BACKGROUND:

A notice regarding a proposed change to the Defense Transportation Regulation, Part IV, Personal Property, was published in the federal Register, Vol 67, No. 70, Pages 17679-17680, Thursday, April 11, 2002. In response to this notice, the carrier associations and individual carriers and agents submitted approximately 200 individual comments. All of the comments were reviewed and carefully considered. The sections below are a consolidation of the comments, arranged by location within the publication. Each consolidated comment lists the page number, paragraph, a synopsis of the input, the individual group(s) that made the input, and the disposition of the comment.

FORWARD:

Page IV-ii – Change effective immediately – should coincide with rate cycle (AMSA, HHGFAA, MM Smith)

Non-Concur: Recognize that this publication will ultimately affect carrier costs, but some portions of this document must be released as soon as possible. Language in the Forward will be will be altered to read as follows, "This publication is effective immediately and all subsequent solicitations/agreements should be updated accordingly as cycles allow, to reflect these terms and conditions."

DEFINITIONS:

22. Appliance Servicing should say "Does not include disconnection or reconnection of water, gas, electrical, vents, icemakers, etc." (AMSA, Stevens, National)

Concur: Added sentence reading, "Does not include disconnection or reconnection of water, gas, electrical, vents, or icemakers."

32. Best Value – do not agree that all factors listed pertain to Personal Property Program. (COVAN)

Non-Concur: As written, definition states factors could be considered, not that they must be considered. Listed as examples.

37. Carrier should be redefined as "Any individual, company or corporation engaged in the movement of cargo, passengers or household goods, which assumes responsibility for the transportation of such property from point of receipt to point of destination and holds an appropriate permit or certificate from the state or federal government, as applicable, authorizing the movement of personal property and/or mobile homes." (If this is unacceptable, redefine "Primary Carrier," "Equalization Carrier," and Other Participating Carrier" to include Freight Forwarders) (HHGFAA, COVAN)

Concur, except reads "any individual, company or corporation commercially engaged ….. '

82. Diversion should indicate that this is a change made "while the shipment is still in transit." (AMSA, Stevens, National)

Non-Concur: As written, definition says en route.

Page IV-xxvii – Under present Personal Property system, Alaska is considered domestic for HHG and overseas for UB – this should be reflected in "Overseas" definition. (HHGFAA, COVAN)

Concur, Added language at the end of the definition "Note: Alaska is considered domestic for HHG and overseas for UB."

107. Interstate Shipments should also include "Shipments having an origin and destination within a state but cross over through another state during movement are also classified as interstate shipments" (AMSA)

Concur, Added language at the end of the definition "Shipments having an origin and destination within a state but cross over/through another state during movement are also classified as interstate shipments"

132. Net Weight definition relates solely to containers – may want to include definition of net weight for loose items. (HHGFAA, Stevens, COVAN)

Non-Concur: The weight of loose items is the net weight.

164. Required Port Delivery Date does not reflect current provisions of a time spread for the delivery of the UB to the Aerial Port – recommend updating this definition (to include other RPDD references within the document) to include the time spread provision. (Allied, Global)

Concur: RPDD was a conceptual part of a program that has been terminated. Removed RPDD and all references.

DITY (Do It Yourself) Moves definition was removed and should be added back in. (Stevens)

Non-Concur: DITY refers to a specific program that has been discontinued. See definition for Personally-Procured Move (PPM)

Hazardous Material definition was removed and should be added back in. (Stevens)

Concur: Added definition as follows:

"Hazardous Material. Any material having one or more hazardous characteristics. Hazardous materials (HAZMAT) are classified according to the greatest hazard present. For the purpose of this Regulation, categories of HAZMAT are defined as follows:

a. Combustible Liquid. Any chemical compound or mixture containing an explosive composition that ignites spontaneously or undergoes a marked decomposition when subjected to heat.

b. Corrosive Liquid. Any material that causes visible destruction or irreversible alteration in human skin tissue on contact or in case of leakage from its package, a liquid that has a severe corrosion rate on other materials.

c. Explosive. Any chemical compound, mixture, or device of which the primary or common purpose is to function by explosion, that is, with substantially instantaneous release of gas or heat.

d. Flammable. Any solid or liquid material other than one classified as an explosive that, under conditions incident to transportation, is liable to cause fires through friction or spontaneous chemical change, yields fumes that stimulate the combustion of organic matter or that can be ignited readily, and, when ignited, burns so vigorously and persistently as to create a serious transportation hazard.

e. Gas, Compressed. A cylinder charged with compressed gas."

Long Delivery should be defined. (National)

Concur: Added, "Long Delivery. Delivery from a destination SIT warehouse more than 30 miles from the nearest carrier DOD approved warehouse in the domestic program; and household goods more than 50 miles, and unaccompanied baggage more than 30 miles in the international program."

Theater should be defined. (National)

Concur: Added, "Overseas Theater: An overseas area composed of those elements of one or more of the Armed Services, designated to operate in a specific geographical area, i.e., the Pacific, European, Southern, or other command."

Rate Area should be defined. (National)

Concur: Added, "Rate Area: An area is generally defined as each of the States and the District of Columbia in the Continental United States (US), a Country/US possession, or other such description in the overseas area. However, individual States and Countries may be subdivided into two or more rate areas or combined into a single larger rate area to facilitate service and rate computations."

"Foreign" Agents (from page IV-406-1, para. A.1.) should be defined. (AMSA)

Concur with intent but new definition not added: The sentence on page IV-406-1, para A.1., which is the only place DTR Part IV mentions "foreign" agents, rewritten in a manner that is self-explanatory. The next to the last sentence modified to read as follows: "Waivers are not allowed to be issued by a carrier to an agent/entity the carrier has no contractual agreement

with so the agent can bill directly for SIT, unless the carrier gives up his right to the PPGBL/BL entirely to that agent/entity."

WEB SITES:

Page IV-xliii – SDDC Personal Property Website is incorrect (AMSA)

Concur: Updated URL

Chapter 401:

Pages IV-401-2 through 17: New section that has nothing to do with Personal Property – remove (AMSA, COVAN)

Non-Concur: "Individual Roles and Responsibilities" section was provided at the request of the Services for use by the individual TOs. The information contained in this section is for the benefit of the base level TO.

Pages IV-401-19 and 20: Member should be able to select "Full Replacement Valuation" and declare a value of more than $3.50 per pound. (AMSA, COVAN)

Non-Concur: $3.50 is the current amount per pound. OSD, USTRANSCOM, the Military Services, and SDDC are currently exploring the possibility of increasing this amount. DTR will be changed to reflect this when a final decision is made.

Page IV-401-19 Notes 1 & 2 References to "Insure" and "Insurance" need to be changed to "Value" and "Valuation" (Allied, Global)

Non-Concur: Suggestion staffed through SDDC JAG, changing the above language will alter the intent.

Page IV-401-20 para. D.2.t. The language on the PPGBL public file used to say "for review by carriers." This language should be restored. Making it available in TOPS is not making it "public" for carrier access (AMSA, COVAN)

Concur. This information is accessible on the SDDC Website -- Altered language to read: "Maintain the PPGBL public file and ensure it is available on the HQ SDDC web-site at www.sddc.army.mil/frontDoor ."

Page IV-401-21 para. D.2.u. Tracing "after RDD has expired" is not necessary unless the member needs to know where the shipment is. (AMSA)

Non-Concur: The verbiage is appropriate. A tracer action would be necessary if the shipment did not arrive at destination after the RDD has expired; language altered at the request of the Services.

Page IV-401-21 para. D.2.v. Long Delivery Certificates – why do they need to be certified? (AMSA, COVAN)

Non-Concur With Altering Language: Long delivery certificates must be certified by TO/PPSO to ensure the long delivery was authorized. Also, the use of Government funds necessitates measures of overseeing obligated expenditures. Issue should be addressed under future program.

Page IV-401-22 para. D.2.ll. "Member's responsibilities" is buried in a subparagraph under "someone else's" responsibilities. Make separate. (AMSA, COVAN)

Concur: Members responsibilities fall into a new paragraph -- Para D.3. "TO/PPSO/CPPSO/JPPSOs will advise the member/employee of his/her responsibilities to be performed during the movement process. The member/employee must:" -- Existing Paragraphs D.3., D.4., and D.5. renumbered accordingly.

Page IV-401-22, para D.2.ll. Add statement, "It is the member's responsibility to assure that the waterbeds are properly drained. Waterbeds that are not properly drained may be refused by the carrier as they may pose a risk to other household goods on board the van for water damage, mold or mildew." (Stevens)

Concur: Added new para (401-21, para D.3.t) reading as follows: "(t) Assure waterbeds are properly drained. Waterbeds that are not properly drained may be refused by the carrier, as they may pose a risk to other household goods on board the van for water damage, mold or mildew."

Page IV-401-22 para. D.2.ll. Third bullet should be expanded to provide a more detailed explanation of how to determine a reasonable RDD (AMSA)

Non-Concur: Details are provided in Chapter 402, paragraph D.2.

Page IV-401-22 para. D.2.ll. Eighth bullet should be expanded to include providing in-transit contact phone numbers or E-MAIL addresses to assist in locating member en route. (AMSA)

Concur: Added a bullet in new para 401-21, D.3.i. Bullet will read, "i. Provide in-transit contact information such as E-Mail address, cell phone numbers, to assist in locating the member en-route."

Pages IV-401-35 and 36 Revise the DD 619 and 619-1 (AMSA, Allied, Global, Stevens, National, COVAN)

Non-Concur for change to this publication: Changes to this form as identified by HQ SDDC, will be made as a parallel effort. It is important to note that the forms portrayed in this

publication's figures are merely examples and subject to change. Submit changes through Industry proponent, HQ SDDC

Chapter 402:

Page IV-402-2 para. D 2.a. Add additional explanation on determining a reasonable RDD based on member's actual intended reporting date at destination. (AMSA, Stevens, COVAN)

Concur: Changed Paragraph D.2 to read as follows:

"2. Establishment of RDDs.

a. During the counseling session, the TO will determine the member's/employee's requirements and, with the member/employee, establish a realistic RDD based upon those requirements. In establishing an RDD, the TO shall consider all matters affecting the member/employee and the member's/employee's shipment, to include but not be limited to the following:

(1) The earliest date the member/employee can release the personal property for shipment.

(2) The member's/employee's required reporting date at the new duty station.

(3) Whether or not the member/employee will be taking leave between duty assignments and, if so, for how long.

(4) The estimated time it will take the member/employee to reach the area of the new duty station.

(5) Whether or not the member/employee is assigned to TDY between permanent duty assignments.

(6) The availability of housing at member's/employee's new duty station. Inquire if the member/employee plans to go on a house hunting trip.

(7) The method and mode of shipment to be used and the carrier's ability to perform.

(8) The minimum transit time that governs the particular shipment (See Appendices L, M, and N). These minimum transit times are averages and should not be used exclusively to assign an RDD.

(9) The day of pickup and the day of delivery will not be scheduled on Saturdays, Sundays or holidays, unless there is a mutual agreement between the member, the PPSO, and the carrier.

b. When assigning a transit time, the times on the HQ SDDC web site are the minimums. Transit times may be longer pending member/employee needs and prudent traffic management. When assigning a transit time less than published, the PPSO/TO will advise the origin carrier/agent at the time of booking and offer the carrier/agent the opportunity to accept or refuse the shipment. To support this action, the counselor will annotate/flag the origin shipping file to indicate shipment RDD is less than minimum. The TDR booking clerk will annotate the TDR accordingly. A carrier/agent refusing to accept the shipment will not be charged with a refusal nor assessed administrative tonnage. Any carrier/agent who accepts a lesser transit time will be expected to satisfy that requirement.

c. If, after establishment of the RDD and before the pickup of the shipment, the carrier or PPSO learns the member's/employee's needs have changed, the PPSO, with the approval of both the member/employee and the carrier, may establish a new RDD. If the carrier cannot, or will not, accept the revised RDD, the PPSO may reallocate the shipment to another carrier or method.

….d. For shipments moving from a point overseas into NTS in CONUS, the PPSO will establish the RDD as 90 days from the pickup date. These shipments normally move via DPM.

… e. Shipments that are to be placed in SIT at destination or marked for "Hold for Disposition Instructions" are moved under conventional transit time guides.

f. For shipments moving as Deferred Air Freight Code T (TP-4), the RDD will be constructed based on the surface transit time for Code 4 as shown in Appendices M and N."

