SDDC-PPO-E Intratheater Household Goods Traffic Management Program

TENDER OF SERVICE 9
APRIL 1, 2009 EDITION

CANCELS AND SUPERSEDES TOS 8

SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND
PERSONAL PROPERTY OFFICE - EUROPE
70567 Stuttgart-Möhringen (Germany)

GENERAL INFORMATION AND CHANGES TO
INTRATHEATER TENDER OF SERVICE 9

(Effective APRIL 1, 2009)

GENERAL INFORMATION

1. GENERAL: Effective APRIL 1, 2009, the following changes from Intratheater Tender of Service IT TOS 8 will be implemented into the IT TOS 9.

CHANGES TO TOS 9

1. SECTION 1 – GENERAL. Paragraph 1-1. APPLICATION OF THE TENDER OF SERVICE (TOS). A. Delete Both HQ SDDC Alexandria and SDDC Personal Property Office-Europe (SDDC-PPO-E) solicit rates for movement of household goods. The low rate will be compared against other methods of shipments by the responsible transportation office to determine the low cost Transportation Service Provider (TSP).

The International Personal Property Rate Solicitation Program will be used.

2. SECTION 3 – SUBMISSION OF OFFERS AND RATE TENDERS. Paragraph 3-5. PROCEDURES FOR SUBMISSION OF OFFERS. Paragraph 3-5A(2)(a) Delete *Appendix A,* Covers Containerized Household Goods (HHG)and Delete Appendix B, Covers 81KMs or More Household Goods(HHG).

The International Personal Property Rate Solicitation Program will be used.

Paragraph 3-5A(2) Add Appendix J, 81KMs or more Loose Household Goods (HHG) . Line haul movement of HHG in a closed motor vehicle from origin residence and go directly into destination residence. Rate is based on new weight (NCWT) in Euro currency.

3. SECTION 3 – SUBMISSION OF OFFERS AND RATE TENDERS. Delete Paragraph 3-7. ALTERNATION OF RATES.

April 1, 2009

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Zone 1 - Kaiserslautern and Baumholder
Zone 2 – Heidelberg, Mannheim, and Darmstadt
Zone 3 – Giessen
Zone 4 – Hanau, Frankfurt, and Wiesbaden
Zone 5 – Wuerzburg, Kitzingen, and Schweinfurt
Zone 6 – Ansbach and Illesheim
Zone 7 – Bamberg
Zone 8 – Grafenwoehr, Hohenfels, and Vilseck
Zone 9 – Stuttgart
Zone 10 - Garmisch
Zone 11 – Schinnen and Geilenkirchen
Zone 12 - Brussels, SHAPE, and Chievres
Zone 13 – Aviano and Vicenza
Zone 14 – Livorno
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SECTION 1 - GENERAL

1-1. APPLICATION OF THE TENDER OF SERVICE (TOS).

A. This TOS derives its authority from International Personal Property Rate Solicitation (IPPRS) published by HQ Surface Deployment and Distribution Command (SDDC) and is located on the personal property website at http://www.sddc.army.mil.

B. The terms and conditions of this TOS apply to TSP's participating in the SDDC-PPO-E Intratheater Household Goods Traffic Management Program and servicing household good shipments routed pursuant to any tender awarded to a participating TSP or a broker by SDDC-PPO-E or a Federal civilian non-DoD agency. TSP's SFR submissions should include any anticipated currency fluctuations.

C. The rules and associated charges and/or rates (converted to Euro currency) of the IPPRS, and reissues thereof, are to be used where so referenced in this agreement. The charges in the IPPRS are based on the actual date of shipment pickup.

1-2. SCOPE OF THE TOS

A. General. This TOS is for the line haul transportation, accessorial services, and storage-in transit (SIT) of the personal effects and property of DOD military members and DOD civilian employees when relocating pursuant to the needs of the U.S. Government. Services to be furnished are pre-move surveys; packing at origin residence; the use of packing containers; materials including protective pads from origin to destination; loading; movement or transportation of property from origin to destination; unpacking at destination; removal and placement of each article in the residence, warehouse, or other building; servicing and un-servicing of appliances including when a third party is required to perform the service; and SIT and delivery to the residence.

B. Description of Movement. The property to be moved under the TOS consists of personal effects and property used or to be used in a dwelling when part of the equipment of such dwelling, and includes, but is not limited to, household furnishings, appliances, household and office furniture, clothing, books, electronic equipment and professional items.

C. Freight Excluded. Excluded from the scope of this TOS are shipments that can be more advantageously or economically moved via parcel post or small package TSP; shipments of unusual value, explosives and other dangerous articles, commodities in bulk, commodities injurious or contaminating to other freight; and shipments that the U.S. Government may elect to move in U.S. Government vehicles. Also excluded are airplanes, mobile homes, camper trailers, boats, birds, pets, livestock, cordwood, and other building material.

1-3. ACCEPTANCE OF THE TOS. The acceptance of the SDDC-PPO-E TOS is a prerequisite for a TSP wishing to be considered for participation in the SDDC-PPO-E Intratheater HHG Traffic Management Program. The acceptance of the TOS will be in accordance with DOD 4500.9-R, Defense Transportation Regulation (DTR), Part IV, Personal Property, Appendix B and Section 2 of this TOS.

1-4. REVISING TOS PROVISIONS AND METHOD OF CANCELING ORIGINAL OR REVISED PAGES. This TOS shall be revised by SDDC-PPO-E Stuttgart-Möhringen, Germany, through either the issuance of page revisions to the original document or the re-issuance of the document on an "as needed" basis.

A. Page Revisions. This TOS shall be revised through issuing page revisions. When there are page revisions, cancellations of prior pages shall be effected by means of this rule. Pages will be inserted in the document in numerical sequence; for example: "FIRST REVISED PAGE 10" shall have the effect of canceling "ORIGINAL PAGE 10", "SECOND REVISED PAGE 10" shall have the effect of canceling "FIRST REVISED PAGE 10" TEXT THAT IS CHANGED ON THE REVISED PAGES SHALL BE HIGHLIGHTED.

B. Reissuing Document. A number shall identify reissues of this document in numerical sequence, before the word "Edition"; for example, the first reissue of this

TOS shall be designated as the Household Goods Tender of Service, October 1, 2000 Edition, the next shall be Household Goods Tender of Service 1, October 1, 2001 Edition, etc. Each reissue will cancel the previous issue. When this TOS is reissued, only text that has been changed from the previous issue of the TOS shall be highlighted.

1-5. OFFICIAL ENGLISH TEXT. This TOS is prepared in the English Language and its English Text is the official version. All required documents and other pertinent information shall be in the English Language.

1-6. DOD FORMS. All DoD forms may be acquired on the internet at http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm.

SECTION 2 - PARTICIPATION

2-1. GENERAL. All TSPs that meet the criteria set forth in the TOS will have an opportunity to participate in the SDDC-PPO-E Intratheater Household Goods Program.

2-2. APPROVAL TO PARTICIPATE:

A. A TSP desiring to participate in the program may request approval to participate in any of the four (4) subprograms during their filing period, except as provided for in paragraph 2-3 below. The filing of rate periods, however, is limited to the terms and conditions specified in Section 3. Request to participate must be sent to the following mailing address:

Surface Deployment and Distribution Command
Personal Property Office - Europe
Plieninger Straße 289, Geb., 3312, Zi., 241
Kelley Kaserne
70567 Stuttgart-Möhringen (Germany)
E-Mail Address: ppd@eucom.mil
FAX Number: (49)-(0)711-729-2597
Telephone: DSN 421-4084 or 4085/Civ (49)-(0) 711-729-4084 or 4085

B. TSP applicants approved to participate shall be notified of such approval. A TSP applicant not approved shall be notified of its non-approval, the reasons therefore, and may submit additional or supplemental information for consideration to its initial application within one (1) year from the date of the non-approval. A TSP applicant failing to re-submit additional or supplemental information for consideration within one (1) year must wait until the anniversary date of its initial application to re-apply. A new application package must be requested.

2-3. REQUIREMENTS FOR APPROVAL:

A. General. A TSP's request for approval must be submitted to SDDC-PPO-E in writing and must include the following:

(1) TOS Certification Sheet. A signed original copy of the TOS Certification Sheet (included at the end of this section), entitled TSP Request to Participate and Agreement to abide by the Terms and Conditions of the SDDC-PPO-E Intratheater Household Goods Traffic Management Program.

(2) Household Goods (HHG) Insurance Policy. A complete copy of the current HHG Insurance Policy, in English. A certificate of insurance does not meet this requirement. The TSP shall maintain HHG liability insurance. A minimum of EURO 32,500 and 150,000 as outlined in the DOD 4500.9-R, DTR, Part IV, Personal Property Appendix B and certified by completion of the original SD-HQ Form 49-R, Certificate of Cargo Liability Insurance (included at the end of this section). TSP must maintain at least this minimum level of liability insurance for the entire rate filing cycle. Failure on the part of a TSP to maintain the minimum level of liability insurance is grounds for immediate disqualification.

(3) Statement of Common Financial or Administrative Control. A signed original copy of the Statement of Common Financial or Administrative Control (included at the end of this section), attesting that the TSP understands companies that share common financial or administrative control cannot compete in the same rate channel in the same code of service.

(4) Financial Responsibility. The applicant must provide a current Financial Statement demonstrating its financial responsibility, working capital, and other financial, technical, and management resources to perform.

(5) Submission of a performance bond in the amount of 100,000 Euro or 2.5 percent of a TSP's annual gross income for the previous year derived from Intratheater Household Goods Traffic, whichever is more.

(6) Authority. The applicant must submit copies of all necessary authority (i.e. licenses, permits, etc.), issued in its name from the appropriate regulatory bodies for the transportation of personal property.

(7) Informational Statement. A statement setting forth the TSP's response to the information requirements detailed below.

(a) Applicant Information. Information concerning the applicant, such as name of company, address, telephone and facsimile numbers, corporate officers, e-mail address, and Operating authorities.

(b) Scope of Operations. Information concerning the applicant's proposed and actual scope of hauling operations and international shipping capabilities.

(c) Operations. Information concerning warehouse facilities, equipment, employee training, number of employees, and safety.

(d) Warehouses/Agents. TSP will provide a list of all approved warehouses and authorized agents acting in the TSP's name with their locations, telephone and fax numbers, and electronic mail addresses (if applicable). TSP shall provide a copy of authorized agents and their approved warehouses to SDDC-Personal Property Office Europe, each appropriate Consolidated Personal Property Shipping Office (CPPSO), Traffic Management Office (TMO), or Transportation Office (TO), in their scope of work. Local CPPSO/TMO/TO is responsible for warehouse inspections in their area of responsibility.

(e) Contracts/Agreements. A copy of all contracts/agreements with contractors/agents shall be provided.

B. Evaluation. A TSP's submission shall be evaluated in accordance with the following criteria.

(1) HHG Insurance. HHG liability must not contain any provision excluding liability for loss and/or damage for which the TSP is responsible under the terms of the agreement.

(2) Informational Statement. The SDDC Personal Property Office - Europe will evaluate the TSP's documentation on the basis of its adequacy, clarity, and responsiveness to the TOS.

(3) Financial Sheet. The SDDC Personal Property Office Europe will evaluate and is responsible for rendering an opinion determinative of a TSP's financial responsibility.

C. Deficient Applications. The SDDC Personal Property Office – Europe reserves the right to request additional or supplemental information when that contained in the application is insufficient for a proper evaluation.

D. Approval. A TSP shall be approved when the evaluation results in a determination that the applicant possesses sufficient qualifications, experience, facilities, and financial responsibilities.

2-4. CONTINUED PARTICIPATION:

A. General. Once a TSP has been approved to participate, continued participation depends upon the following:

(1) The TSP showing a willingness and ability to meet the transportation requirements of the U.S. Government and this TOS; and

(2) The TSP's maintenance of financial responsibility, working capital, and other financial, technical, and management resources to perform.

B. Submission of false information. Willful submission of false information on any document furnished by the TSP pursuant to this Tender of Service is punishable by fines, imprisonment, or both (U.S. Code Title 18, Section 1001/U.S. Law), and may be

grounds for terminating the TSP's approval to participate in the SDDC-PPO-E Intratheater Household Goods Traffic Management Program.

