# Defense Personal Property Program (DP3) Household Goods (HHG) Tender of Service (TOS)

**Change 1** 



## Managed by:

Defense Personal Property Management Office (DPMO)
United States Transportation Command
508 Scott Drive Scott AFB, IL 62225

**Effective Date: 15 May 2023** 

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#### A. QUALIFICATIONS

#### 1. General:

a. <u>Gender</u>: The first-person singular pronoun is used throughout this TOS and refers to a person, partnership, or corporation submitting such tender.

#### b. TOS:

- (1) I understand this TOS, in addition to the *Defense Property Program International Tender* (IT) and *Defense Personal Property Program Domestic Tariff 400NG* (400NG), is binding for shipments with a pickup date of 15 May 2023 or later for applicable DP3 shipments I accept including shipments on Billof Lading(s) (BL), or purchase orders, and will form a part of the conditions thereof.
- (2) I accept this TOS, in addition to the IT and the 400NG is binding until 14 May 2024 or until the government publishes new documents superseding 2023 Business Rules.
- (3) I will submit to the Director, Defense Personal Property Management Office (DPMO), United States Transportation Command (USTRANSCOM), the Electronic TOS Signature Sheet (ETOSSS) certifying I have read and understand the terms and conditions and agree to provide service as set forth in this TOS. I will retain the actual TOS for my files.
- (4) I understand submission of this ETOSSS, hereafter referred to as Tender, is a prerequisite to my consideration for Department of Defense (DoD) approval for the movement of personal property; it does not obligate the government in the distribution of traffic; and such submission indicates I consider myself to be qualified, willing, and able to accept shipments from military activities and seek such shipments under the terms set forth herein. Changes, additions, and deletions are effective upon receipt of notification unless specifically stated otherwise.
- (5) I agree to comply with all requirements of the DP3 Transportation Service Provider (TSP) Qualification Program as prescribed by the DPMO.
- (6) I agree to maintain up-to-date documentation with the Department of Transportation and State requirements to operate as a motor carrier or freight forwarder. This includes the ETOSSS, Certificate of Independent Pricing (CIP) and Certificate of Responsibility (COR), and all additional required certifications.
- c. <u>Unethical Acts</u>: I agree the ETOSSS is signed with knowledge of the law that:

<sup>&</sup>lt;sup>1</sup> This is a non-exclusive list. There are other criminal and civil statutes that apply such as:

<sup>18</sup> USC § 287, False, Fictitious or Fraudulent Claims

<sup>18</sup> USC § 201, Bribery of Public Officials and Witnesses

- (l) whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully:
  - (a) Falsifies, conceals, or covers up by any trick, scheme, or device, a material fact;
  - (b) Makes any false, fictitious, or fraudulent statements, or representation; or
  - (c) Makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be subject to the penalties prescribed in the criminal law of the United States (i.e., 18 U.S.C. § 1001, Statements or Entries Generally).

#### (2) any person who—

- (a) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- (b) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- (c) conspires to commit a violation of subparagraph (a), (b), (d), (e), (f), or (g);
- (d) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- (e) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- (f) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
- (g) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government,
- (h) shall be subject to the penalties prescribed in the civil law of the United States (i.e., 31 U.S.C. § 3729, False Claims); and
- (3) Is subject to administrative actions such as suspension and debarment and/or removal from the program.

<sup>18</sup> USC §208, Acts affecting a personal financial interest

<sup>18</sup> USC § 1516, Obstruction of Federal Audit

<sup>18</sup> USC § 1341, Frauds and Swindles (Mail Fraud)

<sup>18</sup> USC § 1343, Fraud by Wire, Radio or Television (Wire Fraud)

<sup>18</sup> USC § 1832, Theft of Trade Secrets

<sup>18</sup> USC § 226, Bribery affecting port security

<sup>41</sup> USC § 51-58, Anti-Kickback Act

<sup>15</sup> USC § 1, Sherman Antitrust Act

<sup>18</sup> USC § 371, Conspiracy to Defraud the United States

<sup>18</sup> USC § 1031, Major Fraud Against the United States

#### B. MUTUAL AGREEMENTS AND UNDERSTANDINGS

- 1. <u>Service</u>: I will use established, quality commercial practices to provide service in accordance with (IAW) the provisions of this Tender. If requested by the DPMO or DoD quality assurance inspectors, I will provide operating procedures or established company standards as needed. The DPMO will protect proprietary information IAW law and regulation.
- 2. <u>Personnel</u>: I will deliver quality moving and storage services to DP3 customers. I will service DP3 shipments with a trained, professional workforce that treats Military Service (e.g., Army, Navy, Air Force, Marine, Space Force and Coast Guard) personnel and their families with respect; protects their home and belongings from damage; prioritizes prompt, accurate correspondence; and protects their personal information (e.g., personally identifying information (PII), telephone numbers, addresses, etc.) from inappropriate release.
  - a. I will ensure a background check is conducted, in accordance with industry standards and at my expense, on all personnel whose role involves interacting with a DoD customer.
  - b. I will make employment records available to the DoD upon request, to the extent allowed by law. The DoD has the right to prevent certain employees from performing due to an unfavorable background check; personnel with an unfavorable background will not be permitted to enter a military installation (e.g., fort, post, base, camp, station, etc.) nor are they authorized to service a shipment.
  - c. I will ensure all persons interacting with customers on and off installation meet the specific requirements for local installation access as listed in DoD 5200.08-R, *Physical Security Program* (see <a href="https://www.esd.whs.mil">https://www.esd.whs.mil</a>).
  - d. I will only use personnel qualified in their assigned duties in the handling of personal property. Company representatives must present a clean, professional appearance.
  - e. I will ensure at least one English-speaking representative is available at alltimes when performing packing, loading and delivery services.
  - f. I understand smoking (including e-cigarettes) will not be allowed in the customer's residence, or within 50 feet of the customer's personal property.
  - g. I will not dispatch personnel to a DoD customer's residence who appear to be under the influence of alcohol or drugs, or in possession of a firearm. If at any time after dispatching, my personnel become under the influence of alcohol or drugs or are in possession of firearms or drugs or uses abusive language during the handling of DoD customer's personal property, I willreplace said individual(s) immediately with other qualified personnel.

#### 3. Through Responsibility:

a. I understand all shipments tendered to me must be moved under my responsibility

from origin to destination.

- b. I understand that inspection or quality assurance actions are not considered proprietary or privileged information and may be disclosed publicly to DoD customers and their families and in support of actions against an agent or in support of other program interests.
- c. I agree that if through my fault, or the fault of my agent, I ship the wrong personal property or all or a portion of a shipment is sent to the wrong destination, I will be responsible for the return of the erroneous shipment and movement of the correct personal property to the customer's destination at my expense. Movement must be expedited when the customer is in need of the property as ordered by the Personal Property Shipping Office (PPSO).
- d. I understand I am not liable for movement costs for shipments released in error by a DoD contractor, PPSO, owner, or owner's representative.
- e. I understand if I am unable to perform in such a manner as to complete the through movement of a shipment in a timely manner, the government may take possession of the personal property and complete the movement. I understand I am liable for all additional costs incurred by the government in excess to those costs that would have been incurred if I had maintained total through movement of the shipment.
- f. Double Brokering of any DoD HHG is not permitted. TSPs may not solicit drivers with a price for specific loads through broker or load boards unless they have already been awarded that freight by a DoD shipper. Double brokering is defined as when a TSP assigns a shipment to a carrier who then brokers the shipment to another carrier. TSPs awarded DoD HHG shipments are responsible to ensure that its underlying TSP(s) handle and deliver freight without the underlying TSP contracting the use of additional TSPs and brokers.
- g. TSPs shall be solely responsible for the acts and omissions of any third parties/outsourcing that the TSP elects to enter into a private contract with. TSPs, household goods agents, or other vendors shall be responsible for conducting their own due diligence when making private commercial decisions, whether to contract commercially, concerning the performance of service under a particular bill of lading. TSPs, subcontractors and vendors are required to resolve their commercial problems and disputes independently of USTRANSCOM, presumably through measures available to entities involved in commercial contracting (e.g., mediation, arbitration, recourse to the judicial system, collection agencies) Reports: I agree to provide reports to USTRANSCOM DPMO as required and upon request.

#### 4. Pickup at or Delivery to a Military Terminal:

- a. I understand when I have been notified an entire shipment is available for pickup at a military terminal (air or surface), I must pick up the shipment as soon as possible, but not later than (NLT) one Government Business Day (GBD) for military air terminals and NLT five GBDs for military water terminals from the date of receipt of notification.
- b. Upon delivery of a shipment to a military air or ocean terminal, I agree to provide

the terminal with a memorandum copy of the BL describing the shipment.