Page IV-402-2 para. D.2.b. Recommend adding a statement that states Appendices L, M, and N are guidelines only and that transit times may actually be longer than those indicated (Allied, Global)

Concur: Changed paragraph – see above

Page IV-402-5 para. K.1.a. Wording on this paragraph formerly read "when applicable" and the 2 enclosures are rarely applicable – either remove paragraph or restore original wording. (AMSA)

Concur: Paragraph now reads, "CONUS. <u>The carrier will attach to the LOI a listing: The Name(s) of Interlining Carriers Used Within CONUS or Areas Served by Use of Such Carriers Through Joint Carriage Arrangements. Carriers must provide, at the request of the TO, the Map Reflecting Domestic Operating Authority.</u> The carrier, by submission of an LOI filed at TOs within the CONUS, certifies that an agency agreement is in effect between the carrier and the agents listed therein. A valid LOI must be filed with and accepted by the TO before rates can be filed with HQ SDDC."

Page IV-402-5 para. K.1.a. Remove requirement to submit map with LOIs (Stevens, National)

Partially concur: See "at the request of the TO" language in new Para K.1.a. above.

Page IV-402-6 para. K.2. Add language, "If TO has notified carrier of loss of agent but the 45-day window for replacement has not expired prior to the initial rate filing deadline, the LOI is still considered valid for rating filing purposes." (Stevens)

Concur. added: "If the TO has notified the carrier of loss of agent but the 45-day window for replacement has not expired prior to the initial rate filing deadline, the LOI is still considered valid for rating filing purposes. On the 46th day, the carrier's rates will be removed if new agent/representation has not been obtained.

Page IV-402-7 para. K 7.c. Should only apply to agents providing codes of service for which barcode labels are required. (AMSA, Allied, Global, Stevens, National, COVAN)

Concur: Added language specifying shipments entering the Defense Transportation System

Page IV-402-11 para. Q. Do not believe this is the right time to make changes to the carrier/agent representation limits. (AMSA, HHGFAA, Suddath, RedBall, Stevens, National, COVAN, Denali)

Concur. Agree the LOI process is being revised under the new personal property program. Replaced with original language regarding agent representation.

Page IV-402-12 para. R.1. New sentence stating that a carrier whose LOI is returned or has a loss of agent in 3 or more rate areas in the same rate cycle will be placed in non-use for 60 days is too strong of a penalty for what could be a simple and valid reason. (AMSA, HHGFAA, Allied, Global, Suddath, RedBall, Stevens, National, COVAN)

Concur: Replaced sentence with the following, "Carrier(s) that have several LOIs returned or that have loss of agents in several rate areas in the same cycle, must explain in writing, the circumstances regarding the multiple loss of agents/LOIs. HQ SDDC SDPP-PP will evaluate carrier responses to determine whether the carrier will be placed into non-use until corrective actions are taken. HQ SDDC evaluation will be coordinated with the TOs."

Page IV-402-12 para. R. No provisions stated for LOIs containing more than 1 agent. (Allied, Global)

Concur: It is possible that an agent could change carriers. In that event (where there are several agents listed on the LOI), that agent should simply be removed from the LOI. Added the following as the last sentence to paragraphs R.2. and R.3., "A carrier with more than one agent listed on their LOI will not be placed in non-use or given a 45 day window to replace their agent. However, the carrier will submit a new LOI stating its primary booking agent."

Page IV-402-14 para. S 7. Statement "…provided it is not disruptive to the TO's office operations" should be reworded to reflect "in such a manner as to not be disruptive…" (AMSA)

Concur: Paragraph rewritten as follows: "7. Carrier Agent Review. A carrier (or carrier's designated agent) may review their own performance file. The carrier/agent will make an appointment with the TO/PPSO to view their file. The carrier will not be allowed to review the performance file or TDR of another carrier. However, if a carrier's concerns are not

addressed by the PPSO/TO, or the carrier feels they are not getting their share of the distribution; the carrier may forward any concerns, questions or issues regarding their standing on TDR to HQ SDDC. HQ SDDC will coordinate their response with the appropriate service headquarters and will respond to the carrier within 30 days."

Chapter 403:

Page IV-403-1 para. C. Creates a new requirement to mark all HHG containers with a Military Shipping Label including a bar code. This unnecessary requirement is not commercial practice, and DOD should not tell carriers how to do business. Previously, bar codes were required on shipments moving through the military airlift system, but there is no rationale provided for expanding this requirement to shipments that are not moving through military channels. This requirement should be limited to just the codes of service for which a bar code is absolutely necessary. (AMSA, HHGFAA, Allied, Global, Stevens, COVAN)

Concur: The requirement is for shipments entering into the Defense Transportation System (DTS). Language changed to reflect Military Shipping Label/bar code requirement for shipments entering the DTS (Codes 5, T, and J)

Page IV-403-2 para. C.2.a-r. Should show the source of each of these data elements, especially those assigned by DOD. (Stevens)

Non-Concur: Data elements are provided through several different sources (GBL, the Carrier, etc.). Individual questions can be answered by the TO/PPSO.

Page IV-403-3 para. C.4. Second sentence indicates one set of orders must be placed in each container used to ship Personal Property. Should be changed back to read "Unaccompanied Baggage" instead of "Personal Property." (AMSA, Allied, Global, Stevens)

Concur. Changed Personal Property to Unaccompanied Baggage

Chapter 404:

Page IV-404-2 para. G.3.b. Changes time requirement for furnishing UB information to the TO/PPSO from 2 day to 1 day, which is not practical. (MM Smith)

Concur. This was an ASN change and is no longer in effect. DPM unaccompanied baggage shipments shall be allotted the same time to forward information as code J and this information must still be provided in a timely manner. As a result, deleted the original paragraphs G.3.a and G.3.b. and replaced with the following:

"3. Weight Data for DPM UB Shipments.

a. The TO/PPSO must receive the actual pieces, weight and cube prior to printing the PPGBL/BL. The contractor must provide the required information to the TO/PPSO within three working days after pickup."

Page IV-404-4 para. G.5.g. Unnecessary requirement that is not used in commercial practice, to mark all HHG shipments with bar-coded Military Shipping Labels. Requirement should be removed. (MM Smith)

Partially concur: Requirement is not for all HHGs, however, Military Shipping Labels are a requirement for shipments entering the DTS, language reflects that requirement

Chapter 405:

Page IV-405-3 para. E.2.c.(3) Remove sentence, "TOs may award shipments to the same destination that are not part of the volume move." Because it improperly changes the volume move contract after it has been bid. (AMSA, HHGFAA, Allied, Global, Stevens)

Concur. SDDC Judge Advocate General's office recommended the language be removed.

Page IV-405-4 para. F.3. Should be amended to state, "retroactive extensions of the SIT period are not permitted" (AMSA, Stevens, COVAN)

Concur. However, believe this should be addressed in the future program. If the carriers are having a problem with a particular TO/PPSO, the issue can be addressed by HQ SDDC and Service HQs.

Page IV-405-4 para. F.5. Should be amended to specify a time limit for the TO to return the original DD 619 or DD 619-1 to the carrier (such as within 10 working days) (AMSA, Stevens)

Concur. However, there is no way to penalize a PPSO for not returning DD Forms 619/619-1 to the carrier. Believe this should be addressed in the future program. If the carriers are having a problem with a particular TO/PPSO, this issue can be addressed by HQ SDDC and Service HQs. Reworded sentence to read : "The TO must promptly return the original to the carrier for billing purposes."

Page IV-405-5 para. F.6.b. Language should be added to clarify that the carrier is not to collect excess charges from the member (AMSA, Allied, Global, Stevens)

Non-Concur: Statement is not necessary

Chapter 406:

Page IV-406-1 para. A.1. Alter/delete sentence that states, "The carrier must use the DOD-approved facility located within the destination TO's AOR, except when authorization to use another facility, is granted by the destination TO." (AMSA, HHGFAA, Allied, Global, RedBall, Stevens, National, COVAN)

Concur: Deleted sentence and replaced with language from Rate Solicitation (see D-7, Page 4-56, Item 424 – "Note") as follows:

"The carrier should use the carrier's DOD approved agent facility located nearest the destination city or installation shown in block 18 of the PPGBL/BL. SIT and related charges are based on the carrier's agent's nearest available DOD-approved facility."

Page IV-406-1 para. A.1. Waivers have been abolished by DFAS. (AMSA, Allied, Global, Stevens)

Non-Concur: A carrier may still waive its PPGBL/BL authority to an entity.

Page IV-406-1 para. A.2.c. Sentence describing when carrier liability ceases needs to be returned to reflect language in the original DTR. (AMSA, HHGFAA, Allied, Global, Stevens, National, COVAN)

Concur: Paragraph amended as follows:

"When SIT is extended beyond the first 90 days, the TO will notify the carrier of the extension and the projected termination date. A copy of DD Form 1857, Temporary Commercial Storage at Government Expense, Figure 406-2 or Figure 406-1, will be provided to the carrier for each extended 90-day period. When a shipment remains in storage beyond SIT period authorized by the TO, the carrier liability will terminate at midnight of the last day the carrier or warehouseman receives written notice from the TO that the entitlement has ended. The PPGBL/BL character of the shipment will cease and the warehouse will become the final destination of the shipment. At this time, the warehouse will become the agent for the property owner and the shipment becomes subject to the rules, regulations, charges, and liability of the warehouseman. Members/employees will be notified in writing by the TO of the expiration of authorized SIT and conversion to their expense. Notification will advise member/employee of the requirement to procure private insurance. At member/employee expense, it is recommended that the member/employee and warehouseman conduct a joint inspection of the shipment and complete DD Form 1840 (Figure 404-4). The member/employee must be advised that costs for the joint inspection are a member/employee expense. A claim against the government may be denied unless the member/employee has evidence that the loss or damages occurred while shipment was stored under the PPGBL/BL. Depending on the member's/employee's pay status the TO has the option to maintain the PPGBL/BL character of the shipment in SIT and recoup the excess storage cost from the member/employee upon delivery. In either case the member/employee is entitled to delivery at government expense. Payment for delivery services at government expense, after the PPGBL/BL has terminated will be made by the TO under local invoicing or purchasing procedures. See Chapter 405, Paragraph F.3. for delivery payment procedures when SIT has expired and shipment has been terminated at SIT facility."

Page IV-406-9 para. D.3. Should add language stating if member/employee has not yet received compensation for the missing items, the contractor will forward the items to the member/employee. (AMSA, COVAN)

Concur: Added sentence at the end of the paragraph reading, "If the member/employee has not yet received compensation from the government or carrier for the missing items, the contractor will forward the items to the member/employee."

Chapter 410:

Page IV-410-1 para. A.2. The 24 hour response time should be modified to apply only to business days (if request comes in on a weekend the carrier has 24 hours starting the next business day) (AMSA, Stevens)

Concur: Paragraph modified, as follows, "The carrier of record and/or carrier identified on the PPGBL/BL will trace shipments on customer or Government request and provide a response within 24 hours on domestic shipments and within 120 hours on international shipments. Tracing requests will contain the PPGBL/BL number. For tracer actions requested on a weekend or Holiday, the 24 hrs will begin the next business day."

Page IV-410-2 para. B. Add language to this section directing claims offices to take appropriate actions to investigate potentially fraudulent claims. (AMSA)

Non-Concur: Military Claims Services already perform this function

Page IV-410-3 para. C.1. Liability for meals and incidental expenses should be limited to no more than the M & IE rate, rather than saying the liability will be that rate. (AMSA, Allied, Global, Stevens, National)

Concur: Sentence in C.2. now reads, "Carrier's maximum liability for meals and incidental expenses will not exceed the Meals and Incidentals Expenses rate for the member/employee and each family member."

Page IV-410-3 para. C.2. The following sentence should be revised to read, "Payment must be made within 30 calendar days of the receipt by the carrier of the member's/employee's receipts for out-of-pocket expenses." (Allied, Global)

Concur: C.3.a. rewritten as follows: The carrier will pay the member/employee within 30 calendar days of the receipt by the carrier of the member's/employee's receipts for reasonable out of pocket expenses…..

Page IV-410-3 para. C.2. The sentence, "…SDDC may disqualify the carrier from participation in any DOD transportation or storage program" is inflammatory and unnecessary. (AMSA, HHGFAA, Allied, Global, Stevens, National, COVAN)

Concur: See rewrite of para C.3.a, added, "If SDDC determines the claim is valid and carrier refuses to pay or resolve the claim, HQ SDDC may suspend the carrier and convene a Carrier Review Board to determine if further punitive action will be taken."

