CHAPTER 410

SPECIALIZED PROCEDURES

A. UNUSUAL OCCURRENCES

- 1. This paragraph applies to all unusual occurrences including, but not limited to, the following:
 - a. Natural disasters (such as floods, fires, storms, earthquakes).
 - b. Strikes, labor disputes, work stoppages.
 - c. Civil disturbances.
 - d. Unlawful entries, vandalism, theft.
 - e. Seizure of a Transportation Service Provider (TSP) facility for failure to pay just debts.
 - f. Closure of a TSP's/contractor's facility due to a court order.
 - g. TSP service failure/cessation of operations/bankruptcy (see <u>Paragraph C</u>).
 - h. Mold prevention and remediation (see <u>Paragraph E</u>).
- 2. Personal Property Shipping Offices (PPSO) who receive notification of an unusual occurrence (as defined above) must comply with the following actions:
 - a. Immediately notify the Department of Defense (DoD) Component and United States Transportation Command (USTRANSCOM)/Operations Team telephonically and immediately follow-up by electronic means by reporting the following information:
 - (1) Type and date of the unusual occurrence.
 - (2) Extent of known damage.
 - (3) Geographic areas currently affected and/or those that may be affected.
 - (4) Installations affected.
 - (5) Names and addresses of all facilities affected and those that may be affected. Include Through Government Bill of Lading (TGBL) TSP/agent facilities, Non-Temporary Storage (NTS), and Direct Procurement Method (DPM) facilities.
 - (6) Number of shipments involved by Service/Agency.
 - (7) Current locations of the affected shipments.
 - (8) Destination of the affected shipments.
 - (9) Additional information unique to a strike situation.
 - b. The PPSO will provide support and request additional installation agencies to support any and all actions identified above. During unusual occurrences affecting an installation, normally the on-scene Commander (CDR) takes charge to provide protection to all affected resources under government control or under control of a government contractor.

- c. In the event that a DoD-approved personal property facility or equipment used in commerce has been affected by the occurrences identified above, the PPSO and the TSP, with support of the claims personnel, must:
 - (1) Determine the extent of damage, photograph conditions, and record findings.
 - (2) Determine items that may be salvaged and those that require unpacking, drying, cleaning, or repacking.
 - (3) Contact the customers involved and give them the opportunity to inspect their property and provide disposition instructions (i.e., discard or deliver to residence).
 - (4) When the customers are not available to inspect their damaged shipments, determine what items are damaged beyond repair/salvage. Damaged beyond repair items, other than those with intrinsic or sentimental value, must be disposed of with Staff Judge Advocate (SJA)/claims office approval. Notify the customer in writing of the loss and provide instructions to file a claim.
 - (a) The line-haul TSP involved is responsible for the removal/disposal of that property damaged beyond repair.
 - (b) If no TSP is involved, the PPSO must dispose of the property in accordance with (IAW) Service/Agency disposal/salvage regulations. Where items can be repaired/salvaged, notify the customer and request instructions on repair/disposal. Do not dispose of damaged reparable property without the customer's consent.
 - (5) Contact the local SJA/claims office for instructions concerning personal property that is damaged while en route to final destination.
 - (6) Provide the customer with as much evidence as available to support the customer's claim.
- d. For the following unusual occurrences, PPSO personnel are responsible for verifying that TSPs/agents have completed the following actions:
 - (1) Theft/Vandalism:
 - (a) Notify the law enforcement agency(s).
 - (b) Provide 24-hour security.
 - (c) Advise the insurance company.
 - (d) Ensure security devices (doors, locks) are properly replaced/repaired.
 - (e) Ensure structural damage is repaired.
 - (f) Provide a detailed report of loss/damage.
 - (g) As necessary, begin unpacking/repacking of affected goods. Opened cartons must be repacked, resealed and marked "inspected".
 - (h) Clean/repair items. Records must be kept of all items sent out for repair or drycleaning.
 - (i) Obtain a copy of the police report.
 - (j) Prepare a written report within 10 working days (or as otherwise directed by the PPSO) of all known facts and events in chronological order. Include a statement from each employee involved.

- (2) Flood/Storm/Water or Fire/Smoke Damage:
 - (a) Take actions to prevent additional damage.
 - (b) Provide 24-hour security.
 - (c) Advise the insurance company.
 - (d) Begin unpacking, inspecting, drying, and repacking of affected goods. Cartons opened must be repacked, resealed, and marked "inspected".
 - (e) Clean/repair items. Records must be kept to identify all items sent out for repair or dry-cleaning.
 - (f) No items must be discarded until advised to do so by the PPSO.
 - (g) Provide a detailed report of loss or damage.
 - (h) Prepare a written report within 10 working days (or as otherwise directed by the PPSO) of all known facts and events in chronological order. Include a statement from each employee involved.
 - (i) Obtain a copy of the fire inspector's report.
- e. Areas disrupted by a strike or work stoppage.
 - (1) In addition to the information required in <u>Paragraph A.2.a</u> above, also provide the following:
 - (a) Labor and management contacts.
 - (b) Main issue in dispute.
 - (c) Date disruption began or may begin.
 - (d) Local union involved, names, and telephone numbers of union officials.
 - (e) Preliminary evaluation of the situation.
 - (2) Impartiality in Merits of Labor Disputes. The Federal Acquisition Regulation specifies that military representatives must remain impartial in labor disputes. They must refrain from taking a position on the merits of any labor dispute and must refrain from the conciliation, mediation, or arbitration of such disputes. The PPSO, however, must establish and maintain contact with individuals involved in disputes to ensure that they are taking all possible actions to avoid delays and stoppages in the movement of personal property. If possible, the PPSO must attempt to obtain a voluntary agreement between management and labor that permits the continued movement of personal property shipments during the labor dispute. If a general agreement cannot be reached, the PPSO must seek an agreement for the movement of those shipments required to relieve hardships imposed upon customers. In either case, the PPSO's actions may not involve, or appear to involve, the PPSO in the merits of the dispute.
- 3. Actions to be taken by installation CDRs. The CDR of an installation in an area by a strike, embargo, or work stoppage must determine those affected shipments that causes extreme personal hardship to the customer and requires special arrangements for release or delivery. Names of the customers and the reasons, in detail, for the declared hardships must be furnished to the USTRANSCOM-designated representative with information copies to Service Headquarters (HQ). Before identifying an affected shipment as a hardship case, the PPSO must coordinate with the installation CDR to attempt to provide the customer or the customer's family whatever resources may be available, including government household furnishings and other light

