or chafing shall be wrapped, at the time of loading, in furniture pads, covers, or other acceptable wrappers which are part of my regular equipment.
- b. All nuts, bolts, and screws removed from personal property in preparation for drayage or storage shall be placed in a suitable bag, properly labeled and securely attached to the article from which removed. Component parts of a master item, removed for any reason, shall be securely wrapped into package form, identified as to contents, numbered and cross-referenced on the inventory to the master item from which removed.
- c. All articles shall be removed from chests of drawers, bureaus, clothes hampers, etc., and packed in appropriate containers prior to drayage. However, for lots identified as pending overseas movement, light non-breakable items may be packed in dressers, bureaus, and similar items. Articles/items which are packed in dressers and chests must be light in nature, non-breakable and of a character not normally susceptible to pilferage. Further, the chest/dresser must be of a reasonably sturdy construction to accept the additional weight packed therein without undue stress being placed on the chest/dresser which may cause damage. When articles are determined to meet the above criteria and packing within a chest/dresser is acceptable, the packed articles must be wrapped/cushioned to prevent shifting and movement during transit. As minimum unprinted newsprint or other acceptable cushioning materials will be placed over the articles remaining in the chest/dresser and all void areas will be filled. Additionally, when articles remain in chests and dressers, the Household Goods Descriptive Inventory and/or warehouse receipt will be annotated to clearly and accurately describe the contents. The inventory will be further identified as NTS TSP packed.
- d. Nothing shall be packed in washers, dryers, refrigerators, freezers, stoves, or other major appliances except such items as electrical cords, connecting hoses and similar items which are required as an integral part of the appliance in its normal operation.
- e. **REMOVAL OR PLACEMENT OF PROPERTY FROM OR TO INACCESSIBLE LOCATIONS.** The owner is responsible for removal or placement of property from or to attics, basements, and other locations, and to make property available to the TSP where the location of property and goods to be shipped or delivered:
 - (1) Is not accessible by a permanent stairway (does not include ladders of any type).
 - (2) Is not adequately lighted,
 - (3) Does not have a flat continuous floor, and

2. **APPLIANCE SERVICING.** Servicing, as used herein, consists of the following phases:

- a. Preparing the appliance at origin residence, as opposed to normal wrapping and packing already provided for, so that they will safely withstand drayage, handling-in, and storage and reversing the preparation when property is drayed to destination residence. Servicing shall apply to major household appliances which have free-moving parts, mechanisms, attachments, or accessories, the movement of which, if not properly serviced, would either damage the appliance or render it inoperative. Such servicing shall be in accordance with recommendations of the equipment's manufacturer. Examples of such appliances are washing machines, dryers, ironers, refrigerators, sewing machines, stereo systems, and other similar major appliance items. Servicing includes securing all loose and moving parts of washing machines (to include front load washers), ironers, sewing machines, and similar items; securing the chassis of radio and hi-fi/stereo sets; and fastening motors. When property is drayed to residence servicing includes loosening chassis and similar functions necessary to place the appliance in an operating condition. Servicing does not include repairing the mechanical parts of the appliance at origin or when delivered to residence. Examples of disconnecting or reconnecting services not authorized are: removal or installation of television antennas; removal or installation of air conditioners; or plumbing, electrical or carpenter services, etc. When an appliance has been serviced at origin, such appliance shall be tagged, labeled, or clearly marked to indicate what must be done to replace the item in working condition at destination. In the event that servicing is not required, as per manufacturer's recommendation, a tag or label shall be affixed to indicate "no servicing required". Any and all servicing shall be my responsibility, whether such servicing is accomplished by me or by a servicing activity engaged by me. The NTS TSP shall also take necessary measures to protect the interior parts of refrigerators, deep freezers, and similar items to prevent damage by mold or mildew during the storage period.
3. GUMMED TAPE, LABELS, ADHESIVES. Gummed tape, labels, or other forms of adhesive applied to surfaces of personal property for identification or protection will damage property if left on the property for extended periods of time. In the placing of labels for identification purposes, care shall be taken to place the labels on the backs, inside or underneath portions in order to avoid damage. Adhesives applied to protect property from damages that may occur in handling and movement to storage shall be removed prior to placing the property in the storage location of the warehouse.
4. MARKING. Articles shall be properly identified at the time of pickup by affixing a numbered tag or tape to the article or packed carton/container. The customer's name and the contents of cartons and containers shall be indicated with a marker using general terms such as linens, dishes, kitchen-ware, mirrors, etc. Each article, carton, or container shall be assigned a number which must correspond with the piece number indicated on the inventory. Each lot shall be separately identified by being assigned a lot number; each article, carton, or container shall have the lot number affixed thereon. The type of identification used and the method of affixing it to the article shall be such as not to damage any article so identified. All containers having breakable or fragile articles shall have the words "Glass", "Fragile", or "Handle with Care", as applicable, lettered on two opposite sides. Containers with articles to be kept upright shall have the word "UP" stenciled, hand-lettered or printed on four sides and within 6 inches of the top.

5. **PROFESSIONAL BOOKS, PAPERS, AND EQUIPMENT.** Professional books, papers, and equipment shall be identified by the customer and packed separately from personal property. These items must be clearly identified, listed separately from other personal property on inventories and packing lists, and the containers must be weighed separately from the rest of the storage lots and the total weight of these items properly annotated on the appropriate documents. When actual weight of professional books, papers, and equipment cannot be obtained, the PPSO may authorize the use of a constructive weight of 40 pounds per cubic foot and the NTS TSP shall annotate the inventory to indicate constructive weight.
6. **EXPENSIVE AND VALUABLE ITEMS.** When items are declared by the customer to be expensive and valuable and the customer determines the services as provided for herein are not adequate, special handling shall be provided at the request of the customer and additional charges, if any, for such special handling shall be at the expense of the customer. If the customer requests insurance coverage, the NTS TSP shall inform the customer how such coverage may be obtained.
7. **CUSTOMER-PACKED GOODS.** The NTS TSP shall inspect all customers packed property to ascertain the contents, condition of the contents and that only articles authorized to be stored under this TOS are contained therein. Furthermore, when it is determined by the NTS TSP that property requires repacking, such repacking shall be performed by the NTS TSP. Once inspected or repacked, the cartons then become NTS TSP packed and will be so noted on the descriptive inventory. If the customer refuses to permit inspection or repacking, the NTS TSP shall request instructions from the PPSO, prior to continuing the pickup of the item(s) in question. A record of the instructions received will be placed in the customer's file.
8. **ORIGINAL MANUFACTURERS' CARTONS.** Any original manufacturers' carton will be inspected for proper packaging and to ensure it meets minimum carton specifications. If necessary the contents will be repacked or the carton placed into an appropriate container that meets all required carton specifications, to include size and bursting strength.
9. **DETERMINATION OF WEIGHTS.** (Gross weight, tare weight, net weight, and constructive weight)
 - a. The gross, tare, and net weight of each shipment will be provided by the NTS TSP, on a weight ticket obtained from a U.S. Government scale (if available), or state certified public truck scale or platform scale. All public scales must be maintained in accordance with the regulations of the state, commonwealth or district having jurisdiction over the scales. All personnel designated to operate the scales shall be licensed, or otherwise qualified as weighmasters, as required by the applicable regulatory body.
 - b. Each weight ticket shall reflect the customer's name, rank, service order number of the shipment, location/address of scales, and signature of the qualified weighmaster. No other alterations shall be made. The original of the weight ticket will be furnished to the PPSO in accordance with paragraph C-7c, and the NTS TSP, attached to the warehouse receipt or service order, will retain a true copy.
 - c. The tare weight shall be obtained prior to the loading of any shipments, by weighing the vehicle with all pads, dollies, hand trucks, ramps, and any other equipment necessary to perform the contract. No persons shall be on (or in) the vehicle at the time of weighing.

The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative; no fuel may be added between the two weightings' when tare weighing is the first weighing performed. The gross weight shall be obtained, on a separate ticket, by the same procedures, after the vehicle has been loaded. The same weight ticket may be used only if both weights are obtained at the same scale. The net weight of the lot shall be obtained by deducting the tare weight from the gross weight.

- d. In the case of multiple shipments or partial loads on the same vehicle, the vehicle will be weighed under the same procedures for the initial tare weight. As each shipment is loaded, a gross weight ticket will be obtained. The gross weight for the previous shipment will subsequently become the tare weight for the next shipment.
 - e. If no certified scale (U.S. Government or State) is available at origin or any point en-route, or at destination, a constructive weight of 7 pounds per cubic foot, of properly loaded van space, may be used, upon preapproval by the PPSO in DPS.
 - f. An NTS TSP may substitute a certified platform scale for obtaining the net weight of a shipment. In the event the lot is containerized, a separate weight ticket for each container is required. The NTS TSP will annotate the following on the weight ticket: "Platform Scale Used".
 - g. Additionally, the PPSO or representative shall be permitted to accompany in their own conveyance, observe, and inspect, any weighing procedures, at no additional expense to the Government.
 - h. When a lot has been removed from storage and weighed two or more times prior to delivery to a residence and each subsequent weight obtained is found to be at least 200 pounds less than the weight originally obtained by the NTS TSP, payment for services performed shall be based on the lowest weight. In the event the NTS TSP has been paid on a higher weight, the NTS TSP shall make reimbursement to the U.S. Government. When an inventory item is missing at destination, the NTS TSP will not be responsible for the weight variance if the item was tendered from NTS to the TSP for Carriage. Should the reweigh exceed the storage weight, payments to the NTS TSP shall be based on the lowest weight. When a local delivery is requested, only one weight is necessary.
10. **PACKING AND LOADING AT ORIGIN.** Packing and loading shall include removing from the customer's premises all empty containers, packing materials, and other debris accumulated incident to packing and loading. The NTS TSP shall pickup the property at origin as indicated on the DD Form 1164 which includes: packing, loading at customer's residence; disassembly of items for storage. Disassembly of items does not include removing any outdoor article embedded in the ground or secured to a building, or any outdoor articles, such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature. Upon request of the PPSO, third party service may be used to in the disassembling of unusual articles such as German shranks, water beds, pool tables, elongated work tables, counters, etc. Use of third party services must be preapproved by the PPSO in DPS.
11. **DELIVERY AND UNLOADING.** The NTS TSP shall deliver the property to the destination indicated on the DD Form 1164 which includes: unloading at customer's residence; reassembly of items disassembled for storage; servicing of appliances; recording overage,

shortage or damage, as appropriate; and one time placing of items in designated rooms in accordance with the property owner. When articles are disassembled by the customer at time of pickup, the customer will be required to furnish the hardware, nuts, bolts, etc. at the time of reassembly. When articles are disassembled by the TSP at pickup, the TSP will be required to furnish the hardware, nuts, bolts, etc., at the time of reassembly.

12. **EXTRA PICKUP OR DELIVERY.** If authorized, portions of a shipment may be drayed at one or more places of origin, destination or en route.
13. **UNPACKING AT DESTINATION.** The NTS TSP shall perform unpacking services as indicated on the DD Form 1164, and services shall be completed at the customer's residence between the hours of 0800 and 1700 unless prior approval is received from the customer. On a one-time basis, all boxes, cartons, and/or crates will be unpacked and the contents will be placed in a room designated by the property owner, e.g., kitchenware in the kitchen, unpacked and placed on kitchen counters, tables, or other flat surfaces. The unpacking will be performed at the time the property is delivered to residence unless specifically waived in writing by the customer at the time of delivery. The waiver will be held in the NTS TSP's file for further reference. When unpacking services are ordered, they shall consist of the following:

- a. Unpacking all containers and placement of the contents in such a manner as to be readily available for use by the customer.
- b. Removing from the customer's premises all empty containers, packing materials, and other debris accumulated incident to unpacking unless otherwise specifically requested in writing by the customer.

Customer is authorized to retain all cartons and containers and may elect to surrender all or a portion of cartons and containers to the TSP at delivery. Debris removal of such cartons and containers for up to 30 days after delivery must be approved by the PPSO.

- (1) Debris removal charges apply when the PPSO requests the TSP perform debris removal of unpacked cartons subsequent to the date of delivery and the service is performed.
- (2) Debris removal service is utilized by exception only as provided by Services' guidance, e.g. Blue bark, etc. and only upon specific request and approval by the PPSO via DPS.
- (3) Debris removal is performed in conjunction with unpacking service and a debris removal charge will NOT APPLY for the cartons unpacked by the TSP at time of delivery.