C. Updating approval information. The TSP must immediately provide copies of any update to its Performance Bond, insurance policy, operating permits or changes in its organization or operation to include changes in contracts with current TSP or contracts with new TSP to the SDDC Personal Property Office – Europe.

TSP Request
To Participate In the Surface Deployment and Distribution Command (SDDC-PPO-E)
INTRATHEATER Household Goods Traffic Management Program

This requests approval to participate in the SDDC-PPO-E Intratheater Household Goods Traffic Management Program. I agree to abide by the terms and conditions set forth in the SDDC-PPO-E Tender of Service (TOS), dated October 1, 2000, and supplements thereto.

I understand that participation in the SDDC-PPO-E Intratheater Household Goods Traffic Management Program is contingent upon our performance of service as stated in the SDDC-PPO-E TOS. I certify that the information presented herein is complete and correct to the best of my knowledge, understanding that willful submission of false information in my application or any document furnished pursuant to this TOS is punishable by fines, imprisonment, or both (U.S. Code, Title 18, Section 1001/U.S. Law). I further understand that my participation in the program may be terminated upon SDDC-PPO-E's notice to me of such intent, based upon evidence of my non-compliance with the terms and conditions of the SDDC-PPO-E TOS.

I certify and acknowledge receipt of the TOS, dated October 1, 2000 and supplements thereto.

Company Name: _____

Signature: _____

Printed Name of Signing Official: _____

Title of Authorized Official: _____

TSP Representative:

Name: _____

Title: _____

Address: _____

City/State: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

STATEMENT OF COMMON FINANCIAL OR ADMINISTRATIVE CONTROL

1. PARENT COMPANY IDENTIFYING DATA

a. A "parent" company, for the purpose of this certificate, is one that owns or controls the activities and basic business policies of the TSP. To own the TSP means that the parent company must own more than 50 percent of the voting rights in the TSP. A company may control the TSP as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the TSP through the use of dominant majority voting rights, use of proxy voting, or otherwise.

b. I_____, representing_____, hereinafter referred to as *TSP,* certify that TSP is / is not (delete as appropriate) owned or controlled by a parent company engaged directly or indirectly, in the movement of personal property for the Department of Defense.

c. If the TSP is owned or controlled by a parent company, the following information is provided:

Name of Parent Company: _____

Main Office: _____

Address (Including Zip Code): _____

_____

2. AFFILIATED BIDDER

a. Business concerns are affiliates of each other when, either directly or indirectly, (1) one concern controls or has the power to control the other, or (2) a third party has the power to control both.

b.I,_____,representing_____, certify that TSP is / is not (delete as appropriate) affiliated with any other business, firm or corporation, engaged either directly or indirectly, in the movement of personal property goods for the Department of Defense.

c. If the TSP indicates that such relationship exist, names and addresses of all affiliates are indicated below:

Name of Affiliate: _____

Main Office: _____

Address (Including Zip Code): _____

_____

d. Affiliate listings may be continued on plain bond paper and attached to this certificate.

3. NOTE: TSP who declare common financial or administrative control cannot compete in the same rate channel in the same code of service in the Intra-Theater Program. Thus, tonnage in the same sub-program for the same rate channel will be awarded to one of the TSP who share CFAC.

DATE:_____ **SIGNATURE:** _____

CERTIFICATE OF CARGO LIABILITY INSURANCE

THE FOLLOWING IS THE **MINIMUM** REQUIRED INSURANCE FOR TRANSPORTATION SERVICE PROVIDERS (TSP):

	Amount Per Shipment	Amount Per Aggregate Losses/Damages at Any One Place and Time
INTERNATIONAL	€32,500	€150,000

INSTRUCTIONS (Type all information except signature)

1.a. NAME OF INSURANCE COMPANY	2.a. NAME OF TRANSPORTATION SERVICE PROVIDER
1.b. ADDRESS	2.b. ADDRESS
3. SCAC 4. POLICY NUMBER	5. EFFECTIVE DATE (DD/MM/YY)

6. THE INSURANCE COMPANY (HEREINAFTER REFERRED TO AS COMPANY) HEREBY CERTIFIES AND AGREES THIS POLICY PROVIDES FOR THE FOLLOWING:

	Minimum Amount Per Shipment	Minimum Amount Per Aggregate Losses/Damages at Any One Place and Time
INTERNATIONAL	€_____	€_____

Compensation for loss and/or damage to all property belonging to shippers or consignees and coming into the possession of the TSP in connection with its transportation service preformed for the account of the Department of Defense (hereafter referred to as DOD), regardless of whether the motor vehicles, terminals, warehouses and other facilities used in connection with the transportation of such property are specifically described in the policy or not. The liability of the company extends to such losses and/or damages, whether or not occurring on the route(s) or in the country(ies) authorized to be served by the TSP whenever the TSP may be legally liable.

No limitations in the policy, such as deductibles or coverage restrictions, will be a valid defense for claims filed by shipper, consignees or the DOD. If the TSP may be liable, the company may be liable. If the TSP cannot or does not handle a claim, the company assumes responsibility to see that the claim receives prompt attention, including the determination of the TSP's liability and payment in full to the extent of that liability.

Lack of cooperation from the TSP for any reason (including TSP bankruptcy) is no defense. If necessary, the company will seek from the claimant affidavits or other supporting documentation to permit a determination of liability.

When requested by the Director, (Military) Surface Deployment and Distribution Command (hereinafter referred to as SDDC-PPO-E), the company will provide, within thirty (30) days, a duplicate original of said policy and all endorsements thereto. SDDC-PPO-E reserves the right to reject certificates of insurance from insurance companies if they fail to provide adequate protection.

This certificate may not be canceled without cancellation of such policy. Such cancellation or any material change may be effected by the company or the TSP only by giving (30) days notice in writing to the Director, (Military) Surface Deployment and Distribution Command, Plieninger Straße 289, GEB. 3312, ZI. 241, Kelley Kaserne, 70567 Stuttgart-Möhringen. Such notice will commence to run from the date said notice is actually received at the office of SDDC-PPO-E.

Insurance and surety companies must be legally authorized to issue policies of cargo liability insurance in each state/country that the TSP is authorized to operate.

ISSUING OFFICE

7.a. NAME OF INSURANCE COMPANY/UNDERWRITER	8.a. NAME OF AUTHORIZED INSURANCE COMPANY REPRESENTATIVE
7.b. ADDRESS PHONE NO.	8.b. SIGNATURE & DATE

SECTION 3 – SUBMISSION OF OFFERS AND RATE TENDERS

3-1. GENERAL. Subject to Paragraph 3-4 below, TSP approved to participate in the Intratheater Household Goods Program may submit offers to provide the transportation services covered by this TOS.

3-2. TIME OF FILING. Offers may be filed only during the period designated in the filing instructions of the four (4) different subprograms.

3-3. CONTROL THROUGH STOCK OWNERSHIP:

A. A party is considered to control or have the power to control a business, if the party controls or has the power to control fifty (50) percent or more of the concern's voting stock.

B. A party is considered to control or have the power to control a business, even though the party owns, controls, or has the power to control less than fifty (50) percent of the business' voting stock, if the block of stock the party owns, controls, or has the power to control is large, as compared with any other outstanding block of stock.

C. If a businesses voting stock is distributed other than as described above, its management (officers and directors) is deemed to be in control of such business.

D. Control through Common Management. A business may be found as controlling or having the power to control another business when one or more of the following circumstances are found to exist, and it is reasonable to conclude that under the circumstances, such business is directing or influencing, or has the power to influence, the operation of such other business.

(1) Interlocking Management. Officers, directors, employees, or principal stockholders of one business serve as a working majority of the board of directors or officers of another business.

(2) Common Facilities. One business shares common office space and/or employees and/or facilities with another business, particularly where such businesses are in the same or related industry or field of operation, or where such businesses were formerly affiliated.

(3) Newly Organized Business. Former officers, directors, principal stockholders, and/or key employees of one business organize a new business in the same or a related industry or field operation, and serve as its officers, directors, principal stockholders, and/or key employees, and one business is furnishing or will furnish the other business with subcontracts, financial or technical assistance, and/or facilities, whether for a fee or otherwise.

(4) Statement of Common Financial or Administrative Control (CFAC) shall be completed by every TSP as appropriate. See Page 4 General Section for the required Form.

E. TSP declaring common control through stock ownership will be treated in accordance with Item 300d of the IPPRS. TSP under common control may be approved to participate in the SDDC-PPO-E Intratheater Household Goods Traffic Management Program, but not in the same subprogram. TSP failing to disclose common control relationships may be disqualified from the program at the discretion of the Director of SDDC-PPO-E.

3-4. ACCEPTANCE/REJECTION OF OFFERS. Offers submitted shall be accepted/rejected in accordance with such terms and conditions as the SDDC Personal Property Office – Europe deems necessary to assure maintenance of service, fair and reasonable pricing, and free and open competition. Offers outside the TSP's approved scope of operations and unrealistic rate offers will be rejected.

3-5. PROCEDURES FOR SUBMISSION OF OFFERS. The following instructions apply to the filing of rates and charges for the transportation services covered by this TOS. Where indicated, special instructions applicable to a specific filing cycle shall be

issued by the Negotiations Branch, SDDC-PPO-E and be in addition to these instructions. The SDDC Personal Property Office – Europe, may issue additional terms, conditions, and instructions not referenced herein.

A. The following terms and conditions are applicable to all filing instructions.

(1) Geographic Coverage. The geographic coverage of this TOS is from/to points within all of Africa, Europe and Southwest Asia as identified in Appendix G.

(2) Rate Tender Duration.

(a) Effective Period/Dates. Rates are solicited for a period of one (1) year. TSP's SFR submissions should include any anticipated currency fluctuations. The SDDC Personal Property Office – Europe shall provide special instructions for each of the below listed specific subprograms:

APPENDIX C – Less than 81KMs Household Goods (HHG). Line haul movement of HHG in a closed motor vehicle from origin residence and HHG go directly into destination residence. Rate is based on net weight (NCWT) in Euro currency.

APPENDIX F - Line haul movement of Direct Procurement Method (DPM) shipments from origin to destination. Rate will be based on gross weight (GCWT) in Euro currency.

APPENDIX G - SDDC/EUCOM AOR.

APPENDIX H - Packing, line haul movement and unpacking of Department of Defense Dependents School (DODDS) and Government office furniture. Rate will be based on net weight (NCWT) in euro currency.

APPENDIX I - Special Storage Tender. Complete storage services, including packing, drayage, handling in and out, storage at the nearest approved storage facility agreed upon by the Ordering Officer, delivery and unpacking under deployment orders. Storage charges are payable on a monthly basis, except one-half month's storage charge shall be paid on lots picked up for storage on, or after the 16th day of the month, and for lots released from storage on, or before the 15th day of the month. Rate will be based on net weight (NCWT) in Euro currency. Zones are as follows and include the geographic area serviced by the installation(s):

Zone 1 - Kaiserslautern and Baumholder
Zone 2 – Heidelberg, Mannheim, and Darmstadt
Zone 3 – Giessen
Zone 4 – Hanau, Frankfurt, and Wiesbaden
Zone 5 – Wuerzburg, Kitzingen, and Schweinfurt
Zone 6 – Ansbach and Illesheim
Zone 7 – Bamberg
Zone 8 – Grafenwoehr, Hohenfels, and Vilseck
Zone 9 – Stuttgart
Zone 10 - Garmisch
Zone 11 – Schinnen and Geilenkirchen
Zone 12 - Brussels, SHAPE, and Chievres
Zone 13 – Aviano and Vicenza
Zone 14 - Livorno
Zone 15 – Naples

Appendix J - 81KMs or more Loose Household Goods (HHG). Line haul movement of HHG in a closed motor vehicle from origin residence and go directly into destination residence. Rate is based on new weight (NCWT) in Euro currency.

(b) Extensions. Negotiations Branch, SDDC-PPO-E shall extend tenders not to exceed the maximum six (6) months under special emergency situations. No rate tenders shall remain in effect for over eighteen (18) months without re-solicitation.

(3) Additional Provisions. Any offer made in response to these instructions is subject to the provisions of this TOS supplements thereto and reissues thereof. Any offer made in response to these instructions constitutes information proprietary

to the offering TSP until acceptance of the offer by the SDDC Personal Property Office – Europe.

(4) Submission of Offers.

