

ATTACHMENT V.D.2

**DIRECT PROCUREMENT METHOD (DPM)
TENDER OF SERVICE (TOS)**

DEPARTMENT OF DEFENSE
DEPARTMENT OF THE ARMY
MILITARY SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND
(SDDC)

TENDER OF SERVICE NUMBER:

TOSS00-12-D-_____

TENDER OF SERVICE
FOR
DIRECT PROCUREMENT METHOD, (DPM) PROGRAM
AND RELATED SERVICES

ISSUING OFFICE:

HQ, MILITARY SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND
_____ REGIONAL STORAGE MANAGEMENT OFFICE (____RSMO,
SDDC OCONUS)

ADDRESS:

PHONE:

Fax:

DPM TSP:

(NAME) (SCAC)

(MAILING ADDRESS) (CAGE CODE)

(CITY) (STATE) (ZIP CODE)

PART I: THE SCHEDULE

A. Signature Pages

Tender of Service for the direct procurement method movement of personal property, and related services. (DPM)

1. This Tender of Service, (TOS), applies to services that the Government may require the movement of personal property and related services through the use of the DPM Program. When the Government orders such services, the Government will require the DPM Transportation Service Provider (DPM TSP) to furnish all necessary labor, material, drayage, vans, equipment, facilities and performance of related services, as may be specified in the service order for the DPM Program and related services. The DPM TSP will be able to review or print from DPS the Service Order for the DPM Program and Related Services once they perform the pre-move survey.
2. I understand that this TOS and applicable Schedules of Services and Rates for Personal Property are binding.
3. I will submit to the appropriate RSMO or SDDC the DPM Tender of Service Signature Page (DPMTOSSP) certifying that I have read and understand the terms and conditions and agree to provide service as set forth in this TOS. I will retain the actual TOS for my files.
4. I understand that submission of this DPMTOSSP, hereafter referred to as TOS, is a prerequisite to my consideration for Department of Defense (DOD) and US Coast Guard approval for participation in the DPM Program; that it does not obligate the government in the distribution of shipments; and that such submission indicates that I consider myself to be qualified, willing and able to accept shipments from military activities and seek such shipments under the terms set forth herein. I will be notified of changes to the TOS through DPS by e-mail. Changes, additions, and deletions are effective upon receipt of e-mail notification from DPS unless specifically stated otherwise.
5. I agree to comply with all requirements of the DPM Program as prescribed by Headquarters (HQ) SDDC, and promulgated by the RSMO and SDDC, through the Tender of Service and all related regulations.
6. I agree to maintain an administrative file, keeping documentation up to date. This includes the DPMTOSSP, financial data, and changes in ownership, rate schedules and all qualification documents.
7. This Signature Page certifies that I have read and understand all the terms and conditions set forth in the TOS received from the SDDC. I agree to accept and provide service under the terms and provisions of this TOS dated _____, and all amendments thereto.
8. Completion of approval documentation certifies that the foregoing statements are true and complete. Any misrepresentation or falsification may be subject to prosecution under Section 1001, Title 18, United States Code.

**TENDER OF SERVICE FOR THE DPM MOVEMENT OF PERSONAL
PROPERTY PROGRAM, AND RELATED SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS TENDER OF SERVICE AS OF
THE DAY AND DATE FIRST ABOVE WRITTEN:

THE UNITED STATES OF AMERICA

WITNESS

BY _____
(SIGNATURE OF REGIONAL PROGRAM MANAGER)

(TYPED NAME)

(TYPED NAME OF DPM TSP)

BY _____
(SIGNATURE)

NOTE: In cases of corporations, witnesses not
required, but certification below must be completed.
Type or print names under all signatures.

(TYPED NAME)

(TITLE)

(ADDRESS)

AN OFFER SIGNED BY AN OFFICER OF THE CORPORATION MUST BE EXECUTED IN THE CORPORATION NAME AND BE
ACCOMPANIED BY THE FOLLOWING CERTIFICATE EXECUTED AND SIGNED BY ANOTHER OFFICER OF THE CORPORATION
UNDER ITS CORPORATE SEAL.

CERTIFICATE

I _____, CERTIFY THAT I AM THE _____

OF THE CORPORATION NAMED AS OFFEROR HEREIN; THAT _____, WHO SIGNED
THIS

OFFER ON BEHALF OF THE OFFEROR, WAS THEN _____ OF SAID CORPORATION;
THAT SAID OFFER WAS DULY SIGNED FOR AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS GOVERNING
BODY, AND IS WITHIN THE SCOPE OF ITS CORPORATE POWERS.

(SIGNATURE)

(CORPORATE SEAL)

IF A PARTNERSHIP OR LIMITED LIABILITY COMPANY (LLC)

AN OFFER SIGNED BY A PARTNER/MEMBER MUST BE EXECUTED IN THE PARTNERSHIP/LLC NAME AND BE ACCOMPANIED
BY A LISTING OF ALL OTHER PARTNERS/MEMBERS. LIST NAMES BELOW IF NOT FURNISHED ELSEWHERE ON THE FORM.

PART II – TSP PROCESSING DATA

Tender of Service (TOS) Number: _____

Standard Carrier Alpha Code (SCAC): _____

CAGE Code: _____

Name of Company: _____

Mailing Address: _____

City/State/Zip Code: _____

Commercial Telephone Number: (include area code) _____

**PART III – OFFICIAL (S) AUTHORIZED TO NEGOTIATE AND/OR SUBMIT CERTIFICATIONS/
DOCUMENTS RELATING TO PERFORMANCE UNDER THIS TENDER OF SERVICE**

Official Name: _____ Official Title: _____

B. Schedules I/II and Rates

SCHEDULE OF SERVICES AND RATES FOR SCHEDULE I – OUTBOUND AND INBOUND SERVICES

Rates 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 outbound household goods and unaccompanied baggage and related services specified in this schedule. All services to be performed under this schedule should be in accordance with requirements for services for outbound and Inbound shipments.

TOS NR	MODIFICATION NR	EFFECTIVE DATE:

TITLE	DESCRIPTION	RATE	
ITEM 701 OUTBOUND SERVICES	a. Outbound HHG. Services include pre-move survey, servicing of appliances, disassembly of furniture, packaging, inventorying, tagging, wrapping, padding, packing, and bracing in shipping container at member's/employee's residence, or pickup location authorized by the PPSO, properly securing and sealing of container for shipment, weighing, marking, strapping, and drayage of the container to the DPM TSP's facility or within an area of performance. Service also include loading of container on line-haul TSP's equipment at the DPM TSP's facility. b. Outbound HHG from NTS. Service of packed HHG picked up at a NTS facility and containerized for shipment. Includes drayage to DPM TSP's facility or within the area of performance as directed by the PPSO and loading of container(s) on line-haul TSP's equipment at the DPM TSP's facility. DPM TSP must prepare an Exception sheet when DPM TSP and NT STSP representatives disagree on condition of goods. DPM TSP must make Exceptions sheet available to the Military Claims Office, (MCO). c. Outbound Unaccompanied Baggage, (UB): Packaging, inventorying, packing in approved containers, properly securing and sealing container(s) for shipment, weighing, marking, strapping, and drayage of the container(s) to DPM TSP's facility or within the area of performance. Service also includes loading of shipment on line-haul TSP's equipment at the DPM TSP's facility.	a(1)\$	a(2)\$
		a(3)\$	a(4)\$
		a(5)\$	a(6)\$
		b(1)\$	b(2)\$
		b(3)\$	b(4)\$
		b(5)\$	b(6)\$
		c(1)\$	c(2)\$
		c(3)\$	c(4)\$
		c(5)\$	c(6)\$
ITEM 702 SPECIAL SERVICE	a. Services ordered other than normal duty days and hours. b. Reweigh if ordered by DPS or destination PPSO. (Inbound) c. Other services as authorized under the Extras clause. (Outbound/Inbound)	Services will be paid based on the amounts listed in Tariff 400NG for domestic, and the International Personal Property Rate Solicitation.	
ITEM 703 STORAGE	a. Storage per clause H-4, Tender of Service. (Rate per cwt per month). (Outbound) b. Storage per clause H-4, Tender of Service. (Rate per cwt net per month). To include any and all Handling In services. (Inbound)	\$	
ITEM 704 INBOUND SERVICES	a. Service includes offloading of shipment from line-haul TSP's equipment at the DPM TSP's facility, and delivery to destination, unloading, including removal of HHGs from containers and placing of HHGs in rooms in accordance with specifications C-2k. Unpacking all crates, boxes, cartons. Removing from owner's residence all empty containers, packing materials and other debris accumulated incident to unpacking. (Rate per cwt net). b. Service includes offloading of shipment from line-haul TSP's equipment at the DPM TSP's facility, and delivery to destination, unloading, including removal of UB in rooms in accordance with specifications C-2k. Unpacking all crates, boxes, cartons. Removing from owner's residence all empty containers, packing materials and other debris accumulated incident to unpacking. (Rate per cwt net).	a(1)\$	a(2)\$
		a(3)\$	a(4)\$
		a(5)\$	a(6)\$
		b(1)\$	b(2)\$
		b(3)\$	b(4)\$
		b(5)\$	b(6)\$

SERVICE AREA:

Description of Zones shown in Items 701 and 704 above.

Zone 1	
Zone 2	
Zone 3	
Zone 4	
Zone 5	
Zone 6	

DPM TSP CERTIFICATION STATEMENT

I hereby certify that I have valid operating authority for zones in which I have submitted rates.

TYPED NAME (LAST, FIRST, MIDDLE INITIAL)	SIGNATURE	DATE SIGNED

SCHEDULE OF SERVICES AND RATES FOR SCHEDULE II – INTRA-CITY & INTRA-AREA MOVES

Rates 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 local moves and related services as specified in this schedule. All services to be performed under this schedule should be in accordance with requirements for services for intra-city & intra-area moves.

TOS NR	MODIFICATION NR	EFFECTIVE DATE:
TITLE	DESCRIPTION	RATE
ITEM 705 INTRA-CITY & INTRA-AREA SERVICES	Packing and protection required by, and incident to drayage origin from residence, marking, tagging and inventorying for drayage to the shipper's new residence or other designated location within the PPSO's area of performance. (includes upright wardrobes). (Rate per cwt net). Delivery, to include drayage to destination, unloading, including the reassembly of items disassembled for movement, recording overage, shortage or damage, as appropriate and placing in designated rooms in accordance with specifications. (Rate per cwt net) Unpacking including all crates, & cartons. Removing from owner's residence all empty containers, packing materials and other debris accumulated incident to unpacking. (Rate per cwt net).	\$
ITEM 706 SPECIAL SERVICE	a. Services ordered other than normal duty days and hours. b. Other services as authorized under the Extras clause.	Services will be paid based on the amounts listed in Tariff 400NG for domestic, and the International Personal Property Rate Solicitation.
ITEM 707 ADDITIONAL MILEAGE	Additional drayage mileage beyond zone. (Rate per cwt net/mile)	\$
SERVICE AREA:		

Description of Zones for Item 705 above.

Zone 1		
DPM TSP CERTIFICATION STATEMENT		
I hereby certify that I have valid operating authority for zones in which I have submitted rates.		
TYPED NAME (LAST, FIRST, MIDDLE INITIAL)	SIGNATURE	DATE SIGNED

C. Technical Provisions

1. Scope:

- a. This TOS applies to services which the Government may require the movement, drayage and storage of personal property and related services. This TOS does not obligate the Government to issue any orders for any services. Should the Government order such services, the work to be performed will be those services in the Schedules awarded to the DPM TSP as outlined in individual Item Numbers of the current electronic rate sheets in DPS. Tasks by type of move are reflected in the two Schedule Rate Sheets included. Type of move, Outbound/Inbound or Intra-City/Intra-Area, (Local Move), sheets show which tasks normally apply to each type of move. Specific requirements for each task are described below. If specific instructions or requirements are not provided, commercial standards of services and best business practices are acceptable. The Government will require the DPM TSP to furnish all necessary supervised labor, materials, drayage, vehicle equipment for movement of personal property and the performance of related services as specified in the service order for the DPM Program which the TSP can acquire electronically from DPS.
- b. The purpose of this TOS is to establish the terms and conditions under which the DPM TSP will provide necessary supervised labor, materials, and drayage, vehicle equipment for movement and warehouse space for storage of personal property.
- c. The rights and obligations of the parties to the TOS shall be subject to and governed by the provisions of the TOS and the order(s) issued hereunder. To the extent of any inconsistency between the TOS and any order, the provisions of the TOS shall prevail.
- d. The TOS shall be reviewed annually, as a minimum, and revised to conform to all requirements of statutes, Executive Orders, and the Defense Transportation Regulation (DTR). This revision shall be evidenced by a modification to the TOS and a copy shall be mailed to the DPM TSP.
- e. The following terms used throughout this TOS have the meaning as set forth below:
 - (1) BLUEBARK. The code word used to designate a personal property shipment of a deceased member.
 - (2) Containerization. The stuffing or loading of personal property into exterior shipping containers.
 - (3) DPM: Direct Procurement Method Program.
 - (4) GCWT: Code used to designate gross hundred weight.
 - (5) Issuing Officer. Only authorized or acting Personal Property Shipping Officers may issue Personal Property Government Bill of Lading/Bill of Lading (PPGBL/BL). Such authorized persons may be military personnel or civilian employees of the Government on duty at the issuing office.
 - (6) Material Change: Any change which, if authorized by one party, would vary its rights and duties to the party making the change or injuriously affects its legal relations with third parties.
 - (7) Member/Employee/Owner: The military member, civilian employee or agent thereof for whom services are being provided at Government expense
 - (8) NCWT. Code used to designate the net hundred weight.