14. **SPECIAL SERVICING.** Articles of an unusual nature may require special servicing for safe transportation and storage. The approval for servicing these articles will be negotiated between the PPSO and the NTS TSP prior to performance. When it is determined by the PPSO that these articles require special handling which the NTS TSP is unable to perform, the PPSO may authorize the NTS TSP to utilize a professional third party and/or an hourly rate may be used as a basis for the performance of such services. Authorization and payment

for the required services will be shown on DD Form 1164 as required by Part IV, B.1., Extras. The agreed upon services and cost of these services will be noted on DD Form 1164. The NTS TSP's invoice will include the third party's paid billing as the substantiation of costs.

E. INVENTORY

1. In conjunction with the customer, the NTS TSP, at the time of pickup, shall prepare an accurate, legible inventory (an original and three (3) copies) listing of all items received, including contents of cartons in general terms such as dishes, linens, etc., bearing the signature of the customer and the NTS TSP, both certifying to the correctness of the inventory. The listing of articles shall be specific to include make, model, color, and serial number when these are visible on the outside of the item. If serial number is not available, annotate inventory with "No Serial Number". Such words as "household goods/personal property" or other general descriptive terms shall not be used. The "Exception Symbols," and "Location Symbols," as shown on the Household Goods Descriptive Inventory must be used to describe the conditions, such as marred, scratched, soiled, worn, torn, gouged, and the like. If the condition of any article contained in the shipment is such that the use of one or more exception codes is unnecessary, the omission of these symbols will indicate good condition except for normal wear. Ditto marks and other types of lines, arrows, etc. shall not be used.
2. Ensure the term "M-PRO," is used to identify a military member's PBP&E and the term "S-PRO," is used to identify a military spouse's PBP&E on the inventory. All PBP&E will be identified as such on the inventory, together with the cube and weight of the container; a line entry for each container (e.g., carton M-PRO/S-PRO, 6 cubic ft., 150 lbs.). All PBP&E items identified by the member, member's spouse or employee will be separated from other items of the shipment. PBP&E must be segregated between the military member's PBP&E and spouse PBP&E, placed in separate boxes or cartons, marked, weighed and inventoried separately. When it is possible or impractical to weigh the PBP&E, a constructive weight, based on 40 pounds per cubic foot, will be used.
3. The listing of upholstered furniture and rugs shall be specific as to color, description (striped, floral, etc.), number of cushions or approximate rug size. All washers, dryers, major electrical appliances and audio-visual equipment will include make, model, and serial number. All firearms shall be inventoried as separate articles on the inventory showing the make, model, serial number, and caliber or gauge. Motorcycles shall be inventoried as one article, listing its serial number, make, model, year, and mileage when easily available and open to view on the exterior of the item. Attachment 4, DD Form 788-2, Private Vehicle Shipping Document for Motorcycle, or a commercial equivalent may be used to annotate descriptive information and condition of motorcycle.
4. The inventory and service order for storage lots designated for overseas delivery shall be clearly marked "for overseas later". Upon ordering out of storage, a descriptive listing of inventory item numbers five, ten, and fifteen of the lot, will be listed on the DD Form 1164 and coordinated between the NTS TSP and the shipping activity to confirm the proper items/lot is being released for shipment overseas.
5. Attachment 5, Household Goods Descriptive Inventory, a format or a facsimile thereof containing the same information, shall be used by the NTS TSP to meet the inventory requirements contained in this TOS, Part I, paragraph E.1 through 6.

6. The inventory shall show (1) NTS TSP's name and mailing address; (2) destination completed to identify and locate the warehouse(s) in which the lot is stored; (3) customer's name, grade or rank, and masked social security number; (4) pickup address; (5) service order number; (6) TOS and effective modification number; (7) NTS TSP's lot number; (8) page number and number of pages; and (9) total number of items covered by the inventory.
7. A legible copy of the completed inventory shall be furnished to the customer at the time of pickup. The original and one copy shall be furnished to the using activity and a legible copy retained by the NTS TSP. When a combination inventory-warehouse receipt is used, the original and one copy will be furnished to the PPSO and the NTS TSP shall retain a legible copy. In the event that, upon checking the lot into the warehouse, items are discovered which were omitted from the inventory at residence, they shall be added to the original and annotated as additional items not shown on the copy furnished at time of pickup.
8. For those items separated and identified as expensive and valuable items by the customer or the customer's agent, and authorized by the PPSO, a detailed inventory will be prepared by the NTS TSP and certified by the customer or the customer's agent. This special high value inventory will become an addendum to the total inventory bearing the signature of the NTS TSP or the NTS TSP's representative. The listing of expensive and valuable items in cartons will be in specific terms such as: "8 silver forks, 8 silver spoons, 1 silver ladle."
9. When the storage NTS TSP handles a lot out to a TSP for Carriage, the NTS TSP will furnish the TSP's for Carriage driver with two legible duplicate copies of the Non-Temporary storage inventory and will, in conjunction with the TSP's for Carriage driver, check each item out of the storage lot in accordance with such inventory. If, at the time each item is checked out, there is a difference in the condition of the items from that listed on the Non-Temporary storage inventory, the TSP's for Carriage driver will prepare an exception sheet noting thereon any shortage/overage, or differing conditions, cross referenced to the original NTS TSP's inventory. If no new damage or loss is discovered, an exception sheet will be prepared stating "no differences noted", signed and dated by the warehouseman and driver. When the TSP's for Carriage driver elects to make a new inventory, any differences as to shortage/overage or conditions, not listed on the original inventory, will be shown on an exception sheet as described above. In the event the opinion of the TSP's driver and the NTS TSP's representative differ as to shortage/overage or condition, both opinions will be listed on the exception sheet and separately identified as to source. Both the TSP's for Carriage and the NTS TSP's representative will sign and date the exception sheet, each retaining a legible copy for their files. Such exception sheet will remain an internal industry document. In the event a claim is filed with the military activity, the TSP for Carriage and/or NTS TSP will furnish legible copies of the exception sheet to the concerned claims parties. The NTS TSP shall also furnish a legible copy of the Exception Sheet to the RPM and PPSO when requested.

F. STORAGE REQUIREMENTS

1. Preparation of Articles for Storage.
 - a. Items having painted, enameled, porcelain, polished, or finished surfaces of other kinds shall be so protected as to prevent scratching, marring, or other damages to the surfaces from other items in the lot or from dust, moisture, etc. Articles having such surfaces shall be padded and wrapped or covered with appropriate materials.

- b. Articles such as garden tools, coil springs, television antennas/satellite dishes, etc., not subject to deterioration by dust need not be wrapped, but corrugated paper or other suitable material shall be used to separate these articles from finished articles in the same lot.
- c. The customer shall ensure that power-driven equipment has been drained of all gasoline at residence. The NTS TSP shall tag or label to verify that no gasoline is present. The customer shall remove all batteries, except for those lots identified as remaining in storage for less than one year. However, whenever the battery remains in the piece of equipment the cables must be disconnected from the battery terminals and the cable ends must be taped.
- d. The customer has the obligation to remove all the gasoline and the battery from a motorcycle prior to pickup for storage. Also, to lubricate the gas tank interior, carburetor, control cables, and drain the radiator system. Oil does not require removal. Keys will remain with the NTS TSP, in the customer's file, to facilitate handling and movement. Upon release from storage, the key will be placed in a suitable bag and affixed to the handle bars of the motorcycle. For lots identified as pending overseas movement the battery may remain in the motorcycle. However, the customer must disconnect and tape the ends of the battery cables.
- e. The customer has the obligation to properly prepare computer(s) for storage.

2. PRESERVATION OF ITEMS FOR STORAGE

- a. Insecticides or repellents shall be used to provide constant protection for all materials made wholly or partially of wool and other materials subject to insect damage.
- b. Rugs, rug pads and carpets, in addition to an application of insecticides or repellents when appropriate, shall be placed in individual dust-free cylinders or bags/covers of proper length or individually wrapped in 60 pound Kraft-type wrapping paper and secured with tape or twine. However, when rugs, rug pads, or carpets are stored in cold storage rooms, or in fumigated rug rooms that are sealed against entrance of dust and escape of fumigants, wrapping is not required. Rolled rugs, pads and carpets shall be stored in rug tubes which shall be so constructed that items shall not be bent. Rugs, pads or carpets shall not be folded for drayage or storage. Rust-free wire tags or other suitable identification labels not injurious to the fabric indicating the lot number, item number and owner's name shall be affixed to the rug and the outside container or wrapping. The warehouse location of rugs, rug pads and carpets shall be recorded as prescribed by in paragraph G.12(c).
- c. Upholstered furniture, in addition to the application of insecticides or repellents when appropriate, shall be placed in individual containers or covered by prefabricated covers of paper or plastic, or individually wrapped in 60 pound Kraft-type paper and secured with tape, twine or equivalent, or shrink wrap materials. When clear plastic coverings are used, care shall be taken to prevent fading or bleaching of materials. When such articles are stored in fumigated rooms or in individual containers that are sealed against entrance of dust and escape of fumigants, wrapping is not required. Items will be identified as required in provision of paragraph G.12(c).

- d. Items, other than those listed above, susceptible to insect damage shall be stored in suitable, sealed containers, protected with insecticides or repellents.
- e. Pianos and organs shall be stored separately whether "open" or pallet storage is employed by the NTS TSP. Such instruments shall be shrouded in 60 pound Kraft-type paper, or in cloth; insecticides or repellents shall be placed near the felts. Care shall be taken to store such instruments in areas of the warehouse where changes in humidity and temperature are at a minimum. When fumigated piano storage rooms that are sealed against the entrance of dust and escape of fumigants are used, the above specifications shall not apply. Identification will be in compliance with provision G.12(c).
- f. The NTS TSP shall be responsible for ensuring that all chemicals used for repelling insects or vermin do not have a harmful effect on any of the stored property.
- g. The NTS TSP shall take all necessary measure for prevention of mold or mildew and shall maintain periodic inspections as frequently as necessary to prevent damage to personal property in storage.
- h. Warehouse will not show evidence of insect and/or rodent infestation. The NTS TSP will have an established periodic program, either self administered or provided by a reputable outside firm, for the control and extermination of insects and rodents. Warehouseman will keep records to confirm the existence of the program. See DTR, Appendix D for insect and rodent control requirements.
- i. The NTS TSP shall be responsible for ensuring that firearms are protected from loss, properly marked and stored in the center of the vault or bulk of the lot unless the RPM has previously approved a separate secured storage area in writing.
- j. Motorcycles shall be placed upright, fully covered, and wrapped in a protective material with nothing touching or pressing on it and may be stored in a separate area of the warehouse. Identification will be in compliance with provision G.12(c).
- k. Lawn mowers and other power driven equipment shall be stored in an upright position at the base of the shipment. If stored in a separate area of the warehouse, identification will be in compliance with provision G.12(c).
- l. Boats on trailers will be stored on the trailer. Small boats not on trailers can be stored in racks or a separate area in such a manner so as to prevent damage. All items not permanently affixed to the boats shall be removed and packed to include inventorying and tagging as appropriate. Customer is obligated to, and NTS TSP shall, ensure that gas tanks are empty and the batteries removed (except that batteries in boats stored for 1 year or less may remain, provided the cables have been disconnected and ends taped). The customer shall remove the drain plug and if not permanently attached to the boat, place it in a cloth bag, or equivalent and tie it to the boat. Identification will be in compliance with provision G.12(c).

G. STORAGE AREA

1. Areas assigned for preparation and storage of personal property shall be such as to prevent pilferage or damage by sunlight, heat, water or fire. Personal property shall be stored in areas that are dry, clean, free from dust, vermin and rodents, have adequate fire protection, and be accessible for routine inspection.