(a) Documentation requirements. Offering TSP's shall submit their rates, in English, by electronic mail (e-mail) to ppd@eucom.mil.

(b) Designated Representatives. Offering TSP's shall be responsible for any rates offered by their designated representative.

(c) Electronic Mail (e-mail). All TSP's participating in the e-mail system shall designate an official company address. All offers received from this official company address will constitute a legal binding agreement on the offering TSP. This electronic signature (electronic address) shall substitute for a signature. Offering TSP shall ensure that the designated representative's name and title are listed.

(d) Incomplete Offers.

(I) Discovery prior to Suspense Date. SDDC Personal Property Office – Europe will attempt to return any incomplete offer discovered prior to the required suspense date. However, it is the offering TSP's responsibility to ensure completeness of offer prior to submission.

(II) Discovery after the Suspense Date. Offer shall not be considered and offering TSP shall be notified.

(e) Suspense Date. Offers shall not be considered if they are not physically received in the SDDC Personl Property Office – Europe not later than 2400 hours (European Standard Time), on the required suspense date annotated in the solicitation letter. Submitting agencies are required to take into account the transit time when determining the electronic transmission of offers to ensure they do not miss the suspense date. The SDDC Personal Property Office – Europe reserves the right to extend the suspense date annotated in the solicitation letter without bias.

(5) Rates/Charges.

(a) Household Goods

(I) Rates shall be a single-factor rate submitted based on the net hundredweight (NCWT) in the Euro Currency.

(II) Charges. The following constitute the services to be provided:

(i) Packing at origin residence, which will include all articles except wooden boxes and wooden crates, the use of packing containers and materials including protective pads, from origin to destination;

(ii) Loading and unloading;

(iii) Unpacking at destination;

(iv) Actual movement or transportation of property from origin to destination (including ocean transportation);

(v) Removal and placement of each article in the residence, warehouse, or other buildings;

(vi) Disassembly and assembly of furniture;

(vii) Ferry, tunnel, and bridge charges/tolls;

(viii) Rigging, hoisting, or lowering of articles from any

buildings with four (4) or less floors; and,

(ix) Customs clearance.

(6) Storage-in-Transit (SIT). All rates, rules and charges for SIT, not included in the rate, i.e., delivery in/out SIT, shall be in accordance with provisions of the current IPPRS, as amended each rate cycle. Note: when the TO orders delivery out of SIT it must be accomplished within five days.

(7) Accessorial and other services. All rates, rules and charges for accessorial and other services, not included in the rate, shall be in accordance with the current IPPRS, with exception of the following line items included in Appendix H (DODDS/Government Furnishings and Equipment) of this Tender. Accessorial charges are in addition to the net hundredweight charge.

(a) Piano - All types 100 EURO – per unit

(b) Modular Workstation - (Disassembly and Reassembly) - 30 EURO per unit.

(c) Safe – All types - 100 EURO per unit

(8) Evaluation and acceptance.

(a) Evaluation. The Negotiations Branch, SDDC-PPO-E shall issue special instructions.

(b) Acceptance. The U.S. Government reserves the right to accept any offer conforming to the requirements of this request without further negotiation, to reject without negotiation any offer not conforming to the requirements of this request, to reject any offer without negotiation for which price is considered unreasonable, or to conduct such negotiations as it deems proper.

(9) Special Tender. The tender and effective dates are based upon unusual movement requirements and/or urgency of request. Duration is minimum of 30 days, but not to exceed six (6) months. Short submission time constraints require the use of electronic mail (e-mail) transmissions only.

(10) One-Time-Only (OTO) Tender (Intratheater). The tender and effective dates are based upon unusual movement requirements and /or urgency of request on an OTO basis. Duration shall not exceed 30 days. Short submission time constraints require TSP’s to respond by use of electronic mail (e-mail) transmissions only.

3-6. PROCEDURES FOR FILING RATE TENDERS.

A. PREPARATION OF RATE TENDERS. Rate tenders will be prepared and forwarded via email only.

(1). Rate tenders must remain in Microsoft Office format in which received. No alterations to the format will be accepted.

(2). Failure to comply with this item will be cause for rejection of the tender. However, a TSP may be given a one-time opportunity to resubmit the rate tender in the proper format within the time period specified by the notification letter from the SDDC Personal Property Office –Europe. Failure to do so will preclude the TSP from further participation for that rate cycle.

B. SUBMISSION OF RATE TENDERS. Submit rate tenders to the following email address: ppd@eucom.mil. Rate tenders must be received at the SDDC Personal Property Office – Europe, by 2400 hours, Central European Time, on or before the suspense date established by the solicitation letter.

C. CANCELLATION OF RATE TENDERS. Rate tenders will remain in effect for the specified minimum period of one (1) month until cancelled by the TSP or the SDDC Personal Property Office – Europe, by submitting a thirty days (30) written notice prior to the desired termination date. Cancellation of a rate tender will preclude a TSP from further participation in the subprogram in which the rate tender was

cancelled.

SECTION 4 - STATEMENT OF WORK

4-1. PERFORMANCE REQUIREMENTS. Will be in accordance with DOD 4500.9R, DTR, Part IV, Appendix B and Appendix O.

4.2. REWEIGH. Prior to the delivery of the shipment, the TSP, upon request of the shipper or his representative, will reweigh the shipment. Reweigh of the shipment must be performed on a scale different from the one on which the original weighing occurred.

SECTION 5 – PERFORMANCE REQUIREMENTS

5-1. PERFORMANCE OF ORIGIN AND DESTINATION SERVICES. All origin and destination services shall be performed between 0800 and 1700 on workdays, excluding Saturdays, Sundays, and Foreign (Host Nation) Holidays, unless mutually agreed upon by the TSP and the owner of the household goods or his designated representative, in writing, and no liability on the part of the U.S. Government will be incurred for overtime labor or any other additional charges. TSP must, if requested, produce a copy of this in writing to the SDDC Personal Property Office - Europe. If service is requested for emergency or contingency situations by the CPPSO/PPSO for other than normal duty hours, liability on the part of the U.S. Government will be limited to Item 502B in the IPPRS.

5-2. ISSUANCE OF AN APPROVAL TO PERFORM SPECIAL SERVICES. The Government Bill of Lading (GBL) Issuing Officer shall issue approvals for TSP to perform special services in accordance with paragraph 8-4E.

5-3. SHIPMENT TRACING. When the GBL Issuing Officer or SDDC-PPO-E requests information concerning shipments in transit, TSP will acknowledge and retain a written, electronic transmission (Fax or e-mail) and make a prompt report within 24 hours to the requestor as to the location of the shipment.

5-4. DELAYS. When, for any reason, a TSP finds it impossible to meet the scheduled pickup date or the required delivery date, the GBL Issuing Officer, and if practicable, the owner, will be notified. Shipments held by a TSP or its agent for any reason, shall not incur liability on the part of the U.S. Government or the owner for additional charges, unless specific written approval has been obtained from the GBL Issuing Officer.

5-5. NOTIFICATION OF INBOUND HHG SHIPMENTS. TSP agrees to notify the destination CPPSO/TMO/TO upon the arrival of HHG and prior to the delivery to the property owner. TSP will effect delivery out of SIT as requested by the destination CPPSO/TMO/TO and make delivery within the required five (5) working days after notification or in accordance with the requested delivery date (RDD).

5-6. INSTALLATION ACCESS REQUIREMENTS. TSP shall comply with the individual installation access requirements. Missed or delayed pickups or deliveries due to failure to comply with the installation access requirements are the responsibility of the TSP, and will not be charged to the Government.

5-7. EMPLOYEE PERMITS: TSP shall insure all personnel in their employ have all necessary work permits, VISA’s, passports, etc.

5-8. SPECIAL STORAGE REQUIREMENTS:

A. General. TSP shall be given 3 days notice prior to the requested pickup date. The TSP shall be given 3 days notice for delivery of storage lot (See Paragraph 5-7E for emergency procedures). The point of contact (POC) at the responsible activity, will provide the TSP the following information prior to date of pickup: Owners name,

building number(s), location(s) and estimated weight of each shipment not later than 1 day prior to pickup. The POC shall take immediate action to secure a TSP to provide the required packing service for "short" notice pickups (shipment picking up in less than 2 days). Pack/pickup and deliveries may require overtime and weekend work and will be billed in accordance with Item 502B in the IPPRS. TSP liability and claims for loss and/or damage shall be in accordance with the current IT TOS.

B. Location. Each TSP is required to provide a list of Government approved storage locations to the Ordering Official and SDDC-PPO-E. When TSP has more than one storage location, agreement will be made at the time of ordering Special Storage services, where property will be stored. Zones are identified as follows and include the geographic area serviced by the installation(s).

Zone 1 - Kaiserslautern and Baumholder
Zone 2 – Heidelberg, Mannheim, and Darmstadt
Zone 3 – Giessen
Zone 4 – Hanau, Frankfurt, and Wiesbaden
Zone 5 – Wuerzburg, Kitzingen, and Schweinfurt
Zone 6 – Ansbach and Illesheim
Zone 7 – Bamberg
Zone 8 – Grafenwoehr, Hohenfels, and Vilseck
Zone 9 – Stuttgart
Zone 10 - Garmisch
Zone 11 – Schinnen and Geilenkirchen
Zone 12 - Brussels, SHAPE, and Chievres
Zone 13 – Aviano and Vicenza
Zone 14 – Livorno
Zone 15 – Naples

C. Rates. The rates contained in Appendix I apply to all lots of personal property pertaining to individuals entitled to special storage under deployment orders. The commodity stored will be described as "Household Goods", regardless of the contents. The minimum weight chargeable is 100 pounds net. Rates are applicable for: packing, including all necessary materials, drayage, handling in and out, storage at the nearest approved storage facility agreed upon by the Ordering Official, and delivery and unpacking. Storage charges are payable for a calendar month, except one-half month's storage charge shall be paid on lots picked up for storage on or after the 16th day of a month and for lots released from storage on or before the 15th day of a month. Applicable rates for accessorial services are those contained in the IPPRS in effect on the date the particular service begins and will be invoiced in accordance with Item 7-1, A8 of this Tender.

D. Reporting Requirements. TSP shall maintain computer capability to provide a computerized monthly (or when requested) report to the Ordering Official or SDDC-PPO-E, showing the GBL number, name, SSN, weight, date of pickup, and warehouse location of HHG. It is imperative that TSP maintains a locator system and accurate computerized records to generate a report (when requested) in an effective and efficient manner.

E. Emergency Procedures. Property owners will be counseled to identify personal effects to be packed in a 4 cubic foot carton for use in the event of emergency leave while deployed. TSP will provide a 4 cubic foot carton for these items and annotate inventory Item number as "Emergency" items, in addition to the normal general description of the contents. The TSP shall deliver the designated emergency carton or have the carton available for pick up at the warehouse (at the property owners' discretion) within 24 hours/1 day of the POC notification for the purpose of Emergency Leave Travel. When ordered by the Government during other than normal duty hour's, liability on the part of the U.S. Government will be limited to Item 502B in the current IPPRS.

F. Delivery from Storage.

(1) When deployed property owner returns, the ordering officer will order property out of storage and deliver to the owners' local residence by issuance of a GBL (SF 1103 or SF 1203). Remarks section of the GBL will cross reference the GBL

information placing the property into Special Storage.

(2) If the shipment requires international movement, the ordering officer will ensure the packing conforms to the current IPPRS. The ordering officer will determine if the property needs to be repacked to meet ITGBL standards. If the ordering officer determines the property needs to be repacked, the GBL will not cross reference the GBL placing the property into storage.

SECTION 6 – INSPECTION

6-1. INSPECTION OF WAREHOUSES, FACILITIES, AND OPERATIONS. Inspections will be conducted in accordance with Appendices D & E of DoD 4500-9R, Defense Transportation Regulation (DTR), Part IV, Personal Property, by SDDC, CPPSO, TO or TMO.

SECTION 7 - PAYMENT OF CHARGES

7-1. PAYMENT OF CHARGES

A. Billing of Charges. All charges for transportation and related services shall be in accordance with the applicable lowest overall cost offer and will be billed to the respective finance center shown in the "Bill Charges to" block on the GBL (SF 1103 or SF 1203). The TSP's invoice for charges must be supported by the following documents, as applicable. Failure to submit any of the documents shall result in non-payment of the associated charges.