- (9) Personal Property. Unaccompanied baggage and/or household goods which includes furniture, appliances, clothing, baggage, all other personal effects of a similar character, professional books, paper, and equipment, and other items authorized by entitlement. Snowmobiles and vehicles such as motorcycles, mopeds, golf carts, and boats are authorized to be shipped. Any substances which are hazardous such as flammables and combustibles may not be shipped. In addition, the following items may not be shipped or stored as personal property at Government expense:
- (a) Automobiles, trucks, vans, and similar motor vehicles; airplanes; mobile homes; camper trailers; farm equipment.
 - (b) Live animals not required in the performance of official duties including birds, fish and reptiles.
 - (c) Cordwood and building materials.
 - (d) Property for resale, disposal or commercial use rather than for use by the member and his or her dependents.
 - (e) Privately-owned live ammunition.
 - (f) Any hazardous materials, but not limited to the ones listed in DTR, Part IV, Appendix I, Examples of Hazardous Materials.
- (10) Program. The Department of Defense Personal Property Movement and Storage Program.
- (11) Regional Program: MANAGER. An individual in the RSMO or SDDC, authorized to enter into and administer the TOS for the DPM program and issue related determinations and findings.
- (12) Service Order Number: A unique service order number which will be generated by DPS. A separate service order number shall be generated for each schedule, [Outbound/Inbound and Intra-City/Intra-Area, (Local Move)]. The service order number will be generated when the shipment is entered into DPS.
- (13) Short Fuse Shipment: Short fuse shipment is a shipment that requires pickup within five business days or as determined by SDDC.
- (14) Storage:
- (a) Temporary Storage. (Storage-In-Transit, SIT), Storage in connection with a line haul movement of personal property that is acquired by PPGBL. Such storage is cumulative and may accrue at origin, at destination, or any combination thereof.
 - (b) Non- Temporary Storage. (NTS), Long term storage that is not used in connection with a line-haul movement of personal property.
 - (c) Storage Period. The period of time the DPM TSP has possession of the property pursuant to Government orders. Specifics for beginning of storage period for Schedule I are listed in C-2.h.5 and 6.
- (15) Transportation Officer: An individual of a using activity authorized to issue the Service Order for the DPM Program and Related Services, under this Tender of Service. The individual may be the Transportation Officer/Traffic Manager or his representative so authorized.
- (16) Unaccompanied Baggage. That portion of the member's authorized weight allowance of personal property which is not transported free on a ticket used for personal travel and

which is shipped separately from the bulk of the household goods. This shipment may be shipped by the expedited transportation mode. Examples are: personal clothing; professional books and equipment needed on arrival for performance of official duties; pots, pans, linens, and other light housekeeping items; collapsible cribs, playpens and baby carriages; small radios, portable televisions and small tape recorders, CD/DVD players; special equipment required for patients; and other items required for the health, comfort, and morale of the member.

- (17) Using Activity. An installation, base or command of a military department or a Government agency which has been properly authorized to issue service orders under this Tender of Service.

2. General Requirements:

a. Pre-Move Survey: (Schedule I - Outbound, Schedule II - Local Move)

- (1) On-Site. I agree to perform a pre-move survey on shipments estimated at 3,000 pounds or more, at origin points within a 50-mile radius of the warehouse. I understand this requirement will apply to only those shipments on which I am provided a minimum of 5 working days advance notice of the pickup date requirement.
- (2) Telephone Survey. I agree that if a telephone number is provided five (5) days in advance of pickup, I will make a telephone contact pre-move survey for shipments of lesser weights than indicated above, or for shipments with origin points exceeding 50 miles of the warehouse.
- (3) Time Frame. I agree to conduct the physical pre move survey at a time and date which is mutually agreed upon with the member/employee but not later than 72 hours prior to the scheduled pack or pickup date. Any pack/pickup date changes will be updated in DPS.

b. Weighing:

- (1) The gross, tare, and net weight of all shipments will be provided to the Transportation Officer and entered into DPS within 3 business days by the DPM TSP. The weights provided to the Transportation Officer will be on weight tickets obtained from a U.S. Government scale (if available), public scales properly certified by a state inspector of weights and measures in accordance with (IAW) the regulations of the state or district having legal jurisdiction over the scales, or a certified warehouse platform scale. All personnel designated to operate the scales shall be licensed or otherwise qualified as weigh masters if required by the state, commonwealth, or district. When a metric scale is utilized, the DPM TSP will use 1 kilogram per 2.2 pounds for conversion.
- (2) The tare weight shall be obtained prior to the loading of any shipments, by weighing the vehicle with all pads, dollies, hand trucks, ramps, and any other equipment necessary to perform the contract. No persons shall be on (or in) the vehicle at the time of weighing. The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighing when tare weighing is the first weighing performed. The gross weight shall be obtained, on a separate ticket, by the same procedures, after the vehicle has been loaded. The same weight ticket may be used only if both weights are obtained at the same scale. The net weight of the shipment shall be obtained by deducting the tare weight from the gross weight.
- (3) The DPM TSP shall submit weight tickets, reflecting gross, tare, and net weight, the service member's name, rank, shipment number, location/address of scales, name of the DPM TSP, van or trailer number and signature of the qualified weigh master. No other

alterations shall be made. The original of the weight ticket shall be furnished to the Transportation Officer, and a true copy shall be retained by the DPM TSP, in the member's file.

- (4) When scales are not available or their use is not practical, the application of a constructive weight of seven, (7), pounds per cubic foot will be used provided prior written approval is obtained from the Transportation officer. (See Paragraph C.2.b5 for constructive weight of Professional Books, Papers, and Equipment (PBP&E), (also known as PRO or PRO-Gear).
- (5) When PBP&E are included as part of the shipment, the weight of each item individually described on the inventory will be entered on the same line of the inventory next to the description. The total weight of such articles will be annotated separately on the inventory and packing list. The PBP&E weight may be obtained using bathroom or platform type scales. If it is not possible or practical for the TSP to weigh the items at the time of packing and pickup, and there is no cube indicated on the inventory, a constructive weight of forty, (40), pounds per cubic foot will be used for PBP&E.
- (6) For Schedule I, Outbound/Inbound personal property, the DPM TSPs will bill on the origin net weights for HHG and the origin gross weight for UB. Both weights to be obtained from DPS, unless a reweigh is ordered. When a reweigh is ordered, the DPM TSP will be paid on the lower of the two weights.
- (7) The Inbound DPM TSP will bill on the origin weights obtained from DPS as entered by the Outbound DPM TSP. When a reweigh is ordered, for billing purposes, DPS should always use the lower of the two weights.
- (8) DPS shall automatically generate a reweigh request for a shipment/s exceeding the customer's weight allowance. To calculate DPS will use the actual net weights of all known shipment/s in DPS moving under a specific order. For NTS moving under the same order, DPS will use the estimated weight in the absence of an actual weight. Reweigh requests will only be processed for shipment/s that have been set up for delivery. DPS shall not allow reweighs on HHG shipments weighing less than 500 pounds or UB shipments weighing less than 100 pounds, unless the customer has exceeded their authorized weight allowance, or reweigh has been pre-approved by the PPSO. DPS shall insert an accessorial in the queue for pre-approval (pre-approval request). NOTE: This would be necessary for customer generated requests.
- (9) Once a reweigh request is received, the DPM TSP, upon request will enter in DPS, the date, time and location of the reweigh. DPS shall notify the customer and the PPSO via their e-mail of the reweigh, to allow the customer and/or the PPSO the opportunity to observe the reweigh. If the reweigh information should change, DPS will forward an updated e-mail to the customer and the PPSO. The responsible PPSO will also be able to see approved reweighs in their reweigh QA queue (Need to create a REWEIGH Functional Area and Pending Count), so that the PPSO can see that there are reweighs.
- (10) Once a reweigh is performed, the DPM TSP must enter the reweigh information (gross, tare, net weights, weight ticket number and reweigh date) into DPS within 3 business days of completion of the service. DPS shall notify the PPSO when reweigh data is entered by the DPM TSP and shall update the Inbound PPSO queue with the reweigh weight.
- (11) Billing Procedures. For Continental United States (CONUS) activities, to include Hawaii and Alaska, shipments are payable on the basis of 100-pound minimum gross weight for Unaccompanied Baggage (UB) and a 500-pound minimum net weight for

HHG. For overseas activities, excluding Hawaii and Alaska, shipments are payable on the actual net weight shipped.

- (12) Actual pieces, weight, and cube of the shipments will be entered into DPS by the DPM TSP. The DPM TSP will then print the Original PPGBL/BL and provide it to the freight driver. For OCONUS shipments the origin DPM TSP will print the Transportation Control Movement Document, (TCMD) and will provide it to the freight driver with the Original PPGBL/BL.

c. Time Requirements:

- (1) The Transportation Officer will normally give the DPM TSP notice to commence services ordered herein at least one full workday prior to the date specified for pickup. Oral orders will be confirmed in writing within two workdays following order acceptance by the DPM TSP. The DPM TSP will be available to receive orders between the hours 0800 and 1700. Upon request, the DPM TSP will provide information as to whether the service will be performed between the hours of 0800 to 1200 hours or between the hours of 1200 to 1700 hours, based upon the best information available.
- (2) In unusual situations, it may be necessary for the Transportation Officer to direct performance of services at specified times or days. When services are ordered for other than normal duty days and hours, then charges are applicable under the rate sheets for Item 702a for Schedule I, Outbound/Inbound, and Item 705a for Schedule II, Intra-City/intra-Area, (Local Move).
- (3) Outbound short fuse shipments. Short fuse shipments are shipments that require pickup within five business days or as directed by SDDC. Failure to accept a short fuse shipment is not grounds for a suspension.
 - (a) Once the Transportation Officer has identified a shipment as being short fuse, all DPM TSPs in the AOR of the shipment, are notified simultaneously via DPS.
 - (b) The Transportation Officer must then take action to ensure the customer's shipment is serviced (e.g., shipment given to the DPM TSP with the highest BVS with a 10% Expedited Pickup Charge for shipments awarded within 3 business days or less, contact the customer to obtain an alternate date, or ship via alternate mode of service). The DPM TSP awarded the shipment in DPS receives that shipment as a bonus (over and above the normal distribution within the quality bands).
- (4) The DPM TSP will not begin pickup or delivery services at a member/employee's residence before 0800 hours or after 1700 hours without prior approval of the Transportation Officer and the member/employee. The DPM TSP will not begin any service that will not allow completion by 2100 hours without approval by the Transportation Officer and the member/employee by 1630 hours of the scheduled date. When services cannot be completed on the scheduled date, the DPM TSP will notify the Transportation Officer and the member/employee. In case of an approved suspension of operations, the DPM TSP will assure his/her return the next workday at 0800 hours to complete the services.
- (5) Containerization shall be performed at the DPM TSP's facility only when it is ordered by the Transportation Officer prior to the service being performed. When this service is ordered, the shipment will be picked up on the date and within the hours specified. Unless a longer period is authorized by the Transportation Officer, the maximum containerization time allowed at the DPM TSP's facility will be three (3) business days following the specified pickup date for the shipments. Items waiting for the completion

of containerization or containers waiting for completion of handling in services will be protected at all times.

- (6) The DPM TSP will accept from commercial carriers and pickup from commercial, air, water, and military terminals inbound DOD and US Coast Guard shipments. The DPM TSP will notify the Transportation Officer upon arrival of a shipment at its facility but not later than 1200 hours of the next business day. Delivery will be affected within three business days following the date of the DPM TSP's arrival notification unless otherwise specified. For shipments in storage, the DPM TSP will affect delivery to the residence within three business days following notification for delivery by the Transportation Officer (e.g., Transportation Officer calls on Monday, personal property will be delivered on or before Thursday). The DPM TSP will not deviate from the specified delivery date unless approved by the Transportation Officer.

d. Preparation, Packing, Loading, and Containerization:

- (1) Personal property will be prepared, packed, loaded, and containerized for all types of shipments destined for the CONUS or Outside CONUS (OCONUS).
- (2) The DPM TSP will perform all preparation and packing in a manner requiring the least cubic measurement, producing packages that withstand normal movement without damage to the container or contents and at a minimum of weight. All shipments will be protected from the elements (rain, snow or sun) and theft at all times.
 - (a) Items of unusual nature may require disassembly service by a third party. The DPM TSP will not arrange for third party servicing without the authorization of the Transportation Officer. Charges for unusual services will be covered under Section K-2 EXTRAS of this Tender of Service. The charges for third party service will be billed by the DPM TSP as a separate charge on the invoice and supported with two copies of the third party Company's invoice. Examples of such items are: Shrinks, wall units, grandfather clocks, grand pianos etc.
 - (b) The DPM TSP will not be required to disassemble swing sets, outdoor recreation equipment, television and radio antennas, and similar articles. The member/employee will disassemble these items. Items disassembled by the member/employee will be shown in the remarks section of the inventory as Disassembled by Owner (DBO).
 - (c) Member/Employee Packed Items. Items already packed by the member/employee will be inspected and repacked when necessary, by the DPM TSP. The DPM TSP has the right to inspect all items and will use the appropriate carton(s) to pack all items (i.e., clothes in wardrobe boxes or property in plastic totes) thereby affording items the proper protection. DPM TSPs will ensure that items are shipped in sealed cartons for stacking in trucks/crates and to avoid pilferage. Therefore, one of two things must occur:
 - 1 Let the DPM TSP pack all contents in cartons and then stack empty plastic totes or tubs separately for onward movement, or
 - 2 Let the member/employee provide an already-packed tote/tub. The DPM TSP will then inspect and decide the following:
 - a Empty the tote/tub and place its contents in a carton, or
 - b Ship the tote/tub as is with contents. It will be the DPM TSP's responsibility to place the tote/tub in an approved carton or container for safe movement. If the tote does not fit in an approved carton, the contents

of the tote/tub will be placed in the approved carton and the tote/tub will be included separately in the remainder of the shipment. Tape may not be placed directly on the tote/tub.

3 The above decision is at the DPM TSP's discretion. Members/employees cannot insist that the contents must remain in the tote/tub since the DPM TSP assumes liability for the tote/tub and the contents.