housekeeping items, to alleviate the potential hardship. In addition to notification of hardship cases, specify whether military personnel and equipment under control of the installation must be made available to remove such shipments from the affected facilities.

- 4. Actions to be taken by USTRANSCOM. Upon notification of an emergency condition affecting or expected to affect the movement or storage of personal property shipments, the following actions must be taken:
 - a. Immediately notify the DoD Components and United States Coast Guard (USCG) of the nature of the unusual occurrence, the extent of the disruption, and the area affected. When warranted by the nature of the situation, submit periodic progress reports pending return of the area to a normal condition.
 - b. Provide immediate traffic management guidance to the PPSO or Personal Property Processing Office (PPPO) nearest the site of the occurrence and ensure compliance with the provisions of Paragraph A.2.a.
 - c. Advise all PPSO and military ocean and air terminals of the nature of the occurrence and the capability of installations in the affected area to receive personal property shipments.
 - d. Provide instructions for disposition of shipments currently in transit to the affected area.
 - e. Provide assistance to the responsible PPSOs in the diversion or reconsignment of personal property shipments to temporary storage areas and direct the relocation of personal property shipments.
 - f. Authorize the PPSO to use TSPs' and TSPs' agents' facilities located outside the area of responsibility (AOR) to prevent service failures.
 - g. During a strike or work stoppage, appoint a strike coordinator to maintain contact with the PPSO, union officials, and management to assist in the movement of hardship cases. Upon notification from a PPSO that a customer's frustrated shipment has been declared a hardship, prepare electronic notification (information copies to the Service/Agency HQs responsible for the installation), including, but not limited to, the following:
 - (1) A statement that the CDR of the affected installation has determined that a hardship exists. For each hardship case, provide the customer's name, rank/grade, last 4 of the Social Security Number (SSN), branch of Service/Agency, and describe in detail the existing hardship.
 - (2) Notification of whether the CDR of the affected installation must provide military personnel and equipment to remove shipments from the affected facilities to alleviate hardship cases.
 - (3) Notification that union and management officials agree to removal of such shipments by military personnel and equipment.
 - (4) A statement that a uniformed military officer and a union representative must be present during removal of personal property shipments and that the use of force or the appearance of force must be avoided, as well as any action that might affect ongoing labor negotiations. In the event of difficulty, removal efforts must be suspended and military personnel removed, and the situation must be reported to USTRANSCOM. The concurrence of the responsible SJA must be secured before the above notification is released.

- 5. USTRANSCOM. Upon receiving notification of an emergency condition that affects, or can be expected to affect, the movement or storage of personal property shipments, USTRANSCOM, after consultation with the SJA, must:
 - a. Issue specific instructions to responsible elements to ensure the continued movement and security of personal property shipments when a major unusual occurrence encompasses a widespread area.
 - b. Issue worldwide instructions for disposition of shipments destined to affected areas where restrictions on incoming shipments have been imposed.
 - c. Provide necessary guidance for the release and movement of shipments to alleviate reported hardship cases.
 - d. Advise each Service/Agency HQs of the number of shipments involved, by Service/Agency, and provide information concerning the status of each shipment.
 - e. Request approval of the assistant secretary of the military department responsible for an affected installation to use installation vehicles and uniformed personnel for removal of shipments required to alleviate hardship cases.
 - f. Issue specific guidance and instructions to responsible elements to minimize the effects upon the movement of personal property in the event of an unusual occurrence involving major segments of the transportation industry (such as longshoremen or maritime strikes).
 - g. Coordinate with the Service/Agencies for the diversion to other codes/modes those personal property shipments in jeopardy of missing the required delivery date (RDD).
 - h. Direct the TSP or warehouseman to take immediate action to account for, secure, protect, and control all shipments.

B. PERSONAL PROPERTY SHIPMENTS OF DECEASED CUSTOMERS

This paragraph sets forth policy and procedures for transportation of personal property of deceased customers. It prescribes procedures to be followed at both origin and destination and designates responsibilities for notification and shipment monitoring. This paragraph applies to all methods and modes of shipment of personal property for deceased customers. For entitlements please refer to the Joint Travel Regulation. The term "BLUEBARK" must be used to designate a personal property shipment of a deceased customer.