(1) Invoice. The TSP shall provide the Original Invoice on letterhead with the following information:

(a) TSP Invoice Number. Limited to 15 alphanumeric characters.

(b) Serial Number of Transportation Document. A complete serial number and letter prefix of the ordering document.

(c) Tender Number. The eight alphanumeric characters assigned by the TSP for a particular rate tender. This number consists of the 5-digit alpha TSP identifier and 3 numeric characters assigned by SDDC-PPO-Europe.

(d) Charges. Charges set forth as indicated on the rate tender.

(e) TSP's Certificate. The original of each invoice shall be certified in the name of the TSP by a responsible representative thereof, over the official title of his office and signed in his own handwriting in ink; "I certify that the above account is correct and just; that the services have been rendered as stated. That payment therefore has not been received and that the rates charged are not in excess of the lowest rates available to the U.S. Forces, based on tariffs effective at the date of service; and that said rates are exclusive of all taxes or duties exempted by agreement between the origin country and the U.S. Government, and any other tax exemptions applicable to any items covered by the TOS relative to which this invoice is rendered." In the event the original is lost, TSP will submit in lieu of the original, a certified copy, signed by a TSP's representative and the responsible GBL issuing office.

(2) Supplemental Invoice. If required, supplemental invoices shall be identified by the use of an alphabetic suffix behind the TSP invoice number (i.e. 34567-C).

(3) Government Bill of Lading (GBL). Original U.S. Government Bill of Lading or certified copy of the original waybill and other U.S. Government approved documentation.

(4) Scale Tickets.

(a) Scale tickets shall be signed by a certified weigh master and indicate gross and tare weights for determining the net weight (original weighing and

re-weighing) with proper identification of the shipment thereon and, if applicable, a copy of the request for re-weighing. TSP may utilize their own scales or any certified public scales.

(b) Ordering document shall list the number of the weight certificate, owner's name, and truck or trailer license number.

(c) Door-to-Door containers shall be weighed separately from the truck and/or trailer. A weight certificate is required for each container.

(d) Substitution of Containers for Line Haul Moves. TSP may elect to provide SDDC-approved container(s), at no extra charge to the U.S. Government. Container shall be weighed separately from the truck and/or trailer. A weight certificate is required for each container.

(5) Diversion/Reconsignments. Authorization for diversion or reconsignment will be in accordance with current IPPRS.

(6) Approvals and Authorization for Waiver. Written authorization for waiver of any requirements stated herein and any written approvals for changes, if additional charges are to be assessed as a result of the waiver or approval;

(7) DD Form 619. Original "Statement of Accessorial Services Performed" (DD Form 619) when charges are assessed for accessorial services, not including SIT, approved and certified by the GBL issuing authority.

(8) DD Form 619-1. Original "Statement of Accessorial Services Performed – SIT Delivery and Reweigh" (DD Form 619-1), when charges are assessed for SIT and delivery, approved and certified by the GBL issuing authority. Net or gross weight, whichever is applicable, will be noted on the DD Form 619-1.

(9) Copy of DD Form 1299.

(10) Copy of Inventory.

(11) Copy of Members Orders.

B. Invoice Billing Address. All invoices will be submitted for review and certification by the responsible GBL issuing office prior to submission to the paying office address:

Defense Finance and Accounting Service
Kleber Kaserne, GEB. 3200 ATTN: TP
Mannheimer Str. 218/219
67657 Kaiserslautern, Germany

C. Billing of Distances. It will be in accordance with the Defense Table of Official Distance (DTOD). Intratheater shipments made under this tender are subject to the terms and conditions of the GBL, the rules and regulations contained herein and the DTR. Where rates or other services are based on kilometers, the distance or kilometer computations shall be those provided in the DTOD. Appendix I will be based on zones.

D. TSP will not render, nor will the U.S. Government pay for, any service not authorized herein. EXCEPT when a specific service beyond the scope of this tender is ordered by SDDC-PPO-E or the GBL issuing office on the GBL and/or approved on the DD Form 619 or DD Form 619-1.

7-2. CHARGES FOR LOST OR DESTROYED SHIPMENT

A. Total Loss. The TSP shall not collect, or require, a payment of any charges when the shipment is totally lost or destroyed in transit. Notwithstanding any other provisions of this paragraph, the TSP shall collect, and the shipper shall be required

to pay, any specific valuation charge that may be due. This paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.

B. Partial Loss. In the event that any portion, but less than all, of a shipment of household goods is lost or destroyed in transit, the TSP shall refund that proportion of its charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. In order to calculate the charges applicable to the shipment as delivered, the TSP shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges applicable to the shipment as tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. Notwithstanding any other provisions of this paragraph, the TSP shall collect, and the shipper shall be required to pay any specific valuation charge that may be due. The provisions of this paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. TSP shall determine, at their own expense, the proportion of the shipment not lost or destroyed in transit.

7-3. CHARGES FOR REPACKING PREPACKED ITEMS. The U.S. Government will bear the costs for the TSP re-packing any partial withdrawals from storage in accordance with provisions of the IPPRS.

7-4. OVERCHARGE NOTICES

A. DFAS Europe shall have the responsibility to question or disapprove that part of payment to a TSP which is found to be unlawful or mathematically incorrect, or which is not accompanied by documentary support establishing an obligation of the U.S. Government.

B. Overcharges Discovered Before Payment. When invoices are audited prior to payment and an overcharge or no documentary support of a charge is included, the finance office shall deduct the amount in question and pay the balance of the invoice. An overcharge notice shall be sent to the TSP explaining the deduction.

C. Overcharges Discovered After Payment. When an audit reveals an overpayment finance office shall send the TSP an overcharge notice. TSP shall provide a prompt refund for the amount due or finance office shall deduct the amount from the next invoice paid to the TSP.

D. Overcharge Appeal. In the event a TSP is not in agreement with the overcharge notice, a reply, in writing, shall be made promptly explaining the reason for non-acceptance supported by documentary evidence, which will be verified by the responsible GBL issuing office. When additional information and/or explanation are required to support a TSP’s invoice, the finance office will contact the originator of the request for such information.

7-5. OFFSETS. The Chief, DFAS Europe shall execute offsets submitted by the responsible U.S. Government Claims Officer for any U.S. Government agency against the TSP invoices. Offsets shall be made under authority of applicable DOD Finance and Accounting Regulations and such U.S. Code/U.S. Law provisions relevant to the disbursement of public funds.

SECTION 8 - STATEMENT OF RESPONSIBILITY & AUTHORITY

8-1. GBL ISSUING OFFICER RESPONSIBILITIES AND AUTHORITIES. Responsibilities and authorities of the GBL Issuing Officer will be in accordance with Chapter 401, DOD 4500.9R, DTR, Part IV, Personal Property.

A. Customs Documents. The GBL Issuing Office shall issue all required custom documents for all shipments, except “RETIREMENT” or “SEPARATION” shipments that cross international borders. Retired or separated personnel shall be advised that all customs entry requirements remain a personal matter between the member and the foreign government concerned. The member shall contact the nearest consulate or embassy of

the country concerned for pertinent information regarding customs, immigration, and quarantine entry requirements.

B. Border Crossings. TSP is required to comply with border clearance laws and regulations of host foreign countries when DOD sponsored shipments cross their boundaries. Refer to the Defense Travel Regulation Part V, DOD Customs and Border Clearance Policies and Procedures, for guidance.

C. Filing of Claims.

(1) Claims for Equitable Adjustment for Incomplete or Non-performance of Services. The GBL Issuing Officer is authorized and is responsible for filing claims with the TSP for equitable adjustment of the shipment costs in the event of incomplete or non-performance of services.

(2) Initial Decisions.

(a) Excusable Delay, Refusal, or Failure. If the TSP claims they should be excused when delay, refusal, or failure to provide services is alleged, only the GBL Issuing Officer shall make the decisions as to whether such delay, refusal, or failure is excusable. Causes beyond the control and without the fault or negligence of the TSP include, but are not restricted to, acts of God or the public enemy, strikes, freight embargoes, and unusually severe weather, provided, however, that this provision shall not take effect unless the TSP shall notify the Ordering Officer immediately of the cause of any such delay, refusal, or failure. In such event, the Ordering Office will ascertain the facts and the extent of delay, refusal, or failure and advise the GBL Issuing Officer who shall then decide whether or not the TSP is excused of the delay, refusal, or failure to complete the services. In the event the GBL Issuing Officer determines that the alleged delay, refusal, or failure is inexcusable, the Ordering Office shall determine whether to terminate the order. The GBL Issuing Officer shall advise the TO or TMO of its decision.

(3) Settlement of Government Claims for Incomplete or Non-performance of Service. In the event the TSP fails to settle one of these claims within 30 days of receipt, or an additional 30 days, or fails to settle a claim to the satisfaction of the Federal agency paying the costs of the services furnished pursuant to this TOS, or of the Ordering Office, the GBL Issuing Officer is authorized:

(a) To make initial decisions determining of TSP liability for equitable adjustment for incomplete or non-performance of services; and/or,

(b) In making decisions determining of TSP liability, the GBL Issuing Officer has the right to interview the TSP, review the TSP’s settlement and all supporting schedules and documentation, determine the propriety of that settlement and, when appropriate, direct the TSP to settle in the amount or amounts determined proper by the GBL Issuing Officer.

(4) Effect of Initial Decisions. Unless appealed to the Director, SDDC-PPO-E, initial decisions of the GBL Issuing Officer shall be final and conclusive upon the TSP.

8-2. TSP APPEALS PROCEDURES

A. Handling of TSP Appeals.

(1) Revocation of Approval. The TSP has the right to appeal revocation of approval to the SDDC Personal Property Office – Europe, within 30 days of receipt of notification. In the event a TSP appeals SDDC-PPO-E’s initial decision to revoke its approval to participate in the Intratheater HHG Program, the Director of SDDC-PPO-E shall handle the appeal in accordance with the provisions of Title 41, Code of Federal Regulations (CFR), Part 101-40.408.3/U.S. Law.

(2) Temporary Non-use, Suspension, and Debarment. The TSP has the right to appeal such proposal to the SDDC-PPO-E, within 30 days of receipt of notification. In the event a TSP appeals SDDC-PPO-E’s initial decision to revoke its approval to participate in the Intratheater HHG Program, the Director of SDDC-PPO-E shall handle

the appeal in accordance with the provisions of Title 41, Code of Federal Regulations (CFR), Part 101-40.408.3/U.S. Law.

(3) Corrective Actions. In the event a TSP appeals corrective actions required as a result of an on-site review in accordance with Paragraph 6-1A, the Director of SDDC-PPO-E shall handle the appeal in accordance with the provisions of Title 41, CFR, Part 101-40.408.3/U.S. Law.

B. Performance Reports. In the event a TSP appeals performance information, the Director of SDDC-PPO-E shall consider only those items which are factual in nature, and shall inform the TSP of the result of its review within 30 workdays of receiving the TSP's submission or presentation.

C. Dispute Settlement. In the event a TSP disagrees with an initial decision of the GBL Issuing Officer and a satisfactory agreement cannot be reached, the Director of SDDC-PPO-E is authorized, after review of all relevant and necessary information, to issue a final decision on the matter in dispute.

D. Review of Records. Until the expiration of three years after final payment under this agreement or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, the Director of SDDC-PPO-E, or authorized representative(s), shall have access to and the right to examine any books, documents, papers, and records to include contracts with other TSP, agents or other contractors involving transactions related to this TOS or compliance with any clauses there under. The TSP shall furnish, upon request, copies of all documents/records deemed necessary by the SDDC Personal Property Office – Europe or representative. The TSP shall furnish copies of such records at no cost to the U.S. Government.

E. This tender of service shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this TOS, the TSP expressly agrees to waive any rights to invoke the jurisdiction of local nation courts where this TOS is performed and agrees to accept the exclusive jurisdiction of the Defense Office of Hearings and Appeals (DOHA) and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this tender of service.

F. In any dispute arising out of this tender of service, the decision of which requires the interpretation of law, the rights and obligations of the parties shall be interpreted in accordance with the substantive laws of the United States.

G. Statute of limitation as defined in 28 USC 2415(a)/U.S. Law [incorporated by reference].

H. The statutory authority for pursing TSP recovery against third parties is the Federal Claims Collection Act, 31 USC 3711-3720E/U.S. Law.

