

INTERNATIONAL PERSONAL PROPERTY RATE SOLICITATION I-14

CHAPTER IV - TERMS, CONDITIONS, & RULES

Item 400

Purpose

This chapter contains information on the terms, conditions, and rules the carriers agree to adhere to for participation in the ITGBL program. By the filing of rates, carriers verify they will adhere to the terms, conditions, rules, and accessorial rates and charges contained in this solicitation.

Item 401

Reserved for Future Use

Item 402

Application of Solicitation

a. This solicitation is applicable to shipments transported for the account of the Department of Defense including the Army, Air Force, and Navy Exchange Services, and the U.S. Coast Guard; herein called the Government. It applies on the transportation of personal property between rate areas within CONUS (excluding Hawaii) on the one hand, overseas rate areas (including Hawaii) on the other, and between rate areas within overseas (intertheater/intratheater) commands. It also applies to the movement of UB between rate areas within CONUS and Alaska.

b. Provisions of this solicitation, including any applicable accessorial rates and charges, apply with the transportation SFR filed with HQMTMC for the account of the Government. The carrier's effective rate on file on the pick up date is applicable.

c. Unless otherwise stated, all rates and charges are expressed in U.S. dollars and cents per hundredweight.

Item 403

Minimum Weight

The transportation SFR, and all other charges based on weight, are based on the weight of the shipment with the following minimums:

- a. HHG - 500 pounds net.
- b. UB - 100 pounds gross.

Item 404

Determination of Weight

a. Weighing Requirement: Carriers will determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this item, the weight shall be obtained on a scale meeting the definition of a certified scale as provided in 49 CFR 375.1(b)(4).

b. Weighing Procedures - HHG:

(1) Except as otherwise provided herein, the weight of each shipment will be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of the same vehicle after the shipment is loaded, the gross weight of the same

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vehicle after the shipment is loaded, or the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.

(2) At the time of both weighings, the vehicle will have installed or loaded all pads, dollies, hand trucks, ramps, and other equipment required in the transportation of each shipment. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.

(3) The fuel tanks on the vehicle will be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when the tare weighing is the first weighing performed.

(4) The trailer of a tractor-trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.

(5) Shipments may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading. For containerized shipments, containers may be weighed independently.

(6) The net weight of shipments transported in containers will be the difference between the tare weight of the empty container and the gross weight of the packed container.

(7) The shipper or any other person responsible for payment of the freight charges will have the right to observe all weighings of the shipment. The carrier must advise the shipper, or any other person entitled to observe the weighings, of the time and specific location where each weighing will be performed and must give that person a reasonable opportunity to be present to observe the weighings. Waiver by a shipper of the right to observe any weighing or reweighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.

(8) If authorized by the PPSO, carriers may use Government scales to determine the gross, tare, and net weight of shipments not originating on Government installations. When requested by the PPSO, Government scales will be used to weigh or reweigh shipments originating or terminating at Government installations where such scales are available.

c. Weight Tickets: The carrier will obtain a separate weight ticket for each weighing required under this item except when both weighings are performed on the same scale; one weight ticket may be used to record both weighings. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:

- (1) The complete name and location of the scale.
- (2) The date of each weighing.
- (3) Identification of the weight entries thereon as being the tare, gross, and/or net weights.
- (4) The company or carrier identification of the vehicle.
- (5) The last name of the shipper as it appears on the PPGBL.
- (6) The carrier shipment registration or PPGBL number.

(7) The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by the carrier as part of the file on the shipment. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.

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d. **Reweighing of Shipments:** Before the actual commencement of the unloading of the shipment weighed at origin and after the shipper is informed of the billing weight and total charges, the shipper may request a reweigh. The lower of the two weights should be used to determine charges.

e. **Weighing Procedures - UB:** The gross weight will be used in determining charges on the transportation SFR and all other charges based on weight. The gross weight will be determined by scale weight, except where an adequate scale is not available at origin or at destination (when physically delivered to destination transportation officer). In such instances, a constructive weight based upon eleven (11) pounds per cubic foot shall be used in determining the applicable charges when authorized by the PPSO.

f. **Weighing Procedures - Professional Books, Papers, and Equipment (PBP&E):** When PBP&E are included as part of the shipment, the weight of such articles will be annotated separately on the PPGBL; the 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. 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 constructive weight was used.

Item 405

Governing Regulations

a. ITGBL shipments made under this solicitation are subject to the terms and conditions of the PPGBL, the rules and regulations contained herein, and the carrier Tender of Service on file with HQMTMC. Where rates or other services are based on mileage, the distance or mileage computations shall be those provided in the Defense Table of Official Distances (DTOD).

b. Carrier will not render, nor will the Government pay for, any service not authorized herein; EXCEPT when a specific service beyond the scope of this solicitation is ordered by the PPSO. Such service(s) will be authorized in writing with the charge(s) agreed thereto and certified by the PPSO on the Government bill of lading or the DD Form 619.

Item 406

Commodity Descriptions

The description of property to which rates, rules, and regulations apply is the class of property designated by the Interstate Commerce Commission in Ex Parte No. MC-19 as a commodity under the following commodity description.

a. **Household Goods:** The term "household goods" means furniture, furnishings, boats, or equipment; clothing, baggage, personal effects, professional books, papers, and equipment; and all other personal property associated with the home and person.

b. **Unaccompanied Baggage:** The term "unaccompanied baggage" means the portion of a member's prescribed weight allowance of personal property including professional books, papers, and equipment, normally shipped separately from the bulk of personal property designated as such on the member's application for shipment.