- 1. Documentation required to support the movement of personal property belonging to a deceased customer is identified in Chapter 401. The PPSO must coordinate with the casualty assistance officer/mortuary officer to ensure they have complied with the DoD Component publications prior to arranging or effecting the movement of personal property.
- 2. Origin PPSO. In the case of a BLUEBARK shipment, the origin PPSO must:
 - a. Mark the words "BLUEBARK" in a conspicuous place on all shipping documents.
 - b. Notify the destination PPSO by electronic means of the impending BLUEBARK shipment to include copies of all documentation (annotated with the term "BLUEBARK") to the destination PPSO/JPPSO. Advance documentation must be provided in a timely manner to allow the destination PPSO/JPPSO sufficient time to contact the TSP and consignee before arrival of the shipment. The receiving office must forward the documentation to the responsible inspection office.

- c. The destination PPSO must:
 - (1) Contact the delivering TSP and the consignee upon receipt of advance documentation to effect coordination of the delivery (no direct delivery authorized),
 - (2) Inform the casualty assistance officer of the projected shipment delivery.
 - (3) Inspect the shipment upon delivery and remain at the delivery site to record damages and provide assistance.

C. TSP BANKRUPTCY/REVOCATION/DISQUALIFICATION PROCEDURES

- 1. USTRANSCOM must establish internal procedures to take action to protect the U.S. Government and the property belonging to DoD Component's customers in all TSP bankruptcy/revocations and disqualifications. These procedures must include a process to ensure that the DoD Component's claims services and finance centers receive prompt notice of any bankruptcy filing.
- 2. Action Taken by the PPSO.
 - a. Identify/locate all shipments tendered to the TSP (i.e., origin, in transit, destination).
 - b. Provide USTRANSCOM with a list of all shipments that have not arrived at destination.
 - c. Comply with USTRANSCOM instructions to effect onward movement and issue all documentation necessary to complete movement of shipments frustrated in their AOR (to include those shipments at origin or destination port agent facilities ready for onward movement).
 - d. International shipments frustrated at commercial ports due to nonpayment of charges refer to the International Tender.
 - e. Upon notification from USTRANSCOM to terminate shipments of a bankrupt TSP, must immediately attempt to locate all shipments within their AOR.
 - (1) Shipments Still at Origin.
 - (a) Shipments that have been awarded but not picked up must be pulled-back and reawarded to another TSP.
 - (b) Shipment that have been picked up and are at the origin agent's facility must be pulled-back and rebooked with another TSP. State in the Remarks block of the bill of lading (BL) the rationale for shipment termination and cross-reference BLs.
 - (2) Shipments at Destination.
 - (a) Shipments at the TSPs destination agent's facility. Terminate the shipment by issuing a Standard Form (SF) 1200, Government Bill of Lading Correction Notice, Figure 410-1, effective the date the shipment was received by the destination agent. State in the remarks section, "BL terminated at destination agent due to the, i.e., non-use, disqualification of (TSP name)." For International Through Government Bill of Lading (ITGBL) shipments moving under Single Factor Rates (SFR) that include unpacking, show SFR reduction for nonperformance of unpacking, i.e., "International Tender number (state number) applies (\$______) per (net or gross) cwt reduction to SFR. Household goods (HHG) containers which are the property of (TSP name) must be made available to (TSP name) or their designated agent upon delivery of the shipment." Use DPM TSP for all further services or pay the destination agent for services performed as follows:

- 1 Army, Air Force, Navy, and Coast Guard: Pay the destination agent on a local purchase order or blanket purchase agreement.
- Marine Corps: The destination agent must submit an invoice for services performed to the destination PPSO for certification and then forward the invoice to the Commanding General, Marine Corps Logistics Base (Code 470), Albany, GA 31704, for payment with a copy of the DD Form 1299, Application for Shipment and/or Storage of Personal Property, Figure 410-2; Orders; DD Form 619, Statement of Accessorial Services Performed, Figure 410-3; SF Form 1200, Government Bill of Lading Correction Notice, Figure 410-1; and terminated BL.

Intermediate Locations.

- (1) Shipments on Hand at Intermediate Locations. The PPSO responsible for the area where the property is located (to include shipments at origin or destination port or port agent facilities) must terminate the shipment by issuing a SF 1200, to be effective the date shipment was received. State in the remarks section, "BL terminated at (state point where shipment was terminated) due to the (reason for termination (i.e., non-use, disqualification) of (TSP name)." "(TSP name) can bill for services performed to (termination point)." Issue a new BL for onward movement using the following instructions.
 - (a) Shipments at the Destination Port or Destination Port Agent. Tender the shipment as a DPM shipment. Issue a new BL to the new TSP to the final destination showing origin (Block 19) as the point where the shipment is located. Cross-reference the old and the new BL and TSP names on both the BL correction notice and the new BL. State in the Remarks section (Block 25) of the new BL, "Onward movement of frustrated shipment due to (i.e., non-use, disqualification) of (TSP name)," and "HHG containers which are the property of (TSP name) must be made available to (TSP name) agent at destination upon delivery of the shipment." If the shipment is being held by the port agent for payment of port services, arrange for payment to the port agent by a local purchase order. For overseas Personal Change of Station (PCS) shipments, the above information must be entered on the freight warrant or other document issued to complete movement to destination.
 - (b) Shipments at the Origin Port or Origin Port Agent. Tender the shipment to a new ITGBL TSP with cost favorable rates from the termination point. In the Remarks section (Block 25) show the SFR reduction for non-performance of packing (i.e., "International Tender number (state number) applies. (\$_______) per (net or gross) cwt reduction to SFR.") The new TSP must obtain new weight tickets. State in Remarks section (Block 25) of the new BL, "Onward movement of frustrated shipment due to (i.e., non-use, disqualification) of (TSP name)," and "HHG containers which are the property of (TSP name) must be made available to (TSP name) agent at destination upon delivery of the shipment." Cross-reference the old and the new BL and TSP names on both the SF 1200 and the new BL.
- (2) Shipments Held by Line-Haul/Flatbed/Motor Freight TSPs at Origin Port for Payment of Line-Haul Charges.
 - (a) The PPSO/port receiving information that a shipment is being held at the port must notify the origin PPSO who must terminate the original BL at the origin agent's warehouse by issuing a SF 1200. State in the Remarks section, "BL terminated at (name of origin agent) due to (i.e., non-use, disqualification) of (TSP name)."