#### 5. <u>Use of a DoD-Approved Alternate TSP</u>:

- a. I understand DPMO publishes a list of approved TSPs and a list of TSPs that have been disqualified or revoked. TSPs appearing on the disqualified or revoked lists shall not to be used by other approved TSPs. I understand the use of aforementioned TSPs may result in administrative actions (e.g., revocation from the DP3 program, non-use, suspension, etc.) against me (see DTR Part IV, Chapter 405, Quality Assurance, of this regulation). I will monitor the overall service performance of agent representatives providing relocation services at the origin and destination. The quality assurance plan will be in place to reverse trends of substandard performance.
- b. I understand and accept that the performance of an alternate TSP I chose to use will be reflected in my Performance Score.
- c. I understand the use of SIT/NTS or other local agents who are in a non-use status for origin or destination services in any capacity for DoD personal property shipments may result in administrative action.
- 6. <u>Tracing Shipments</u>: I agree to trace shipments upon request from a PPSO or the customer. I agree to acknowledge such a request and notify the requester of the shipment location within one GBD from the initial request domestically and within 72 hours (three GBDs) for international shipments.
- 7. Storage in Transit (SIT): I understand SIT at origin and/or destination must be in a DoD approved storage facility and may be approved based on the customer's ability to accept delivery. I will refer to the DTR, Part IV, Chapter 402, Shipment Management, IT and 400NG for further details. If shipment is placed in "SIT AT ORIGIN" at government's direction, I will notify the customer of placement into SIT to allow the customer to make arrangements at destination. Upon release from SIT at origin, I agree to notify the customer of the new RDD.

#### 8. Weighing of Shipments:

- a. I will weigh all shipments IAW the IT and 400NG and enter the shipment weight in Defense Personal Property System (DPS), within four (4) GBDs after shipment pickup date or prior to the shipment arrival, whichever is earlier, to allow the customer or PPSO the opportunity to request a reweigh. I will also provide the weight tickets to the origin PPSO within seven (7) GBDs after shipment pickup.
  - (1) Weighing of Professional Books, Papers, and Equipment (PBP&E):
    - (a) When PBP&E (also known as Military (M-PRO) or Spouse (S-PRO)), are included as part of the shipment, the weight of such articles will be annotated separately on the inventory; weight may be obtained using bathroom, certified platform-type, or warehouse scales.
    - (b) In the event scales are not readily available, a constructive weight of

seven (7) pounds per cubic foot may be used for PBP&E and the symbol will be inserted by the TSP or agent after the weight to indicate a constructed weight was used.

#### (2) Reweighing:

- (a) I agree to reweigh a shipment in accordance with the IT and 400NG.
- (b) Upon request of the PPSO or customer to witness the reweigh, the TSP must provide reweigh date and time to give a reasonable opportunity for the interested parties to be present at the weighing.
- (c) When a shipment is reweighed and the weight recorded is less than the net or gross weight secured at the initial weighing, I agree to update DPS by entering the lesser weight(s) prior to invoicing or within four (4) GBDs of reweighing, whichever is earlier, and to invoice the government on the lower of the two (2) net or gross weights. I will also provide the weight tickets to the origin PPSO within seven (7) GBDs after shipment pickup.
- (d) In the event the reweigh is not performed prior to initial invoicing, I will submit a supplemental invoice to refund any reduced charges based upon the new weight obtained.
- (e) I will reweigh all international shipments IAW IT Item 505 at destination to enable witnessed reweighs. Note: Some OTO locations don't have certified scales; therefore, exceptions may apply.

#### b. Lost Certified Weight Tickets:

- (l) When certified weight tickets are lost and otherwise unobtainable, I must request prior approval from the PPSO to utilize a constructed weight in order to be paid for services rendered.
- (2) Any request for payment based on a constructed weight must be in writing and contain a detailed description with all related documentation of the circumstances surrounding the loss of the weight tickets, to include all efforts to obtain certified true copies.
- (3) The TSP is required to submit a legible inventory, signed by the customer or designated representative of all items packed and transported at government's expense. Upon PPSO approval, TSP must use the Weight Estimator (located at <a href="https://www.ustranscom.mil/dp3/weightestimator.cfm">https://www.ustranscom.mil/dp3/weightestimator.cfm</a>, download Weight Estimator) to obtain the cubed weight for items. For all items not covered in the Weight Estimator, the cube will be converted to a weight basis using seven (7) pounds per cubic foot including PBP&E.
- 9. <u>Removal of Property from Facilities Disqualified by DPMO</u>: When the approval of my facilities or the SIT warehouse is rescinded by the DPMO from further use, and

it is considered necessary by the PPSO to remove the personal property to prevent damage or contamination, I will immediately move the property to another DoDapproved warehouse. The costs of such removal will be at no expense to the government or the customer.

#### 10. Loss or Damage:

- a. I will exercise care to prevent loss or damage of personal property in the process of packing and unpacking and will protect personal property in my possession.
- b. I agree to follow all provisions outlined in the DP3 Claims and Liability Business Rules. The responsible TSP will submit a written "After Action" Report (AAR) within 10 GBDs to the DPMO for all unusual occurrence shipments which includes the BL number, the customer's name, the root cause of the unusual occurrence and efforts the TSP is taking to resolve. Once all mitigation efforts are complete, the responsible TSP will submit a written report of all known facts and events in chronological order.
- c. If a claim is not settled within the 60-day period, I will, at that time and at the expiration of each succeeding 30-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for delay in making final disposition.
- d. I will ensure the DPS is updated with final action taken, including date and total amount of the settlement.
- e. I acknowledge that I am responsible for real property damage. Prior to a packout/delivery, I will install floor coverings in high traffic areas of interior areas (finished) living spaces (e.g., floor coverings for entry and interior hallways). In addition, I will protect doorways in high traffic areas (e.g., entry doorways, etc.) prior to a packout/delivery. Upon arrival and before departure from residence, I will conduct a joint inspection (walk-around) with the customer and report real property condition and note any damages (interior and exterior) in writing to the member on the "DP3 Real Property Damage Form" located at https://www.ustranscom.mil/dp3/docs/otherpdfs/0300+2021 Business Rules/Real%20Pro perty%20Damage%20Form%201%20Feb%202021.pdf. I will advise the customer they must notify the responsible TSP within seven (7) calendar days of the damages occurring during the pack-out/pickup/delivery regardless of whether the damage was reported on the form. My seven (7) calendar day notification starts on the first day after the pickup/delivery dates. My failure to provide a point of contact for real property damages negates the 7-calendar day period. I must arrange for a repair firm to inspect real property damage within 15 calendar days of notification by the customer. The customer must request a claim and seek recovery or restitution directly from the responsible TSP. The TSP must allow the customer to file a claim for any damages to real property with the TSP. I must provide the "DP3 Real Property Damage Form" to the customer at pack-out/pickup/delivery.

#### 11. <u>Inconvenience Claim (IC)</u>:

a. I hereby reaffirm it is my responsibility to pick up on the agreed date and deliver shipments on or before the Required Delivery Date (RDD) as reflected on the

- BL, (i.e., to include short fuse shipments) and to meet the agreed upon delivery date out of SIT. When I am unable to meet these requirements, I must advise the customer on IC rules prior to the missed pickup, RDD or agreed upon delivery out of SIT as listed below.
- b. I understand the IC process provides a simplified method for DoD customers to account for inconveniences associated with my inability to meet agreed and/or required dates. I understand the IC is intended to offset expenses incurred by a customer and their dependents because they are not able to use necessary items in their shipment to establish their household such as furniture and/or appliance rental, air mattresses, towels, linens, pillows, and necessary kitchen items as detailed in 12.f. The per diem provides my company a method to calculate a baseline amount for IC payment by location for the customer. I understand that customers who are not able to use necessary items in their shipment to establish their household may incur actual out-of-pocket expenses beyond the baseline amount and I will review and consider those claims in accordance with the guidance in 12.d.
- c. I agree to acknowledge an IC from a customer or a PPSO within five (5) GBDs from the date of contact.

#### d. Reimbursement:

- (1) I agree to reimburse the customer within 30 days from contact. The amount applicable for reimbursement at pickup or the delivery location, as annotated on the bill of lading, is found using the government per diem rate for meals and incidental expenses (excluding lodging) at (<a href="https://www.defensetravel.dod.mil/site/perdiemCalc.cfm">https://www.defensetravel.dod.mil/site/perdiemCalc.cfm</a>). I will compensate the customer for all days that result from my failure to pick up on the agreed dates and/or deliver on or before the RDD as stated on the BL or correction notice thereof, when the customer is available for delivery. I agree the claim will be computed beginning the day after the agreed upon date or missed RDD as specified on the BL. The payment will include the full meals and incidental expense rates for the DoD customer at affected location and number of days at the 100% rate. I will advise the customer they must file a claim with my company for payment and will outline the process for doing so.
- (2) The maximum amount due as part of an IC payment without receipts is limited to seven (7) calendar days. In no case will payment be for less than the 100% per diem rate for the number of days impacted. Receipt free per diem applies only to the first seven (7) calendar days unless the claim exceeds the local per diem rate for Meals and Incidental Expenses (M&IE) for the member only. During the first seven (7) calendar days the customer is due the greater of the per diem rate or actual expenses as substantiated by receipts. Receipts are mandatory for actual out-of-pocket expenses that exceed the local per diem rate for the first seven (7) calendar days.
- (3) Payment for the per diem rate is not applicable beginning on the eighth (8<sup>th</sup>) calendar day. Receipts are mandatory beginning on the 8<sup>th</sup> calendar day for all actual out-of-pocket expenses.