Page IV-410-3 para. C.3. Reinsert sentence, "Care shall be exercised by the member to select hotels or motels that do not exceed the local per diem rates." (AMSA, Allied, Global)

Concur: Paragraph C.2. rewritten to include: The maximum liability for lodging will not exceed the per diem lodging rate, based on the number of people in the member's/employee's family, e.g., the member/employee and spouse would be expected to share one room in a hotel; additional family members , depending on age and sex, may require additional rooms.

Page IV-410-3 para. C.3. Reinsert the word "reasonable" in the last sentence ("…household items shall be reasonable and relate directly…"). (AMSA, HHGFAA, Allied, Global, Stevens)

Concur: Reinstated wording in last sentence as follows: "…out of pocket expenses claimed must be reasonable and relate directly…."

Page IV-410-3 para. C.3. At a recent M/I symposium, it was agreed that if a carrier purchases tangible property as part of an inconvenience claim, the carrier could make arrangements to reclaim possession of that item when they deliver the member's property. (AMSA)

Concur: Added sentence, "If the carrier does purchase tangible household items such as towels, pots, and pans, the carrier may make arrangements to reclaim those items upon delivery of the member's/employee's shipment."

Chapter 413:

Page IV-413-3 para. C.4.a. Add language that the PPGBL must be prepared and provided to the carrier or its agent prior to the commencement of packaging/loading services on the shipment. (Allied, Global)

Concur: Added sentence at the end of that paragraph that reads, "The PPGBL/BL will be prepared and provided to the carrier or its agent prior to the commencement of packaging/loading services on the shipment."

Page IV-413-5 para. D.1.r. (Block 18.) Should specify that the destination information needs to be as specific as possible, and not just the location of the destination PPSO. (AMSA, COVAN)

Concur: Inserted a new sentence after the first sentence in the paragraph which reads, "Information will be as specific as possible, i.e., city, installation, county, state, country."

Page IV-413-7 para. D.1.u. (Block 21.) Some of these locations have or will change as prepayment auditing causes invoices to be sent somewhere other than DFAS. (AMSA)

Non-Concur with altering language: Agree that locations may change, but when they do, the organizations that issue PPGBLs are notified via message – this section provides information for the TOs. The process for changing these addresses should be transparent to the carriers.

Page IV-413-7 para. D.1.u. (Block 21.) Paragraph does not address EDI invoicing. (AMSA)

Concur with statement but not in altering language: Section does not address EDI invoicing. Information regarding EDI invoicing can be obtained as follows:

- EDI Trading Agreement: "How To Do Business In The Personal Property Program"

- DFAS Billing Instructions: Can be found in the international and domestic rate solicitations.

Page IV-413-9 para. D.1.y. (Block 25.) Language should be added to direct TO to obtain and enter member/employee in-transit contact information to assist in communications regarding the move. (AMSA, Allied, Global, Stevens, National)

Concur: added new bullet at the end of this paragraph as follows:
"(17) In Transit Contact Information. During counseling, enter member/employee in transit contact information (i.e .cell phone number, E-MAIL address, etc.) to assist in communications regarding the move."

Page IV-413-14 para. E.2.a. Add language that the original SF 1203 is to be provided to the carrier prior to the commencement of packaging/loading services on the shipment. (AMSA)

Concur: This requirement is previously stated in Chapter (Page IV-413-3 para. C.4.a.) under preparation of the PPGBL/BL. Also, added to section E.2.a - distribution of the SF 1203

Appendix A:

Page IV-A-1: Remove TELEX number because most carriers do not use this unit any more. (AMSA, Stevens)

Concur- removed

Page IV-A-1 para A.1.d. Effective date of LOI should indicate the current cycle for a domestic LOI and the next cycle for an International LOI. (Stevens)

Concur with intent: Added 2 paragraphs to clarify this issue. New paragraphs will be on Page IV-A-2 as paragraphs A.2.o and A.2.p., reads as follows:

o. TO Action upon receipt of the Letter of Intent (LOI)

> ***(1) Acknowledging Receipt of the LOI. LOI will be submitted to TO. If submitted by registered or certified mail, the PS Form 3811, Domestic Return Receipt, (See Figure 402-2), will serve as notification of receipt of the LOI. If hand-delivered, the LOI will be submitted in duplicate with one copy stamped and returned to the carrier. If submitted by fax, the TO will sign and date the LOI in BLOCK 14, as an acknowledgement of receipt only and return copy by fax.***

(2) Acceptance or Rejection of the LOI. Within 30 calendar days of receipt. TO must determine whether or not the carrier has met all requirements and must advise the carrier, in writing, of LOIs acceptance or reason for rejection. Acceptance action (dated and signed with effective rate cycle) will be annotated on the top portion of the LOI. LOIs must be submitted 30 days prior to a rate cycle filing date to be considered for that rate cycle. For International, any LOI received after the 30 day time frame will be considered for the following rate cycle. For Domestic, any LOIs received after the 30-day time frame will be effective for the next rate filing.

o. Carrier's Appeal Upon Rejection of the LOI. A carrier notified that the LOI was rejected has the right to appeal the decision or request further consideration after correcting deficiencies. The TO will make every effort to resolve these appeals at the local level. Appeals that cannot be resolved by the TO will be referred to HQ SDDC for resolution. In all such cases, the HQ SDDC decision will be final.

Page IV-A-1 para A.2. Update TOSSS reference to ETOSSS because the carrier qualification process has changed and now only ETOSSS submissions are allowed. (Allied, Global)

Concur, changed TOSSS to ETOSSS (Electronic Tender of Service Signature Sheet) and add ETOSSS to abbreviation/acronyms section

Appendix B:

Update Appendix to reflect new SDDC Carrier Qualifications (e.g., ETOSSS vs TOSSS; update insurance requirements in Part I, para A.6, etc.) (Allied, Global)

Partially concur: SDDC will provide finalized carrier qualification information. The most current guidance on the carrier qualification program can be obtained from the SDDC Web Site, "How To Do Business In The Personal Program" pamphlet or the Carrier Qualification Registration Home Page. The changes will be consolidated into the DTR as they become finalized.
Concur with changing TOSSS to ETOSSS, cargo coverage per shipment in para A.6 amended to $22,500 per shipment

Page IV-B-1 Should include an effective date for the TOS to ensure the most recent version is used. (AMSA, COVAN)

Non-Concur: The date the Tender of Service itself is published will be the same date as the version of DTR Part IV that it is found in. The "effective date" of the tender is reflected on the (Electronic) Tender Of Service Signature Sheet (ETOSSS), because that is the date the carrier and the Government have agreed upon.

Page IV-B-1, Part I, para A.2.c. Changes the definition of CFAC from "common financial and administrative control" to "common financial and/or administrative control." Do not believe

DOD should change this definition without addressing the other problems in the program (tied into "paper company" problem). (AMSA)

Concur: Amended to "Common Financial and Administrative Control."

Page IV-B-3, Part I, para A.6. Cargo coverage per shipment should be $22,500 per shipment. (National)

Concur: amount changed

Page IV-B-3, Part I, para A.7. Recent changes to DOD approval requirements regarding financial information should be incorporated in this section. (National)

Concur: The carrier qualification process is still undergoing changes. However, updated guidance on financial requirements is provided as follows:

7. Financial Information:

a. I will provide financial data annually. Carriers must provide audited financial statements with an auditor's report, or reviewed financial statements with an accountant review report. Financial statements must be prepared according to generally accepted accounting principles using the accrual basis, including balance sheets and profit/loss statements. Financials statements, audits, or review memorandums must include all referenced footnotes. A carrier may voluntarily provide company tax returns in addition to the financial statements, if they so desire. Statements must be transmitted electronically or via fax, reflecting the signature of the company's executive stating that they are corrected to the best of their knowledge. These statements and other factors will be evaluated by HQ SDDC to determine the need for additional action.

b. Annual statements must be submitted within 120-calender days, of the year-end, normally defined as December 31, 20XX. Companies desiring to change their report date must coordinate this with the chief of HQ SDDC Internal Review/Audit Compliance Office.

c. New carriers applying for initial approval must submit their most recent financial statements to SDDC at the time of application. These statements must at least meet HQ SDDC minimal requirements. Upon, approval the new carriers must submit annual financial statement electronically or by FAX, IAW Paragraph A.7.b.

d. Combined or Consolidated statement that embeds the finances of other companies will not be accepted. Letters of guarantee from a parent company will also not be accepted.

e. Financial Ratios: All Carriers financial must meet and maintain the following financial ratios:

(1) Quick Ratio: 1 to 1

(2) Debt to Equity: 4 to 1

Page IV-B-4, Part I, para B. PPTMR's TOS (pages A-11 & 12) establishes requirement to use US Flagged air and ocean carriers for all overseas shipments tendered unless a Justification Certificate has been issued. This language does not appear to be in the proposed change to the DTR, but the requirement does exist as a matter of law. Recommend language be replaced. (HHGFAA, COVAN)

Concur: Added new paragraph at the end of Part II as follows:

"T. International Shipments. When it is determined use of a vessel or aircraft of United States registry will not provide the required service, the ITGBL carrier will request permission to use foreign flag vessel/aircraft prior to start of movement as indicated in the International Personal Property Rate Solicitation."

Page IV-B-4, Part II, para B. Adds language forbidding use of prison labor in movement of personal property – not required because professional movers don't use prison labor. (AMSA)

Non-Concur: We agree that professional movers do not use prison labor. This language was added at the request of the Services.

Page IV-B-5, Part II, para D. Adds new reporting requirement (Report of Shipments on Hand) that is not necessary. (AMSA, Suddath, COVAN)

Partially concur: This language was added (replaced) at the request from the Services. The actual wording originated in the PPTMR (Page A-6, Part II, Item 18), but was omitted from the original DTR Part IV. However, modified the language to read, "Report of Shipments on Hand. I agree to have my origin agent provide the origin Personal Property Shipping Office (PPSO), <u>when requested by the TO/PPSO</u>, ……"

Page IV-B-5, Part II, para I. Requirement for origin TOs to approve alternate carriers poses too much of a workload on the TO. (AMSA, Allied, Global, Suddath, Stevens, National)

Concur: This language was added (replaced) at the request from the Services. The actual wording originated in the PPTMR (Page A-6, Part II, Item 17), but was omitted from the original DTR Part IV. Modified language to read, "Use of a DOD approved Alternate Carrier. When I accept a shipment and find that because of unavoidable circumstances I am unable to physically transport the shipment, I may, upon <u>notification</u> to the origin PPSO, …"

Page IV-B-5, Part II, para I. Redundant with para H. (tracing requirement is specified in second paragraph of ITV requirement in Chpt 410) (AMSA, Stevens)

Concur: Consolidated paragraphs J (Shipment in-transit Visibility (ITV) & K (Tracing Shipments), to read, "<u>Shipment In-Transit Visibility/Tracing Shipments</u>. I agree to provide ITV as described in Chapter 410, Specialized Procedures. I shall trace a shipment or missing items…"

Page IV-B-5, Part II, para I. Inconsistent with "Toll-Free number" provisions in RSD-7, Item 202 and IS-13, Item 329. The specific issue is response time to customers. (Allied, Global)

Concur. Changed language to reflect 24 hrs response time for tracing requests for both domestic and international shipments. Amended as follows:

"I will trace a shipment or missing items upon request from a TO or the member/employee and agree to acknowledge such a request and make a prompt report to the requester as to the location of the shipment within 24 hours from the initial request if received Monday through Friday and by the close of the following workday for calls/inquiries received by the carrier on Saturdays, Sundays, or legal (officially declared national) holidays."

Page IV-B-6, Part II, para K. Constructive weight of 40 lbs per cubic foot is unrealistic. (Suddath)

Non-Concur: This is a member's <u>entitlement</u> under the provisions of the Joint Travel Regulation/Joint Federal Travel Regulation. The constructive weight of 40 pounds per cubic foot is only for PBP&E, not the entire shipment.

Page IV-B-6, Part II, para K. Providing weight and cubes NLT 3 working days is probably acceptable for baggage, but is too short a period for HHG. (RedBall)

Concur: Three days is too short a period for HHG, however, the statement cited addresses Code J, Unaccompanied Baggage <u>ONLY</u> – it does not address any other codes of service.

