

# Defense Personal Property Program Domestic 400NG-2010 Tariff



## Personal Property Publication

Rules Governing the Interstate and Intrastate Movement of  
Personal Property for Department of Defense and the Coast  
Guard

Military Surface Deployment  
and Distribution Command

709 Ward Drive, Building 1990  
Scott Air Force Base, Illinois 62225

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## List of Changes

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1.0	Introduction page revised	October 21, 2004	0 & 8
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2.0	Removed Rand McNally Mileage Guide 18, replaced with 19. Item 31 – Deleted "All Motor Service To or From Alaska Cancelled – No Further Application" Added "Reserved For Future Use"; Item 130 - Clarified to read "Three or four-wheeled All Terrain Vehicles.;	Mar 17, 2009	26, 41
400NG-1	Editorial changes and clarification. Editorial change added -1 to 400NG to cover page. Editorial change added a more detailed table of content page. Item 17 Storage-In-Transit (SIT), para 1 – Verbiage changed for clarification. Added new SIT language. Item 16, Fuel Surcharge Verbiage added for clarification. Item 105, Part 3: Debris Removal Service a – Verbiage changed for clarification changed customer/employee to PPSO. Note: Because of adding a detailed table of content, fuel surcharge, and SIT verbiage, item numbers may have shifted and will appear on following pages, the table of content will reflect these changes.	June 18, 2009	Cover, 2, 21, 23 and 36
400NG-2010	Added channel definition; Editorial changes to the introduction, Application of tariff/rate; Addition of Items 8 and 10; Added language to the Fuel surcharge policy; Addition of 3 Notes to Attempted Delivery (Item 17-1); Issuing agents update, Item 18 (Governing Publications); Addition of Item 19 (Performance Periods); Clarification to Diversions (Item 28); Editorial changes to Application of Shuttle Services (Item 33); Addition of 3 notes to Third Party Service (Item 35); Clarification of GPA responsible parties, applicability, and effective date (Items 40 and 41); Addition of Item 47 (Offsets), edit on Item 48, Editorial changes to Part 2 Introduction; Addition of Item 105J Storage	Jan. 29, 2010	All changes denoted in red; Definition, Page 6-7; Item 1, Page 9, Item 8, Pages 22-23; Item 10, Page 23; Item 16, Page 24; Item 17-1, Page 27-28; Item 18, Pages 28-29; Item 19, Page 29; Item 28,

	<p>Inspection Fee, Clarifying language in Item 105 (Packing and unpacking) for Debris removal, crating service, overtime application, and flat screen televisions; Clarified Item 120 appliance servicing and waiting time; Clarification of Item 125 Shuttle service; Bulky article (Item 130) exceptions to transloading, flat screen TVs, upright pianos; Orig/Dest Service charge (Item 135), clarified items included in service; Overtime service (Item 175) added separate weight ticket and OT language; SIT P/D (Item 210) clarified applicable item codes; P/D Self storage, (Item 225) added separate weight ticket language; Item 1000 (abbreviations) added Origin rate area table; Surcharges, clarified BSC and CON requirements; Addition of Appendix A "Baseline files and How to"</p>		<p>Page 31; Item 33, Page 32; Item 35, Page 33; Item 40, Page 34-35; Item 41, Page 35; Item 47, Page 36; Part 2, Page 40; Item 105, Pages 42-44; Item 120, Pages 44-46; Item 125, Pages 46-47; Item 130, Page 47; Item 135, Page 48; Item 175, Page 49; Item 210, Page 50; Item 225, Page 51; Item 1000, Pages 52-53; Item 1001, Page 53-54; Appendix A, Page 57</p>
400NG-2010	<p>Definitions-Added Shorthaul and Linehaul factor; Item 19, Added Data Periods to clarify data pull time; Item 40- Corrected Series number, updated dates and computation breakdown; Item 105 -Note 7 -Added requirement for TSPs to remove the weight of any POV(s) included in the HHG shipment after weighing of the HHGs; Item 185- Verbiage changed for clarification. Added SIT language identifying charges based on block 18 of PPGGBL/BL.</p>	Mar 4, 2010	Pages 7, 30, 25, 43, 50

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### Reference Marks

<b><u>D</u></b>	Denotes <b>DELETION</b> .	<b><u>N</u></b>	Denotes <b>NO CHANGE</b> in rates
<b><u>A</u></b>	Denotes <b>INCREASES</b>	<b><u>C</u></b>	Denotes <b>CHANGE</b> which resulted in neither increases nor reductions in charges
<b><u>R</u></b>	Denotes <b>REDUCTIONS</b>		

### List of Acronyms

<b>CD</b>	<b>Compact Disk</b>	<b>HGB</b>	<b>Household Goods Carrier Bureau</b>
<b>CPI</b>	<b>Consumer Price Index</b>	<b>MCO</b>	<b>Military Claims Office</b>
<b>CPI-U</b>	<b>Consumer Price Index, for All Urban Consumers</b>	<b>N.A.D.A.</b>	<b>National Automobile Dealer's Association</b>
<b>CEU</b>	<b>Current Employment/Unemployment Index</b>	<b>MPCECA</b>	<b>Military Personnel and Civilian Employees Claims Act</b>
<b>CFR</b>	<b>Code of Federal Regulations</b>	<b>NTS</b>	<b>Non-Temporary Storage</b>
<b>BPC</b>	<b>Base Point City</b>	<b>POA</b>	<b>Power of Attorney</b>
<b>DTOD</b>	<b>Defense Table of Official Distances</b>	<b>POV</b>	<b>Privately Owned Vehicles</b>
<b>DoD</b>	<b>Department of Defense</b>	<b>PBP&amp;E</b>	<b>Professional Books Paper and Equipment</b>
<b>DOHA</b>	<b>Defense Office of Hearing and Appeals</b>	<b>PPSO</b>	<b>Personal Property Shipping Office</b>
<b>DPS</b>	<b>Defense Personal Property System</b>	<b>SDDC</b>	<b>Military Surface Deployment and Distribution Command</b>
<b>DVD</b>	<b>Digital Video Disk</b>	<b>SIT</b>	<b>Storage-in-Transit</b>
<b>DTR</b>	<b>Defense Transportation Regulation</b>	<b>TO</b>	<b>Transportation Officer</b>
<b>EPA</b>	<b>Economic Price Adjustment</b>	<b>TSP</b>	<b>Transportation Service Provider</b>
<b>FRV</b>	<b>Full Replacement Value</b>	<b>USPS</b>	<b>U.S. Postal Service</b>
<b>GPA</b>	<b>General Price Adjustment</b>		
<b>HHG</b>	<b>Household Goods</b>		

### Abbreviations

<b>ADD or ADD'L</b>	<b>Additional</b>	<b>Load/Unload</b>	<b>Loading or Unloading</b>	<b>SIT</b>	<b>Storage-in-Transit</b>
<b>A.M. or a.m.</b>	<b>Ante Meridian</b>	<b>NO.</b>	<b>Number</b>	<b>STB</b>	<b>Surface Transportation Board</b>
<b>CU. FT or cu ft</b>	<b>Cubic Foot</b>	<b>O/T</b>	<b>Overtime</b>	<b>UN/PK</b>	<b>Unpacking</b>
<b>CWT</b>	<b>Hundredweight</b>	<b>PACK/UNPACK</b>	<b>Packing or Unpacking</b>	<b>U.S.</b>	<b>United States</b>
<b>EA</b>	<b>Each</b>	<b>P/D</b>	<b>Pickup or Delivery</b>	<b>USPS</b>	<b>United States Postal Service</b>
<b>EX. P/D</b>	<b>Extra Pickup or Delivery</b>	<b>PK</b>	<b>Packing</b>		
<b>LB(S)</b>	<b>Pound(s)</b>	<b>P.M. or p.m.</b>	<b>Post Meridian</b>		

## Definitions

**Channel:** A unique combination of 3 elements (an origin rate area, a destination rate area, and a code of service) by which DoD solicits, and TSPs, file rates for movement of DoD Household Goods.

**Claimant:** The term “claimant” may mean either the owner, or the government, as either of these parties may be the one that files a claim against the Transportation Service Provider (TSP).

**Consignee:** The recipient to whom the personal property is addressed or consigned for final delivery.

**Consignor:** The person or activity that is the supplier or shipper of the product.

**Designated Agent:** The term designated agent shall mean a person that has legal Power of Attorney to make arrangements with the PPSO to ship, monitor SIT or receive the owner’s property.

**DoD-Approved Transportation Service Provider:** A TSP, which has met the requirements, established by SDDC, and has received a notice of acceptance into the Department of Defense (DoD) Personal Property Program. A TSP must have DoD approval before filing rates. Information regarding DoD approval can be obtained from the Commander, Surface Deployment and Distribution Command, Deputy Chief of Staff for Passenger & Personal Property, SDPP-PO, 709 Ward Drive, Building 1990, Scott Air Force Base, Illinois 62225, and Email [sddc.safb.ppqual@us.army.mil](mailto:sddc.safb.ppqual@us.army.mil).

**Linehaul factor (LF):** An additional transportation component that takes into account the varying transportation costs associated with each Service Area. LF is computed at both origin and destination (Blocks 18 and 19 of the GBL) and added to the total linehaul for each shipment. NOTE: This is subject to the Linehaul discount.

**Military Claims Office (MCO):** Any office designated by a military service to take in, process or adjudicate claims.

**Notices or Communications:** Required notices or communications shall be in the DoD’s Defense Personal Property System (DPS) whenever possible. Otherwise, when such communications are required to be “in writing,” they may be transmitted by mail, by telephonic facsimile, or by electronic mail.

**Owner:** The term “owner” pertains to the person (**customer/employee**) whose property is being shipped and whose name the property is stored under and shall mean the person who is entitled to a shipment at DOD expense, even if that person does not have formal legal title to all of the goods that are shipped, and shall include the owner’s agent/consignee, or, in the case of a deceased owner, the survivors or estate of the owner. Note: In the document the term “**Owner**” is interchangeable with “**customer/employee**”.

**Shipper:** Is technically the party that contracts with the TSP and pays for the shipment. In DPS the shipper is usually the **government** except for Self Procured moves.

**Shorthaul:** An additional transportation component for shipments moving 800 miles or less (via all modes combined) from ORIGINAL pickup to FINAL delivery and is measured as hundred weight-miles (CWTM). Determine CWTM by multiplying total shipment MILES times CWT.

**Transportation Service Provider (TSP):** Any party, person, agent or carrier that provides freight or passenger transportation and related services to an agency. In the case of Personal Property Qualification and Rate filing, the term TSP will apply to Motor Carrier, Freight Forwarder and Broker, as applicable.

**Code “D” – Domestic Household Goods:** Movement of Household Goods in a Motor Van or Container from origin residence in CONUS to destination residence in CONUS. The actual mode of service is at the discretion of Transportation Service Provider at no extra cost to the shipper.

## Introduction

Tariff 400NG serves as the principal DoD domestic tariff that governs the transportation of household goods (HHG), personal effects, property and other similarly defined articles in all points of the United States and District of Columbia with the exception of Hawaii. This tariff was developed by SDDC as part of Defense Personal Property Program, in partnership with all the military services and commercial industry associations. The tariff contains two components: (1) a printed tariff document that contains the governing rules and regulations and (2) an electronic rating engine used to compute the cost of individual shipments.

The electronic rating engine is part of the DoD's Defense Personal Property System (DPS) and its contents are made available by SDDC as an appendix to this tariff and posted online for review. These files comprise the 2010 DPS domestic rating engine and all underlying item codes and rates and are the sole source for DPS domestic rates to which linehaul and SIT discounts apply. SDDC does not endorse any 3rd party software or products that utilize these files to compute shipment costs and any discrepancy between such software and these posted rates is no fault of SDDC; only rates provided by SDDC will be the final authority for payment.

Tariff 400NG incorporates many of the commonly applied individual additional service charges into a single Origin/Destination Service Fee that applies along with the transportation charges in order to simplify the application of the tariff. The Tariff 400 NG uses Base Point Cities (BPC) and Rand McNally Mileage to rate shipments. Data from the National 3-digit zip code directory was used to establish the Base Point Cities and data from Rand McNally Mileage Guide 19 (MG 19) establishes the mileage between the Base Point Cities. There are currently 783 Base Point Cities. The Defense Table of Official Distances (DTOD) mileage shall only be used "key entry mileages" (manual lookup), i.e. when a shipment moves within the same BPC.

To rate a shipment correctly, you need to know the weight, pickup date, and origin and destination zip codes of the shipment. The electronic rating engine uses the 1<sup>st</sup> three digits of the origin and destination zip codes to establish the corresponding Base Point City at origin and destination. This information is provided by SDDC in the Appendix to this tariff. The rating engine then uses the weight of the shipment, the pick up date and the mileage between the origin and destination Base Point Cities to compute the baseline transportation line-haul cost. TSP Linehaul and SIT discounts apply to these baseline amounts. The charges apply on a seasonal basis; higher Peak Season charges apply on shipments picked up on May 15th through September 30th of each calendar year and these charges are incorporated into the rating engine.

## Transportation Charges

The transportation charge in this tariff includes the loading of the shipment at the point of origin, vehicle transportation to the point of destination, and the unloading of the shipment at destination, but does not include the Additional Services named in Sections 1 and 2 of the tariff.

The transportation charges apply for the transportation of HHGs between all points in the United States (except Hawaii). The charges apply between BPCs (in Alaska, the Mileage Guide distance is used to determine the applicable charges). The transportation and storage discounts that apply are based on the requested pickup date at the time the shipment is offered and accepted by the TSP. If a TSP negotiates a change in pickup date with the member the prevailing applicable rate will remain the one in effect on the requested pickup date at the time of shipment award (see Item 1). General Price Adjustments are determined by the government and, if applicable, will be announced with the issuance of this tariff and will be applicable effective the annual rate cycle (see Item 40).

# **Section 1 Rules and Regulations**

### Item 1 Application of Tariff/ Applicable Rate

1. This tariff applies for the transportation of household good shipments in all points in the United States and the District of Columbia with the exception of Hawaii.

This tariff is published and made available to all users. **The tariff contains two components:**

(1) a printed tariff that contains

- a) the governing rules and regulations and an explanation of the transportation charges and the additional services that apply,
- b) a printed spreadsheet containing all of the baseline charges comprising the tariff and

(2) an electronic rating engine programmed into the Defense Personal Property System (DPS) that calculates the transportation charges and the rates (discounts) that apply for additional services performed in the United States and then computes the cost of moving the shipments.

Refer to Appendix A of this tariff to compute the cost of an individual shipment(s).

#### 2. Applicable Rate

- a. **Blackouts:** When a Transportation Service Provider (TSP) has blacked out a channel in DPS the TSP will not be offered shipments for the defined time and traffic channel. Acceptance and movement of a shipment by the TSP over such traffic channel under a PPGBL shall constitute an agreement by the TSP to perform the transportation services at the original rate filed by the TSP.
- b. **Rate Not Filed:** If a TSP is offered and accepts a shipment over a traffic channel where the TSP does not have a valid rate on file, the TSP will move the shipment at the lowest prevailing rate for the traffic channel. If a TSP refuses a shipment in the case where they are offered a shipment for a channel in which they have no rate on file they will not be penalized for the refusal.
- c. **Change in pickup date:** If a TSP is offered and accepts a shipment over a traffic channel and later negotiates a change in the pickup date that crosses into a new annual rate cycle, , the TSP will move the shipment at the rate effective on the original requested pickup date.

#### 3. Operating Authority

In submitting individual rate records/tenders, the Transportation Service Provider represents to the Government that service shall be performed in accordance with the rules and regulations of this tariff and the Tender of Service (DTR, Part IV, Appendix U.R, as amended or superseded). The Transportation Service Provider also acknowledges possession of the required operating authority to transport household goods from, to, or between the places set forth in the Transportation Service Provider's individual rate records/tenders. SDDC reserves the right to place in nonuse or revoke any TSP found to have filed rates in a location in which they do not possess authority.

### Item 2 Liability

#### 1. Liability Limits for Loss or Damage

- a. The 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 TSP, or of any agent, employee, or subcontractor of the TSP. Liability on all shipments, whether domestic or international, will be determined in accordance with the Carmack Amendment to the Interstate Commerce Act, (Title 49, United States Code, Section 14706), except as otherwise provided in this tariff.
- b. If a claim is filed directly with the TSP within nine months of delivery, then the TSP's maximum liability on each domestic household goods (HHG) shipment will be:
  - 1) \$5,000 per shipment, or

- 2) \$4.00 times the net weight of the shipment, in pounds, not to exceed \$50,000, whichever is greater.
- c. On all other loss and damage claims asserted against the TSP, the TSP's maximum liability will be limited to \$1.25 times the net weight of the shipment, in pounds. For more information refer to the FRV guidelines posted on the SDDC website.
- d. Payments by the TSP to an owner for inconvenience claims will not be deducted from the TSP's maximum liability for loss or damage, but are a separate liability.