I. Emergency offset can be executed in accordance with CFR 102 (b)(5) if failure to do so would substantially prejudice the Government's ability to collect the debt.

8-3. INTRATHEATER QUALITY PROGRAM

A. Quality Assurance Actions. DTR Part IV, Appendix O, Paragraph B provides requirements and standards applying to quality assurance procedures and will take precedence over any of the following excerpts adapted for this TOS. When a TSP violates any provision of the Intratheater TOS, rate solicitation or commits unethical or unlawful acts, the TSP will be placed in nonuse or suspended. The CPPSO/TMO/TO will take into consideration the severity of the violation(s) and the impact on the property owner as well as the TSP's past performance.

(1) Nonuse Actions: SDDC Personal Property Office – Europe or the respective CPPSO/TMO/TO office is authorized to place a TSP in non-use for a definite or indefinite period of time. Upon resolution of the deficiency causing the action, the TSP will be removed from non-use and will be eligible to receive traffic. There is no minimum or maximum time for a non-use.

(2) Suspension Actions:

(a) All suspensions will remain in effect for a minimum of 30 days.

(b) All suspensions will run consecutively. If a TSP receives a second suspension while under a current suspension, the TSP will remain in a suspended status for a minimum 60 days.

(c) TSP must provide acceptable corrective action for all suspensions before they may be reinstated.

(d) DD Form 1814 will be used to notify the TSP of a suspension action.

(3) Suspension Procedures:

(a) Regular Suspension:

(I) Regular suspension may be imposed when a TSP commits the same violation three or more times during a 6 month period.

(II) The TSP will be afforded a period of 20 days from the signature date on the DD Form 1814 before effecting the suspension. The TSP may use this opportunity to provide compelling evidence to refute the basis for the suspension.

(b) Immediate Suspension:

(I) An immediate suspension will be imposed when a TSP's performance on a single shipment is such that the continued participation in Intratheater traffic is unacceptable.

(II) The immediate suspension will be effective on the signature date on the DD Form 1814 issuing the suspension.

(4) TSP Appeal of a Suspension Action:

(a) The TSP may appeal a suspension within 45 days from the date of the signature on the notification of suspension.

(b) The CPPSO/TMO/TO must respond to the TSP's appeal not later than 45 days from the postmarked date on the TSP's letter of appeal or the TSP will be reinstated until the appeal is resolved.

(c) An appeal denied by the CPPSO/TMO/TO may be further appealed by the TSP to SDDC-PPO-E. SDDC-PPO-E is the final appellate authority. If SDDC-PPO-E does not respond within 45 days from the postmarked date of the TSP's letter of appeal, the TSP will be reinstated until the TSP is provided a written response.

B. TSP Review Board. The SDDC Personal Property Office – Europe is authorized to convene a TSP Review Board based on three suspensions within a six (6) month period or at the request of the responsible transportation office. The Board may impose, but is not limited to, the following possible disciplinary actions:

(1) Disqualification theater-wide for one to three years,

(2) Disqualification for a specific servicing location for one to three years,

(3) Probationary period not to exceed eighteen months, and/or

(4) Suspension for one to three years.

8-4. TSP RESPONSIBILITIES

A. General. The TSP responsibilities specified below are in addition to all other requirements of this TOS.

B. Complaint and Inquiry Handling. Each TSP engaged in the transportation of household goods subject to the provisions of this TOS shall establish and maintain a procedure for receiving and responding to complaints and inquiries from the GBL Issuing Officer and the owner of the household goods or his/her representative. The procedure shall include a means whereby the GBL Issuing Officer and the owner or his/her representative are aware of the telephone number by which they can communicate with the principal office of the TSP. The TSP shall retain and make part of the file relating to a shipment a written record of all complaints received in writing or by telephone from the GBL Issuing Officer and the owner or his/her representative.

C. Document Preparation and Annotation. To the extent applicable and not otherwise specifically provided herein, the TSP is responsible for properly preparing and annotating the shipping, billing, and claims settlement documents.

D. Document Distribution. The TSP is responsible for distributing the shipping documents as follows:

(1) Retained by the TSP: Original GBL (SF 1203 or 1103), original inventory, originals of DD Form 619 and 619-1, one copy of DD Form 1840/1840R and original weight and reweigh tickets.

(2) Furnished to owner or designated representative: Legible copy of the inventory plus three (3) copies of DD Form 1840/1840R at delivery.

(3) Furnished to GBL Issuing Office: Copies of inventory, DD Forms 619 and 619-1, and weigh and reweigh tickets.

(4) The TSP will provide the GBL Issuing Officer, no later than seven (7) workdays after receipt of shipment or GBL, whichever is later, the following documents:

(a) One memorandum copy of the GBL (Standard Form 1203/1103a) annotated with the gross, tare and net weights. On containerized shipments, the TSP will indicate on the GBL the total number of containers and the gross cube of the shipment;

(b) One signed copy of the Statement of Accessorial Services Performed (DD Form 619 or comparable commercial form) itemizing the accessorial services performed at origin;

(c) One legibly signed copy of the Household Goods Descriptive Inventory; and

(d) One legible copy of the weight tickets prepared by a certified weigh master or on a certified scale. If a shipment is to be delivered prior to the submission of these documents, the GBL Issuing Officer will be advised of the weight of the shipment by telephone, or other appropriate means, prior to delivery, unless an exception to this requirement is granted.

(5) Provided within 10 workdays of move completion to the GBL Issuing Office:

(a) DD Form 619-1. Legible copies of DD Form 619-1, if SIT or reweigh services are performed en route or at destination;

(b) Reweigh Tickets. Legible copies of the certified reweigh ticket prepared by a certified weigh master on a certified scale, if requested by the GBL Issuing Officer;

(c) One copy of the completed DD Form 1840/1840R.

E. Requests for Approval to Perform Special Service. Because of the incompatibility of a TOS requirement with the circumstances prevailing on a given shipment, a TSP may request from the GBL Issuing Officer at any time but prior to performance approval to provide a special service. If requested verbally, the request must be confirmed in writing.

F. Holding HHG Shipments (Lien). TSP agrees to abide by the procedures set forth

in Item 325 of the IPPRS. Any TSP or their agent, freight forwarder or contractor working for the TSP that detains or impounds U.S. Government shipments will be subject to immediate disqualification by the Director, SDDC-PPO-E.

G. Prepayment of Charges. TSP shall in no way demand prepayment of charges nor make any collection of charges at the time of delivery.

H. Equipment. Equipment shall be in good operating condition and the interior of vans, trailers, and containers shall be clean and contain a sufficient quantity of clean pads, covers, and other protective equipment to ensure safe transit of the household goods.

I. Facilities. The TSP and its agents must maintain equipment, facilities, operations, and personnel adequate and capable of performing the services required by this TOS and ordered by the TO or TMO.

J. Maintenance of Records.

(1) Records Maintenance. The TSP shall maintain for each shipment handled pursuant to this TOS copies of the invoice and all supporting documents. The TSP shall also maintain all relevant notes, worksheets, and other documents necessary for reconstructing or understanding the shipment and its handling.

(2) Microfilming Records. The TSP may use microfilm (e.g., film chips, jackets, aperture cards, micro-prints, roll film, and microfiche) or electronic means for record keeping, subject to such limitations as are determined by the Negotiations Branch, SDDC-PPO-E.

(3) Filing and retrieval. The TSP shall:

(a) Maintain an effective indexing system to permit timely and convenient access by the U.S. Government to the records.

(b) Have adequate viewing equipment, if microfilmed or stored electronically, and provide printouts of the approximate size of the original material.

(4) Quality control.

(a) The microfilm when displayed on a microfilm reader (viewer) or reproduced on paper must exhibit a high degree of legibility.

(b) The quality of the TSP’s record microfilming or electronic storage processes is subject to periodic review by SDDC-PPO-E, the TO/TMO/CPPSO or authorized representative.

K. Employees. Labor employed by the TSP shall be qualified and competent in the performance of required services. TSP personnel who perform services at the owner’s residence shall be neat, courteous and must be able to write and speak English to the people with whom they deal or are in contact. TSP personnel reported by the GBL Issuing Officer or the owner as being under the influence of alcohol or drugs, using abusive language or engaging in abusive conduct will be immediately replaced by the TSP. Appropriate action will be taken per Paragraph 8-3A of this TOS.

L. Household Goods Agents.

(1) Responsibility for Acts or Omissions. Each TSP providing transportation of household goods subject to the provisions of this TOS shall be responsible for all acts or omissions of any of its agents which relate to the performance of household goods transportation services (including accessorial or terminal services) and which are within the actual or apparent authority of the agent from the TSP or which are ratified by the TSP.

(2) Responsibility for Diligence and Reasonable Care. Each TSP providing transportation of household goods subject to the provisions of the TOS shall use due diligence and reasonable care in selecting and maintaining agents who are sufficiently

knowledgeable, fit, willing, and able to provide adequate household goods transportation services (including accessorial and terminal services) and to fulfill the obligations imposed upon them by this TOS and by such TSP.

M. Routing of Shipments. A TSP is responsible for routing all shipments via usually traversed routes between origin and destination. Moving shipment in accordance with date of pickup as reflected on the Government Bill of Lading (GBL) and shall not transship when satisfactory direct service is available, unless a TSP has requested approval of indirect routing or transshipment to a particular destination and a waiver is granted by the GBL Issuing Officer. (See Paragraph 7-1 for payment of charges.)

N. The TSP, as used in this Tender, means the TSP named on the GBL, including its employees and contract drivers and those holding primary agency agreements of which and in the normal course of their business hold themselves out as representing the TSP (such as a local agent). The TSP is responsible for and shall physically perform origin, line-haul and destination services from point of origin to final destination, and shall satisfy any claim per Section 10 of this Tender. Unless specifically approved by the GBL issuing office, the TSP may not use, transfer, surrender, interline or otherwise relinquish possession of the property to another TSP.

O. Volume. This TOS and its subsequent personal property programs does NOT obligate the U.S. Government to utilize the services of any specific TSP to any extent whatsoever nor does it constitute a representation that the U.S. Government shall use the services of the TSP in connection with any volume of personal property shipments. Any information furnished the TSP by the U.S. Government representatives as to past volume or estimated volume shall not be construed as a commitment of any kind. The U.S. Government shall use the lowest cost TSP to the maximum extent possible provided that TSP provides an acceptable level of service.

P. Ordering Officials. Only Government Transportation Officers or Transportation Agents charged with the responsibility of moving personal property for the U.S. Government are authorized to issue U.S. Government Bills of Lading (SF 1203 and/or 1103) under this TOS or its subsequent subprograms.

SECTION 9 - REPORTING REQUIREMENTS

9-1. UNUSUAL INCIDENTS

A. Content of report. In the event of incidents of major significance which produce substantial loss, damage, or delay, such as strikes, embargoes, fires, and similar incidents, the TSP must submit the following information on each shipment involved to SDDC-PPO-E and the GBL Issuing Officer:

(1) Type of incident;

(2) Location of incident;

(3) Date and time of incident;

(4) Last name, first name, and middle initial of any employee involved in the incident;

(5) GBL number and date issued;

(6) GBL Issuing Officer;

(7) Origin;

(8) Destination;

(9) Date shipment received by TSP;

(10) Required delivery date;

(11) Estimated amount of loss and extent of damage;

(12) Current status of shipment, including new estimated time of arrival (ETA); and,

(13) Location of shipment, if applicable.

B. After-action Report. The TSP will furnish SDDC-PPO-E and the GBL Issuing Officer an after-action report, which provides a final assessment of the loss, or damage incurred, the delays encountered, and the final disposition of the household goods.

9-2. NOTIFICATION OF SIT LOCATION. For shipments requiring SIT, the TSP shall notify the GBL Issuing Officer, in writing, facsimile, or similar electronic means, the name, address, and telephone number of the warehouse in which the shipment has been placed, and shall make and keep a record of such notification. If a change in warehouse location is effected during the SIT period, the GBL Issuing Officer and the owner must be notified of the change in location and the new telephone number immediately.