- "(TSP name) can bill for origin services only in accordance with item (item number) of International Tender"
- (b) The origin PPSO must issue a new BL to a new TSP from the origin agent's warehouse to the final destination. Advise the new TSP that the shipment is being held by line-haul/flatbed/motor freight TSP at the origin port (identify specific location) and the new TSP must be required to pay the TSP holding the shipment for the line-haul charges to the port and arrange for onward movement to the final destination. The BL Remarks section (Block 25) must show SFR reduction for non-performance of packing (i.e., "International Tender number (state number) applies. (\$________) per (net or gross) cwt reduction to SFR.") Also state in the Remarks section, "HHG containers which are the property of (TSP name) must be made available to (TSP name) agent at destination upon delivery of the shipment," and "Onward movement of frustrated shipment due to (i.e., non-use, disqualification) of (TSP name)." Cross-reference the old and the new BLs and TSP names on both the SF 1200 and the new BL. The new TSP must obtain new weight tickets.
- (3) Domestic Shipments Abandoned/Frustrated at a Point En Route to Final Destination. The PPSO responsible for the area where the shipment is frustrated must terminate the original BL at the point where the shipment is located by issuing a SF 1200. State in the Remarks section (Block 25), "BL terminated at (termination location) due to (reason for termination) of (TSP name)." "(TSP name) can bill for services to (shipment location)." Issue a new BL to a new TSP for movement to the final destination showing the origin as the point where the shipment is located and state in the Remarks section (Block 25), "Onward movement of frustrated shipment due to (i.e., non-use, disqualification) of (TSP name)." For Code 2 (containerized) shipments, state in the Remarks section (Block 25), "HHG containers which are the property of (TSP name) must be made available to (TSP name) agent at destination upon delivery of the shipment," and "No packing services performed. TSP can bill for line-haul and services certified by PPSO." Cross-reference the old and the new BLs and TSP names on both the SF 1200 and new BL. The TSP must obtain new weight tickets.
- (4) Domestic Shipments Moving by an Alternate TSP for (TSP Name) That Become Frustrated En Route. The PPSO receiving information that a shipment is being held must notify the origin PPSO who must cancel the original BL at origin by issuing a SF 1200. State in the Remarks section (Block 25), "BL canceled due to (i.e., non-use, disqualification) of (TSP name)." Issue a new BL to the alternate TSP from origin to final destination. Cross-reference the old and the new BLs on both the SF 1200 and the new BL. If the alternate TSP does not have rates on file, move under the TSP's commercial tariff. The new TSP must obtain new weight tickets.
- (5) Domestic mobile home or boat tow-away shipments must be handled IAW the "Termination of Service" item in the Mobile Home Solicitation.
- g. Shipments Detained by Ocean TSPs for Nonpayment of Ocean Charges.
 - (1) Unless otherwise directed by USTRANSCOM, the USTRANSCOM-designated representatives must ascertain those shipments being held at the ports in their AOR for nonpayment of ocean charges and must notify USTRANSCOM to solicit one-time-only (OTO) rates. Coordination with USTRANSCOM may be necessary to determine whether port solicitations or individual shipment OTOs are required. Requests for individual OTOs must include the customer's name/rank or grade/SSN, code of service, BL, RDD, origin port, present location of shipment, pieces/weight/cube, ocean

- TSP/vessel/voyage number, ocean bill of lading number, container number, final destination, and responsible destination Transportation Office (TO).
- (2) USTRANSCOM must solicit competitive OTO rates by individual ports or, where volume is limited, by individual shipment rather than by port. TSPs that bid must be required to pay the ocean charges and all other charges that may have accrued (i.e., demurrage, storage, port handling, drayage), and complete movement to final destination.
- (3) When the OTO bids have been processed, USTRANSCOM must provide the destination PPSO and USTRANSCOM-designated representatives, by electronic means, the names of the TSPs selected to move the shipments. If the solicitation is by port, the primary and secondary TSPs selected to service each port, their OTO tender number, and the rate information must be provided.
- (4) Each destination PPSO that has shipments in this category is responsible for issuing all documentation for shipments destined to their activity. If the solicitation is by port, the USTRANSCOM-designated representative must provide the responsible destination TOs a list of all shipments being held at the various ports that are destined to their activity. The list must include the customer's name, BL number, origin port, and present location of shipment. Upon receipt of this information, each destination TO must be responsible for issuing the following documents to complete movement of these shipments.
 - (a) Issue a SF 1200 to terminate the original BL at the origin port. State in the Remarks section (Block 25), "BL terminated at (name of origin port) due to the (i.e., non-use, disqualification) of (TSP name)." "(TSP name) can bill for services to the origin port only in accordance with items (item numbers) of ITGBL Rate Solicitation number (number)."
 - (b) Issue a new BL to the OTO TSP. Cross-reference the old and the new BLs and the TSP names on both the SF 1200 and new BL. In Block 19 of the new BL show the name of the origin port where the original BL was terminated and state in the Remarks section (Block 25) the current location of the shipment (i.e., Port of Baltimore). In "Consignee" (Block 18), show the final destination of the shipment. State in the Remarks section (Block 25), "HHG containers which are the property of (TSP name) must be made available to (TSP name) agent upon delivery of shipment" and "Onward movement of frustrated shipment due to (i.e., non-use, disqualification) of (TSP name). All ocean charges, including storage and dravage. must be paid by Finance on a submission of a paid invoice." In "Tariff or Special Rate Authorities" section (Block 31), show the OTO tender number and OTO rate. If the solicitation is by port, show the OTO tender number and statement "See Remarks Block." In the Remarks section (Block 25), show the rate information provided by USTRANSCOM. The OTO TSP must obtain new weight tickets. For a pickup date, use the date the BL was issued. Establish the RDD based on the pickup date, plus 5 days.