## 2. Full Replacement Value (FRV) Liability

When the owner files a claim with the TSP via DPS, or as indicated in Item 3, Paragraph 2 (Exceptions to filing in DPS) within nine months of delivery, the TSP is liable for the Full Replacement Value (FRV) of any lost or destroyed items.

If an owner submits a claim to a Military Claims Office (MCO) within nine months of delivery but wants it to be forwarded to the TSP for settlement, the owner will be instructed to file a claim in DPS within nine months of delivery. For paper claims subject to the exceptions in Item 3, Paragraph 2, and the claim will be forwarded within nine months of delivery and within 30 days of receipt by the MCO. If the TSP receives such a claim that has been forwarded by a MCO within nine months of delivery, the TSP will be liable for the full replacement value as stated in Item 2, Paragraph 3 below. If the TSP receives such 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 TSP will treat the claim as if it had been filed directly with the TSP within nine months and the TSP will be liable for full replacement value protection. On these claims, the TSP's liability is as follows (see also Item 2, Paragraph 1 – Liability Limits for Loss or Damage):

- a. For items that are damaged but not destroyed, the TSP will, at its option, either repair the items to the extent necessary to restore them to their condition when received by the TSP, or pay the claimant for the cost of such repairs.
- b. For most items that are destroyed (i.e., the repair cost exceeds replacement cost) or lost, the 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 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 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 TSP may replace the lost or destroyed item with the same or comparable item or pay the replacement cost of the item.
- c. When FRV applies to a shipment that includes one or more motor vehicles (automobiles, vans, pickup trucks, motorcycles or sport utility vehicles), the TSP's 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 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.
- d. For boats, personal watercraft, ultra light aircraft, pianos, organs, firearms, objects of art, all-terrain vehicles, and snowmobiles, the TSP may replace the item with a comparable used item or pay the undepreciated replacement cost, because these are large, expensive items that are not part of the typical shipment and have an active, widespread secondary market.
- e. The owner may reject a payment or item offered by the TSP to settle a claim. If an owner files a claim with the TSP within nine months of delivery, but fails to settle the claim directly with the TSP, the owner/consignee may transfer his claim via DPS to a MCO subject to the limitation of Item 3, Paragraph 1.a. In those cases where transfers have occurred, the TSP shall not have the option to repair or replace items in kind, but must pay to the MCO the repair cost or undepreciated replacement cost of a new item, whichever is less. If the TSP can show that they offered the owner a replacement item of comparable or

better quality than the item lost, the TSPs 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.

- f. Replacement cost is based on the replacement cost at destination. It includes any shipping charges and sales tax. However, the 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 TSP more than nine months after delivery, the TSP is liable for the depreciated value of the items only up to a maximum of \$1.25 times the net weight of the shipment. Liability will be as follows:
  - 1) For items that are damaged but not destroyed, the TSP will, at its option, either repair the items to the extent necessary to restore them to their condition when received by the TSP, or pay the claimant 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 the depreciated value) or lost, the TSP will pay the depreciated value for the item. However, if the claimant is willing to accept a replacement item instead of cash payment, the TSP may settle all or part of a claim by delivering a replacement item(s) of like kind, quality and condition to the claimant.
- b. If the owner files a claim directly with a MCO, and does not want to file with the TSP for settlement, the military will adjudicate the claim pursuant to statutory and regulatory guidance. The MCO may then assert a recovery claim against the TSP. The 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 TSP will not be liable for more than the depreciated replacement cost, not to exceed \$1.25 times the net weight of the shipment, in pounds.
- c. In settling claims for the depreciated replacement cost of an item, the MCO and TSP will use the Joint Military-Industry Depreciation Guide, for those items that are listed in the guide. The MCO and 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 Joint Military –Industry Depreciation Guide.
- d. Replacement cost is based on the replacement cost at destination. It includes any shipping charges and sales tax. However, the 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. The TSP shall be liable for physical loss or damage to any article that occurs while being carried or held in Storage-in-Transit (SIT) 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 or 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 TSP.
  - 8) From loss or damage that occurs prior to release to the TSP while the goods are in the possession of a non-temporary storage (NTS) contractor, or of a SIT contractor under an unrelated shipment of the goods. When a shipment is released from NTS or SIT under another TSP's control, the new TSP shall not be liable for an item claimed as missing which should have been listed as a separate item on the inventory, but which was not listed on the inventory that was prepared by the original contractor or TSP. However, the new TSP will be liable for items packed in cartons, if the carton is listed on the inventory, unless the new TSP can produce evidence to shift liability back to a prior handler and the item claimed bears a reasonable relationship to the contents of the carton listed on the inventory. If it does not bear a reasonable relationship, the new TSP is not liable, but the NTS contractor or original TSP may be liable.
  - 9) The TSP shall not be liable for intangible property, securities, nor for the sentimental value of an item.
  - 10) The TSP shall not be liable for pre-existing damage.
- b. The exclusions listed above will not apply if the TSP's own negligence significantly contributed to the loss. However, if the TSP, after giving electronic 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 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 Item 2, Paragraph 4 above, the 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 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 TSP to undertake specific mitigation work, or may authorize payment for mitigation work, subject to later determination of whether the government or the 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 TSP's maximum liability for loss or damage under Item 2 Liability, Paragraph 1.a. & 1.b. above.

#### 6. **Time Limitations on TSP Liability for Loss and Damage Claims**

- a. The TSP will not be liable for loss or damage unless the owner either files a claim directly with the TSP within two years of the delivery of the shipment that included the lost or damaged items, or files a timely claim with a MCO under the Military Personnel and Civilian Employees Claims Act (MPCECA). For purposes of filing with a 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. For the purpose of the two-year limit for filing directly with the 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 TSP.
- c. If the owner files a timely claim with a MCO, the TSP will not be liable to the government on a recovery claim if the government does not dispatch a written demand on the TSP within four years of delivery. This four-year period will be extended by any period granted under Item 2, Paragraph 6.b. above. If the government does dispatch a written demand on the 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.

- d. If an owner files a claim directly with the TSP and then receives written notice from the TSP that all or part of the claim has been denied, then the owner may transfer the claim via DPS 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 TSP within four years of delivery, including any extended period in Item 2, Paragraph 6.c. above, or Customer's/employee's suit is not instituted within two years of receipt of the written notice, then the TSP shall not be liable for any part of the claim that was denied in the notice.

#### 7. Termination of Liability for Goods in Storage-in-Transit (SIT)

The TSP's liability under the bill of lading for a shipment in SIT shall terminate when SIT terminates, in accordance with Item 17-2.

#### 8. 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, individual CDs or DVDs with a value in excess of \$50, and other collectable items or rare documents that have a value in excess of \$100 per pound. For purposes of determining the TSP's 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.
- b. The TSP's liability for high value items shall be limited to \$100 per pound of the article. If the owner fails to inform the TSP that such items are included in the shipment after the TSP in writing, asks the owner, 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 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 Notification AFTER Delivery form, that gives the TSP notice of later discovered loss or damage (see Item 3, Paragraph 3.d.) 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 TSP or with a MCO.
  - 3) The delivery agent must attest in writing that, just prior to departure from the residence, the agent 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 agent advised the owner of the consequences of signing the high risk/high value inventory form.

### Item 3 Claims

#### 1. Claims Filing

- a. Owners whose property is lost or damaged in transit and wish to file against the TSP must file their claims within two years of delivery of the shipment that gave rise to the claim. If the claimant submits the claim to the TSP via DPS within nine months of delivery, the TSP, subject to the exclusions stated in Item 3, Paragraph 2, will be liable for the full, undepreciated replacement value on all lost or destroyed items, as specified in Item 2, Paragraph 2. If a claim is not completely settled after 30 days claimants may transfer the claim to the MCO. However, claimants may transfer a claim immediately, and still be eligible for FRV, upon:
  - 1) Notice that the TSP has made a final offer on the claim or denied it in full.
  - 2) Notification by SDDC that the TSP is in bankruptcy.
  - 3) Notification that the TSP has been placed in permanent, world-wide Non-Use status by SDDC.

- 4) The TSPs failure to comply with the catastrophic loss provisions in Item 3, Paragraph 10, and as verified by the MCO.5. The TSPs failure to comply with essential items provisions in Item 3, Paragraph 11, and as verified by the MCO.
- b. For the purpose of filing with the TSP within two years, 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 on-line filing due to that armed conflict or war, then the claim must be presented within a reasonable time frame 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. This same exception will apply to the nine-month on-line filing period required to trigger the TSP's liability for FRV. 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 TSP. If TSP anticipates the denial of an extension, they may contact the Military Claims HQ for an advisory opinion.
  - c. When an owner transfers a claim to the MCO, the MCO may contact the TSP using the 1-800 number or email address given the claimant, to determine if the TSP has already obtained any estimates. If the TSP has obtained estimates, the TSP will transmit them within 24 hours, or the next business day if notification occurs on a Friday or Saturday or the day before a holiday, by fax or electronic mail to the MCO. If the TSP has not already obtained estimates, the MCO may give the TSP until the next business day to decide if it will inspect and obtain estimates on those items requiring estimates, and make arrangements with the owner and repair firms for the estimates. If the TSP decides to inspect and obtain estimates, it will have until the second business day after it is contacted to obtain them unless the owner agrees to give it more time. If the TSP is unable to obtain estimates within two business days of being contacted and the owner does not agree to give it more time to do so, then the MCO will proceed to adjudicate and settle the claim.
  - d. The MCO may assert a demand against the TSP for TSP's liability as established under Item 2, Liability. The TSP will not be liable on such a recovery claim for payment on any items on which the TSP has already paid the owner, if the correspondence between the TSP and the owner lists the item as one on which payment is being made and clearly indicates that the prior payment was in full and final satisfaction of either the entire claim, or was in full and final satisfaction of the claim for the particular item.
  - e. For purposes of qualifying for FRV and for meeting the two-year limit for on-line filing claims directly with the TSP, a claim submitted directly by the owner to the TSP must be submitted in DPS, subject to the exclusions stated in Item 3, Paragraph 2, within the relevant time period (nine months or two years). The claim must identify the claimant; contain facts sufficient to identify the shipments or shipments involved; must assert a demand for a specific or determinable amount of money; and must specify the extent of the loss and damage.

## 2. Exceptions to Filing in DPS

Exceptions to the requirement that the owner file against the TSP in DPS will be granted on a case-by-case basis, in writing, by the MCO. Government assistance will be available to overcome most issues in regards to the automated claims process. In cases where an exception has been granted, TSPs are responsible for accepting, processing and paying paper claims consistent with this tariff. Approved paper claims, submitted within the appropriate timeframes, shall receive applicable FRV. Some examples of exceptions are:

- a. No access to a computer.
- b. Claims for deceased customers (Bluebark) involving surviving family customers not familiar with the claims process.
- c. Language barriers in the claims filing process.

## 3. Substantiation of Claims

- a. In addition to the minimum requirements needed to meet any timely on-line filing requirements, claims must include additional information in order for the TSP to begin the settlement process. On all claims, this additional information will include any notices of concealed damages or loss that were found after the day of delivery, and not previously provided to TSP (see Item 3, Paragraph 3.d., below); sufficient information about the shipment to enable the TSP to locate its copy of the bill of lading; a description of each item that

is lost; and a list of each item that is damaged stating the nature, location and extent of the damage. The description of items lost or damaged must also list the date of purchase of each item, the age of each item, if known, or, for items that were not purchased (e.g., gifts or bequests), the date the owner acquired the item, along with an estimate of the original purchase price or value at time of purchase/acquisition.

- b. For claims filed directly with the TSP, the TSP is responsible for obtaining any repair estimates or replacement cost estimates that it may need to settle the claim, subject to the requirements and exclusions of Item 3, Paragraph 3.f. The TSP may request the assistance of the closest MCO to obtain the name of reputable repair firms. If the TSP is still unable to obtain a repair or replacement estimate on an item, it may ask the owner to obtain the estimates, provided that the TSP agrees to pay all estimate fees and drayage costs that are incurred, even if the final settlement does not include payment for that item. If the owner is unable or unwilling to get the estimate(s), the TSP must adjudicate the claim without them based on the other evidence in the file. The owner must cooperate with any reasonable request from the TSP in making items available for repair or for repair estimates. If the owner does not cooperate, the TSP should seek assistance from the closest MCO of that owner's military service. If the owner still does not cooperate, the TSP may delay settlement on those items that need estimates until the owner makes the items available or deny payment on those items.
- c. **Internal Damage Rule:** If the claim includes repair of internal damage to appliances or electronic items, and there is no new external damage to the item, the claim must be supported by additional substantiation regardless of the amount claimed. For these items, the claimant must submit both a written statement explaining how they know the item was working when tendered to the TSP, along with an estimate of repair that includes both an explanation of the damage and a statement by the repair technician as to their opinion of the cause of the damage. For claims filed directly with the TSP, the same information will be required to establish that the loss or damage occurred in transit. However, on those claims that are filed directly with the TSP within nine months of delivery, the TSP will attempt to obtain the repair estimate, including the repair technician's opinion as to the source of damage, and will have the right to request assistance from the owner under the rules stated above in Item 3, Paragraph 3b.
- d. **Notice of Loss and Damage**
  - 1) Upon delivery of the HHG, it is the responsibility of the TSP to provide the owner with one copy of the completed Notification AT Delivery Form and a blank Notification AFTER Delivery Form. It is the joint responsibility of the TSP and the owner to record on the Notification AT Delivery Form all loss and transit damage that is found at delivery. Later discovered loss or transit damage shall be listed on the form provided for Notification AFTER Delivery. The TSP shall accept this form (Notification AFTER Delivery), as overcoming the presumption of correctness of the delivery receipt, if it is transmitted or postmarked within 75 calendar days of delivery. Notice shall not be required if a claim is filed with the TSP within 75 days of delivery. Neither the Notification AT Delivery nor the Notification AFTER Delivery Forms are conclusive and both can be rebutted by other evidence.
  - 2) If notice of loss or damage of household goods is postmarked or transmitted to the TSP more than 75 calendar days after delivery, the loss or damage on that notice will be presumed not to have occurred while the goods were in the possession of the TSP unless there is good cause for the delay, as determined by the appropriate MCO. Good cause may include, but is not limited to, officially recognized absence or hospitalization of the service owner during all or a portion of the period of 75 calendar days from the date of delivery. In case of recognized official absence, the appropriate MCO will provide the TSP with the proof of the officially recognized absence and the additional days granted shall not exceed the period of official absence.
  - 3) The TSP's failure to provide the forms for Notification AT Delivery/Notification AFTER Delivery, to the owner and to have proof thereof will eliminate any requirement for notification to the TSP. Notice using the Notification AT Delivery/Notification AFTER Delivery is not required by the TSP in the case of major incidents requiring the TSP to notify the Military Surface Deployment and Distribution Command and appropriate Personal Property Shipping Office (PPSO) of the incident. Such incidents include fire, pilferage, vandalism, and similar incidents that produce significant loss, damage, or delay.