- (3) When the Transportation Officer authorizes tailgate loading, the load will not extend beyond the surface of the tailgate or beyond the surface of the vehicle. The tailgated items will be protected from inclement weather by a suitable covering.
 - (4) Containerization of outbound shipments will be done at the member's/employee's residence, unless otherwise authorized by the Transportation Officer. The DPM TSP will perform all exterior containerization services as prescribed in Paragraph C-2f.
 - (a) Firearms. When firearms are included in containerized shipments, they will be placed in the number one container in such a manner as to permit easy withdrawal for inspection. All firearms shall be protected from loss and damage during drayage and storage. They shall be identified on the inventory by make, model, caliber or gauge, and serial number.
 - (b) Boats. Boats may include, but are not limited to, the following: canoes, skiffs, light rowboats, kayaks, and sailboats. The DPM TSP will be required to accept a boat and/or boat trailer less than 14 feet in length and less than 500lbs in weight. The member/employee will be responsible for any special crating or materials needed to move the boat by DPM.
 - (5) Security Seals. All exterior HHG/UB containers and boxes, including overflow and oversize boxes and rug tubes/cartons, will be sealed with accountable seals at the member's/employee's residence, unless otherwise authorized by the Transportation Officer. Sealing will be completed prior to any movement and the seal (control) numbers entered on the inventory, cross-referencing the container number. Two seals, as a minimum, for UB, will be used per box and seals will secure the access overlap top and ends. If only two seals out of a set of four are used, the seals not used will be destroyed at the time of sealing or given to the member/employee. Four seals, as a minimum, on HHG, will be used per box and seals will secure the access overlap door and side panels.
 - (6) Removal of Debris. Packing and loading at the origin will include, as a minimum, removing from the member's/employee's residence all empty DPM TSP-provided containers, packing materials, and other debris accumulated incident to packing and loading unless specifically waived by the member/employee in writing.
- e. Tagging, Inventorying, and Packing List:

The DPM TSP, in coordination with the member/employee, will prepare an accurate, legible, HHG/UB descriptive inventory. The DPM TSP will count and examine all goods tendered for shipments, receipt for them, and make written exception for any goods not in apparent good order. All tagging will be accomplished prior to the removal of goods from the residence.

- (1) Inventory Identification. Each carton will be marked to indicate the general contents and member's/employee's last name. Each carton will be tagged and inventoried as a separate inventory line item. Identify the cartons by type and cube with an indication of general contents, such as, linens, pots and pans, mirror carton, 3.5 cubic feet.

- (2) Inventory Symbols. The “Exception Symbols” and “Location Symbols,” as listed on the inventory sheets will be used to describe locations and exceptions. Locations and exceptions will be true and accurate. The omission of exception symbols will indicate good condition except for normal wear. Describe in as much detail as possible items of furniture; for example, television sets will be identified as being either “color” (C), “black and white” (B&W), “liquid crystal display) (LCD), plasma, console, flat screen or portable. The DPM TSP will annotate the make, model, and serial number of all electronic items when the information is visible on the outside of the item.
- (3) For PBP&E, ensure that the term Member Pro-Gear, (MPRO), or Spouse Pro-Gear, (SPRO), is used to identify such articles on the inventory, together with the cube and weight of the individual carton; a line entry item for each container, such as, carton MPRO/SPRO, 3 cubic ft., 53 lbs. These items identified by the member/employee will be separated from other items of the shipment, weighed separately, and placed in separate boxes or cartons to provide safe transportation. The symbol MPRO/SPRO will be used. The total weight of the packed professional items will be recorded on the last page of the inventory and on the packing list for outbound shipments.
- (4) Items disassembled by the DPM TSP will be shown in the remarks section of the inventory by using the current acronym “CD”. Items disassembled by the member/employee will be shown in the remarks section of the inventory as DBO. When an article is packed in an original container furnished by the member/employee, the inventory will indicate the type of article and will be shown as DPM TSP Packed by using the current acronym “CP.
- (5) Motorcycles, mopeds, and motor scooters will be inventoried as one line item, listing their serial number, make, year, model, and odometer reading. For international shipments, ensure one copy of the title and/or registration is attached to all copies of the PPGBL/BL/Commercial Bill of Lading/Transportation Control and Movement Document (TCMD).
- (6) When the Transportation Officer permits the DPM TSP to partially containerize a shipment at the warehouse, each item removed from the residence will be annotated on the inventory as Containerized at Warehouse (CW).
- (7) Inventory Form. The inventory form will bear the signature of the member/employee, and date signed, together with the signature of the DPM TSP’s representative and date signed certifying to its accuracy and completeness.
- (8) The DPM TSP will prepare the inventory in five copies for outbound HHG and UB shipments and in three copies for local drayage moves. The original and all copies will be legible and will bear the name and complete mailing address of the DPM TSP. The original inventory will be furnished to the ordering officer, the DPM TSP will retain one copy, and one copy will be given to the member/employee. For HHG and UB, the DPM TSP will place in a waterproof envelope secured to the No. 1 container: one copy of the inventory; one copy of the DD Form 1299, Application for the Shipment and/or Storage of Personal Property, and if an overseas shipment, one copy of the member’s/employee’s orders and custom’s document. Additionally, for HHG, the DPM TSP will place an envelope containing the following documents in an easily accessible location inside the No. 1 container: one copy of the packing list and Exception Sheet for shipments released from Non-Temporary Storage (NTS). For unaccompanied baggage shipments, the DPM TSP will place one copy of the member’s/employee’s orders inside the carton prior to sealing. The member/employee will be required to furnish all necessary copies of their orders.

- (9) Annotate the receiving document or inventory to show any overage, shortage, and damage found, including visible damage to external shipping containers and condition of security seals every time custody of the property changes from a storage TSP (warehouseman) to the DPM TSP or from one TSP or carrier to another. When available, use the same inventory prepared at origin to verify delivery and condition of the articles at destination.
 - (10) Packing Lists. The DPM TSP will prepare a packing list at the time the goods are packed, noting the number of each piece, the weight, and the cubic measurement.
 - (11) Removal from NTS. When the personal property is to be removed from NTS, the DPM TSP will obtain from the NTSTSP two legible copies of the NTS inventory and in conjunction with the NTSTSP, check each item of the storage shipment IAW such inventory. If at the time each item is checked there is a difference in condition of the item from that listed on the NTS inventory, the DPM TSP will prepare an Exception Sheet and such differing conditions will be noted thereon. When the DPM TSP elects to make a new inventory, differences as to condition of individual items, as compared with the NTS inventory, will be shown on an Exception Sheet as described above. In the event the opinions of the DPM TSP's representative and storage TSP's representative differ as to shortages and overages or condition of an item(s), both opinions will be listed on the Exception Sheet and separately identified as to the source. Both parties will sign and date the Exception Sheet, each retaining a legible copy for their respective files. Such an Exception Sheet will remain an internal industry document. In the event a claim is filed, the DPM TSP will provide legible copies of the Exception Sheet to the claims officer.
 - (a) Preparation of Inventories. Inventories prepared on shipments released from NTS will indicate the same article identification and item number as on the NTS inventory or a cross-reference will be made on the new inventory indicating the item number and identification from the NTS inventory. The use of legible photo reproductions of the NTSTSP's inventory in lieu of preparing a new inventory is permissible.
 - (b) Identify personal property by affixing a tag or tape to each article (not applicable to individual items in packing containers). Each shipment will be separately identified by service order number. Each article will be assigned a number that will correspond with the item number shown on the inventory form. The type of identification used and the method of affixing it to the article will be such as not to damage any article so identified.
 - (c) Identify items disassembled or serviced by DPM TSP or by third party at origin and record such items in the remarks section of the inventory.
- f. Containers and Vehicles:
- (1) DPM TSPs will have the option to utilize both Commercially Owned Containers, (COC) and Government Owned Containers, (GOC). Both COC and GOC shall be built IAW Commercial Standard ASTM-D4169-01, Standard Practice for Performance Testing of Shipping Containers and Systems, those meeting ASTM-D6251, and wooden overflow and oversize containers purchased or received by the DPM TSP under the Schedule I, Outbound/Inbound Services TOS. Although COCs are the preferred containers for the DPM program, GOCs will be used to the extent as they are available.
 - (a) Both COCs and GOCs will be free of defects (holes, loose or broken framing, missing skids, caulking repairs, or separated plywood). Unacceptable containers

are those that have been extended to accommodate oversize or overflow items, any panel bowed or bulging beyond their normal conformity, those with deteriorated plywood (either rotted or delaminated), those caulked on outside seams or joints, and those patched without the use of caulking compound. Patches on the outside surfaces are not acceptable because they increase the overall dimension and are subject to being scraped off during handling. The floor will be solid and all skids installed and in sound condition.

- (b) Both COCs and GOCs must conform to USDA requirements for Wood Packaging Materials (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM must be constructed from Heat Treated (HT) lumber (HT to 56 degrees centigrade for 30 minutes) and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC), Incorporated or an equivalent organization recognized by the host nation's government for WPM procured outside the United States (US) IAW WPM policy and WPM enforcement regulations (<http://www.alsc.org>), (*) **Non-DOD Website**. Wood fumigated with methyl bromide is not authorized for use in the shipment of HHGs as damage may occur to the HHGs. All materials must include certification markings IAW ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings will be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load will also comply with International Standards for Phytosanitary Measures Publication No. 15, International Standards for Phytosanitary Measures (ISPM): Guide lines for Regulating Wood Packaging Material (WPM) in International Trade and be marked with an ALSC approved dunnage stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. Additional information on WPM requirements can be found at (<http://www.aphis.usda.gov>) (*).
- (2) Containers for articles such as large pieces of marble or glass table tops that require more protection than the standard packing techniques will be constructed IAW ASTM D6039/D6039M-02, Standard Specification for Crates, Wood, Open and Covered. These containers will be used for interior packing purposes.
- (3) Skids. Any container that will be handled with a forklift will be constructed with two or more skids. All wooden containers entering the Defense Transportation System (DTS) with a gross weight of 100 pounds or more or with length and width dimensions of 48 inches by 24 inches or more will be equipped with two skids of not less than a minimum of 3 inches high and 3 1/2 inches wide. Skid sizes will be IAW ASTM-D6251.
- (4) Banding. Containers of plywood construction will be banded IAW Commercial Standard ASTM D3953-02, Standard Specification for Strapping, Flat Steel and Seals or of equal quality with nonmetal banding.
- (5) Cooping of COCs and GOCs. All repairs to COCs and GOCs will be done prior to arrival to residence. Any patches made to repair the containers, will not increase the overall container dimensions.
- (6) Markings. The DPM TSP will mark all COCs and GOCs by stenciling with letters at least one inch high. Freehand marking will not be used. Felt tip markers will not be

used. All old shipment markings will be obliterated prior to being brought to origin residence for loading. Each container will be stenciled with all required elements.

- (a) Permanent markings on containers will be legible and conform to Commercial Standard ASTM-D4169-01. The following permanent markings will be stenciled in black letters 1 1/2 inches high, Location of Permanent Markings on ASTM-D4169-01:

COC Containers	GOC Containers
On one side and one end:	On one side and one end:
USE NO HOOKS STORE UNDER COVER	USE NO HOOKS STORE UNDER COVER US PROPERTY SDDC APPROVED
In the appropriate places:	In the appropriate places:
CENTER OF BALANCE LIFT HERE FORKLIFT HERE	CENTER OF BALANCE LIFT HERE FORKLIFT HERE

- (b) On Commercial Standard ASTM-D4169-01, the following additional permanent markings will be stenciled on one side and one end toward the top of the container in black letters 2 inches high. The DPM TSP will stencil the word “UP” with an arrow pointing to the top of the container. Then under “UP” on an orange background not to exceed 8 x 10 inches in black letters approximately 2 inches high, the DPM TSP will stencil “DPM.” The word “EXPEDITE” will be symmetrically spaced below in 1 1/2 inch high black letters.
- (c) Shipments identified as “BLUEBARK” will be stenciled in 1-inch letters with the code word BLUEBARK above the PPGBL/BL number.
- (d) As a minimum, the property member’s/employee’s last name will be legibly hand written or stenciled on all containers prior to departure from the origin residence, warehouse, or other pickup point.
- (e) Permanent markings on DPM HHG, Container Marking for Household Goods, and UB, Markings of Unaccompanied Baggage containers will be legible and conform to Commercial Standard ASTM-D4169-01. DPM HHG and UB containers will have a completed Military Shipping Label (MSL) affixed on one side and one end panel for all shipments entering the DTS, except for duffel bags and similar packages which will have an MSL affixed to one surface. The MSL for Personal Property, requires human-readable information as well as linear and 2-dimensional bar codes. The human readable and linear bar coded portions of the MSL are prepared as described below and the 2 –dimensional bar code is prepared IAW DTR, Appendix R.

If the shipping container does not lend itself to the application of the label, or if the label would cover or interfere with other required markings, the label will be attached to a general purpose tag or a placard. The general purpose tag or placard will be tied, wired, or otherwise fastened to the shipment unit or movement conveyance.

- (f) The following listed human readable data and Code 39 linear bar codes will be placed on each MSL. Some entries are keyed to numbered blocks on the MSL, and some are in addition to that form’s requirements. The human readable unit of

measure will be provided in US standard terms (e.g., pieces, inches, feet, pounds for measured items) and the data values will be rounded up to the nearest whole number with leading zeros suppressed. Also see Military Standard-129, Department of Defense Standard Practice, Military Marking For Shipment and Storage, and ANSI MH10.8.1.

- 1 Transportation Control Number (TCN): Human readable and linear bar code using 1/2 inch high Code 39 format.
- 2 Transportation Account Code (TAC), PPGBL/BL Number, and Carrier.
- 3 From: The consignor Department of Defense Activity Address Code (DODAAC) and in-the-clear address.
- 4 Type Service: In-the-clear text (e.g., TGBL Code J). The clear-text descriptions may be derived from the personal property TCN field 15 descriptions.
- 5 Ship to/POE: Three-digit air/sea Port of Embarkation (POE) code, and enough space for 5 lines of up to 35 characters for the in-the-clear address.
- 6 Transportation Priority: Bold text 3/4 inches tall.
- 7 POD: Three-digit air/sea Port of Debarkation (POD) code or blank.
- 8 Consignee/Mark For: Member's/Employee's Name followed by the consignee DODAAC and/or Mark For in-the-clear address, and linear bar code using 1/2 inch high Code 39 format.
- 9 Weight: Actual gross weight (this piece) with unit of measure. Do not zero fill.
- 10 RDD: Three-digit code or blank. Blank for classified Unit Move.
- 11 Cube: Cube (this piece) with unit of measure. Do not zero fill.
- 12 Tare Weight: Weight of container before loading personal property.
- 13 Date Shipped: Four-position code or in-the-clear date. Blank for Unit Move.
- 14 Net Weight: Weight of personal property loaded into a container.
- 15 Piece Number: Piece number of this shipment (of Total Pieces) and a linear bar code using 1/2 inch high Code 39 format. Do not zero fill. Piece Number and Total Pieces may be expressed as "Piece Number of Total Pieces" to save space on the label.
- 16 Total Pieces: Total number of pieces in this shipment. Do not zero fill.
- 17 PDF417 2D symbol IAW with DTR, Appendix R.