- (4) Should the customer claim actual out-of-pocket expenses which exceed the baseline payment amount, they will provide an itemized list of ALL expenses supported by receipts for reimbursement. This process affords DoD customers and families a method of collecting actual out-of-pocket expenses beyond the baseline amount. The customer will be authorized either the per diem amount or the actual out-of-pocket expenses, whichever is greater. All expenses claimed beginning the 8<sup>th</sup> day must be documented with receipts.
- (5) Unaccompanied Baggage (UB): ICs for UB shipments will be solely based on actual expenses incurred and will follow the processes outlined in para 12.f.
- (6) Disputed claim: I will make every effort to resolve any disputes with the customer. In the event I am unable to resolve the dispute, I will contact the origin PPSO (for missed pickup) or destination PPSO (for delivery) for resolution. Should I disagree with the PPSO resolution, I may appeal the case to DPMO within 10 calendar days of notification from the responsible PPSO. Should I decide to appeal to DPMO, I will provide the date of my appeal to the responsible PPSO. I understand the decision of DPMO is final and the claim must be settled within 10 days from the date of the final decision. Appeals will be sent to <a href="mailto:transcom.scott.tcj9.mbx.pp-claims@mail.mil">transcom.scott.tcj9.mbx.pp-claims@mail.mil</a>. Reference para 12.f for details on expenses beyond the per diem amount.

#### e. SIT:

- (I) I am responsible for an IC payment when a shipment goes into SIT if I fail to make two (2) documented unsuccessful attempts to contact the customer that are made six (6) hours apart. The customer is authorized an IC between the date placed into SIT and the first available delivery date (FADD) out of SIT.
- (2) I am responsible for an IC payment in the event I do not meet an RDD, and the customer is not able to receive the shipment, due to good cause (i.e., hospitalization, training, etc.), on FADD provided by myself. The customer is authorized an IC between the RDD and the FADD. However, the request must be accompanied by proper documentation substantiating the claim (i.e., doctor's evaluation, orders, etc.).
- (3) I am responsible for an IC payment when a shipment is placed into SIT and I am unable to deliver the shipment out of SIT within the following dates whichever is later:
  - a. Within seven (7) GBDs of the date the customer makes first contact requesting delivery or
  - b. Within two (2) GBDs of the requested delivery date when the requested date exceeds seven (7) GBDs from when the customer makes first contact requesting delivery.
- f. Actual expenses: The following guidelines apply to 1) UB shipments and 2) instances where a customer claims actual out-of-pocket expenses that exceed payments of the per diem baseline:

- (l) Actual out-of-pocket expenses are expenses incurred by a customer and their dependents because they are not able to use necessary items in their shipment to establish their household. Expenses that may be reimbursed when establishing a household include, but are not limited to, laundry service, furniture and/or appliance rental (to include rental of a television), air mattresses, towels, linens, pillows, and necessary kitchen items; such as pots, pans, dishes, paper plates, and plastic ware.
- (2) Groceries are not eligible for reimbursement. Lodging and meals are normally not part of an IC but the government recognizes there may be unique circumstances that would require consideration. Exceptions to the minimum requirements (e.g., limited lodging and meals required due to unexpected inability to deliver) may be considered on a case-by-case basis. I must make customers aware that in instances where lodging or meals are approved it should be reasonable and usually will only be reimbursed for a short duration.
- (3) Customers are required to document the claim fully with an itemized list of charges and accompanying receipts for charges incurred.
- (4) A request for reimbursement of alcoholic beverages is prohibited.
  - (5) If I make an IC payment for durable household items such as towels, pots, and pans, etc., I may arrange to reclaim those items upon delivery of the customer's shipment.
- g. I understand that I am not liable for an IC payment if:
  - (1) A delay was solely caused by natural disasters; acts of the public enemy; acts of the government; acts of the public authority; violent strikes; mob interference; or delays of Code J or Code T shipments that were caused by the government and my negligence did not contribute to the delay.
  - (2) The customer, or their designated representative, is not available for delivery (e.g., customer has not taken possession of their residence) on TSPs FADD, as long as the FADD is before RDD.
  - (3) The delayed shipment is comprised entirely of alcohol.
  - (4) The shipment went into SIT except as identified in 12.e above.
  - (5) The shipment is turned back due to the discovery of mold or infestation at time of pickup (except once mitigation is complete or if there is a negative finding in the event of suspected mold and new pickup and RDD is established)
  - (6) In the event of a catastrophic loss or in the event of requirement for mold remediation, IC liability will terminate 15 days after payment is received for essential items IAW Claims and Liability Business Rules.

#### h. Report:

- (l) I will provide a monthly report, (twice a month between 15 June through 31 October due on the 1st and 15th of each month, or first business day thereafter), to USTRANSCOM Defense Personal Property Management Office detailing all filed ICs (including completed payments), by BL, to <a href="mailto:transcom.scott.tcj9.mbx.pp-ops@mail.mil">transcom.scott.tcj9.mbx.pp-ops@mail.mil</a>.
- (2) I understand I must report on all shipments with missed pickups, late deliveries, or otherwise exceeding the allowed delivery timeframes out of SIT.

#### i. Turn-back Shipments:

- (1) In the event I turn-back a shipment within 14 calendar days of the pickup date, I agree to reimburse the customer for actual out-of-pocket expenses if PPSO is unable to rebook shipment with the original pickup dates and the dates must be adjusted past the original pickup date request. I will be responsible for actual out-of-pocket expenses incurred from the original pickup date thru the new pickup date.
- (2) In the event a turn-back or any other failure to service a shipment, results in the Services reimbursing the customer for an Actual Cost Reimbursement Personally Procured Move, I may be held responsible to reimburse the government for costs above the government constructed costs that exceeds the TSP's rates on shipment.
- j. Missed RDD when customers were not available on a specific date due to mission impact:
  - (l) I am responsible for an IC in the event the customer was available for delivery on the missed RDD and were subsequently unavailable for delivery on the FADD, due to good cause. Good Cause is defined as a short notice mission/exercise, hospitalization, or convalescent leave of the customer on the specific date shipment was offered and placed in SIT after a "Missed RDD."
  - (2) I understand customers can be negatively impacted due to legitimate circumstances beyond their control. In the instances defined above, an IC is authorized for payment for the time period between the missed RDD and the event that triggered the good cause.
  - (3) A statement of non-availability to accept delivery on TSP's FADD due to good cause is required to support an IC submission. The non-availability statement is incorporated into the DP3 Shipment IC Form available on the internet at <a href="https://www.ustranscom.mil/dp3/docs/otherpdfs/0800+2022\_Business\_Rules/DP3%20Shipment%20Inconvenience%20Claim%20Form%20(15%20May%2022).pdf">https://www.ustranscom.mil/dp3/docs/otherpdfs/0800+2022\_Business\_Rules/DP3%20Shipment%20Inconvenience%20Claim%20Form%20(15%20May%2022).pdf</a>.

#### 12. Statement of Accessorial Services Performed:

- a. My representative will prepare a DD Form 619, <u>Statement of Accessorial Services Performed</u>, <u>Figure B-1</u>, itemizing accessorial services performed and will obtain the customer or customer's representative signature to support services performed.
- b. Any third-party service performed must include a paid invoice supporting the type of service performed.

c. All accessorial services must be requested and pre-approved by the PPSO in DPS before service is rendered.

#### 13. Shipment Inspection by PPSOs:

My services and manner of handling personal property are subject to inspection and acceptance by the PPSO or PPSO's authorized representative.

#### 14. Billing Procedures:

For services rendered, I agree to bill the Service or Agency finance office responsible for payment of the transportation charges IAW procedures disseminated by DPMO or other Services.

#### 15. International Shipments:

- a. For ocean shipments, I understand, that I must use a vessel of the United States, i.e., U.S. -Flag vessel, unless such a vessel is unavailable. I must request to use such a foreign flag vessel prior to use in accordance the Cargo Preference Act, 10 U.S.C. § 2631 as outlined in the International Tender.
- b. Likewise, I must use a U.S. Flag aircraft IAW the Fly America Act and will seek approval prior to using a foreign flag aircraft as outlined in the International Tender. Definitions. As used in this subparagraph-
  - (1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
  - (2) United States means the 50 States, the District of Columbia, and outlying areas.
  - (3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411
- c. TSPs and their associated port agents, overseas general agents, and/or other responsible parties must ensure that the customer's Social Security Number (SSN), the customer's rank/grade, the words "DoD Personal Property, DoD Shipment or Military Shipment," or the BL number is not utilized (entered) in the "Marks and Numbers," "Description of Goods," or any other fields in the Automated Manifest System (AMS) or the Automated Commercial Environment (ACE). This ensures compliance with Homeland Security Customs and Border Protection guidance for safeguarding Personally Identifiable Information (PII). I understand that my failure to do so is a violation of this Tender.
- 16. <u>Unusual Occurrences</u>: In the event of incidents of major significance producing significant loss, damage or delay resulting from strikes, port congestion, fires, pilferage, vandalism, and similar incidents, I will notify the origin and destination PPSO, the responsible Military Services Headquarters and the DPMO IAW DTR Part IV, Chapter 410.