2. Minimum clearance above stacks, width of aisles, accessibility of fire aisles, distribution of fire extinguishers, etc., shall be in accordance with existing local ordinances, the National Fire Protection Association codes, recommendations and standards and other nationally recognized codes and standards, whichever is more rigorous.
3. Care shall be taken to ensure that personal property is not exposed to hazardous materials or operations inside or outside the warehouse. Flammables/combustibles will be kept in closed metal containers when stored in the warehouse. Ammunitions are not authorized to be stored with any DOD shipments. All combustible material outside the facility must be stored a minimum of 20 feet from the building, i.e., vaults, containers, trailers and vehicles. Severe hazards, as determined by the RPM, may require further movement and/or a safety certification by the servicing fire department. Local conditions that prevent 20 feet clearance will also require a fire safety certification from appropriate local authorities. Containers (vaults) that have been packed by customers without inspection or inventory by the Transportation Service Provider (TSP) so as to ensure that hazardous materials, (as identified by the Defense Transportation Regulation (DTR) 4500.9, Part IV, Appendix I), are not present, shall not be stored within facilities approved under this TOS. TSPs will document their inspection, with a date, signature and shipment information. This information will be available for RSMO review to ensure compliance.
4. "No Smoking" signs shall be conspicuously posted in all storage areas and smoking restrictions shall be rigidly enforced. Smoking is prohibited during all phases of the storage program. This includes in the warehouse, around warehouse door areas, during the loading or unloading of vans and at any time that smoking would endanger the personal property.
5. Waste or refuse shall be kept in metal containers with tight-fitting metal lids.
6. Docks, aisles, driveways, and entrances shall be kept free of storage and equipment not being currently handled or operated.
7. Personal property shall be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids maintaining a minimum of at least 2 inches clearance from the floor to the bottom portion of the stored property. This elevation requirement shall apply after the three (3) working day handling-in period. Items waiting for the completion of handling-in services will be protected at all times. Mezzanines, decks or other permanent structures with solid flooring will also require two inch elevation of stored property. Containers or property will not be stored in contact with exterior walls. Height of personal property properly stacked loose shall not exceed 10 feet. Trash cans, extension ladders, lawn mowers, TV antennas/dishes, swing sets and other like outdoor items are excluded from these requirements. Segregated items shall not be stored on top of movable storage containers or storage boxes.
8. Heating, electrical, plumbing and other systems shall be in good working order, maintained in sound condition and meet all requirements of local ordinances or nationally recognized codes. Extension cords shall not be used in the warehouse, except a heavy duty cord may be used to operate hand held power equipment/machines while in use.
9. The operation and/or garaging of all power equipment within the warehouse, with the exception of forklifts, pallet jacks, sweepers, or other items specifically authorized by the RPM or the cognizant fire department, is prohibited. Warehouses must be operated in

accordance with nationally recognized codes and standards (American Insurance Association, National Fire Protection Association, American Standards Association, etc.). In addition, local codes and standards will be adhered to. Gas pumps and other fuel storage shall meet all provisions of the local ordinances and nationally recognized codes and standards, whichever are more rigorous. Electrical storage batteries shall not be recharged in the warehouse unless proper procedure, in accordance with all local and national fire codes and standards, has been taken to prevent explosion from the gas generated.

10. Automatic sprinkler systems require inspection by a licensed or qualified sprinkler maintenance NTS TSP on a quarterly basis, within a 90-day period in accordance with National Fire Protection Association, etc. A licensed contractor shall be required where state or local authorities license such contractors. Fire detection and reporting systems require inspection of the electronic monitor by a licensed or qualified contractor on a monthly basis, within a 30-day period.
11. Fire extinguishers shall be inspected and serviced at a minimum annually, and properly mounted in accordance with applicable fire codes. All gas or electric warehouse handling equipment must be equipped with the proper type fire extinguisher.
12. LOCATOR SYSTEM AND LOT IDENTIFICATION. The NTS TSP shall maintain an up-to-date locator system which will permit the prompt identification and location of each lot and individual items required to be stored separately.
 - a. An example of an acceptable locator system is illustrated in Attachment 5. An acceptable system requires the following minimum control data for the pallet/box locator sheet: Owner's Name, Rank/Grade, Lot Number, Date in and Type of Storage, Pallet/Box Number and Location. All pallets/boxes must have an assigned, distinctive number.
 - b. The bottom portion of Attachment 5 reflects a numbering system for control of items by inventory number within each pallet/box. Use of this portion of the locator form is optional, but highly recommended.
 - c. Segregated items, such as rugs, rug pads, upholstered pieces, pianos, organs, oversized items, lawn mowers, garden tractors, tillers, bicycles, TV antennas, satellite dishes, ladders, tires, motorcycles, boats, will have an identity tag reflecting the owner's name, lot number, and item number. This tag will be fastened to the item by rustproof wire, string, or plastic.
 - d. The master locator sheet, reflecting all information on the pallet/box locator sheet and in addition, Service Order Number, each Pallet/Box Number and its location and a list of segregated items and location, will be kept in the office jacket file. A duplicate copy of the master locator sheet will be kept in either the warehouseman's files, if physically maintained in the warehouse, or affixed to a pallet/stack if warehouse files are not maintained.
13. WAREHOUSE SECURITY. The NTS TSP shall have established protective procedures for the facility to ensure the adequate safeguards have been taken to preclude unauthorized access. Particular attention shall be given to doors, exterior door hinges, windows, skylights, roof vents, cupolas, metal side panels, etc., to ensure that they do not permit simple entry on the part of unauthorized persons. Specific procedures are to include:

- a. NTS TSP's employees within their area of responsibility must be counseled on the importance of security and shall be made aware of specific security procedures established by the NTS TSP for each storage facility.
- b. Movement of outsiders within a warehouse shall be closely controlled and monitored by the NTS TSP and/or his employees.
- c. Two keyed locking mechanisms are required on all warehouse access doors, with keys issued to authorized employees only. An electronic detection system, approved by the RPM, may be substituted for one of the required locking mechanisms. Electrically operated overhead doors must also be secured with two locking devices or an electronic detection system and one keyed locking mechanism.
- d. Access walk-in doors, warehouse doors and warehouse/office windows which would permit warehouse entry by breaking glass panes, requires installation of heavy metal mesh or bars, or installation of an approved electronic detection system.
- e. The doors on all closed vans will be secured with heavy duty (case hardened) padlocks or surface key locks.

H. NTS TSP'S DUTIES - LOCATION OF STORAGE FACILITIES

1. The NTS TSP shall complete pickup and drayage services ordered hereunder on the date specified on the DD Form 1164 for such services and shall proceed in compliance with provisions of Part I, paragraph B.5. The NTS TSP shall begin performance of handling-in services upon arrival of the property at the warehouse, to include placing the property within the facility, and shall complete placing the property within the facility no later than three (3) working days following the date of pickup. Items waiting for the completing of handling-in services will be protected at all times. When the NTS TSP chooses to allow the personal property to remain on the truck until the next working day he will be held liable for any loss or damage occurring during this time without regard to cause. The NTS TSP shall have three (3) working days from the date of pickup to complete the remaining handling-in services. The NTS TSP shall begin performance of handling-out services as ordered; however, the NTS TSP shall be given advance notice of at least five (5) working days.
2. The NTS TSP shall treat each lot placed in storage as a result of issuance of a DD Form 1164 as a separate entity for the purpose of separation, identification, and delivery and shall otherwise comply with all applicable laws and regulations with respect to separate identification.
3. The NTS TSP shall furnish to the PPSO within seven (7) working days after receipt of each lot of personal property the applicable weight certificates, with the original and one copy of a nonnegotiable warehouse receipt for each lot stored. The warehouse receipt shall, in addition to the information required by applicable law, contain the following: (1) customer's name, grade or rank, and masked social security number (SSN); (2) customer's mailing address as provided in the service order; (3) the number of both this TOS, as modified, and the service order; (4) inventory description of household goods in accordance with paragraph E.5 ; (5) net weight determined in accordance with Part I, paragraph D. 9.:(6) location of warehouse, as shown on the inventory form; (7) NTS TSP's lot number; (8) notation of any overage, shortage, or damage; (9) liability in accordance with this TOS; and (10) first and last inventory item numbers and total number of inventory items. The use of a legible

combination inventory-warehouse receipt form is acceptable if the form contains all the information required by applicable laws and this TOS. When storage or other services are at Government expense, the provisions of the service order and this TOS shall govern in the event of any inconsistency between the service order and TOS on the one hand and the warehouse receipt on the other. For this purpose, the term "inconsistency" is extended to include any provision of a warehouse receipt which is in addition to, or in excess of, the provisions of a service order or this TOS.

4. In the event that, after coming into the custody of the NTS TSP, personal property is stolen, lost and/or damaged during attempted theft, lost and/or damaged as a result of fire (including water damage incident to a fire), flood, earthquake, tornado, or any other similar type of occurrence, or if the property is subject to the probability of loss and/or damage so that without preventative measures being taken, loss and/or damage is likely to result, the NTS TSP shall immediately notify the RPM by the quickest means of communication, and the NTS TSP shall take immediate action to protect the property from further loss and/or damage. The RPM shall immediately conduct an investigation into the circumstances surrounding the incident to determine the responsibility for the incident and/or release of such responsibility on the part of the NTS TSP. The RPM reserves the right to award/not award any business during the period of the investigation.
 - a. The NTS TSP shall immediately, at its own expense, proceed to unpack all affected containers, boxes, cartons, etc. The NTS TSP shall take such steps as are necessary to properly dry items which are wet or damp. The NTS TSP shall submit within ten (10) working days, or such longer period as the RPM may authorize, in writing, a report, at no cost to the Government, of the loss and/or damage to each item or article listed on the inventory or warehouse receipt, in duplicate, to the PPSO(s), with a copy to the RPM. In addition, the NTS TSP shall, as directed by the PPSO, accomplish dry cleaning, laundering, oiling finished surfaces with appropriate furniture oil, and other similar preventative measures, and repack and restack the items for continued storage. Reimbursement, if authorized by the RPM, to the NTS TSP for work done in conjunction with avoiding or mitigating damages due to disasters covered by this provision shall not exceed actual costs and shall include no direct or indirect element of profit to the NTS TSP. The NTS TSP shall maintain a complete record of all labor and material (by lot) used in carrying out these duties and responsibilities. In no event will the Government be financially responsible for any costs included in NTS TSP's insurance coverage for which his insurance carrier assumes the responsibility for payment.
 - b. Costs incurred by the NTS TSP incident to the performance of the services directed by the PPSO shall be borne initially by the Government subject to a final decision by the RPM of the NTS TSP's liability. The NTS TSP shall not dispose of any damaged items or articles except with the written approval of the PPSO.
 - c. No action taken by the RPM under this provision shall in any way constitute a waiver of the liability imposed by Section H-6, Liability for Care of Property, hereof upon the NTS TSP who shall continue to be liable in accordance with the provisions thereof as if no action had been taken under this provision, nor shall it be deemed to constitute a waiver of any other liability imposed by law or by any of the other provisions of this TOS.

- d. In any other cases of shortage or damage to personal property while in its possession, custody, or control, the NTS TSP shall, without additional cost to the Government, furnish to the PPSO a complete report of the incident, in duplicate, with a copy to the contracting officer, within five (5) working days, following the detection and/or occurrence.
5. The NTS TSP agrees that while personal property remains in a warehouse under the provisions of this TOS, the NTS TSP will maintain such warehouse in accordance with the Department of Defense fire protection standards and recognized national and local fire ordinances or codes, to include National Fire Protection Association recommendations and standards in accordance with Appendix D of the Defense Transportation Regulation (DTR) 4500.9R.
6. Whenever a change in business organization or corporate structure (e.g., stock sale/transfer, name change, officer change, or sale) is anticipated or planned, the NTS TSP shall notify the RPM immediately, but in no event later than 30 days prior to effecting the change. The NTS TSP agrees to notify the RPM, in writing, immediately when changes (e.g., bankruptcies, foreclosures, warehouse seizures, levies, search warrants, etc.) occur which may affect performance under the TOS.
7. The NTS TSP shall not release personal property from storage during the storage period except upon the written authorization of the PPSO.
8. The NTS TSP shall procure warehousemen's legal liability insurance and furnish to the RPM a Certificate of Insurance from the insurance company to cover personal property stored in the NTS TSP's warehouse(s). The NTS TSP shall:
 - a. Maintain coverage in force for property accepted by the NTS TSP under contract for any Government agency;
 - b. Maintain coverage in minimum limits of \$1.25 per pound at each location for lots awarded prior to March 1, 2008 and \$4.00 per pound at each location for lots awarded on or after March 1, 2008.
 - c. Provide a 30-day advance written notice to the contracting officer in event of cancellation or any material change and/or reduction in the coverage. Upon cancellation of the present insurance policy, the NTS TSP must provide evidence of continuing insurance to the contracting officer at least 10 days prior to cancellation date of present policy;
 - d. Maintain deductibles in any policy which are applicable on an occurrence basis and which do not exceed \$100.
 - e. Maintain Warehousemen's Legal Liability Insurance with an underwriter who maintains a policyholder's rating of "A" or better in the current issue of Best's Insurance Guide. An underwriter to meet the required criteria may execute a Reinsurance Assumption Endorsement.
9. The NTS TSP shall store personal property only in facilities approved by the RSMO. The NTS TSP must provide the following storage facility information:
 - a. Location (Street Address, City, State, Zip Code)

- b. Fire Class
- c. Weight Limit
- d. Warehouse NO/Code

Note: At no time shall the total weight stored exceed the weight in pounds authorized for each location for government storage lots. In order to ensure that limits indicated for each location are not exceeded, a record will be maintained for each location reflecting the number of lots and total weight of lots stored by the Government under this and other TOS.

- 10. In cases where an insurance carrier of the customer, or NTS TSP, assumes responsibility for the cost or makes payment to the NTS TSP for any or all of the preventative measures, the expenses of which are to be borne by the Government, the NTS TSP shall, as soon as practicable, notify the RPM thereof. Where payment has already been made by the Government, the NTS TSP shall, in accordance with the direction of the RPM, reimburse the Government to the extent that the insurance carrier has made payment.
- 11. The NTS TSP shall, without additional expense to the Government, be responsible for obtaining any necessary operating authority, licenses and permits prior to entering into a binding TOS agreement and for complying with all laws, ordinances, statutes and regulations in connection with the furnishing of the services herein.