- h. Recovery of Excess Funds Expended by the DoD to Complete Movement.
 - (1) All PPSOs, immediately upon completion of retendering of all frustrated shipments must forward a list of all shipments retendered by their activity to USTRANSCOM. The following information must be included in the lists.
 - (a) Customer's last name, first name, middle initial.
 - (b) Rank or Grade.
 - (c) SSN/Employee Identification Number
 - (d) Branch of Service/Agency.
 - (e) Original BL number.
 - (f) Name of new TSP.
 - (g) New TSP BL number.
 - (h) Paying finance office.

NOTE: If a purchase order or freight warrant was issued to cover payment of services performed, indicate this and provide a copy of the paid bill to USTRANSCOM.

- (2) USTRANSCOM must consolidate all data for their use in the audit of these shipments for recovery of excess funds expended by the DoD to complete movement of the shipments.
- (3) USTRANSCOM must provide the results of the recovery actions to the Services involved.

D. EMERGENCIES INVOLVING SHIPMENTS IN NTS (CONTINENTAL UNITED STATES)

- Purpose and Scope. This paragraph prescribes procedures and provides guidance for the
 notification to USTRANSCOM, of any incident at a commercial storage facility that affects, or is
 likely to affect, the storage of personal property. It applies to any incident (such as flood, fire,
 and unlawful entry) that causes, or is likely to cause, loss or damage to stored personal property.
 It also applies to bankruptcy proceedings or any adverse actions against or by a storage provider
 that impedes or prevents the removal of goods from storage or result in loss or damage to stored
 personal property.
- 2. Actions to Be Taken by the PPSO.
 - a. Upon becoming aware of an incident or situation that is causing, or is likely to cause, loss, damage, or frustration of personal property shipments in storage, the PPSO must immediately notify the responsible USTRANSCOM Storage Management Office (SMO) or theater USTRANSCOM office. Incidents or situations to be reported include, but are not limited to, the following:
 - (1) Natural disasters (such as floods, fires, and storms).
 - (2) Unlawful entries.
 - (3) Strikes, work stoppages, or embargoes.
 - (4) The seizure of a storage facility for failure to pay just debts.
 - (5) Closure of a storage facility in compliance with a court order.

- (6) Action on the part of the storage providers creditors to file a bankruptcy petition.
- (7) Failure on the part of the storage provider to fulfill all the terms and conditions of the Tender of Service for storage of HHG and related services (Appendix J).
- 3. USTRANSCOM Notification Furnished to the DoD/USCG Components. To inform the DoD of unusual circumstances that may result in the filing of a large number of claims for loss or damage to stored personal property shipments, the CDR, USTRANSCOM, must provide each DoD component claims office a copy of the SMO or theater USTRANSCOM offices final report.

E. MOLD PREVENTION AND REMEDIATION

The TSP may be liable for additional damage that results from its failure to take reasonable steps to mitigate the extent of the loss. For example, if a shipment is damaged by water, the TSP, as soon as practical, should attempt to clean and dry the items, rather than allow further damage (e.g., rust, warping, or mildew), to develop from prolonged exposure to dampness. The PPSO/PPPO may direct the TSP to undertake specific mitigation work, or may authorize payment for mitigation work, subject to later determination of whether the government or the TSP is liable for the cost. The cost of any such mitigation efforts not paid for by the government is deducted from the TSP's maximum liability.

