

Change 1 to DS09, effective 1 May 09

Throughout this solicitation, corrections were made to change email addresses to conform to Scott Air Force Base format.

Page 2. Summary of Change, Typo changed Winter to Summer

Page 3-4 thru 3-16. Paragraph references through out this chapter have been updated.

Page 4-31. Item 402, Packing and Unpacking, clarified crating Flat Screen Television under 60” Diagonal. The PPSO may also authorize crating for any size flat screen television but the cost of crating will not exceed the \$105.00 charge for the corrugated carton designed specifically for flat screen televisions. If the crating cost is less than \$105.00 TSP will bill the lesser cost.

Page 4-32. Item 402, Packing and Unpacking, Typo 100H changed from 1.60 to 11.60.

Page 4-41. Item 412, Loading and Unloading Charges – Bulky Articles, inadvertently deleted (113M) from this solicitation, added (113M) back.

Page Appendix 5C-1&2. Edited the Sample Domestic Volume Move Uniform Tender of Rates and/or Charges Form.

DOMESTIC SUMMER RATE CYCLE, 2009 (DS09)

SUMMARY OF CHANGES – SECOND EDITION

(EFFECTIVE 1 MAY 09 THRU 31 OCT 09)

1. GENERAL

The attached updates to the SECOND EDITION of the Domestic Personal Property Rate Solicitation, D-16, become effective May 1, 2009, with the Domestic Summer (DS09) rate cycle. Changes are highlighted in “red.” The domestic rate solicitation and the rate filing schedules are available only on the World Wide Web at <http://www.sddc.army.mil/>.

This SECOND EDITION of the D-16 marks a change in how the Domestic Rate Solicitation and any necessary future changes are issued. Whatever known changes need to be made subsequent to the “SECOND EDITION”, those changes to be made will be done as a complete solicitation document, i.e., the complete solicitation will be reissued containing the necessary known changes as a “Second Edition”. If a “Third Edition” with its needed changes must be made, they will be included within another complete solicitation document, and so on. This change in approach to issuing updates to the solicitation with those updates included within a complete solicitation document is intended to make the document a true, on-line document, the latest edition of which can be referred to easily, be searchable, and eliminate past confusion caused to Government and industry entities through numerous individual page changes that were a product of the solicitation being a paper-based document. If a D-17 Domestic Solicitation is published for DW09, its initial issuance will be labeled as the “FIRST EDITION”.

Throughout the solicitation, minor corrections/updates were made to change references to SDDC formerly being based in Alexandria, VA, to its present location at Scott Air Force Base, IL, plus a few instances where minor corrections were made to correct references from the old MTMC HQ to SDDC.

A General Price Adjustment (GPA) was computed, based on the past 6 months’ numbers for the Current Employment and Unemployment (CEU) Statistics and Consumer Price Index (CPI), using the multipliers and data provided on the American Moving and Storage Association (AMSA) and U.S. Bureau of Labor Statistics web sites. This GPA was used to calculate the Administrative High and Low Rates for the DS09 Rate Filing Cycle (Item 616) and it was also applied to adjust the rates for Items 410, 421, 422, 424, 426, 430, and Chapter IV, Appendix E. The factor used for the rate adjustments was .012 of one percent.

This Domestic Solicitation is hereby issued by SDDC, Personal Property Division, upon approval of the Program Director, Lt Col Daniel Bradley.

The Government is transitioning the method for rate filing from the current TOPS program to Defense Personal Property System (DPS). The acceptance of rates under this solicitation does not result in a requirements contract. Change in accessorial rates in this

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these audits and the submission of these Financial Records. The periods of access and examination of records relating to litigation or settlement of claims rising from the performance of the Transportation Service Provider, or costs and expenses of these rates to which exception has been taken by the Comptroller General or its representatives, shall continue until such appeals, litigation, or claims have been settled.

ITEM 307

LIABILITY LIMITS FOR LOSS OR DAMAGE

a. **Liability.** 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. 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) unless a specific provision herein establishes a different rule or procedure.

b. When a claim is filed directly with the TSP within nine months of delivery, the TSP's maximum liability on all shipments will be the greater of:

(1) \$5,000 per shipment, or

(2) \$4.00 times either the net weight of the HHG shipment or the gross weight of the UB shipment, in pounds, not to exceed \$50,000.

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.

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.

e. **Full Replacement Value (FRV) Liability.** When the owner files a claim with the TSP within nine (9) months of delivery, the TSP is liable for the Full Replacement Value (FRV) of any lost or destroyed items subject to the limits of liability stated in **Item 307** above.

(1) If an owner submits a claim to a MCO within nine (9) months of delivery but wants the claim to be forwarded to the TSP for settlement, the owner will be considered as having filed within 9 months of delivery.

(2) If the TSP receives a claim that has been forwarded by a MCO within nine months of delivery, the TSP will be liable for the full replacement value. If the TSP receives a claim from a MCO more than nine months after delivery, but it is postmarked or electronically transmitted within nine months of the delivery date, then the 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 liability is as follows:

(3) 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 owner for the cost of such repairs.