I. SECTION I - RESERVED

J. INSPECTION OF TRANSPORTATION

- 1. The Government has the right to inspect and test the NTS TSP's services, facilities, and equipment at all reasonable times. The NTS TSP shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.
- 2. The NTS TSP is required to provide and maintain an inspection system acceptable to the Government covering the services under the TOS. Complete records of all inspections are to be maintained and made available to the Government during the performance of this TOS.

K. PERFORMANCE PERIOD

The estimated period of storage shall be set forth on service orders issued in accordance with Part II, Section C, "Service Orders" in this document.

Part II - SPECIAL REQUIREMENTS

A. RATE SUBMISSIONS

- 1. Rates will be submitted by the NTS TSP in the Defense Personal Property System (DPS) rate filing module, Request for Quote (RFQ) workbench. TSPs are solely responsible to establish internal quality control procedures to ensure the accuracy of any rate intended to be filed prior to actual submission. Failure to submit rates in DPS by the designated filing deadline shall be considered a non-responsive bid, and will be rejected. Rates that are submitted in improper format in accordance with specific requirements set forth herein will be rejected as non-responsive. See the NTS TSP Rate Filing Instructions, Appendix V.D.1. in the DTR.

2. NTS TSPs can file or adjust rates up to four (4) times a year. The newly filed rates will become valid at the beginning of the next performance period. There are four performance periods. The annual rate cycle is from 15 May of the current year to 14 May of the following year. During annual rate filing, TSPs are required to re-file rates even if they currently have rates for the AORs they are participating in. If the TSP does not file rates at the annual rate filing, the TSP will not be available for lots within the first performance period of the annual rate cycle. A performance period is the period over which TSPs will be evaluated for purposes of quartile ranking and shipment allocation. DPS will rack and stack NTS TSP prior to the start of each performance period. The performance periods are:

| |
|--------------------------|
| 1 January to 14 May |
| 15 May to 31 July |
| 1 August to 30 September |
| 1 October to 31 December |

The performance periods listed above are subject to change due to program requirements. For any updates to performance periods, reference the NTS TOS.

SDDC will establish rate filing/adjustment deadlines for each performance period. TSPs will be notified of these deadlines prior to each rate filing cycle.

Rates can only be filed between the designated to and from dates. Rates not submitted by the designated filing deadlines will not be accepted.

3. Acceptance of Rates:
- a. TSPs can see their accepted rate in DPS.
 - b. SDDC reserves the right to reject any or all offers; to waive informalities and minor irregularities in offers received; to negotiate, accept, or reject initial or subsequent submissions without discussion of rates; to nonuse or cancel any rate upon fifteen (15) days notice; and re-solicit rates.
 - c. SDDC reserves the right to extend the effective period of rates to modify the rate-filing period.
 - d. Rate submissions should be based on the most favorable terms to the Government from a price and service standpoint.
 - e. It is SDDC's sole intent to solicit responsible rates prepared in accordance with sound business decisions. Rates, which would jeopardize financial viability of a TSP, are not desired.
 - f. Individual rates should be constructed to stand alone without regard to rates for other AOR/Zones.
 - g. SDDC reserves the right to initiate and/or modify special negotiations, in manual or automated format, at any time commensurate with requirements. Unique rate filing procedures may be required in those instances where normal automated procedures are not appropriate due to particular circumstances existing at the time. Methods for administratively processing such situations will be provided in the special solicitation instructions.

region or state. The request for emergency rates will specify the timeframe the TSP has to respond as well as the time period in which the rates will be valid.

- b. The emergency rates filed will be checked against the Competitive Rate ranges for Item III. The RSMOs have the ability accept a rate that falls outside the Competitive Rate range. The rates filed under an emergency request are valid only for the time period stated on the request.

B. USING ACTIVITY - PPSO

1. The RPM executing this TOS shall notify the NTS TSP, in writing, of the names and locations of using activities authorized to issue service orders for personal property under this TOS. The PPSO of each using activity shall notify the NTS TSP and the RPM, in writing, of the names of all PPSO Representatives authorized to issue service orders for the using activity under this TOS.
2. When the PPSO determines that the customer is no longer entitled to storage of personal property at Government expense, the PPSO shall give the NTS TSP, in writing, a 30 day notification of such determination. Copy of this notification is provided to the customer. The PPSO shall also provide the NTS TSP with the owner's permanent mailing address. At the expiration of the entitlement period, the PPSO shall deliver to the customer the ORIGINAL copy of the warehouse receipt and/or combination inventory-warehouse receipt for the personal property and the NTS TSP shall thereafter recognize the customer as the depositor of the personal property and look to the customer for payment of such future charges not payable by the Government.
3. The Government shall be liable only for payment of charges resulting from the performance of services, furnishing of materials or facilities, as ordered by the PPSO.
4. Except to the extent of service order(s) issued hereunder, the TOS shall not obligate Government funds in any way.

C. SERVICE ORDERS

1. When a using activity requires the service of a NTS TSP, the using activity PPSO will notify the NTS TSP that, the NTS TSP's offer has been accepted, of the estimated weight of the personal property involved, and any other information as may be pertinent. This acceptance may be oral or in writing but oral acceptance will be followed by written confirmation (DD Form 1164).
2. When a NTS TSP has the facilities available and capability to perform the requested services, the NTS TSP shall advise the PPSO of the acceptance of the order to perform and provide a lot number. Rates in effect on the date of offer are the rates applicable and thereafter used. If the NTS TSP cannot continue its offer during a given period of time or at a specific storage facility, the NTS TSP will so notify the PPSO orally. Written confirmation must be sent to the PPSO and the RPM. Selective refusal, i.e., a NTS TSP's failure to honor its offer on a selective basis indicating continuous avoidance of service orders by size or service area is a violation of this clause and may be grounds for disqualification of the TOS.
3. To confirm the acceptance, the PPSO shall issue a DD Form 1164, Service Order for Personal Property, incorporating the terms of the acceptance, within the time set forth in the NTS TSP's offer of services. Upon receipt of the service order, the NTS TSP shall be

obligated to furnish the specified services in accordance with the provisions of said service order and this TOS. An enforceable contract is entered into when the NTS TSP receives the Government service order for the specified services in accordance with the terms and conditions of this TOS. Upon receipt of the initial service order (with respect to any lot of personal property), the NTS TSP shall be obligated to furnish such additional services authorized under the Extras Clause, as may be ordered by supplemental service orders in effect at the time of the initial order.

4. Initial service orders shall be for a period ending on the day preceding the first day of the succeeding government fiscal year (or in the case of temporary storage, for a period ending not later than 6 months thereafter). In each case the service order shall be renewable, at the option of the Government, for 4 successive fiscal years on an annual basis (or such lesser period as the services are required) at the same rates and on the same terms as in effect under the initial service order. Renewal shall be evidenced by written notice to the NTS TSP. The date of performance of, and citation of funds for, handling-out and post-storage services shall be included in a supplemental service order. For lots remaining in storage under this TOS past the 4th successive fiscal year, the active NTS TSP shall be obligated to negotiate rates not to exceed his present rates for an additional 4 successive fiscal years. For an inactive TOS, the RPM will negotiate the rate on an annual basis.
5. When it is known by the PPSO, prior to the issuance of a service order, that a portion of the customer's personal property will be withdrawn at Government expense for subsequent shipment, and the other portion will remain in storage, two separate service orders shall be issued and the transaction treated as two lots which shall require two inventories and two warehouse receipts. When this information is not known by the PPSO and the customer is, subsequent to storage, entitled to partial removal, a supplemental service order shall be issued for handling out of only that portion of the lot which must be handled to permit removal of the property for shipment, and handling-in for the portion which must be restored. Actual weight must be determined by weighing the articles released from storage and subtracting this weight from the original storage weight. The NTS TSP shall provide the PPSO with an estimate of the total weight to be handled out prior to issuance of the service order for partial removal. The NTS TSP shall furnish to the PPSO a new or revised warehouse receipt and/or combination inventory warehouse receipt, original and one copy, listing only those items remaining in storage, conforming to the provisions of Part I, paragraph H.

D. CHARGES

1. Charges under initial service orders and all supplemental orders shall be computed at the rates on file in DPS and effective on the date services are ordered under the initial service order.
2. Schedules of services and rates include:
 - a. Item I Packing. Packing and protection required by and incident to drayage, marking, disassembly of required items, tagging and inventorying for storage (includes flat wardrobes). (Rate per CWT).
 - b. Item II Special Service. Upright wardrobes with minimum 18-inch bar (Cost each). Inventory of high value items (cost per inventoried carton).

- c. Item III Drayage. Pickup at location, loading, weighing, drayage to warehouse and unloading onto warehouse platform (Rate per CWT).
 - d. Item IV Handling In. Handling in, labor and equipment required to place in storage from warehouse platform, wrapping for storage which is an addition to that required for drayage to NTS TSP's warehouse and preservation of items for and during the storage period (Rate per CWT).
 - e. Item V Storage. Monthly storage charges shall be payable in accordance with the rates on file in DPS and computation set forth below:
 - 1. Storage charges are payable for a calendar month, except one-half month's storage charge shall be paid on lots received for storage on or after the 16th day of a month and lots released from storage on or before the 15th day of a month.
 - 2. In the event a partial removal of a lot is made or destruction or loss occurs on or before the 15th day of a month, the NTS TSP shall be paid one-half month's storage for the beginning weight and one-half month's storage for the remaining weight for that month. If the partial removal is made, or destruction or loss occurs, on or after the 16th day of the month, the NTS TSP shall be paid a full month storage for the weight recorded at the beginning of the month. Charges for the succeeding month(s) shall be computed on the weight remaining in storage. Handling-out and handling-in charges shall be in addition to the storage charges.
 - f. Item VI Handling Out. Handling out, labor and equipment required to remove from storage and place onto warehouse platform (Rate per CWT).
 - g. Item VII Delivery. Delivery, to include loading at NTS TSP's warehouse platform and drayage to destination, unloading, including the re-assembly of items disassembled for storage, recording overage, shortage or damage, as appropriate and placing in designated rooms in accordance with specifications (Rate per CWT).
 - h. Item VIII Unpacking. Unpacking, including unpacking all crates, cartons. Removing from owner's residence all empty containers, packing materials and other debris accumulated incident to unpacking (Rate per CWT).
- 3. Charges shall be computed on the basis of the net weight of the lot including necessary cartons, packaging, packaging materials, crates for mirrors, pictures, table tops, etc., but excluding the weight of any blocking, bracing, dunnage, pallets, pallet boxes, and other containers.
 - 4. All items of service ordered shall be subject to and payable on the basis of a minimum weight of 500 pounds net.
 - 5. Where partial removal of a lot is less than 100 pounds, no adjustment will be made in the remaining storage weight.
 - 6. The Government shall not be liable for storage or service charges in connection with that portion of a lot which is in excess of weight limitations imposed by law or regulation or in connection with lots remaining in storage after the expiration of the period of entitlement of a customer to storage at Government expense.

7. The NTS TSP shall provide such special handling and additional protection as the customer may request. However, the charge therefore shall be a matter of independent agreement with the customer, and the Government shall not be liable therefore.