Page IV-B-6, Part II, para K. Requirement for reweigh to be completed before shipment goes into SIT will require shipment to be uncrated, weighed, and recrated. (Suddath)

Non-Concur: this provision clearly states that the shipment will be reweighed, only upon request of the origin or destination PPSO. This does not mean that a containerized shipment needs to be decontainerized or un-packed before being reweighed. Added language as follows to clarify intent:

"K. Weighing of Shipments..

1. ***I will weigh all shipments IAW the rate solicitation. For Code J. UB shipments moving to Air Mobility Command (AMC) aerial ports, I will provide the actual weight and cube to the TO no later than three working days after pickup of the shipment. Invoices submitted for payment will reflect the weight of each shipment as prescribed therein***

    A. ***<u>WEIGHING OF Professional Books Papers & Equipment</u>: When PBP&E (also known as PRO or PRO-Gear), are included as part of the shipment, the weight of such articles will be annotated separately on the PPGBL/BL; weight may be obtained using bathroom or platform-type scales. In the event scales are not readily available, a constructive weight of 40 pounds per cubic foot may be used for PBP&E. When a constructive weight is used for PBP&E, the symbol (C) will be inserted by the carrier/agent after the weight to indicate a constructed weight was used. Shipments may be weighed on certified platform***

or warehouse scale prior to loading for transportation or subsequent to unloading.

B. Reweighing: I agree to reweigh a shipment upon request of the origin or destination PPSO and further agree to mail the destination PPSO a legible copy of the weight tickets as soon as possible, but not later than 14 workdays after the reweighing has been performed. If a reweigh is required, the shipment will be reweighed, whenever possible, before being placed in SIT. When a shipment is reweighed and the weight recorded is less than the net or gross weight secured at the initial weighing, I agree to invoice the government on the lower of the two net or gross weights at the time of initial submission of SF 1113, Public Voucher for Transportation Charges, Figure B-2. In the event the reweigh information is not available at the time of my initial submission, I will adjust supplemental billings to reflect the reduced charges or voluntarily submit a refund based upon the new weight obtained."

Page IV-B-6, Part II, para N.1. Language requiring carrier to request extension of 120-day limit in writing should be removed. (AMSA)

Non-Concur: Member/Claimant must be kept abreast of the status of their claim in writing.

Page IV-B-6, Part II, para N.1. Requirement to report final action on claim is unnecessary and should be removed to help reduce TO workload. (AMSA, Allied, Global, Stevens, National)

Non-Concur: Information is necessary to the TO because adjudicated claims information takes precedence over the DD form 1840 for reporting of loss & damages.

Page IV-B-7, Part II, para N.2. The language in this section regarding inconvenience claims should be transferred to Chapter 410 for consistency. (Stevens, National)

Concur: Changed Chapter 410, Para C. as follows:

1. ***It is the carrier's responsibility to pickup and deliver personal property shipments on the agreed date. Failure to do so can cause serious inconvenience to the DOD members/employees and family, and can result in the expenditure of funds by the member/employee for lodging, food, rental/purchase of household necessities, and directly related miscellaneous expenses.***

2. ***The carrier will acknowledge receipt of an inconvenience claim filed by a member/employee or a TO within 15 calendar days from the date of receipt. The carrier will reimburse the member/employee within 30 days from receipt for reasonable out-of-pocket expenses limited to the items specified in Paragraph C.3. (below) and other items needed by a member/employee while awaiting the delivery of his or her HHGs which result from the failure to offer the shipment for delivery on or before the RDD as stated on the PPGBL/BL or correction notice. The contractor is not liable for these costs if the delay was caused by acts of God, acts of the public enemy, acts of the government, acts of the public authority, violent strikes, mob interference, or delays of Code 5, Code J, or Code T shipments, caused by the government in which carrier negligence did not contribute to the delay. The maximum***

liability for lodging will not exceed the per diem lodging rate, based on the number of people in the member's/employee's family, e.g., the member/employee and spouse would be expected to share one room in a hotel; additional family members, depending on age and sex, may require additional rooms. Carrier's maximum liability for meals and incidental expenses will not exceed the Meals and Incidental Expenses rate for the member/employee and each family member. The member/employee will document the claim fully with an itemized list of charges and accompanying receipts for charges incurred. Charges will be computed from the day after the RDD specified on the PPGBL/BL as the RDD or PPGBL/BL correction notice thereof or the date following the day the member/employee obtains quarters, whichever date is the latest, and will be payable through the day of actual delivery of the shipment.

3. ***Expenses: Out-of-pocket expenses are all expenses incurred by a member/employee and their family members because they are not able to use the items in the shipment or to establish his or her household. Expenses include but are not limited to, lodging, meals, laundry service, furniture and/or appliance rental, to include rental of a television or other similar expenses such as towels (two per person), pots, pans, paper plates, plastic knives, plastic spoons, plastic forks, paper and/or plastic cups, and napkins. A request for reimbursement of alcoholic beverages in any quantity is prohibited. If the carrier purchases tangible household items such as towels, pots, and pans, the carrier may make arrangements to reclaim those items upon delivery of the member's/employee's shipment. The member/employee must be cautioned that out of pocket expenses claimed must be reasonable and relate directly to relieving a definite hardship being suffered by the member/employee or the member's/employee's dependents.***

a. The carrier will pay the member/employee within 30 calendar days of the receipt by the carrier of the member's/employee's receipts for reasonable out of pocket expenses and will report to the destination TO, with a copy to HQ SDDC, ATTN: MTPP-PP, of the final action taken, to include the date and total amount of settlement if the claim is deemed to be valid. In the event of a disputed claim, the carrier will appeal the case to the destination TO no later than the 35th day. The TO will make every effort to resolve the dispute by the 45th day. If the carrier disagrees with the decision of the TO, the carrier may appeal the case to HQ SDD by the 50th day. The decision of HQ SDDDC is final and the claim must be settled within 10 days from the postmark date of the HQ SDDDC decision letter or a total of 75 days from the claim's submission date, whichever occurs later. If HQ SDDC determines the claim is valid and the carrier refuses to pay or resolve the claim, HQ SDDC may suspend the carrier and convene a Carrier Review Board to determine if further punitive action will be taken. If the carrier fails to settle a valid inconvenience claim, set-off action will be taken against the carrier by the finance office. The carrier is not responsible for payment of an inconvenience claim when a shipment is ordered in SIT at destination, regardless of the RDD, unless the need for SIT is a direct result of the carrier's failure to effect delivery of the shipment by the RDD and the member/employee was officially ordered away from the area at the time delivery was available. The carrier will reimburse the member/employee through the day prior to the member's/employee's departure from the area.

Page IV-B-7, Part II, para N.2.a. The statement "on the agreed date" should be changed to "within the agreed dates" (AMSA, Stevens)

Non-Concur. The use of spread dates for pick up or delivery is not feasible in the current personal property program.

Page IV-B-7, Part II, para N.2.b. The word "reasonable" needs to be added to "out-of-pocket expenses" in the second sentence. (AMSA)

Concur: Added – "reasonable out-of-….." (note: SDDC reviews inconvenience claims for reasonability.)

Page IV-B-7, Part II, para N.2.b. Add "Code T" after "Code J". (HHGFAA, Suddath, COVAN)

Concur

Page IV-B-7, Part II, para N.2.c.(1) Add "if the claim is deemed to be valid" to the first sentence. (AMSA)

Concur

Page IV-B-7, Part II, para N.2.c.(1) Paragraph provides for disqualification of carriers if they do not settle an inconvenience claim within 75 days of the submission date which is not clear. Amend statement and give carriers opportunity to review and comment. (HHGFAA, Allied, Global, Suddath, Stevens, COVAN)

Non-Concur: The first 3 sentences of Paragraph N.2.c.(1) explain the procedures and allude to where the 75 days come from. However, modified language to clarify. Paragraph reads as follows:

"(1) I agree to pay the member/employee within 30 calendar days of the receipt of member's/employee's receipts for reasonable out-of-pocket expenses and will report to the destination TO, with a copy to HQ SDDC, ATTN: SDPP-HQ, of the final action taken, to include the date and total amount of settlement it the claim is deemed to be valid. In the event of a disputed claim, I may appeal the case to the destination TO no later than the 35th day. The TO will make every effort to resolve the dispute by the 45th day. Should I disagree with the decision of the TO, I may appeal the case to HQ SDDC by the 50th day . I understand the decision of HQ SDDC is final and the claim must be settled within 10 days from the postmarked date of the HQ SDDC final decision letter or a total of 75 days from the claim's submission date, whichever occurs later. "

Page IV-B-8, Part II, para N.2.d. Entire section should be moved elsewhere because it does not apply to inconvenience claims. (AMSA, Allied, Global)

Concur: The section addressing "Strikes, Port Congestion, Fires, Pilferage, Vandalism, and Similar Incidents" does not necessarily belong under the "Claims" section. Established as a "stand-alone" section.

Page IV-B-8, Part II, para N.2.d. References to TELEX and TWX should be deleted. (Allied, Global, Stevens)

Concur

Page IV-B-10, Part III, para A.1. Third sentence (actual weight and cubes) should apply only to Code J and DPM UB. (AMSA, HHGFAA, Stevens)

Concur, see re-write below

Page IV-B-10, Part III, para A.1. Fifth sentence should read "Pickup may be performed…" not "must". (AMSA, Stevens)

Concur, see re-write below

Page IV-B-10, Part III, para A.1. Entire paragraph should be rewritten because it covers too many details – see proposed language. (Allied, Global)

Concur: Changed as follows:

"1. When a shipment is accepted at origin, I agree to meet the specified pickup date and will deliver the shipment on or before the RDD as stated on the PPGBL/BL. (For shipments transiting the DTS, port agents must provide Transportation Control and Movement Document (TCMD) data on a computer diskette(s) to the origin AMC terminal with delivery of the shipment.) The carrier's local agent may perform pickup with transfer to a linehaul van at the carrier's origin terminal facility. Shipments must not be scheduled by the carrier or the TO for pickup or delivery on Saturdays, Sundays, US holidays or foreign national holidays unless there is a mutual agreement between the member/employee, the TO, and the carrier. The origin TO must not establish an RDD on Saturdays, Sundays, US holidays, or foreign national holidays. I agree that I must not begin pickup or delivery at the member's/employee's residence before 0800 hours or after 1700 hours without prior approval of the TO or the member/employee. I further agree that I must not begin any service that will not allow completion by 2100 hours without prior approval of the TO or the member/employee."

Page IV-B-10, Part III, para A.2. Paragraph is unacceptable without significant additional compensation. It is unworkable and needs to be removed. (AMSA, HHGFAA, Allied, Global, Suddath, RedBall, Stevens, National, COVAN)

Non-Concur: Carrier is notified of direct delivery and delivery date will be in accordance with published transit times. The language was added at the request of the Services. Transportation provider is expected hold to the Direct Delivery agreement made with the member. However, paragraph rewritten for clarification as follows:

"2. Direct Delivery. If the member/employee requests direct delivery and furnishes a delivery address which is annotated on the PPGBL/BL, I agree to meet that direct delivery on the RDD. If the shipment arrives prior to the RDD, the carrier must contact the member and the TO for possible early delivery. If the member cannot be contacted, the carrier will hold the shipment and deliver on the established RDD with approval of destination TO/PPSO. The carrier will not be eligible for holding or storage charges."

Page IV-B-11, Part III, para A.5. Concerns with the use of bar coded MSL (as described in Chpt 403) (Allied, Global)

Non-Concur: DOD policy mandates all cargo, to include personal property, traveling through the Defense Transportation System must have a bar coded label. This particular statement specifies "shipments entering the Defense Transportation System through a DOD operated aerial port or water port…"

Page IV-B-11, Part III, para A.6.a. Requires delivery to residence of containerized shipments within 5 days, even if they arrive at destination facility more than 5 days prior to the RDD. Carriers should continue to have same flexibility as before, without this change. (AMSA, HHGFAA, Allied, Global, Suddath, Stevens, National, COVAN)

Non-Concur: the 5-day rule should apply regardless of whether the shipment arrives at destination prior to or after the RDD. If the RDD is within the 5 days, the carrier should be available to deliver on the RDD.