(4) 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

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(2) When the owner files a claim with the TSP within nine (9) months of delivery, the TSP is liable for the Full Replacement Value (FRV) of any loss or damage items subject to the maximum liability listed in **Item 307**.

(3) 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.

(4) If the owner files a 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 Time Limitations on TSP's Liability for Loss and Damage Claims. 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.

(5) 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 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 Time Limitations on TSP's Liability for Loss and Damage Claims, or Member'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.

(6) In summary, the specific timeline and steps for filing a claim are as follows:

(a.) At delivery: Owner and TSP/ contractor will review then sign the DD1840 if there is any Loss or Damage evident at the time of delivery.

(b.) Within 75 days of Delivery: Owner must submit the Notice of Loss and Damage - DD1840R to the TSP/contractor.

(c.) Within 9 months of delivery: Owner must file complete claim information to the TSP/contractor for settlement to be eligible for Full Replacement Value.

(d.) If a claim is not completely settled after 30 days, claimants may transfer the claim to the appropriate MCO. However, claimants may transfer a claim immediately, and still be eligible for FRV, under the conditions in Item 308, paragraph a.

(e.) Within 2 years of delivery: Owner has the right to file their claim up to 2 years from delivery. If the claim is filed after 9 months from delivery but before 2 years from delivery, the owner is only entitled to depreciated value of the items as per these business rules.

ITEM 308

CLAIMS PROCESS FOR ALL SHIPMENTS

a. **Claims Filing.** 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 within nine (9) months of delivery, the TSP will be liable for the full, undepreciated replacement value (FRV) on all lost or destroyed items. If a claim is not completely settled after 30 days, claimants may transfer the claim to the appropriate Service Military Claims Office (MCO). However, claimants may transfer a claim immediately, and still be eligible for FRV, upon:

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- (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's DOD approval has been revoked, or contract terminated.
- (4) The TSP's failure to comply with the catastrophic loss provisions and as verified by the MCO.
- (5) The TSP's failure to comply with essential items provisions in and as verified by the MCO.

b. For the purpose of filing with the TSP within two (2) 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 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 (9) month filing period required to trigger the TSP 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 the TSP anticipates the denial of an extension, they may contact the appropriate Service 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 toll-free 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 307** Liability of this document. 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 filing claims directly with the TSP, a claim submitted directly by the owner to the TSP must be submitted within the relevant time period (nine months to be eligible for FRV or two years for depreciated value). The claim must identify the claimant; contain facts sufficient to identify the shipment 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.

f. If goods have been in the custody of one or more TSPs or a warehouse that are not agents of the delivering TSP (e.g. Code 3 shipments, delivery out of NTS by other than the warehouse, or DPM shipments), then the nine month limit for obtaining FRV and the two year limit for filing the claim are met for all TSPs and warehouses in the chain of custody, if the claim is filed with the delivering TSP within the nine month or two year time limit. If the delivering TSP believes that some of the loss or damage occurred while the goods were in the custody of a prior TSP or warehouse, then the delivering TSP must forward the claim to the prior TSP with the documents or other evidence that establish the prior TSP or warehouses liability. The delivering TSP must also advise the claimant of the date the claim was forwarded, the items for which the delivery TSP is denying liability, and the address of the prior TSP or warehouse to which the claim was forwarded. Filing with the delivery TSP will also satisfy any

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requirement for all TSPs and warehouses in the chain of custody that a claim must be filed directly with a TSP to entitle the claimant to settlement on the basis of FRV.

g. Exceptions to Filing Claims Directly with the TSP

Filing with the delivery TSP will satisfy the requirement for all TSPs and warehouses in the chain of custody that a claim must be filed directly with a TSP to entitle the claimant to settlement on the basis of FRV. Exceptions to the requirement that the owner file directly with the TSP will be granted on a case-by-case basis, in writing, by the MCO. Exceptions to the requirement that the owner file directly with the TSP will be granted on a case-by-case basis, in writing, by the MCO. Some examples of exceptions are:

- (1) No access to a telephone or fax machine.
- (2) Claims for deceased owners (Bluebark) involving surviving family customers not familiar with the claims process.
- (3) Language barriers in the claims filing process.

h. Substantiation of Claims

(1) In addition to the minimum requirements needed to meet any timely 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 under (see Paragraph j. below); sufficient information about the shipment to enable the TSP to locate its copy of the bill of lading, inventory; 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.

(2) For claims filed directly with the TSP within nine months of delivery, the TSP is responsible for obtaining any repair estimates or replacement cost estimates that it may need to settle the claim. 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, the TSP 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.