E. COMPENSATION

1. The Government reserves the right to award the contract for transportation of any lot of personal property stored with a NTS TSP to any TSP for Carriage the Government may select. The NTS TSP shall promptly, and in accordance with the direction of the appropriate PPSO, make lots available to the receiving TSP for Carriage on a properly protected loading area of the NTS TSP in a condition satisfactory to be received by such TSP for Carriage. The NTS TSP shall permit any such TSP for Carriage to inventory and load property from its facility without any charge to the receiving TSP for Carriage or the Government and will acknowledge the receiving TSP's for Carriage notation of damage or shortage by signing the receiving TSP's for Carriage exception sheet or rider, noting the damages and/or shortages, or by allowing the receiving TSP's for Carriage agent to note damages and/or shortages on the NTS TSP's inventory form. The NTS TSP is obligated to repack, at no cost to the Government, any carton refused by the TSP for Carriage due to improper packing which has been verified by the PPSO.
2. In the event the TSP for Carriage does not pick up the lot on the specified date, between the hours of 0800 and 1700, the NTS TSP shall notify the PPSO and continue to store, protect and be responsible for the property. Appropriate compensation will be made for restoring the shipment, upon approval of the PPSO. The DD Form 1164 will be amended and/or reissued to authorize the additional cost and document the TSP for Carriage failure as the cause of the additional cost. Further, the PPSO will initiate set-off action against the TSP for Carriage on the applicable Government bill of lading through the service finance center for the extra charges attributed to the TSP for Carriage for not picking up the storage lot as scheduled. In the event a NTS TSP fails to prepare a lot (either partial or full) for pickup by the TSP for Carriage on the agreed date, the PPSO will advise the RPM. The RPM will initiate set-off action against the NTS TSP for the extra charges attributed to the NTS TSP for not preparing storage lot as ordered.
3. When it is desired to remove all or part of a lot from the NTS TSP's warehouse, the NTS TSP may be unable to deliver some items to the TSP for Carriage because of inability to locate them. In the event that these items are subsequently found in the warehouse by the NTS TSP, the NTS TSP shall be responsible for all shipping charges (in excess of what it would have cost the Government had the item(s) moved with the main lot) from the storage facility to the base, installation or home address where the military customer is located. In the event the wrong lot or items are shipped/delivered, the NTS TSP will be responsible for shipping costs of returning the erroneous lot or items and delivering the correct lot or items. Compensation to the NTS TSP will not be over and above what it would have originally cost had the correct lot or items been delivered.
4. When the NTS TSP attempts pickup at residence on the date specified on the DD Form 1164, and the customer/customer's representative is not available at residence, the NTS TSP, upon approval of the PPSO, shall be paid the drayage rate on a 500 pound shipment (minimum weight).

5. When the NTS TSP attempts delivery at residence on the date specified on the DD Form 1164, and the customer is unable to accept the shipment at residence, and the NTS TSP returns the shipment to his warehouse, the NTS TSP, upon approval of the PPSO, shall be paid the handling and delivery rate on actual weight.
6. When ordered on DD Form 1164, the NTS TSP will prepare an inventory for high/extraordinary value items and such "special services" shall be payable according to the TSP rates on file in DPS. The PPSO must annotate the requested special services on the DD Form 1164.

F. LIABILITY FOR CARE OF PROPERTY

1. Liability Limits for Loss or Damage

- a. The NTS TSP is liable to the owner, or to the military service that contracted for the shipment, for loss or damage that occurs to the owner's personal property while it is in the custody of the NTS TSP caused by its failure to exercise the care of a reasonably prudent owner of similar property. The NTS TSP shall not be liable for any loss or damage to the personal property that is caused by acts or conditions beyond its control and without fault or negligence. Liability on all shipments will be determined in accordance with the Carmack Amendment to the Interstate Commerce Act, (Title 49, United States Code, Section 14706) unless a specific provision herein establishes a different rule or procedure.
- b. When a claim is filed directly with the NTS TSP within nine months of delivery, the NTS TSP maximum liability on all shipments will be the greater of:
 - (1) \$5,000 per shipment, or
 - (2) \$4.00 times the net weight of the HHG shipment, in pounds, not to exceed \$50,000.
- c. On all other loss and damage claims asserted against the NTS TSP, the NTS TSP's maximum liability will be limited to \$1.25 times the net weight of the shipment, in pounds.
- d. Payments by the NTS TSP to an owner for inconvenience claims will not be deducted from the NTS TSP's maximum liability for loss or damage, but are a separate liability.
- e. The NTS TSP shall not be liable for loss and damage to any documents, evidence of debt, money, records, specie, jewelry, accounts, bills, currency, deeds, notes, stamps, securities, common TSP for Carriage or other tickets, passports or letters of credit not specifically listed on the warehouse receipt and shall be under no obligation to accept the same for storage, however, if such property is accepted and listed on a warehouse receipt, the NTS TSP shall be liable for such property in the same manner as it is liable for personal property.

2. Full Replacement Value (FRV) Liability

- a. When the owner files a claim with the NTS TSP within nine (9) months of delivery, the NTS TSP is liable for the Full Replacement Value (FRV) of any lost or destroyed items subject to the limits of liability stated above.

- b. If an owner submits a claim to a MCO within nine (9) months of delivery but wants the claim to be forwarded to the NTS TSP for settlement, the owner will be considered as having filed within 9 months of delivery.
- c. If the NTS TSP receives a claim that has been forwarded by a MCO within nine months of delivery, the NTS TSP will be liable for the full replacement value. If the NTS TSP receives a claim from a MCO more than nine months after delivery, but it is postmarked or electronically transmitted within nine months of the delivery date, then the NTS TSP will treat the claim as if it had been filed directly with the NTS TSP within nine months and the NTS TSP will be liable for full replacement value protection. On these claims, the NTS TSP liability is as follows:
 - (1) For items that are damaged but not destroyed, the NTS TSP will, at its option, either repair the items to the extent necessary to restore them to their original condition when received by the NTS TSP, or pay the owner for the cost of such repairs.
 - (2) For most items that are destroyed (i.e., the repair cost exceeds replacement cost) or lost, the NTS TSP will, at its option, either replace the lost or destroyed item with a new item, or pay the undepreciated replacement cost of a new item. New items should, to the greatest extent possible, be from the same manufacturer and should be the same make and model as the item that was lost or destroyed. If the NTS TSP cannot find a new item that is the same as the item that was lost or destroyed, it may replace the item with one of comparable qualities and features. However, for lost or destroyed items that are parts of sets, such as a silver service, crystal glasses, or china, the NTS TSP may replace the lost item with a like item that matches the rest of the set. Likewise, some items, such as collectable figures (e.g., Hummel and Lladro), collectable plates, collectable dolls, baseball cards, antiques, comic books, coin and stamp collections, and objects of art, cannot be properly replaced with new items because their value is based, in part, on the fact that they are no longer made and are no longer available for purchase as new items. For this type of item, the NTS TSP may replace the lost or destroyed item with the same or comparable item or pay the replacement cost of the item.
- d. When FRV applies to a shipment that includes one or more motor vehicles (automobiles, vans, pickup trucks, motorcycles or sport utility vehicles), the NTS TSP maximum liability for the vehicles shall be the value stated in the current issue of the N.A.D.A.'s Official Used Car Guide (the "Guide") for such vehicle(s), adjusted for mileage and other factors considered in the guide. However, if either the owner or the NTS TSP has obtained an appraisal of the vehicle from a qualified appraiser, settlement will be based on the appraised value rather than the book value.
- e. For boats, personal watercraft, ultra light aircraft, pianos, organs, firearms, objects of art, all-terrain vehicles, and snowmobiles, the NTS TSP may replace the item with a comparable used item or pay the *fair market value* replacement cost, because these are large, expensive items that are not part of the typical shipment and have an active, widespread secondary market.
- f. The owner may reject a payment or item offered by the NTS TSP to settle a claim. If an owner files a claim with the delivering TSP within nine (9) months of delivery, but fails to settle the claim directly with the NTS TSP, the owner may transfer their claim to a

MCO. In those cases where transfers have occurred, the NTS TSP shall not have the option to repair or replace items in kind, but must pay to the MCO the repair cost or un-depreciated replacement cost of a new item, whichever is less. If the NTS TSP can show that they offered the owner a replacement item of comparable or better quality than the item lost, the NTS TSP liability for that item will be limited to their replacement cost at the time offered (including any tax or drayage) or the amount demanded, whichever is less.

- g. Replacement cost is based on the replacement cost at destination. It includes any shipping charges and sales tax. However, the NTS TSP is not required to pay shipping charges and/or sales tax in excess of \$10 on a claim until it receives proof that the charges and taxes were actually paid.

3. Actual Value (Depreciated) Liability

- a. If the owner files a claim directly with the NTS TSP more than nine months after delivery, the NTS TSP is liable for the depreciated value of the items only up to a maximum of \$1.25 times the net weight of the HHG shipment. Liability will be as follows:
 - (1) For items that are damaged but not destroyed, the NTS TSP will, at its option, either repair the items to the extent necessary to restore them to their original condition when received by the NTS TSP, or pay the owner for the cost of such repairs, up to the depreciated value of the items.
 - (2) For items that are destroyed (i.e., the repair cost exceeds depreciated value) or lost, the NTS TSP will pay the depreciated replacement cost for the item. However, if the owner is willing to accept a replacement item instead of cash payment, the NTS TSP may settle all or part of a claim by delivering a replacement item(s) of like kind, quality and condition to the owner.
- b. If the owner files a claim directly with a MCO, and does not file directly with the NTS TSP for settlement, the MCO will adjudicate the claim pursuant to statutory and regulatory guidance. The MCO may then assert a recovery claim against the NTS TSP. The NTS TSP, on this type of a recovery claim, will be liable to the MCO for the depreciated replacement or repair cost, whichever is less. If the owner files a claim directly with a MCO, the NTS TSP will not be liable for more than the depreciated replacement cost, not to exceed \$1.25 times the net weight of the HHG shipment, in pounds.
- c. In settling claims for the depreciated replacement cost of an item, the MCO and NTS TSP will use the Joint Military-Industry Depreciation Guide (JMIDG), for those items that are listed on the guide and any applicable supplements. The MCO and NTS TSP will use the current replacement cost of the item as a base to apply the depreciation factor to arrive at the current actual value of the item. If an item cannot be replaced, or no suitable replacement is obtainable, the proper measure of damages for items that depreciate shall be the original cost, adjusted upward to reflect the increase in the consumer price index (CPI) since the date of purchase, and then adjusted downward to reflect the depreciation rate in the JMIDG.

- d. Replacement cost is based on the replacement cost at destination. It includes any shipping charges and sales tax. However, the NTS TSP is not required to pay shipping charges and/or sales tax in excess of \$10 on a claim until it receives proof that the charges and taxes were actually paid.

4. Exclusions from Liability

- a. NTS TSP shall be liable for physical loss or damage to any article that occurs while being transported or stored EXCEPT loss or damage caused by or resulting from the following:
 - (1) From an act or omission of the owner;
 - (2) From defect or inherent vice of the article;
 - (3) From hostile or warlike action in time of peace or war including action in hindering, combating or defending against an actual, impending or expected attack; from any weapon of war employing atomic fission or radioactive force whether in peace or war; or from insurrection, rebellion, revolution, civil war, usurped power action taken by governmental authority in hindering, combating or defending against such occurrence;
 - (4) From seizure or destruction under quarantine or customs regulations; confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
 - (5) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder;
 - (6) From Acts of God (also known as Acts of Nature);
 - (7) From pre-existing infestations by mollusks, arachnids, crustaceans, parasites or other types of pests; and for fumigation or decontamination when not the fault of the NTS TSP.
 - (8) The NTS TSP shall not be liable for intangible property, securities, nor for the sentimental value of an item.
 - (9) The NTS TSP shall not be liable for pre-existing damage.
- b. The exclusions listed above will not apply if the NTS TSP's own negligence significantly contributed to the loss. However, if the NTS TSP, after giving written notice to the appropriate government transportation office, or electronic or written notice to the owner, of a potential risk of loss or damage to the shipment from the above causes, is instructed by the government or the owner to proceed with such transportation and/or delivery, notwithstanding such risk, the NTS TSP shall not be liable for the loss attributed to the risk.

5. Duty to Mitigate Loss

If a loss or damage occurs to a shipment from one of the excluded causes listed in Exclusions from Liability, above, the NTS TSP may still be liable for additional damage that results from its failure to take reasonable steps to mitigate the extent of the loss. For example, if a shipment is damaged by water from a flood or hurricane, the NTS TSP, as soon as practical, should attempt to clean and dry the items, rather than allow further damage (e.g., rust,

warping, or mildew), to develop from prolonged exposure to dampness. In some cases, the responsible transportation office may direct the NTS TSP to undertake specific mitigation work, or may authorize payment for mitigation work, subject to later determination of whether the government or the NTS TSP will be liable for the cost. The cost of any such mitigation efforts that are not paid for by the government will be deducted from the NTS TSP maximum liability for loss or damage.