Page IV-B-11, Part III, para A.9. Morning versus afternoon delivery is a new requirement that will make it difficult to factor the cost when filing rates. (Suddath)

Non-Concur: This language appears in the original DTR Part IV (page AZ-10, Part III, para 16.g.). It simply requires that the carrier notify the member the day before the shipment is to be picked up or delivered out of SIT whether it will be in the morning or afternoon, and then only if the TO or the member requests the information. The carrier should know the day before pickup/delivery out of SIT whether the shipment will be delivered in the morning or the afternoon.

Page IV-B-12, Part III, para B.4. Add statement, "It is the member's responsibility to assure that the waterbeds are properly drained. Waterbeds that are not properly drained may be refused by the carrier as they may pose a risk to other household goods on board the van for water damage, mold or mildew." (Stevens)

Concur: Added language as written. Additionally, added a similar statement under "Member's Responsibilities" section of Chapter 401

Page IV-B-12, Part III, para B.4. New requirement for "parts box" should be removed amended to provide a choice to the carrier to use a parts bag. (AMSA, HHGFAA, Allied, Global, RedBall, Stevens, National, COVAN)

Concur: Rewritten as follows:

"4. All nuts, bolts, screws, small hardware, and other fasteners removed from articles by the carrier in the preparation for shipment will be placed in a box or bag. The member/employee or member's/employee's agent will determine whether to use a box or a bag for parts at the time of packing." If a box is used, parts will be identified by applicable article prior to placement in the box. A single "Inventory Item No." with a description of article(s) contained within must be listed on the inventory."

Page IV-B-12, Part III, para C In order to comply with this requirement (best commercial practices) it is necessary to identify commercial standards relating to the selection of safeguarding the movement of personal property. (Suddath)

Non-Concur: Carrier should determine which containers to use to safeguard shipment.

Page IV-B-13, Part III, para D. Redundant with Page IV-B-4, Part II, para B. (AMSA)

Concur: Deleted Paragraph D in Part III.

Page IV-B-13, Part III, para E.4. Should be modified to reflect acceptance of the Edge Crush Test (ECT) for measuring strength of cartons. (AMSA, COVAN)

Non-Concur: Already part of the Industry standard. Do not want to "over specify" requirement.

Page IV-B-14, Part III, para F.1. Should add a sentence that use of original containers supersedes the least cubic measurement requirement. (AMSA, COVAN)

Non-Concur: Use of "original containers" for moving stereo equipment, computers, etc., falls into the purview of an "efficient movement." Original packaging for electronic components is typically designed to effectively protect the component within the smallest space possible.

Page IV-B-15, Part III, para F.7. Last sentence is a new requirement and a significant change… (RedBall)

Non-Concur: This language originated in the PPTMR (Page A-22, Part IV, Item 45.g.), and also appears in the original DTR Part IV (Page AZ-14, Part III, Item 19.g.).

Page IV-B-17, Part III, para G.5. Recommend the use of shrink-wrap be specifically allowed in the Tender of Service for upholstered or overstuffed furniture, although it should not be required. Many carriers have used it successfully to reduce claims on overstuffed furniture, although not all overstuffed pieces are suitable for stretch wrapping. (HHGFAA, Stevens, COVAN)

Concur: Added provision to specifically allow use of shrink-wrap to the SIT section - not made as a requirement - - option only.

Page IV-B-17, Part III, para J. As written, compliance is subjective and vague as to how a carrier's program may or may not fulfill the requirement. (Suddath)

Non-Concur: Requirement uses the standards of service already established in the Rate Solicitations, DTR, Tender of Service, and TQAP.

Page IV-B-18, Part III, para N.5. Should be clarified to only apply to ASN shipments through DOD ports. (AMSA, HHGFAA, Allied, Global, Stevens, COVAN)

Concur: Deleted sentence

Page IV-B-18, Part III, para N.6. Should be clarified to only apply to ASN shipments through DOD ports. (AMSA, Suddath)

Non-Concur: Requirement to deliver Transportation Control and Movement Document (TCMD) data in an electronic format to AMC Aerial Port is related to ITV and is independent of ASN.

Page IV-B-19, Part III, para P. Should compare this language with the language in the BOA (page IV-J-20 to IV-J-22, Section C-5). BOA language is far more complete and detailed and the TOS should probably incorporate most of this language that is not specific to NTS handling. (Stevens)

Concur: BOA language compared – adopted feasible language.

Page IV-B-19, Part III, para P.8. Add the words, "…when there are contents. Assume empty if no contents are written." (National)

Concur with Concept: Modified paragraph to read:

"8. When there are contents, list on the inventory the general contents of dressers or chests of drawers, packed by the carriers. Identify on the inventory as empty if there are no contents."

Page IV-B-21, Part III, para P. Add a section that states, "All electronics (e.g., stereo equipment, computers, televisions, etc.) must be annotated on the inventory with make, model, and serial number when they are visible on the outside of the item." (HHGFAA, Stevens, National, COVAN)

Concur: Added a new bullet as follows:

"20. Annotate all electronics, e.g., stereo equipment, computers, televisions, on the inventory with make, model, and serial number when they are visible on the outside of the item."

Page IV-B-21, Part III, para P. Add a provision permitting the use of High Value or High Risk Inventory. This will assist both the member and the carrier in protecting these items from theft or pilferage from a shipment. (HHGFAA, Stevens, National, COVAN)

Concur. High volume inventory should be at the option of the member/employee. Amend Paragraph P.1. (Page IV-B-19) as follows:

"1. Prepare an accurate, legible Household Goods Descriptive Inventory (Figure B-3), listing all items received, including contents of cartons (automated inventories or similar documents which provide equal or better information are acceptable) in coordination with the member/employee or the member's/employee's agent. <u>Offer the member/employee or their agent the optional use of a high risk or high value inventory.</u> When the carrier packs an article in the original container, the inventory will indicate the type of article and will be shown as "CP", packed by the carrier".

Page IV-B-21, Part III, para P. Add an item concerning the proper use of accountable seals on containerized shipments. (HHGFAA, Stevens, COVAN)

Concur: Add new section at the end of paragraph, as follows:

"22. Use 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 ordering 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 must be destroyed at the time of sealing or given to the member/employee. Four seals, as a minimum, on HHG, must be used per box and seals will secure the access overlap door and side panels."

Page IV-B-22, Part IV, para A. Should refer to a carrier Review Board being convened. (AMSA, HHGFAA, Allied, Global, Stevens, National)

Non-Concur: This requirement originated in the PPTMR (Pg A-27, Part V, Item 56) and was included in the Original DTR Part IV (Pg AZ-19, Part IV, Item 26). Corrective actions taken at the TO level do not warrant a carrier review board. The guidance that covers carrier review board actions is SDDC regulation 55-1.

Page IV-B-24, Figure B-1 Recommend new Certificate of Cargo Liability to reflect minimum shipment coverage of $22,500. (National)

Concur

Appendix D:

Page IV-D-4 para H.5.i. Requiring a 3rd party inspection of fire and reporting systems every 30 days is impractical and should be changed to 90 days. (Stevens)

Non-Concur: This language reflects the requirement as stated in the Basic Ordering Agreement.

Appendix E:

Page IV-E-3 para E.12. Concerns regarding bar coding requirement. (Allied, Global, National)

Concur: Added "…..if agent prepares shipments for entry into the Defense Transportation System."

Page IV-E-7 item 4.M. Change from 20 to 50 feet is too much, as many warehouses in urban areas are located close to unrelated businesses aver which the warehouse has no control. (AMSA, Allied, Global, Stevens)

Concur: Changed 50' back to 20'.

Page IV-E-7. Designation of inspection items followed by an asterisk has been added without discussion with industry. Prior version of DTR indicated that inspector should consider disqualification; new version indicates inspector must disqualify. (Allied, Global, Stevens, National)

Concur: Changed "must" back to "should." However, asterisks will remain

Appendix G:

Page IV-G-1 Local moves are missing from the table. (AMSA)

Concur: Added a "Local Move" column and "X" all items except, "Marking Exterior Shipping Containers," "Storage," and "Reports."

Page IV-G-3 Part 1, para A.2.k. The 500 lb. minimum has been eliminated for overseas destinations (except AK & HI). (Stevens)

Non-Concur: This reflects language that was originally included in the PPTMR, was omitted from the original DTR Part IV, and replaced at request of the Services. Payment for overseas DPM shipments, excluding Hawaii and Alaska, are based on the actual net weight shipped. This applies to DPM overseas shipments only.

Page IV-G-5 Part 1, para A.4.d. Mandates that the contractor accept all boats and/or trailers, regardless of size, as long as they do not exceed 500 lbs. It also indicates that the member is responsible for any special crating or materials needed to move boat by DPM. Recommend member be required to prepay the estimated cost before the boat is actually crated, thereby eliminating the situation of a contractor crating a boat and then the member decides not to ship it because of the crating cost. (MM Smith)

Non-Concur: In accordance with the JFTR/JTR, only members/employees that are separating are required to prepay any moving costs. The contract for payment is between the carrier and the government. In situations where the member/employee is required to pay additional costs, the carrier is paid by the government and collects reimbursement from the member/employee.

Page IV-G-10 Part 1, para A.7.f.(5) Unnecessary requirement that is not used in commercial practice, to mark all HHG shipments with bar-coded Military Shipping Labels. Requirement should be removed. (MM Smith)

Partially Concur: Changed language to specifically address shipments that will enter the Defense Transportation System only. DOD policy mandates all cargo, to include personal property, traveling through the Defense Transportation System must have a bar coded label.

Page IV-G-12 Part 1, para A.7.g.(3) Contains statement that "Unserviceable containers must be disposed of at no cost to the Government." When originally placed in the contract, ecology and the environment did not pose disposal problems. Disposal costs have become significant enough to consider adding a new item to Schedules I and II for the disposal of unserviceable containers based on both a per cwt and per trip direct cost basis. The schedule could require a weight ticket/receipt for dumping fees for verification, and a flat rate per trip. The item could also require that a minimum number of containers weighing at least 1250 pounds would be required before the item would become applicable to prevent excessive trip costs for disposal of only 1 or 2 containers. (MM Smith)

Non-Concur: The argument is logical and contains merit, but DOD has no existing mechanism to implement. Carriers need to consider this when establishing contract provisions.

Page IV-G-14 Part 1, para A.8.l. Unnecessary requirement that is not used in commercial practice, to mark all HHG shipments with bar-coded Military Shipping Labels. Requirement should be removed. (MM Smith)

Concur: Changed language to specifically address shipments entering the Defense Transportation System. DOD policy mandates all cargo, to include personal property, traveling through the Defense Transportation System must have a bar coded label.

Page IV-G-20 Part 3, para 6. Last sentence reads "The contractor will provide…" Believe this should read "Carrier" instead of "Contractor." DPM Contractors have never provided TCMD data on diskettes to anyone. Believe this is a TO function. (MM Smith)

Concur:

Page IV-G-20 Part 3, para 6. Changes time requirement for furnishing UB information to the TO/PPSO from 2 day to 1 day, which is not practical. (MM Smith)

Concur: Amended to reflect 2 days.

Appendix I:

Should specifically state that propane tanks cannot be shipped with household goods regardless of whether the tank is purged or not. (Stevens)

Concur: Added "Propane Tanks to the list of unauthorized items. Also, deleted "(purged or unpurged)" from "Propane (purged or unpurged) or other gas used for cooking or heating purposes"

Appendix K:

Page IV-K-1 para B.5. Refers to industry tariffs. The Movers and Warehousemen's Association no longer exists and the HHG Carriers has been renamed the HGCBC or Household Goods Carriers' Bureau Committee. The HGCBC is the tariff publishing entity for the HHG industry. (AMSA)

Concur: Deleted reference to "HHG Carriers' and/or Movers' and Warehousemen's Association Participating Carrier Tariffs" and replaced with "Household Goods Carriers' Bureau Committee (HGCBC)."

Appendix L:

Page IV-L-1 para B. This states that Saturdays, Sundays and holidays are counted as part of the transit times. Recommend this be changed so that holidays are not included. (National)

Non-Concur: Weekends and holidays are legitimate transit days for over the road trucks and should be counted as part of the transit-times.

Appendix M:

Page IV-M-1 para A. Appendix M. Para A: This paragraph and thus the entire Appendix needs to be re-examined by SDDC. The published adjustments to the transit time guide for over 2500 code 4 rate channels was not developed as stated "on actual transit times experience, capabilities and schedules" nor was it developed in conjunction with industry input. Further, It appears that any objective criteria that may have been applied by SDDC was subordinate to a contradictory and arbitrary transit cap of 60 days which has been assigned to more then 50% of the channels.