(3) For claims that are not filed within nine months of delivery, the owner must provide the TSP with repair and replacement estimates on any item(s) for which the amount claimed exceeds \$100. (See Paragraph 1 Repair Estimates, for rules on use of TSP estimates on claims filed with the military.

i. 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 9 months of delivery, the

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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 Paragraph h.2.

j. Notice of Loss and Damage

(1) Recording Loss or Damage. When unloading or unpacking articles at destination, the TSP will, in coordination with the owner, check the inventory prepared at origin and inspect each article for loss or damage. The TSP will, along with the owner record loss and damage on a DD Form 1840, Joint Statement of Loss or Damage at Delivery. The DD Form 1840 will indicate any differences in count and condition from that shown on the inventory prepared at origin and will be jointly signed by the TSP and the owner. For split shipments or partial deliveries, a DD Form 1840 will be completed whenever property is delivered to owner.

(2) The DD Form 1840 will be prepared in five copies by the TSP. The TSP will obtain a receipt by owner signature in the space provided on the form and provide the owner three copies of the DD Form 1840/1840R, Notice of Loss or Damage. The TSP will furnish the origin PPSO a completed copy of the form within 75 days after delivery. One copy of the form will be held in the TSP's files for further reference.

(3) Upon delivery of the HHG or UB, it is the joint responsibility of the TSP and the owner to record on the Joint Statement of Loss or Damage at Delivery (DD Form 1840) all loss and transit damage that is found at delivery. Later discovered loss or transit damage shall be listed on the Notice of Loss or Damage after Delivery DD Form 1840R. The TSP shall accept this form (DD Form 1840R), 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 DD Form 1840 nor DD Form 1840R is conclusive; both can be rebutted by other evidence.

(4) If notice of loss or damage of HHG or UB 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 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 Service 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.

(5) The TSP failure to provide the DD Form 1840/1840R to the owner and to have proof thereof will eliminate any requirement for notification to the TSP. Notice using the DD Form 1840/1840R 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 PPSO of the incident. Such incidents include fire, pilferage, vandalism, and similar incidents that produce significant loss, damage, or delay.

(6) 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. The member/employee will use the DD Form 1844 (List of Property and Claims Analysis Chart) when submitting a claim to the TSP or MCO. The DD Form 1844 can be found at DOD Forms Management Programs at this website: <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm> or a copy can be obtained at your MCO.

k. Inspection by the TSP

(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 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 or she must give the TSP evidence that the item was damaged beyond economical repair.

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(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 owner that either the items will be inspected or that the owner may dispose of the items. In such cases, if the TSP gives notice to inspect the items, TSP will do so within 45 calendar 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 shall contact the appropriate Service 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 calendar days plus delay days caused by owner).

l. 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 Claims Filing in **Item 308.a**, 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 member/employee, 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 paragraph 2, above. If the TSP 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 it will be considered in the TSP 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 DD Form 1840R 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.

m. Settlement of Loss and Damage Claims

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(a) The item has been missing for at least seven (7) days from the date of delivery and the TSP has been notified pursuant to Essential Items, Paragraph t.1.

(b) The item is necessary for daily life, such that it must be replaced within 2 business days of notice to TSP.

(c) The item has in fact been replaced.

(4) 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 5 thru 7 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. However, in no case will the 30-day period for the TSP to take possession end until after the period allowed for the TSP's inspections (see Inspection by the TSP, Paragraph k.2). 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 appropriate Service MCO closest to the owner and request assistance. At any time the owner may ask the TSP whether they may dispose of an item and get an answer within 2 days under, Paragraph k.2.

(5) 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.

(6) 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.

(7) 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.

q. 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 TSP agreed 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.

r. Dispute Resolution

(1) If an owner does not accept a settlement offered by the TSP, the owner may transfer a claim as specified in Claims Filing, Paragraph 1.1a 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. 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.

(2) If the TSP and the MCO cannot reach a mutual settlement on the recovery claim, the military service 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 a 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.

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(3) 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.

(4) In some cases more than one independent TSP or warehouse may have had custody of the goods, the claim will be filed with the delivery TSP and the delivery TSP who first receives the claim may forward it to a prior TSP or warehouse in the chain of custody. In those cases, if the prior TSP or warehouse disputes the liability and alleges the delivery TSP was liable, the claimant does not have to continue to deal with the TSPs but may transfer the claim to the appropriate MCO for resolution of the claim without giving prior notice to the delivery TSP.

s. Catastrophic Loss Payments

(1) 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 HHG or UB. 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.

(2) 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 the 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 with the destination transportation office, Contracting Office and MCO. 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.

(3) TSPs and contractors are expected to make advance payments as soon as possible after a catastrophic loss occurs. Payments must be made within 48 hours of discovery or being notified of a catastrophic loss, unless the owner 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, TSP is required to pay no less than 5% of their total maximum liability for the shipment.

(4) In the event that a TSP identifies or is informed of a catastrophic loss for which it believes it is not liable under Claims Filing, Paragraph 308.a.4, the TSP shall inform the owner's MCO 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 owner had filed a claim with the TSP within nine months of their loss.

t. Essential Items.

(1) The TSP is responsible for promptly dealing with owners 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."