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Item 407

Description of Codes of Service

a. Code 3 - International Door-to-Door Container: Movement of HHG in Type II MTMC-approved containers whereby a carrier provides origin services, linehaul service from origin residence to a commercial ocean terminal, ocean transportation (using **MTMC Operations Center** negotiated rates to a commercial port of discharge), linehaul to destination residence, and destination services.

b. Code 4 - International Door-to-Door Container: Movement of HHG in containers whereby a carrier provides complete through service from origin residence to the destination residence by surface ocean means; or movement of intratheater shipment of household goods in containers over land from origin residence to destination residence when no such ocean travel is involved.

c. Code 5 - International Door-to-Door Container Government Ocean Transportation: Movement of HHG in containers whereby a carrier provides complete through service from origin residence to the destination residence, EXCEPT the Government provides ocean (**MTMC Operations Center**) transportation via designated military ocean terminals.

d. Code 6 - International Door-to-Door Air Container: Movement of HHG in containers whereby the carrier provides complete through service from origin residence to destination residence and commercial air transportation.

e. Code 7 - International Land-Water-Land Baggage: The movement of UB whereby a carrier provides packing and pickup at origin, surface transportation to final delivery point, and cutting of the banding and opening of the box(es) when delivery to residence is completed. When unpacking services are ordered, see Chapter V.

f. Code 8 - International Land-Air-Land Baggage: The movement of UB whereby a carrier provides packing and pickup at origin, surface transportation to a commercial aerial port, commercial air transportation to a destination aerial port, surface transportation to final delivery point, and cutting the banding and opening of the box(es) when delivery to residence is completed. When unpacking services are ordered, see Chapter V.

g. Code J - Land-Air(AMC)-Land Baggage: The movement of UB whereby a carrier provides packing and pickup at origin, surface transportation to the designated AMC aerial port, surface transportation from a designated aerial port to final delivery point, and cutting of the banding and opening of the box(es) when delivery to residence is completed. AMC will provide origin and destination terminal services and air transportation between aerial ports. When unpacking services are ordered, see Chapter V. Additional requirements included in specific terms and conditions for Code J shipments are in Chapter XIII.

h. Code T - International Door-to-Door Container (AMC): Movement of HHG in containers whereby a carrier provides complete through service from origin residence to the destination residence except the Government provides air (AMC) transportation via designated military airports.

Item 408

Designation of Overseas Theater Command Areas

For rate-making purposes only, the rate areas listed below are considered components of the named commands. Rates filed with HQMTMC to apply between rate areas within the same overseas theater are intratheater rates. Rates filed with HQMTMC to apply from a rate area in one theater to a rate area in another theater are intertheater rates.

Rate Areas under the jurisdiction of the Alaskan Command:

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Alaska

Rate areas under the jurisdiction of the MTMC Personal Property Office-Europe are:

Algeria	Egypt	Luxembourg	Scotland
Azores	Ethiopia	Malta	Spain
Bahrain	France	Morocco	Sweden
Belgium	Germany	Netherlands	Switzerland
Crete	Ireland	Norway	Turkey
Cyprus	Israel	Portugal	United Kingdom
Denmark	Italy	Saudi Arabia	

Rate areas under the jurisdiction of the HQMTMC are:

Barbados	Iceland	Mexico	Puerto Rico
Canada			

Rate areas under the jurisdiction of the MTMC Personal Property Office-Pacific are:

American Samoa	Hawaii	Malaysia	Singapore
Australia	Hong Kong	Nepal	Sri Lanka
Bangladesh	India	New Zealand	Taiwan
Burma	Indonesia	Okinawa	Thailand
Cambodia	Japan	Philippines	Vietnam
China	Korea	Samoa	
Guam	Laos		

Rate areas under the jurisdiction of the Southern Command are:

Argentina	Columbia	Honduras	Uruguay
Belize	Costa Rica	Nicaragua	Venezuela
Bolivia	Ecuador	Panama	
Brazil	El Salvador	Paraguay	
Chile	Guatemala	Peru	

Rate areas under the jurisdiction of the U. S. Forces Carribean Command are:

Dominican Republic

Item 409

Carrier's Individual ITGBL Manual Rate Tenders

Where reference is made to this solicitation in the carrier's manual Uniform Tender of Rates and/or Charges for Transportation Services, the following abbreviated descriptions may be used and will apply as described in Item 407.

HHG (Code 3)
HHG (Code 4)
HHG (Code 5)
HHG (Code 6)
HHG (Code T)

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UB (Code 7)
UB (Code 8)
UB (Code J)

Item 410

Limitation of Liability

a. All rates in this solicitation apply on shipments when released to a value not exceeding \$1.25 times the net shipment weight for HHG and gross shipment weight for UB (in pounds), including items of extraordinary value.

b. The carrier accepts property for shipment on the Government bill of lading under the following terms and conditions:

(1) Carrier's legal liability for loss or damage to goods will be the same as set forth in the Interstate Commerce Act [Title 49, USC, Section 14706].

(2) When the cost of repair, replacement, or actual cash value of the article (less depreciation and salvage) at the time and place of loss or damage is less than the carrier's liability, as provided in paragraph (a), the carrier shall be liable for the lesser amount.

(3) The carrier reserves the right to decline items prohibited by law or regulatory body which are injurious or contaminating to the shipment. The carrier shall be liable for loss or damage resulting from nonobservance hereof.

(4) The burden of proof shall be on the carrier to show the loss or damage was caused by the following (excepted) conditions relieving it of liability. The carrier is not responsible for loss or damage caused by:

(a) Act of God, public authority, or negligence of the owner and/or owner's agent.

(b) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, including:

1 By any government or sovereign power (de jure or de facto), or by an authority maintaining forces.

2 By an agent of any such government, power, authority or forces.

(c) Any weapon of war employing atomic fission or radioactive force, whether in time of peace or war, including contamination attributable to effects of radioactive or fissionable materials.

(d) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(e) Strikes, lockouts, labor disturbances, riots, civil commotion, or acts of person or persons taking part in such occurrence or disorder.

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(f) Inherent vice of the article or infestations by mollusks, arachnids, crustaceans, parasites or other types of pests, fumigation or decontamination when not the fault of the carrier.

(5) The carrier shall not be liable for intangible property, stamps, coins, bank notes or securities, nor for the intrinsic or sentimental value of an item.