- 4) The inventory prepared at origin and delivery receipt is valid evidence that either the MCO or the TSP shall consider along with timely notification in determining whether or not a claimant has sustained loss and/or damage in the shipment.

e. **Inspection by the Transportation Service Provider**

- 1) The TSP may inspect the damaged items at any time prior to settlement of the claim, but may not deny a claim solely on the basis that it was unable to inspect any item. If the owner has repaired an item before the TSP's inspection, the owner must provide the repair bill or some other evidence of the damage and repair cost to the TSP. If the owner has disposed of a damaged item, he must give the TSP evidence that the item was damaged beyond economical repair.
- 2) If, before a claim is filed, an owner calls the TSP and asks it to inspect, or give permission to dispose of items, the TSP will, within two business days of being contacted, notify the Customer that either the items will be inspected or that the Customer may dispose of the items. In such cases, if the TSP gives notice that it will inspect the items, it will do so within 45 days of being contacted by the owner unless the owner grants a further extension.
- 3) If the owner refuses to permit the TSP to inspect, the TSP must contact the appropriate installation MCO and request assistance in arranging an inspection of the goods. If the owner causes a delay by refusing inspection, the TSP shall be provided with an equal number of days to perform the inspection/estimate (45 days plus delay days caused by owner).

f. **Repair Estimates**

- 1) Responsible Party: The TSP will be responsible for paying for repair estimates it requires to process any and all claims that are filed with the TSP by the owner. The MCO will be responsible for paying for all repair estimates it requires to process and substantiate any and all claims that are filed with the MCO by the owner. The TSP is responsible for paying all estimates and associated fees presented by an MCO as a result of claims that were transferred to the MCO by the owner pursuant to Item 3, Paragraph 1, unless:
  - a) The TSP previously provided a reasonable estimate, or
  - b) The TSP previously offered to pay the owner a value that matches or exceeds the repair cost for all items on the estimate, or
  - c) The item damaged is repairable and the TSP offered to repair it at no cost to the customer, or
  - d) The TSP previously offered to pay the replacement cost or to replace it in kind.
- 2) All estimates provided by the TSP must identify a repair firm that is willing and able to make the repair within a reasonable time, for the amount stated. The repair firm must be reputable, having a reputation for timely and satisfactory performance. All such estimates must be itemized.
- 3) If an MCO receives an itemized repair estimate from the TSP before a claim is settled, then the MCO will use that estimate provided that it is the lowest overall, and meets the criteria in Item 3, Paragraph g.2 above. If the TSP's estimate is the lowest overall estimate and is not used, the MCO will advise the TSP in writing of the reason the lowest overall estimate was not used in determining the TSP's liability.
- 4) If the TSP sends the appropriate MCO a lower repair estimate after the recovery demand on the TSP has been dispatched to the TSP's home office, it will be considered in the TSP's recovery rebuttal or appeal process if lower than the estimate used by the MCO and if it establishes that the estimate submitted by the owner was unreasonable in comparison with the market price in the area or that the price was unreasonable in relation to the value of the goods prior to being damaged.
- 5) If a TSP has made an inspection/estimate based upon the Notice of Damage AFTER Delivery and the owner subsequently updates the notice, the TSP is authorized to make an additional inspection/estimate. The TSP will contact the MCO to determine if it will authorize a deduction of \$75.00 or actual inspection cost, if less, from the TSP's liability for performing the second inspection/estimate.

- 6) The TSP is required to ensure that qualified repair firms and subcontractors perform the repairs and they must provide the name of the repair firm that will be doing the work, if requested by either the MCO or the owner.

#### 4. Settlement of Loss and Damage Claims

- a. On loss and damage claims, the TSP shall pay, deny, or make an offer within 60 days of receipt of a complete, substantiated claim through DPS.
- b. The TSP will complete payment to the claimant within 30 days of receipt of notice that the claimant has accepted a full or partial settlement.

#### 5. Partial Settlements

If the owner cannot reach a mutually acceptable settlement directly with the TSP on part of his or her claim, the owner can accept payment from the TSP on those items on which the owner and TSP have reached agreement. If the owner elects to accept partial settlement, the TSP may pay the owner on the items on which they have reached an agreement. The owner may transfer via DPS any unsettled portions of their claim to a MCO consistent with Item 3, Paragraph 1. The MCO may assert a recovery demand on the TSP. The TSP will not be liable on such a recovery claim for payment on any items on which the TSP has already paid the owner, if the correspondence between the TSP and the owner lists the item as one on which payment is being made and clearly indicates that the prior payment was in full and final satisfaction of either the entire claim, or was in full and final satisfaction of the claim for the particular item.

#### 6. Quick Claim Settlement

TSPs may establish a quick claim settlement procedure to quickly resolve and pay claims for minor loss or damage discovered at the time of delivery. Such procedures should cover payment for less than \$500 with payment made within 5 days of delivery. The process of settling and paying such claims will be left to the discretion of each TSP. However, any small claim settlement agreement can contain only a limited release of liability and must specifically list the items and the damage for which payment is being made. Owners must be advised that they may still file claims for later discovered loss or damage. A copy of the settlement agreement must be made available to the appropriate MCO, on request. The TSP will not be required to enter such a quick claim into the DPS System. However, if the owner receives a "quick" claim settlement and then files an additional claim within DPS, the owner must indicate in DPS that he received a quick claim settlement and he may not file an additional claim for any items that he settled through the quick claim process.

#### 7. Salvage

- a. On shipments delivered in the United States, the TSP is entitled to take possession of and sell for salvage any damaged item on which it has paid either the depreciated or undepreciated replacement cost. The TSP is also entitled to claim salvage on any damaged item delivered in the United States that it has replaced with a new item.
- b. If the TSP pays a claimant the depreciated or undepreciated replacement cost of a lost item, and the lost item is subsequently located, the TSP must notify the Transportation Officer (TO) and the owner for instructions. The owner may then decide either to request or decline delivery of the item(s). If the owner elects to receive a found item, the owner must refund any amount paid on that item. If the owner declines delivery of the item, the TSP may retain the item(s) for salvage.
- c. If the TSP locates an item within 60 days of receipt of notice of the loss, and a claim on that item has not yet been paid, then the claimant will be obligated to accept delivery of the item in lieu of a claim, even if the owner has already replaced the item. In addition, if the TSP locates a lost item more than 60 days after receipt of notice of the loss, but the item has not been replaced, and a claim on the item has not been paid, then the claimant will be obligated to accept delivery of the item in lieu of a claim. If a lost item is later delivered with damage, the time limits for qualifying for FRV protection and for on-line filing claims on that item will not commence until the delivery of that item. Notwithstanding the above, any essential item(s), as described in Item 3, Paragraph 11, that a reasonable person would and has replaced promptly may be declined by the owner before the 60 day period has run. This provision applies only when:
  - 1) The item has been missing for at least seven (7) days from the date of delivery and the TSP has been notified pursuant to Item 3, Paragraph 11

- 2) The item is necessary for daily life, such that it must be replaced within 2 business days of notice to TSP
- 3) The item has in fact been replaced.
- d. TSP's must coordinate a date and time with member/employee to take possession of salvaged item(s) if they elect to exercise their rights to salvage item(s) or at member/employee request and when paragraphs e thru g below do not apply. TSP must take possession at owner's residence, or other location acceptable to the owner, not later than 30 days after receipt of a completed claim from either the owner or the MCO. (see Item 3, Paragraph.3.f.). The 30-day pickup period can be extended by an agreement between the TSP, and the owner. If the owner refuses to cooperate with the TSP in the exercise of salvage rights, the TSP should contact the MCO closest to the owner and request assistance. At any time the Customer/employee may ask the TSP whether it may dispose of an item and get an answer within 2 days under Item 3, Paragraph 3.e.2.
- e. The TSP will not exercise its salvage rights if the depreciated replacement value of all salvageable items totals less than \$100.00, or, in the case of a single salvageable item, the item has a value of less than \$50. If a shipment has more than one salvageable item, one of which has a value of \$50.00 or more, yet the total of all salvageable items is \$100.00 or less, then the TSP may exercise its salvage rights.
- f. The TSP will not exercise its salvage rights on any item that is hazardous or dangerous to the health or safety of the owner or the owner's family. Such items include, but are not limited to, broken mirrors or glass, spoiled food, moldy mattresses or other fabric items. However, the owner for potential salvage will retain antiques, figurines, and crystal with a single item value of \$50 or more.
- g. If the TSP is unable to exercise its salvage rights due to the disposal of an item(s) by the owner, the TSP may reduce its liability by 25% on any item that has a depreciated replacement value of \$50.00 or more. The TSP is entitled to no deduction for salvage on a single item with a depreciated replacement value of less than \$50.00; unless the total combined depreciated replacement value of all items that have been disposed of is \$100.00 or more.

#### 8. Claims for \$25 or Less

In an effort to reduce administrative costs, the Military Services agree that they will not pursue a claim against a TSP for loss or damage to household goods that were transported under this document, if the amount of the claim is for \$25 or less. The TSPs agree that they will not request reimbursement for such claims from the Military Services for an amount of \$25 or less. However, this provision does not apply to claims submitted directly to the TSP by an owner.

#### 9. Dispute Resolution

- a. If an owner does not accept a settlement offered by the TSP, the owner may transfer a claim as specified in Item 3, Paragraph 1(a) to the appropriate MCO. If the owner transfers a claim to the military, the MCO will resolve the owner's claim in accordance with its Service's claims regulations. The MCO will then assert a recovery claim against the TSP under this Tariff. The TSP must pay, deny or make an offer on the recovery claim within 60 days of receipt of the claim, unless an extension is granted.
- b. If the TSP and the MCO cannot reach a mutual settlement on the recovery claim, the military may collect the amount of its recovery claim by administrative offset from money that is owed to the TSP for transportation services, or from any other payment due the TSP directly from the government. If payments to the TSP are made by third party payment system, the TSP agrees that the appropriate MCO may direct the party paying the TSP to divert all or part of any payment to the appropriate military finance center in order to accomplish offset to pay a government claim from a prior shipment.
- c. If the TSP, following such an offset, continues to dispute the amount of its liability, then it may file an administrative appeal under the provisions of Title 31, United States Code, Section 3702, to the Defense Office of Hearing and Appeals (DOHA) or it may file suit in the appropriate federal court.

#### 10. Catastrophic Loss Payments

- a. The TSP is responsible for identifying and making partial, advance payments to owners who have suffered a catastrophic loss. These payments are designed to relieve an owner's hardship associated with the loss of all or a majority of their household goods. The payments are an advance and should not exceed the

owner's expected total liability. Claimant will still be required to file a claim for their loss. Any advance payment made will be deducted from the owner's eventual award. Such payments are subject to the same maximum liability and rules as all payments under this tariff.

- b. Catastrophic loss occurs when over 60% of the inventory line items in a given shipment are lost, damaged or destroyed. However, TSPs are free to declare any loss catastrophic and make a partial payment. If TSP cannot contact the owner within 48 hours, they will make payment or come to an agreement on payment within 48 hours of making contact. Catastrophic losses and payments must be recorded in DPS. The declaration of a loss as catastrophic and the making of a partial payment is not an admission of liability regarding any particular piece of property. Further, claimants request for, or a TSP's identification of, such loss does not constitute a claim and is not tracked for the purposes of the TSP's Traffic Distribution Claims Score.
- c. TSPs are expected to make advance payments as soon as possible after a catastrophic loss occurs. Payments must be made within 48 hours of the TSP discovering or being notified of a catastrophic loss, unless the Customer/employee and TSP otherwise come to an agreement. TSPs are free to make an advance payment in any amount they believe will not exceed their total expected liability to the owner. However, TSPs are required to pay no less than 5% of their total maximum liability for the shipment.
- d. In the event that a TSP identifies or is informed of a catastrophic loss for which it believes it is not liable under Item 3, Paragraph 4, the TSP shall inform the owner's MCO in DPS within 24 hours. In such cases, the MCO shall handle the advance payment and claim. If it is later determined that the TSP was, in fact, liable for the loss, the MCO will assert a recovery claim against the TSP. The TSP shall be liable as if the Customer had filed a claim with the TSP within nine months of their loss.

#### 11. Essential Items.

- a. The TSP is responsible for promptly dealing with claimants who have had essential items lost, destroyed or made unusable due to damage. Owners are responsible for notifying the TSP, MCO, or PPSO of such a loss within 7 days of the date their goods were delivered. Any item not identified in this way by the owner shall not be considered "essential."
- b. Upon notification of the loss of an essential item by either the claimant, MCO or SDDC, the TSP shall either pay for such items, provide temporary or permanent replacements for them, repair them or such other arrangement as agreed to by Customer/employee. Such action must be taken within two business days of notification, regardless of whether a claim has been filed. Any payments made by the TSP pursuant to this paragraph shall be considered an advance and should not exceed the TSP's expected total liability. Claimant will still be required to file a claim for their loss. Any advance payment made will be deducted from the owner's eventual award. Such payments are subject to the same maximum liability and rules as apply to all payments under this tariff.
- c. If a TSP declines to provide or pay for an essential item or fails to respond to notification within the two business day period, the claimant may file a claim for said item(s) directly with the MCO. In such cases, the claimant shall retain his or her right to FRV for those essential items with which notice was provided to the TSP. The claimant is expected to file the remainder of their claim consistent with the provisions of this Tariff.
- d. In the event that a TSP identifies or is informed of the loss or damage of an essential item for which it believes it is not liable under Item 3, Paragraph 4, Exclusions from Liability, the TSP shall inform the owner's MCO within 24 hours. In such cases, the MCO shall handle the advance payment and claims. If it is later determined that the TSP was, in fact, liable for the loss, the MCO will assert a recovery claim against the TSP. The TSP may be liable as if the Customer/employee had filed a claim with the TSP within nine months of their loss.
- e. Essential items are only those items necessary for everyday living, which would reasonably need to be replaced promptly. Items used solely for entertainment purposes are not considered essential. Fungible items that are regularly used up or worn out and must be routinely replaced are not considered essential. Essential items include:
  - i. Refrigerators or other appliances necessary for the safe storage and preparation of food.

- ii. Necessary medical equipment.
- iii. Mattresses.

#### **Item 4 Weighing and Weights**

##### **(4A) – Reweigh – Origin**

##### **(4B) – Reweigh – Destination**

1. TSP's transporting shipments on a non-binding estimate shall determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this item the weight shall be obtained on a scale meeting the definition of a certified scale as provided in 49 CFR 375.1 (b)(4).
2. **Weighing Procedure**
  - a. Except as otherwise provided in this item, the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of this same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.
  - b. At the time of both weighings the vehicle shall have installed or loaded all pads, dollies, hand trucks, ramps and other equipment required in the transportation of such shipments. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.
  - c. 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 weighings when the tare weighing is the first weighing performed.
  - d. The trailer of a tractor-trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.
  - e. Shipments weighing 1,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.
  - f. The net weight of shipments transported in containers shall be the difference between the tare weight of the container, including all pads, blocking and bracing used or to be used in the transportation of the shipment and the gross weight of the container with the shipments loaded therein (CFR Title 49, Part 375.7 Determination of weights).
  - g. The shipper or any other person responsible for payment of the freight charges shall have the right to observe all weighing of the shipment. TSPs must advise the shipper or any other person entitled to observe the weighing of the time and specific location where each weighing will be performed and must give that person a reasonable opportunity to be present to observe the weighing. Waiver by a shipper of the right to observe any weighing or reweighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.
  - h. TSP may substitute manufacturer's weight for automobiles, trucks, vans, campers and boats lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the Branham Automobile Reference Book, the N.A.D.A.'s Official Used Car Guide (the "Guide"), or from other appropriate reference sources of manufacturer's weight, or the shipper may provide TSP with copies of manufacturer's documents evidencing the weight of the article included in a shipment, unless weighed as part of the gross weight of the shipment.
  - j. Professional Books, Papers and Equipment (PBP&E) shall be weighted separately on a platform or other type scales. Where an adequate scale is unavailable, a constructive weight of 40 lbs per cubic foot will apply for Military and Civilians for PBP&E provided approval is obtained by an authorized Government representative.
3. **Weight Tickets**

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

- a. The complete name and location of the scale.
  - b. The date of each weighing.
  - c. Identification of the weight entries thereon as being the tare, gross and/or net weights.
  - d. The company or TSP identification of the vehicle.
  - e. The last name of the shipper as it appears on the bill of lading.
  - f. The TSP's shipment registration or bill of lading number.
4. The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by the TSP as part of the file on the shipment. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.

#### 5. **Reweighting of Shipments**

Before the actual commencement of the unloading of a shipment weighed at origin and after the government is informed of the billing weight and total charges, the customer/employee or government may request a reweigh. The lower of the two net scale weights shall be used for determining the applicable charges. The reweigh charge shall be payable for the service only when:

- (1) Reweigh net scale weight is greater than initial net scale weight, or
- (2) For shipments weighing 5,000 pounds or less; initial net scale weight minus reweigh net scale weight is less than 100 pounds.
- (3) For shipments weighing greater than 5,000 pounds; initial net scale weight minus reweigh net scale weight is less than 2% of the lower net scale weight on shipments in excess of 5,000 pounds.

### **Item 5 Control and Exclusive Use of Vehicle**

#### **(5A) – Line Haul – Expedited Service**

#### **(5B) – Line Haul – Exclusive Use**

#### **(5C) – Line Haul – Space Reservation**

##### **1. Expedited Service**

- a. Expedited Service as used herein means tendering delivery of a shipment of less than 5,000 pounds on or before a specified date.
- b. Subject to the availability of equipment for a particular service desired, shippers may obtain expedited service on a shipment of less than 5,000 pounds and transportation charges shall be computed on the basis of 5,000 pounds and tariff rates applicable to 5,000 pounds. The TSP shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle, refer to Item 5, Paragraph 3.