#### 17. Third-Party Declaration:

- a. I will accurately disclose official(s) and third-party representative(s) within 5 days of implementation or change in the DPS Qualifications module.
- b. At a minimum, I will identify a Claims Manager, Move Management Company (MMC) (servicing all or part of the SCAC, if applicable), and a Trusted Agent (who is expected to be very familiar with DoD processes and readily accessible to USTRANSCOM) in DPS. MMCs are those that provide customer service; coordinate operational functions; or shipment management support, to include a centralized corporate entity and are only permitted in the domestic program.

#### 18. Force Protection:

- a. TSPs who are allocated a Safety Move will see the "SM" indicator in the Short fuse queue and in shipment documentation under the Defense Personal Property System (DPS) TSP master and TSP operation managers user roles. TSPs with Safety Move shippers must ensure they only communicate with the person listed in DPS and with the contact information in DPS. TSPs must ensure that both origin and destination information is <a href="MOT">MOT</a> shared outside of the victim who is the person listed in DPS (who may not be the customer). TSPs should contact their local PPPO/JPPSO and ask for a government user with elevated Safety Move privileges if they have any questions.
- b. I am responsible to comply during pandemics with appropriate City, State, and Federal laws/guidance during personal property movements from origin to destination. When a pandemic exists, I am to immediately notify the responsible J/PPSO/PPPO of the DoD customer and all affected stakeholders of pandemic-related positive test results to alert of potential exposure, mitigate the spread, and identify the possible need for medical attention.
- c. I will comply with DoD and CDC policy guidance. In the event of a pandemic, if I become aware of an employee(s) or company representative who tests positive for a communicable disease at any time, I will immediately notify USTRANSCOM and the Military Service Headquarters by phone and email using the below POCs:
  - (l) USTRANSCOM: TCJ9-OH Operations & Quality Team at transcom.scott.tcj9.mbx.pp-ops@mail.mil or Commercial: (618) 220-5479/5448 or DSN 770-5479/5448
  - (2) HQ Army: <u>usarmy.ria.asc.spo-personal-property@mail.mil;</u> <u>usarmy.belvoir.asc.mbx.jppsoma-apple@mail.mil;</u> 1-800-762-7186
  - (3) HQ Navy: NAVSUPHQHHGS.fct@navy.mil
  - (4) HQ Marine Corps: <u>usmcpersonalproperty@usmc.mil</u>; Commercial telephone: 703-695-7765, DSN: 225-7765, Commercial telephone: 703-483-0820
  - (5) HQ Air Force: <a href="mailto:ppahq.ppec.customerservice@us.af.mil">ppahq.ppec.customerservice@us.af.mil</a>; Commercial telephone: 210-652-3357, DSN: 487-3357

- (6) HQ Coast Guard: <a href="https://doi.org/10.202-1332-travel@uscg.mil">https://doi.org/10.202-1332-travel@uscg.mil</a>; Commercial telephone: 202-475-5393
- d. I am required to review information on reporting confirmed cases of pandemics by Health Departments.

#### 19. Customer Satisfaction Survey (CSS) Language Prohibition:

- a. I understand that under no circumstance will I survey DoD Customers other than reminding them about the DoD CSS. This includes verbal, print material, electronic material, or social media.
- b. I will not offer monetary gifts nor incentives to customers or other entity for completion of a survey. Neither will I manipulate or coerce a customer to complete a CSS in return for any claims related action. Claims actions must not be contingent on completion of a CSS.
- c. I understand that I am not authorized to transfer a customer to the Help Desk for the purpose of completing the CSS.
- d. I understand that instances of such conduct will be construed as an unethical act and may result in administrative action.
- e. I should engage customers at each stage of the move to ensure a quality move. Nothing in this paragraph should be construed as limiting my ability to properly engage the customer and perform effective shipment management.

#### 20. Origin Servicing Agent Representation:

- a. I agree to enter the name and telephone number of a valid servicing agent at origin in DPS within 15 calendar days of shipment acceptance or NLT seven (7) calendar days prior to pick up, whichever is sooner. If the shipment is awarded as a short fuse, I will update the origin servicing agent information within one (1) GBD. Entering name and telephone number of a MMC as servicing agent is not acceptable.
- b. I must update this information to reflect the origin representative who will service the shipment prior to performing the pre-move survey.

#### 21. Move Management Company's Performance:

- a. I understand I must identify my MMC in DPS.
- b. Repetitive violations committed by a MMC are subject to administrative actions against individual TSPs.

#### C. PERFORMANCE REQUIREMENTS

#### 1. Pickup and Delivery Dates:

a. When a shipment is accepted at origin, I agree to meet the specified pickup date and will deliver the shipment on or before the RDD as stated on the BL.

- b. Shipments will not be scheduled by PPSO or me for pickup or delivery on Saturdays, Sundays, U.S. holidays, or foreign national holidays unless there is a mutual agreement between the customer, PPSO, and the TSP.
- c. I will ensure my offices are staffed at all times with personnel reasonably available to respond to government or customer inquiries during normal working hours of 0800-1700.
- d. I will maintain a customer support capability for issues pertaining to a customer's move from 0800-1700 Monday Saturday during peak moving season (15 May through 31 October), except U.S. holidays, or foreign national holidays. Customer support hours will be based on the customer's location/time zone. I will ensure that the customer or government receives a response to a voicemail or call within the same business day and that wait times do not exceed 20 minutes.
- e. I agree to assign, during initial communication with each customer, a single POC responsible for coordination and communication throughout all phases of the move. The POC's contact information will be maintained throughout the entire shipment process and until all associated actions are final.
- f. For ease of understanding all TSP documentation and communications with the DoD customer must reflect the clear name of the TSP on the BL in addition to the MMC information.
- g. I will not begin pickup or delivery at the customer's residence before 0800 hours or after 1700 hours without prior approval of the customer.
- h. I agree to provide information on the afternoon preceding the scheduled pack, pickup or delivery dates as to whether the service will be performed in the morning (0800 to 1200) or in the afternoon (1200 to 1700) of the following day.
- i. I further agree I must not begin any service that will not allow completion by 2100 hours without prior approval of the customer.
- j. Pre-Move Survey:
  - (l) I agree to perform pre-move survey on all shipments, either in residence, virtually (with customer's consent, e.g., email or software consent), or telephonically.
  - (2) I will conduct a pre-move survey (electronic, telephonically, or physical) and provide the government and customer weight estimates on all shipments five (5) GBD from accepting shipment but NLT nine (9) days prior to the first scheduled pack/pickup date, whichever is later. For shipments ordered less than nine (9) days prior to first scheduled pack/pickup date, weight estimates must be provided NLT three (3) days prior to first scheduled pack/pickup date. For shipments ordered less than three (3) days prior to the first scheduled pack/pickup date, weight estimates must be provided NLT one (1) day prior to first scheduled pack/pickup date. Weight estimates must be accurate within 10% of actual shipment net weight. Failure to provide accurate weight estimates within 10% of actual shipment net weight may result in administrative action.
  - (3) I agree to make initial contact with the customer within three (3) GBDs of shipment

- award date to provide the customer with contact and pre-move information, including on shipments originating from non-temporary storage (NTS).
- (4) Subject to the customer's availability, I agree to complete the pre-move survey and update DPS with pre-move survey data (estimated weight, agreed upon pack/pickup dates, and delivery date information) as soon as possible but NLT three (3) GBDs prior to the pickup date (NLT one (1) GBD prior for short fuse shipments).
- (5) I agree to contact local quality assurance immediately upon discovering any concerns with the condition of the customer's residence during the pre-move survey.

#### k. Shipment Arrival/Delivery/Delays:

- (1) I agree to remain in contact with the customer to ascertain if delivery is possible and upon arrival at destination, I agree to record the arrival and/or delivery in DPS and to notify and coordinate delivery of the HHG with the customer. If I am unable to contact the customer during the allowable time as outlined in the applicable 400NG and/or IT, or in the event the delivery cannot be accomplished, I agree to submit a request for storage approval via DPS.
- (2) I agree that I will notify the customer by phone or email of the shipment's in-transit visibility information upon the arrival or departure of the property from any in-transit facility, storage facility, port of embarkation, port of debarkation or change in estimated arrival. This notification will include the status, location and updated estimated date of arrival at destination. This notification will be annotated in DPS remarks and occur within three (3) GBD of pickup or within one (1) GBD of any change in estimated arrival at destination.
- (3) 24-hour Notification: I will provide customer at least 24-hour notice, via email or telephonically, for delivery. I cannot deliver a customer's personal property to SIT unless two (2) documented unsuccessful attempts to contact the customer are made six (6) hours apart. If first attempt to contact the customer is unsuccessful, I agree to make the final attempt telephonically. I must ensure all dates are correct and updates made in system within 24-hours.
  - (a) I will provide the customer at least 24-hour notice prior to or after shipment arrival at destination.
  - (b) Loose Load Shipments: Prior to arrival at destination, I must provide the FADD, contact information (phone number(s), email(s), hours of operation), and inform the customer they have 24 hours from the "first" notification to respond. After each notification, I will immediately update DPS Shipment Management Remarks. If the customer is available for delivery, I will immediately update DPS with the scheduled delivery date. Once I have confirmed with the customer, they are not available to accept delivery or if the 24 hours has expired and the shipment is at destination, I may submit a request for SIT approval in DPS for the FADD.