(6) The carrier shall not be liable for preexisting damage indicated on the inventory.

(7) The carrier shall not be liable for damage resulting from improper packing, when such packing was not performed by the carrier.

(8) The carrier shall be liable for concealed damaged caused by the carrier, or when any visible damage to the container is noted, or when the entire contents (or a portion thereof) is lost, either while in transit, SIT, or when delivered by the carrier at destination.

(9) Carrier may, at its option, require proof of loss or damage claimed.

c. For the sake of clarity, the following examples apply. These examples identify carrier's maximum liability. Carrier's actual liability will not exceed the actual cost of repairing or replacing any article lost or damaged in each case:

(1) Net weight of HHG shipment, 5,500 pounds; headboard lost or damaged, weight 50 pounds. Carrier's maximum liability for loss or damage to the headboard would be \$1.25 times 5,500 pounds (net shipment weight) or \$6,875.

(2) Net weight of shipment, 10,000 pounds; TV (19 inch) damaged, weight 25 pounds. Carrier's maximum liability would be \$1.25 times 10,000 pounds or \$12,000.

(3) Net weight of shipment, 3,000 pounds; fishing reel missing, weight 1 pound. Carrier's maximum liability would be \$1.25 times 3,000 pounds or \$3,750.

(4) Gross weight of shipment, 300 pounds; small radio, 5 pounds. Carrier's maximum liability would be \$1.25 times 400 pounds or \$500.

(5) Each shipping piece or package and content thereof shall constitute one article. Any article taken apart or knocked down for handling or loading in vehicle shall constitute one article.

(6) On shipments transported in containers, each shipping piece or package or item not enclosed in the packing unit within container shall constitute one article.

Item 411

Item Liable to Cause Damage

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

a. Property whose inherent nature is liable to impregnate, contaminate, or otherwise cause damage to other property or equipment.

b. Items which cannot be taken from or delivered to the premises without damage to the items or the premises.

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Item 412

Inspection of Articles

When a carrier or its agent believes it necessary to inspect the contents of a package, it shall make or cause such inspection to be made or require other sufficient evidence to determine the actual contents of the property.

Item 413

Claims for Loss and Damage

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

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

c. When loss or damage occurs to a shipment transported jointly by a carrier and the Government (Codes 5 and T) and such loss or damage cannot be determined to be solely the responsibility of the carrier or the Government, the liability will be shared equally (50/50). The carrier will be liable for 100 percent of loss or damage to Code J shipments.

Item 414

Limitation of Action

a. All claims and actions at law by carriers for recovery of their charges on shipments, subject to the provisions of this solicitation, will be filed within 3 years (not including any time of war) from date of:

- (1) Final delivery of the property,
- (2) Payment of the transportation charges thereon,
- (3) Subsequent refund of excess charges, or
- (4) Deduction of such excess charges from carrier's account, whichever is later.

b. All claims and actions at law against carriers for recovery of excess charges on shipments, subject to the provisions of this solicitation, will be filed within three (3) years (not including any time of war) from the date of payment of the charges thereon.

c. Provided, however, that if the limitation of actions set forth in this item is breached by the Government by the filing of a claim or action at law (other than by mistake or inadvertence) at a time other than stated in this item, this item will be of no force and effect and will be void ab initio.

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Item 415

Holidays

a. Except as otherwise specifically provided in this solicitation, reference to the term "holiday" will be the date such U.S. national, foreign or officially declared state holidays are observed. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday. Charges in this solicitation for holidays will apply only when service is rendered at the request of the PPSO. Carriers are required to service shipments on days other than those listed herein. Union negotiated holidays do not fall into this category.

b. For reference purpose only, U.S. national holidays are:

New Year's Day, January 1; Martin Luther King's Birthday, the third Monday of January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25.

c. Inauguration Day, which occurs on January 20 of each fourth year after 1965, is a holiday for the Washington, D. C. area only.

Item 416

Hourly Rates

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:

Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour. When in excess of 15 minutes but not more than 30 minutes, charge for one half hour. When in excess of 30 minutes but not more than 45 minutes, charge for three quarters of an hour. When in excess of 45 minutes, charge for one hour.

Item 417

Advanced Charges

Charges advanced by the carrier for services of others engaged at the request of the PPSO will be supported by the carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

Item 418

Disassembly and Reassembly

The SFR does not include removing any outdoor article embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles, such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature. The assembling or disassembling of unusual articles found inside of buildings such as German schranks, water beds, steel shelving, pool tables, elongated work tables, counters, etc., may upon request of the PPSO be disassembled or reassembled subject to labor charges. The shipper, in such case, will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform the service except that removed by the carrier during disassembly. Carrier will not perform these services unless requested and approved by the PPSO.

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Item 419 ***Collection of Freight Charges on HHG Shipments Involving Loss or Destruction in Transit and on Shipments Transported on More than One Vehicle***

a. Carrier will not collect, or require a shipper to pay, any published freight charges (including any charges for accessorial or terminal services) when that shipment is totally lost or destroyed in transit. Notwithstanding any other provisions of this item, a carrier will collect, and the shipper will be required to pay, any specific valuation charge that may be due. This item will not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.

b. In the event that any portion, but less than all, of a shipment of HHG is lost or destroyed in transit, a motor common carrier of HHG in interstate or foreign commerce will, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment, as provided in 49 CFR, Part 1005, refund the portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to the portion of the shipment which is lost or destroyed in transit. To calculate the charges applicable to the shipment as delivered, the carrier shall multiply the percentage corresponding to the shipment as delivered, the carrier shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment as tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges will apply. Notwithstanding any other provisions of this paragraph, a carrier shall collect, and the shipper will be required to pay, the proportion of any charges for accessorial or terminal services rendered corresponding to the proportion of the shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provisions of this paragraph will not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. Carriers will determine, at their own expense, the proportion of the shipment not lost or destroyed in transit.

c. In the event of the loss or destruction of any part of a shipment being transported on more than one vehicle, the collection of charges as provided in paragraph (b) of this item will also be in conformity with the requirements of this item.