6. Time Limitations on Liability for Loss and Damage Claims

- a. The NTS TSP will not be liable for loss or damage unless the owner files a timely claim directly with the NTS TSP or with a MCO under the Military Personnel and Civilian Employees Claims Act (MPCECA) within two years of the delivery of the shipment that included the lost or damaged items. For purposes of timely filing with the NTS TSP or a MCO, timeliness will be determined by the MCO based on the statute, case law, and the service's claims regulations and instructions.
- b. When the owner files a claim with the NTS TSP within nine (9) months of delivery, the NTS TSP is liable for the Full Replacement Value (FRV) of any lost or damaged items subject to their maximum liability.
- c. For the purpose of the two-year limit for filing directly with the NTS TSP, if a claim for loss or damage accrues during war or an armed conflict in which an armed force of the United States is involved, or has accrued within two years before war or an armed conflict begins, and there is good cause for delay in filing due to that armed conflict or war, then the claim must be presented within a reasonable time after the cause no longer exists, or after the war or armed conflict ends, whichever is earlier. An armed conflict begins and ends as stated in concurrent resolution of Congress or a decision of the President. Any extension granted by this provision will be at least as long as the duration of the good cause and may be longer, at the discretion of the NTS TSP.
- d. If the owner files a claim with a MCO, the NTS TSP will not be liable to the government on a recovery claim if the government does not dispatch a written demand on the NTS TSP within four years of delivery. This four-year period will be extended by any period granted under Time Limitations on NTS TSP Liability for Loss and Damage Claims, above. If the government does dispatch a written demand on the NTS TSP within four years of delivery, the government will have the normal six years specified in Title 28, United States Code, Section 2415, to resolve the claim or file suit.
- e. If an owner files a claim directly with the NTS TSP and then receives written notice from the NTS TSP that all or part of the claim has been denied, then the owner may transfer the claim to the appropriate MCO, provided such a claim can still be timely filed under the MPCECA. If a recovery claim is not filed by a MCO against the NTS TSP within four years of delivery, including any extended period in Time Limitations on NTS TSP Liability for Loss and Damage Claims or Customer's suit is not instituted within two years of receipt of the written notice, then the NTS TSP shall not be liable for any part of the claim that was denied in the notice.
- f. In summary, the specific timeline and steps for filing a claim are as follows:

- (1) At delivery: Owner and NTS TSP or delivering TSP will review and sign the Notice of Loss/Damage/AT Delivery form provided by the TSP if there is any Loss or Damage evident at the time of delivery.
- (2) Within 75 days of Delivery: Owner must submit the Notice of Loss and Damage AFTER Delivery form provided by delivering TSP.
- (3) Within 9 months of delivery: Owner must file a written or electronic claim with the NTS TSP or delivering TSP to be eligible for FRV.
- (4) If a claim is not completely settled after 30 days, owners may transfer the claim to the appropriate MCO. However, owners may transfer a claim immediately, and still be eligible for FRV under approved conditions.
- (5) Within 2 years of delivery: Owner has the right to file their claim up to 2 years from delivery. If the claim is filed after 9 months from delivery but before 2 years from delivery, the owner is only entitled to depreciated value of the items as per these business rules.

7. High Value Items and High Risk Inventories

- a. High value items are limited to currency, coins, jewelry, silverware and silver service sets, crystal, figurines, furs, objects of art, computer software programs, manuscripts, comic books, baseball cards, stamps, and other collectable items or rare documents that have a value in excess of \$100 per pound. For purposes of determining the NTS TSP liability, all such items shall be deemed to weigh at least one pound. A collection of compact disks (CDs) and digital video disks (DVDs) will not be considered high value items. However, individual CDs or DVDs with a value in excess of \$50 will be considered a high value item.
- b. The NTS TSP liability for high value items shall be limited to \$100 per pound of the article, if the owner fails to inform the NTS TSP that such items are included in the shipment after the NTS TSP asks the owner, in writing, to list any such items in the above categories that will be included in the shipment. In order to account for such items, and in order to facilitate special handling of such items, the NTS TSP may use a separate high-risk inventory. Items such as CD's, video tapes and DVDs, that do not qualify as high value items for purposes of this provision limiting liability may be included on a high risk inventory.
- c. A high risk/high value inventory form, even if it is signed by the owner upon delivery and fails to note any shortage at delivery, will normally be treated like any other inventory for purposes of determining whether there was any loss or damage in transit. The Notice of Loss or Damage AFTER Delivery Form that gives the NTS TSP notice of later discovered loss or damage would overcome the presumption of correct delivery, even of high value items listed on a special inventory, unless the following conditions are met:
 - (1) If the high risk/high value inventory form has a block to denote delivery, the owner must initial each block for each item. A check mark, or an "x", is not sufficient.
 - (2) The high risk/high value inventory form must contain a warning, in bold type larger than any other type on the form, that if the owner notes on this inventory that an item

was delivered, he or she may never claim that the item was missing with either the NTS TSP or with a MCO.

- (3) The NTS TSP or delivering TSP must attest in writing that, just prior to departure from the residence, the NTS TSP or delivering TSP and the owner opened all containers in which the high risk/high value items were packed; that they removed the items from the containers; that they physically inspected each item; and that the NTS TSP or delivering TSP advised the owner of the consequences of signing the high risk/high value inventory form.

8. Settlement of Loss and Damage Claims

- a. On loss and damage claims, the NTS TSP shall pay, deny, or make an offer within 60 days of receipt of a complete, substantiated claim.
- b. The NTS TSP will complete payment to the owner within 30 days of receipt of notice that the owner has accepted a full or partial settlement.
- c. In those cases where more than one independent TSP or NTS TSP may be responsible for the loss or damage, the TSP or NTS TSP that receives a claim from the delivery TSP, the 60 day period for payment, denial or a final written offer will begin on receipt of the claim from the delivery TSP, not on the date that the delivery TSP originally received the claim.
- d. If goods have been in the custody of one or more TSP's or a warehouse that are not agents of the delivering TSP (e.g. delivery out of NTS by other than the NTS TSP) then the nine month limit for obtaining FRV and the two year limit for filing the claim are met for all TSP's and the NTS TSP in the chain of custody, if the claim is filed with the delivering TSP within the nine month or two year time limit. If the delivering TSP believes that some of the loss or damage occurred while the goods were in the custody of a prior TSP or NTS TSP, then the delivering TSP must forward the claim to the prior TSP with the documents or other evidence that establish the prior TSP or NTS TSP liability. The delivering TSP must also advise the owner of the date the claim was forwarded, the items for which the delivery TSP is denying liability and the address and telephone number of the prior TSP or NTS TSP to which the claim was forwarded. Filing with the delivery TSP will also satisfy any requirement for all TSP's and NTS TSP in the chain of custody that a claim must be filed directly with a TSP to entitle the owner to settlement on the basis of FRV.

9. Exceptions to Filing Claims Directly with the TSP

- a. Filing with the delivery TSP will satisfy the requirement for all TSPs and NTS TSP in the chain of custody that a claim must be filed directly with a TSP to entitle the owner to settlement on the basis of FRV. Exceptions to the requirement that the owner file directly with the TSP will be granted on a case-by-case basis, in writing, by the MCO. Some examples of exceptions are:
 - (1) No access to a telephone or fax machine.
 - (2) Claims for deceased owners (Bluebark) involving surviving family customers not familiar with the claims process.
 - (3) Language barriers in the claims filing process.

G. ANNUAL DOCUMENTATION REQUIREMENT

The NTS TSP shall furnish all required documentation listed in Attachment 6 prior to the date indicated.

H. POSSESSION OF THIS TOS

The NTS TSP shall possess a copy of this TOS, including modifications, which will be readily available for Department of Defense inspectors. The NTS TSP is responsible for ensuring that his employees are familiar with the provisions (with modifications) of this TOS.

I. SUBCONTRACTING

The NTS TSP shall not subcontract with other persons or firms for the performance of any service ordered under this TOS unless prior written approval has been received from the RPM.

J. REPORTING PROCEDURES FOR LOSS AND DAMAGE

1. Upon delivery of the personal property, it is the responsibility of the NTS TSP to provide the customer 3 copies of Attachment 7, Notification of Loss/Damage AT Delivery and Attachment 8, Notification of Loss/Damage AFTER Delivery forms and to obtain the customer's signature on the preceding documents. Jointly with the customer, loss of or damage to the personal property shall be noted at the time of delivery on the Notification of Loss/Damage AT Delivery form. A copy of the completed Notification of Loss/Damage AT Delivery form shall also be provided by the NTS TSP to the PPSO within 30 days of the date of delivery of personal property to the customer. . For later discovered loss or damage, including that involving packed items for which unpacking has been waived in writing, written documentation on the Notification of Loss/Damage AFTER Delivery Form advising the NTS TSP of later discovered loss or damage, dispatched not later than 75 days following delivery, shall be accepted by the NTS TSP as overcoming the presumption of the correctness of the delivery receipt.
2. The NTS TSP's failure to provide the Notification of Loss/Damage AT Delivery and the Notification of Loss/Damage AFTER Delivery Form and to have proof thereof will eliminate any requirement for notification to the NTS TSP by the customer. Written notice using the Notification of Loss/Damage AT Delivery and the Notification of Loss/Damage AFTER Delivery Forms is not required by the NTS TSP in case of major incidents described by provision C-7(d), which requires the NTS TSP to notify the RPM and appropriate PPSO of the details of fires, vandalism, and similar incidents which produce significant loss, damage or delay.
3. Loss of or damage to personal property discovered more than 75 days after the date of delivery will be presumed not to have occurred while the property was in possession of the NTS TSP unless good cause for the delay is shown, such as the officially recognized absence or hospitalization of the customer during all or a portion of the period of 75 days from the date of delivery.
4. The NTS TSP will be deemed to have waived the right to inspect if:
 - a. Exceptions were taken at time of delivery and the NTS TSP 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 NTS TSP fails to inspect within 45 days from the date of such dispatch or 75 days from the date of delivery, whichever is later.
5. No claim shall be denied due solely to NTS TSP's lack of opportunity to inspect prior to repair when the nature of the damaged item, such as a refrigerator, washer, dryer, or television, required immediate repair.
6. The 120 day period within which NTS TSP must settle a claim for loss or damage does not commence until receipt of a formal claim.
7. It is agreed that the claim will be limited to the items indicated on the Notification of Loss/Damage AT Delivery and Notification of Loss/Damage AFTER Delivery Forms 1, except as indicated above. The claim for loss and/or damage shall not be limited to the general description of loss or damage to those items noted on these forms.

K. SIC CODE AND SMALL BUSINESS SIZE STANDARD

1. The standard industrial classification (SIC) code for this acquisition is 4214.
 - a. The small business size standard is \$18.5 million dollars.
 - b. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture is 500 employees.

PART III - ELECTRONIC BILL PAYMENT

A. PAYMENT PROCESS

1. Payments by the Government under this TOS, including invoice, will be made via PowerTrack. PowerTrack is the payment and transaction system for all TSPs handling DoD personal property. All TSPs wishing to perform transportation and/or storage related services for the DoD must have and maintain a trading partner agreement with US Bank and be PowerTrack certified for the electronic payment of commercial transportation services prior to applying for approval. Failure to execute and maintain this agreement and certification will result in a TSP's removal from the program.
2. The PowerTrack Help Desk can be reached at 866-561-6930 for Domestic services and 0-800-101-5396 for International services. These numbers are available 24 hours a day, 7 days a week. The email address is PowerTrack@USBank.com. The subject line should contain "HHG" when contacting PowerTrack via email. Additional information on PowerTrack is available at: <https://www.usbank.com/powertrack>.
3. In the event that invoice payments cannot be processed via PowerTrack, payments must be processed in accordance with the Electronic Funds Transfer procedures outlined in Attachment 9.

Part IV - CLAUSES

- A. Applicable Clauses -This TOS incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the RPM will make their full text available. The following Federal Acquisition Regulation (FAR) clauses may be applicable:

FAR Clause 52.222-41 Service Contract Act of 1965, as amended (July 2005)