Bill of Lading and Freight Bill to be marked or stamped:

[ ] EXPEDITED SERVICE ORDERED BY SHIPPER

DELIVER ON OR BEFORE \_\_\_\_\_

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

##### **2. Exclusive Use of a Vehicle**

- a. Subject to the availability of equipment, a shipper may order Exclusive Use of a Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:
  - 1) If the capacity of vehicle ordered is 1,400 cu. ft. or less, the minimum charge shall be based on 9,800 pounds.
  - 2) If the capacity of vehicle ordered is in excess of 1,400 cu. ft., the minimum charge shall be based on 7 pounds per cubic foot of total vehicle space ordered.
- b. If at time for loading such shipment, TSP does not have available a vehicle of capacity ordered, TSP may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefore shall be the same as would apply had TSP furnished a vehicle of the capacity ordered. (See Item 5, Paragraph 5).

Bill of Lading and Freight Bill to be marked or stamped:

[ ] EXCLUSIVE USE OF A \_\_\_\_\_ CU. FT. VEHICLE ORDERED

### 3. Signature Required For Services

Expedited Service, Exclusive Use of a Vehicle, or Space Reservation for a Portion of a Vehicle will be furnished by TSP only when shipper or his agent requests such service in writing or signs the Bill of Lading indicating that such specific special service was ordered.

### 4. Display of Van Space

The number of CU. FT. of van space shall be legibly displayed on each side of the vehicle used by the TSP in rendering service under Item 5, Paragraphs 3.

**NOTE:** All shipments subject to weighing provisions as provided in Item 4.

## Item 6 Consolidation of Shipments

1. “**Consolidated Shipments:** Multiple shipments belonging to several customers/employees or owners, released at the same valuation, offered to the TSP at one time for pickup on the same day or consecutive days, for the movement from one origin area to the same destination or multiple destinations en route to the destination of the most distant shipment”
2. When a shipment is consolidated, allocated, and offered to and accepted by the TSP at one time, the additional service charges and charges incident to Storage in Transit (SIT) shall be applicable to each portion of this shipment as would apply if computed on each portion as an individual, separate shipment. Separate Bills of Lading shall be used for each customer/employee’s Property. Bills of Lading will be cross-referenced by a list of all Bills of Lading included in the shipment.
3. Consolidate all the weight and apply the rate from furthest point of pickup and delivery (include extra stops).

## Item 7 DoD Approved Transportation Service Providers (TSPs)

1. TSPs participating in this Tariff must be DoD approved. A list of DoD approved TSPs will be available on the SDDC web site at [www.SDDC.army.mil](http://www.SDDC.army.mil)

## Item 8 Acceptance of Rates – Option to Extend or Modify

SDDC reserves the right to reject any or all offers; to waive informalities in offers received; to negotiate, accept, or reject initial or subsequent submissions without discussion of rates; to nonuse or cancel any rate upon 15 days notice; and resolicit rates. Acceptance of rates does not result in a requirements contract. Additionally, SDDC reserves the right, on 15 days notice, to:

- (1) extend the effective period of rates by 45 days to modify the rate filing period;
- (2) change the type of rates being solicited;
- (3) resolicit rates as a result of Government or Transportation Service Provider actions; and/or

(4) take any appropriate action to protect the Government's interests in response to delaying court injunctions, data processing failures, strikes, embargoes, and other policy or economic situations.

#### **Item 9 Routing and Joint Rates**

1. Except as otherwise provided in this tariff, and subject to any limitation in the scope of operations provisions published for account of individual TSPs, rates apply via all routes made by use of TSP parties to this tariff, with interchange at common points. For purposes of this rule, a common point is one where the two TSPs interchanging at that point may lawfully serve in the manner required by such interchange.
2. The joint rates published in this tariff include all charges for drayage or other transfer services at intermediate transfer points on shipments handled through and not stopped for special service at such intermediate transfer points.

#### **Item 10 Release of rate data**

Proprietary rate and cost data, submitted by TSPs upon request of SDDC, is not releasable under the Freedom of Information Act.

#### **Item 11 Available for Future use**

#### **Item 12 Cancellation of Tariff Pages, Items or Portions Thereof**

When this tariff is amended by revised pages, each revised page cancels the item or portion thereof shown on the original or revised page of the same page number. Reference made herein to items or pages in this tariff shall include reference to the reissue of such items or pages **as indicated on the list of changes**.

For example, "1st Revised Page 10" will have the effect of canceling Original page 10; "45th Revised Page 12" will have the effect of canceling 44th Revised page 12; "13th Revised Page 4-A" will have the effect of canceling 12th Revised Page 4-A and also 11th Revised Page 4-A if the cancellation of 12th takes place on or before its effective date.

#### **Item 13 Available for Future use**

#### **Item 14 Inspection of Articles**

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

#### **Item 15 Available for Future use**

#### **Item 16 Fuel Policy**

##### **(16A) – Fuel Surcharge – Line Haul**

##### **(16B) – Fuel Surcharge – Delivery from SIT**

Fuel Policy details are available on the SDDC's Web Site at [www.SDDC.army.mil](http://www.SDDC.army.mil), TR-12 policy.

1. In circumstances where a TSP elects to subcontract for any portion of household goods transportation services provided by truck, the TSP shall be required to pass through any fuel-related adjustments paid by the government to the TSP to the person(s), corporation(s), household goods carriers, household goods freight forwarders, or other authorized TSP(s) that actually bear the fuel cost for any shipment(s), or any portion thereof, transported under this solicitation. TSPs shall insert a clause that meets the intent of this requirement in any subcontract with any motor

carrier or household goods freight forwarder, or other person or entity at any tier authorized to transport household goods shipments.

a. In no event shall this legal requirement be interpreted to provide any subcontractor lacking privity of contract with the U.S. Government with legal standing to assert a transportation claim for payment pursuant to 31 U.S.C. 3726 against SDDC, US TRANSCOM, or the Department of Defense due to a TSP's failure to insert the required clause in any subcontract, or the failure of a TSP to otherwise properly comply with the fuel-related surcharge pass-through requirement established by Section 884 of the 2009 National Defense Authorization Act.

b. TSPs who fail to comply with the requirements of this provision may be subject to an administrative determination to place the TSP in non-use or suspension status.

For the convenience of TSPs, a sample provision implementing this requirement is provided herein as follows:

TSP agrees that it shall be solely responsible to pass-through and pay subcontractor any fuel-related surcharge for the relevant portion of truck transportation services actually performed by subcontractor for fuel surcharge sums actually paid to TSP for DoD household goods shipment(s). TSP agrees that any fuel-related surcharge amount owed to subcontractor shall be paid immediately upon TSP's receipt of payment from DoD. TSP and subcontractor agree that in no event shall subcontractor be entitled to file a transportation claim directly with the U.S. government, or that the subcontractor shall have a cognizable or valid transportation claim for fuel-related surcharges directly against the government due to failure or refusal of a TSP to pay any subcontractor any lawfully owed fuel-related surcharge for fuel costs actually incurred by subcontractor.

NOTE 1: Fuel surcharge is not authorized, and shall not be billed or paid, on third party services (TPS)

NOTE 2: TSPs must first apply the linehaul or SIT discount to any baseline charges associated with billing item code 16A or 16B.

#### **Item 17 Storage-in-Transit (SIT)**

1. SIT of property covered by this tariff is the holding of the shipment or portion thereof at or in the facilities or warehouse used by the TSP or its agent, for storage, pending further transportation, and will be effected only at specific request of the shipper or under the conditions specified in Paragraph 14 of this item. Subject to PPSO approval, the TSP may use any DOD-approved SIT facility. All SIT and related charges are based on the destination city or installation shown in block 18 of the BL unless otherwise authorized by the servicing PPSO.
2. A shipment or portion thereof may be placed in SIT one or more times for an aggregate period not to exceed 90 days unless the Authorized Government Representative authorizes additional storage.
3. When SIT is at origin, charges may be billed after SIT is affected as follows:
  - a. Transportation charges between origin and location where SIT is affected.
  - b. Storage charges may be billed upon expiration of 90 days SIT and any additional 90-day increments, movement of shipment or conversion to commercial storage.
  - c. Charges for additional services, 3rd party charges and other lawful charges.
4. When SIT is at other than origin, charges must be billed at the time SIT is effected, as follows:
  - a. Transportation charges between origin and location where SIT is effected.
  - b. Charges for additional services, 3rd party charges and other lawful charges.
  - c. Storage charges may be billed upon expiration of 90 days SIT and any additional 90-day increments, or upon delivery to residence, or upon conversion to commercial storage.

#### **5. Refer to Direct Delivery Address at Destination**

SIT of property covered by this Tariff is the holding of the shipment, or portion thereof, in a DOD approved facility or warehouse used by the TSP or its agent for storage, pending further transportation.

Note: For shipments with a direct delivery address at destination (as indicated on the Bill of Lading) the TSP is not authorized to place a shipment into SIT prior to a percentage (See Table-17-1) of the Government Transit Time (some exceptions may apply – e.g., member becomes unavailable or unable to accept delivery). Subject to PPSO approval, the TSP may use any DOD-approved SIT facility. All SIT and related charges are based on the destination city or installation shown in block 18 of the BL unless otherwise authorized by the servicing PPSO.

Table 17-1: SIT authorization for direct delivery with address at destination.

	Domestic Transit Time
Percentage (%)	70

For example, a shipment with a transit time of 15 days, the earliest date for which SIT could be authorized is  $15 \times .70 = 10.5$ , rounded to 11 (when the application of the percentage creates a decimal, decimals of .49 and under are rounded down and decimals of .50 and over are rounded up). This means that SIT could be authorized beginning on the 11th day in transit.

**Refer to Item 210 for the application of SIT pickup and delivery transportation charges**

6. Delivery of shipments to residence from SIT at origin, en route or at destination will be made on the date requested, if possible. If prior commitments of the TSP prevent delivery on that date, every effort will be made to deliver as soon as possible, subject to the following:
  - a. If the shipment is not removed from storage by the 5th working day (excluding Saturday, Sunday and holidays) after the requested delivery date(s), storage charges will cease to accrue after such date.
  - b. If the shipment is removed from storage prior to the 5th working day after the requested delivery date(s), storage charges will cease to accrue the day the shipment is removed.
7. The transportation charges to apply when the shipment or portion thereof is stored in transit will be:
  - a. The applicable transportation rate between initial point of pickup and storage location, and
  - b. The applicable transportation rate from storage location to destination point.

**Refer to Item 210 for the application of SIT pickup and delivery transportation charges.**

8. The transportation charges to apply on a shipment when only a portion of the shipment is stored in transit en route to destination will be the applicable transportation rate based on total weight of entire shipment, for total distance via all points of pickup and/or delivery (from first point of pickup to final point of delivery), plus additional service charges applicable to each portion of the shipment. The total charges for picked up and/or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment. The provisions of Paragraph 7 of this item will apply from the point of origin to storage location for determination of separate charges on the portion of shipment stored in transit, when computing the lower overall total charges.
9. The transportation charges to apply on a portion of a SIT shipment delivered from storage location to destination will be the applicable transportation rate based on the weight of such portion, subject to the provisions of Item 17, Paragraph 7.
10. On property consigned to SIT wherein an overflow of property requires a split shipment delivered to the storage location on different dates, the charges for such property shall be as follows:
  - a. Transportation charges from initial point of pickup to storage location will be based on the combined weight of the property stored in transit, and computation of transportation charges will be as provided in Item 17, Paragraph 7.

- b. Storage charges in effect on date of initial pickup will be assessed separately on each portion of shipment stored in transit, except 1,000 pound minimum weight will apply to the combined weight of property stored in transit. Storage will be rated separately for each portion added, subject to provisions of this item and Item 185.
  - c. All subsequent charges will be based on the combined weight of the property stored in transit.
11. When the government provides notice that the destination has been changed from the original bill of lading, a correction notice will be provided to the TSP. When the destination is changed, such change must be recorded on the bill of lading. When the interstate character of the property is terminated at the storage location before expiration of the time limit specified in Item 17, paragraph 2, the transportation and other lawful charges shall apply in an identical manner as provided in Item 17, paragraph 3 and 4 whichever is applicable.
  12. When SIT property has been placed into storage at the TSP's or agent's storage location, both the TSP and the warehouseman must have in their possession records showing the following:
    - a. An itemized list of the property with the bill of lading number noted thereon.
    - b. Point of origin and destination.
    - c. Condition of each article when received at and forwarded from the storage location.
    - d. The dates when all charges, advances, or payments were made or received.
    - e. Dates property was delivered to and forwarded from the storage location.
  13. During SIT the shipper or owner may request withdrawal of a portion of the property, provided that the owner has notified the PPSO and the TSP has obtained prior approval for such withdrawal, except as provided in Item 17-2 and the Defense Transportation Regulation (DTR) (Note: This does not apply to civilians, unless they have received an exception). When the selection of items requires un-stacking and/or restacking of the shipment or a portion of the shipment, charges for such handling shall be assessed in accordance with Item 120. Charges for transportation furnished, if any, for portion selected for delivery shall be assessed on same basis as would apply to that portion as an individual shipment. With reference to the portion of the shipment, which remains at the storage location, the government may request via the PPSO to terminate the SIT service and place the remaining property in commercial storage. The government will provide notice to the TSP that the shipment will be converted to commercial storage or terminated as per Item 17-2. If the owner elects to have the remaining portion remain in SIT, the following shall be applicable:
    - a. Storage charges shall continue to apply on the weight of remainder of the property.
    - b. Charges for transportation furnished, if any, for the delivery of the remainder of the property shall be assessed on the same basis as would apply to that portion as an individual shipment.
  14. During the SIT period the owner may not add property to that already in SIT.
  15. If delivery cannot be made at the address specified on the bill of lading because of impractical operation as defined in Item 33 hereof, or for any other reason other than the fault of the TSP, and neither shipper, consignor, nor owner designates another address at which delivery can be made, TSP will place the property under the SIT provision of this item.
  16. When property is placed in SIT, the TSP's limitations on liability also apply to the party in possession of the property.

**NOTE 1:** Except as specifically provided for in Item 17, Paragraph 10, when property is placed in SIT in segments on different dates:

- a. The transportation rates and additional service charges in effect on the date of placement of the first segment will apply to that segment only, and
- b. The transportation rates and additional service charges in effect on the date(s) that each subsequent segment is placed in SIT will apply to these subsequent segments.

**NOTE 2:** When property is removed from SIT and extra pickups are ordered:

- a. The transportation rates and additional service charges in effect on the date that the extra pickup is performed will apply to the entire weight of the extra pickup, and
- b. The transportation rates and additional service charges in effect on the date of pickup of the SIT portion will apply to the entire weight of that portion.

**NOTE 3:** Except as specifically provided for in Item 17, Paragraph 10, each portion of the shipment will be rated at the applicable rate in effect on the date of pickup of each portion, based on the total weight of the entire shipment.

#### **Item 17-1 Attempted Delivery to Residence from Storage-in-Transit (SIT)**

**(17A) – Attempted Delivery – 30 miles or less**

**(17B) – Attempted Delivery – 31-50mi**

**(17C) – Attempted Delivery – Over 50mi**

**(17D) – Attempted Delivery – 1<sup>st</sup> Day**

**(17E) – Attempted Delivery – 30 miles or less – Overtime**

**(17F) – Attempted Delivery – 31-50mi – Overtime**

**(17G) – Attempted Delivery – Over 50mi – Alaska**

1. Compensation to the TSP for attempted delivery to residence from SIT when failure to deliver is not the fault of the TSP will be as follows:
  - a. **Round trip distance** from the storage facility to residence and return: Item 210, Pickup or Delivery Transportation charges on SIT Shipments, WILL APPLY. Pursuant to the provisions of Item 210, Defense Table of Official Distances (DTOD) shall be used for “key entry mileages” (manual lookup). For example, when a shipment moves within the same BPC.
  - b. **SIT:** A second first day storage charge will apply when the shipment is returned to SIT at the warehouse location. Storage charges will continue to apply at the additional daily rate until shipment is removed or delivered from storage, except as provided in Item 17, Paragraph 6.
  - c. **Waiting Time:** The provisions of Item 120 WILL APPLY if TSP is required to wait at residence. “These items require prior approval from the Government.” See SDDC Baseline Tariff files for rates. For Item 17C and 17G use the appropriate linehaul table for computation of baseline charges. For Item 17A use the baseline rates for SIT P/D under Item 210A; for Item 17E use rates for Item 210D.