(2) 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 but are not limited to:

- (a) Refrigerators or other appliances necessary for the safe storage and preparation of food.
- (b) Necessary medical equipment.

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(c) Mattresses

(3) Upon notification of the loss of an essential item by either the owner, MCO or SDDC, the TSP shall either pay for such items, provide temporary or permanent replacements for them, or such other arrangement as agreed to by owner. Such action must be taken within two (2) 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 on any claim and should not exceed the TSP's expected total liability. The owner 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 the contract.

(4) If a TSP declines to provide or pay for an essential item or fails to respond to notification within the two (2) business day period, the owner may file a claim for said item(s) directly with the MCO. In such cases, the owner shall retain his or her right to FRV for those essential items with which notice was provided to the TSP. The owner is expected to file the remainder of their claim consistent claims provisions.

(5) 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 Claims Filing, **Item 308.a.5**, 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 shall be liable as if the owner had filed a claim with the TSP within nine months of their loss.

u. Non Temporary Storage (NTS) and Direct Procurement Method (DPM) Shipments

(1) The provisions of the Tender of Service apply in regard to inspection and inventory between the NTS TSP and the TSP for Carriage during the transfer of custody of the property at the NTS TSPs facility.

(2) The provisions of **Item 308.f and g**. apply in regard to the nine month limit for obtaining FRV and the two year limit for filing the claim are met for all TSPs and warehouses in the chain of custody, if the claim is filed with the delivering TSP within the nine month or two year time limit.

ITEM 309.

RESERVED FOR FUTURE USE

ITEM 310.

ITEMS LIABLE TO CAUSE DAMAGE

The following will not be accepted for shipment by the TSP:

- a. Property whose inherent nature is liable to impregnate, contaminate, or otherwise cause damage to other property or equipment.
- b. Items which cannot be taken from or delivered to the premises without damage to the items or the premises.

ITEM 311.

IMPRACTICABLE OPERATIONS

a. This rate solicitation shall not require the Transportation Service Provider to perform any line haul service or any other service from or to or at any point or location where, through no fault or neglect of the Transportation Service Provider, the operation of vehicles is impracticable because:

- (1) The condition of roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- (2) Loading or unloading facilities are inadequate;

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NOTE 9: Containers/Overflow boxes, when used in door-to-door service, shall be packed and stuffed at origin residence unless specific exception is authorized by the responsible PPSO. For the authorized exceptions, such items shall be listed on the inventory and shall be annotated that items shall be containerized at the warehouse.

NOTE 10: Packing and Shipment of Flat Screen Televisions

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

b. Member/employee Responsibilities: The member/employee shall be responsible for the pre- and post-transportation servicing of such a television at origin and destination. This includes all costs to disconnect and unmount at origin and cost to mount and connect at destination.

c. Transportation Service Provider (TSP) Responsibilities: The TSP shall be responsible for packing and unpacking of flat screen televisions at origin and destination. TSPs are responsible for ensuring that all flat screen televisions remain in an upright position, during packing, transportation and unpacking.

d. Crating Charges for Flat Screen Televisions: Crating charges shall only apply to flat screen televisions in excess of a 60 inch diagonal screen size and if member/employee original container is no longer available, (See Note 11). **The PPSO may also authorize crating for any size flat screen television but the cost of crating will not exceed the \$105.00 charge for the corrugated carton designed specifically for flat screen televisions. If the crating cost is less than \$105.00 TSP will bill the lesser cost.** This crating service must be pre-approved in writing by the PPSO. TSPs are permitted to utilize third party service to construct an authorized crate, however in no event shall any claim for payment by the TSP exceed the authorized rates for crating that are published in the solicitation, nor shall any additional charges apply for packing or unpacking, as the compensation for packing and unpacking shall be limited to that authorized under Item 100Q and 100R, as applicable. TSPs are responsible for proper packing, unpacking, and safe shipping and handling of any flat screen television. Crate shall remain the property of member/employee.

e. Billing for crating Flat Screen Televisions in Excess of a 60 Inch Diagonal Screen: When billing for crating, a TSP shall utilize the rate and appropriate item code (100Q or 100R) published in the solicitation. TSP shall only be permitted to bill the actual cubic foot dimensions for the crate (e.g. 4.23 cubic feet), when billing in Central Web Application (CWA). No rounding of cubic dimensions is permitted.

f. Corrugated Cartons for Flat Screen Televisions Less than 60 Inch Diagonal Size: TSPs are authorized to use corrugated cartons specifically designed to ship Flat Screen Television. TSPs will only be authorized to bill the charge under Item code 100V. No labor or additional charges other than item code 100V will be permitted. When using original manufacturer's shipping container, See Note 11. Corrugated carton shall remain the property of member/employee.

NOTE 11: Original container: TSP must utilize the original manufacturer's shipping container, if available and serviceable. TSPs shall specifically annotate on the household goods inventory sheet that the manufacturer's original carton was utilized to pack the flat screen television. No labor or additional charges shall apply.