NOTE. Social Security Number will not be stenciled on the container unless it is a part of the TCN. Failure to comply will be considered a violation and action will be taken by the RSMO, and SDDC.

- (g) DPM TSPs may optionally stencil shipment markings in addition to the MSL on the outside of containers. Freehand marking is not acceptable. Markings will be proportional to the available space on the container. Old markings not applicable to the current shipment will be permanently obliterated before the container's arrival at the member's/employee's residence. One copy of the member's/employee's orders will be placed in each container used to ship UB.

When an order applies to more than one member/employee, the name of the member/employee to whom the baggage belongs will be identified.

- (h) **Overflow Containers.** Overflow containers will be limited to use for those items that accumulate over and above that which can be packed into a standard container. The construction of an overflow container will be IAW ASTM-D6251. The overflow container normally is of lesser size than ASTM-D4169-01 containers and will be limited to one per shipment.
 - (i) **Oversize Containers.** Oversize containers will be limited to use for a single item that exceeds the dimensions of and cannot be accommodated into a standard container, and therefore requires a specially built container. One or more of this type may be required per shipment. These containers will be constructed IAW ASTM-D6251 and the exterior container dimensions furnished to the Transportation Officer.
 - (j) **Other Shipments.** Containers constructed for other shipments will be constructed IAW ASTM-D6251. Other shipments are defined as small shipments that require a lesser size box (container) than specified in Commercial Standard ASTM-D4169-01.
- (7) **Vehicles.** The DPM TSP will ensure that all vehicles used in the movement of personal property will be in safe mechanical condition and in a sound condition so as not to permit damage to personal property. Containers moving by flat-bed equipment in local pickup or delivery service will be covered with a waterproof tarpaulin or other material providing equal protection, when local weather conditions dictate. This waterproof tarpaulin will cover the cargo on the top and sides down to the vehicle bed and all surfaces of the overhang. In any event, such protective covering will be available in local pickup or delivery services.
- g. [Outbound Documentation and Movement](#):
- (1) The origin DPM TSP is responsible for entering all pertinent shipment information such as piece, weight and cube, (P/W/C), in DPS. The information will then be available for all parties in DPS.
 - (2) For all outbound shipments, the outbound DPM TSP will enter the P/W/C in DPS within one business day after pickup.
 - (3) For all outbound shipments moving by a PPGBL/BL, the DPM TSP will provide the original and 3 copies of the PPGBL/BL to the freight carrier when the shipment is picked up. The DPM TSP will electronically upload the completed inventory, and weight tickets to the Transportation Officer not later than seven business days from the pickup date of the shipments.
 - (4) For overseas outbound shipments, the outbound DPM TSP will enter the P/W/C and will prepare the TCMD in DPS.
 - (5) One completed copy of the TCMD will be placed in the waterproof envelope on the number one container, three copies will be given to the freight carrier, and one complete copy will be returned to the origin PPSO.
 - (6) If any container being prepared for air shipment, has an outside measurement greater than 72 inches, the DPM TSP is required to prepare an Outsized Air Cargo Report in DPS.

- (7) Carrier Pickup of Shipments. Within one business day after the property is ready for shipment, the DPM TSP will contact the freight carrier, to arrange for pickup. When shipments are not picked up by the freight carrier by close of business of the next workday, after DPM TSP notification, the DPM TSP will notify the Transportation Officer of the freight carrier's failure to pick-up the shipment not later than 9 A.M. of the next business day.
- (8) Any outbound shipments requiring drayage to an air or sea terminal within the TOS area of performance, the DPM TSP will deliver the shipment to the designated terminal within five business days of the request by the Transportation Officer. For shipments drayed to a terminal, the delivery receipt or transfer document will be returned to the Transportation Officer not later than the next business day following delivery.
- (9) The DPM TSP will input the pickup date of the shipment by the freight carrier in DPS. This process will update the shipment on hand report which will be available for review in DPS.
- (10) On outbound overseas shipments entering the DTS, the DPM TSP will prepare and affix a 2 dimensional and linear bar coded MSL as described in Paragraph C-2.f.e and DTR, Appendix R.

h. Storage:

Shipments shall only be stored in the origin or destination DPM TSP's DOD and U.S. Coast Guard approved facility listed in paragraph C-7g of their TOSs.

- (1) Identification. All outbound shipments will be properly identified by the member's/employee's name, PPGBL/BL number, and service order number. Such identification will be in plain view on each shipment.
- (2) Vehicles will not be used for the storage of shipments. Pickup and drayage includes placing the goods within the facility on the pickup date specified in the order; however, at the latest, the shipment will be placed in the facility no later than the day following pickup. When the DPM TSP chooses to allow the personal property to remain on the truck until the next working day, the DPM TSP will be held liable for any loss or damage occurring during this time without regard to cause.
- (3) All personal property will be stored to maintain a minimum of two inches of clearance from the floor to the undermost portion of the personal property. This elevation requirement will apply after three workdays handling-in period. Items waiting for the completion of handling-in services will be protected at all times. In addition, the property will not be stored in contact with exterior walls.
- (4) Shipping Containers. The contents of containerized shipments will not be removed from containers when placed in storage. Shipment will not be de-containerized prior to delivery to residence unless ordered by the Transportation Officer or the Regional Program Manager.
- (5) Storage Charges. Storage charges for outbound shipments will not commence earlier than the sixth calendar day following date of Transportation Officer's receipt of DPM TSP's notification of completion of containerization service. Storage charges will apply for each 30-day period or computed as a fraction thereof. Date of release from storage will not be considered in computation of storage charges.
- (6) Storage charges for inbound shipments will not commence earlier than the sixth calendar day following date of DPM TSP's notification to the Transportation Officer of arrival of shipment. Storage charges will apply for each 30-day period or computed as a

fraction thereof. Date of release from storage will not be considered in computation of storage charges.

- (7) When the DPM TSP cannot release a shipment from storage or deliver a shipment on the date requested by the Transportation Officer, the storage charges will cease on the requested date instead of the actual date of release.
- (8) The DPM TSP is required to submit an on-hand report for all inbound shipments at the DPM TSP's facility. This report will list all inbound shipments in storage and/or waiting to be delivered. Negative reports are required. The Transportation Officer will identify when reports are to be submitted.
- (9) The Transportation Officer will follow Service guidelines when authorizing additional storage. The Transportation Officer will notify the DPM TSP of the expiration date of storage at government expense.

i. Facilities:

DPM TSP's facilities will meet the guidelines outlined in DTR, Appendix D, Inspection of DPM TSP's Facility. The DPM TSP's facility will be initially inspected and approved by a representative from the RSMO or SDDC, for compliance with this TOS and the standards and regulations stated or referenced therein. Thereafter, inspections will be on a semi-annual basis or, if deemed necessary, on a more frequent basis. Inspections will be conducted per DTR, Appendix E and Sec E.a1 and 2 of this TOS. If a facility is found to be unsatisfactory, it may be placed in non-use under the TOS.

j. Cargo Insurance:

The DPM TSP must provide a certification of cargo insurance reflecting coverage on a continuous basis in at least the amount shown below to cover legal liability. The certificate will contain the statement that the insurance company will provide the Regional Program Manager, a 30-day written notice of any change, expiration, or cancellation of said policy. The underwriter of cargo insurance will have a rating of "a" or better in current issue of Best's Insurance Guide. The certificate will be prepared with original signatures and provided to the Regional Program Manager. The following is the minimum cargo liability coverage required: For both domestic and international shipments is \$50,000.00 per shipment.

k. DPM Delivery, Unloading, and Unpacking:

- (1) The DPM TSP will input the arrival of inbound shipments into DPS not later than the next business day following the arrival of the shipment. The information inputted into DPS will contain the following information for each shipment: Name and rank/grade of the member/employee, PPGBL/BL number, number of pieces, size and type of containers, weight, and name of carrier. When markings on the containers or documents indicate the shipment is of a deceased member/employee (BLUEBARK), this information will also be provided. The above information will be obtained from the available documents or containers.
- (2) Unloading and unpacking, upon delivery to the residence, will include the one-time laying of rugs, assembling of furniture disassembled by the origin DPM TSP, servicing of appliances, and the one-time placement of furniture and like items in the room of the dwelling or a room designated by the property member/employee. The DPM TSP will not be required assemble items disassembled at origin by the member/employee, or to move items after having placed once as designated by the member/employee. Third party services as set forth in Paragraph C-2.d.2(a) will be performed when authorized.

Unless specifically waived by the member/employee, in writing, unpacking services will be performed. The DPM TSP will have the member/employee certify and sign on the inventory or delivery document that unpacking was or was not performed.

- (a) **Unpacking Service.** Unpacking service will consist of unpacking, on a one-time basis, all barrels, boxes, cartons, and crates. The contents will be placed in a room designated by the member/employee. This includes placement of articles in cabinets, cupboards, or on shelving in the kitchen when convenient and consistent with safety of the article(s) and proximity of the area desired by the member/employee, but does not include arranging the article(s) in a manner desired by the member/employee. Unpacking and removing from the member's/employee's premises all empty containers, packing material, and other debris will be performed at the time the goods are delivered to the residence and to the member's satisfaction.

l. Claims:

The provision of FRV to all DOD and U.S. Coast Guard customers provides for the replacement, repair, or payment for the non-depreciated value of lost or damaged items. The liability limits for FRV are the greater of \$5,000.00 per shipment, or \$4.00 times either the net weight of the HHG shipment or the gross weight of UB shipment, in pounds, not to exceed \$50,000.00. For detailed claims and liability procedures see DTR, Attachment G6.

m. DPM TSP Personnel:

The personnel will be qualified to perform the assigned duties. They will be clean, neat and courteous. They will also be required to wear shirts in good repair with company logos. If at any time, they appear to be under the influence of drugs or alcohol, use abusive language, are disrespectful to members/employees, either verbally or in writing, or otherwise improperly perform according to provisions herein, the DPM TSP, when requested by the Transportation Officer, shall replace them. Actions listed in the previous sentence may constitute grounds for immediate suspension of orders placed under this Tender of Service.

3. Special Requirements:

- a. Books. Books shall be placed in cartons or boxes. All books of similar size shall be packed vertically together in rows. Pads of solid or corrugated fiberboard shall be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill out the carton or box and to prevent chafing. Books normally shall be packed not more than two rows high in a container.
- b. Chinaware, Glassware, Crockery, Lamps, Clocks, Jardinieres, Statuary, Vases, and Bric-A-Brac. Use of a clean packing material or other modern method (cell wrap, cell pack, or cells and dividers) of packing is required for the packing of glassware, china-ware, bric-a-brac, table lamp bases, and other similar fragile items. Wrapping and materials used shall be in accordance with the best commercial practices for the items being packed. Items shall be wrapped separately, except groups of flat items may be wrapped in bundles if properly divided and cushioned. The heaviest items shall be placed in the bottom of the containers. Fiber drums, dish packs, and other containers shall be packed as compactly as possible. Padding shall be pressed gently but firmly around each item and as many pieces shall be put in a container as safely possible. Any surface or edge of an article that is fragile must be protected with cushioning. Stemware shall be packed in containers bottom side up, and bundles of plates and dishes shall be placed in containers on edge.

- c. Electrical or Electronic Equipment. Audio/Video equipment, Microwaves, Fans, Heaters, Portable Stoves, Sunlamps, and similar minor appliances. When necessary to protect electrical equipment for safe transportation or storage, such equipment shall be completely wrapped in kraft-type paper or unicellular polypropylene foam and packed in a carton with enough padding to provide insulation necessary to prevent contact between articles and to eliminate movement of any one article in the container. When packing is not necessary, the items shall be properly wrapped or padded for protection.
- d. Kitchenware. All kitchenware shall be packed and padded into containers. The heavier items shall be kept to the bottom of the container.
- e. Linens, Draperies, Clothing and Like Items. Linens, towels, bedding, draperies, and other items of this type shall be packed into cartons which shall be completely sealed at residence. Clothing shall not be stored in closet bags. For Schedule I, Outbound, flat wardrobe cartons shall be furnished for clothing and all hangers must be removed from clothing. For Schedule II, Intra-City/Intra-Area, only upright wardrobes shall be used, and no articles other than clothing on hangers shall be packed therein.
- f. Mirrors, Pictures, Paintings, Glass or Marble Table Tops, and Similar Fragile Items. These articles shall be wrapped, properly cushioned, and packed in a crate or container (glass or mirror pack, dish pack) specifically designed for that purpose. When it is determined that crating of other than the above listed items is required, the DPM TSP must obtain approval of the Transportation Officer before performing such services. Not more than four articles shall be packed in any one crate or container. Specifications for packing mirrors are applicable to glass tops, glass faced pictures, and paintings. Such items shall be stored on edge. Marble table tops shall be packed separately. Small pictures, mirrors, and other items of this type shall be packed carefully into cartons, and cushioned to prevent shifting or damage.
- g. Lampshades, Ornaments, Toys, Etc. All lampshades, Holiday ornaments, small toys, and other items easily crushed shall be wrapped and placed in cartons and shall be insulated from carton walls and from other items. Lampshades shall be wrapped individually with clean paper (not newspaper), or new unicellular polypropylene foam, placed in cartons, and cushioned to prevent shifting or damages.
- h. Silverware. Silverware shall be packed in cartons of proper size to fit articles being packed without loss of space. Each item shall be wrapped with non-tarnish tissue paper (without sulfur) and appropriate pads shall be used to insulate and secure pieces in place. Cream pitchers, sugar bowls, and similar items shall be wrapped and cushioned in corrugated fiber cartons prior to being packed. Any items containing salt shall be emptied.
- i. Mattresses. All mattresses, regardless of size or construction, including box springs, must be placed in cartons of appropriate sizes and completely sealed at residence. All cartons used, including those improvised on site, shall be new and have a minimum bursting strength of 200 pounds per square inch. Foam rubber and cotton mattresses shall be stored horizontally and not under pressure from other items.
- j. Upholstered Furniture. Upholstered furniture, to include wicker and wood frame with cushions, shall be protected during shipment by wrapping in kraft-type paper, furniture pads or shrink-wrapping. Mattresses shall not be removed from hide-a-beds and/or sofa beds. Removable cushions shall be included/wrapped with the master pieces.
- k. Rugs. All rugs, rug pads and carpets shall be properly rolled (not folded) and protected at residence whenever necessary to provide safe transportation. All rugs, rug pads and carpets will be shipped without folding or crushing any portion of the rug, carpet, or pad.