**NOTE 1:** Attempted delivery will normally NOT APPLY as deliveries are usually arranged directly between the TSP and customer. Only in circumstances where the delivery date in question was scheduled by the PPSO may the TSP request attempted delivery. In DP3, the TSP is responsible to maintain continuous contact with the member/employee.

**NOTE 2:** In circumstances where attempted delivery is authorized (see Note 1), validation of the attempted delivery requires preapproval from the PPSO while at residence. If a TSP arrives at delivery point and cannot locate the member or an authorized Representative, the TSP must contact the PPSO while at the delivery point to request preapproval of an attempted delivery. The PPSO will have 1 hr of free waiting time from the time they are contacted to locate the member/representative or to approve/disapprove the attempted delivery.

**NOTE 3 :** Once the TSP and member/employee have agreed to a delivery date, the TSP MUST update DPS with a "Scheduled delivery date" PRIOR to the actual delivery date or 2 hours after agreeing to a delivery date/time with the customer, whichever is EARLIER. If a TSP fails to enter the scheduled delivery date in DPS the PPSO will have grounds for disapproval of any attempted delivery charge, even if the delivery was scheduled by the PPSO.

#### **Item 17-2 Termination of Liability for Goods in SIT**

1. The TSP's responsibility for a shipment and its liability under the bill of lading for a shipment in SIT shall terminate, and the warehouse shall become the final destination of the shipment, on midnight of the day specified in the notice which the TSP receives through DPS advising that the government nature of the shipment will terminate. The notice of termination cannot be retroactive. A termination notice will only be effective if transmitted to the TSP through DPS. No other form of electronic notice will be accepted by the TSP

as notice of termination unless the government, or the TSP, identifies a system malfunction that would require an alternative method of notification (i.e. fax or e-mail). This notice of termination can be rescinded not later than one business day prior to the effective date of the DPS termination.

- The government will pay the TSP for all SIT costs, up to and including the day of termination. Once termination, in accordance with the above paragraph has occurred, the government may not revive the TSP's liability under the original bill of lading, or reinstate the original bill of lading. If the government wishes to continue the government's funding of the shipment and pay for continued storage, the government must enter into a new contract with the warehouse and/or issue a purchase order or new bill of lading for delivery and any additional services needed after the termination notice.

**Item 18 Governing Publications**

- This tariff is governed by the following described publications:

Title Of Publication	Issuing Agent
DoD Participating TSPs And Scope of Operations All DoD governing publications are listed in the Defense Transportation Regulation (DTR) in Appendix K	SDDC and USTC J5/4
National Zip Code Directory	U.S. Postal Service (USPS)
National 3-digit zip code directory (See NOTES)	SDDC
Mileage Guide No. 19 (See NOTES)	Rand McNally
DTOD will be the governing mileage guide for manual key entry mileages throughout the tariff	SDDC

The application of this tariff is governed by the zip code for each area or place within the United States as assigned by the United States Postal Service as found in the National Zip Code Directory. The first three (3) digits of the zip code define the applicable geographical service area for rate application purposes.

If the United States Postal Service changes the BPC of a zip code after the effective date of this tariff, the old BPC shall be used for shipment rating purposes until a new corresponding BPC is provided for herein.

This tariff uses a Base Point City concept. Data from the National 3-digit zip code directory is used to establish the Base Point Cities and the data from Rand McNally Mileage Guide 19 (MG 19) establishes the mileage between the Base Point Cities. There are currently 783 Base Point Cities and 227 Service Areas consisting of 20 metro services areas and 207 non-metro service areas.

**NOTE 1:** The application of specific distance-based items (Item 125, Shuttle Service, and Items 17-1 and 210, relating to pickup and delivery transportation charges on SIT shipments [when storage facility and residence have the same first three digits in their zip codes], and Alaska transportation charges) is also governed by the Mileage Guide as provided herein.

**NOTE 2:** Where a mileage radius is named, such mileage radius shall include all points within the described number of highway mileage from the point that designates the mileage basing location of such named city as shown in the governing Mileage Guide. Where cities or points are partly within the described number of miles, such will be considered as wholly within the described number of miles.

**NOTE 3:** References to Mileage Guide 19, as well as the other governing publications, also refers to subsequent reissues of these publications.

**Item 19 Performance Periods**

The performance periods over which TSPs will be evaluated under this tariff, and the corresponding Performance Period data cutoffs for calculating CSS scores, are as follows:

Performance Periods	Data Periods for CSS
1 January - 14 May	1 November - 31 October
15 May - 31 July	1 March - 28 February
1 August - 30 September	1 June - 31 May
1 October - 31 December	1 August - 31 July

Performance Scores are calculated and re-ranking of TSPs occurs at the end of the each performance period. **The Customer Satisfaction Survey score used for these performance periods will consist of the past twelve months of data with the cutoff dates shown above.** Ranking is based on a TSPs Best Value Score (BVS) with the Performance Score calculated per shipment market and the Rate Score calculated for each channel and code of service combination in DPS. See Appendix U.Q. and U.F. for additional details on BVS and how performance periods apply.

#### **Item 20 Available for future use**

#### **Item 21 Available for future use**

#### **Item 22 Hourly Rates**

1. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - a. Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - b. When in excess of 15 minutes but not more than 30 minutes, the charge shall be for one half hour.
  - c. When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three quarters of an hour.
  - d. When in excess of 45 minutes, the charge shall be for one hour.

#### **Item 23 Available for future use**

#### **Item 24 Available for future use**

#### **Item 25 Minimum Charge**

1. Except as may be otherwise specifically provided for in this tariff, or as amended, shipments transported under the provisions of this tariff weighing less than 1,000 pounds shall be accepted only at a weight of 1,000 pounds and applicable rates and charges based on weight shall be subject to 1,000 pound minimum.

**NOTE 1:** All shipments subject to weighing provisions as provided in Item 4.

#### **Item 26 Available for future use**

#### **Item 27 Warehouse Pickup and Delivery Service**

1. Except as otherwise provided herein, when a shipment is delivered to or picked up at a warehouse (including third party warehouse and self-storage/mini-warehouse locations), the charges for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.
2. REFER TO ITEM 225, IN SECTION 2, OF THIS TARIFF FOR APPLICATION OF CHARGES TO APPLY when the TSP enters the warehouse, at the government's request, for the purpose of removing items stored from, or placing items into, the warehouse. (Refer to Item 17 for application of SIT charges.).

**Item 28 Stopoffs and Diversions****(28A) – Extra Pickup****(28B) – Extra Delivery**

1. **Diversions and Stopoffs.** This item contains the provisions that apply when a shipment is diverted or when additional stops are made to perform extra pickups or deliveries.
2. **Stopoffs:** At the request of the government, extra stops or calls will be made at locations necessary to accomplish the extra pickup or extra delivery of portions of the shipment.
  - a. Extra stops or calls are additional pickups made after the first pickup or additional deliveries made prior to the final delivery of the shipment. Each such extra stop or call shall constitute an extra pickup or delivery. An extra stopoff fee will apply for each extra pickup or delivery that is performed, in addition to the transportation and additional service charges provided in Paragraphs (b) and (c) below.
  - b. The transportation charges on shipments with extra pickups or extra deliveries will be determined based on the weight of the total shipment, including any additional weight picked-up or delivered at any stopoff(s), rated on BPC miles **FROM** the point of origin **TO** point of destination **VIA** any stopoff point(s).
  - c. The rates for additional services performed in conjunction with any extra pickup(s) will be based on the additional service rates applicable at shipment origin and the rates for additional services performed in conjunction with any extra delivery(s) will be based on the additional service rates applicable at shipment destination.
3. **Diversions:** Upon instructions from the government, the shipment will be diverted subject to the following terms and conditions. TSP may require that all such instructions be in writing.
  - a. The term “diversion” as used herein means, either:
    - 1) A change (after loading of the vehicle while en route) to the destination of the shipment outside of the BPC of the original destination, or
    - 2) A change in the route at the request of the government.
  - b. When the TSP receives an order for diversion, diligent effort will be made to locate the shipment and effect the change desired, but the TSP is not responsible for failure to effect the change ordered, unless such failure is due to error or negligence on the part of the TSP.
  - c. The transportation charges on shipments diverted to a new destination, while the vehicle is en route or upon arriving at the original destination will be determined based on the total transportation charge from the shipment origin to the point where the shipment was diverted, plus the transportation charge from the point where the shipment was diverted to the final destination.
  - d. On shipments diverted to a warehouse for SIT at a location other than the original destination, the warehouse will be considered the destination point, and transportation charges to the warehouse will be assessed under the provisions of Paragraph 3.c. of this item. Charges for storage and further transportation will apply based on the rates and charges named in this tariff.
  - e. Not applicable if diversion instructions are received prior to the movement of the shipment or if the shipment is in SIT at destination. For delivery out of destination SIT, shipments will be paid according to charges for further transportation in Item 210 and subject to the discounts in effect on the PPGBL that brought the shipment into SIT.
  - f. If PPSOs request delivery out of SIT greater than 50 miles (aka long delivery out of SIT) the TSP will agree to deliver the shipment under the same GBL that brought the shipment into SIT. No additional documentation will be provided and the TSP will bill the additional transportation charge utilizing Item code 210c.

NOTE 1: The rate (discount) that will apply on shipments placed in SIT within the AOR of the installation or address in Block 18 of the PPGBL will be the rate (discount) that applied on the original PPGBL, even if such warehouses cross into a different rate area (aka Region).

#### Item 29 Available for future use

#### Item 30 Available for future use

#### Item 31 Available For Future Use

#### Item 32 Prohibited and Restricted Articles

1. TSP will not accept shipment property liable to contaminate or otherwise damage equipment or other property, nor will TSP accept shipment articles which cannot be taken from the premises without damage to the article or the premises, nor, will TSP accept for shipment perishable articles including frozen foods, articles requiring refrigeration or perishable plants except as provided in Paragraphs 2, 3, or 4.
2. Frozen food will be accepted for transportation provided:
  - a. The food is contained in a freezer, which at time of loading is at normal deep freeze temperature.
  - b. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.
  - c. No storage of shipment is required.
  - d. No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of the TSP.
3. Perishable plants will be accepted for transportation provided:
  - a. The shipment is transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from the time of loading.
  - b. No storage is required.
  - c. No preliminary or en route servicing or watering or other preservative method is required of the TSP.
4. The TSP will not be responsible for any perishable article included in a shipment without the knowledge of the TSP.
5. TSP WILL NOT ACCEPT for shipment under any circumstances tanks or bottles designed to contain butane or propane, including tanks and containers for gas barbecue grills, torches, tools or appliances. This prohibition also includes tanks or bottles that have been certified as empty.
6. Refer to the DTR Appendix I regarding hazardous materials.

#### Item 33 Application of Shuttle Service and Impractical Operations

Refer to section 2, item 125, for details on shuttle service charges and/or extra labor charges, which shall be in addition to all other transportation or accessorial charges.

1. Application of Shuttle Service
  - a. **NOTE: WHEN THE SHIPMENT IS PICKED UP BY AN AGENT OR DELIVERED FROM SIT, SHUTTLE SERVICE WILL NOT NORMALLY BE APPROVED, UNLESS THERE ARE UNUSUAL CIRCUMSTANCES AND THE GOVERNMENT HAS REVIEWED AND APPROVED THE REQUEST.-**
  - b. It is the responsibility of the customer/employee to make the shipment accessible to TSP or accept delivery from TSP at a point at which the road haul vehicle may be safely operated.

- c. When it is physically impossible for TSP to perform pickup of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the TSP shall hold itself available at point of pickup or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- d. Upon request of the government the TSP will use or engage smaller equipment than its normal road haul equipment and/or provide extra labor for the purpose, if possible, of transferring the shipment between the origin or destination address and the point of transfer (normally the TSP's nearest warehouse or storage facility) to or from TSP's road haul equipment.
- e. If the customer/employee does not accept the shipment at the nearest point of safe approach by the TSP's road haul equipment to the destination address, the TSP, upon government approval may place the shipment or any part thereof not reasonably possible for delivery, in storage at the nearest available government approved warehouse of the TSP.
- f. Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered, to warehouse location shall be computed on basis of weight of shipment or that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered.

## 2. Impractical Operations

Nothing in this tariff shall require the TSP to perform any service at any point or location where, through no fault or neglect of the 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, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the TSP to render line haul or pickup or delivery or any other service from, to or at other points or locations;
- d. TSP's hauling contractors, TSP's employees or TSP's agents are precluded, for reasons beyond TSP's 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 by line haul equipment.
- f. When service is impractical for reasons stated in this rule, and service can be completed through the employment of services of a third party, see Item 35.

### **Item 34 Available for future use**

### **Item 35 Third Party Charges**

#### **(35A) – Third Party Service (TPS)**

#### **(35B) – Service Charge – Florida Keys**

1. This item applies when prior approval has been provided by the PPSO for the TSP to obtain services for the completion of the move. These services include, but are not limited to 3<sup>rd</sup> party charges, tolls (bridge and ferry) and any other services not otherwise identified in this tariff but requested and approved by the PPSO as necessary for the completion of the move.

- a. All such 3<sup>rd</sup> Party charges will be **supported by paid receipts** and apply in addition to all other applicable tariff charges **provided that prior approval for services has been authorized**.
- b. Toll charges will be advanced by the TSP, for expenses incurred by the TSP as a result of transiting bridges or ferries that are subject to officially assessed federal, state, county or local use fees (See NOTE 1).

**NOTE 1:** Except as otherwise specifically provided herein, tolls are restricted to bridges or ferries that are subject to officially assessed federal, state, county or local use fees. Shipments transported from or to Plantation, FL or Islamorada, FL and points south and west in the Florida Keys, will be subject to a transportation service charge. This charge shall apply in addition to any applicable bridge and ferry charges, based on the weight at which the line-haul transportation charges are computed. Tolls should be based on the weight of the shipment, subject to the applicable minimum weights. For applicable Key West Service Charges, refer to the baseline tariff files.

**NOTE 2:** When the origin or destination of the shipment, or a portion thereof, is located at a point accessible only by the use of a ferry, the following provisions apply:

- a. The actual ferry charges will be billed by the TSP to the government as 3<sup>rd</sup> party charge as provided herein.
- b. When TSPs normal line haul equipment cannot be accommodated by the ferry system, shuttle service will be provided, subject to the charge and provisions named in Item 33, paragraph 1 and Item 125.
- c. Waiting time charges as provided in Item 120 of the tariff will apply commencing with the arrival of the TSP's vehicle at the ferry point of embarkation, during the vehicle crossing, and terminating when the vehicle disembarks from the ferry. The allowable free waiting time provisions provided for in Item 120 will not apply during the ferry waiting and transportation period described herein.

NOTE 3: Fuel surcharge is not authorized, and shall not be billed or paid, on third party services (TPS).

NOTE 4: Third Party Servicing DOES NOT APPLY to washers (e.g. front load) and other household articles that require bracing/stabilization (and de-bracing/destabilization) of moveable parts IN or ON such appliances. The cost of this service is considered to be part of the TSPs transportation charge.

NOTE 5: Crating is not recognized as a third party service. TSPs must bill the appropriate item code 105B and/or 105E and will only be paid according to the charges in Item 105. Crating DOES NOT APPLY to flat screen televisions with screen sizes below 60 diagonal inches (see Item 105).

#### **Item 36 Available for future use**

#### **Item 37 Available for future use**

#### **Item 38 Available for future use**

#### **Item 39 Available for future use**

#### **Item 40 General Price Adjustment**

1. General Price Adjustment (GPA) - This item provides for the mechanism by which SDDC may choose to apply an adjustment, effective with the new annual rate cycle (**Note 1**), to the rates and charges contained in the tariff based on the application of certain government cost indices.
2. A periodic GPA may apply on all rates and charges named in this tariff as provided herein.
  - a. Effective this issuance of the domestic tariff, the rates and charges in this tariff may be subject to a GPA as determined by the selected U.S. Department of Labor indices based on an annual review (**Note 1**) by SDDC. SDDC will provide notification to TSPs on any changes to baseline rates in conjunction with the issuance of this tariff. If an adjustment is not made to the baseline rates then the prior year's baseline rates will apply.