NOTE 12: A TSP shall in no circumstance be permitted to charge the government for a bulky charge for packing, unpacking or shipping flat screen televisions.

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PACKING OR PACKAGING (PACKING AND UNPACKING)
 (IN DOLLARS AND CENTS) (FOR APPLICATION, SEE PRECEDING PAGES)
SCHEDULES

<u>PER NO.</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>
<u>1 (100B)</u>	17.65	18.20	18.80	19.35	19.90	20.35	21.15	21.90	22.55	23.60	24.35	25.50	26.50	32.40	32.60
<u>2 (100C)</u>	4.05	4.15	4.30	4.50	4.65	4.85	5.00	5.15	5.30	5.65	5.90	6.20	6.45	10.15	10.40
<u>3 (100D)</u>	6.30	6.40	6.60	6.75	7.05	7.25	7.50	7.85	8.10	8.55	9.00	9.45	9.80	15.50	15.70
<u>4 (100E)</u>	7.30	7.70	8.15	8.50	8.75	9.00	9.25	9.60	9.95	10.60	11.05	11.70	12.15	19.05	19.25
<u>5 (100F)</u>	8.35	8.65	9.00	9.50	9.80	10.10	10.55	10.85	11.35	12.05	12.55	13.25	13.80	21.90	22.10
<u>6 (100G)</u>	9.70	9.95	10.25	10.70	11.05	11.50	11.95	12.35	12.90	13.70	14.25	15.10	15.75	23.35	23.40
<u>7 (100H)</u>	8.55	8.85	9.10	9.60	9.60	9.75	9.95	10.15	10.45	10.80	11.05	11.25	11.60	23.10	23.35
<u>8 (100I)</u>	4.00	4.30	4.55	5.00	5.05	5.15	5.35	5.55	5.75	5.95	6.20	6.45	6.65	11.20	11.45
<u>9 (100J)</u>	7.00	7.10	7.25	7.50	7.65	7.80	8.00	8.20	8.40	8.85	9.00	9.50	9.80	13.45	13.75
<u>10(100K)</u>	7.95	8.05	8.20	8.45	8.60	8.75	8.95	9.10	9.35	9.80	9.95	10.45	10.70	16.25	16.50
<u>11(100L)</u>	12.50	12.90	13.40	13.70	13.85	14.05	14.50	14.80	15.10	15.75	16.05	16.75	17.15	21.60	21.80
<u>12(100M)</u>	8.70	8.80	8.95	9.20	9.35	9.50	9.70	9.85	10.10	10.55	10.70	11.20	11.45	14.00	14.25
<u>13(100N)</u>	13.60	13.70	13.85	14.25	15.60	16.45	17.50	18.60	19.35	20.55	21.35	22.45	23.35	25.15	25.30
<u>14 (100P)</u>	29.50	29.50	29.75	30.05	30.35	30.80	31.00	31.45	32.00	32.55	33.05	33.90	34.45	35.45	36.40
<u>15(100Q)</u>	4.65	4.75	4.90	5.00	5.05	5.15	5.30	5.40	5.60	5.75	5.80	5.90	6.30	6.75	6.90
<u>16(100R)</u>	20.10	20.25	20.55	21.10	21.25	21.90	22.25	22.70	22.95	23.30	23.50	24.15	25.60	30.65	30.90
<u>17(100S)</u>	24.15	24.55	24.70	24.90	25.10	25.25	25.95	26.25	26.65	27.35	27.70	28.05	29.05	29.75	30.50
<u>18(100T)</u>	33.00	33.25	33.60	33.85	34.35	34.60	35.50	35.95	36.55	37.50	38.15	38.75	40.20	41.25	42.40
<u>19(100U)</u>	42.40	43.10	43.40	44.00	44.40	44.95	46.25	46.90	47.60	48.90	49.75	50.70	52.85	54.45	56.20
<u>20(100V)</u>	105.	105.	105.												

Billing Note: CWA Billing: If MAXPAC service code 100A is identified, other subitems, 100B through 100M, must be identified, but charges associated with 100B through 100M must not be included.

MAXIMUM CHARGES (except packing/unpacking of Crates, Wooden (any category), Corrugated Containers (No. 13); Double and Triple Wall Cartons (Nos. 17, 18, & 19); and Grandfather Clock Corrugated Cartons (No. 14).

NOTE: When items are packed by the Transportation Service Provider, but transported by the member/employee in a Personally-Procured Move, the Transportation Service Provider may bill the charges for the packed cartons. The DD Form 619 shall be annotated to show number and size of cartons packed by Transportation Service Provider and moved by member/employee. MAXPAC shall apply for that portion moved by the Transportation Service Provider.