- 1. Mold. Shipments that develop mold in transit present special problems. When containers show signs of contamination, for example water saturation or mold growth on the exterior, the TSP is required to contact the responsible PPSO by phone and via written notification (e-mail preferred with Delivery and Read Receipt as proof of notification). The responsible PPSO will make arrangements with the closest PPSO/PPPO for a quality assurance (QA) inspector to be present at an agreed upon location within 2 business days to be present when the seals are broken and the containers are inspected for mold. If the PPSO/PPPO is unable to provide a QA inspector, contact USTRANSCOM at transit.mil. If there is no evidence of mold, the containers will be resealed and shipment will continue in transit to destination. If mold is discovered, the TSP will notify the customer and the inspecting PPSO/PPPO will notify the servicing Military Claims Office (MCO) and the destination PPSO (when applicable) with the findings. The TSP in possession at the time the mold is discovered is responsible for arranging mitigation.
- 2. Payment in lieu of remediation. Prior to undertaking any remediation work, the TSP procures the services of a qualified mold remediation firm, if reasonably available at the destination location, unless otherwise directed by the MCO or the PPSO/PPPO. The mold remediation firm will make a preliminary assessment of any mold damage and the TSP is required to provide a copy of any estimates to the PPSO, MCO, and customer. The MCO will determine whether circumstances warrant disposal of the contaminated shipment without attempting remediation after consultation with the TSP, mold remediation firm, PPSO/PPPO, and the customer. If the MCO determines that remediation is appropriate and reasonable under the circumstances, and the customer refuses delivery, the customer will be advised that the TSP is only liable for the lesser of the remediation cost or full replacement cost.
- 3. Items Suitable for Cleaning or Remediation. Whether mold contaminated items are suitable for cleaning or remediation depends upon several factors including, but not limited to, the extent of the contamination on a particular item, the nature of the material contaminated, limiting future contamination, and the cost of remediation in relation to the value of the item. If items are still wet, measures are normally taken to dry all items suitable for cleaning or remediation. The TSP will identify items that are suitable for cleaning or other remediation and items that are not suitable for cleaning or remediation. The TSP is required to notify the QA inspector and customer of the date/time/location prior to beginning the remediation process.

- 4. Items Not Suitable for Cleaning or Remediation. When it is determined that contaminated items are not suitable for cleaning or remediation, the TSP will notify the customer. The TSP is not required to transport containinated items not suitable for cleaning or remediation. The TSP will offer the customer an opportunity to inspect the shipment and remove items of sentimental or special value at the owner's discretion. Before removal of any items, the customer will be advised that the TSP may require the customer to release them from personal injury liability for exposure to mold.
- 5. Delivery of remediated items. Items that have been remediated will normally be delivered to the customer as soon as practical after remediation is complete. Before delivery, TSPs will notify the customer and PPSO/PPPO that the items have been remediated, are ready for delivery, and provide a reasonable opportunity to inspect the remediated items before delivery begins.
- 6. Customer inspects remediated items. If the customer inspects and accepts all remediated items, the goods will be delivered as soon as practical. If the customer does not accept the remediation on any item, the TSP will normally accept a claim for compensation at full replacement value. If the TSP disagrees with the customer on any item, the TSP will contact the destination PPSO of the conflict. The PPSO/PPPO will contact the servicing MCO who will make the determination on the disposition of the remediated items Each Service MCO can be found at https://www.militaryonesource.mil/moving-housing/moving/planning-your-move/customer-service-contacts-for-military-pcs/, Scroll Down to Service branch help desks, expand applicable Service by using the plus sign to the right.
- 7. Customer does not inspect remediated items. Some customers may decline to inspect or decline to respond to the notification to inspect remediated. When known, the customer should advise the TSP before delivery transportation begins that they will not accept the delivery. If the customer refuses delivery of remediated items after delivery of those items begins, the TSP will be instructed to transport those items to an DoD approved storage facility at the TSP's discretion. In either case, the TSP will notify the destination PPSO of the situation and await further direction. The PPSO/PPPO will contact the servicing MCO whom determines disposition of the remediated items in question.
- 8. Accessorial Services payments for mold contamination. Costs associated with mold remediation are normally at the expense of the TSP, however, accessorial service payments may be authorized under limited circumstances. Accessorial services for mold mitigation will normally be authorized when the mitigating TSP is not liable for the damage. The MCO will determine liability. Other factors that may warrant accessorial service payments include, but are not necessarily limited to, the number and size of contaminated shipments, the extent of contamination, and the availability of mitigation/remediation services at the location. Types of accessorial services that may be authorized for mold mitigation/remediation include, but are not necessarily limited to repacking, container costs, mold remediation firm services, estimate fees, drayage, TSP remediation costs, refused delivery charges, and disposal. Destination PPSO/PPPO will approve accessorial service payments to TSPs for the cost of government ordered testing or inspection or other charges occasioned by such orders when no outward indication of mold is present on the shipping container(s) and no mold is found in the container(s).
- 9. Code 5, Code J, and Code T mold contaminated shipments and shipments where the TSP is relieved from liability. When notified of the presence of mold, the destination PPSO/PPPO will approve accessorial service payments to TSPs for mold remediation on Code 5, Code J, and Code T shipments regardless of liability, and on shipments where the TSP has been relieved of liability, up to the TSP's maximum liability for that shipment. If the TSP is determined to be liable for the damages in a Code 5, Code J, and Code T shipment, the MCO will recover the payment either through voluntary refund from the TSP, offset, or through the claims process.

- 10. SIT during remediation. This service is normally at the expense of the TSP except for Code 5, Code J, and Code T, or after a determination that the TSP is not liable.
- 11. Disposal after payment in lieu of remediation. Destination PPSO/PPPO should approve accessorial service payments for TSP disposal of mold contaminated items when the TSP has made a payment to the customer in lieu of remediation and the TSP has exceeded their maximum liability on the shipment.
- 12. Disposal after refused delivery. Destination PPSO/PPPO may approve accessorial service payments to TSPs for refused delivery charges after remediation and disposal after remediation when the customer refuses delivery if the refusal was unreasonable under the circumstances and the TSP has exceeded their maximum liability on the shipment. The servicing MCO will determine the reasonableness of a customer's refusal of delivery.