- b. Applicable U.S. Department of Labor indices are as reported on the Bureau of Labor Statistics [www.bls.gov](http://www.bls.gov) web site, as follows:
  - 1) **CPI Index** information is based on the Consumer Price Index, for All Urban Consumers (CPI-U), Not seasonally adjusted, U.S. City Average, for All Items (less Food and Energy), Series ID [cuur0000SA0L1E](#).
  - 2) **CEU Index** information is based on the average hourly earnings of production workers in the National Employment Index for Hours and Earnings, Not seasonally adjusted, for Transportation and Warehousing, specialized freight trucking, under NAICS Code 4842, Series ID [ceu4348420008](#).
- c. GPA will be based on the increase in the CEU times .41 (representing the labor portion of carriers' expenses) plus the increase in the CPI times .59 (representing the reciprocal of .41), as specified in Paragraph 2.b.
- d. To determine the GPA to apply, SDDC will first determine the unadjusted indexes (e.g. **from 30 September 2009 to 1 October 2010** basing period) for each index (CPI and CEU) applicable at the beginning and at end of the specified basing period. Second, SDDC will determine the percentage increase in the CEU, subtract the **ending** CEU from the **beginning** CEU and divide that answer by the beginning CEU, and then multiply that answers times .41. Third, SDDC will determine the percentage increase in the CPI, subtract the **ending** CPI from the **beginning** CPI and divide that answer by the beginning CPI, then multiply that answer times .59. Finally, SDDC will add the two weighted subtotals together to determine the GPA percentage increase/decrease that may apply. The GPA calculation will be rounded to nearest the tenth of a percent according to normal rounding procedures.
- e. Notwithstanding any other provisions of the tariff, the GPA WILL NOT APPLY to the provisions of 3<sup>rd</sup> Party Charges & Valuation or other areas determined by SDDC.

*For example* (X = index number to be determined as provided herein):

	<u>October</u>	<u>to</u>	<u>October</u>	<u>% Change</u>	<u>times</u>	<u>Factor</u>	=	<u>GPA</u>
CPI Index =	X		X	X		.59		X
CEU Index =	X		X	X		.41		<u>X</u>
GPA Total =								<b>X.X GPA</b>

**NOTE 1:** The GPA calculations will be performed by SDDC based on an annual review of CPI and CEU data. SDDC will announce in this tariff whether adjustments will be applied, allowing TSPs time to adjust rates as needed prior to DPS Rate Filing. If a GPA adjustment is made, it will be incorporated into the 400NG baseline rates and will be effective on May 15<sup>th</sup> of each year (e.g. May 15<sup>th</sup>, 2010).

**Item 41 Economic Price Adjustment**

**1. Economic Price Adjustment (EPA)**

Industry associations that represent various TSPs or TSP's that are not affiliated with an association may submit a request to SDDC for a price adjustment regarding unusual surges in unforeseen operating expenses (excluding fuel price adjustment). Surges must be extreme or prolonged in nature that causes a hardship on TSP's. The request shall include a proposal for an adjustment, the amount of the adjustment and supporting documentation clearly explaining the need for the increase and how it was derived. Within 30 days upon receipt of the request and complete supporting data, SDDC will determine whether a price adjustment is warranted. Every effort will be made to develop a fair and reasonable adjustment; however, SDDC will make the final decision as to whether an adjustment will be made, as well as the amount, if any, of the adjustment. TSP's will continue performance pending a determination of any adjustment and its effective date and thereafter through completion of the annual rate cycle.

**Item 42 Available for future use**

**Item 43 Available for future use****Item 44 Definition of Holidays**

1. Except as otherwise specifically provided in this tariff, reference to the term "holiday" shall be the date such as the, U.S. National or officially declared State holidays are observed.
2. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.
3. Charges for holidays in this tariff shall apply only when service is rendered within a State on such observed holiday date.
4. **For reference purpose only**, U.S. National Holidays Are:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	The Third Monday In January
Washington - Lincoln Day	The Third Monday In February
Memorial Day	The Last Monday In May
Independence Day	July 4 <sup>th</sup>
Labor Day	The First Monday In September
Columbus Day	The Second Monday In October
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	The Fourth Thursday In November
Christmas Day	December 25 <sup>th</sup>
January 20 of Each Fourth Year After 1965 Inauguration Day At Any Point In the District of Columbia Only	

**Item 45 Available for future use****Item 46 Collection of Freight Charges on HHGs Shipments Involving Loss or Destruction In- Transit****(46A) – Unearned Freight Charge Refund**

1. The TSP shall not collect, or require the government to pay, any published charges (including any charges for accessorial services) when that shipment is totally lost or destroyed in transit. The provisions of this item shall apply only to the transportation of HHGs. Notwithstanding any other provisions of this item, a TSP shall collect, and the shipper shall be required to pay, any specified valuation charge that may be due. This item shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.
2. In the event that any portion, but less than all, of a shipment of HHGs is lost or destroyed in-transit, a TSP of HHGs in interstate or foreign commerce shall, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment as provided in 49 CFR, Part 375, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. To calculate the charges applicable to the shipment as delivered, the TSP shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The provisions of this paragraph shall apply only to the transportation of HHGs as defined in 49 CFR 375.1(b) (1). Notwithstanding any other provisions of this paragraph, a TSP shall collect,

and the shipper shall be required to pay, that portion of any charges for accessorial or terminal services rendered which corresponds to the portion of shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provisions of this paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. TSPs shall determine, at their own expense, the portion of the shipment not lost or destroyed in transit.

3. In the event that a shipment of HHGs is transported on more than one vehicle, the TSP transporting such a shipment shall collect the published charges due for that shipment, subject to the provisions of Item 46 Paragraph 2, but such TSP may collect those charges only after all parts of the shipment have been tendered for delivery, or may collect only that percentage of its published charges corresponding to that portion of the shipment which is tendered for delivery.
4. The rights provided by this item are in addition to, and not in lieu of, any other rights which the shipper of HHGs may have with respect to a shipment of HHGs which is lost or destroyed, or partially lost or destroyed, in transit, whether or not that shipper has exercised the rights provided above.
5. When reweigh of any shipment is made pursuant to this item, the charges for the reweigh will not apply, and the cost of such reweigh shall be borne by the TSP.

#### **Item 47 Offset action against Transportation Service Providers**

Currently, PowerTrack does not have the capability to process administrative offsets under the provisions of 31 USC 3716. By accepting shipments under this tariff, the Transportation Service Provider gives consent for a representative of the Department of Defense or United States Coast Guard to access PowerTrack, generate, and approve electronic bills (ebills) in lieu of an administrative offset under 31 USC 3716, and agrees to hold US Bank, or a successor administrator of PowerTrack, harmless for any ebills approved, paid or collected under this provision. Approved ebills paid or collected under this provision by the Department of Defense or United States Coast Guard shall be treated as an administrative offset for the purpose of appeals and refunds.

#### **Item 48 Available for future use**

#### **Item 49 Available for future use**

#### **Item 50 Effective Date Governing Application of Rules, Rates and Charges of This Tariff**

1. Except as otherwise specifically provided in this tariff, all rules, rates and charges in effect on the date shipment is picked up shall apply.
2. See specific provisions in Item 16, Fuel Policy (TR-12) at [www.sddc.army.mil](http://www.sddc.army.mil) - Item 17 SIT, and the application of Peak Season Charges in Section 2, for effective dates governing application of these provisions.

#### **Item 51 Available for future use**

#### **Item 52 Available for future use**

#### **Item 53 Available for future use**

#### **Item 54 Available for future use**

#### **Item 55 Available for future use**

**Item 56 Rates Based On Minimum Weight or Minimum Volume**

1. When transportation charges for shipments of individual customers/employees as described in Item 100, Paragraph 2.a. of this tariff are based on minimum weights or volume, TSP must indicate on the Bill of Lading the minimum weight or volume - base rate, and the minimum charges applicable to the shipment.
2. If TSP fails to comply with the provisions of Item 56, Paragraph 1 the minimum weight or volume provisions will not apply, and in lieu thereof, the actual weight or actual volume of the shipment will be used to determine the applicable transportation charges.
3. The transportation charge, and all other charges based on weight, are based on the weight of the shipment with the following minimums:
  - a. HHG - 1,000 pounds net.

**Item 57 Available for future use****Item 58 Removal or Placement of Property from or to Inaccessible Locations**

1. It is the responsibility of the customer/employee 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 (4) does not allow a person to stand erect. If the customer/employee requests and TSP agrees to removal or placement of property from or to such areas not readily accessible, Item 120, Labor Charges, will apply for this service and shall be paid by the customer/employee. If the government requests these services, then the TSP shall bill government for the charges.

**Item 59 - 99 Available for future use****Item 100 Classification of Articles (Commodity Description)**

1. The description of property to which rates, charges, rules, and regulations apply is that class of property designated as a commodity under the following commodity description: USED HOUSEHOLD GOOD consisting of personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling.

**2. 1ST Proviso – HHGs**

The term 'HHGs', as used in connection with transportation, means PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A DWELLING, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is:

- a. Arranged and paid for by the householder, except such term does not include property moving from a factory or store, other than property that the householder has purchased with the intent to use in his or her dwelling and is transported at the request of, and the transportation charges are paid to the TSP by, the householder, or
- b. Arranged and paid for by another party.

# **Section 2**

## **Additional Services**

## **Application of Transportation Charges**

The transportation charges in this tariff include the loading of the shipment at the point of origin, vehicle transportation to the point of destination, and the unloading of the shipment at destination but **do not include** the Additional Services named in Sections 1 and 2 of this tariff.

The transportation charges apply on a seasonal basis; higher Peak Season charges apply on shipments picked up on May 15th through September 30th of each calendar year. The transportation charges do not include the Additional Services named in Sections 1 and 2 of the tariff. Except for pickup or delivery of SIT shipments transported under Item 210, the line-haul transportation charges on ALL FIRST PROVISO shipments picked up for delivery to SIT, or delivered from SIT during the period of May 15th through September 30th of each calendar year will be subject to the PEAK SEASON transportation charges provided in the tariff. For transportation charges on shipments delivering out of SIT beyond 50 miles (Item 210c), the discounts in effect on the requested pickup date when the shipment was awarded will apply.

The transportation charges apply for the transportation of HHGs to all points in the United States as provided for in Item 1 of the tariff. The charges apply between BPCs. The electronic rating engine in DPS will calculate transportation and associated charges for all of the thousands of possible zip code-BPC combinations. SDDC also provides the applicable baseline rates and an associated mileage calculation tool (DPS Mileage and Transit Time and SIT eligibility.xls) on [sddc.army.mil](http://sddc.army.mil) which can be used to calculate applicable charges.

## **Application of Additional Services**

Except as may otherwise be specifically provided for, the Additional Service rates and charges provided for in this section apply throughout the United States and are in addition to all other rates in the tariff.

This section of the tariff describes the application of the Additional Service items and the baseline tariff files at [sddc.army.mil](http://sddc.army.mil) provide the specific charges that apply.

## **Application of Transportation Charges and Additional Services**

**NOTE 1:** The Transportation Charges apply for shipments of HHGs consisting entirely of articles embraced in Paragraph 1 of Item 100.

**NOTE 2:** If the United States Postal Service changes the BPC of a zip code after the effective date of this tariff, the old BPC shall be used for rating purposes until a new corresponding BPC is incorporated into a revised edition or a modification to this tariff, including the electronic rating engine portion.

**NOTE 3:** Transportation charges apply based on the actual weight of the shipment, subject to the minimum weights provided in the rules of the tariff.

**NOTE 4:** The transportation charges in the tariff also apply to all points in the 48 contiguous United States (including the District of Columbia) AND points in Alaska (via motor-water-motor routes or via all-motor routes) as provided for in the rating engine (as selected by the tariff user, based on the actual mode of transport).

### **Item 101 - 104 Available for future use**

### **Item 105 Packing and unpacking services**

**(105A) – Full Pack/Full Unpack**

**(105B) – Pack Regular Crate**

**(105D) –Debris Removal within 30 days**

**(105E) – Unpack Regular Crate**

**(105J) – Storage inspection fee (in lieu of full pack ONLY)**

## 1. Container Service

This item applies when the TSP furnishes cartons and performs the packing of some or all of the articles in the shipment. The item applies on a hundredweight basis for complete (full-pack jobs) shipments. Overtime labor rates will only apply after the TSP has the shipping office prior approval. Regular time and overtime rates apply, based on the time of the day and the day of the week that the service is performed. The rates contained in the rating engine include the cartons and packing materials. Rates are not provided for containers or materials that are supplied but not packed by the TSP.

2. Only when packing is performed, the Government will pay for full pack and full unpack and the TSP will provide the applicable service at origin and destination. Custom Pack and Custom Unpack will not apply to DoD. "Charges for Full Unpacking are based on 25% of the Full Pack Rate at the destination schedule for regular time, which is then discounted by 58%. The Full Unpacking rate line is always the rate line for Full Pack CWT 16000 lbs and under located in the baseline tariff files." TSP's rates/discount off the 400NG tariff will apply to the total of full pack/unpack.

**NOTE 1:** Except as otherwise provided, Container Service charges apply at the location where the service is provided when TSP performs packing, unpacking, debris removal, crating or uncrating service for the shipment (See NOTES 4 and 5).

**Refer to the baseline tariff files for the applicable Container Service charges defined in Parts 1, 2, 3, and 4 of this item.**

### Part 1: Full Service Packing and Unpacking

Full Service Packing and Unpacking includes all of the cartons, containers and packing service required and provided by the TSP to pack the shipment for interstate transportation (See NOTE 10).

Full Service Packing and Unpacking rates apply based on the net weight of the shipment and include all cartons and containers (see NOTE 12) furnished by the TSP. Full Service Packing and Unpacking consists of packing and unpacking of all such cartons and containers, and debris removal on the day of delivery.

Customer/employee 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 will only be authorized by the government and must be preapproved (see Part 3).

Full Service Packing and Unpacking charges do not include crating service and will not apply on shipments that the TSP does not pack (e.g. shipments released from Non temporary storage [NTS], shipments from SIT where the GBL has been terminated). In lieu of full pack/unpack, an inspection fee of \$3.03 per actual net cwt will apply for shipments that pickup from storage warehouses and are already packed.

**NOTE 2:** The inspection fee, along with the appropriate full unpack amount due, should be billed as a miscellaneous item code in lieu of item code 105 until otherwise announced.

**NOTE 3:** The full unpack will be subject to the TSPs linehaul discount, the inspection fee will be a flat rate not subject to discount.

Refer to Part 4 of this item for crating service provisions. "Packing and unpacking of crates is charged by cubic foot, or fraction thereof, and is subject to a four cubic foot minimum. Packing is based on the rate per cubic foot at the origin schedule".

The charges in this part apply based on the weight of the shipment. The weight of motor passenger vehicles (automobiles, pick-up trucks, vans, sport utility vehicles, and dune buggies) will be deducted from the shipment weight prior to determining the Full Service Packing and Unpacking charges contained in this Part.

### Part 2: Custom Service Packing

Custom Pack and Custom Unpack will not apply to DoD shipments.

### Part 3: Debris Removal Service

- a. Debris Removal Charges apply when the PPSO requests that the TSP perform debris removal of unpacked cartons subsequent to the date of delivery and the service is performed.
- b. Debris Removal Service is utilized by exception only as provided by Services guidance (e.g., Blue Bark, etc) and only upon specific request and preapproval by the PPSO/PPPO.
- c. Debris removal is performed in conjunction with unpacking service and a debris removal charge will NOT APPLY for the cartons unpacked by TSP at the time of delivery.
- d. Debris removal service performed after delivery must be performed within thirty (30) days of delivery date and be preapproved by the government.

#### **Part 4: Crating Service**

- a. Crating Service charges apply when the TSP is requested to provide crates (specially constructed for mirrors, paintings, glass or marble tops and similar fragile articles) based on the gross measurement of the crate (subject to a four (4) cubic foot minimum). The packing service charge for crates includes the construction and packing of such crates, which remain the property of the customer/employee. **Separate charges apply for the unpacking of crates.**
- b. In the event the TSP does not possess qualified personnel to construct such crates, TSP will, upon request of the government, be responsible for obtaining a qualified representative to construct such crates. Crating service must have prior approval from the shipping office. The rating engine includes charges for crating and only those charges from this tariff will apply. Crating is not recognized as a third party service. TSPs must bill the appropriate item code 105B and/or 105E and will only be paid according to the charges in Item 105
- c. The TSP must request preapproval for both crating and uncrating. Origin and destination PPSOs/PPPOs are responsible for reviewing preapproval requests for BOTH crating and uncrating, which are separate items. If origin authorizes crating (105B) then destination will authorize uncrating (105E).

**NOTE 4:** All crating shall be done at origin residence; all uncrating shall be done at the destination residence.

**NOTE 5: Extra Stops.** On shipments picked up or delivered at more than one location, the initial point of origin and the final point of delivery shall be the basis for the determination of rates and charges under this item.