Item 420 ***Impracticable Operation***

Nothing in this solicitation will require the carrier to perform any linehaul service or any pick up or delivery service or any other service from or to or at any point or location where, through no fault or neglect of the carrier, the furnishing of such services is impracticable because:

a. The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;

b. Loading or unloading facilities are inadequate;

c. Any force majeure, war, insurrection riot, civil disturbance, strike, picketing, or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the carrier to render linehaul or pickup or delivery or any other service from or to or at other points or locations;

d. Hauling contractors, employees or agents of the carrier are precluded, for reasons beyond the carrier's control, from entering premises where pickup or delivery is to be made;

e. Local, state or Federal restrictions, regulations, or laws prohibit performance of such services by linehaul equipment.

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When service is impracticable for reasons stated in this rule, and service can be completed through the employment of services of third persons, the PPSO may order such service.

Item 421 *Articles Requiring Special Servicing for Safe Transportation*

a. The transportation SFR includes the servicing and unservicing of household appliances and other articles which have free moving parts, mechanisms, attachments, or accessories which if not properly serviced might be damaged or rendered inoperative during transit. However, when the services of a third party are required to service articles (including disassembly and assembly) of an unusual nature, the carrier will, at the written request of the PPSO, arrange for such servicing. Payment for services of a third party will be advanced by the carrier and billed as an advanced charge. The charge will be supported by the PPSO's authorization and by the third party's invoice.

b. Servicing will not include disconnecting or reconnecting appliances, repairing articles, removal or installation of TV antennas or air conditioners, wiring or plumbing service, and securing stereo arms or turntables.

Item 422 *Impractical Pickup or Delivery and Auxiliary Services*

a. It is the responsibility of the shipper to make shipment accessible to the carrier or accept delivery from the carrier at a point the road vehicle may be safely operated.

b. When it is physically impossible for the carrier to perform pickup of a shipment at origin address or to complete delivery of a shipment at destination address with normally assigned road equipment due to the structure of the building; its inaccessibility by highway; inadequate or unsafe public or private road; overhead obstructions; narrow gates; sharp turns; trees or shrubbery; the deterioration of roadway due to rain, flood, snow; or nature of an article or articles included in the shipment; the carrier will hold itself available at the point of pickup or tender delivery at destination at the nearest point of approach to the desired location where the road equipment can be made safely accessible.

c. Upon request of the PPSO, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose of transferring the shipment between the origin or destination address and the nearest point of approach by the carrier's road equipment. Charges for the auxiliary service to cover labor and additional vehicle (if used) will be as provided in Chapter V and will be in addition to all other transportation or accessorial charges.

d. If the owner does not accept the shipment at nearest point of safe approach by carrier's road equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonable possible for delivery, in storage at the nearest available DOD-approved warehouse. The responsible PPSO must be informed of such action prior to placement in warehouse. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment will be considered as having been delivered.

e. Transportation charges to cover the movement of shipment, or part thereof, from point where it was originally tendered to warehouse location will be computed on basis of weight of shipment or that part of shipment stored in warehouse. Any subsequent movement from warehouse will constitute a new shipment.

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Item 423 ***Removal or Placement of Property from or to Inaccessible Locations***

The owner is responsible for removal or placement of property from or to attics, basements, and other locations, and to make property available to the carrier where the location of property and goods to be shipped or delivered (1) is not accessible by a permanent stairway (does not include ladders of any type), (2) is not adequately lighted, (3) does not have a flat continuous floor, and (4) does not allow a person to stand erect. When the PPSO requests and approves the removal or placement of property from or to such areas not readily accessible, labor charges are authorized.

Item 424 ***Extra Pickup or Delivery***

Portions of a shipment may be picked up or delivered at one or more places of origin, destination, or en route.

Item 425 ***Pickup or Delivery at Commercial Warehouse***

Except as otherwise provided herein, if a shipment is delivered to or picked up at a commercial warehouse, the rates for transportation include only the unloading or loading at the door, platform, or other point convenient or accessible to the vehicle. Exception: See Items 432.b.(5) and 534. However, if a carrier is requested by the PPSO to enter the facility to perform origin or destination services, labor charges apply.

Item 426 ***Billing Procedures***

a. For services rendered, the carrier agrees to bill the appropriate military service finance office responsible for payment of the transportation charges in accordance with procedures disseminated by the Commander, MTMC. For shipments that are diverted or reconsigned in accordance with applicable rate tariff/tender, the carrier agrees to submit with SF 1113 (Public Voucher for Transportation Charges), the original Diversion Certificate, signed by the requesting PPSO authenticating the diversion or reconsignment. Valuation charge will be identified separately from all other charges on billing documents. All billing must be supported by appropriate documents as indicated in Appendix A of this chapter.

b. The U.S. Government shall pay the carrier applicable rates and charges due for transportation services rendered 30 days after receipt of carrier's proper transportation bill (invoice).

c. Late Payments and Interest Penalties

(1) An interest penalty will be paid to the carrier for the period commencing on the day after the required payment date, as specified in paragraph (a), and ending on the date on which payment of the applicable transportation charges are made.

(2) The interest penalty payment will be computed based on the percentage interest rate determined by the Secretary of the Treasury for interest payments under Section 12 of the Contract Disputes Act of 1978 (41 USC 611), which is in effect at the time the obligation accrues to pay a late payment interest penalty.

(3) The carrier will be entitled to an added penalty if (1) the U.S. Government fails to pay the interest penalty within 10 days after it makes a late payment of the transportation bill, and (2) the carrier makes a

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written demand for the added penalty within 40 days after the date the payment is made. Under these conditions, the carrier will be entitled to an amount equal to the sum of the late payment interest penalty plus an added penalty. The added penalty will be equal to a percentage of the late payment interest penalty as specified by regulation by the Director of the Office of Management and Budget, subject to such maximum as may be specified in such regulation.

d. The foregoing merely summarizes the pertinent provisions of the "Prompt Payment Act" and is for information purposes only. The entire Prompt Payment Act, 31 U.S.C. 3901 et seq applies to shipment transported under this solicitation.