SECTION 10 - TSP LIABILITY

10-1. TSP LIABILITY

Item 410 Liability

a. Liability Limits for Loss or Damage The TSP is liable to the owner, or to the military service that contracted for the shipment, for loss or damage that occurs to the owner's personal property while it is in the custody of the TSP, or of any agent, employee, or subcontractor of the TSP. Liability on all shipments, whether domestic or international, will be determined in accordance with the Carmack Amendment to the Interstate Commerce Act, (Title 49, United States Code, Section 14706), except as otherwise provided in this Tender.

b. If a claim is filed directly with the TSP within nine months of delivery, then the TSP's maximum liability on each household goods (HHG) and unaccompanied baggage (UB) shipment will be:

(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, whichever is greater.

c. On all other loss and damage claims asserted against the TSP, the TSP's maximum liability will be limited to $1.25 times either the net weight of the HHG shipment or the gross weight of the UB 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. For the purposes of meeting the nine month filing deadline to qualify for FRV on shipments for which more than one TSP had custody of the goods in transit (e.g. Code 3), filing a claim with the delivery TSP will satisfy the requirement for all TSPs and warehouses in the chain of custody.

f. Full Replacement Value (FRV) Liability

(1) When the owner files a claim with the TSP as indicated in Item 413, within nine (9) months of delivery, the TSP is liable for the Full Replacement Value (FRV) of any lost or destroyed items.

(2) If an owner submits a claim to a Military Claims Office (MCO) within nine (9) months of delivery but wants it to be forwarded to the carrier for settlement, the claim will be forwarded within 9 months of delivery and within 30 days of receipt by the MCO. If the TSP receives such a claim that has been forwarded by a

MCO within nine months of delivery, the TSP will be liable for the full replacement value. If the TSP receives such a claim from a MCO more than nine months after delivery, but it is postmarked or electronically transmitted within nine months of the delivery date, then the TSP will treat the claim as if it had been filed directly with the TSP within nine months and the TSP will be liable for full replacement value protection. On these claims, the TSP's liability is as follows:

(a) For items that are damaged but not destroyed, the TSP will, at its option, either repair the items to the extent necessary to restore them to their condition when received by the TSP, or pay the claimant for the cost of such repairs.

(b) For most items that are destroyed (i.e., the repair cost exceeds replacement cost) or lost, the TSP will, at its option, either replace the lost or destroyed item with a new item, or pay the undepreciated replacement cost of a new item. New items should, to the greatest extent possible, be from the same manufacturer and should be the same make and model as the item that was lost or destroyed. If the TSP cannot find a new item that is the same as the item that was lost or destroyed, it may replace the item with one of comparable qualities and features. However, for lost or destroyed items that are parts of sets, such as a silver service, crystal glasses, or china, the TSP may replace the lost item with a like item that matches the rest of the set. Likewise, some items, such as collectable figures (e.g., Hummel and Lladro), collectable plates, collectable dolls, baseball cards, antiques, comic books, coin and stamp collections, and objects of art, cannot be properly replaced with new items because their value is based, in part, on the fact that they are no longer made and are no longer available for purchase as new items. For this type of item, the TSP may replace the lost or destroyed item with the same or comparable item or pay the replacement cost of the item.

(c) When FRV applies to a shipment that includes one or more motor vehicles (automobiles, vans, pickup trucks, motorcycles or sport utility vehicles), the TSP's maximum liability for the vehicles shall be the value stated in the current issue of the N.A.D.A.'s Official Used Car Guide (the "Guide") for such vehicle(s), adjusted for mileage and other factors considered in the guide. However, if either the owner or the TSP has obtained an appraisal of the vehicle from a qualified appraiser, settlement will be based on the appraised value rather than the book value.

(d) For boats, personal watercraft, ultra light aircraft, pianos, organs, firearms, objects of art, allterrain vehicles, and snowmobiles, the TSP may replace the item with a comparable used item or pay the undepreciated replacement cost, because these are large, expensive items that are not part of the typical shipment and have an active, widespread secondary market.

(e) The owner may reject a payment or item offered by the TSP to settle a claim. If an owner files a claim with the TSP within nine (9) months of delivery, but fails to settle the claim directly with the TSP, the owner/consignee may transfer his claim to a MCO subject to the limitation of Item 413. In those cases where transfers have occurred, the TSP shall not have the option to repair or replace items in kind, but must pay to the MCO the repair cost or undepreciated replacement cost of a new item, whichever is less. If the TSP can show that they offered the owner a replacement item of comparable or better quality than the item lost, the TSPs liability for that item will be limited to their replacement cost at the time offered (including any tax or drayage) or the amount demanded, whichever is less.

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

g. Actual Value (Depreciated) Liability

(1) If the owner files a claim directly with the TSP more than nine months after delivery, the TSP is liable for the depreciated value of the items only up to a maximum of $1.25 times either the net weight of the HHG shipment or the gross weight of the UB shipment, or a lump sum declared on the bill of lading by the owner or shipper before packing commences, which ever is greater. Liability will be as follows:

(a) For items that are damaged but not destroyed, the TSP will, at its option, either repair the items to the extent necessary to restore them to their condition when received by the TSP, or pay the claimant for the cost of such repairs, up to the depreciated value of the items.

(b) For items that are destroyed (i.e., the repair cost exceeds depreciated replacement cost) or lost, the TSP will pay the depreciated replacement cost for the item. However, if the claimant is willing to accept a replacement item instead of cash payment, the TSP may settle all or part of a claim by delivering a replacement item(s) of like kind, quality and condition to the claimant.

b. If the owner files a claim directly with a MCO, and does not want to file with the TSP for settlement, the military will adjudicate the claim pursuant to statutory and regulatory guidance. The MCO may then assert a recovery claim against the TSP. The TSP, on this type of a recovery claim, will be liable to the MCO for the depreciated replacement or repair cost, whichever is less. If the owner files a claim directly with a MCO, the TSP will not be liable for more than the depreciated replacement cost, not to exceed $1.25 times the net weight of the HHG shipment or the gross weight of the UB shipment, in pounds, or a higher lump sum that was declared on the bill of lading before packing commenced.

c. In settling claims for the depreciated replacement cost of an item, the MCO and TSP will use the Joint Military-Industry Depreciation Guide, for those items that are listed on the guide. The MCO and TSP will use the current replacement cost of the item as a base to apply the depreciation factor to arrive at the current actual value of the item. If an item cannot be replaced, or no suitable replacement is obtainable, the proper measure of damages for items that depreciate shall be the original cost, adjusted upward to reflect the increase in the consumer price index (CPI) since the date of purchase, and then adjusted downward to reflect the depreciation rate in the Joint Military -Industry Depreciation Guide.

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

h. Exclusions from Liability

(1) The TSP shall be liable for physical loss or damage to any article that occurs while being carried or held in Storage-in-Transit (SIT) EXCEPT loss or damage caused by or resulting from the following:

(a) From an act or omission of the owner

(b) From defect or inherent vice of the article

(c) From hostile or warlike action in time of peace or war including action in hindering, combating or defending against an actual, impending or expected attack; from any weapon of war employing atomic fission or radioactive force whether in peace or war; or from insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such occurrence;

(d) From seizure or destruction under quarantine or customs regulations; confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade;

(e) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.

(f) From Acts of God (also known as acts of Nature)

(g) From pre-existing infestations by mollusks, arachnids, crustaceans, parasites or other types of pests; and for fumigation or decontamination when not the fault of the TSP.

(h) From loss or damage that occurs prior to release to the TSP while the goods are in the possession of a non-temporary storage (NTS) contractor, or of a SIT contractor under an unrelated shipment of the goods. When a shipment is released from NTS or SIT under another TSP's control, the new TSP shall not be liable for an item claimed as missing which should have been listed as a separate item on the inventory, but which was not listed on the inventory that was prepared by the original contractor or TSP.
However, the TSP will be liable for items packed in cartons, if the carton is listed on the inventory, unless the TSP can produce evidence to shift liability back to a prior handler and the item claimed bears a reasonable relationship to the contents of the carton listed on the inventory. If it does not bear a reasonable relationship, the TSP is not liable, but the NTS contractor may be liable.

(i) The TSP shall not be liable for intangible property, securities, nor for the sentimental value of an item.

(j) The TSP shall not be liable for pre-existing damage.

(2) The exclusions listed above will not apply if the TSP's own negligence significantly contributed to the loss. However, if the TSP, after giving electronic notice to the appropriate government transportation office, or electronic or written notice to the owner, of a potential risk of loss or damage to the shipment from the above causes, is instructed by the government or the owner to proceed with such transportation and/or delivery, notwithstanding such risk, the TSP shall not be liable for the loss attributed to the risk.

i. Duty to Mitigate Loss

If a loss or damage occurs to a shipment from one of the excluded causes listed in this Item, the TSP may still be liable for additional damage that results from its failure to take reasonable steps to mitigate the extent of the loss. For example, if a shipment is damaged by water from a flood or hurricane, the TSP, as soon as practical, should attempt to clean and dry the items, rather than allow further damage (e.g., rust, warping, or mildew), to develop from prolonged exposure to dampness. In some cases, the responsible transportation office may direct the TSP to undertake specific mitigation work, or may authorize payment for mitigation work, subject to later determination of whether the government or the TSP will be liable for the cost. The cost of any such mitigation efforts that are not paid for by the government will be deducted from the TSP's maximum liability for loss or damage stated in this above.

j. Termination of Liability for Goods in Storage-in-Transit (SIT) The TSP's liability under the bill of lading for a shipment in SIT shall terminate when SIT terminates, in accordance with Item 427.

k. High Value Items and High Risk Inventories

(1) High value items are limited to, currency, coins, jewelry, silverware and silver service sets, crystal, figurines, furs, objects of art, computer software programs, manuscripts, comic books, baseball cards, stamps, and other collectable items or rare documents that have a value in excess of $100 per pound. For purposes of determining the TSP's liability, all such items shall be deemed to weigh at least one pound. A collection of compact disks (CDs) and digital video disks (DVDs) will not be considered high value items. However, individual CDs or DVDs with a value in excess of $50 will be considered a high value item.

(2) The contractor's liability for high value items shall be limited to $100 per pound of the article, if the owner fails to inform the TSP that such items are included in the shipment after the contractor asks the owner, in writing, to list any such items in the above categories that will be included in the shipment. In order to account for such items, and in order to facilitate special handling of such items, the TSP may use a separate high-risk inventory. Items such as CD's, video tapes and DVDs, that do not qualify as high value items for purposes of this provision limiting liability may be included on a high risk inventory.

(3) A high risk/high value inventory form, even if it is signed by the

owner upon delivery and fails to note any shortage at delivery, will normally be treated like any other inventory for purposes of determining whether there was any loss or damage in transit. The 1840/1840R, that gives the TSP notice of later discovered loss or damage would overcome the presumption of correct delivery, even of high value items listed on a special inventory, unless the following conditions are met:

(a) If the high risk/high value inventory form has a block to denote delivery, the owner must initial each block for each item. A check mark, or an "x", is not sufficient.

(b) The high risk/high value inventory form must contain a warning, in bold type larger than any other type on the form, that if the owner notes on this inventory that an item was delivered, he or she may never claim that the item was missing with either the TSP or with a MCO.

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

l. Shared Liability on International Shipments Transported on Military Aircraft or Vessels

(a) On some international shipments, the government requires the TSP to use Air Mobility Command aircraft or a vessel operating under a Voluntary Intermodal Shipping Agreement to transport the shipment for part of the journey (i.e. code 5, code T, or code J shipment).

(b) TSPs are relieved of liability for loss or damage on these shipments when the TSP can reasonably establish that the loss or damage occurred while the shipment was in the custody and control of the Government. If a TSP receives a claim directly from the owner, and all of the loss occurred while the goods were in the custody of the government, the TSP will deny liability and advise the owner to file a claim with the appropriate MCO. If only part of the loss or damage occurred while the shipment was in the custody of the government, the TSP will settle those portions of the claim for which it is liable and refer the owner to the MCO for the payment on the rest of the claim.

(c) Where it is evident that the loss or damage occurred while the property was in the possession of the TSP, the TSP will be responsible to the full extent of its normal liability.

(d) If the time and place of the loss or damage to this type of shipment cannot be clearly established, and if the owner submits a claim directly with the TSP, the TSP will pay the owner the full amount of the loss, not to exceed twice the TSP's maximum liability on the shipment. The TSP will then forward a request for payment of 50% of the settlement to the MCO designated by each military service, supported by a copy of the completed claim. The MCO will pay 50% of the settlement, but not more than 100% of the depreciated replacement cost, to the TSP within 30 days of receipt of the request, provided the claimant/owner was a proper claimant under the Military Personnel and Civilian Employees Claims Act, and the claim was timely filed.