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<i>Hot Tubs, Spas, Whirlpool Baths, Jacuzzis, etc. (transported, set-up, not dismantled) – over 100-cu. ft.</i>	(113C)	each	118.03
<i>Motorcycles (250-cc. and over)</i>	(113I)	each	79.15
<i>Snowmobiles, Jet Ski's (under 14 ft.), or Riding Golf Carts & other similar recreational vehicles</i>	(113J)	each	62.48
<i>Automobiles, Trucks, and Vans</i>	(113K)	each	126.34
<i>Boats, 14-feet and under</i>	(113L)	each	118.03
<i>For each foot over 14 feet, add</i>	(113R)	per foot	8.43
<i>Large Screen Televisions, 48" and larger (excluding Flat Panel TVs)</i>	(113M)	each	62.48
<i>Windsurfers, canoes, dinghies, kayaks, sculls, skiffs, rowboats, and boats 14-feet and under without trailers</i>	(113N)	each	118.03
<i>Boat Trailers 16-feet and under</i>	(113P)	each	118.03
<i>For each foot over 16 feet, add</i>	(113S)	per foot	8.43

ITEM 413. [OAC] **OVERTIME LOADING AND UNLOADING**

(120A) - Overtime Loading and Unloading

a. Except as otherwise provided for and subject to applicable notes below, overtime labor charges located in Item 403 will apply for each overtime loading or each overtime unloading when this service is performed other than during regular working hours and authorized and confirmed, in writing, by the PPSO.

- (1) Landlord requirements;
- (2) Prevailing laws or ordinance;
- (3) Specific request of the PPSO.

NOTE 1: Other than regular working hours or days are as follows:

- Between 5:00 p.m. and 8:00 a.m., except Saturdays, Sundays and holidays;
- During any hour on Saturday or Sunday;
- During any hour on officially declared National or State holidays (when service is performed within the state).

NOTE 2: The charge shall not apply when service is performed for the Transportation Service Provider's convenience, or when shipments are delivered to a warehouse at destination.

NOTE 3: This overtime service shall be rendered only at the option of the Transportation Service Provider. When such service involves loading or unloading at the warehouse, it must be agreed to by the warehouseman.

ITEM 414. [PUK] **OVERTIME PACKING AND UNPACKING**

(121A) - Overtime Packing and Unpacking

When overtime packing or unpacking is authorized by the PPSO, the difference between the regular labor charge and the overtime labor charge applicable for the area in which the service is performed shall apply. The charge shall be based on number of hours and persons performing the overtime labor. This additional charge shall

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APPENDIX 5C – SAMPLE DOMESTIC VOLUME MOVE UNIFORM TENDER OF RATES AND/OR CHARGES