Item 427

Storage-In-Transit (SIT) - HHG

a. SIT of property covered by this solicitation is the holding of the shipment, or portion thereof, in a DOD-approved facility or warehouse used by the carrier or its agent for storage, pending further transportation, and will be effected only at the request of the PPSO or under the conditions specified below or as provided in Item 422. For the purpose of this item, a carrier may designate any DOD-approved facility or warehouse to serve as its agent.

b. When a shipment is placed in SIT in CONUS, the carrier agrees to the following:

(1) Storage. The warehouseman shall have until the close of business of the third (3rd) working day following the date the SIT control number is issued to complete the handling-in services. Personal property shall be stored so as to protect it from loss and damage.

(2) Shipping Container. Contents of containerized shipments will not be removed from containers when placed in SIT.

(3) Identification. All lots of loose HHG, storage lots, and noncontainerized HHG and UB shipments shall be properly identified.

c. A shipment or portion thereof may be placed in SIT one or more times for an aggregate period not to exceed 180 days unless additional storage is authorized by the PPSO in accordance with JFTR, Volume 1, paragraphs U5375-B 3 a and b. PPSO will notify carrier of the extension and projected termination date. When not removed from SIT at midnight on the 180th day or at the extended SIT period authorized by the PPSO, the following will result:

(1) Liability of the carrier will terminate after such time,

(2) The international character of the shipment, or portion thereof, will cease,

(3) The warehouse will be considered the destination of the property,

(4) The warehousemen will become the agent for the shipper, and

(5) The property will then be subject to the rules, regulations and charges of the warehousemen.

d. When SIT is at destination, charges may be billed after SIT is effected as follows:

(1) SFR between origin and delivery address shown in block 18 of the PPGBL.

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(2) Charges for additional services, advances, and other lawful charges performed at origin and while in transit.

e. The transportation rates to apply on shipment stored in transit:

(1) At ORIGIN ONLY will be (a) Item(s) 520/530 pickup transportation rate from residence to SIT facility and (b) the SFR from the SIT facility at origin pickup point to the destination shown in block 18 of PPGBL.

(2) At BOTH ORIGIN and DESTINATION will be (a) Item(s) 520/530 pickup transportation rate from residence to SIT facility at origin, (b) the SFR from SIT facility at origin pickup point to the destination shown in block 18 of the Government bill of lading, and (c) Item 520/530 delivery Transportation Rate from nearest available carrier's agent SIT facility at destination shown in block 18 to final destination point.

(3) At DESTINATION ONLY will be (a) the SFR from residence to the destination shown in block 18 of the Government bill of lading, and (b) Items 520/530 delivery transportation rate from nearest available carrier's agent SIT facility at destination shown in block 18 to final destination point.

(See Items 520 and 530 for Pickup or Delivery Transportation rates to apply on SIT shipments and application thereof.)

Note: The carrier will use the carrier's DOD approved agent facility located nearest the destination city or installation shown in block 18. Should the carrier use a more distant facility for convenience, SIT and related charges will be based on the carrier's agent nearest available DOD-approved facility. Nearest available carrier's agent DOD-approved storage facility is defined as follows: Carrier's agent facility having DOD approval, having space for the shipment, and accepting DOD traffic from the carrier. If the agent refuses to accept a shipment, e.g., because of the carrier's refusal to provide a waiver and/or to the carrier's poor payment history, the agent's facility will be considered "available" for purpose of determining charges irrespective of what destination warehouse the carrier uses.

f. The transportation charges to apply on a portion of an SIT shipment delivered from warehouse location to destination will be the applicable transportation rate based on the weight of such portion, subject to the provisions of paragraph (e) of this item.

g. On property consigned to SIT wherein an overflow of property requires that a split shipment be delivered to the warehouse on different dates, the charges for such property will be as follows:

(1) Transportation charges from initial point of pickup to warehouse location will be based on the combined weight of the property stored in transit, and computation of transportation charges will be as provided in paragraph (e) of this item.

(2) Storage charges in effect on date of initial pickup will be assessed separately on each portion of shipment stored in transit, except the 500-pound minimum weight will apply to the combined weight of property stored in transit. Storage will be rated separately on each portion added.

(3) Warehouse handling charge will apply only once, based on the combined weight of the property stored in transit.

(4) All subsequent charges will be based on the combined weight of the property stored in transit.

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h. During SIT, shipper may withdraw a portion of the property. When the selection of items requires unstacking and/or restacking of the shipment or a portion of the shipment, charges for such handling will be assessed in accordance with labor charges. Charges for transportation furnished, if any, for portion selected for delivery will be assessed on the same basis as would apply to that portion as an individual shipment. The following will be applicable to the portion remaining in storage.

(1) Storage charges will continue to apply on the weight of remainder of the property.

(2) Charges for transportation furnished, if any, for the delivery of the remainder of the property will be assessed on the same basis as would apply to that portion as an individual shipment.

i. During the SIT period, shipper may add property to those already in SIT. Charges for such property added will be as follows:

(1) Transportation charges to apply on the additional between initial point of pickup and warehouse, will be as provided in paragraph (e) of this item.

(2) Warehouse handling charge as provided in Chapter V will apply on the addition, subject to a 500-pound minimum.

(3) First day storage charges will apply on the weight of the added property subject to a 500-pound minimum in CONUS. In overseas areas, the charges will begin for a 30-day period.