(e) If the time and place of the loss or damage to this type of shipment cannot be clearly established, and the owner files a timely claim directly with a MCO, the military will pay the owner. The MCO will then assert a recovery claim against the TSP for only 50% of the loss, not to exceed the TSP's maximum liability. The government will accept this compromise settlement of its recovery claim, if the TSP accepts and agrees to pay that amount within 60 days of receipt of the demand. In the event the TSP does not accept the MCO's adjudication of a claim in this category or does not accept and agree to pay within 60 days, then normal negotiating procedures will apply and the 50% compromise agreement will not be acceptable.

m. Item Liable to Cause Damage

The following will not be accepted for shipment by the Transportation Service

Provider:

(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 n. Liability on Code 3 Shipments

(1) Transportation Service Provider liability for Code 3 shipments is $4.00 times the net shipment weight up to a maximum of $50,000, The minimum liability of for each shipment is $5,000. The terms, conditions, and rules contained in Item 410 apply. Ocean Transportation Service Provider liability is outlined in the SDDC Operations Center USC Contract at W81GYE-06-D-XXXX, page 53, Maritime Clause. International Transportation Service Providers need to consider any differences in their liability of $4.00times the net shipment weight and the ocean Transportation Service Provider liability. Claims costs should be included in Code 3 rate submissions.

(2) 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,), 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 where 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 TS's or warehouse's 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 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.

(3) Except as otherwise provided in the Tender of Service, Appendix B, DTR Part IV, and this solicitation, the TSP's legal liability for loss or damage to goods will be the same as set forth in the Carmack Amendment to the Interstate Commerce Act (Title 49, US Code, Section 17706)

Item 413 Claims for Loss and Damage

a. The Transportation Service Provider shall not be liable for loss or damage when the Transportation Service Provider can reasonably establish such loss or damage occurred while the shipment was in the effective custody and control of the Government. Effective custody is defined herein to mean when a shipment is delivered to authorized representatives of the United States Government.

b. The United States Government (MSC, AMC, SDDC or other agency assuming effective custody) will be liable to the Transportation Service Provider for damage to or loss or destruction of containers due to negligence of the Government, reasonable wear and tear excepted.

c. When loss or damage occurs to a shipment transported jointly by a Transportation Service Provider and the Government (Codes 5, T, and J) and such loss or damage cannot be determined by the U.S. Government to be solely the responsibility of the Transportation Service Provider or the Government, the liability will be shared as described in Item 410.

d. Claims Filing

(1) Owners whose property is lost or damaged in transit and wish to file against the TSP must file their claims within two years of delivery of the shipment that gave rise to the claim. If the claimant submits the claim to the TSP within nine months of delivery, the TSP will be liable for the full, undepreciated replacement value on all lost or destroyed items, as specified in Item 410. If a claim is not completely settled after 30 days claimants may transfer the claim to the MCO. However, claimants may transfer a claim immediately, and still be eligible for FRV, upon:

(a) Notice that the TSP has made a final offer on the claim or denied it in full.

(b) Notification by SDDC that the TSP is in bankruptcy.

(c) Notification that the TSP has been placed in permanent, world-wide Non-Use status by SDDC.

(d) The TSPs failure to comply with the catastrophic loss provisions in Item 413, and as verified by the MCO.

(e) The TSPs failure to comply with essential items provisions in Item 413, and as verified by the MCO.
(2) When an owner transfers a claim to the MCO, the MCO may contact the TSP using the 1-800 number or email address given the claimant, to determine if the TSP has already obtained any estimates. If the TSP has obtained estimates, the TSP will transmit them within 24 hours, or the next business day if notification occurs on a Friday or Saturday or the day before a holiday, by fax or electronic mail to the MCO.
If the TSP has not already obtained estimates, the MCO may give the TSP until the next business day to decide if it will inspect and obtain estimates on those items requiring estimates, and make arrangements with the owner and repair firms for the estimates. If the TSP decides to inspect and obtain estimates, it will have until the second business day after it is contacted to obtain them unless the owner agrees to give it more time. If the TSP is unable to obtain estimates within two business days of being contracted 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.

(3) The MCO may assert a demand against the TSP for TSPs liability as established under Item 410, Liability. The TSP will not be liable on such a recovery claim for payment on any items on which the TSP has already paid the owner, if the correspondence between the TSP and the owner lists the item as one on which payment is being made and clearly indicates that the prior payment was in full and final satisfaction of either the entire claim, or was in full and final satisfaction of the claim for the particular item.

e. Substantiation of Claims - Repair Estimates 1. Responsible Party: The TSP will be responsible for paying for repair estimates it requires to process any and all claims that are filed with the TSP by the owner. The MCO will be responsible for paying for all repair estimates it requires to process and substantiate any and all claims that are filed with the MCO by the owner. The TSP is responsible for paying all estimates and associated fees presented by an MCO as a result of claims that were transferred to the MCO by the owner pursuant to Item 413 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, 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's estimate is the lowest overall estimate and is not used, the MCO will advise the TSP in writing of the reason the lowest overall estimate was not used in determining the TSP's liability.

4. If the TSP sends the appropriate MCO a lower repair estimate after the recovery demand on the TSP has been dispatched to the TSP's home office, it will be considered in the TSP's recovery rebuttal or appeal process if lower than the estimate used by

the MCO and if it establishes that the estimate submitted by the owner was unreasonable in comparison with the market price in the area or that the price was unreasonable in relation to the value of the goods prior to being damaged.

5. If a TSP has made an inspection/estimate based upon the DD Form 1840-R 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.

f. Quick Claim Settlement

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

g. Dispute Resolution

(1) If an owner does not accept a settlement offered by the TSP, the owner may transfer a claim as specified in Item 410, to the appropriate MCO. If the owner transfers a claim to the military, the MCO will resolve the owner's claim in accordance with its Service's claims regulations. The MCO will then assert a recovery claim against the TSP under this Tender. 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 may collect the amount of its recovery claim by administrative offset from money that is owed to the TSP for transportation services, or from any other payment due the TSP directly from the government. If payments to the TSP are made by third party payment system, the TSP agrees that the appropriate MCO may direct the party paying the TSP to divert all or part of any payment to the appropriate military finance center in order to accomplish offset to pay a government claim from a prior shipment.

(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.

h. 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 household goods. The payments are an advance and should not exceed the owner's expected total liability. Claimant will still be required to file a claim for their loss. Any advance payment made will be deducted from the owner's eventual award. Such payments are subject to the same maximum liability and rules as all payments under this Tender.

(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 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. 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 are expected to make advance payments as soon as possible after a catastrophic loss occurs. Payments must be made within 48 hours of the TSP discovering or being notified of a catastrophic loss, unless the customer and TSP otherwise come to an agreement. TSPs are free to make an advance payment in any amount they believe will not exceed their total expected liability to the owner. However, TSPs are required to pay no less than 5% of their total maximum liability for the shipment.

(4) In the event that a TSP identifies or is informed of a catastrophic loss for which it believes it is not liable under Item 410, the TSP shall inform the owner's MCO. 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 Member had filed a claim with the TSP within nine months of their loss.

i. Essential Items.

(1) The TSP is responsible for promptly dealing with claimants who have had essential items lost, destroyed or made unusable due to damage. Owners are responsible for notifying the TSP, MCO, or PPSO of such a loss within 7 days of the date their goods were delivered. Any item not identified in this way by the owner shall not be considered "essential."

(2) Upon notification of the loss of an essential item by either the claimant, MCO or SDDC, the TSP shall either pay for such items, provide temporary or permanent replacements for them, repair them or such other arrangement as agreed to by Member. 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 and should not exceed the TSP's expected total liability. Claimant will still be required to file a claim for their loss. Any advance payment made will be deducted from the owner's eventual award. Such payments are subject to the same maximum liability and rules as apply to all payments under this Tender.

(3) 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 claimant may file a claim for said item(s) directly with the MCO. In such cases, the claimant shall retain his or her right to FRV for those essential items with which notice was provided to the TSP. The claimant is expected to file the remainder of their claim consistent with the provisions of this Tender.
(4) In the event that a TSP identifies or is informed of the loss or damage of an essential item for which it believes it is not liable under Item 410, Exclusions from Liability the TSP shall inform the owner's MCO within 24 hours. In such cases, the MCO shall handle the advance payment and claims.
If it is later determined that the TSP was, in fact, liable for the loss, the MCO will assert a recovery claim against the TSP. The TSP may be liable as if the Member had filed a claim with the TSP within nine months of their loss.

(5) 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:

(a) Refrigerators or other appliances necessary for the safe storage and preparation of food.

(b) Necessary medical equipment.

(c) Mattresses.

SECTION 11 – MISCELLANEOUS AGREEMENT PROVISIONS

11-1. WARRANTY OF SERVICES

A. Definitions:

(1) Acceptance. Acceptance, as used in this paragraph, means the act of an authorized representative of the U.S. Government by which the U.S. Government assumes for itself or approves specific services, as partial or complete performance of the TOS.

(2) Correction. Correction, as used in this clause, means the elimination of a defect.

B. Warranty. Notwithstanding inspection and acceptance by the U.S. Government or any provision concerning the conclusiveness thereof, the TSP warrants that all services performed under this TOS will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this TOS. The GBL Issuing Officer shall give written notice of any defect or nonconformance to the TSP within 45 days from the date of acceptance by the U.S. Government. This notice shall state either (1) that the TSP shall correct or re-perform any defective or nonconforming services or (2) that the U.S. Government does not require correction or re-performance.

C. Correction and Re-performance. If the TSP is required to correct or re-perform, it shall be at no cost to the U.S. Government, and any services corrected or re-performed by the TSP shall be subject to this clause or if the TSP refuses to correct or re-perform, the GBL Issuing Officer may correct or replace with similar services and charge to the TSP the cost occasioned to the U.S. Government thereby, or make an equitable adjustment in the price for services rendered.

D. No Correction and Re-performance. If the U.S. Government does not require correction or re-performance, the GBL Issuing Officer shall make an equitable adjustment in the price for services rendered.

11-2. WEIGHT OF SHIPMENTS

A. Net Weight. TSP will bill for the net weight of a household goods shipment described on the GBL. Net weight will consist of actual goods (including a separate weight for designated professional, books, papers, and equipment (PBP&E) plus wood boxes when approved by the GBL Issuing Office), crates, cartons, barrels, fiber drums, linen wardrobes, books, bedding, mattresses, lampshades, draperies, glassware, chinaware, bric-a-brac, table lamp bases, kitchenware, and other fragile articles and the necessary wrapping, packing, and filler material incident thereto. Nothing else will be included in the net weight.

B. Determining Net Weight. In determining net weight on containerized shipments, TSP will include in the tare weight all padding material, e.g., paper pads, cloth blankets, or any wrapping material used as a substitute for cloth blankets, and blocking and bracing material used for a TSP’s convenience to protect and secure a shipment.

C. Regulations. TSP will determine the weight of each shipment in the manner prescribed by DOD 4500-9R (DTR), Part IV, Personal Property. When other regulations conflict with the DTR, the Negotiations Branch, SDDC-PPO-E will determine the applicable regulation to apply.

D. Constructive Weight. The application of constructive weight will be applied only upon written approval of the GBL Issuing Officer or performed only when it is cost effective for the U.S. Government not to require actual weight certificate (i.e., moves within same buildings, between buildings at the same installation). If approved, constructive weight charged against the service member’s weight allowance shall be determined by the cubic measurement of seven (7) pounds per cubic foot for all shipments. When PBP&E are included as part of the shipment, the weight of such articles will be annotated separately on the GBL. TSP is NOT authorized to calculate

constructive weights.

E. Platform Scales. TSP may use platform scales to obtain tare and gross weight of containerized shipments.

11-3. DIVERSION OR RECONSIGNMENT. Diversion or re-consignment of a shipment to a destination area other than that specified on the GBL can only be authorized by written order or oral notice followed by written order from the GBL Issuing Officer. Any mileage payments for diversion or re-consignment will be in accordance with DTOD.