NOTE: In the event a scheduled delivery date is confirmed I will arrive the shipment in DPS and enter the scheduled delivery date regardless of shipment location.

- (c) Containerized Shipments: Upon arrival at destination, I must arrive shipment in DPS, then contact the customer within 24 hours and provide the FADD, contact information (phone number(s), email(s), hours of operation), and inform the customer they have 24 hours from the "first" notification to respond. After each notification, I will immediately update DPS Shipment Management Remarks. If the customer is available for delivery, I will immediately update DPS with the scheduled delivery date. If I document confirmation with the customer that they are not available to accept delivery or if the 24 hours has expired, I may submit a request for SIT approval in DPS for the FADD.
- (d) SIT cannot start on weekends and/or holidays.
- (e) If PPSO determines the TSP did not provide at least 24-hour notice to the customer before placing shipment in SIT, PPSO will deny the SIT and delivery out charges.
- (4) When I know for any reason, it will be impossible for me to meet the scheduled pickup date or to have the shipment at destination on or before the RDD, I agree to notify the customer at the earliest practicable time, advising them of the new pickup date or the estimated arrival date and IC guidance. In addition, I agree to update DPS with the following prior to the missed pickup date and/or before expiration of the RDD:
  - (a) New scheduled pickup date
  - (b) For missed RDDs
    - 1. Last known location of the shipment
    - 2. Cause for delay and new ETA

#### 1. Pickup Spread Dates:

- (l) For scheduling of personal property shipments, I understand the government authorizes the use of spread dates, consisting of seven consecutive calendar days beginning with the first date of the spread for standard awards. Although the pickup date must be inside the pickup spread date window, the pack date(s) will immediately precede the pickup and may be outside the pickup spread date.
- (2) The last day of the spread date will be entered, by the customer, in DPS in the "Latest Pickup Date" field and the spread date will be calculated seven calendar days prior to the date input by the customer.
- (3) The customer's desired pickup date will be entered in the "Desired Pickup Date" field in DPS.
- (4) I will confirm the agreed pickup date within the spread dates with the customer within three (3) calendar days from date of shipment acceptance. This confirmation will be in writing to the customer.
- (5) I will document the agreed pickup date, and the customer's acceptance in DPS within three (3) calendar days or 24 hours prior to shipment pickup, whichever is sooner. I will

print the bill of lading no earlier than two (2) GBDs prior to the first pack date.

- (6) If the customer requests a change to their pickup date that moves outside of the allowed spread dates, I will advise the customer they must submit the requested change in dates to the PPSO via email, copying my company on the email, and I will reply all with acceptance, if applicable.
- (7) Pickup spread dates do not apply to NTS releases or Direct Procurement Method shipments. I agree to pick up all NTS released shipments on the "Desired Pickup Date" in DPS.
- (8) I will not schedule pickup or delivery on Saturdays, Sundays, and holidays unless there is a mutual agreement between the customer, PPSO, and me. Agreement by me and customer for weekend or holiday service does not authorize extra labor and overtime.

#### 2. <u>Preparation of Articles</u>:

- a. I understand all articles having surfaces liable to damage by scratching, marring, soiling, or chafing must be wrapped at time of loading at residence in textile or paper furniture pads, covers (other than burlap), or other acceptable wrapping materials.
- b. Items of unusual nature such as, but not limited to, wall units, water beds, grandfather clocks, hot tubs, pool tables, pipe organs, wall-mounted or flat-panel TVs, and satellite dishes which may require special service by a third party require PPSO pre- approval (see 400NG or IT). I may refuse waterbeds not properly drained and other items not prepared by the customer as required in the It's Your Move pamphlets in Attachment K1/K2 of the DTR Part IV.
- c. I agree to disassemble, at the point of origin, all the items of personal property that, in my judgment, require disassembly to ensure safe transport and delivery at the destination, except items that are outdoors, such as swing sets, other playground equipment, television and radio antennas, and similar articles. I also agree to utilize the services of reputable professionals with a proven record of satisfactory performance.
- d. All nuts, bolts, screws, small hardware, and other fasteners removed from articles for shipment must be properly affixed/packaged to allow for reassembly at destination. If packaged separately, items must be properly inventoried and cross-referenced to the associated inventory item in which the hardware belongs (i.e., "Nuts, bolts, screws for Inventory #55 Baby Crib").
- e. Lithium-Ion Batteries: I understand it is my responsibility to properly package, label, and certify (if required) lithium-ion cells 20 watt-hours (Wh) or less or lithium-ion batteries 100 Wh or less in accordance with 49 CFR 173.185(c), the International Maritime Dangerous Goods (IMDG) Code, the International Air Transport Association (IATA) and in accordance with local, state, federal, and foreign country or international laws, regulations, or guidance.
  - (1) Lithium-ion cells exceeding 20 Wh or lithium-ion batteries exceeding 100 Wh are not allowed in personal property shipments or storage.

- f. Lithium Metal Batteries: I understand it is my responsibility to properly package, label, and certify (if required) lithium metal cells containing 1 gram of lithium content or less or lithium metal batteries containing 2 grams of lithium content or less in accordance with 49 CFR 173.185(c), the International Maritime Dangerous Goods (IMDG) Code, the International Air Transport Association (IATA) and in accordance with local, state, federal, and foreign country or international laws, regulations, or guidance.
  - (l) Lithium metal cells exceeding 1 gram of lithium content or lithium metal batteries exceeding 2 grams of lithium content are not allowed in personal property shipments or storage.
- g. I understand it is my responsibility to ensure items containing lithium batteries are properly packaged for the type of transportation service being provided.

#### 3. Packing Requirements:

#### a. Packing:

- (1) I understand I am liable and responsible for all packing.
- (2) I have the responsibility to inspect all pre-packed goods to ascertain the contents, condition of the contents, and only articles not otherwise prohibited by the Tariff/Tender are contained in the shipment.
- (3) When I determine goods require repacking, such packing must be performed by me. I agree to use quality commercial practices in selecting packing materials and agree to use containers that meet military specifications when required.

#### b. Materials:

- (1) I understand all materials must be new or in sound condition and new material must be used for mattresses, box springs, linens, bedding, and clothing.
- (2) When allowed and if material is not new, all markings pertaining to any previous shipment must be completely obliterated. Cartons lacking a manufacturer's certification is not authorized.
- (3) Egg, fruit and vegetable crates, and similar types of containers will not be used.

#### 4. Manner of Packing:

- a. All packing must be performed in a manner requiring the least cubic measurement, producing packages that must withstand normal movement and at a minimum of weight.
- b. At the customer's request, articles may be packed in original containers when furnished by the customer, provided the containers are considered in good condition for shipping purposes.
- c. Linens, Clothing, Draperies, and Lightweight Items. I understand small, lightweight, unbreakable items (e.g., clothing items, linens and items normally kept in drawers) may remain in drawers instead of being removed and packed. When not considered as safe for carriage in drawers, chests, dressers, trunks, these and similar items must be packed

separately. Clothing normally on hangers in closets and draperies must be packed in wardrobe cartons subject to the following:

- (1) Upright wardrobes will be used for Code D shipments.
- (2) Flat wardrobes will be used for all containerized shipments, except when upright wardrobes are requested by the customer.
- (3) Hangers will be removed from clothing packed in flat wardrobes.
- (4) For final line-haul delivery out of NTS, the wardrobe used for storage is acceptable and no transfer is necessary.
- d. These articles must be wrapped and packaged in a crate or fiberboard carton:
  - (1) Mirrors, Pictures, and Paintings (Glass-Faced or Other Than Glass Faced Paintings),
  - (2) Glass or Stone Tabletops, and Similar Fragile Articles Requiring Crating or Similar Protection.
- e. I understand, prior to performing accessorial crating services I must obtain authorization from the PPSO. I further understand that internal crating authorization is not permitted for shipments moving internationally when packing and crating services are included in the transportation single factor rate.
- f. Rugs and rug pads must be properly rolled, (not folded) for shipment and must not be folded or bent to an extent causing damage to the rug.
- g. Privately Owned Firearms (POFs):
  - (1) I will ensure all POFs are removed from safe (if applicable) and packaged separately and inventoried IAW paragraph C.5 below.
  - (2) I am responsible to comply with appropriate local, state and country laws in the transport of firearms, including applicable interstate and international transport requirements.
  - (3) I will ensure that my agents pack firearms and not place conspicuous page markings indicating firearms or label cartons with firearms, and I will comply with firearm packing and labeling requirements outlined in the IT.
  - (4) For international containerized shipments only, I will ensure all POFs are placed in a number one (1) external shipping container and positioned so that POFs are readily accessible for examination by customs officials, when required, and the container sealed at customer's residence.
  - (5) I will comply with the following provisions of Public Law 103-159, Brady Handgun Violence Protection Act and the Personal Property Consignment Instruction Guide (PPCIG).
    - (a) Marking the outside of any package, luggage, or other container indicating that the package contains a firearm is prohibited. This does not exclude attaching documentation in a sealed envelope to a box/container of HHGs.