(4) All subsequent charges, including SIT, will be based on the total weight of combined property.

j. If delivery cannot be made at the address specified on the Government bill of lading because of impractical operation as defined herein, or for any other reason other than the fault of the carrier, and neither PPSO nor owner designates another address where delivery can be made, carrier will place the property in SIT.

k. When property is placed in SIT, in segments, on different dates:

(1) The transportation rates and additional service charges in effect on the date of initial pickup of the first segment will apply to that segment only, and

(2) The transportation rates and additional service charges in effect on the date(s) of initial pickup of each subsequent segment placed in SIT will apply to these subsequent segments.

l. When property is removed from SIT and extra pickups are ordered:

(1) The transportation rates and additional service charges in effect on the date the extra pickup is performed will apply to the entire weight of the extra pickup, and

(2) The transportation rates and additional service charges in effect on the date of the initial pick up of the SIT portion will apply to the entire weight of that portion.

m. Except as specifically provided for herein, each portion of the shipment will be rated at the applicable rate in effect on the date of pick up of each portion, based on total weight of the entire shipment.

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Item 428

Storage-in-Transit - UB

a. SIT of UB will be handled under the same rules that apply to HHG with the following exceptions:

(1) Delivery to residence will be made on date specified for delivery, unless carrier is unable to deliver due to notification for delivery 3 working days prior to such date. In such case, delivery will be effected no later than 3 working days after the date of notification. If notification is given before noon on a working day, that day will be day one. If notification is given after noon, the following day will be day one. In either case, storage charges will cease to accrue after day 3 or the day after goods are removed from storage, whichever is earlier.

(2) All references to minimum charges will be based on 100 pounds gross.

b. When a shipment is placed in SIT in CONUS, the carrier agrees to the following:

(1) Storage. The warehouseman shall have until the close of business of the third (3rd) working day following the date the SIT control number is issued to complete the handling-in services. Personal property shall be stored so as to protect it from loss and damage.

(2) Shipping Container. Contents of containerized shipments will not be removed from containers when placed in SIT.

(3) Identification. All lots of loose HHG, storage lots, and noncontainerized HHG and UB shipments shall be properly identified.

Item 429

SIT Period

SIT service provided in this solicitation will be for a period not to exceed 180 days unless additional storage is authorized by the PPSO in accordance with Joint Federal Travel Regulations (JFTR), Volume 1, Paragraph U5375-B3a and b. PPSO will notify carrier of the extension and the projected termination date. When shipment is not removed from SIT period authorized by the PPSO, carrier liability will terminate at midnight of the last day of the SIT period, the through Government bill of lading character of the shipment will cease, the warehouse will be considered the final destination point of the shipment, the warehouseman will become the agent for the shipper, and the shipment then becomes subject to the rules, regulations, charges, and liability of the warehouseman.

Item 430

Overflow Shipments

The carrier will book all items of a single shipment together on the same vessel/aircraft, and same voyage or departure. In the event that a portion of any shipment should be shut out by the transoceanic carrier, the carrier will notify the destination PPSO of such occurrence.

Item 431

Use of Foreign Flag Shipping

a. Ships registered under the laws of the United States must be used for the carriage of personal property (HHG, personal effects, or POVs) when such ships are available unless the necessity of the traveler's mission requires the use of a ship under a foreign flag.

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b. A Justification Certificate (see below) is required for the use of a foreign flag vessel/aircraft. Rate adjustments will be permitted when rate differentials are involved due to use of foreign flag shipping. When increases or decreases occur in rates due to use of foreign flag shipping, billing and documentation submitted in connection with ITGBL shipment, will have differences between the Foreign flag vessel/aircraft rate and the rate used in computing the transportation SFR on file at HQMTMC, adjusted in favor of the carrier or Government on the basis of the ocean/air freight bill which must be submitted to support each Government bill of lading. An example of the adjustment required in the event of an ocean rate increase would be:

ITGBL Shipment: 3000 lbs., 450 Cubic Feet, ITGBL Rate \$32.00 per cwt.

1. 3000 lbs X \$32.00 per cwt. = \$960.00
2. Ocean rate used in constructing the effective ITGBL rate: 81 cents per cubic foot.
3. Paid to Foreign Flag ocean carrier as shown on freight bill: 90 cents per cubic foot.
4. Supplemental charge for ocean freight as stated on the ocean freight bill and computed in accordance with the measurement rule stated in tariff governing the rate:

450 cubic feet at 9 cents per cubic foot = \$ 40.50
5. Total charges due ITGBL carrier: \$1,000.50

c. 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 follows:

(1) Air shipments:

(a) Request permission from Headquarters, Air Mobility Command (AMC), ATTN: **DOYAB**, Scott AFB, IL 62225-5001, commercial telephone **(618) 229-4791**, facsimile commercial **(618) 256-8316**, to use aircraft of foreign registry when I determine the use of an air carrier of U.S. registry is not available and I have fully complied with provisions of the Fly American Act. If any segment of the intended routing involves use of a foreign flag carrier, a justification certificate with a valid AMC control number is required, and approval will be obtained prior to booking of shipment with air carrier. Request for authorization to use a foreign flag carrier will be accomplished and submitted to HQ AMC by electrical means (message or facsimile) within but not more than 10 calendar days of pickup, but, in any case, no later than 2 full working days prior to booking of shipment with the foreign flag carrier. The electronic transmission will consist of the following: Justification Certificate for Use of Foreign Flag Carrier (as illustrated) and a copy of the personal property Government bill of lading (PPGBL) for shipments to or from controlled rate areas. Upon review and concurrence/nonconcurrence, HQ AMC will respond by similar electronic means to the carrier within 2 full working days of the receipt of the carrier's request.

(b) AMC Routing Policy. The following principles shall be followed in determining the availability of U.S. flag air carriers: The first or last leg from and to the U.S. shall be by a U.S. flag carrier. U.S. flag air carrier service available at the point of origin shall be used to destination or, in the absence of direct or through service, to the furthest point on a commonly used air route. When an origin or interchange point is not serviced by a U.S. air carrier, foreign flag air carrier service shall be used only to the nearest interchange point on a commonly used air route to connect with U.S.-flag air carrier service.

(2) Surface shipments:

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(a) U.S.-flag vessels participating in the Voluntary Intermodal Sealift Agreement (VISA) will receive preference over other vessels. See Item 106 for the prioritized order for utilization of commercial sealift capacity to meet DOD peacetime and contingency requirements.