SDDC has not made the bases of their channel analysis available to industry. However, we understand they may have done an analysis of "offer for delivery" dates in some channels. It is important to note when conducting such a study that it is normal for the "offer for delivery date" to preclude the RDD by as much as a few days depending upon the length and mode of travel. In fact, a reasonable differential between the average offer date and RDD (5-10%) is the product of a realistic comprehensive transit time which accommodates peak seasonal demands while assuring the shipper of consistent reliable service though out the year.

The current channel of transit times were developed by segmenting the transit process and, step by step, building a reasonable transit time for each channel. This was accomplished by identifying the nature, proportion, function and interrelationship of each segment to the safe and cost effective movement of Military HHGS and UB. These major segments where: Origin Service, Linehaul to/from Port; Port Handling, Loading and Booking Steamship Service, Ocean Transit Time and Interval between Sailings, Destination Port, Unloading and Scheduling for Linehaul, Delivery to Destination Warehouse and Scheduling for Delivery. This process was

accomplished in partnership with Industry and we are unaware of any significant changes in the International or domestic transportation infrastructure that would have so dramatically reduce transit time requirements since the last Transit Time study was performed. Rather, this infrastructure may have deteriorated since then, especially in regard to available US flag vessels.

Transit times developed from this reasonable calculated approach should not be arbitrarily discarded in favor of a random desire to reduce the transit time to no more then 60 days. In their proposalSDDC claims there is no transit time difference in similar shipments traveling from Germany to Norfolk, VA., Germany to Longbeach Cal., or Germany to Sasabo, Japan. The new transit time is listed at 60 days for all three channels; compared to 73 days to California and 90 days to Japan under the current transit guide.

Interestingly, The 60 day cap imposed by SDDC has only been applied on the transit time for those channels applicable to Industry. The transit time has not been changed for identical channels routed through the Defense Transportation System. For example; The DPM SDDC SURFACE Transit time From Germany to Longbeach Cal. is 73 days compared to the proposed 60 days for Industry. Each DPM channel from Germany to/from CONUS has a similar variance ranging from 7 to 15 days more transit time then that allowed Industry, as do most other channels to/from CONUS.

Over 60 % of all international Household Goods go into storage at destination. This means that at least 60% of the customers were not prepared to receive delivery on shipments moving under the current transit time. Two things will occur under the new proposal:

1. Carrier operating cost will increase to meet the new transit time demands. Shipment consolidation which takes advantage of better pricing units will become less frequent increasing the cost of transportation. In some cases, such as in Intertheater channels, the only way to meet the transit requirements will be by much more expensive air transport.

2. As shipments are required to arrive earlier, storage cost and the ratio of late shipments will increase.

The 60 day maximum transit time requirement cannot be reconciled with currently available transportation capability in most channel modes so affected. This is especially so for intertheater channels. Requiring a 60 day maximum will significantly increase cost and/or create an unrealistic service expectation that can not be attained by conventional means, For example shipments moving in code 4 channels are currently bid by carriers using steamship service for over water transportation. However, nearly all intertheater code 4 channels are effected by the proposed 60 day maximum transit time, and the only over ocean transportation method available to meet such a requirement is much more expensive air transport service. The over water travel time alone from Germany to Guam is 42 days. This excludes the days required of origin service, banding and weighing, scheduling for transport to port, actual transportation time to port, booking and stuffing into a steamship container at port, intervals between sailings, loading of the steamship container on to the vessel, unloading the steamship container from the vessel at destination port, drayage to the destination agent, unstuffing the steamship container and finally processing and scheduling for delivery. Under the 60 day proposal for this channel only 18 days remains to accomplish these essential tasks to transport by steamship. (Suddath)

Non-Concur with altering the transit times listed at this time. The transit time table will be placed on SDDC's website and become a "living" document. SDDC is amenable to adjusting the transit times when carriers are able to substantiate their claims that certain channels require longer transit times.

The new transit times were constructed based on the following:

(1) TOPS Shipment data, determined the number of days shipments in a particular channel were taking from time of pick up to clearance with the destination TO.

(2) Vessel sailing schedules, including frequency/availability of U.S.-flag liner service.

(3) Surface transit times, which include pick up/packing time, consolidation, transit time to/from the origin/destination port.

As a reminder, the transit time table is used as a guide and transit times are the minimum amount of time for carriers to move shipments from origin to destination, not the maximum. SDDC will remind TOs of this information during Staff Assistance Visits with shipping offices.

Page IV-M-1 para A. Have completed a statistical analysis of our (RedBall's) transit times for the past two years. Shipments with unusually long transit times were eliminated from the analysis, as they were probably a result of traffic errors or unusual circumstances. In eighty percent of the 700 channels we participated in the proposed transit times are less than our average transit time for each channel plus **only one** standard deviation.

Theses proposed changes are not only arbitrary, but are an insult to industry and the alleged attitude of cooperation between SDDC and industry in improving the ITGBL program. They also are diametrically opposed to the desire on the part of the government to reduce the incidence of SIT. Reduced transit time allowances will also significantly increase the single factor rate charged to the military because of the reduction in the opportunity for steamship consolidation and in some cases the required use of air freight in order to meet unrealistic RDD's.

The current transit times were constructed in cooperation with industry and the military using concrete data for performing each segment of the move. This is the only valid way to develop transit times. (RedBall)

Non-Concur with altering the transit times listed at this time. The transit time table will be placed on SDDC's website and become a "living" document. SDDC is amenable to adjusting the transit times when carriers are able to substantiate their claims that certain channels require longer transit times.

The new transit times were constructed as previously discussed in Appendix M

Page IV-M-6 to 28 The DTR transit time guide does not include inter-theater shipments to and from Alaska. Based on a message from SDDC dated Jan. 25, 1993, the proposed transit times for code 4 inter-theater shipments originating in or destined to Alaska (US810100 & US8190100) would be developed by combining the DTR mileage from the overseas country to

Washington (US84) with the domestic mileage transit time for 2251-2500 miles (the distance from the port of Seattle to Anchorage or Fairbanks) at a weight of 4000-7999 pounds (page IV-L-2) with the addition of 10 days at port per DTR page IV-L-3. We suggest these transit times be included in the DTR changes. (RedBall)

Concur: SDDC will examine the incorporation of intra-theater Alaska when the transit time table is placed on SDDC's website.

Appendix N:

The new transit times do not reflect any input from industry. They do not give any consideration to the problems of the peak season, consider only optimum conditions, do not reflect changes in actual U.S. flag ocean carrier performance resulting from mergers with foreign entities and the ensuing elimination of competition and reflect an a priori determination that no transit time shall exceed 60 days. The 60-day maximum transit requirement cannot be reconciled with the currently available transportation capability in most of the channels modes affected. This is especially so for intertheater channels. Further, meeting the arbitrary 60-day maximum transit time will significantly increase cost and/or create unrealistic service expectations that cannot be attained by conventional means. For example, the over ocean travel time alone from Germany to Guam is 42 days. To this must be added the time required for origin service, banding and weighing, scheduling and transporting the shipment to port; booking and stuffing the steamship container at the port; the interval between scheduled sailings; loading of the steamship; unloading the steamship at the destination port, drayage to the destination agent's warehouse, unstuffing the steamship container; and finally processing and delivering the shipment. The 60-day proposal for this channel leaves only 18 days to accomplish these additional tasks necessary to accomplish the transportation of the household goods shipment. This is totally unrealistic.

In light of the above, the proposed changes in transit times should not be made effective until the work papers used to develop the transit times have been furnished to industry for analysis and comment. (HHGFAA)

Non-Concur with altering the transit times listed at this time. The transit time table will be placed on SDDC's website and become a "living" document. SDDC is amenable to adjusting the transit times when carriers are able to substantiate their claims that certain channels require longer transit times.

The new transit times were constructed as previously discussed – Appendix M.

Appendix O:

Pages IV-O-1 to 40 The entire TQAP section is riddled with errors and needs serious work. We recommend that DOD put out a second draft of just this section after correcting as many of the

changes as possible, to ensure that an accurate version is published. The TQAP program is too important to have so many things be wrong. (AMSA, Allied, Global, COVAN)

Non-Concur With Releasing a Second Draft: We recognize the impact the TQAP program has on the carriers. If further revisions/updates are required we will issue an "emergency change" to update Appendix O on the USTRANSCOM website and issue a message to the field announcing the update. This "emergency change" process has been quite effective in the past with different parts to the DTR. Changes should be staffed through HQ SDDC, Industry's proponent for DTR changes.

Page IV-O-1 para. A.4. The original TQAP manual states "All correspondence between the PPSO and a carrier or agent shall be handled expeditiously, particularly when a carrier has been placed in a nonuse status or has been suspended. This will prevent unreasonable periods of suspension or the need for makeup traffic, if a carriers appeal is found to be justified." This language should be added to this paragraph, as it is still relevant and important for the TO to consider. (AMSA, Allied, Global, Stevens)

Concur: Amended paragraph as follows:

"4. Correspondence. All correspondence to/from a carrier <u>will be handle expeditiously. All correspondence</u> must include the Standard Carrier Alpha Code (SCAC). All items mailed to a carrier by certified mail must be responded to in a similar manner. <u>All appeals must be submitted in writing, and responded to in writing</u>. Electronic mail or facsimile may be used to expedite information".

Page IV-O-2 para. A.6.a. The one item removed from this list was "Statements commending the carrier for superior performance." Why does DOD no longer care about carriers who provide superior performance? (AMSA)

Concur: Statement was "all other communications" this would include commendations. However, altered Paragraph A.6.a.(10) to clarify:

"(10) Copies of all other communications concerning the carrier's performance <u>(including commendations)</u>."

Page IV-O-2 para. A.6.b. Revert back to old TQAP process of only 2 performance cycles being retained. Older historical data may not be indicative of the carrier's current practices/performance. (Allied, Global)

Non-Concur: The 3 cycles of historical performance is a necessary Management Tool for the PPSO/TO to oversee a carrier's overall performance and possible trends.

Page IV-O-2 para. A.8. Previously, carriers were permitted to review their performance file quarterly. Now, TOs can refuse to make this available at their discretion. This change should be reversed, as carriers have a right to see how they are being scored. (AMSA, Allied, Global)

Concur. Amended paragraph as follows:

"8. Carrier Agent Review. A carrier (or carrier's designated agent) may review its own performance file. The carrier/agent must make an appointment with the TO/PPSO to view their file. The carrier will not be allowed to review the performance file or TDR of another carrier."

Page IV-O-3 para. B.1.b. This paragraph should be amended to specify that the action to be taken by the TO is "to warn or suspend the carrier or to recommend the carrier's disqualification." The TQAP manual included this language, along with guidance to assist the TO in determining what type of action to take. (AMSA, Allied, Global)

Concur. Amended paragraph as follows:

"b. Quality Assurance Actions. When a carrier or agent violates any provision of the TOS, rate solicitation, or commits unethical or unlawful acts, the TO must issue a Letter of Warning, a Letter of Suspension, or recommend the carrier's disqualification to HQ SDDC. The TO will take into consideration the severity of the violation; impact on the member/employee; the quality of the carrier's past performance and the actions the carrier may have taken to correct the deficiencies."

Page IV-O-3 para. B.2.a. This paragraph should provide examples of the types of reasons for SDDC to take action, as it used to. Previous examples were financial instability; no cargo insurance; and no certificate of agency agreement at overseas locations. (AMSA)

Concur. Amended paragraph as follows:

"a. Nonuse of a Carrier Initiated by HQ SDDC/SDPP. SDDC/SDPP-PP may direct the nonuse of a carrier for a definite or indefinite period of time. Nonuse of a carrier may be directed by HQ SDDC, as a result of, but not limited to, the following:

(a) Non-payment of debts owned to agents for services rendered.
(b) Non-payment of debts owned to government, i.e. unpaid claims
(c) Overall performance
(d) No active Cargo Liability Insurance
(e) ***No active Domestic or International Performance Bond"***

Page IV-O-4 para. B.4.a.(1) The third sentence used to say "as applicable" and it should be put back in. Carriers should not be suspended for unrelated problems. (AMSA, HHGFAA, Allied, Global, Stevens, COVAN)

Concur. Amended paragraph as follows:

"(1) DD Form 1814 must be used to notify the carrier of a suspension action. The letter of suspension must state the member's/employee's name, PPGBL/BL number, and the TOS or rate solicitation paragraphs violated on the shipment or shipments resulting in the suspension action. When a carrier is suspended, the suspension must apply to, as applicable, domestic household goods (HHG) shipments (Codes 1 & 2), international HHG shipments (Codes 4, 5, 6, & T), or unaccompanied baggage (UB) shipments (Codes 7, 8, & J),originating at the TO. The letter of suspension must state "Failure to provide corrective action within 90

days from the effective date of the suspension may result in return of your LOI." The TO will attach the DD Form 1780 that supports the suspension or a previous DD Form 1814 that reflects a letter of warning."