- l. Records, Video Cassettes, Computer Disks, Compact Disks and DVDs. These items shall be packed, shipped and stored in such a manner that they are standing vertically and protected so as to prevent physical damage.
 - m. Firearms. All firearms shall be protected from loss and damage during shipment and/or storage. They shall be identified on the inventory in accordance with paragraph C-5b and if the shipment is placed in SIT, or converted to NTS, the firearms shall be stored with the bulk of the shipment. If a firearm is discovered to be missing, the DPM TSP shall immediately notify the RSMO or SDDC of the occurrence. **DPM TSP's may be placed in non-use status by the RSMO or SDDC for each incident.** If there are repeated occurrences of this nature, this may be cause for permanent disqualification from the DPM TSP program.
4. Handling and Operating Requirements:
- a. Preparation of Articles:
 - (1) Articles having surfaces subject to damage by scratching, marring, or chafing shall be wrapped, at the time of loading, in furniture pads, covers, or other acceptable wrappers which are part of the DPM TSP's regular equipment.
 - (2) All nuts, bolts, and screws removed from personal property in preparation for shipment shall be placed in a suitable bag, properly labeled and securely attached to the article from which removed. Component parts of a master item, removed for any reason, shall be securely wrapped into package form, identified as to contents, numbered and cross-referenced on the inventory to the master item from which removed.
 - (3) All articles shall be removed from chests of drawers, bureaus, clothes hampers, etc., and packed in appropriate containers prior to shipment. Articles/items which are packed in dressers and chests must be light in nature, non-breakable and of a character not normally susceptible to pilferage. Further, the chest/dresser must be of a reasonably sturdy construction to accept the additional weight packed therein without undue stress being placed on the chest/dresser which may cause damage. When articles are determined to meet the above criteria and packing within a chest/dresser is acceptable, the packed articles must be wrapped/cushioned to prevent shifting and movement during transit. As a minimum unprinted newsprint or other acceptable cushioning materials will be placed over the articles remaining in the chest/dresser and all void areas will be filled. Additionally, when articles remain in chests and dressers, the Household Goods Descriptive Inventory and/or warehouse receipt will be annotated to clearly and accurately describe the contents. The inventory will be further identified as TSP packed by using the acronym CP.
 - (4) Nothing shall be packed in washers, dryers, refrigerators, freezers, stoves, or other major appliances except such items as electrical cords, connecting hoses and similar items which are required as an integral part of the appliance in its normal operation.
 - b. Appliance Servicing. Servicing, as used herein, consists of the following phases: (1) Preparing the appliance at origin residence, as opposed to normal wrapping and packing already provided for, so that they will safely withstand shipment and storage in SIT, and, (2) reversing the preparation when property is drayed to destination residence as per Schedule I, Item 006. Servicing shall apply to major household appliances which have free-moving parts, mechanisms, attachments, or accessories, the movement of which, if not properly serviced, would either damage the appliance or render it inoperative. Such servicing shall be in accordance with recommendations of the equipment's manufacturer. Examples of such appliances are washing machines, dryers, ironers, refrigerators, sewing machines, stereo systems, and other similar major appliance items. Servicing includes securing all loose and

- moving parts of washing machines, ironers, sewing machines, and similar items; securing the chassis of radio and hi-fi/stereo sets; and fastening motors. When property is drayed to residence as per Schedule I, Item 704, servicing includes loosening chassis and similar functions necessary to place the appliance in an operating condition. Servicing does not include repairing the mechanical parts of the appliance at origin or when delivered to residence. Examples of disconnecting or reconnecting services not authorized are: removal or installation of television antennas; removal or installation of air conditioners; or plumbing, electrical or carpenter services, etc. When an appliance has been serviced at origin, such appliance shall be tagged, labeled, or clearly marked to indicate what must be done to replace the item in working condition at destination. In the event that servicing is not required, as per manufacturer's recommendation, a tag or label shall be affixed to indicate "no servicing required". Any and all servicing shall be the responsibility of the DPM TSP, whether such servicing is accomplished by the DPM TSP or by a servicing activity engaged by the DPM TSP. The DPM TSP shall also take necessary measures to protect the interior parts of refrigerators, deep freezers, and similar items to prevent damage by mold or mildew during the storage period.
- c. Gummed Tape, Labels, Adhesives. Gummed tape, labels, or other forms of adhesive applied to finished surfaces of personal property for identification or protection will damage property if left on the property for extended periods of time. In the placing of labels for identification purposes, care shall be taken to place the labels on the backs, inside or underneath portions in order to avoid damage. Adhesives applied to protect property from damages that may occur in handling and shipping shall be removed prior to shipping or placing the property into storage at the destination SIT warehouse.
 - d. Marking. Articles shall be properly identified at the time of pickup by affixing a numbered tag or tape to the article or packed carton/container. The member's name and the contents of cartons and containers shall be indicated with a marker using general terms such as linens, dishes, kitchen-ware, mirrors, etc. Each article, carton, or container shall be assigned a number which must correspond with the piece number indicated on the inventory. Each shipment shall be separately identified by being assigned by DPS a service order number; each article, carton, or container shall have the service order number affixed thereon. The type of identification used and the method of affixing it to the article shall be such as not to damage any article so identified. All containers having breakable or fragile articles shall have the words "Glass", "Fragile", or "Handle with Care", as applicable, lettered on two opposite sides. Containers with articles to be kept upright shall have the word "UP" stenciled, hand-lettered or printed on four sides and within 6 inches of the top.
 - e. Professional Books, Papers, and Equipment. Professional books, papers, and equipment shall be identified by the member and packed separately from personal property. These items must be clearly identified, listed separately from other personal property on inventories and packing lists, and the containers must be weighed separately from the rest of the shipment and the total weight of these items properly annotated on the appropriate documents. When actual weight of professional books, papers, and equipment cannot be obtained, the Transportation Officer may authorize the use of a constructive weight of 40 pounds per cubic foot and the DPM TSP shall annotate the inventory to indicate that constructive weight was used.
 - f. Expensive and Valuable Items. When items are declared by the member to be expensive and valuable and the member determines the services as provided for herein are not adequate, (1), a high value inventory shall be prepared to list such items, and (2), special handling shall be provided at the request of the member and additional charges, if any, for such special handling shall be at the expense of the member.

5. Inventory:

- a. In conjunction with the member or the member's authorized agent, the DPM TSP, at the time of pickup, shall prepare an accurate, legible inventory listing of all items received, (five copies for outbound shipments and three copies for local drayage moves), including contents of cartons in general terms such as dishes, linens, etc., bearing the signature of the member or the member's representative and the DPM TSP or the DPM TSP's representative, both certifying to the correctness of the inventory. The listing of articles shall be specific to include make, model, color, and serial number when these are visible on the outside of the item. If serial number is not available, annotate inventory with "No Serial Number". Such words as "household goods/personal property" or other general descriptive terms shall not be used. Special care shall be exercised to ensure that the inventory reflects the true condition of the personal property as received. General terms such as marred, scratched, soiled, worn, torn, gouged, and the like shall not be used unless they are supplemented with an actual description of the degree and location of the exception. Ditto marks and other types of lines, arrows, etc. shall not be used.
- b. The listing of upholstered furniture and rugs shall be specific as to color, description (striped, floral, etc.), number of cushions or approximate rug size. All washers, dryers, major electrical appliances and audio-visual equipment will include make, model, and serial number. All firearms shall be inventoried as separate articles on the inventory showing the make, model, serial number, and caliber or gauge. Motorcycles shall be inventoried as one article, listing its serial number, make, model, year, and mileage when easily available and open to view on the exterior of the item. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle, or similar form, may be used to annotate descriptive information and condition of motorcycle.
- c. The inventory and service order for storage shipments designated for overseas delivery shall be clearly marked "for overseas later".
- d. The Household Goods Descriptive Inventory, a format or a facsimile thereof containing the same information, shall be used by the DPM TSP to meet the inventory requirements contained in this provision, a through f.
- e. The inventory shall show:
 - (1) DPM TSP's name and mailing address.
 - (2) Destination completed to identify the destination PPSO.
 - (3) Member's name, grade or rank, and the last four digits of the social security number.
 - (4) Pickup address.
 - (5) TOS and effective modification number.
 - (6) Shipment's service order number, provided by DPS.
 - (7) Page number and number of pages.
 - (8) Total number of items covered by the inventory.
- f. A legible copy of the completed inventory shall be furnished to the member or the member's agent at the time of pickup. The original and one copy shall be furnished to the using activity and a legible copy retained by the DPM TSP. In the event that, upon checking the shipment after pickup, items are discovered which were omitted from the inventory at residence, they shall be added to the original and annotated as additional items not shown on the copy furnished at time of pickup.

6. Storage Requirements:

a. Storage Area:

- (1) Areas assigned for preparation and storage of personal property shall be such as to prevent pilferage or damage by sunlight, heat, water or fire. Personal property shall be stored in areas that are dry, clean, free from dust, vermin and rodents, have adequate fire protection, and be accessible for routine inspection.
- (2) Minimum clearance above stacks, width of aisles, accessibility of fire aisles, distribution of fire extinguishers, etc., shall be in accordance with existing local ordinances, the National Fire Protection Association codes, recommendations and standards and other nationally recognized codes and standards, whichever is more rigorous.
- (3) Care shall be taken to ensure that personal property is not exposed to hazardous materials or operations inside or outside the warehouse. Flammables/combustibles will be kept in closed metal containers when stored in the warehouse. Ammunitions are not authorized to be stored with any DOD and U.S. Coast Guard shipments. All combustible material outside the facility must be stored a minimum of 20 feet from the building, i.e., vaults, containers, trailers and vehicles. Severe hazards, as determined by the Regional Program Manager, may require further movement and/or a safety certification by the servicing fire department. Local conditions that prevent 20 feet clearance will also require a fire safety certification from appropriate local authorities. Containers (vaults) that have been packed by customers without inspection or inventory by the Transportation Service Provider (TSP) so as to ensure that hazardous materials, (as identified by the Defense Transportation Regulation (DTR) 4500.9, Part IV, Appendix I), are not present, shall not be stored within facilities approved under this Tender of Service. DPM TSPs will document their inspection, with a date, signature and shipment information. This information will be available for RSMO or SDDC review to ensure compliance.
- (4) Personal property shall remain in the authorized sealed containers for the duration of the storage period. Container skids shall elevate the property a minimum of 2 inches off the warehouse floor. Segregated items, if any, shall not be stored on top of storage containers or storage boxes.
- (5) Heating, electrical, plumbing and other systems shall be in good working order, maintained in sound condition and meet all requirements of local ordinances or nationally recognized codes.
- (6) The operation and/or garaging of all power equipment within the warehouse, with the exception of forklifts, pallet jacks, sweepers, or other items specifically authorized by the Regional Program Manager or the cognizant fire department, is prohibited. Warehouses must be operated in accordance with nationally recognized codes and standards (American Insurance Association, National Fire Protection Association, American Standards Association, etc.). In addition, local codes and standards will be adhered to. Gas pumps and other fuel storage shall meet all provisions of the local ordinances and nationally recognized codes and standards, whichever are more rigorous. Electrical storage batteries shall not be recharged in the warehouse unless proper procedure, in accordance with all local and national fire codes and standards, has been taken to prevent explosion from the gas generated.
- (7) Automatic sprinkler systems require inspection by licensed or qualified sprinkler maintenance contractor on a quarterly basis, within a 90-day period in accordance with National Fire Protection Association, etc. A licensed contractor shall be required where

state or local authorities license such contractors. Fire detection and reporting systems require inspection of the electronic monitor by a licensed or qualified contractor on a monthly basis, within a 30-day period.