(b) Request permission from the appropriate **MTMC Operations Center** designated Contracting Officer's Representative (COR) responsible for the surface port of embarkation (SPOE) to use a vessel of foreign registry when I determine the use of a vessel of U.S. registry will not provide the required service. The requirement for use of U.S.-flag vessels applies to shipments to, from, and between overseas ports. Use of foreign flag vessels is not authorized when the ITGBL HHG carrier, for its convenience, selects a port of loading where ocean transportation is available only by foreign flag vessel in lieu of a port customarily served by U.S.-flag vessels. Therefore, when a carrier, for its convenience, elects to use a port not normally served by U.S.-flag vessels, the certificate for use of a foreign flag vessel from that port will not be signed. It is understood by the carrier the selection of such a port is at its risk should it become necessary to divert the shipment to a port providing U.S.-flag vessel service. The movement of cargo partly by U.S.-flag vessel and partly by foreign flag feeder vessel will not be approved when a U.S.-flag vessel is available to transport HHG to their destination. Carrier's agents may, if authorized in writing by the carrier, make the submission on behalf of the carrier. **MTMC Operations Center**-designated CORs will furnish advice to ITGBL HHG carriers as to the general availability of U.S.-flag vessels between specified origin and destination places when requested. If any segment of the intended routing involves use of a foreign flag vessel, a justification certification with a valid **MTMC Operations Center** control number is required, and approval will be obtained prior to booking of shipment with the ocean carrier. The request for authorization to use a foreign flag carrier will be accomplished and submitted to the appropriate **MTMC Operations Center**-designated COR by electronic means (message or facsimile) within but not more than 10 calendar days following the date of pickup but, in any case, not less than 2 working days prior to booking cargo with a vessel operating common carrier (VOCC). Carriers will submit the required certificate to the **MTMC Operations Center**-designated COR with responsibility over the anticipated SPOE (listed below). If certificate is submitted in an untimely fashion, **MTMC Operations Center**-designated CORs will normally not sign the certificate and the original unsigned certificate will be returned to the carrier. Consideration of an untimely filed certificate will be at the discretion of the **MTMC Operations Center**-HQMTMC reviewing official. No late filing will be considered unless carrier fully documents all extenuating circumstances preventing timely filing of the certificate and such circumstances are deemed substantive cause for late filing by **MTMC Operations Center**-HQMTMC reviewing official. Any subsequent reconsideration of such certificate will be by MTMC. In all instances, **MTMC Operations Center**-designated CORs will respond within 2 full working days of receipt of carrier certificate. Limited attempts may be made by **MTMC Operations Center**-designated CORs within that time frame to resolve minor factual omissions or clarify supporting information. Response to carrier will be by the most expeditious means available, preferably electronic transmission (facsimile, electronic mail, etc.).

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OCCA ADDRESS/COMMUNICATIONS
MTMC Operations Center -Designated CORs

Official Mail Address

Telephone/FAX/DSN

MTMC Operations Center
Ocean Cargo division
Bldg. 827 Monroe Ave.
Ft. Eustis, Virginia 23604-5000
Jim Hudgens or Margaret Sitts

(757) 878-5110/5348
DSN: 927-XXXX
FAX: (757) 878-1810

MTMC Europe Rotterdam

Telephone: 31-10-459-2329

Military Postal Service

CDR 598th Transportation Group
Attn: Chief OCCA Europe/S3
PSC 72 Box 168
APO AE 09709
Ed Mazurkiewicz, LT Sparangis (USN), CPT McKay

31-10-459-2523
FAX: 31-10-459-2426
DSN: (314) 362-2523

International Postal Service

Commander, 598th Transportation Group
Lylantseplein 1
2908 LH Capelle a/d IJssel
Nederlands
Ed Mazurkiewicz, LT Sparangis (USN), CPT McKay
ATTN: MTEEU-OCCA

OCCA-Yokohama, Japan
599th Transportation Group
Ocean Cargo Clearance Authority
PSC 471
FPO AP 96347-2900
Art Carpenter or Carlos Lavandero
Foreign Post Address:

Telephone: 81-45-453-5786
FAX: 81-45-453-7095
DSN: (315) 269-6617

(3) Payment. Certificates not having an AMC/DSC control number will cause the SF 1113 to be returned by the finance centers to the carrier for inclusion of the required control number. Payment requires a properly completed justification certificate.

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JUSTIFICATION CERTIFICATE FOR USE OF A FOREIGN FLAG OCEAN VESSEL

MTMC Operations Center CONTROL #: _____ SUBMISSION DATE: _____
MTMC Operations Center Receipt Date: _____

Carrier: _____ SCAC: _____
Award Date: _____ PPGBL #: _____
Pickup Date: _____ OTO #: _____
Origin: _____ RDD: _____
Destination: _____

Property owner's name and rank: _____
Name of Foreign Flag Carrier: _____
(Legal name of operator)

Foreign flag carrier will be utilized between _____ on _____ on
(Port of Embarkation) (Date of Embarkation)
_____ arriving at _____ on _____
(Name of vessel & voyage number) (Port of Debarkation) (Date of Debarkation)

I certify that it is necessary to transport the household goods and/or personal effects of the above-named property owner by foreign flag carrier as designated above for the following reasons:

(A FULL EXPLANATION IS REQUIRED)

NOTE: The explanation must include documented description of efforts made to secure U.S. flag carrier including points of contact (with names and telephone numbers) with a least two U.S. flag carriers contacted. Copies of telephone notes, telegraphic, and facsimile message or letters will be sufficient for this purpose if adequate details are included therein to support conclusions that U.S.-flag carriers were not available.

(Signature of Carrier Official)

(Title) _____
(Date)

Verification:
I certify that no U.S.-flag vessel was available to meet the requirements of the above shipment.