Page IV-O-5 para. B.4.b.(1) In the last sentence, "should be considered" has been changed to "will be considered." This wording has been discussed and agreed upon before and shouldn't be changed unilaterally without an understanding of the rationale for the original wording. This decision needs to be left to TO discretion, which is why "should" is more appropriate. (AMSA, Allied, Global, Stevens, National)

Non-Concur. The decision remains within the TO's discretion since language states "will be considered" vice "will be taken".

Page IV-O-5 para B.4.b.(1) The three violations in a 180 day period should be balanced against an average number of total shipments in the same timeframe. (Suddath)

Non-Concur. If a TO/PPSO has experienced the same carriers repeatedly violating provisions of the TOS or other regulatory guidance, it shows a trend. This serves as a management tool for the TO/PPSO and SDDC.

Page IV-O-7 para. B.4.d.(3) The language on carrier appeals to SDDC used to state "If the appellate authority does not respond within 45 days from the postmarked date of the carrier's letter of appeal, the carrier will be reinstated until the carrier is provided a written response." This language should be included, as it is only fair to the carrier to prevent them from further loss of business due to slow actions by SDDC. Similar language is included in the previous paragraph related to appeals to the TO. (AMSA)

Concur. Appeals submitted to SDDC are adjudicated and mailed out the same week they are received. Amended paragraph as follows:

"(3) An appeal denied by the TO may be further appealed by the carrier to HQ SDDC. Initiation of this appeal is the responsibility of the carrier and cannot be delegated to the carrier's agent(s). The appeal must include a copy of the carrier's initial appeal to the TO, the TO's response, and any other supporting documents which will assist the appellate authority in rendering a decision. HQ SDDC is the final appellate authority for suspensions. <u>If the appellate authority does not respond within 45 days from the postmarked date of the carrier's letter of appeal, the carrier will be reinstated until the carrier is provided a written response.</u>"

Page IV-O-7 para. B.4.d.(4) This paragraph should include language directing the TO to attempt to make up the traffic missed while the carrier was under erroneous suspension, as the TQAP manual stated. (AMSA, HHGFAA, Allied, Global, Stevens, National, COVAN)

Concur: Amended paragraph as follows:

"(4) If HQ SDDC upholds the appeal, they will notify the TO to reinstate the carrier and notify the home office of the carrier of the decision. If a carrier's appeal of a suspension is upheld, the carrier must be reinstated to the TDRs at the weight held at the time the suspension was put into effect. <u>When possible, domestic carriers will be awarded sufficient</u>

traffic to reestablish the carrier within a 40,000 lb differential. International carriers will be awarded sufficient traffic to reestablish the carrier's relative position among the same class of participants, i.e., primary or equalization. However, tonnage may not be adjusted between different rate cycles."

Page IV-O-7 para. B.5.a.(2) Carriers used to be given 21 days to respond to a PPSO's intent to recommend disqualification. This should be reinstated. (AMSA, Allied, Global)

Non-Concur. This would add an administrative burden to the PPSO.

Page IV-O-8 para. B.6. Add as new paragraph, "Carriers shall be notified by certified mail of the TO's intention to recommend disqualification and given 21 days to respond to the deficiencies cited in the notification. The TO's notification to the carrier shall include a summary of the shipments involved or other violations documented during the period cycle." (Allied, Global)

Non-Concur. This would add an administrative burden to the PPSO.

Page IV-O-9 para. B.6.c. This new paragraph needs to be revised, as there may be valid reasons why a carrier would reinstate the same agent that had previously cancelled them. The agent may have corrected whatever problem led to the cancellation, or changed ownership and/or management. Therefore, carriers should be permitted to re-file using the same agent. Returning carriers at an administrative score of 90 is not necessarily the best policy, as the carrier may have earned a much lower score that shouldn't be wiped out, or the carrier may have a demonstrated record of having a high level of quality service, and shouldn't be penalized for losing an agent by losing their score. (The first sentence of this paragraph should be deleted) (AMSA, HHGFAA, Allied, Global, Suddath, RedBall, Stevens, National, COVAN)

Non-Concur. However, paragraph amended as follows:

"c. Return of Carriers to the TDR after Invalidation/Return of LOI. Carriers cannot resubmit a LOI with the same agent(s) that were listed on their invalidated LOI, if the invalidation of the LOI was due to the loss of agent. Carriers that are returned to the TDR after resubmitting a new LOI are assigned an administrative score of 90. Carriers returned to the TDR in the middle of the cycle after submission of a new LOI will also receive an administrative score of 90, unless the carrier's last semi-annual evaluation scores was below a 90 (carrier will be reinstated at the last earned score). All shipments will continue…"

Page IV-O-10 para. B.7.b. The word "Periodic" should be removed from this paragraph, so that only selective or patterned refusals are prohibited. This is how the TQAP manual was worded, to draw a distinction between selective refusals and refusals caused by lack of capacity during peak season. All carriers suffer from low capacity during peak season, and they shouldn't be penalized for it. (AMSA, National)

Concur: Amended paragraph to delete the word "periodic."

Page IV-O-10 para B.7.c.(1) Statement that starts out, "A TO must verify that the carrier has accepted some…" should be expanded to include DPM shipments, local drayage, contract requirements, and the carrier/agent civilian workload. (National)

Non-Concur. The paragraph is a short list and/or criteria the TO should examine for the existence or non-existence of saturation.

Page IV-O-12 para. C.3.b. Language should be added that TOs should score shipments continuously throughout the cycle, rather than waiting until the end to send a big stack of them to the carrier. This will help TOs not fall too far behind in their work. (AMSA)

Concur. Amended paragraph C.3.e. as follows:

"e. The origin TO will maintain a suspense file on all shipments. The file arrangement will be determined at the TO level. All shipments will be scored within 12 months of the pickup date. <u>The TO should make every effort to score shipments throughout the cycle to avoid the rush of scoring all shipments that will be included in the semi-annual evaluation scoring.</u> If the destination information is not known (no feedback has been received from destination), the origin TO…"

Page IV-O-12 para. C.3.c. The third sentence should be changed from 1840/1840R to 1840R, as the destination TO does not have the 1840. (AMSA, Allied, Global)

Concur with changes: Amended paragraph as follows:

"c. The origin TO has primary responsibility in the evaluation of carrier performance. For the origin TO to fully evaluate a shipment, there must be feedback from the destination TO. In general, the destination TO will use the DD Form 1780 and DD Form 1840R to accomplish this task. The destination TOs must be careful to complete all blocks that the origin TO must rely on to complete a shipment evaluation. Special attention must be made to Blocks 16, 17, and 19 on the DD Form 1780. It is vital that the date shipments go into storage in-transit (SIT) (Block 17) be completed. In addition, unless a DD Form 1840R has been received from the destination claims office, destination TOs will not return any destination feedback to the origin TO to be used for scoring until at least 90 days has expired since delivery of shipment to the member/employee. <u>The carrier must ensure he/she submitted DD Form 1840 to the origin TO within 75 days from the date of delivery. If the DD Form 1840 is not received by the origin TO/PPSO, the carrier will not be awarded points for no loss or damages. The carrier must maintain documentation regarding their timely submission of the DD Form 1840.</u>"

Page IV-O-13 para. C.3.e.(3) This paragraph is confusing. The language in the DTR was clearer. (AMSA, Allied, Global, Stevens)

Concur. Amended paragraph to read as follows:

"(3) <u>A carrier may request a score 120 days after delivery of a shipment is accomplished. The carrier must ensure the DD Form 1840 is submitted to the origin TO within 75 days from the date of delivery, before he/she requests a shipment to be scored.</u> Origin TOs that have concerns over the status of a shipment, i.e., meeting the RDD, additional loss/damage,

suspicion of TOS violations, must call the destination TO to ensure the accuracy of the information. The TO will not set up suspense dates to score shipments 120 days after the RDD of the PPGBL/BL."

Page IV-O-14 para. C.4.a.(2) The TO should not have to approve this type of change. (AMSA, Allied, Global, Stevens, National)

Non-concur. Presently, the NTS carriers can adjust the pickup date with the NTS warehouseman and TO approval. However, the NTS ceases on the original date of pickup and the carrier is still required to meet the RDD. If the NTS contractor requests to be paid for the additional storage, the carrier is then penalized for a missed pickup under TQAP.

Page IV-O-14 para. C.4.b. In light of other proposed changes (Guaranteed Direct Delivery, Requirement to clear containerized shipments within 5 days, etc.), DOD should change scoring parameters for delivery to reflect real customer satisfaction instead of paperwork shuffling in order to meet artificial deadlines. (Stevens)

Concur. Amended paragraph to read as follows:

"b. On-time Delivery.

(1) The RDD established by the origin TO as shown on the PPGBL/BL, will be the basis for determining whether or not the carrier accomplished an on-time delivery. All counselors must be aware that when establishing a RDD, the Transit Time Guide is a "guide" and the transit times listed are the "minimum" time allowed. If a carrier or designated agent accepts a shipment with a RDD less than the minimum transit time, this RDD will apply for evaluation purposes. For any shipment destined for SIT at destination, TOs should use prudent flexibility, i.e., lengthening transit times, in assigning RDDs to assist carrier efficiencies.

(2) If a shipment is not offered for delivery on or prior to the RDD, the shipment will be considered as having not met the RDD. When the destination TO determines that the member/employee is unable to receive the shipment at the time the carrier offers the shipment for delivery, the TO will assign a control number authorizing the carrier to place the shipment in SIT.

(3) When the carrier offers a shipment for delivery and the TO determines that the member/employee is able to receive the shipment, a SIT number will not be issued. The actual date on which the carrier delivers the shipment to the member/employee will be used to determine whether the carrier met the RDD, unless waiting time has been approved by the TO."

Page IV-O-14 para. C.4.b. Recommend clearer guidelines with regard to the responsibility of the shipment counselors to establish an RDD, which is based on the member's actual anticipated availability to accept delivery. (National)

Non-Concur with changing this language: The transit times are guides to be used in coordination with the members need to establish a RDD. RDDs should not be established that are less than those published in Appendix L,M & N. HQ SDDC will work to ensure the TOs

are aware that these are minimum times. Chapter 402 provides detailed guidance to the PPSO regarding the establishment of RDDs (i.e. member's requirements and prudent traffic management)

Page IV-O-14 para. C.4.b.(3) Add "unless waiting time has been approved by the TO" to the end of the paragraph, as there are instances where waiting time is authorized in lieu of SIT, but the carrier did arrive at destination on time. (AMSA, Allied, Global)

Concur. Amended paragraph to read as follows:

"(3) When the carrier offers a shipment for delivery and the TO determines that the member/employee is able to receive the shipment, a SIT number will not be issued. The actual date on which the carrier delivers the shipment to the member/employee will be used to determine whether the carrier met the RDD, unless waiting time has been approved by the TO."

Page IV-O-15 para. C.4.c.(1) The third sentence 1840R should be changed to 1840, to correspond with the last sentence. Additionally, recommend all DD1840/DD1840R references be reexamined to ensure correctness. (AMSA, Allied, Global)

Concur

Page IV-O-15 para. C.4.c.(1) Paragraph should be clarified to provide that when a shipment is picked up by a carrier from NTS, the inventory and the exception sheet executed by the warehouseman and the carrier will apportion liability between those two entities. (HHGFAA, National, COVAN)

Non-Concur. The exception sheet and the inventory are not the only documents/factors used to apportion liability.

Page IV-O-15 para. C.4.c.(4) Paragraph should be amended to reflect the weight of the shipment since a 10,000 lb shipment is statistically likely to incur higher loss and damage expense than a 2,000 lb shipment. (HHGFAA, Suddath, Stevens)

Non-Concur: The goal is for members to receive their personal property shipment with no damage. Because this is the intent, the amount the member ships is irrelevant. If the member's property is damaged, they suffer.