B. EXTRAS

1. Except as otherwise provided in this TOS, payment for extra services must be approved by the PPSO in DPS.

DRAFT

| SERVICE ORDER FOR PERSONAL PROPERTY | | | | | | | | | |
|---|--------------------------|----------------------------|------------------------------------|--|---|---|----------------------|---------------------------|-------------------------------|
| 1. TO (Contractor) | | | | | 2. FROM (Ordering Office) | | | | |
| a. NAME | | | | | a. NAME | | | | |
| b. ADDRESS (Street, City, State, ZIP Code) | | | | | b. ADDRESS (Street, City, State, ZIP Code) | | | | |
| 3. THIS SERVICE ORDER IS ISSUED AND AN ORDER IS HEREBY PLACED WITH YOU, ACCEPTING YOUR OFFER (ORAL OR WRITTEN) FOR SERVICES ON (enter date) _____, SUBJECT TO THE PROVISIONS OF THE BELOW-NUMBERED BASIC ORDERING AGREEMENT FOR THE FOLLOWING SERVICES: | | | | | | | | | |
| a. SCAC CODE | | b. FEDERAL AGENCY | | c. APPROPRIATION IDENTITY | | d. BASIC ORDERING AGREEMENT NUMBER | | e. MODIFICATION NUMBER | |
| f. SERVICE ORDER NUMBER | | | g. LOT NUMBER | | h. LOCATION OF PROPERTY (Street, City, State, ZIP Code) | | | | |
| (1) OLD | | | | | | | | | |
| (2) NEW | | | | | | | | | |
| i. ESTIMATED STORAGE PERIOD | | j. PICK-UP DATE (YYYYMMDD) | | | k. STORAGE EXPIRATION DATE (YYYYMMDD) | | l. ESTIMATED WEIGHT | | m. WEIGHT IN STORAGE (ACTUAL) |
| n. OWNER | | | | | | | | | |
| (1) NAME (Last, First, Middle Initial) | | | | | (2) PERMANENT ADDRESS (Street, City, State, ZIP Code) | | | | |
| (3) PAY GRADE | | | (4) SSN | | | | | | |
| 4. NEW ACCOUNTS - SERVICES ORDERED | | | | | | | | | |
| a. PACKING ITEM I | b. SPECIAL SERVICES | | | (2) EXPENSIVE/VALUABLE ITEM - ITEM IIB | | c. DRAYAGE-IN ITEM III | | d. HANDLING-IN ITEM IV | e. STORAGE ITEM V |
| | (1) WARDROBE - ITEM IIA | | | | | | | | |
| RATE | NO. | RATE | NO. | RATE | ZONE | RATE | RATE | RATE | RATE |
| \$ | | \$ | | \$ | | \$ | \$ | \$ | \$ |
| 5. REMOVAL ACTIONS | | | | | | | | | |
| a. APPROPRIATION IDENTITY | | | b. STORAGE REMOVAL DATE (YYYYMMDD) | | | c. DELIVERY ADDRESS (Street, City, State, ZIP Code) | | | |
| d. SERVICES ORDERED | | | | | | | | | |
| (1) HANDLING IN ITEM IV | (2) HANDLING OUT ITEM VI | (3) DRAYAGE-OUT ITEM VII | | (4) UNPACKING ITEM VIII | (5) WEIGHT REHANDLED | (5) WEIGHT REMOVED | (5) WEIGHT REMAINING | | |
| RATE | RATE | ZONE | RATE | RATE | | | | | |
| \$ | \$ | | \$ | \$ | | | | | |
| 6. REMARKS | | | | | | | | | |
| 7. SPECIAL INSTRUCTIONS | | | | | | | | | |
| a. MAIL INVOICES TO: | | | | | | | | | |
| b. STORAGE AUTHORITY: | | | | | | | | | |
| c. MAXIMUM WEIGHT CHARGEABLE TO GOVERNMENT | | | | | LBS. Weight in excess of such maximum will be charged to the owner. | | | | |
| d. ESTIMATED COST OF THE SERVICES IS \$ _____ . You are not to perform any service which will result in contract costs in excess of the above sum, unless authorized in writing by the ordering officer. | | | | | | | | | |
| e. ACCOUNTING CLASSIFICATION: | | | | | | | | | |
| 8. CERTIFICATION (To be completed by Ordering Office) Commercial storage has been determined to be more economical than government storage. | | | | | | | | | |
| a. TYPED NAME (Last, First, Middle Initial) | | | b. TITLE | | | c. SIGNATURE | | d. DATE SIGNED (YYYYMMDD) | |

DD FORM 1164, SEP 1998 (EG)

PREVIOUS EDITION IS OBSOLETE.

COPY DESIGNATION:

| | | | | | |
|---|----------|--------------------------|---|--------------------------|---|
| <input type="checkbox"/> | Original | <input type="checkbox"/> | 2 | <input type="checkbox"/> | 3 |
| (X) <input checked="" type="checkbox"/> | 4 | <input type="checkbox"/> | 5 | <input type="checkbox"/> | 6 |
| | | | | <input type="checkbox"/> | 7 |

Designed using Perform Pro, WHS/DIOR, Sep 98

Attachment 1 - DD Form 1164, Service Order for Personal Property

Attachment 2 – DD Form 788-2, Private Vehicle Shipping Document for Motorcycle

DRAFT

CONDITIONS GOVERNING SHIPMENT

I UNDERSTAND AND ACCEPT THE TERMS UNDER WHICH THIS VEHICLE WILL BE TRANSPORTED OVERSEAS AS SET FORTH IN EXISTING REGULATION, i.e.:

1. That only one (1) privately-owned vehicle is being transported overseas under permanent change of station orders for the owner and/or his family as personal property, and that it is free of any legal encumbrance that would preclude its shipment and is not intended for resale. Owner must also retain a second (extra) set of keys.

2. That this vehicle contains no personal property in excess of that authorized in regulations of the Service concerned. I further understand that personal property shipped will only include those items that can fit in the container normally provided for vehicular tools and accessories.

(3) That no land transportation is authorized at Government expense except as specified in Section 12 of the Missing Persons Act, as amended, and 10 USC Section 2634(a).

(4) That failure of the owner to provide sufficient permanent type antifreeze to protect the cooling system to minus 20 degrees F (or lower if determined to be necessary by the shipping port) relieves the Government of any liability for damage due to freezing.

THIS CERTIFICATE constitutes authority for the placing in available storage chosen by the port, at the complete expense of the owner and at no cost whatsoever to the Government, the vehicle herein property of above named owner, (1) by the port of embarkation in the event that shipment of privately-owned vehicles therefrom is suspended or terminated because of a national emergency, and (2) by the port of debarkation in the event that the vehicle is not picked up by the owner or his agent within forty-five (45) days after dispatch of the notification of its arrival.

I further understand that should the vehicle be placed in such storage, the Government, thenceforth, would not be responsible for its release or return to the owner or agent.

37. DELIVERY RECEIPT

a. EXCEPTIONS

| | |
|---------------------|--|
| <p>(1) BY OWNER</p> | <p>(2) VERIFICATION OR DISAGREEMENT WITH REASONS</p> |
|---------------------|--|

b. TERMINAL SERVICE - PICKUP (*X as applicable. If unsatisfactory, specify.*)

SATISFACTORY
 UNSATISFACTORY

38. MISCELLANEOUS INFORMATION

39. I HEREBY ACKNOWLEDGE RECEIPT OF MY VEHICLE IN THE CONDITION IN WHICH I TURNED IT IN TO THE U.S. GOVERNMENT REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED ABOVE.

| | |
|--|----------------------------------|
| <p>a. SIGNATURE OF OWNER OR AGENT</p> | <p>b. DATE (YYYYMMDD)</p> |
|--|----------------------------------|

| | |
|---|--------------------------------|
| <p>40. SIGNATURE OF VERIFYING U.S. GOVERNMENT REPRESENTATIVE</p> | <p>41. NAME OF PORT</p> |
|---|--------------------------------|

Attachment 2 – DD Form 788-2, Private Vehicle Shipping Document for Motorcycle (con't)

| CERTIFICATE OF WAREHOUSEMEN'S LEGAL LIABILITY INSURANCE <small>(DOD Directive 4500.9R)</small> | | |
|--|--|-------------------------------------|
| This is to certify that a policy is now in force and includes insurance for Warehousemen's Legal Liability as required for property and accepted and stored under a Tender of Service with any governmental agency under Public Law 87-649 (or any other subsequent to Public Law 245) is provided in an amount not less than \$4.00 times the number of pounds in storage at the time of loss subject to the limit(s) of liability specified below. A minimum per lot limit of liability of \$4.00 times the net weight of the lot is mandatory. | | |
| <i>Type all information except signature.</i> | | |
| 1. INSURANCE COMPANY | 2. NON-TEMPORARY STORAGE (NTS) TRANSPORTATION SERVICE PROVIDER (TSP) | |
| a. NAME | a. NAME | |
| b. ADDRESS <i>(Number, Street, City, State and ZIP Code)</i> | b. ADDRESS <i>(Number, Street, City, State and ZIP Code)</i> | |
| 3. POLICY NUMBER | 4. EFFECTIVE DATE (YYYYMMDD) <i>(12:01 a.m. Standard Time at the place of issuance and continuing until cancelled as provided for in paragraph 5 below.</i> | |
| 5a. ADDRESS OF WAREHOUSE | 5b. LIMIT OF LIABILITY | |
| (1) | \$ | |
| (2) | \$ | |
| (3) | \$ | |
| <p>Deductions under this policy are applied on an occurrence basis and shall not exceed \$100.00. Deductible amount: \$_____.</p> <p>If the NTS TSP may be liable, the company may be liable. If the NTS TSP cannot or does not handle a claim, the company assumes responsibility to see that the claim receives prompt attention, including the determination of the contractor's liability, and payment in full to the extent of that liability.</p> <p>Lack of cooperation from the NTS TSP for any reason (including NTS TSP bankruptcy) is no defense. If necessary, the company shall seek from the claimant affidavits or other supporting documentation to permit a determination of liability.</p> <p>When requested by the Regional Program Manager, the company will provide, within (30) days, a duplicate original of said policy and all endorsements thereto. The Regional Program Manager reserves the right to reject certificates of insurance from insurance companies if they fail to provide adequate protection.</p> <p>This certificate may not be cancelled without cancellation of said policy. Such cancellation or any material change may be effected by the company or the NTS TSP only by giving thirty (30) days notice in writing to the:</p> <p>RSMO: _____</p> <p>Such notice will commence to run from the date said notice is actually received.</p> <p>Insurance and surety companies must be legally authorized to issue policies of warehousemen's legal liability insurance in each state that the NTS TSP s authorized to operate or be authorized to issue such policies in the state in which the NTS TSP has its principal place of business. The underwriter of warehousemen's legal liability insurance must have a policyholder's rating of "A" or better in <u>Best's Insurance Guide</u>.</p> | | |
| ISSUING OFFICE | | |
| 6a. NAME OF INSURANCE COMPANY/UNDERWRITER/AGENT | b. ADDRESS <i>(Number, Street, City, State, and ZIP Code)</i> | |
| c. TELEPHONE NUMBER <i>(Include area code)</i> | | |
| 7a. NAME OF AUTHORIZED INSURANCE COMPANY REPRESENTATIVE | b. SIGNATURE | c. DATE SIGNED (YYYYMMDD) |

DD FORM 2787, SEP 1998 (EG)

REPLACES MT form 365-R, Nov 96
 WHICH IS OBSOLETE

ATTACHMENT 3

WAREHOUSE LOCATOR SHEET

DATE: _____

Name/Rank _____

SIT NTS OSL CIV OTHER _____

Service Order # _____ Lot # _____

Tag/Sticker Color & Lot # _____

Issuing Activity/Company _____

Whse Address: _____

| INVENTORY # | SEGREGATED ITEM NAME & DESCRIPTION | LOCATION IN WAREHOUSE | WIRE TAG ? |
|-------------|------------------------------------|-----------------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

BINGO CARD APPLIES TO PALLET/VAULT/BOX # _____

| | | | | | | | | | |
|---|----|----|----|----|----|----|----|----|----|
| 0 | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 |
| 1 | 11 | 21 | 31 | 41 | 51 | 61 | 71 | 81 | 91 |
| 2 | 12 | 22 | 32 | 42 | 52 | 62 | 72 | 82 | 92 |
| 3 | 13 | 23 | 33 | 43 | 53 | 63 | 73 | 83 | 93 |
| 4 | 14 | 24 | 34 | 44 | 54 | 64 | 74 | 84 | 94 |
| 5 | 15 | 25 | 35 | 45 | 55 | 65 | 75 | 85 | 95 |
| 6 | 16 | 26 | 36 | 46 | 56 | 66 | 76 | 86 | 96 |
| 7 | 17 | 27 | 37 | 47 | 57 | 67 | 77 | 87 | 97 |
| 8 | 18 | 28 | 38 | 48 | 58 | 68 | 78 | 88 | 98 |
| 9 | 19 | 29 | 39 | 49 | 59 | 69 | 79 | 89 | 99 |

| PALLET/VAULT/BOX # | LOCATION IN WAREHOUSE |
|--------------------|-----------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 100 | 110 | 120 | 130 | 140 | 150 | 160 | 170 | 180 | 190 |
| 101 | 111 | 121 | 131 | 141 | 151 | 161 | 171 | 181 | 191 |
| 102 | 112 | 122 | 132 | 142 | 152 | 162 | 172 | 182 | 192 |
| 103 | 113 | 122 | 133 | 143 | 153 | 163 | 173 | 183 | 193 |
| 104 | 114 | 124 | 134 | 144 | 154 | 164 | 174 | 184 | 194 |
| 105 | 115 | 125 | 135 | 145 | 155 | 165 | 175 | 185 | 195 |
| 106 | 116 | 126 | 136 | 146 | 156 | 166 | 176 | 186 | 196 |
| 107 | 117 | 127 | 137 | 147 | 157 | 167 | 177 | 187 | 197 |
| 108 | 118 | 128 | 138 | 148 | 158 | 168 | 178 | 188 | 198 |
| 109 | 119 | 129 | 139 | 149 | 159 | 169 | 179 | 189 | 199 |

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 200 | 210 | 220 | 230 | 240 | 250 | 260 | 270 | 280 | 290 |
| 201 | 211 | 221 | 231 | 241 | 251 | 261 | 271 | 281 | 291 |
| 202 | 212 | 222 | 232 | 242 | 252 | 262 | 272 | 282 | 292 |
| 203 | 213 | 223 | 233 | 243 | 253 | 263 | 273 | 283 | 293 |
| 204 | 214 | 224 | 234 | 244 | 254 | 264 | 274 | 284 | 294 |
| 205 | 215 | 225 | 235 | 245 | 255 | 265 | 275 | 285 | 295 |
| 206 | 216 | 226 | 236 | 246 | 256 | 266 | 276 | 286 | 296 |
| 207 | 217 | 227 | 237 | 247 | 257 | 267 | 277 | 287 | 297 |
| 208 | 218 | 228 | 238 | 248 | 258 | 268 | 278 | 288 | 298 |
| 209 | 219 | 229 | 239 | 249 | 259 | 269 | 279 | 289 | 299 |

VAULTED BY: _____

300 NOTES: _____

Sample
Segregated
Item Tag.