**NOTE 6: Overtime Hours.** The TSP must have prior approval from the government for overtime hours. Container Service charges for packing, unpacking, debris removal and crating/uncrating apply when service is performed during regular service hours, which, for purposes of this item, are defined as between 8:00 a.m. and 5:00 p.m. Monday through Friday (excluding Holidays). **When service is performed on Saturdays, Sundays or Holidays, or between the hours of 5:00 p.m. and 8:00 a.m. Mondays through Fridays,** charges for overtime service will apply and must be pre-approved by the government. When performed for the TSPs convenience, overtime shall not apply. Overtime for debris removal or crating service, if applicable, will be paid in accordance with the OT labor rates for Item code 120D provided in the SDDC baseline tariff files. Overtime for full pack/unpack will be paid under the labor rates for Item code 175 in the SDDC baseline tariff files.

**NOTE 7: Determining Weights.** When a Privately Owned Vehicle (POV) is loaded after weighing of the HHG the TSP **must remove the weight of any POV(s) included in the shipment.** TSPs may substitute the manufacturer's weight for automobiles, pick-up trucks, vans, sport utility vehicles, dune buggies, and specialty motor vehicles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the Branham Automobile Reference Book, the N.A.D.A.'s Official Used Car Guide, or from other appropriate reference sources of manufacturer's weight, or the customer/employee may provide The TSP with copies of manufacturer's documents evidencing the weight of the article included in a shipment.

**NOTE 8:** Cartons Furnished by customer/employee. Container Service rates in this item apply ONLY for cartons and containers that are furnished by the TSP.

**NOTE 9: Rates Not Applicable for Cartons or Containers ONLY.** The rates provided DO NOT APPLY for containers or cartons that are supplied but not packed by the TSP.

**NOTE 10:** Repacking Shipper Cartons Under Full Packing Service. When the TSP, to insure safe transportation, is required to repack cartons or containers that have been packed by the shipper, **Item 120 Extra Labor** rates will apply for the time spent unpacking such shipper-packed cartons (however, no additional repacking or carton charges will apply for such cartons because these charges are already included in the Full Service Packing charges for the shipment).

**NOTE 11:** Packing and unpacking rates for crate will apply per each cubic foot or fraction thereof based on the gross measurement of the crate.

**NOTE 12:** No additional compensation will be provided for Flat screen television cartons or containers. Subject to PPSO approval, crating charges may only apply to flat screen televisions in excess of a 60 inch diagonal screen size. TSPs may utilize the member's previously used shipping container, if available and serviceable, at no cost to the government. The member/employee shall be responsible for the servicing of such a television at origin and destination, including all associated connection/disconnection and mounting/unmounting costs.

Definition: Flat screen televisions include Plasma, LED, and Liquid Crystal Display (LCD), and other types which are four inches or less in depth, and incapable of standing alone without a form of support.

### Item 106 - 119 Available for future use

### Item 120 Extra Labor, Special Services and Waiting Time

(120A) – Extra Labor Regular

(120B) – Special Services

(120C) – Wait Time Labor Regular

(120D) – Extra Labor Regular – Overtime

(120E) – Special Services – Overtime

(120F) – Wait Time Labor – Overtime

1. Extra Labor, Special Services and Waiting Time

This item applies when the TSP provides extra labor, special services (such as disassembling or assembling **unusual articles**), or waiting time, when prior approval is obtained from the government. This charge is billed as indicated in the SDDC Baseline tariff files.

2. The hourly rates named herein will apply for services performed by the TSP, except as otherwise specified herein. Rates apply based on the location where the service is performed, pursuant to the Stopoff provisions of Item 28.

**Refer to the baseline tariff files for the charges for Extra Labor,  
Special Services and Waiting Time to apply.**

3. **Extra Labor**

Extra Labor charges apply when the TSP performs any services that are requested by the government that are not included in the transportation charges and for which there are no other applicable charges in the tariff.

- a. Extra labor charges apply per worker per hour on both a regular time and an overtime basis.
- b. Regular time rates apply when service is provided between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. (Refer to Item 44 for definition of Holidays.)
- c. Extra Labor Overtime is a part of the total Extra Labor and **is not** accounted for under the Overtime Loading & Unloading item code, Item 175. The Item code for Extra Labor Overtime is 120D. Extra Labor Overtime hours apply when extra labor service is performed (1) between 5:00 p.m. and 8:00 a.m. Monday through Friday, excluding Holidays, (2) during any hour on Saturdays, Sundays or Holidays, or (3) during any hour on Good Friday when service is provided in the New York City area (BPCs)

100,101,102,103,104,105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 124, 125, 126, and 127).

#### 4. **Removing and/or Disassembling and Reassembling**

The transportation charges in this tariff **do not include** any special services or labor required to:

- a. Remove any article(s) embedded in the ground OR secured to a building (i.e., floor, ceiling, roof, or wall), or
- b. Disassemble or reassemble any article(s), including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, German shanks, steel shelving, pool tables, elongated work tables, counters, or other articles of an unusual nature, in order to ensure their safe transportation.

At the request of government, the TSP will provide such special services at the rates named in this item (See **NOTE 1**).

#### 5. **Appliance and Other Household Articles – Service and Re-Service**

The transportation charges in this tariff include **ONLY** service performed by the TSP to accomplish the bracing/stabilizing (and de-bracing/destabilizing) of moveable parts **IN** or **ON** appliances and other household articles (including, but not limited to, refrigerators, deep freeze cabinets, cooking ranges, dishwashers, washing machines, clothes dryers, stereo systems, radios, record players, television sets and air conditioners), which if not properly serviced prior to loading could be damaged in or incident to transit. Third Party Servicing **DOES NOT APPLY** to washers (e.g. front load) and other household articles that require bracing/stabilization (and de-bracing/destabilization) of moveable parts **IN** or **ON** such appliances. The cost of this service is considered to be part of the TSP's transportation charge

**It is important to note that** the servicing and re-servicing of appliances and other household articles **DOES NOT include:**

1. Any special service or labor (plumbing, electrical, carpentry, gas or ventilation connections, etc.) **required to DISCONNECT OR RECONNECT** such appliances and other household articles from or to the premises; and/or
2. Any preparation of article(s) by a third party in order to permit the safe transportation of the article(s), which **IF NOT PROPERLY SERVICED prior to loading, could be damaged in or incident to transit**. Does not apply to washing machines (e.g front load washers).

**See Item 135 and Item 35**

At the request of the government the TSP will provide such special services or labor, mentioned in 1) above, at the rates named in this item (See **NOTES 1 and 2**), subject to the TSP's ability to furnish qualified personnel.

#### 6. **Rigging, Hoisting and Lowering Service**

If, in the judgment of the TSP, it is necessary to use rigging, hoisting, or lowering services in order to accomplish the pickup or delivery of the shipment, or any portion thereof, TSP will perform such services at the rates named in this item, subject to government approval and the TSP's ability to furnish equipment and qualified personnel (See NOTE 1).

If TSP is unable to furnish or secure the equipment or qualified personnel, approved by the government, the TSP will be responsible for arranging such service.

#### 7. **Waiting Time**

Charges for waiting time apply on an hourly basis for each hour that the TSP provides waiting time service.

- a. Waiting time is a service that is subject to the availability of the TSP to perform such service and is only applicable if requested/preapproved by the PPSO and performed beyond the free waiting times indicated in this item
- b. Charges for waiting time, when not the fault of the TSP and when requested by the PPSO apply between the hours of 8:00 a.m. and 5:00 p.m. **ONLY** (see Paragraph e), subject to an allowance of two hours of free waiting time at destination. **After the expiration of the two hours of free waiting time,**

additional waiting time will be provided at the charges named herein, subject to the TSP's convenience. If TSP is unable to provide additional waiting time, the shipment may be placed into storage, pursuant to Item 17.

- c. For pickups the TSP is responsible for coordinating the pickup with the customer and one hour free waiting time shall be allowed at origin.
- d. When the shipment is delivered from SIT under the provisions of Item 210 of the tariff and delivery was scheduled by the PPSO the allowable free waiting time is one hour (see Item 17-1).
- e. A combined charge will apply per hour for each vehicle, each driver, and each helper furnished by the TSP.
- f. Charges do not apply on Sundays, or on National or State holidays, except when a Sunday or holiday pickup or delivery is specifically requested by the shipper. (Refer to Item 44 for definition of Holidays.)
- g. When the origin or destination of the shipment, or a portion thereof, is located at a point accessible only by the use of a ferry, the following provisions apply:
  - 1) The actual ferry charges will be paid by the TSP and billed to the shipper as an additional charge when supported by a paid receipt.
  - 2) When TSP's normal line-haul equipment cannot be accommodated by the ferry system, shuttle service will be provided, subject to the charge and provisions named in Item 33, Part 1, and Item 125.
  - 3) Waiting time charges as provided herein will apply commencing with the arrival of the TSP's vehicle at the ferry point of embarkation, during the vehicle crossing, and terminating when the vehicle disembarks from the ferry. The allowable free waiting time provisions will not apply during the ferry waiting and transportation period described herein.

**NOTE 1:** All **third party charges are in addition** to all other applicable tariff charges. A paid receipt shall support such charges provided that the government prior to services being performed pre-approved such services subject to the provisions of Item 35 (Additional 3<sup>rd</sup> Party Services).

**NOTE 2:** For applying charges for fractions of an hour for all services provided for in this item, refer to Item 22.

#### **Item 121 - 124 Available for future use**

#### **Item 125 Shuttle Service**

**(125A) – Shuttle Service – 25 or less miles**

**(125B) – Shuttle Service – Over 25 miles (Additional Distance Charge)**

**(125C) – Shuttle Service – 25 or less miles – Overtime**

**(125D) – Shuttle Services – Over 25 miles – Overtime**

**NOTE:** When the shipment is picked up by the tsp/agent or delivered from SIT, shuttle service will not normally be approved, unless there are unusual circumstances and the government has reviewed and approved the request.-

1. Shuttle Service. This item applies when the shipper requests shuttle service for pickup or delivery at inaccessible locations. "These items require prior approval from the Government." See SDDC Baseline Tariff files for rates.
2. When it is physically impossible for the TSP to perform pickup of the shipment at the origin address or to complete the delivery of the shipment at the destination address with normally assigned road haul equipment, Shuttle Service charges shall apply, for additional pickup or delivery services requested by the shipper, subject to the provisions of Item 33, Application of Shuttle Service and Impracticable Operations.
3. Except as otherwise provided, Shuttle Service charges apply at the point where the service is performed, pursuant to the Stopoff provisions of Item 28. The charges shown include the cost of the SHUTTLE VEHICLE

AND LABOR required to perform the shuttle service. Other Additional Services may apply depending upon the circumstances and conditions at the pickup and delivery locations. These include, but are not limited to, Waiting Time (Item 120), and Stopoffs and Diversions (Item 28).

**Refer to the baseline tariff files for Shuttle Service charges.**

**4. Shuttle Service Charges**

The charges provided are applicable when Shuttle Service is performed at job sites (residences or storage locations) that are within 25 miles of the location (storage facility or rental facility) where the shuttle vehicle is provided or obtained.

- a. When Overtime Shuttle Service is requested by the government, overtime charges apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges will not apply when service is performed for TSP's convenience. The Overtime Shuttle Service Charges provided for herein are applicable ONLY for the shuttle service operation; refer to Item 175 (Overtime Loading and Unloading Service) for additional overtime charges that may also be applicable
- b. Charges apply based on the weight of the shipment, or portion thereof that is loaded or unloaded, subject to a minimum weight of 1000 pounds. Separate weight tickets are required for shuttle services comprising a portion of a shipment and in excess of 1,000lbs. Failure to provide a separate weight ticket in such circumstances will limit compensation to 1,000lbs.

**5. Additional Distance Charge (Over 25 miles)**

If the distance between the storage facility or the rental facility, where the shuttle vehicle is rented or obtained, and the job site is more than 25 miles, an additional charge applies for each 25 miles, or fraction thereof. This charge is in addition to the shuttle charge otherwise provided for in this item. (If the distance between the storage facility or the rental facility and the job site is 25 miles or less, the Additional Distance Charge does not apply.)

- a. PPSOs/TSP should verify shuttle vehicle location and validate if additional distance will apply
- b. Pursuant to Item 18, DTOD mileage will be used when shuttle service is performed within the same base point city and is then manually looked up and keyed into the rating engine.

**Item 126 - 129 Available for future use**

**Item 130 Light and Bulky Article Classifications**

**(130A) – Bulky Article – Automobile, Truck, or Van**

**(130B) – Bulky Article – Motorcycle ≥ 250cc, Go-Carts, Three/Four Wheelers, Snowmobile, Riding Golf Car, or Small Recreational Vehicle**

**(130C) – Bulky Article – Jet Skis, Windsurfers, Canoes, or Kayaks**

**(130D) – Bulky Article – Boats ≤ 14 ft., Dinghies, Sculls, Skiffs, or Row Boats**

**(130E) – Bulky Article – Boats ≥ 14 ft. Civilian Only**

**(130F) – Bulky Article – Trailers Boat ≤ 16 ft**

**(130G) – Bulky Article – Big Screen TV ≥ 48 in. (excluding flat screen televisions)**

**(130H) – Bulky Article – Grand Piano or Baby Grand Piano**

**(130I) – Bulky Article – Play House, Tool Shed, Utility Shed, Animal Kennel, or Animal House > 100 cu ft.**

**(130J) – Bulky Article – Bath Tub, Hot Tub, Spa, Whirlpool Bath, or Jacuzzi > 100 cu ft.**

1. Light and Bulky Articles. This item applies when light or bulky articles, such as cars, large-screen televisions, or hot tubs, are included in the shipment.
2. When a shipment includes light or bulky articles as listed below, an additional loading and unloading charge shall apply

**Refer to the baseline tariff files for Light and Bulky Article charge.**

*NOTE: Charge does not apply to articles capable of being safely hand-carried by one person and/or transported in standard cartons as listed in Item 105, Container Service.*

- a. AUTOMOBILES, TRUCKS, VANS
- b. MOTORCYCLES (250cc and over), GO-CARTS, All Terrain Vehicles (THREE OR FOUR-WHEELER), SNOWMOBILES, MOTORIZED GOLF CARTS and other similar vehicles
- c. JET SKIS, WINDSURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS, ROWBOATS and BOATS 14 Feet in length and under with out trailers (see **NOTE 5**)
- d. BOATS over 14 feet in length (for civilians employee only, see **NOTE 4**).
- e. TRAILERS (BOAT)
- f. LARGE-SCREEN TELEVISIONS, 48 inches and larger EXCLUDING flat screen TV's (see Item 105)
- g. GRAND and BABY GRAND PIANOS (excluding upright pianos)
- h. PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS OR ANIMAL KENNELS or HOUSES, (set up over 100 cu ft) These charges will only apply if item is moved assembled.
- i. BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS, (Transported set-up, not dismantled) – over 100 cu ft.

**NOTE 1:** LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and apply each time a combined loading and unloading service is required, including shipments requiring SIT (except for TSP convenience)

**Exception:** Bulky item charges do not apply on shuttles when the TSP trans-loads from one vehicle to the other.

**NOTE 2:** In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

**NOTE 3:** The length of boats, canoes, skiffs, rowboats, kayaks, sailboats or jet skis shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by TSP.

**NOTE 4:** For Civilians Only, any boat and associated trailer 8 ft in width and under can be shipped and will be included in the shipment as HHGs.

**NOTE 5:** For Military Only, any boat 14 ft in length and under without trailer can be shipped and will be included in the shipment as HHGs.

**Exception:** This item WILL NOT APPLY when shipper orders Exclusive Use of a Vehicle under Item 5, Paragraph 2.

**NOTE 6:** Bulky item charges are not authorized for flat screen televisions.

#### Item 131 - 134 Available for future use

#### Item 135 Origin and Destination Service Charge

**(135A) – Origin Service Charge**

**(135B) – Destination Service Charge**

1. **Application.** The Origin and Destination Service Charge includes elevator service, stair and excess distance carries, and the additional transportation charge (ATC). This item applies on a hundredweight basis at the origin and destination point of the shipment to compensate the TSP for handling and servicing the shipment at each location.
2. All shipments shall be subject to an Origin and Destination Service Charge, which shall apply once at origin and once at destination based on the net weight of the shipment (see **NOTES 2 and 4** in this item), on a per hundredweight basis. The Origin and Destination Service Charges apply for the handling and servicing of the shipment at the origin and destination area, residence and/or third party storage or other such facility, whether inside or outside a building, providing such places are safe and accessible to TSP's personnel. This includes the cost for bracing/stabilization (and de-bracing/destabilization) of moveable parts IN or ON household appliances (see Item 35 and 120).
3. If additional services (such as, but not limited to Extra Labor, Waiting Time, Shuttle Service, Light and Bulky Articles, Overtime Pickup and Delivery, or Pickup and Delivery Service Applicable at Third Party and Self-Storage Warehouses) are requested or necessary to complete the handling and servicing of a shipment, they will be performed subject to the conditions, rates and charges named in Sections 1 and 2 of the tariff, and shall apply in addition to the charges named herein.