Page IV-O-16 para. C.4.c Insert a paragraph between existing paragraphs C.4.c.(5) and C.4.c.(6) that reads, "The carrier is required to submit the DD Form 1840 to the origin Transportation Office within 75 days of delivery. In the absence of a DD Form 1840, DD Form 1840R, or other supporting documentation which would indicate loss and/or damage sustained on the move, the carrier will not earn any of the 40 points possible for loss and/or damage. (National)

Concur with intent. Amended Paragraph C.5. to reinforce the importance of the DD Form 1840 as the key tool of assessing loss/damages. Amend paragraph to read as follows:

"5. Individual Shipment Scores.

a. If the carrier fully performed in accordance with the conditions defined in the tender of service, the DD Form 1780 will serve to confirm with the carrier that the shipment was evaluated and is satisfactory.

b. When an inspection of the shipment is performed at the destination, the DD Form 1780 will be used to record observations of the inspector. The destination TO is responsible for returning the DD Form 1780, a copy of the DD Form 1840R, if received from the servicing claims office, and any other document necessary to score the shipment. The destination TO will complete and return the DD Form 1780 to the origin TO within 90 days after delivery to the member/employee.

c. After receiving the DD Form 1780 information from the destination TO, the origin TO will review all information in the member's/employee's file and then score the shipment. The shipment will be scored based on the matrix in Figure O-3. TOs must evaluate, score, and mail the completed DD Form 1780 to the carrier within 15 days of receiving the necessary documentation from the destination TO.

(1) When there is evidence that the carrier failed to meet conditions of the TOS, the TO will ensure those specific violations of the TOS are identified. Any TOS violations noted will considered as notification to the carrier of unsatisfactory performance (see block 29 on DD Form 1780).

(2) When the origin TO determines that the carrier's performance was unsatisfactory, a DD Form 1780 will be prepared. The LOW or suspension will be sent by certified mail.

(3) Completed copies of the DD Form 1780 will be batch mailed to the carrier by first class mail on the 15th and the 30th of each month. A cover sheet indicating which DD Forms 1780 are included is required on all batch mailings (may list by member's/employee's name, PPGBL/BL number). A copy of the completed DD Form 1780 will be maintained by the origin TO in the active portion of the carriers performance file.

d. The carrier is required to submit the DD Form 1840 to the origin TO within 75 days of delivery. In the absence of a DD Form 1840, DD Form 1840R, or other supporting documentation which would indicate loss and/or damage sustained on the move, the carrier will not earn any of the 40 points possible for loss and/or damage. The carrier must maintain documentation regarding their timely submission of the DD Form 1840. If the DD Form 1840 information has not been received by the origin TO, the TO will compute the score with the information available and annotate the absence of the DD Form 1840."

Page IV-O-16 para. C.4.c.(6) This seems to indicate that the destination TO is responsible for returning the 1840 to origin for scoring. Yet the carrier is penalized if the TO does not return the form. This is not fair. The TQAP manual had a paragraph stating "The carrier may return a copy of the DD Form 1840 to the origin PPSO within the same time frame allowed for an appeal as described in para. C.6.b. The PPSO will issue a revised score using the DD Form 1840. This will not be considered an appeal nor will it affect the appeal process as describe in paragraph C.6. If the carrier is going to appeal a score, it must be received with the time frame established by the first DD Form 1780." This language should be reinstated, as it focuses the program on loss or damage, rather than on catching paperwork violations. It should be more important whether the carrier did a good job on the move than on whether the origin TO received the

paperwork (or even if the TO received it but lost it before scoring). (AMSA, Allied, Global, National)

Non-Concur: Paragraph provides guidance for the TO/member to submit the DD Form 1840-R.

Page IV-O-16 para. C.5. This section used to include a paragraph stating "If the carrier fully performed in accordance with the conditions defined in the tender of service, the DD Form 1780 will serve to confirm with the carrier that the shipment has been evaluated and is satisfactory." The removal of this paragraph seems to indicate that DOD is more interested in using the TQAP program as a punitive measure than in identifying carriers who are performing satisfactorily. There is no benefit to such a negative approach. (AMSA)

Concur: Replaced paragraph. We recognize the benefit of ensuring the carrier is aware that the shipment has been evaluated.

Page IV-O-17 para. C.6.a. Section requires each shipment to be appealed separately. In the interest of saving paper and time, consolidated appeals should be permitted. This requirement didn't used to be included. (AMSA)

Non-Concur: Each shipment score shall be appealed separately. Amended paragraph to read as follows:

"a. Carriers will be afforded the opportunity to appeal shipment scores and other TOS violations noted by the TO on the DD Form 1780. Appeals may not be made on DD Forms 1780 or 2497. Carriers must appeal each shipment score separately on company stationery. <u>All appeal packets must be complete and include all necessary documentation for HQ SDDC to adjudicate the appeal(s)</u>."

Page IV-O-17 para. C.6.b. Add language indicating that the batch mail date from the TO will also be determined by the postmark. This has been agreed by SDDC and industry because some TOs are not mailing on the batch mail date, so carriers are shortchanged on their days. (AMSA, Allied, Global, Stevens, National)

Concur. Amended paragraph to read as follows:

"b. Appeal Periods. DD Forms 1780 are batch mailed to the carrier on the 15th and the last day of the month, excluding weekends and federal holidays. If the 15th and/or the last day of the month fall on a weekend or federal holiday, the batch mailing will be completed on the last workday prior to the weekend or holiday. The 45-day appeal period will begin on the first day following the batch mailed <u>postmark</u> date. Example: The DD Form 1780 is dated 6 April and batch mailed to the carrier by the origin TO on 15 April and the envelope is postmarked 18 April. The carrier may submit an appeal to the origin TO not later than 2 June. TOs will use the US postmark date on the envelope from the carrier to determine…"

Page IV-O-18 para C.6.f. Recommend adding the following provision to the list of examples as follows, "(11) Carrier provides evidence that loss or damage was caused by NTS (usually supported by a rider or exception sheet)." (Allied, Global, Stevens, National)

Non-Concur: Paragraph C.6.f. states, "Grounds for appeal include, <u>but are not limited to</u>, the following:". This already indicates that the carrier may provide compelling evidence as stated in the situation above (or compelling evidence for any other situation) as the basis for an appeal.

Page IV-O-18 para C.6.f. Request a sentence be added to the effect that the carrier will have additional days added to the transit time for the days that a shipment is detained by customs if such a delay is due to circumstances beyond the carrier's control. (National)

Concur. Added a bullet to the end of para C.6.f. reading as follows:

"(11) Custom delays not the fault or caused by the carrier."

Page IV-O-19 para. C.7.b.(1) Should read "Individual shipment scores...will be added together and divided by the total number of shipments scored to give the carrier one semiannual score..." The score should not be an average of averaged scores. The same change is needed in para. b.2. as well. (AMSA, Allied, Global, Stevens, National)

Non-Concur: As written, para C.7.b. states individual scores from the closing/realigned activity and the gaining activity will be added together.

Page IV-O-21 para. C.7.d.(1) Recommend that if a carrier does not receive "timely" notification, the carrier should be allowed the option of accepting the late score or carrying over the score from the previous cycle and be given 30 days within which to exercise this option. (HHGFAA, Suddath)

Non-Concur. However, amended paragraph as follows:

"1) Carriers will be advised of their average shipment score and performance status at the end of the semiannual evaluation process, but not later than 30 calendar days prior to the effective date of the following six-month rate cycle. Scores of those carriers who fall below 90 will be sent, by certified or registered mail, return receipt requested. A copy of the semiannual evaluation will be maintained in the carrier's performance file. <u>If the carrier has not received their semiannual evaluation 35 calendar days prior to the effective date of the following rate cycle, the carrier should notify SDDC.</u> "

Page IV-O-21 para. C.8.a. Add language indicating that the mail date from the TO will also be determined by the postmark. This has been agreed by SDDC and industry because some TOs are not mailing on the mail date, so carriers are shortchanged on their days. (AMSA, Allied, Global, Stevens, National)

Concur added "postmark"

Page IV-O-21 para. C.8.a. Another ground for appealing should be added: If the carrier can show that they requested a shipment score more than 45 days before the end of the scoring period and the base failed to include it. (AMSA, Allied, Global, Stevens, National)

Concur: Carriers are presently afforded 45 days to appeal any action of the TO, including the semi-annual evaluation score (DD Form 2497). Added para C.8.a.(4), as follows:

"(4) The carrier can show that they requested a shipment score more than 45 days before the end of the scoring period and the installation failed to include the shipment score."

Page IV-O-22 para. C.8.a.(3) This paragraph used to include the following: "Scores may be adjusted at this time for missing DD Forms 1840/1840R..." This language should be reinstated, as carriers need to have an opportunity to appeal deductions for missing forms. The TQAP program is too focused on catching paperwork violations, and pays too little attention to actually measuring the quality of service being provided. It's what's on the form that is important, not when the form is returned. (AMSA)

Non-Concur: The carrier must have their DD Form 1840 submitted to the origin TO NLT 75 days after delivery of shipment, or they will not be allowed points for no loss/damages. 75 days after delivery of shipment is sufficient time for carriers to provide the DD Form 1840 to the origin PPSO.

Page IV-O-22 para. C.9.b. This paragraph used to score shipments turned back after performance of origin services at 50 points, instead of 40. We don't know why this was changed. (AMSA)

Non-Concur: 40 points is correct (see DOD 4500.9R dated Aug 99, Page IV- BM-24, para C.9.b)

Page IV-O-23 para. C.10.d. A time limit should be provided for the TO to sign and return the 619 to the carrier. Some TOs are holding these forms for an inordinate amount of time. (AMSA)

Concur: The TO should be able, within 10 working days to sign and verify charges or notify the carrier of a delay. Amended paragraph to read as follows:

d. The carrier will prepare a DD Form 619 (Figure 401-2) for billing purposes that must include all accessorial services incidental to the delivery of the shipment. The carrier will return the completed DD Form 619 to the TO that authorized the services. The TO will verify and sign the form, keeping one copy in the permanent shipment file, and returning the remainder to the carrier. The TO will return a copy of the DD Form 619 to the carrier within 10 working days.

Page IV-O-25 para. E. The heading over both columns A and B should read "Removal from DOD Program/Approval Revocation." This heading applies to both columns. The difference is described in the subheading, i.e. whether the carrier can complete the shipments in the pipeline. If you read the old TQAP manual, you can see how this is supposed to be set up. Having the headings underlined also would help to clarify. (AMSA)

Concur: Believe this was an error established in the original DTR Part IV and carried over into the update. Changed the two individual headings over columns A and B into a single

heading that reads, "Removal from DOD Program/Approval Revocation" and underline the headings.

Page IV-O-32 The paragraph numbers start with 3 instead of 1. This makes the paragraph numbers not correspond with the blocks on the form. (AMSA)

Concur amended numbering sequence

Recommend addition of a section to the TOS governing tender of certain items, with the language taken directly from the BOA, page J-36, Section H-6.a., as follows, "The carrier shall not be liable for any loss or damage to the personal property that is caused by acts or conditions beyond its control and without fault or negligence. The carrier shall not be liable for loss or damage to any documents, evidence of debt, money, records, specie, jewelry, accounts, bills, currency, deeds, notes, stamps, securities, common carrier or other tickets, passports or letters of credit not specifically listed on the inventory and shall be under no obligation to accept the same for shipment; however, if such property is accepted and specifically listed on the inventory, the carrier shall be liable for such property in the same manner as it is liable for personal property." (Stevens)

Non-Concur: This language, along with similar language, is already stated elsewhere in DTR Part IV, and is already taken into consideration. This section is aimed at the scoring process.

Current program can be substantially improved by implementing three items into the current regulations as follows (COVAN):

1. Limit the agent representation of carriers in both the international and domestic programs to reduce administrative workload and enhance the focus on quality.
2. Amend TQAP to a weight adjusted and volume based scoring system for both individual shipment scores as well as for the semiannual average score.
3. Permit LOI adjustments two times a year with any carrier added being set at a 90 score.

These issues will be addressed in the DOD's future personal property program.

Appendix Q:

This Appendix should be moved to the end of the publication so that any TMAs can be easily filed at the end of the book. (AMSA)

Concur: Moved to Appendix S