NAME / RANK: _____

LOT NUMBER: _____

INVENTORY
ITEM NUMBER: _____

SERVICE ORDER
NUMBER: _____

ATTACHMENT 5

Attachment 5 – Warehouse Locator Sheet

ANNUAL REVIEW REQUIREMENTS

AS STATED IN PART I, PARAGRAPH A.4, THIS TENDER OF SERVICE SHALL BE REVIEWED, AS A MINIMUM, ANNUALLY. IN ORDER TO ACCOMPLISH THIS REVIEW, THE NTS TSP SHALL FURNISH THE FOLLOWING INFORMATION AND DOCUMENTS TO THE REGIONAL PROGRAM MANAGER NO LATER THAN 01 OCTOBER OF EACH YEAR:

- A. A COPY OF THE LATEST COMPLETE FISCAL YEAR (12 MONTH) FINANCIAL STATEMENT (BALANCE SHEET AND PROFIT AND LOSS STATEMENT), CERTIFIED BY EITHER AN INDEPENDENT PUBLIC ACCOUNTANT OR AN OFFICAL OF THE FIRM, THAT IT TRULY AND FULLY SETS FORTH THE FINANCIAL CONDITION OF THE FIRM. THE STATEMENT MUST BE IN A FORMAT CONSISTENT WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. "CASH BASIS" STATEMENTS ARE UNACCEPTABLE.
- B. A CERTIFICATE OF INSURANCE IN EFFECT (REFERENCE PART I, PARAGRAPH H.8 & ATTACHMENT 3). IF THE PRESENT CERTIFICATE ON FILE WITH THE REGIONAL STORAGE MANAGEMENT OFFICE (RSMO) IS ACCURATE, A NEW CERTIFICATE IS NOT REQUIRED.
- C. A STATEMENT AS TO WHETHER OR NOT THERE HAVE BEEN ORGANIZATIONAL CHANGES WITHIN THE FIRM (E.G., CHANGE OF NAME, OWNERSHIP, OFFICERS, CORPORATE STRUCTURE, ETC.) DURING THE PREVIOUS YEAR AND, IF SO, WHAT THE CHANGES WERE. AN AUTHENTICATED COPY OF THE MINUTES OF EACH CORPORATE MEETING DURING WHICH THE CHANGE (S) WAS/WERE EFFECTED OR APPROVED SHALL BE FURNISHED WITH SUCH NOTIFICATION, WHEN APPLICABLE (REFERENCE PART I, PARAGRAPH H.6).
- D. A COPY OF A LEASE IN EFFECT AND/OR EVIDENCE OF OWNERSHIP (E.G., TAX RECEIPT) FOR EACH STORAGE LOCATION APPROVED UNDER THE TENDER OF SERVICE. IF PRESENT LEASE ON FILE WITH THE RSMO IS CURRENT, A NEW LEASE IS NOT REQUIRED.

ATTACHMENT 6 – Annual Review Requirements

**DEFENSE PERSONAL PROPERTY PROGRAM (DP3)
NOTIFICATION OF LOSS OR DAMAGE AT DELIVERY**

COMPLETED BY TSP:

NAME OF OWNER _____ RANK/GRADE _____ BRANCH OF SERVICE _____ WEIGHT _____
 PICK UP DATE _____ TSP REFERENCE NO. _____ SCAC _____ Pick UP Date _____ IS THIS A PARTIAL DELIVERY (Y or N)? _____
 BL NO. _____

PURPOSE AND GENERAL INSTRUCTIONS:

- To provide the Transportation Service Provider (TSP) notice of loss or damage discovered AT the time of delivery.
- The customer (or their designated representative) and the TSP's delivery representative must jointly complete this document.
- List in **NOTED LOSS AND/OR DAMAGE** section below all damage and missing items noticed before TSP's representative departs.
- **DO NOT leave blank. If no loss or damage is discovered at the time of delivery, write "NONE" in DESCRIPTION OF DAMAGE.**
- **THIS DOES NOT CONSTITUTE "FILING A CLAIM". CLAIM MUST BE FILED VIA DPS CLAIMS MODULE – <http://www.move.mil/>.**

NOTED LOSS AND/OR DAMAGE

If more than one page is needed, include your name, Bill of Lading No. and number the Page ____ of Page ____ on each page used.

| INVENTORY NO. | ITEM | DESCRIPTION OF DAMAGE (If missing, so specify.) (Electronic items, provide brand & model number) |
|---------------|------|--|
| | | |
| | | |
| | | |
| | | |

NOTE: TSP is responsible for one-time placement of items during delivery. If requested, the TSP will unpack and remove cartons to the customer's satisfaction. Member requested unpacking and removal of cartons? YES _____ NO _____

PLEASE READ CAREFULLY BEFORE SIGNING --THIS IS CUSTOMER'S NOTIFICATION OF LOSS AND/OR DAMAGE AT DELIVERY

By signing below, Customer acknowledges receipt of:

- One (1) copy of this NOTIFICATION OF LOSS OR DAMAGE AT DELIVERY and one (1) copy of the NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY.

Customer understands that he/she:

- **Will receive from the delivering TSP a "NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY" document to identify loss or damage found after delivery. This notification document will provide instructions on how to file a claim on-line.**
- Can provide notification to the TSP within 75 days by entering the information from the AFTER Delivery document into the DPS on-line claims module or mail NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY document to the TSP by certified return receipt, fax or electronic dispatch.
- Will NOT be eligible for loss or damage recovery by the TSP or Government for any item not identified within 75 day period after delivery.

| | |
|--|---|
| Received for Delivery at: Street Address _____ City _____ State _____ Zip _____ Telephone Number _____ Customer Email _____ Signature of Customer _____ Delivery Date _____ (or his/her designated representative) | Name/Address of Transportation Service Provider (TSP) TSP Email: _____ Toll-Free Telephone Number _____ Fax Number _____ Delivering TSP Signature _____ Date _____ |
|--|---|

**DEFENSE PERSONAL PROPERTY PROGRAM (DP3)
NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY**

INSTRUCTIONS TO CUSTOMER (OR HIS/HER DESIGNATED REPRESENTATIVE):

- You have up to 75 days to inspect your property, note all loss and damage not previously discovered and reported at the time of delivery and provide notice to the Transportation Service Provider (TSP).
- The preferred method of submission to the TSP is via the DPS on-line Claims Module--see instructions in Section A.
- If you are unable to file on-line you may give written notice of loss and damage following the instructions in Section B. If TSP is not notified within 75 days, you may lose any potential monetary recovery for your loss and damage.
- This is only notification to the TSP of your loss or damage—**THIS DOES NOT CONSTITUTE FILING YOUR CLAIM.**
- For information about filing a claim against the TSP, see Section C below.
- If you have any questions about completing this document, contact the TSP or Military Claims Office (MCO) or locate your Service Military Claims website at www.move.mil (under DOD Customer tab).

SECTION A --DPS ON-LINE NOTIFICATION

- On-line notification can be completed via the internet by accessing DPS via "<http://www.move.mil/>."
- You must notify TSP in DPS by midnight GMT of the 75th day following delivery to be eligible for Full Replacement Value.
- If you submit this notice on-line via the DPS claims module, you **DO NOT** need to complete Section B.

SECTION B --WRITTEN NOTIFICATION

- If you are unable to provide notice on-line via DPS, you may fill out this section and send it to the TSP.
- This NOTIFICATION OF LOSS OR DAMAGE **AFTER** DELIVERY must be mailed by certified return receipt, faxed or emailed to the TSP identified below by midnight GMT of the 75th day following delivery.
- Keep a copy of this document and certified mail receipt for your records as proof it was sent to the TSP within 75 days.
- If more than one page is needed, please include your name, Bill of Lading No. and number of pages on each supplemental page used.
- **USE ONLY BALLPOINT PEN OR INDELIBLE INK.**

NOTICE TO TSP: You are hereby notified the customer (or their designated representative) intends to present a claim for the loss and/or damage as noted on the NOTIFICATION OF LOSS OR DAMAGE AT DELIVERY and this document. You are hereby extended the opportunity to inspect the property.

| Inventory NO. | Item | Description OF Damage (If missing, so specify.) (Electronic item, provide brand & model number) |
|---------------|------|--|
| | | |
| | | |
| | | |
| | | |

CUSTOMER SIGNATURE
(OR THEIR DESIGNATED REPRESENTATIVE)

DATE OF DELIVERY

SECTION C --FILING A CLAIM AGAINST THE TSP

- With limited exceptions, to receive Full Replacement Value for eligible loss and damage, you **MUST** file your claim online via the DPS Claims Module within 9 MONTHS of your property's delivery.
- To submit your claim to the TSP who shipped your personal property, access DPS at <http://www.move.mil/> and follow instructions for filing a claim.
- You do not need repair estimates to enter your claim in DPS.
- **If you choose not to file your claim in DPS, you may file a claim directly with your servicing MCO; however, you will not be eligible for full replacement value and will be responsible for obtaining repair estimates.**
- For ANY questions about filing a claim, contact your servicing MCO.

Delivery Date _____ BL _____:

Street Address _____

City State Zip _____

Telephone Number or Email _____

Customer's Name (PRINT) _____

Signature of Customer _____ Date _____
(or their designated representative)

SEND TO:

Name/Address of Transportation Service Provider (TSP):

ELECTRONIC FUNDS TRANSFER PAYMENT PROCESS

a. Method of Payment. Payments by the Government under this contract, including invoice and contract financing 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. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

b. Mandatory submission of NTS TSP EFT information.

(1) The NTS TSP is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the NTS TSP certifies in writing to the payment office the NTS TSP does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the NTS TSP shall provide EFT information as described in paragraph (d) of this clause.

(2) If the NTS TSP provides EFT information applicable to multiple contracts, the NTS TSP shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

c. NTS TSP EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the NTS TSP shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the NTS TSP shall provide a separate notice to each office. In the event that the EFT information changes, the NTS TSP shall be responsible for providing the changed information the designated payment office(s).

d. 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 NTS TSP shall provide the following information for both methods in a form acceptable to the designated payment office. The NTS TSP may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The NTS TSP's name and remittance address, as stated in the contract, and account number at the NTS TSP's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the NTS TSP official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the NTS TSP's financial agent.

(ii) NTS TSP's account number and the type of account (checking, savings, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the NTS TSP's financial agent.

(ii) If the NTS TSP'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 NTS TSP shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

e. Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the NTS TSP or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) 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 NTS TSP 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 the Prompt Payment clause of this contract, the NTS TSP's request for suspension shall extend the due date for payment by the number of days of the suspension.

f. NTS TSP EFT arrangements. The NTS TSP shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The NTS TSP shall pay all fees and charges for receipt and processing of transfers.

g. Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the NTS TSP-provided EFT information in the correct manner, the Government remains responsible for:

- (i) making a correct payment,
- (ii) paying any prompt payment penalty due and
- (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because NTS TSP-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –

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

(ii) 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 (e) of this clause.

h. EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract 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.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the NTS TSP, 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 NTS TSP within 7 days after the Government is notified of the defective EFT information.

i. EFT and assignment of claims. If the NTS TSP assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the NTS TSP. EFT information which shows the ultimate recipient of the transfer to be other than the NTS TSP, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

j. Payment office discretion. If the NTS TSP does not wish to receive payment by EFT methods for one or more payments, the NTS TSP 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.

k. Change of EFT information by financial agent. The NTS TSP agrees that the NTS TSP's financial agent may notify the Government of a change to the routing transit number, NTS TSP account number, or account type. The Government shall use the changed date in accordance with paragraph (e)(2) of this clause. The NTS TSP agrees that the information provided by the agent is deemed to be correct information as if it were provided by the NTS TSP. The NTS TSP agrees that the agent's notice of changed EFT data is deemed to be a request by the NTS TSP in accordance with paragraph (e)(2) that no further payments be made until the payment office implements the changed EFT information.

Attachment 9 – Electronic Funds Payment Process