- (b) Written acknowledgement of receipt from the recipient of any package containing a firearm is required. Signatures can be on a BL, inventory, or TSP- generated receipt. Signatures are only required at the time of delivery, (i.e., not required at in-transit points as shipments move between TSPs and agents).
- h. Books will be placed in cartons or boxes. All books of similar size will be packed vertically together in rows. Padding will be inserted between rows and packed tightly to fill out the carton or box and to prevent chafing. Books normally will be packed in a 1.5 cubic foot carton and not more than two rows high.

#### 5. Inventory:

#### a. I agree to:

- (1) Prepare an accurate, legible HHG Descriptive Inventory and understand that an electronic inventory that provides equal or better information is highly encouraged.
- (2) Regardless, if an electronic inventory or a handwritten/hard copy inventory is used, I understand I will provide the customer a copy of the inventory prior to the driver leaving the origin location with the personal property.
- (3) Provide the customer or customer's representative with the opportunity to identify in writing high-risk or high-value items or the optional use of a high-risk or high-value inventory.
- (4) For electronic inventories, I will specifically ensure the following occur:
  - (a) Automated inventory software must ensure that the listing of each item must meet or exceed the inventory requirements currently contained in the DTR.
  - (b) The inventory will provide in the clear condition descriptions of articles.
  - (c) Customer must be able to thoroughly review inventory contents, including all comments, conditions, and annotate exceptions, per line item, prior to signature.
  - (d) TSP must obtain customers electronic signature separately on each individual page.
  - (e) Inventory must not be editable once signed and provided to customer.
  - (f) TSP must provide the customer the electronic copy prior to departing the residence with the property. TSPs must ensure they have appropriate functioning equipment to comply.
  - (g) In the event the TSP's equipment is not functional, the TSP must be able to implement a backup plan to include the use of a handwritten or hard copy inventory to accurately account for the customer's property prior leaving the residence.
  - (h) Customer and PPSO must be able to view inventories, including all comments, conditions, exceptions, and signature in any subsequent email version.
- (5) Use care in listing of articles as specifically as possible to include make, model, color,

and serial number when visible on the outside of the article.

- (6) Identify cartons by type and cube with an indication of general contents (e.g., Book CTN, 1.5 cubic ft., linens, pots and pans, etc.) and will not use words such as "household goods/personal property" or other general descriptive terms in the preparation of the inventory.
- (7) Ensure that my representative will use diligence to record any unusual conditions and ensure the inventory reflects the true condition of the property, and ensure the customer is aware prior to signing. The "Exception Symbols" and "Location Symbols," as shown on the inventory must be used to describe the conditions accurately. The omission of these symbols will indicate good condition except for normal wear.
- (8) Ensure that the customer has the opportunity to review the inventory contents, including conditions, and annotate exceptions on the inventory.
- (9) Professional Books, Papers, and Equipment (PBP&E) & Consumables:
  - (a) Ensure that the term "M-PRO" is used to identify a military member's PBP&E and the term "S-PRO" is used to identify a military spouse's PBP&E on the inventory.
  - (b) PBP&E must be segregated between the military member's PBP&E and spouse PBP&E, placed in separate cartons, marked, weighed and inventoried separately.
  - (c) Use of the term "consumables" will be used on the inventory when shipment of consumables is authorized for movement on a BL.
  - (d) All PBP&E and/or consumable items will be identified as such on the inventory, together with the cube or weight of the container; a line entry item for each container (e.g., carton M-PRO/S-PRO, 6 cubic ft., 50 lbs).
  - (e) The total weight of the PBP&E must be entered into DPS. When it is impossible or impractical to weigh the PBP&E or consumables, a constructive weight, based on seven (7) pounds per cubic foot, will be used.
- (10) I agree to annotate each privately owned firearm on the inventory by make, model, caliber or gauge, and serial number. Privately owned firearms manufactured prior to 1968 will be annotated as such on the inventory and acknowledged by the customer. Privately owned firearms manufactured in 1968 or after without a serial number will not be packed in the customer's personal property and customers will be referred to the PPSO for alternate shipping options.
- (11) I agree for shipments moving in door-to-door container service, if the customer or PPSO permits me to partially containerize the shipment at the warehouse, each item removed from the residence must be annotated on the inventory as Containerized at Warehouse (CW).
- (12) I must use the same inventory prepared at origin to verify delivery at destination.
- (13) I must identify personal property by affixing a tag or tape to each article (not

applicable to individual items in packing containers). Each shipment must be separately identified by lot and each article must be assigned a number that must correspond with the item number shown on the inventory form. The type of identification used and the method of affixing it to the article must be such as not to damage any article so identified.

- (14) I agree to identify items disassembled or serviced by my company at origin and record such items on the HHGs Descriptive Inventory. In addition, if the customer disassembles or services an item, I will annotate the inventory accordingly.
- (15) I must only use the term "miscellaneous" or its abbreviation "misc." to describe the contents of containers when the total items in a container are too numerous to list on the carton or inventory line item and then only if the room or area from which they are packed is identified (e.g., "misc.-youths room"). If such a description is used, I agree not to contest a claim for missing items related to the nature of such cartons.
- (16) I must annotate all electronics (e.g., stereo equipment, computers, and televisions) on the inventory with make, model, and serial number when they are visible on the outside of the item.
- (17) Use of bingo cards or check off sheets at delivery. I agree that I may use bingo cards or check off sheets as internal company documents only. However, a signed bingo card or check off sheet does not indicate proof of delivery and lost, missing or damaged items will still be indicated on the appropriate loss or damage forms.

#### (18) Gun Safes:

- (a) I understand, when a gun safe(s) is included as part of the shipment, the weight of such articles will be annotated separately on the BL and on the inventory next to the line item.
- (b) I will identify the make and model of the gun safe(s) on the inventory.
- (c) I understand the gun safe(s) will be transported in the same way and to the same authorized location as HHG.
- (d) I understand that the weight of gun safe(s) will be determined in accordance with the 400NG and IT.
- 6. Overflow Shipments: If it is necessary to split a shipment for line-haul movement, the established RDD applies to all parts of the shipment. I must prepare a separate inventory for the overflow portion of a shipment or clearly identify which items were split and provide a copy to the customer at time of pickup.

#### 7. Containers:

a. I agree to use industry commercial practices in selecting containers to safeguard movement of personal property and I agree to use containers that meet or exceed military specifications when required (Reference: Surface Deployment Distribution Command (SDDC) Pamphlet 55-12).

- b. I agree that all shipments that require containerization based on the awarded code of service must be packed, placed in lift vans and closed at the customer's residence unless containerization at the warehouse is authorized by the customer or servicing PPSO. In such cases, items removed from the residence without containerization must be annotated on the inventory as Containerized at Warehouse (CW).
- c. Containers must be free from holes or other conditions that could permit the entry of water and to ensure covers, when closed, fit tightly and securely.
- d. All wooden containers and commercially designed containers that are not of a weatherproof nature must be properly protected from the elements when inclement weather conditions exist.
- e. I understand that TSP-owned or leased commercially designed shipping containers are authorized provided they meet or exceed ASTM-D6251.
- f. For all containerized shipments entering the Defense Transportation System (DTS) through a DoD operated aerial or seaport, I agree to complete a Two-Dimensional Military Shipping Label (2DMSL) and documentation requirements as listed in the IT.

**NOTE**: SSN must not be on the container unless it is part of the TCN. Failure to comply is a violation and action will be taken by the PPSO.

- g. Container Marking and Labeling for Non-DTS Shipments:
  - (l) I agree to stencil or label Codes 4, 6, 7, and 8 shipment containers. Individual shipment markings must be stenciled or labeled on two surfaces (one side and one end panel) of each container.
  - (2) Place the following data on each stencil or label.
    - (a) FROM and TO: Name of Origin and Destination PPSO
    - (b) BL: Bill of Lading Number
    - (c) RDD: Required Delivery Date (Julian Date)
    - (d) TSP: TSP Standard Carrier Alpha Code (SCAC)code
    - (e) For: Customer's last name, first name.
  - (3) Old markings must be permanently obliterated. One copy of the customer's order must be placed in each container used to ship UB.
- h. Tamper Evident Seals for International, Code 2 HHG/UB Containers:
  - (1) I will apply a tamper-evident seal which, if breached or missing, provides reasonable evidence that the container has been opened or otherwise tampered with.
  - (2) Seals will be placed at residence and seal numbers will be annotated on the inventory list. All exterior international and Code 2 HHG/UB containers and boxes, including

- overflow and oversize boxes and rug tubes or cartons, will be sealed with accountable tamper evident seals at the customer's residence, unless otherwise authorized by the customer. Sealing will be completed prior to any movement and the seal (control) numbers entered on the inventory, cross-referencing the container number.
- (3) Two seals, at a minimum, for UB, will be used per box and tamper evident seals will secure the access overlap top and ends. If only two seals out of a set of four are used, the seals not used will be destroyed at the time of sealing or given to the customer.
- (4) Four seals, at a minimum, on HHG, will be used per box and tamper evident seals will secure the access overlap door and side panels, which may include non-removeable end panels.
- (5) I understand that in the event the seals need to be broken prior to delivery I must notify the responsible PPSO/PPPO and the customer and provide them the opportunity to be present. When available, the responsible PPSO/PPPO will make arrangements for a Quality Assurance (QA) Inspector to be present at the selected location within two (2) GBDs when the seals are broken. If the PPSO/PPPO is unable to provide a QA Inspector, I will contact USTRANSCOM at <a href="mailto:transcom.scott.tcj9.mbx.pp-perf@mail.mil">transcom.scott.tcj9.mbx.pp-perf@mail.mil</a>. The containers will be resealed, notations made in DPS noting the new seals numbers, and shipment will continue in-transit to destination.
- (6) In the event that seals are discovered broken in-transit, I will reseal the container(s), replace the broken seal(s), and annotate the circumstances along with the new seal numbers in DPS.
- (7) I understand I must verify with the customer upon shipment delivery that all container seals are intact. In the event it is not discovered that the seals are broken until at the time of delivery, I will notify customer and will also document under General Remarks in DPS.