11-4. ADVERTISING OF TSP APPROVAL. The TSP agrees not to refer to the SDDC-PPO-E approval to participate in the Program, in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the U.S. Government or are considered by the U.S. Government to be superior to other services.

SECTION 12 – RATE SUBMISSION FORMAT

The following pages contain examples of documents required for the submission of rates. TSP's must follow the written instructions sent to each TSP at the beginning of a filing cycle. TSP's are cautioned not to use these documents to submit their offers, but rather to determine their rate offers for each of the Four (4) separate subprograms.

LESS THAN 81 KMs NON-CONTAINERIZED HHG TENDER
RATE PER NCWT FOR COMPLETE SERVICE (PICK-UP, DELIVERY AND TRANSPORTATION)

COMPANY	TENDER #	FROM	TO	Rate/NCWT EURO
	300	Belgium	Belgium	
	301	England	England	
	302	Germany	Germany	
	303	Greece (GR29) Crete	Greece (GR29) Crete	
	304	IT-North (Rome and North)	IT-North (Rome and North)	
	305	IT-South (South of Rome)	IT-South (South of Rome)	
	306	The Netherlands	The Netherlands	
	307	Norway	Norway	
	308	Portugal (Mainland)	Portugal (Mainland)	
	309	Portugal/Azores	Portugal/Azores	
	310	Sardinia	Sardinia	
	311	Sicily	Sicily	
	312	Spain	Spain	
	313	Turkey	Turkey	

EXAMPLE

1. Storage-in Transit. (SIT) and Warehouse Handling Charges will be in accordance with the current IPPRS.

2. Additional Services. Additional services not included in the tender, but required for satisfactory completion of services ordered under this tender, shall be provided at a rate not in excess of the rate for like services as contained in applicable current IPPRS, or in the absence of current IPPRS, the applicable tariff in effect at time of order. Additional service will be certified on the TSP's invoice.

MOVEMENT OF DIRECT PROCUREMENT METHOD (DPM) PERSONAL PROPERTY SHIPMENTS TO, FROM, AND WITHIN LOCATIONS IN BENELUX (BELGIUM, THE NETHERLANDS AND LUXEMBOURG) *

EXAMPLE

	COMPANY	TENDER#	0-100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901-1000 Km	1001-1100 Km	1101-1200 Km	1201-over Km
EURO Rate per GCWT/KM		610													

*Additional Services shall be provided at the rate shown in the current IPPRS See Appendix A-3

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

MOVEMENT OF DIRECT PROCUREMENT METHOD (DPM) PERSONAL PROPERTY SHIPMENTS TO, FROM, AND WITHIN LOCATIONS IN GERMANY *

	COMPANY	TENDER#	0-100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901-1000 Km	1001-1100 Km	1101-1200 Km	1201-over Km
EURO Rate per GCWT/KM		620													

EXAMPLE

* Additional Services shall be provided at the rate shown in the current IPPRS See Appendix A-3

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

MOVEMENT OF DIRECT PROCUREMENT METHOD (DPM) PERSONAL PROPERTY SHIPMENTS TO, FROM, AND WITHIN LOCATIONS IN ITALY *

EXAMPLE

	COMPANY	TENDER#	0-100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901-1000 Km	1001-1100 Km	1101-1200 Km	1201-Over Km
EURO Rate per GCWT/KM		630													

*Additional Services shall be provided at the rate shown in the current IPPRS See Appendix A-3

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

MOVEMENT OF DIRECT PROCUREMENT METHOD (DPM) SHIPMENTS TO, FROM, AND WITHIN THE SDDC/EUCOM AREA OF OPERATIONS AS SHOWN IN APPENDIX G NOT COVERED BY APPENDIX F-1, F-2 OR F-3

EXAMPLE

	COMPANY	TENDER#	0-100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901–1000 Km	1001-1100 Km	1101-1200 Km	1201-Over Km
EURO Rate per GCWT/KM		640													

* Additional Services shall be provided at the rate shown in the current IPPRS See Appendix A-3

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

The area of responsibility (AOR) of the United States European Command covers more than 13 million square miles and includes 91 countries and territories. This territory extends from the North Cape of Norway, through the waters of the Baltic and Mediterranean seas, most of Europe, parts of the Middle East, to the Cape of Good Hope in South Africa.

Africa

- Algeria
- Angola
- Benin
- Botswana
- Burkina Faso
- Burundi
- Cameroon
- Cape Verde
- Central African Republic
- Chad
- Congo
- Cote D'Ivoire
- Democratic Republic of the Congo
- Equatorial Guinea
- Gabon
- The Gambia
- Ghana
- Guinea
- Guinea-Bissau
- Lesotho
- Liberia
- Libya
- Malawi
- Mali
- Mauritania
- Morocco
- Mozambique
- Namibia
- Niger
- Nigeria
- Rwanda
- Sao Tome and Principe
- Senegal
- Sierra Leone
- South Africa
- Swaziland
- Tanzania
- Togo
- Tunisia
- Uganda
- Zambia
- Zimbabwe

Middle East

- Israel
- Lebanon
- Syria

Europe

- Albania
- Andorra
- Armenia
- Austria
- Azerbaijan
- Belarus
- Belgium
- Bosnia and Herzegovina
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Georgia
- Germany
- Greece
- Holy See
- Hungary
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Macedonia, Former Yugoslav Republic of
- Malta
- Moldova
- Monaco
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- San Marino
- Serbia and Montenegro
    - Kosovo
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland
- Turkey
- Ukraine
- United Kingdom

Movement of Department of Defense Dependent School (DODDS) or Government Office Furniture, Equipment and Miscellaneous Items within the BENELUX or from locations in the BENELUX to locations identified in Appendix G

EXAMPLE

	COMPANY	TENDER#	Within Installation	0 - 100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901-1000 Km	1001-1100 Km	1101-1200 Km	1201-Over Km
EURO Rate per CWT/KM																

* Additional Services shall be provided at the rate shown in the current IPPRS

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

Movement of Department of Defense Dependent School (DODDS) or Government Office Furniture, Equipment and Miscellaneous Items within England and from locations within England to locations identified in Appendix G

EXAMPLE

	COMPANY	TENDER#	Within Installation	0 - 100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901-1000 Km	1001-1100 Km	1101-1200 Km	1201-Over Km
EURO Rate per CWT/KM																

* Additional Services shall be provided at the rate shown in the current IPPRS

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

Movement of Department of Defense Dependent School (DODDS) or Government Office Furniture, Equipment and Miscellaneous Items within Germany or from locations within Germany to locations identified in Appendix G

EXAMPLE

	COMPANY	TENDER#	Within Installation	0 - 100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901-1000 Km	1001-1100 Km	1101-1200 Km	1201-Over Km
EURO Rate per CWT/KM																

* Additional Services shall be provided at the rate shown in the current IPPRS

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

Movement of Department of Defense Dependent School (DODDS) or Government Office Furniture, Equipment and Miscellaneous Items within Italy or from locations within Italy to locations identified in Appendix G

	COMPANY	TENDER#	Within Installation	0 - 100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901-1000 Km	1001-1100 Km	1101-1200 Km	1201-Over Km
EURO Rate per CWT/KM																

EXAMPLE

* Additional Services shall be provided at the rate shown in the current IPPRS

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

Movement of Department of Defense Dependent School (DODDS) or Government Office Furniture, Equipment and Miscellaneous Items within Spain or from locations within Spain to locations identified in Appendix G

	COMPANY	TENDER#	Within Installation	0 - 100 Km	101-200 Km	201-300 Km	301-400 Km	401-500 Km	501-600 Km	601-700 KM	701-800 Km	801-900 Km	901-1000 Km	1001-1100 Km	1101-1200 Km	1201-Over Km
EURO Rate per CWT/KM																

EXAMPLE

* Additional Services shall be provided at the rate shown in the current IPPRS

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.

APPENDIX I SPECIAL STORAGE

SCHEDULE OF SERVICES FOR STORAGE OF PERSONAL PROPERTY

Rates for services listed in this schedule shall be inclusive of all charges for labor, materials, vans and equipment and incidental facilities and services necessary for the performing of the storage and related services specified in this schedule. All services to be performed under this schedule should be in accordance with requirements for services for storage of personal property. All orders are subject to a minimum net weight of 100 pounds.

TITLE	DESCRIPTION		
PACKING	Packing and protection required by and incident to drayage, marking, tagging and inventorying for storage (includes flat wardrobes) (rate per ncwt.)		
DRAYAGE	Pickup at location, loading, weighing, drayage to the nearest approved storage facility and unloading onto warehouse platform. (Rate per ncwt.)		
	- Kaiserslautern and Baumholder	Zone 1	
	– Heidelberg, Mannheim, and Darmstadt	Zone 2	
	– Giessen	Zone 3	
	– Hanau, Frankfurt, and Wiesbaden	Zone 4	
	– Wuerzburg, Kitzingen, and Schweinfurt	Zone 5	
	– Ansbach and Illesheim	Zone 6	
	– Bamberg	Zone 7	
	– Grafenwoehr, Hohenfels, and Vilseck	Zone 8	
	– Stuttgart	Zone 9	
	- Garmisch	Zone 10	
	– Schinnen and Geilenkirchen	Zone 11	
	- Brussels, SHAPE, and Chievres	Zone 12	
	– Aviano and Vicenza	Zone 13	
	- Livorno	Zone 14	
	- Naples	Zone 15	
WAREHOUSE HANDLING IN and OUT	Handling in, labor and equipment required to place in storage from warehouse platform, wrapping for storage which is in addition to that required for drayage to participant's warehouse and preservation of items for and during the storage period. Handling out, labor and equipment required to remove from storage and place onto warehouse platform. This is a one time rate for all handling services. (Rate per ncwt.)		
STORAGE	Storage per, Tender of Service (Rate per ncwt. per month) Each TSP is required to provide a list of approved storage locations they will use for Special Storage to the Ordering Officer and SDDC-PPO-E.		
DELIVERY and UNPACKING	Delivery, to include loading at participant's warehouse platform and drayage to destination, unloading, including the reassembly of items disassembled for storage, recording overage, shortage or damage, as appropriate and placing in designated rooms in accordance with specifications. (Rate per cwt.) Unpacking, including unpacking all crates & cartons. Removing from owner's residence all empty containers, packing materials and other debris accumulated incident to un packing. (Rate per ncwt.)		
	- Kaiserslautern and Baumholder	Zone 1	
	– Heidelberg, Mannheim, and Darmstadt	Zone 2	
	– Giessen	Zone 3	
	– Hanau, Frankfurt, and Wiesbaden	Zone 4	
	– Wuerzburg, Kitzingen, and Schweinfurt	Zone 5	
	– Ansbach and Illesheim	Zone 6	
	– Bamberg	Zone 7	
	– Grafenwoehr, Hohenfels, and Vilseck	Zone 8	

EXAMPLE

	– Stuttgart	Zone 9	
	- Garmisch	Zone 10	
	– Schinnen and Geilenkirchen	Zone 11	
	- Brussels, SHAPE, and Chievres	Zone 12	
	– Aviano and Vicenza	Zone 13	
	- Livorno	Zone 14	
	- Naples	Zone 15	

NOTE: All services not specified will be in accordance with the best commercial business practices.

Storage charges are payable for a calendar month, except one-half month's storage charge shall be paid on lots received for storage on or after the 16th day of a month and lots released from storage on or before the 15th day of a month. Shipment may require overtime and weekend work and will be billed IAW Item 502 in the IPPRS. TSP shall be given 24 hours/1 day upon notification by the ordering official to deliver the 4 cube carton or have available for pick up at the carriers warehouse (at owners discretion) for property owners returning for the purpose of Emergency Leave Travel. If ordered by the CPPSO/PPSO for other than normal duty hours, liability on the part of the U.S. Government will be limited to Item 502B in the IPPRS.

Sample bid sheet will look as follows.

EURO Rate per NCWT/KM See notes Moving to/from Storage Facility	COMPANY	TENDER #	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
		800						
Drayage to Storage	N/A	N/A	€	€	€	€	€	€
Delivery and Unpacking	N/A	N/A	€	€	€	€	€	€
Packing	€	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Warehouse Handling	€	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Storage per Month per NCWT	€	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*** Additional Services shall be provided at the rate shown in the current IPPRS**

EXACT FORMATTED SPREADSHEET WILL BE PROVIDED on SDDC-PPO-E web page.