ORIGIN (As shown in "Origin" block on GBL) ROUTE (Complete routing shown on GBL) TO: (Name and address of carrier/activity to which direct O. FROM: 1. BILL OF LADING NOW READS (Show the information correction.)	2. DATE GBL WAS ISSUED	5. DESTINATION (As	3. TOTAL WEIGHT SHOWN ON GBL shown in "Destination" block on GBL.) As shown on GBL under "For use of Issuing Office.") 9. Complete Items 9a, b, and c only when correction is made after transportation charges have been paid. a. D.O. VOUCHER NUMBER b. D.O. VOUCHER DATE	
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TO: (Name and address of carrier/activity to which direct D. FROM:	cted, including ZIP Code.)	7. ISSUING OFFICE (9. Complete Items 9a, b, and c only when correction is made after transportation charges have been paid. a. D.O. VOUCHER NUMBER	
0. FROM: 1. BILL OF LADING NOW READS (Show the information	cted, including ZIP Code.)		when correction is made after transportation charges have been paid. a. D.O. VOUCHER NUMBER	
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1. BILL OF LADING NOW READS (Show the information			b. D.O. VOUCHER DATE	
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1. BILL OF LADING NOW READS (Show the information			c. D.O. SYMBOL	
	as it reads prior to	12. CORRECT BILL OF LADING TO READ (Show how the corrected information should read.)		
3. AUTHORITY FOR CORRECTION (Tariff and item num	mbers; classification and item r	number; or other authority	for making the change.)	
4. REMARKS (Pertinent information not otherwise provide	led on the form. If more space	is required, use reverse s	ide of this form.)	
5. INFORMATION COPY TO (Name and address, includi	ling 7(P Code)	16 CIONATURE AND	TITLE OF INITIATING OFFICIAL	
2. THE CHAINELLION COPT TO (Name and address, Includi	mg AIF Gude.)	10. SIGNATURE AND	THE OF INTERCLING OFFICIAL	
SN 7540-01-140-5524			SENTATIVE'S SIGNATURE (Require when notice is initiated by ortation charges are affected.)	

Figure 410-1. SF 1200, Government Bill of Lading Correction Notice

APPLICATION FOR SHIPMENT AND/OR STORAGE OF PERSONAL PROPERTY (Read Privacy Act Statement on back before completing form.)					1. DATE PREPARED (DDMMMYYYY) 2. SHIPMENT NUME			SHIPMENT NUMBER	
3. NAME OF PREPARING OFFICE				,	4. TO (Responsible Origin Personal Property Shipping Office)				
				a. NAME					
5. DESTINATION PERSONAL PROPERTY SHIPPING OFFICE				b. ADDRESS (Street, Suite	Number, City, St	ate, ZIP Code)			
a. NAME									
b. TELEPHONE NUMBERS (Include Area Code)			c. TELEPHONE NUMBERS (Include Area Code)						
6. CUSTOMER INFORMATION	u .								
a. NAME (Last, First, Middle Initial)					b. DOD ID			c. RANK/GRADE	
d. AGENCY			e. EMAIL ADDR	RESS PRIMA	RY (Work)	f. EMAIL ADD	RESS ALTERN	IATE (Personal)	
7. REQUEST ACTION BE TAK	CENI TO T	DANCBORT	OD STORE T	UE EOU O	WING HOUSEHOLD OO	ODS/UNACCO	MDANIED DA	CCACE!	
ITEMS AND/OR POUNDS O								AGGAGE/	
a. AUTHORIZED WEIGHT		b. ESTIMATE	D WEIGHT		c. ESTIMATED MEMBER	PBP&E	d. ESTIMATE	D MIL SPOUSE PBP&E	
TINO OLUBRATION OF THE	. 10 5 5 5			E011	10.000000				
B. THIS SHIPMENT/STORAGE a. TYPE ORDERS (X one)	IS REQ	UIRED INCI	DENT TO THE I		IG ORDERS:	c. NEW DUTY	ADDIONIMENT.		
	PORARY		D. 18801	EDBI		C. NEW DUTY	NJOIUNINEN I		
d. DATE OF ORDERS (DDMMMYY	YY)				e. ORDERS NUMBER	1			
9. PICKUP (ORIGIN) INFORMA	ATION				10. DESTINATION INF	ORMATION			
a. ADDRESS (Street, Apartment Nu	ımber, City	, County, State	e, ZIP Code)		a. ADDRESS (Street, Apar	tment Number, Ci	ty, County, Stat	e, ZIP Code)	
L TELEBLIONE NUMBERS (5 : 5		(lasted - 1	0-4-1		h TELEBUCKE WILLIAM	0 (0.4.4)	(I) //==lu-1-1	0-4-1	
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c. AGENT DESIGNATED TO RELEA	ASE PROF	PERTY/TELEF	PHONE NUMBER	2	c. AGENT DESIGNATED TO RECEIVE PROPERTY/TELEPHONE NUMBER				
11. EXTRA PICKUP INFORMATION (If applicable)				12. EXTRA DELIVERY INFORMATION (If applicable)					
a. ADDRESS (Street, Apartment Nu			e. ZIP Code)		a. ADDRESS (Street, Apar				
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a. ADDITEGO (OBOOL, APARITICIA MA					a. 7.23. (32.33, 7.35)	,			
	-lome/Cell)	(Include Area	Code)		b. TELEPHONE NUMBER		l) (Include Area	Code)	
b. TELEPHONE NUMBERS (Duty/H					b. TELEPHONE NUMBER	S (Duty/Home/Cel			
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Figure 410-2. DD Form 1299. Application for Shipment and/or Storage of Personal Property

PRIVACY ACT STATEMENT

AUTHORITY: 37 USC 406 and 5 USC 5726.