#### 8. Documents Provided to the PPSO/Aerial Port:

- a. I understand I must provide the following documentation to the PPSO NLT seven (7) GBDs after the pickup date and maintain original and copies of all supporting documents for audit and dispute purposes.
- b. NLT seven (7) GBDs after the pickup date, I must furnish the origin PPSO supporting shipment documentation as follows: Weighted BL (Gross/Tare/Net/Pro Gear Weights), Weight Tickets, DD Form 619, Inventories, and Third-Party Invoices.
- c. Weight tickets must be legible and contain required information as outlined in the applicable 400NG and/or IT. If the shipment is to be delivered prior to the submission of the aforementioned documents, the origin or destination PPSO must be advised of the weight via DPS and/or telephone to allow for a reweigh request prior to delivery.
- d. I will ensure the port agent or delivering entity provides a copy of the BL, transportation control movement document, and 2DMSL in connection with delivery of shipment(s) to the aerial port.

#### 9. Documents Provided to the Customer:

- a. At the time of pickup, I must furnish the customer or the customer's representative either in hardcopy or electronic delivery of documents:
  - (1) BL
  - (2) HHGs Descriptive Inventory and a copy of the High Value Household Goods Inventory (ifused)
  - (3) One legible copy of DD Form 619 (if applicable)
  - (4) The DP3 Real Property Damage Form pre-populated with my information
- b. At the time of delivery, I must furnish the customer or the customer's representative:
  - (l) One legible copy of DD Form 619 (if applicable)
  - (2) For shipments originating from NTS, I must furnish the customer or their representative a legible copy of the Household Goods Descriptive Inventory
  - (3) One copy of the DoD <u>DP3 Notification of Loss or Damage AT DELIVERY</u>, Figure B-2, and the DoD DP3, <u>Notification of Loss or Damage AFTER DELIVERY</u>, Figure B-3, documents. I must ensure all listed loss or damage is identified on the document, as applicable.
  - (4) The DP3 Real Property Damage Form pre-populated with my information
- c. At the time of notification of a missed pickup, RDD or agreed upon delivery out of SIT, or in the event I turn back a shipment within 14 calendar days of the pickup date, I will provide the IC Form, located at <a href="https://www.ustranscom.mil/dp3/docs/otherpdfs/0800+2022\_Business\_Rules/DP3%20Shipment%2\_0Inconvenience%20Claim%20Form%20(15%20May%2022).pdf">https://www.ustranscom.mil/dp3/docs/otherpdfs/0800+2022\_Business\_Rules/DP3%20Shipment%2\_0Inconvenience%20Claim%20Form%20(15%20May%2022).pdf</a>, to the affected customer and I will ensure the form is pre-populated with my information.

#### 10. <u>SIT</u>:

- a. In addition to the packing requirements contained in this Tender for preparing personal property for transportation, when a shipment is placed in SIT, I agree to use a DoD-approved storage facility that must comply with the following storage requirements:
  - (1) Storage: When a shipment is placed into SIT, the warehouseman will have until the close of business of the third (3<sup>rd</sup>) GBD following the date the SIT is approved to complete the handling-in services. Personal property must be stored IAW the requirements listed under "Storage Area" in the Storage Management Branch Tender of Service, Paragraph C-6.c.
  - (2) Shipping Containers: The contents of containerized shipments must not be removed from containers when placed in SIT.
  - (3) Identification: All lots of loose Domestic HHGs must be properly identified. Proper identification must consist of customer's name, BL number, and SIT control number. Such identification must be in plain view on each lot. Containerized HHG (Codes D, 2, 4, 6, and T) and UB (Codes 7, 8, and J) are exempt from this requirement provided

containers are marked IAW Paragraph C.7.b.

(4) Rugs and Carpets: Rugs and carpets must be stored on racks in a horizontal position (rolled up in tubes) without folding any portion of the rug, carpet, or padding.

#### b. Upholstered or Overstuffed Furniture:

- (l) Items stored loose on racks must be placed in an upright (normal) position and covered or protected against dust. No boxes, cartons, or other items may be placed upon this type of furniture.
- (2) When items are placed in individual storage rooms or when containers are employed for warehouse storage, they will have protection, padding, blocking, and bracing to preclude damage from any pressure against the upholstery, including pressure from its own weight as well as from conditions external to the container. The use of shrink or stretchwrap is allowed but not required.

#### 11. Unloading and Unpacking at Destination:

- a. I understand unloading at destination includes the one-time laying of rugs and the one-time placement of furniture and like items in a room or dwelling designated by the customer or their representative.
- b. All articles disassembled by the TSP or originating from NTS must be reassembled.
- c. On a one-time basis, all barrels, boxes, cartons, and/or crates must be unpacked (upon request) and the contents placed in a room designated by the customer. This includes the placement of articles in cabinets, cupboards, or on shelving in the kitchen and consistent with safety of the article(s) and proximity of the area desired by the customer but does not include arranging the articles in a manner desired by the customer.
- d. The unpacking service and removal of debris must be performed to the customer's satisfaction at the time the goods are delivered.
- e. On the day of delivery and/or unpacking, I must remove from the customer's premises all of my unused, empty containers, packing materials and other debris accumulated incident to packing or unpacking and loading or unloading.
- f. I will return to residence to perform debris removal if ordered IAW with the IT Item 506 and the 400NG Item 105.

#### 12. Recording Loss or Damage:

- a. I will record loss or damage revealed while unloading and/or unpacking. Such record will be indicated on the DP3 Notification of Loss or Damage AT DELIVERY (jointly signed by my representative and the customer or the customer's authorized agent), Figure B-2, and the DP3 Notification of Loss or Damage AFTER DELIVERY, Figure B-3, documents, as applicable.
- b. One copy will be furnished to the customer or the customer's representative.

- c. In case of missing items, tracer action will be initiated immediately, and the customer will be advised in writing of the results within 30 days from the date of delivery of the shipment. Every effort will be made to locate missing articles or items before recommending the submission of a claim by the customer.
- d. I agree, provided claims action has not been initiated, to forward to the customer by expedited means located missing articles or items at no additional cost to the government or the customer. See Claims and Liability Business Rules for complete claims guidance.
- 13. Quality Control Program: I agree to establish within my company a quality control system to provide total visibility of all facets of the program and ensure the service provided is equal to or greater than the standards of service established by the DPMO. This system will include, but not be limited to, specific subsystems for the functions of traffic management (routing, tracing, and billing), packaging, employee training and supervision, and agent supervision. Upon request, I must provide DPMO detailed descriptions of this quality control system.

#### D. CERTIFICATION

1. <u>Violations</u>: Any substantial violation of this Tender, or failure to perform IAW the DTR Part IV, DP3 Business rules, the International Tariff and Domestic Tender, and/or other legal requirements, may be used as the basis for administrative action by a PPSO or DPMO.

#### 2. Terms and Conditions:

- a. It is mutually agreed and understood between the U.S. Government and TSPs (motor carriers and freight forwarders), who are parties to the BL that:
  - (1) The BL is governed by the regulation relating thereto as published in 41 CFR Part 101-41, Transportation Documentation and Audit, with special attention drawn to Federal Management Regulation (FMR), Part 102-118, <u>Transportation Payment and Audit</u>, and applicable Commercial Shipments Rules and Conditions.
  - (2) Except as provided in 41 CFR 101 or as otherwise stated hereon, the BL is also subject to the same rules and conditions as govern commercial shipments made on the usual forms provided therefore by the TSP.
  - (3) All parties to the BL (TSPs, freight forwarders, or their representative), recognize that this shipment is made under the auspices of the U.S. Government, agree to forego any liens that may arise from any cause whatsoever and not to detain or impound this shipment made on the usual forms provided therefore by the TSP.
  - (4) The TSP will in no way demand prepayment of charges, nor make any collection of charges, nor attempt to collect any payments from the customer.
  - (5) Interest will accrue from the voucher payment date on overcharges made hereunder and paid at the same rate in effect on that date as published by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982.
- b. General instructions and administrative directions: Continuation sheets of the prescribed must be used and attached hereto when space under "Description of Shipment" on the face of the BL is inadequate.

c. All accessorial or special services must be requested and approved in DPS prior to performance of service or use of special service.