- (8) Fire extinguishers shall be inspected and serviced at a minimum annually, and properly mounted in accordance with applicable fire codes. All gas or electric warehouse handling equipment must be equipped with the proper type fire extinguisher.
 - b. Locator System and Shipment Identification. The DPM TSP shall maintain an up-to-date locator system which will permit the prompt identification and location of each shipment and individual items required to be stored separately.
 - c. Warehouse Security. The DPM TSP shall have established protective procedures for the facility to ensure that adequate safeguards have been taken to preclude unauthorized access. Particular attention shall be given to doors, exterior door hinges, windows, skylights, roof vents, cupolas, metal side panels, etc., to ensure that they do not permit simple entry on the part of unauthorized persons. Specific procedures are to include:
 - (1) DPM TSP's employees within their area of responsibility must be counseled on the importance of security and shall be made aware of specific security procedures established by the DPM TSP for each storage facility.
 - (2) Movement of outsiders within a warehouse shall be closely controlled and monitored by the DPM TSP and/or his employees.
 - (3) Two keyed locking mechanisms are required on all warehouse access doors, with keys issued to authorized employees only. An electronic detection system, approved by the Regional Program Manager, may be substituted for one of the required locking mechanisms. Electrically operated overhead doors must also be secured with two locking devices or an electronic detection system and one keyed locking mechanism.
 - (4) Access walk-in doors, warehouse doors and warehouse/office windows which would permit warehouse entry by breaking glass panes, requires installation of heavy metal mesh or bars, or installation of an approved electronic detection system.
 - (5) The doors on all closed vans will be secured with heavy duty (case hardened) padlocks or surface key locks.
7. DPM TSP'S Duties – Location of Facilities:
- a. In the event that, after coming into the custody of the DPM TSP, personal property is stolen, lost and/or damaged during attempted theft, lost and/or damaged as a result of fire (including water damage incident to a fire), flood, earthquake, tornado, or any other similar type of occurrence, or if the property is subject to the probability of loss and/or damage so that without preventative measures being taken, loss and/or damage is likely to result, the DPM TSP shall immediately notify the Regional Program Manager by the quickest means of communication, and the DPM TSP shall take immediate action to protect the property from further loss and/or damage. The Regional Program Manager shall immediately conduct an investigation into the circumstances surrounding the incident to determine the responsibility for the incident and/or release of such responsibility on the part of the DPM TSP. The Regional Program Manager reserves the right to award/not award any business during the period of the investigation.
 - (1) The DPM TSP shall immediately, at its own expense, proceed to unpack all affected containers, boxes, cartons, etc. The DPM TSP shall take such steps as are necessary to properly dry items which are wet or damp. The DPM TSP shall submit within ten (10) working days, or such longer period as the Regional Program Manager may authorize, in

writing, a report, at no cost to the Government, of the loss and/or damage to each item or article listed on the inventory or warehouse receipt, in duplicate, to the Transportation Officer(s), with a copy to the Regional Program Manager. In addition, the DPM TSP shall, as directed by the Transportation Officer, accomplish dry cleaning, laundering, oiling finished surfaces with appropriate furniture oil, and other similar preventative measures, and repack and restack the items for continued storage. Reimbursement, if authorized by the Regional Program Manager, to the DPM TSP for work done in conjunction with avoiding or mitigating damages due to disasters covered by this provision shall not exceed actual costs and shall include no direct or indirect element of profit to the DPM TSP. The DPM TSP shall maintain a complete record of all labor and material (by service order number) used in carrying out these duties and responsibilities. In no event will the Government be financially responsible for any costs included in DPM TSP's insurance coverage for which his insurance carrier assumes the responsibility for payment.

- (2) Costs incurred by the DPM TSP incident to the performance of the services directed by the Transportation Officer shall be borne initially by the Government subject to a final decision by the Regional Program Manager of the DPM TSP's liability. The DPM TSP shall not dispose of any damaged items or articles except with the written approval of the Transportation Officer.
 - (3) No action taken by the Regional Program Manager under this provision shall in any way constitute a waiver of the liability imposed by Section H-6 (Liability for Care of Property), hereof upon the DPM TSP who shall continue to be liable in accordance with the provisions thereof as if no action had been taken under this provision, nor shall it be deemed to constitute a waiver of any other liability imposed by law or by any of the other provisions of this Tender of Service.
 - (4) In any other cases of shortage or damage to personal property while in its possession, custody, or control, the DPM TSP shall, without additional cost to the Government, furnish to the Transportation Officer/Traffic Manager a complete report of the incident, in duplicate, with a copy to the Regional Program Manager, within five (5) business days, following the detection and/or occurrence.
- b. The DPM TSP agrees that while personal property remains in a warehouse under the provisions of this Tender of Service, the DPM TSP will maintain such warehouse in accordance with the Department of Defense fire protection standards and recognized national and local fire ordinances or codes, to include National Fire Protection Association recommendations and standards (DOD 4500.9R, Appendix D).
 - c. Whenever a change in business organization or corporate structure (e.g., stock sale/transfer, name change, officer change, or sale) is anticipated or planned, the DPM TSP shall notify the Regional Program Manager immediately, but in no event later than 30 days prior to effecting the change. The DPM TSP agrees to notify the Regional Program Manager, in writing, immediately when changes (e.g., bankruptcies, foreclosures, warehouse seizures, levies, search warrants, etc.) occur which may affect performance under the Tender of Service.

- d. The DPM TSP shall store personal property only in facilities listed below:

LOCATION (Street Address, City, State, Zip Code)	FIRE CLASS	WAREHOUSE NO/CODE
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- e. In cases where an insurance carrier of the member, or DPM TSP, assumes responsibility for the cost or makes payment to the DPM TSP for any or all of the preventative measures, the expenses of which are to be borne by the Government, the DPM TSP shall, as soon as practicable, notify the Regional Program Manager thereof. Where payment has already been made by the Government, the DPM TSP shall, in accordance with the direction of the Regional Program Manager, reimburse the Government to the extent that the insurance carrier has made payment.
- f. The DPM TSP shall, without additional expense to the Government, be responsible for obtaining any necessary operating authority, licenses and permits prior to entering into a binding Tender of Service agreement and for complying with all laws, ordinances, statutes and regulations in connection with the furnishing of the services herein.

D. Reserved

E. Inspection

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

F. Reserved

G. Administration Data

1. Invoices.

Government furnished data/invoices will be provided in the Third Party Payment System, (TPPS), for processing. Payment for DPM services will be provided by the Third Party Payment Provider in accordance with the Provider/TSP Agreement. The DPM TSP will submit individual invoices at will but no later than the 25th of each month.

H. SPECIAL REQUIREMENTS

1. Rate Submissions:

a. Rate Filing Background:

In order to file rates, DPM TSPs are required to become qualified to provide DPM services on behalf of the DOD and the U.S. Coast Guard.

- (1) In order to submit a bid to compete for awards of DPM services, rates must be filed in the Defense Personal Property System, (DPS), rate filing module, Request for Quote (RFQ) workbench, for more information refer to “Rate Filing Instructions for TSP” located on the SDDC website. DPM TSPs are solely responsible to establish internal quality control procedures to ensure the accuracy of any rate intended to be filed prior to actual submission. Failure to submit rates in DPS by the designated filing deadline shall be considered a non-responsive bid, and will be rejected. Rates that are submitted in improper format in accordance with specific requirements set forth herein will be rejected as non-responsive.
- (2) DPS will establish a Rate Score for all DPM TSPs with acceptable rates and will use the Rate Score to calculate a DPM TSP’s Best Value Score, (BVS). DPS will then rank the DPM TSPs based on their BVS.

b. Rate Filing Procedures:

- (1) There is one annual rate filing, with three additional periods where there are opportunities to add or adjust rates. These four potential rate filing periods are in conjunction with the four performance periods, each performance period has two rounds of rate filing. A rate can only be filed once per Area of Responsibility (AOR)/zone. Rates rejected in the first round may be re-filed in the final (second) round. DPM TSPs who did not submit a rate for a specific AOR/zone in the first round are allowed to submit a rate in the second round.
- (2) Rates rejected in the second round based on errors will not be included in the program. The DPM TSP with the rejected rate will not be included for shipments for the initial performance period. If the DPM TSP wants to re-file rates for that AOR for the second performance period and if the new rates pass the competitive range check at the beginning of the next performance period, the DPM TSP will then be included in that AOR and be available for shipments. DPM TSPs are encouraged to file rates for any AOR/zones in which they elect to participate. An AOR/zone will be established under the current, published rate filing format using the schedule of services and rates for household goods contained in the Schedule of Services and Rates for Schedule I, Outbound and Inbound Services or Schedule of Services and Rates for Schedule II, Intra-City/Intra-Area Moves. A DPM TSP may only file rates for zones in which they possess lawful operating authority.

c. DPS Rate Filing Instructions:

- (1) DPM TSPs must file rates in the Request for Quote (RFQ) module in DPS. DPM TSPs are responsible for establishing quality control procedures that permit the review of rates prior to actual submission to SDDC. Failure to submit rates in DPS by the designated filing date and time will result in non-acceptance of the submissions. DPM TSPs are responsible for the selection and actions of their Internet Service Provider (ISP). DPM TSPs are also responsible for any internal company computer security and control/use of issued passwords for access to the DPS system.
- (2) The DPM TSP Rate Filing Users Manual that sets forth specific instructions on rate filing are provided in the DPM TOS.

d. DPS Rate Filing for DPM TSPs:

- (1) The DPS Rate Filing Module will provide service items and descriptions from the Schedule I, Outbound/Inbound Services and Schedule II, Intra-City/Intra-Area Moves rate schedules for DPM TSPs to file their rates by AOR and zone(s).
- (2) Rates filed for Items (701) – Outbound Services, (702) – Special Services, and (703) - Storage will be applicable across all AOR/zones that the DPM TSP wishes to participate. Rates for Items (701) – Outbound Services and (704) - Inbound Services, may vary from zone to zone.
- (3) Outbound DPM TSP Rate Score (RS): The rates filed for Item (701) – Outbound Services will be used as one amount to calculate the Outbound DPM TSP's Rate Score. Outbound DPM TSPs will have one Rate Score for each Zone within each AOR.
- (4) Inbound DPM TSP Rate Score (RS): The rates filed for Items (703) – Storage and (704) -Inbound Services will be used as one amount to calculate the Inbound DPM TSP's Rate Score. Inbound DPM TSPs will have one Rate Score for each Zone within each AOR.
- (5) Rates filed for Items 705 – Intra City & Intra Area Services, 706 – Special Services, and 707 – Additional Mileage will be applicable across all AOR zones that the Local Move DPM TSP wishes to participate.

e. Rate Filing, Adjustments and Performance Period Timeline:

- (1) DPM TSPs must file a rate for the first performance period of each calendar year. DPM TSPs can file adjusted rates three (3) additional times a year. Newly approved DPM TSPs filing initial rates or those DPM TSPs filing rates in a previously un-serviced AOR may do so in any of the four rate filing periods. The newly filed rates will become valid at the beginning of the next performance period. There are four performance periods. Following the initial required rate filing period, the DPM TSPs are not required to re-file rates for the three subsequent rate filing periods if they currently have rates filed for the AORs they are participating in. A performance period is the period over which DPM TSPs will be evaluated for purposes of quartile ranking and shipment allocation. DPS will rack and stack DPM TSPs prior to the start of each performance period. The performance periods are:

1 January – 14 May
15 May – 31 July
1 August – 30 September
1 October – 31 December

- (2) The performance periods listed above are subject to change due to program requirements. For any updates to performance periods, reference applicable DPM TOS modifications. SDDC will establish rate filing/adjustment deadlines for each performance period. DPM TSPs will be notified of these deadlines prior to each rate filing period. Rates can only be filed between the designated to and from dates. Rates not submitted by the designated filing deadlines will not be accepted. Annual rate filing periods will last approximately twenty (20) business days after the first day each period opens. The approximate number of days for each rate filing activity is provided in [Table V.D.2-1](#) below. No rate filing period will end on the first business day of the week.

Table V.D.2-1. Rate Filing Tasks and Timeframes

#	Rate Filing Task Description	Approx. # of Calendar Days
1	1st round of Rate Filings for DPM by DOD-qualified TSPs	10
2	RSMO or SDDC review of competitive range results. RPM manually approve system rejected rates as business requires.	1
3	DPM TSP rejection notifications sent	1
4	Rate filing errors identified (including competitive range check)	1
5	2nd/FINAL round of Rate Filing	10
6	Final Notification to DPM TSPs on rate filing errors (including Competitive Range check)	1
7	Best Value Scores Calculated	3
8	Establish Quality Bands by Channel	2

f. [Late Submission Of Rates:](#)

DPM TSPs may not submit rates after the designated deadline date to be included in the program for the given performance period.

g. [Competitive Range:](#)

- (1) All rates filed are subject to a Competitive Range check. DPM TSPs will file rates for each Service Item Performed by AOR/Zone. The rate schedules in this TOS for Outbound/Inbound Services and Intra-City/Intra-Area Moves list and describe the Service Line Item Performed for DPM. Acceptable ranges for each Service Item Performed by AOR/Zone are established in DPS to be used in the Competitive Range check of DPM TSPs filed rates.
- (2) Rates filed by the DPM TSP that pass the Competitive Range check (i.e. falls within the competitive rate ranges) will be accepted by DPS. Rates that are outside of the pre-established range will be rejected and forwarded to the RSMO's or SDDC's queue by DPS. The RSMO or SDDC can review results of the Competitive Range check after the 1st round. At their discretion, RSMOs or SDDC can accept rates even if they fall out of the Competitive Rate range, as business requires.
- (3) If the RSMOs or SDDC do not accept the rejected rates, DPS advises the DPM TSP that they are either above or below the competitive range for each of the service item rates filed. These DPM TSPs will then be given one opportunity to submit a new rate as part of 2nd/Final round of rate filing. If this new service item rate is still outside the Competitive Rate Range, the DPM TSP will be notified and will not be allowed to submit a new rate until the next performance period rate filing. If a DPM TSP only participates in the 2nd /final round, and if the DPM TSP's rate fails the Competitive Rate Range test, that DPM TSP is not allowed another opportunity to re-file a new rate.