PRINCIPAL PURPOSE(S): For evaluating requests submitted by Service members and eligible individuals for shipment and/or storage of personal property. Also used to prepare the Government bill of lading and other shipping documents (as applicable) to move the personal property. Used by the Finance Office for collection from the customer in case goods to be shipped exceed Government entitlement limits.

ROUTINE USE(S): DD Form 1299 may be provided to commercial Transportation Service Providers (TSP) carriers and/or their designated shipping agents as the official shipping and storage order.

DISCLOSURE: Voluntary; however, failure to provide the requested information may delay shipment and/or storage of your personal property and impede storage arrangements.

CERTIFICATION OF SHIPMENT RESPONSIBILITIES

In consideration of said household goods or mobile home being shipped at Government expense, I hereby agree that:

- 1. This shipment/storage lot consists of my property or the property awarded to my ex-spouse incident to a divorce which was acquired by me prior to the effective date of my orders.
- If my orders are modified or cancelled and affect this shipment, I will immediately notify the shipping office at point of origin (or port, if any) and destination.
- I will remit the proper amount or consent to the collection from my pay as may be necessary to cover all excess costs occasioned by this shipment.
- 4. I agree, prior to shipment and at my expense to place my mobile home in condition to withstand transportation.
- 5. I understand the entitlements for transportation of my mobile home and/or shipment of household goods/unaccompanied baggage are provided for in Chapter 5 of JTR.
- 6. I understand the Government will not be responsible for goods remaining in storage after the expiration of the authorized period. I also understand the timeline for all my responsibilities for filing a claim on those goods begins when Government responsibility expires.
- 7. Professional books, papers and equipment are or were necessary in the performance of official duties Member/Spouse if applicable.

CONDITION FOR STORAGE

In consideration of said household goods being stored at Government expense, I hereby agree as follows:

- 1. I will notify the transportation office responsible for storing my nontemporary storage account of any changes in my storage entitlement.
- The Government is authorized to enter into any agreement and to do all acts and things which may be convenient or necessary to store the household goods. Storage of the household goods is furnished subject to such applicable laws and regulations as are now or may hereafter be in effect
- 3. The Government may store the household goods in Government facilities or in commercial storage under a Government contract.
- 4. The Government may move or transfer by any appropriate means the household goods from their present location to Government or commercial storage facilities and from such facilities to an appropriate destination upon termination of storage.
- 5. When the household goods are stored in Government facilities and the authorized period for storage at Government expense expires, the Government may require me to remove the household goods from their place of storage. In the event, after 30 days notice, I fail to remove the household

goods, or if, after diligent effort, notice to me cannot be effected, the Government may proceed as follows: (a) place and store the household goods in commercial storage at my expense, or (b) if a commercial warehouse will not accept the household goods for commercial storage at my expense, the Government is hereby authorized to take whatever action in accordance with law and regulation may be deemed appropriate to effect disposition of the household goods.

- 6. When the household goods are stored in commercial facilities and the authorized period of storage at Government expense expires, all storage and incidental charges accruing after the last day of the authorized period of storage shall be at my expense.
- 7. The Government shall not be liable for charges incident to storage or services in connection with the household goods (1) not authorized by law or regulation to be at Government expense, (2) in excess of weight limitations imposed by law or regulation, or (3) after the expiration of the period of which storage at Government expense is authorized.
- 8. All new Government contracts for the storage of household goods limits the liability of \$6.00 times the net weight of the lot is mandatory at each NTS Facility location. Applicants are advised to consider obtaining insurance on their household goods while such goods are in storage.

DD FORM 1299 (BACK), MAR 2022

Figure 410-3. DD Form 1299. Application for Shipment and/or Storage of Personal Property (Cont'd)

STATEMENT OF	OMB No. 0704-0531 OMB approval expires Mar, 31 2022							
The public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at what microlex.esd.mibrard-doc-informationcollections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION.								
1. BILL OF LADING NUMBER 2. 0	3. RANK/GRADE							
4. ORIGIN OF SHIPMENT	6. DESTINATION OF	SHIPMENT						
7. ORDERING ACTIVITY/INSTALLATION NAM	8. SCAC/NAME OF TRANSPORTATION SERVICE PROVIDER (TSP)	9. NAME OF AGENT						
10. TSP SHIPMENT REFERENCE NO. 11.	SIGNATURE OF TSP REPRESENTATIVE		12. DATE (DDMMMYYYY)					
13. ADDITIONAL SERVICES (Enter additional in	nformation in Item 14, "Remarks".)							
a. CRATES (Indicate number of crates and name	e of Item(s) In "Remarks".)	d. EXTRA PICKUP						
b. THIRD PARTY SERVICES (I.e., Schranks	pool table, etc. Must provide invoice to PPSO.)	e. EXTRA DELIVERY	,					
 c. SHUTTLE SERVICE (Describe in "Remarks 	*.)	f. OTHER (Describe in	"Remarks".)					
15. STATEMENT OF OWNER								
a. MATERIALS WERE FURNISHED/ACCESSORIAL SERVICES WERE PERFORMED (X all that apply.)								
	DESTINATION	OTHER (Explain in *Rer						
, ,	explained ALL that apply in Item 13, "Additional Service	-	c. DATE (DDMMMYYYY)					

Figure 410-4. DD Form 619 – Statement of Accessorial Services Performed