**Refer to the baseline tariff files for Origin and Destination Service Charges.**

**NOTE 1:** Origin and Destination Service Charges apply on a per hundred weight (cwt.) basis, based on the weight at which the transportation charge is based.

**NOTE 2:** On shipments picked up or delivered at more than one place, the initial point of origin shall be the basis for the determination of charges at points of extra pickup, the final point of delivery shall be the basis for the determination of charges at points of extra delivery and the total (combined) net weight of the shipment shall be the basis for the determination of charges under this item.

**NOTE 3:** On diverted shipments, the initial point of origin and the final point of delivery (not the point of diversion) shall be the applicable points for the determination of charges under this item. On shipments that are diverted back to origin, the Origin Service Charge shall apply twice.

**NOTE 4:** On SIT shipments, the initial point of pickup and the final point of delivery (not the point of storage) shall be the applicable points for the determination of the charges under this item. If the interstate shipment terminates at the storage facility, then the storage site shall be considered the final point of delivery.

**Item 136 - 174 Available for future use**

**Item 175 Overtime Loading and Unloading Service**

**(175A) – Overtime Load/Unload**

1. Pickup or Delivery Service on Saturdays, Sundays or Holidays. This item applies when the TSP performs pickup or delivery service on weekends, holidays, or after hours at the specific request of the shipper or if required by landlord requirements or local ordinances. Not applicable when done for TSPs convenience.
2. Except as otherwise provided for and subject to applicable notes below, an additional charge for each overtime loading or each overtime unloading shall apply at point where such service is performed, pursuant to the Stopoff provisions of Item 28.

**Refer to the baseline tariff files for Overtime Loading and Unloading charges.**

3. Overtime loading and unloading charges apply on all shipments when service is provided on Saturdays, Sundays, Holidays or between the hours 5:00 p.m. and 8:00 a.m. on Mondays through Fridays when this service is made necessary by:

- a. Specific request of the shipper or his agent.
- b. Landlord requirements.
- c. Prevailing laws and ordinances.

**NOTE 1:** Overtime loading and unloading charges will be based on actual weight subject to a minimum of 1000 pounds. If a only a portion of a shipment is loaded/unloaded a separate weight ticket **MUST** be provided, otherwise TSP is limited to billing 1000 lbs.

**NOTE 2:** Overtime loading or unloading charges will not apply when service is performed for TSP's convenience.

**NOTE 3:** Overtime loading or unloading services will be rendered only at the option of the TSP.

**NOTE 4:** Overtime loading or unloading services will be performed at a warehouse only when agreed to by the warehouseman.

**NOTE 5:** Overtime unloading charges will not apply at destination when First Proviso shipments (as defined in Paragraph 1 of Item 100) are delivered to a storage facility.

**NOTE 6:** Overtime loading and unloading charges also apply on Good Friday when service is rendered on that day in the New York City area (BPCs 100,101,102,103,104,105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 124, 125, 126, and 127).

**NOTE 7:** The provisions of this item **DO NOT APPLY** when the overtime provisions of Item 210 (Pickup and Delivery Transportation Charges on SIT Shipments) or Item 120 are applicable.

#### **Item 176 - 184 Available for future use**

#### **Item 185 Storage-in-Transit (SIT)**

##### **(185A) – SIT First Day**

##### **(185B) – Sit Additional Days**

1. This item applies when storage-in-transit is performed.
2. SIT charges are in dollars and cents per 100 pounds and apply based on **location shown in block 18 of the BL**. Charges for this service shall be based on actual weight of goods stored in transit, subject to a 1,000-pound minimum, except as provided in NOTE 1 below.
3. Storage charges apply for each day of storage, and apply each time SIT service is rendered. Storage days will include the day goods are placed in storage, and the day goods are removed from storage (except as otherwise provided in Item 17, Paragraph 5). If the goods are removed from storage on the same day they are placed in storage, one-day storage will apply.

**Refer to the baseline tariff files for SIT charges.**

**NOTE 1:** The SIT charges on shipments or portions thereof moving under provision of Item 5, Paragraph 2. Complete Occupancy of Vehicle, will be based on the weight at which transportation rate is based.

#### **Item 186 – 209 Available for future use**

#### **Item 210 Pickup and Delivery Transportation Charges On SIT Shipments**

##### **(210A) – SIT Pickup/Delivery 30 miles or less**

##### **(210B) – SIT Pickup/Delivery 31-50 mi**

##### **(210C) – SIT Pickup/Delivery Over 50 mi**

##### **(210D) – SIT Pickup/Delivery – Overtime**

##### **(210E) – SIT Pickup/Delivery 31-50 mi – Overtime**

##### **(210F) – SIT Pickup/Delivery Over 50 mi – Alaska**

1. **Pickup and Delivery Transportation Charges on SIT Shipments.** This item applies on SIT shipments when the TSP provides pickup or delivery service between the storage location and the residence. Charges are based on the BPC applicable at the storage location and the distance between the storage location and residence, except as otherwise provided in this item. Overtime (Items 210D and 210E) requires prior approval from the Government. See SDDC Baseline Tariff files for rates. On SIT Shipments, the Overtime SIT Pickup or Delivery Service charges provided herein DO NOT APPLY when the distance between the storage facility and the pickup or delivery location is over 50 miles; refer to Item 175 (Overtime Loading and Unloading Service) for overtime charges to apply. “
2. SIT pickup and delivery transportation charges apply for shipments stored in transit based on the DOD-approved SIT facility located nearest the destination city or installation shown in Block 18 of the PPGBL/BL unless otherwise authorized by the servicing PPSO.

**Refer to the baseline tariff files for SIT Pickup and Delivery charges.**

When the Distance Between the Storage Facility and the Pickup or Delivery Location is:	The Applicable Charges Are:
Up to 30 Miles	<b>Pickup and Delivery Transportation Charges (210A)</b>
Over 30 Miles - Up To 50 Miles	<b>Pickup and Delivery Transportation Charges (210A) PLUS Additional Distance Charge (210B)</b>
Over 50 Miles	<b>Transportation Charges Apply (210C ONLY)</b> Use the linehaul tables for computation of charges

- a. The Defense Table of Distances (DTOD) shall be used to determine the distance-based rates when the storage facility and the residence have the same first three digits in their zip codes.
- b. When shipper requests Overtime Pickup or Delivery Service, overtime charges apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges will not apply when service is performed for TSP’s convenience.
- c. SIT Pickup and Delivery charges are subject to the minimum weights as provided for in this tariff, except for pickup or delivery of portions of the shipment, which shall be subject to a minimum weight of 1000 pounds if not otherwise specified.
- d. SIT Pickup and Delivery charges apply based on the actual weight of the shipment, or portion thereof, which is placed into or removed from storage, subject to the minimum weight as provided for in the rules of this tariff.
- e. The SIT Pickup and Delivery charges include the loading and unloading of the shipment and the transportation of the shipment from or to the storage facility, but do not include any other Additional Services named in the tariff.
- f. When the distance between the storage facility and the residence is more than 50 miles, the provisions of this item will not apply; in lieu thereof, the applicable transportation rates will apply. For transportation charges on shipments delivering out of SIT beyond 50 miles (Item 210c), the discounts in effect on the requested pickup date when the shipment was awarded will apply.

**Item 211 – 224 Available for future use**

**Item 225 Pickup and Delivery Service Applicable At Third Party and Self-Storage Warehouses**

**(225A) – Pickup/Delivery Self/Mini Storage**

**(225B) – Pickup/Delivery Self/Mini Storage – Overtime**

1. Except as otherwise provided herein, when TSP picks up a shipment from, or delivers a shipment to, a third party warehouse (including self-storage/mini-warehouse locations), a charge will apply when the TSP is requested by the government to enter the warehouse for the purpose of removing items stored from, or placing items into, the warehouse space rented by the shipper. This item must be preapproved by the PPSO. The Overtime Warehouse Pickup or Delivery Charges provided for herein are applicable ONLY for the portion of the pickup or delivery service that is performed inside the warehouse space; refer to Item 175 (Overtime Loading and Unloading Service) for additional overtime charges that may also be applicable.

**Refer to the baseline tariff files for Third Party and Self-Storage Warehouse  
Pickup and Delivery charges.**

- a. Charges apply at the point where the service is performed, pursuant to the Stopoff provisions of Item 28, based on the weight of the shipment, or portion thereof, that is placed into or removed from the warehouse, subject to a minimum weight of 1000 pounds. If only a portion of a shipment is loaded/unloaded, a separate weight ticket MUST be provided; otherwise TSP is limited to billing 1000 lbs.
- b. When Overtime Pickup or Delivery Service is requested by the government, overtime charges apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges will not apply when service is performed for TSP's convenience

**Item 226 – Miscellaneous****(226A) – Miscellaneous Charge**

Any authorized charge incurred by the Transportation Service Provider and, not covered by any other designated service code, and not performed by a third party service, shall be billed as a miscellaneous charge. A description of the service is required.

**Item 227 – 999 Available for future use****Item 1000 Explanation of Abbreviations and Reference Marks (For Standard Use Throughout This Tariff)****CONUS Destination Rate Areas (labeled Regions)**

<b>Destination Rate Area (Region)</b>	<b>States</b>
Region 1	Idaho, Oregon, Washington
Region 2	California, Nevada
Region 3	Arizona, New Mexico, Utah
Region 4	Montana, North Dakota, South Dakota, Wyoming
Region 5	Colorado, Kansas, Missouri, Nebraska
Region 6	Arkansas, Louisiana, Oklahoma, Texas
Region 7	Iowa, Michigan, Minnesota, Wisconsin
Region 8	Illinois, Indiana, Ohio
Region 9	Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
Region 10	Delaware, District of Columbia, Maryland, Virginia, West Virginia
Region 11	Alabama, Kentucky, Mississippi, Tennessee

Region 12	Georgia, North Carolina, South Carolina
Region 13	Florida
Region 14	Alaska (Alaska is a domestic Destination for some shipments *)
Region 15	Intrastate

**Origin Rate Area Abbreviations for U.S. States**

No	Rate area name	Rate area code	Abbreviated name
1	Alaska (Zone) I	US8101000	AK1
2	Alaska (Zone) II	US8190100	AK2
3	Alaska (Zone) III	US8050500	AK3
4	Alaska (Zone) V * OTO Rate Area	US8030400	AK5
5	Alabama	US47	AL
6	Arizona	US79	AZ
7	Arkansas	US60	AR
8	California-North	US87	CAn
9	California-South	US88	CAs
10	Colorado	US74	CO
11	Connecticut	US16	CT
12	Delaware	US22	DE
13	District Of Columbia	US24	DC
14	Florida-North	US49	FLn
15	Florida-South	US4964400	FLs
16	Georgia	US45	GA
17	Idaho	US83	ID
18	Illinois	US38	IL
19	Indiana	US36	IN
20	Iowa	US53	IA
21	Kansas	US58	KS
22	Kentucky	US28	KY
23	Louisiana	US64	LA
24	Maine	US11	ME
25	Maryland	US23	MD
26	Massachusetts	US14	MA
27	Michigan	US30	MI
28	Minnesota	US50	MN
29	Mississippi	US48	MS
30	Missouri	US56	MO
31	Montana	US70	MT

32	Nebraska	US55	NE
33	Nevada	US86	NV
34	New Hampshire	US12	NH
35	New Jersey	US19	NJ
36	New Mexico	US77	NM
37	New York	US17	NY
38	North Carolina	US40	NC
39	North Dakota	US51	ND
40	Ohio	US34	OH
41	Oklahoma	US62	OK
42	Oregon	US85	OR
43	Pennsylvania	US20	PA
44	Rhode Island	US15	RI
45	South Carolina	US44	SC
46	South Dakota	US52	SD
47	Tennessee	US42	TN
48	Texas-North	US66	TXn
49	Texas-South	US68	TXs
50	Utah	US76	UT
51	Vermont	US13	VT
52	Virginia	US25	VA
53	Washington	US84	WA
54	West Virginia	US27	WV
55	Wisconsin	US32	WI
56	Wyoming	US72	WY

### Item 1001-Surcharges

(1001A) - Surcharges

**SURCHARGE:** An extra fee, levied to a shipment, paid by the transportation service provider and sometimes reimbursed by the U.S. Government. Surcharge reimbursement is considered on a case-by-case basis with reimbursement decision resting at the sole discretion of the Surface Deployment and Distribution Command. Specific surcharge definitions are provided below:

a. **Bunker Surcharge (BSC)** – An extra charge, also known as Bunker Adjustment Factor (BAF) or Fuel Adjustment Factor (FAF), sometimes added to ocean TSP rates. This surcharge is justified by higher fuel costs and **MUST** be supported by a copy of the paid invoice.

b. **War Risk Surcharge (WAR)** – Insurance coverage for loss of goods resulting from any act of war or as a result of the vessel “entering” the war risk area when billed by the ocean/air TSP. This charge is only applicable to areas deemed “war risk” areas, as provided for on the SDDC website, [www.sddc.army.mil](http://www.sddc.army.mil), Personal Property/POV, International, War Risk Areas.

c. **Port/Terminal Security Handling Surcharge (COF)** – An extra charge that is billed to the TSP for security of their cargo while at the port of embarkation/debarkation. This surcharge is applicable to codes of service

d. **Port Congestion Surcharge (CON)** – An extra charge that is billed to the TSP for controlling the congestion of trucks/vessels entering/departing the port.

NOTE 1: Surcharges, other than those identified above, will be considered on a case-by-case basis with reimbursement decision resting at the sole discretion of the Surface Deployment and Distribution Command. With the exception of fuel related surcharges and unless otherwise stated, all surcharges are meant to be temporary in nature in and until the TSP has been provided official notification to incorporate such additional fees into their rate.

NOTE 2: These services are billable when TSPs have actually paid for this service. Upon request by the government TSP's must provide a copy of paid receipt.

# **Section 3**

## **Volume Moves**

**Item 2000 Purpose**

1. These instructions provide procedures and other information required for TSPs engaging in the volume movement of DOD and USCG-sponsored HHG within CONUS and Alaska.

**Item 2001 Criteria for Use of Volume Move Rates**

1. Volume move procedures will apply under the following conditions:
  - a. Estimated tonnage consisting of household goods totaling 200,000 pounds or more. PPSOs having special operational requirements may request a volume move for lesser tonnage.
  - b. Movement is from one origin (commuting area) to one destination (commuting area).
  - c. Movement is normally within a 90-day period.

**NOTE:** Due to the large number of volume moves anticipated because of base closures, realignments, drawdowns, etc., this headquarters reserves the right to waive the normal 90-day period for volume moves, if circumstances warrant.

**Item 2002 Procedures**

1. The following procedures are applicable to domestic volume movements:
  - a. When the above criteria for use exist, the responsible *PPSO* is required to submit the volume move request in DPS. .
  - b. Volume move requests will be created by *PPSO* will be sent to *SDDC* for review, *SDDC* Rates Administrator will then initiate the volume move Request for Quote (RFQ) in DPS. Following which DPS will generate email notifications for qualified TSPs. These notifications will only be sent to DoD qualified TSPs with the authority to service domestic volume moves. The deadline date for receipt of the rate tender number will be specified in the volume movement request. TSPs will be required to submit proper and complete information for bids to be considered responsive.
  - c. TSPs that choose to submit their rate for the volume move request will do so in DPS.
  - d. The rates for a volume move will be expressed as two discounts "off" the 400NG baseline. 1st discount will be for transportation and the 2<sup>nd</sup> discount will be for SIT.

**NOTE:** For more details on volume move rating filing see document titled "Rate Filing".

**Item 2003 Submission of Rates and Charges**

1. TSPs will submit their rates in DPS for details on volume move rating filing see document titled "Rate Filing".

# **Appendix A: Baseline files and “How to”**

This Appendix contains instructions for rating DoD shipments under the 400NG.

See [www.sddc.army.mil](http://www.sddc.army.mil) for the 2010 SDDC Baseline tariff files as well as the “DPS Mileage Calculation tool. Both files are needed to perform manual calculations as will be described herein an updated release to the 400NG-2010.