STATEMENT OF ACCESSORIAL SERVICES PERFORMED						OMB No. 0704-0531 OMB approval expires May 31, 2025
maintai sugges notwith	ining the data needed, and completing and review dions for reducing the burden, to the Department o	ing the collecti of Defense, Wa all be subject to	ad to average 5 minutes per response, including the time for notion of information. Send comments regarding this burden est ashingtion Headquarters Services, at whs.mc.abx.esd.mbx.dio any penalty for failing to comply with a collection of information of the control of the complexity of the control of the complexity of the control of t	timate or a d-dod-info	iny other aspect of this collect rmationcollections@mail.mil.	tion of information, including Respondents should be aware that
1. BI	ILL OF LADING NUMBER	2. OWNE	ER NAME (Last, First, Middle Initial)			3. RANK/GRADE
4. O	RIGIN OF SHIPMENT	<b>'</b>	5. DATE OF PICKUP AT ORIGIN (DDMMMY	(YYY)	6. DESTINATION O	FSHIPMENT
7. O	RDERING ACTIVITY/INSTALLATION	NAME	8. SCACINAME OF TRANSPORTATION SERVICE PROVIDER (TSP)		9. NAME OF AGEN	т
10. T	TSP SHIPMENT REFERENCE NO.	11. SIGN	NATURE OF TSP REPRESENTATIVE			12. DATE (DDMMMYYYY
	ADDITIONAL SERVICES (Enter addit					
$\rightarrow$	a. CRATES (Indicate number of crates a		**	$\perp$	d. EXTRA PICKUP	
-			I table, etc. Must provide invoice to PPSO.)	+	e. EXTRA DELIVER	
	<ul> <li>SHUTTLE SERVICE (Describe in "R</li> <li>REMARKS (Customer must initial next</li> </ul>				f. OTHER (Describe in	n rodnancs.j
	STATEMENT OF OWNER MATERIALS WERE FURNISHED/ACC		AL SERVICES WERE PERFORMED (X all that	apply.)	OTHER (Explain in 'R	

Figure B-1. DD Form 619 – Statement of Accessorial Services Performed

DEFENSE PERSONAL PROPERTY PROGRAM (DP3) NOTIFICATION OF LOSS OR DAMAGE <u>AT</u> DELIVERY							
COMPLETED BY TSP:				-			
NAME OF OWNER	RANK/GRADE	BR	ANCH OF SEF	RVICE WI	EIGHT	_	
BILL OF LADING NO. 1	TSP REFERENCE NO. SCA	AC PICK UP	P DATE	IS THIS A PARTIA	L DELIVERY (	Y or N)?	
<ul> <li>PURPOSE AND GENERAL INSTRUCTIONS:         <ul> <li>To provide the Transportation Service Provider (TSP) notice of loss or damage discovered AT the time of delivery.</li> <li>The customer (or their designated representative) and the TSP's delivery representative must jointly complete this document.</li> <li>List in the NOTED LOSS OR DAMAGE section below all damage and missing items noticed before TSP's representative departs.</li> <li>DO NOT leave blank. If no loss or damage is discovered at the time of delivery, write "NONE" in DESCRIPTION OF DAMAGE.</li> <li>THIS DOES NOT CONSTITUTE "FILING A CLAIM". A CLAIM MUST BE FILED VIA DPS CLAIMS MODULE - <a href="https://dps.move.mil/cust/standard/user/home.xhtml">https://dps.move.mil/cust/standard/user/home.xhtml</a>.</li> </ul> </li> </ul>							
If more than one p	oage is needed, include your name, l	OTED LOSS OR D. Bill of Lading No.		the Page of P	age on ea	ach page used.	
INVENTORY NO.	ITEM					n of scratch, dent, chip; etc.) mber, if applicable)	
	<del>                                     </del>	<del> </del>					
	<del> </del>	<del> </del>					
	<del>                                     </del>	+					
	<del> </del>	+					
		+					
	e-time placement of items during d I unpacking and removal of cartons			P will unpack and re	emove carton	ns to the customer's	
PLEASE READ CAREFULLY BEFOR	E SIGNING – THIS IS CUSTOMER'S N	NOTIFICATION OF	F LOSS AND/	OR DAMAGE AT DE	LIVERY		
By signing below, Customer ackn One (1) copy of this NOTIFICA	nowledges receipt of: ATION OF LOSS OR DAMAGE <u>AT</u> DE	LIVERY and one (	(1) copy of th	e NOTIFICATION OF	F LOSS OR DAI	MAGE <u>AFTER</u> DELIVERY.	
delivery. This notification delivery. This notification to the mail NOTIFICATION OF LOSS	the: tring TSP a "NOTIFICATION OF LOSS locument will provide instructions of the TSP within 180 days by entering GOR DAMAGE AFTER DELIVERY docu or damage recovery by the TSP or G	on how to file a o the information t ument to the TSP	claim online from the <u>AFI</u> by certified r	<b>via DPS.</b> <u>TER Delivery</u> docum return receipt, fax o	nent into the D	DPS online claims module or mail.	
Received for Delivery at:			Name/A	Address of Transpor	rtation Servic	e Provider (TSP):	
Street Address							
City	State	ZIP	TSP Ema	ail:			
Telephone Number or Email:			Toll-Fre	e Telephone Numb	er er	Fax Number	
Customer's Name (PRINT):			_				
Signature of Customer (or their d	designated representative)	Date	Deliveri	ing TSP Signature		Date	

Figure B-2 Notification of Loss or Damage AT Delivery

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

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

- You have up to 180 days to inspect your property, note all loss and damage not previously discovered and reported at the time of delivery, and provide notice to the Transportation Service Provider (TSP).
- The preferred method of submission to the TSP is through the DPS online Claims Module see instructions in Section A.
- If you are unable to file online, you may give written notice of loss and damage following the instructions in Section B.
- . If TSP is not notified within 180 days, you may lose any potential monetary recovery for your loss and damage.
- This is only a notification to the TSP of your loss or damage THIS DOES NOT CONSTITUTE FILING YOUR CLAIM.
- For information about filing a claim against the TSP, see Section C.
- If you have any questions about completing this document, contact the TSP or Military Claims Office (MCO), or locate your Service Military Claims website
  at <a href="https://www.militaryonesource.mil/moving-housing/moving/planning-your-move/customer-service-contacts-for-military-pcs/">https://www.militaryonesource.mil/moving-housing/moving/planning-your-move/service-contacts-for-military-pcs/</a> and choose Service
  branch under <a href="https://www.militaryonesource.mil/moving-housing/moving-planning-your-move/file-a-claim-after-your-military-move/">https://www.militaryonesource.mil/moving-housing/moving/planning-your-move/file-a-claim-after-your-military-move/</a>.

#### SECTION A - DPS ONLINE NOTIFICATION:

- Online notification can be completed via the internet by accessing DPS via <a href="https://dps.move.mil/cust/standard/user/home.xhtml">https://dps.move.mil/cust/standard/user/home.xhtml</a>.
- You must notify TSP in DPS by midnight GMT on the 180th day following delivery to be eligible for Full Replacement Value.
- If you submit this notice online via DPS claims module, you DO NOT need to complete Section B.

#### SECTION B - WRITTEN NOTIFICATION:

INVENTORY NO.

Telephone Number or Email:

Customer's Name (PRINT):

Signature of Customer (or their designated representative)

- If you are unable to provide notice online through DPS, you may fill out this section and send it to the TSP.
- This NOTIFICATION OF LOSS OR DAMAGE <u>AFTER</u> DELIVERY must be mailed by certified return receipt, faxed, or emailed to the TSP identified below by midnight GMT of the <u>180th</u> day following delivery.
- Keep a copy of this document and certified mail receipt for your records as proof it was sent to the TSP within 180 days.
- If more than one page is needed, please include your name, Bill of Lading No. and number of pages on each supplemental page used.
- USE ONLY BALLPOINT PEN OR PERMANENT INK.

ITEM

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

DESCRIPTION OF DAMAGE (be specific - missing; location of scratch, dent, chip; etc.)

Toll-Free Telephone Number

**Delivering TSP Signature** 

Fax Number

Date

			(Electronic	ic items, provide brand, and model number, if applicable)				
CUSTO	OMER SIGNATUR	E (OR THEIR DESIGNATED REP	RESENTATIVE)	DATE OF DELIVERY				
SECTIO	ON C – FILING A	CLAIM AGAINST THE TSP:						
• v	Vith limited exce	otions, to receive Full Replacem	ent Value for eligible loss or d	damage, you MUST file your claim online via the DPS Claims Module	within			
9	MONTHS of you	r property delivery.						
	<ul> <li>To submit your claim to the TSP who shipped your personal property, access DPS at <a href="https://dps.move.mil/cust/standard/user/home.xhtml">https://dps.move.mil/cust/standard/user/home.xhtml</a> and follow instructions for filing a claim.</li> </ul>							
■ Y	ou do not need r	epair estimates to enter your cl	aim in DPS.					
• If	the second of th							
v	alue and will be	responsible for obtaining repai	r estimates.					
Delive	ery Date:	BL:		Name/Address of Transportation Service Provider (TSP):				
Street	Address							
City		State	ZIP	TSP Email:				

Figure B-3. Notification of Loss or Damage AFTER Delivery

Date