UNIFORM TENDER OF RATES AND/OR CHARGES FOR TRANSPORTATION SERVICES		
1. COMMODITY OR SERVICE CODE <u> 1 </u>	2. TENDER NUMBER / SUPPLEMENT NUMBER / CANCELLATION NUMBER (AS APPLICABLE)	
3. ORIGIN JPPSO-SAT, TX (HAFC)	4. ISSUE DATE DATE PREPARED	5. EXPIRATION DATE LAST DAY OF VOLUME MOVE
6. DESTINATION JPPSO-COS, CO (KKFA)	7. EFFECTIVE DATE FIRST DAY OF VOLUME MOVE	8. FILE NUMBER (OPTIONAL)
9. ISSUING TRANSPORTATION SERVICE PROVIDER / SCAC ABC VAN AND STORAGE (ABCV)		
10. I AM (WE ARE) AUTHORIZED AND DO HEREBY OFFER ON A CONTINUING BASIS TO THE UNITED STATES GOVERNMENT, HEREINAFTER CALLED THE GOVERNMENT, PURSUANT TO SECTION 13712 OF THE ICC TERMINATION ACT OR OTHER APPROPRIATE AUTHORITY, THE TRANSPORTATION SERVICES HEREIN DESCRIBED, SUBJECT TO THE TERMS AND CONDITIONS HEREIN STATED. THE PROPERTY TO WHICH RATES HEREIN APPLY MUST BE SHIPPED BY OR FOR THE GOVERNMENT ON (1) GOVERNMENT BILLS OF LADING, (2) COMMERCIAL BILLS OF LADING ENDORSED TO SHOW THAT SUCH BILLS OF LADING ARE TO BE EXCHANGED FOR GOVERNMENT BILLS OF LADING AT DESTINATION OR CONVERTED TO GOVERNMENT BILLS OF LADING AFTER DELIVERY TO THE CONSIGNEE, (3) COMMERCIAL BILLS OF LADING SHOWING THAT THE GOVERNMENT IS EITHER THE CONSIGNOR OR THE CONSIGNEE AND ENDORSED WITH THE FOLLOWING LEGEND "TRANSPORTATION HEREUNDER IS FOR THE _____ GOVERNMENT AGENCY (NAME THE SPECIFIC AGENCY, SUCH AS U.S. DEPARTMENT OF DEFENSE) AND THE ACTUAL TOTAL TRANSPORTATION CHARGES PAID TO THE TSP(S) BY THE CONSIGNOR OR CONSIGNEE ARE ASSIGNABLE TO AND ARE TO BE REIMBURSED BY THE GOVERNMENT, (4) COMMERCIAL BILLS OF LADING ENDORSED WITH THE FOLLOWING LEGEND, 'TRANSPORTATION HEREUNDER IS FOR THE _____ GOVERNMENT AGENCY (NAME THE SPECIFIC AGENCY, SUCH AS U.S. DEPARTMENT OF DEFENSE) AND THE ACTUAL TOTAL TRANSPORTATION CHARGES PAID TO THE TSP(S) BY THE CONSIGNOR OR CONSIGNEE ARE TO BE REIMBURSED BY THE GOVERNMENT PURSUANT TO COST-REIMBURSABLE CONTRACT NO. _____. THIS MAY BE CONFIRMED BY CONTACTING SUCH AGENCY AT _____.		
11. RATE _____ % (SEE BLOCK 15 FOR RATE BASIS)	13. ROUTE(S) BASIS FOR SUBMISSION: VOLUME MOVE PP ANNOUNCEMENT LETTER DATED _____ TRANSPORTATION SERVICE PROVIDER CAN HANDLE _____ % OF TOTAL TONNAGE, _____ POUNDS PER DAY.	SDDC APPROVAL 14. TRAILER INTERCHANGE YES _____ NO _____
12. MINIMUM WEIGHTS 500 POUNDS NET	15. CLASSIFICATION AND EXCEPTIONS	
UNLESS OTHERWISE SPECIFICALLY STATED HEREIN, THE SERVICES, RATES, OR CHARGES SHOWN HEREIN ARE SUBJECT TO THE RULES OF THE FREIGHT CLASSIFICATION OR EXCEPTIONS THERETO WHICH AT THE TIME OF MOVEMENT WOULD GOVERN THE APPLICABLE CLASS RATES FROM AND TO THE POINTS AND VIA THE ROUTES PROVIDED IN THIS TENDER. DOMESTIC PERSONAL PROPERTY RATE SOLICITATION, AND REISSUES THEREOF.		
16. ACCESSORIAL SERVICES		
THE ACCESSORIAL SERVICES SHOWN BELOW WILL BE FURNISHED BY THE TSP ON REQUEST OF SHIPPER AT THE RATES OR CHARGES SPECIFIED IN THIS BLOCK, WHICH WILL BE IN ADDITION TO THE RATES OR CHARGES SHOWN IN BLOCKS 11 AND 12, SUCH REQUESTS MUST BE SHOWN ON THE BILL OF LADING AND INITIALED BY THE PERSON REQUESTING SAME. PERCENTAGE SHOWN IN BLOCK 11 APPLIES FOR REDUCTION IN TOTAL COST OF EACH SHIPMENT, EXCLUDING THIRD PARTY SERVICES		
17. LAWFUL PERFORMANCE: OPERATING AUTHORITIES		
IN MAKING THIS TENDER THE TSP(S) REPRESENT(S) TO THE UNITED STATES THAT THE SERVICES WILL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS AND THAT THE TSP(S) POSSESS(ES) THE REQUIRED OPERATING AUTHORITY TO TRANSPORT THE COMMODITY FROM, TO, OR BETWEEN THE PLACES HEREIN SET FORTH, AS EMBRACED IN THE FOLLOWING DOCKETS, PERMITS OR TEMPORARY OPERATING AUTHORITIES.		