- (4) RSMOs or SDDC reserves the right to either publish (make public) or not publish the Competitive Rate ranges. For this reason, DPM TSPs may or may not be notified of the range. Approved DPM rates will be effective for the entire period. Within DPS, there is no difference between a rate accepted by the RSMO, SDDC Eurpe/Pacific or automatically by DPS.

h. Rate Filing Errors and Rejections:

- (1) DPS will perform edit checks and validations prior to DPM TSP’s final submission of their rates during the annual cycle and before the rate is scored at each performance period. For example, DPS will not allow alpha characters in numeric rate fields. DPS will allow DPM TSPs to change their rates prior to the rate filing deadlines. At midnight on the deadline dates, the submitted rates will be processed and accepted or rejected. Accepted rates cannot be changed for the given performance period, but can be updated for the next. If the DPM TSP feels no need to update their rate for the next performance period, the DPM TSP’s rate will remain the same as it was for the previous performance period.
- (2) The rate-filing errors and validations are executed at the end of each round of the annual filing. Rates that are accepted will be stored in the DPS database. DPM TSPs will be notified of their rate filing errors via email. DPS will display rejected rates and the reason for rejection. All submitted rates will be subject to the validation checks in [Table V.D.2-2](#) below, in DPS:

Table V.D.2-2. Rate Filing Validations

Error Type	DPS Action	Remark
Administrative errors	DPM TSPs will be informed of their errors and will be given an opportunity to re-file their rate.	Rates that are not accepted in the 1st round can be re-filed in the 2 nd (Final) round. <i>*Only can occur if the error happens in the 1st round of rate filing.</i>
DPMTSP is disqualified	TSPs rates will be rejected	Rates submitted by nonqualified or disqualified TSPs will be rejected
DPMTSP is in “non-use” or inactive	Rates will be accepted in DPS if it passes all other checks. Accepted rates will not be used until they are placed on the active Traffic Distribution List (TDL). If the rates are not accepted, DPM TSPs will be informed of the errors and will be given an opportunity to re- file their rates.	DPMTSPs that are suspended, in non-use, or inactive will be allowed to file rates, but will not receive any shipments until they are placed on the active Traffic Distribution List (TDL). Rates that are not accepted in the 1st round can be re-filed in the 2 nd (Final) round. <i>*TSPs will only be given this opportunity if this problem occurs in the 1st round of rate filing.</i>
Submitted rates fail the Competitive Range check for an AOR/Zone	Rates will not be accepted, DPM TSPs will be given an opportunity to re- file their rates. DPS message will indicate if the DPM TSP’s rate was higher than the highest rate in the Competitive Range or DPM TSP’s rate was lower than the lowest rate in the Competitive Range	Rates that are not accepted in the 1st round can be re-filed in the 2 nd (Final) round. <i>*TSPs may participate in the 2nd round even if they did not submit their original rate in the 1st round of rate filing.</i>

(3) 1st Round of Rate Filing:

DPM TSPs are encouraged to file rates for all AOR/Zones in which they wish to participate in the 1st round of rate filing. Rates filed in the 1st round of rate filing that pass the Competitive Range check will be considered final. DPM TSPs will be given one opportunity to correct the following errors: administrative errors; incomplete rate

submissions; and rates not passing the Competitive Range check. These errors can be corrected in the 2nd/final round of rate filing.

(4) 2nd/Final round of Rate Filing:

Rates rejected for reasons as cited below in the 2nd/final round cannot be resubmitted and DPM TSPs with rejected rates will have to wait until the next performance period rate filing cycle to submit rates. DPM TSPs who did not submit a rate in the 1st round of rate filing may submit a rate for those AOR/Zone and/or Service Items in the 2nd/final round. The error messages in [Table V.D.2-3](#) below will be shown in DPS-RFQ module in the “Status” column for each rejected rate:

Table V.D.2-3. Rate Filing Error Messages

Error Number	Error Message
01	CFAC compliance error
02	DPM TSP is currently in Non-Use
03	DPM TSP is currently on In-Active list
04	DPM TSP is currently Disqualified
05	Rate is higher than acceptable high (only applies to round 1 for DPM)
06	Rate is lower than the lowest rate in the Competitive Range (only applies to round 1 for DPM)
07	Rate is higher than the highest rate in the Competitive Range and is being placed on the reserve list (only applies to round 2 for DPM)
08	Rate is lower than the lowest rate in the Competitive Range and is being placed on the reserve list (only applies to round 2 for DPM)

i. DPM TSP Reserve List:

- (1) DPM TSPs who have filed rates that are outside of the competitive range will be maintained in an “Active” status but will not be placed in the Quality Banding to receive shipments. DPM TSPs will receive notification after the close of rate filing of which channels they will be maintained on the reserve list. These DPM TSPs will be placed on “reserve” to be used by the PPSO for back up services or when no other DPM TSPs are available to perform required services. No punitive action will be taken against the reserve DPM TSP or any DPM TSPs based on shipment refusals. If the DPM TSPs have 3 consecutive non competitive rate filings, they will be disqualified. If the DPM TSPs want to re-qualify at a later date, the DPM TSPs shall re-qualify through the Pre-Award process.
- (2) DPS will establish a Rate Score for all Reserve List DPM TSPs and will use the rate Score to calculate a Reserve List DPM TSP’s BVS. DPS will then rank the Reserve List DPM TSPs based on their BVS.
- (3) When DPS cannot award a shipment due to a complete blackout situation (by all approved DPM TSPs), all DPM TSPs on the ‘reserve’ list will be activated. During the rate filing process, DPS will store the rejected rates for the DPM TSPs on the reserve list. This reserve list is viewable by the PPSO, RSMO or SDDC. The shipments awarded during this blackout situation, will be stored using the rates that were rejected during the previous rate filing cycle. Shipments will be awarded by DPS according to the normal shipment award rules. Once the shipments for the blackout situation have been assigned, the shipment award procedure will return to the DPM quality banding methodology discussed in DPM Shipment Management Business Rules. DPM TSPs on the reserve list will be maintained for use if a blackout situation were to occur again.

j. Acceptance of Rates:

- (1) DPM TSPs can see their accepted rate in DPS.
- (2) SDDC reserves the right to reject any or all offers; to waive informalities and minor irregularities in offers received; to negotiate, accept, or reject initial or subsequent submissions without discussion of rates; to nonuse or cancel any rate upon fifteen (15) days notice; and re-solicit rates.
- (3) SDDC reserves the right to extend the effective period of rates to modify the rate-filing period.
- (4) Rate submissions should be based on the most favorable terms to the Government from a price and service standpoint.
- (5) It is SDDC's sole intent to solicit responsible rates prepared in accordance with sound business decisions. Rates, which would jeopardize financial viability of a DPM TSP, are not desired.
- (6) Individual rates should be constructed to stand alone without regard to rates for other AOR/Zones.
- (7) SDDC reserves the right to initiate and/or modify special negotiations, in manual or automated format, at any time commensurate with requirements. Unique rate filing procedures may be required in those instances where normal automated procedures are not appropriate due to particular circumstances existing at the time. Methods for administratively processing such situations will be provided in the special solicitation instructions.
- (8) DPM TSPs are offering their rates for transportation/storage services to the United States Government for the indicated rate cycle under the applicable tender of service. By submitting rates, the DPM TSP agrees to abide by the rules applicable to the tender of service.
- (9) General Service Administration (GSA) and Department of Justice (DOJ) will have “read only” access to DPS.

k. Cancellation of Rates:

- (1) In the DPM program, DPM TSPs can cancel their rates. DPM TSPs can add, delete, change or correct rates in DPS, prior to the rate filing deadline. These changes or updates, do not become applicable until the next performance period. The cancellation does not become effective until the next performance period; at that time, the DPM TSP will not be available for award for the performance period in which their rate was cancelled. If the DPM TSP has no current rates on file for the calendar year, the DPM TSP will be disqualified. If the DPM TSP wants to re-qualify at a later date, the DPM TSP shall re-qualify through the Pre-Award process.
- (2) DPM TSPs have the ability to blackout any dates on which they do not wish to receive traffic awards. If a DPM TSP cannot provide service on a specific date(s), then those date(s) can be blacked out in advance. Additionally, if a DPM TSP no longer wants to participate in the DPM program, they may request that their status be changed under the DPM TSP Qualification module. After these requests are granted, the DPM TSP will not receive shipment awards within the AOR/zone(s) requested and will be removed from the traffic distribution lists in DPS. However, the DPM TSP must service all shipments previously awarded and/or currently in the pipe line (e.g. packed or picked

up). Refer to the DPM TSP Qualification Business Rules document for additional details on this and related topics.

- (3) In order for a DPM TSP to participate in the AOR/zone in which they requested to be eliminated, they can request approval or re-insertion to the AOR at anytime throughout the year. This also applies to new entrants. If the DPM TSP is a new entrant, the DPM TSP must complete all the required qualifications and file rates for the program. If the DPM TSP is adding or re-entering an AOR, they will not need to complete all the qualifications required of a new entrant. If it is a new storage warehouse, the warehouse will need have the applicable warehouse inspections before the DPM TSP can be added the AOR. The warehouse will need to have a Warehouse Inspection Score, (WIS), before it can be considered for shipments.
- (4) Once the DPM TSP has completed these requirements and filed rates for the AOR, they will have to wait until the beginning of the next performance period before they are added to the program and receive shipments. At the performance periods, all DPM TSPs in each AOR will be ranked by BVS score.

l. Termination of Rates:

The RSMOs or SDDC have the ability to terminate rates for a DPM TSP in an AOR/zone or all DPM TSP rates at any point in the program. If a DPM TSP chooses to once again do business in an AOR/zone in which rates have been terminated, they will be required to re-file rates. DPS will not carry over rates that have been terminated previously to the next rate filing cycle.

m. Special Rate Request:

- (1) The RSMOs or SDDC have the ability to request a special rate as needed, for example: DPM Volume Moves, Deployment, Saturation, Natural Disasters etc. PPSOs will send notification to the RSMO or SDDC through DPS requesting special rates when they have determined there is a need for it. The notification needs to include the approximate number of shipments, estimated total weight, the location(s), and the approximate dates for the move. RSMO or SDDC will solicit for a special rate via DPS to all approved DPM TSPs by Schedule I or II, within a specific geographic area determined by the requesting RSMO or SDDC. The geographic area can be broken down by AOR/zone, region or state. The request for special rates will specify the time frame the DPM TSP has to respond as well as the time period the rates will be valid for. All special rates must be filed in DPS and processed by RSMO or SDDC within DPS. The DPS Special Rate Module provides service items and descriptions from the Schedule of Services and Rates for Schedule I – Outbound and Inbound Services and Schedule of Services and Rate for Schedule II for DPM TSPs to file their rates by AOR and zones(s)
- (2) The special rates filed will be checked against the Competitive Rate ranges. Rates filed by the DPM TSP that pass the Competitive Range check will be accepted by DPS. Rates that are outside of the pre-established range will be rejected and forwarded to the RSMO or SDDC's queue by DPS for review. The RSMOs or SDDC have the ability to accept a rate that falls outside the Competitive Rate range. The rates filed under a special rate request are valid only for the time period or the specific situation stated on the request.

2. Using Activities – Transportation Officers:

- a. The Regional Program Manager executing this Tender of Service shall notify the DPM TSP, via DPS, of the names and locations of using activities authorized to issue service orders under this Tender of Service. The Transportation Officer of each using activity shall notify the DPM TSP and the Regional Program Manager, via DPS, of the names of all Transportation Officer representatives authorized to issue service orders for the using activity under this Tender of Service.
- b. The Government shall be liable only for payment of charges resulting from the performance of services, furnishing of materials or facilities, as ordered by the Transportation Officer.
- c. Except to the extent of service order(s) issued hereunder, the Tender of Service shall not obligate Government funds in any way.

3. Service Orders:

- a. When the PPSO/TO determines that a shipment must move by DPM, or, DPM is the only method available IAW the Personal Property Consignment Instruction Guide, (PPCIG), the PPSO/TO will process the shipment in DPS. DPS will then determine the DPM TSP, both at origin and destination, that will perform the service based on their BVS. All shipment activities between the PPSO/TO and the DPM TSP, (i.e. offers, awards, acceptances etc.), will be processed within DPS. DPS will generate all shipment information and documentation. The DPM TSP is responsible for engaging in all shipment activities within DPS, along with obtaining and printing all appropriate supporting documents from DPS.
- b. The rates in effect on the date the offer is accepted by the DPM TSP, are the rates applicable and thereafter used. The DPM TSP can refuse a shipment without being in violation of this paragraph. DPS would then select the next available best value DPM TSP.
- c. To confirm the order, the DPM TSP will receive the service order via DPS, incorporating the terms of the order. Upon receipt of the service order, the DPM TSP shall be obligated to furnish the specified services in accordance with the provisions of said service order and this Tender of Service. An enforceable contract is entered into when the DPM TSP receives the service order from DPS. Upon receipt of the initial order (with respect to any shipment of personal property), the DPM TSP shall be obligated to furnish such additional services listed in the Schedule of Services and Rates Sheets or authorized under the section K, paragraph 2, Extras Clause, as may be ordered by supplemental service orders in effect at the time of the initial order.

4. Charges:

- a. Charges under initial service orders and all supplemental orders shall be computed at the rates set forth in the Rates sheets for Schedule I, Outbound/Inbound and Schedule II, Intra-City/Intra-Area in effect on the date services are ordered under the initial service order.
- b. Charges for items described in the Rates sheet for Schedule I, Outbound/Inbound shall be computed on the net weight for HHG and the gross weight for UB. Charges for items described in the Rates sheet for Schedule II, Intra-City/Intra-Area shall be computed on the net weight of the shipment including necessary cartons, packaging, packaging materials, crates for mirrors, pictures, table tops, etc., but excluding the weight of any blocking, bracing, dunnage, pallets, pallet boxes, and other containers.

5. Compensation:

- a. When the DPM TSP attempts pickup at residence on the date specified, and the member/member's representative is not available at residence, the DPM TSP, upon approval of the Transportation officer, shall be paid based on the rates established in the 400NG Tariff for domestic and the International Personal Property Rate Solicitation on 500 pound minimum weight for a HHG shipment, and 100 pound minimum weight for a UB shipment.
- b. When the DPM TSP attempts delivery at residence on the date specified, and the member/member's representative is unable to accept the shipment at residence, and the DPM TSP returns the shipment to his warehouse, the DPM TSP, upon approval of the Transportation Officer, shall be paid based on the rates established in the 400NG Tariff for domestic and the International Personal Property Rate Solicitation on the actual weight of the shipment.
- c. When ordered, the DPM TSP shall perform services during other than normal duty days and hours and such "special services" shall be paid based on the rates established in the 400NG Tariff for domestic and the International Personal Property Rate Solicitation
- d. When ordered, the DPM TSP shall reweigh the shipment and such "special service" shall be paid based on the rates established in the 400NG Tariff for domestic and the International Personal Property Rate Solicitation.

6. Liability for Care of Property:

Details and procedures for liability for care of property are listed in DTR Attachment G6.

7. Annual Documentation Requirement:

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

8. Possession of this Tender of Service:

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

9. Subcontracting:

The DPM TSP shall not subcontract with other persons or firms for the performance of any service ordered under this Tender of Service unless prior written approval has been received from the Regional Program Manager.

10. Reporting Procedures for Loss and Damage:

- a. Upon delivery of the personal property, it is the responsibility of the DPM TSP to provide the member with 3 copies of the Loss or Damage at Delivery and the Loss or Damage After Delivery Forms, and to obtain a receipt therefore in the space provided on the Loss or Damage at Delivery Form. The member/employee will process these claim forms in DPS. A copy of the completed Loss or Damage at Delivery Form shall also be provided by the DPM TSP to the Transportation Officer within 30 days of the date of delivery of personal property to the member. Jointly with the member, loss of or damage to the personal property shall be noted at the time of delivery on the Loss or Damage at Delivery Form. For later discovered loss or damage, including that involving packed items for which unpacking has been waived in writing, written documentation on Loss or Damage After Delivery Form advising the DPM TSP of later discovered loss or damage, dispatched not later than 75 days following delivery,

- shall be accepted by the DPM TSP as overcoming the presumption of the correctness of the delivery receipt.
- b. The DPM TSP's failure to provide Loss or Damage at Delivery and the Loss or Damage After Delivery Forms, and to have proof thereof will eliminate any requirement for notification to the DPM TSP. Written notice using Loss or Damage at Delivery and the Loss or Damage After Delivery Forms, is not required by the DPM TSP in case of major incidents described by provision C-7(a), which requires the DPM TSP to notify the Regional Program Manager and appropriate Transportation Officer of the details of theft, fires, vandalism, and similar incidents which produce significant loss, damage or delay.
 - c. Loss of or damage to personal property discovered more than 75 days after the date of delivery will be presumed not to have occurred while the property was in possession of the DPM TSP unless good cause for the delay is shown, such as the officially recognized absence or hospitalization of the service member during all or a portion of the period of 75 days from the date of delivery.
 - d. The DPM TSP will be deemed to have waived the right to inspect if:
 - (1) Exceptions were taken at time of delivery and the DPM TSP fails to inspect within 75 days from the date of delivery; or if:
 - (2) Written documentation of loss or damage has been dispatched within 75 days from the date of delivery and the DPM TSP fails to inspect within 45 days from the date of such dispatch or 75 days from the date of delivery, whichever is later.
 - e. No claim shall be denied due solely to DPM TSP's lack of opportunity to inspect prior to repair when the nature of the damaged item, such as a refrigerator, washer, dryer, or television, required immediate repair.
 - f. The 120 day period within which DPM TSP must settle a claim for loss or damage does not commence until receipt of a formal claim.
 - g. It is agreed that the claim will be limited to the items indicated on the Loss or Damage at Delivery and the Loss or Damage After Delivery Forms, except as indicated above. The claim for loss and/or damage shall not be limited to the general description of loss or damage to those items noted on the Loss or Damage at Delivery and the Loss or Damage After Delivery Forms.
11. SIC Code and Small Business Size Standard:
- a. The Standard Industrial Classification (SIC) code for this acquisition is 4214.
 - b. The small business size standard is \$18.5 million dollars.
 - c. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
12. DPM TSP Submission Requirements for Web Forms and Electronically Submitted Documentation:
- a. Web forms include data captured in DPS for population of DPM TSP Qualifications forms and documents. DPS requires all users to access the DPM TSP Qualifications web forms through ETA.
 - b. DPS provides a single entry point for qualifications that allows DPM TSP users to identify which service(s) they intend to provide. DPM TSPs seeking DPM approval must submit the following web forms and documents electronically within the timeframe specified for the 60-

- day application period. DPS requires that all fields are populated on all web-based qualification documents.
- c. The following web forms must be submitted in DPS for DPM services only:
- (1) Electronic Tender of Service Signature Sheet (ETOSSS) submitted by the TSP.
 - (2) Certificate of Cargo Insurance (submitted by the DPM TSP's Insurance Representative) for DPM.
 - (3) Certificate of Independent Pricing (CIP) submitted by the TSP;
 - (4) Financial Data/Statements for the current year plus the previous two (2) years must be submitted by the DPM TSP's independent Financial Representative or CPA, who should certify that the statements truly and fully set forth the financial condition of the DPM TSP.
 - (5) Certificate of Responsibility (COR) submitted by the DPM TSP.
 - (6) Certificate & Articles of Incorporation, or Articles of Organization & Fictitious Name Statement (optional, issued by the State)
 - (7) Partnership agreement (only if business is formed as a Partnership) DPS verifies whether the DPM TSP has a current CIP on file. Rate filing is not permitted if a current CIP or a COR are not on file.
- d. Additional Requirements: DPM TSPs must submit the following documents as electronic attachments in DPS for DOD and U.S. Coast Guard storage facilities/warehouses approvals. The following documentation is required for the storage facility/ warehouse pre-award survey process:
- (1) Digital pictures of front, back, left and right sides of building(s) (digital email to DPS or physical).
 - (2) Warehouse layout diagram signed by the Fire Department Representative.
 - (3) Insurance Service Office (ISO) verification of rate credit.
 - (4) Lease or proof of ownership, or Deed and current property tax receipt.
 - (5) Fire Department letter MT Form 207B (signed by Fire Marshall)
 - (6) Fire system and burglar system maintenance contract (not required for international).
 - (7) Certification of firewall required if multi tenant building.
 - (8) Flood Plain Letter.
 - (9) Emergency Telephone data (MT Form 327).
 - (10) Local/City map.
 - (11) Evidence of insect/rodent control either self administered or provided by a reputable outside firm.
- e. TSPs must submit the following documents via fax to the appropriate RSMO or SDDC. RSMO or SDDC contact information can be found at: <http://www.sddc.army.mil/>
- (1) Wage Determination Form/Worksheet.
 - (2) Proof of State or Country Regulatory Compliance – for intra and/or interstate operating authority (depending on the AOR) in the name of the TOS applicant (if required for the

region of operations). The only operating authority acceptable to meet this requirement is State Permit or Articles of Incorporation.

- (3) Key Personnel Resumes or References
- (4) Proof of Company Experience
- f. When all requirements are submitted in DPS, the DPM TSP applicant file will appear in the RSMO or SDDC work queue for validation. Receipt of appropriate hard copy documents is acknowledged in DPS by the RSMO or SDDC when accepted for qualification. DPM TSPs will be provided a password to electronically access their documents for required updates.
- g. The qualifications information is available only to DPM TSPs, RSMOs, SDDC and SDDC headquarters through a secured website. DPM TSPs only have access to their own accounts.
- h. Facsimiles will be accepted for Freedom of Information Act requests (FOIAs) but will not be answered by facsimile. The Regional Program Manager on a case-by-case basis will accept other documents under the Tender of Service.

PART II CLAUSES

I. Clauses

1. Mandatory Information for EFT Payment:

- a. Method Of Payment. Payments by the Government under this contract, including invoice and TOS financing payments, will be made by electronic funds transfer (EFT). When payment is made, the government may, at its option, also forward the associated payment information. As used in this clause, the term “EFT” refers to the funds transfer and may also include the information transfer.
- b. Mandatory Submission of DPM TSP EFT Information.
 - (1) The DPM TSP is required, as a condition to any payment under this TOS, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. For any payments to be made the DPM TSP shall provide EFT information as described in paragraph (d) of this clause.
 - (2) If the DPM TSP provides EFT information applicable to multiple TOSs, the DPM TSP shall specifically state the applicability of this EFT information in terms acceptable to the payment office.
- c. DPM TSP’S EFT Information. Prior to submission of the first request for payment (whether for invoice or TOS financing payment) under this TOS, the DPM TSP shall provide the information required to make TOS payment by EFT, as described in paragraph d., of this clause, directly to the Government payment office named in this TOS. If more than one payment office is named for the TOS, the DPM TSP shall provide a separate notice to each office. In the event that the DPM TSP’s EFT information changes, the DPM TSP shall be responsible for providing the changed information to the designated payment office(s).
- d. Required EFT Information. The Government may make payment by EFT through either an Automated Clearing House, (ACH), subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government’s option. The DPM TSP shall provide the following information for both methods in a form acceptable to the designated payment office. The DPM TSP may supply this data for this or multiple TOSs (see paragraph b., of this clause).
 - (1) The TOS number to which this notice applies.
 - (2) The DPM TSP’s name and remittance address, as stated in the TOS, and account number at the DPM TSP’s financial agent.
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the DPM TSP official authorized to provide this information.
 - (4) For ACH payments only: Name, address, 9-digit Routing Transit Number of the DPM TSP’s financial agent, DPM TSP’s account number and the type of account (checking, savings, or lockbox).
 - (5) For Federal Reserve Wire Transfer System payments only:
 - (a) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the DPM TSP’s financial agent.
 - (b) If the DPM TSP’s financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment,

the DPM TSP shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

e. Suspension of Payment.

- (1) Notwithstanding the provisions of any other clause of this TOS, the Government is not required to make any payment under this TOS until after receipt, by the designated payment office, of the correct EFT payment information from the DPM TSP or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or TOS financing request shall be deemed not to be a valid invoice or TOS financing request as defined in the Prompt Payment clause of this TOS.
- (2) If the EFT information changes after submission of current EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the DPM TSP may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this TOS, the DPM TSP's request for suspension shall extend the due date for payment by the number of days of the suspension.

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

g. Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the DPM TSP provided EFT information in the correct manner, the Government remains responsible for:
 - (a) Making a correct payment.
 - (b) Paying any prompt payment penalty due.
 - (c) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because DPM TSP provided incorrect EFT information at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and;
 - (a) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the DPM TSP is responsible for recovery of any erroneously directed funds; or
 - (b) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph e., of this clause.

h. EFT and Prompt Payment.

- (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this TOS if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (2) When payment cannot be made by EFT because of incorrect EFT information provided by the DPM TSP, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the DPM TSP within 7 days after the Government is notified of the defective EFT information.
- i. EFT and Assignment of Claims. If the DPM TSP assigns the proceeds of this TOS as provided for in the Assignment of Claims clause of this TOS, the assignee shall provide the assignee EFT information required by paragraph d., of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the DPM TSP. EFT information which shows the ultimate recipient of the transfer to be other than the DPM TSP, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph e., of this clause.
- j. Payment Office Discretion. If the DPM TSP does not wish to receive payment by EFT methods for one or more payments, the DPM TSP may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.
- k. Change of EFT Information by Financial Agent. The DPM TSP agrees that the DPM TSP's financial agent may notify the Government of a change to the routing transit number, DPM TSP's account number, or account type. The Government shall use the changed date in accordance with paragraph e(2), of this clause. The DPM TSP agrees that the information provided by the agent is deemed to be correct information as if it were provided by the DPM TSP. The DPM TSP agrees that the agent's notice of changed EFT data is deemed to be a request by the DPM TSP in accordance with paragraph e(2), that no further payments be made until the payment office implements the changed EFT information.
- l. Unearned Transportation Charges and Recoupment of Erroneous Payments:
 - (1) The DPM TSP shall not collect, or require the government to pay, any published charges (including any charges for accessorial services) when that shipment is totally lost or destroyed in transit. The provisions of this item shall apply only to the transportation of HHGs. Notwithstanding any other provisions of this item, the DPM TSP shall collect, and the shipper shall be required to pay, any specified valuation charge that may be due. This item shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.
 - (2) In the event that any portion, but less than all, of a shipment is lost or destroyed in-transit, the DPM TSP shall, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment as provided in 49 CFR, Part 375, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. To calculate the charges applicable to the shipment as delivered, the DPM TSP shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The provisions of this paragraph shall apply only to the transportation of HHGs as defined in 49 CFR 375.1(b) (1). Notwithstanding any other provisions of this paragraph, the DPM TSP shall collect, and the shipper shall be required to pay, that portion of any charges for accessorial or terminal services rendered which corresponds to the portion of shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provisions of this paragraph shall not be applicable to the

extent that any such loss or destruction is due to the act or omission of the shipper. The DPM TSPs shall determine, at their own expense, the portion of the shipment not lost or destroyed in transit.

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

2. Wage Determination:

- a. Federal Acquisition Regulation (FAR) Clause 52.222-47 WAGE DETERMINATION (Subparagraphs are applicable if block has an "x")

- () 1. Wage rate determination applicable to this Agreement.
- () 2. Service Contract Act (SCA) Minimum Wages and Fringe Benefits 52.222-47 (MAY 1989)

- b. An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Transportation Service Provider _____ and the _____ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Regional Program Manager. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that Agreement will apply to the TOS resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the TOS was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the TOS are substantially at variance with the wages prevailing in the area.

3. FAR Clause 52.252-2 FAR Clauses Incorporated by Reference (FEB 1998):

This Tender of Service incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Regional Program Manager will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://akss.dau.mil/isp/default.isp>

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

PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J. List of Documents, Exhibits & Other Attachments

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|--|---------|
| 1. Certificate of Independent Price Determination, Attachment #1 | 2 Pages |
| 2. Service Order for DPM Program and Related Services, Attachment #2 | 1 Page |
| 3. Certificate of Insurance (format), Attachment #3 | 1 Page |
| 4. Household Goods Descriptive Inventory, Attachment #4 | 1 Page |
| 5. Locator Sheet (format), Attachment #5 | 1 Page |
| 6. Annual Review Requirements, Attachment #6 | 1 Page |
| 7. Loss or Damage at Delivery Form, Attachment #7 | 1 Page |
| 8. Loss or Damage After Delivery Form, Attachment #8 | 1 Page |
| 9. Private Vehicle Shipping Document for Motorcycle (DD Form 788-2), Attachment #9 | 2 Pages |

PART IV: CERTIFICATION/STATEMENTS

K. Certification/Statements

1. 52.203-2 Certificate of Independent Price Determination, (CIPD):

- a. The offeror certifies that:
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to:
 - (a) Those prices.
 - (b) The intention to submit an offer.
 - (c) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or TOS award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.1., through a.3., above; or
 - (a) Has been authorized in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.1., through a.3., above, (insert name of person(s)_____ in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)
 - (b) As an authorized agent, does certify that the principals named in subdivision b.1.(a) above have not participated, and will not participate, in any action contrary to subparagraphs a.1., through a.3., above; and
 - (c) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.1., through a.3., above.
- c. If the offeror deletes or modifies subparagraph a.2. above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. Extras:

Except as otherwise provided in this Tender of Service, no payment for extras shall be made, unless the PPSO has authorized such extras. It includes reweigh when ordered by DPS or PPSO and any other accessorial service. All extras will be billed not to exceed the rates contained in Tariff 400NG for domestic and the International Personal Property Rate Solicitation.