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18. CHARGES AND ALLOWANCES		
(A) EXCEPT AS OTHERWISE PROVIDED HEREIN, SHIPMENTS MADE UNDER THE PROVISIONS OF THIS TENDER ARE ENTITLED TO SUCH ADDITIONAL SERVICES AND PRIVILEGES AS ARE PROVIDED IN SEPARATELY PUBLISHED TARIFFS OR TENDERS TO WHICH TSP(S) IS (ARE) A PARTY SUBJECT TO THE TARIFF OR TENDER CHARGES, ALLOWANCES, RULES AND REGULATIONS APPLICABLE TO SUCH SERVICES AND PRIVILEGES. (B) THE RATES AND CHARGES IN THIS TENDER MAY BE USED AS FACTORS TO MAKE COMBINATION RATES AND CHARGES TO AND/OR FROM OTHER POINTS OF ORIGIN AND DESTINATION, PROVIDED THAT SUCH OTHER POINTS ARE NOT MORE THAN THIRTY (30) HIGHWAY MILE DISTANCE FROM THE PERTINENT POINT OF ORIGIN OR DESTINATION NAMED HEREIN. THIS DISTANCE SHALL BE MEASURED FROM (1) THE NEAREST BOUNDARY IN THE CASE OF DESIGNATED COMMERCIAL ZONES; (2) THE NEAREST CORPORATE LIMIT, IN THE CASE OF INCORPORATED COMMUNITIES NOT IN COMMERCIAL ZONES; OR (3) THE NEAREST POST OFFICE WITHIN OTHER POINTS OF ORIGIN OR DESTINATION.		
19. PAYMENT		
EXCEPT FOR SHIPMENT COVERED BY BLOCK 10(3) OR 10(4), THE TSP SHALL BILL THE UNITED STATES, IN THE CENTRAL WEB APPLICATION (CWA), APPROPRIATELY SUPPORTED.		
20. REFERENCES		
SERVICES HEREIN DESCRIBED, SUBJECT TO THE TERMS AND CONDITIONS HEREIN STATED. THE PROPERTY TO WHICH RATES HEREIN APPLY MUST BE INCLUDE SUPPLEMENTS OR AMENDMENTS THERETO OR REISSUES THEREOF, UNLESS OTHERWISE SPECIFIED HEREIN.		
21. TERMINATION OR MODIFICATION OF TENDER		
THIS TENDER MAY BE CANCELLED OR MODIFIED BY THE TSP(S) ON WRITTEN NOTICE OF NOT LESS THAN THIRTY (30) DAYS EXCEPT AS TO SHIPMENTS MADE FROM ORIGINAL POINT OF SHIPMENT (OR PORT OF IMPORTATION, WHERE INVOLVED) BEFORE THE EFFECTIVE DATE OF SUCH NOTICE, AND EXCEPT AS TO ANY ACCRUED RIGHTS AND LIABILITIES OF EITHER PARTY HEREIN AND FURTHER, EXCEPT SUCH CANCELLATION OR MODIFICATION MAY BE ACCOMPLISHED UPON SHORTER NOTICE BY MUTUAL AGREEMENT OF THE PARTIES CONCERNED.		
22. FILING WITH REGULATORY BODIES		
TSP(S) CERTIFIES (CERTIFY) THAT, WHERE REQUIRED, THE REQUISITE NUMBER OF COPIES OF THIS TENDER IS BEING FILED CONCURRENTLY WITH THE SURFACE TRANSPORTATION BOARD IN ACCORDANCE WITH SECTION 13712 OF THE ICC TERMINATION ACT, OR WITH OTHER REGULATORY AGENCIES, AS APPROPRIATE.		
23. ALTERNATIONS: VOLUME OF TRAFFIC		
THIS TENDER WILL NOT APPLY WHERE CHARGES ACCRUING HEREIN EXCEED CHARGES OTHERWISE APPLICABLE FOR THE SAME SERVICE. RECEIPT OF THIS TENDER SHALL NOT BE CONSTRUED AS A GUARANTEE BY THE GOVERNMENT OF ANY PARTICULAR VOLUME OF TRAFFIC HEREIN DESCRIBED.		
24. SIGNATURE(S) OF PARTY(IES) REPRESENTING TSP(S): BY OFFERING RATES FOR SERVICES TO THE UNITED STATES GOVERNMENT, THE UNDER- SIGNED TSP OFFICIAL CERTIFIES THE UNDERSTANDING AND CONTINUED COMPLIANCE WITH THE PREVIOUSLY EXECUTED CERTIFICATION OF INDEPENDENT PRICING, WHICH IS INCORPORATED HERETO BY REFERENCE. THE EXECUTED CERTIFICATION OF INDEPENDENT PRICING IS ON FILE IN THE TSP'S QUALIFICATION FILE AS AN ATTACHMENT TO THE TSP'S TENDER OF SERVICE.		
ISSUING TSP	PARTICIPATING TSP	PARTICIPATING TSP
BY (SIGNATURE AND TITLE OF AUTHORIZED OFFICER OR AGENT)	BY (SIGNATURE AND TITLE OF AUTHORIZED OFFICER OR AGENT)	BY (SIGNATURE AND TITLE OF AUTHORIZED OFFICER OR AGENT)
ADDRESS	ADDRESS	ADDRESS
25. INSTRUCTIONS		
A. GENERAL (1) THIS UNIFORM TENDER FORMAT IS DESIGNED TO PROMOTE SPEED AND ORDERLINESS IN THE HANDLING OF TENDERS. VARIANCE FROM ITS TERMS, SEQUENCE OR NUMBERING MAY RESULT IN DELAY IN THE PROCESSING OF TENDERS. (2) TENDER SHALL BE PREPARED ELECTRONICALLY, CONFORMING TO AN 8 1/2" X 11" FORMAT PER PAGE, WITH A LEFT HAND BINDING MARGIN OF AT LEAST 1/2 INCH. (3) SUBMIT INDIVIDUALLY THE DOMESTIC VOLUME MOVE UNIFORM TENDER OF RATES AND/OR CHARGES APPENDIX 5C-1/2 AND THE ATTACHMENT TO UNIFORM TENDER OF RATES APPENDIX 5C-3 BY SCAC AND VOLUME MOVE NUMBER.		
B. DISTRIBUTION REQUIREMENTS EXCEPT AS OTHERWISE INSTRUCTED, RATE TENDERS AND SUPPLEMENTS WILL BE SUBMITTED ELECTRONICALLY TO THE COMMANDER, SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND, AT THIS E-MAIL ADDRESS: SDDC.SAFB.PPRATESDOM@US.ARMY.MIL		