(Signature of MTMC Operations Center Official)

(Title) _____
(Date)

Attached:

PPGBL: Yes / No OTO Award Message: Yes / No
(If no, provide explanation.)

The PPGBL rate on file with HQMTMC will be protected to the extent provided by paragraph 33e of the Tender of Service.

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JUSTIFICATION CERTIFICATE FOR USE OF A FOREIGN FLAG AIRCRAFT

AMC CONTROL #: _____ SUBMISSION DATE: _____

AMC Receipt Date: _____

Carrier: _____

SCAC: _____

Award Date: _____

PPGBL #: _____

OTO #: _____

Pickup Date: _____

RDD: _____

Origin: _____

Destination: _____

Name of U.S. Flag Carrier: _____

U.S. Flag Carrier will be utilized between _____
and _____.

Cubic Feet: _____

Gross Weight: _____

Net Weight: _____

Air Freight Charge/CWT: _____

Name of foreign flag carrier: _____

Foreign flag carrier will be utilized between _____
and _____.

Date of departure: _____.

Property owner's name and rank: _____

I certify that it is necessary to transport the household goods and/or personal effects of the above-named property owner by foreign flag carrier as designated above for the following reasons:

(A FULL EXPLANATION IS REQUIRED)

NOTE: The explanation must include documented description of efforts made to secure U.S. flag carrier including points of contact (with names and telephone numbers) with a least two U.S. flag carriers contacted. Copies of telephone notes, telegraphic, and facsimile message or letters will be sufficient for this purpose if adequate details are included therein to support conclusions that provisions of the Fly American Act (49 U.S.C. 1517) have been met.

(Signature of Carrier Official)

(Signature of AMC Official)

(Title)

(Date)

(Title)

(Date)

Concur _____ / Nonconcur _____

Attached:

PPGBL: Yes / No

OTO Award Message: Yes / No

(If no, provide explanation.)

The PPGBL rate on file with HQMTMC will be protected to the extent provided by paragraph 33e of the Tender of Service.

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Item 432 [LHS]

Application of Transportation SFR - HHG

a. Transportation SFR INCLUDE THE FOLLOWING SERVICES:

(1) Packing, including use of packing containers and materials from origin to destination and unpacking. When Government-owned containers are utilized or when packing is not required, reductions to the SFR will be annotated on the PPGBL. Shipping containers and packing materials furnished by the carrier will remain the property of the carrier.

(2) For all shipments from Germany to CONUS, carriers are responsible for providing the following services:

(a) Identifying clearly all outdoor articles consecutively on the last page of the HHG descriptive inventory.

(b) Packing all outdoor articles in the same container and as close to the front door as possible.

(c) Stenciling "OHA" on the exterior of all containers which include outdoor articles.

(3) Servicing and unservicing of appliances, except third party service.

(4) All land, water and air transportation, EXCEPT:

(a) Additional land transportation charges for shipments picked up or delivered from or to SIT.

(b) Port handling and stevedoring services within the military ocean terminal or within the commercial ocean terminal, when used in lieu of the military ocean terminal, and Government-arranged ocean movement (Code 5).

(c) Terminal services within the AMC terminal and Government-arranged air movement (Code T).

(d) Bunker fuel charges (BSC), air fuel surcharges (100), port security/congestion surcharges (CON), and/or war risk surcharges (WAR), where applicable, and when actually billed to the ITGBL carrier by ocean freight carrier, air carrier or port agent pursuant to regularly filed tariff(s) with the Regulatory Bodies or Commissions. Such charges will be separately stated on the GBL and supported by prorated ocean, air carrier or port agent invoices for the actual amount. (See Item 513 for application of the Fuel Surcharge for CONUS linehaul, including Alaska and Hawaii).

(e) Over-ocean charges negotiated by **MTMC Operations Center** (Code 3).

(5) Customs Clearance:

(a) Carrier will arrange all customs clearance and other related services that pertain to and influence the movement of personal property (gun control, quarantine, pest infestation, etc.) and will comply with all DOD, foreign, and domestic regulations.

(b) Export and import documentation services involving customs clearances. Movement of shipment, arriving in CONUS, in bond to the U.S. Customs House nearest the ultimate consignee. The responsible destination PPSO will be notified in advance when a shipment is to move in bond.

(6) Removal and placement of each article in the residence/warehouse or other building.

(7) Hoisting or lowering of article.

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(8) Elevator, stair and excessive distance carry, piano/organ carry and/or heavy or bulky item charge (exception: see paragraph b.(5) below).

(9) Ferry, tunnel and bridge charges/tolls.

(10) Prelodge costs, i.e., those costs incurred as a result of the advance notification and document delivery of shipments to military ocean terminals (Code 5).

b. Transportation SFR WILL NOT INCLUDE:

(1) Storage, waiting time and/or handling charges (includes excess linehaul costs associated with movement of shipment in bond to the U.S Customs House nearest the ultimate consignee), caused by failure of the origin transportation officer to furnish acceptable custom documents or by refusal of customs officials to clear shipments. These charges will be billed at rates provided in this solicitation when performed by the carrier. When services are performed by a third party, billing will be at the actual cost charged to the carrier and supported by third party invoices. The billing will reference applicable rate schedules and/or tariffs when charges are assessed in accordance with such publications. Charges for excess linehaul costs, associated with movement in bond, are those expenses over the carrier's normal linehaul operating expenses. Such expenses will be supported by an invoice for the actual charges, along with a copy of the freight agreement or other supporting documentation, to justify the excess cost.

(2) Any Government or public authority ordered charges for inspection, disinfestation, decontamination, fumigation, demurrage or other charges occasioned by such orders not the fault of the carrier.

(3) Servicing of articles requiring services of third parties.

(4) When an article cannot be picked up or delivered from a residence by the conventional method (doorways, stairs, elevator to floor) or the structural nature of the residence must be changed to accommodate a pickup or delivery (removal of windows, doors, etc.), the carrier, upon approval of the PPSO will be authorized third party service. This exception is directed at the pickups and deliveries from high rise apartment buildings and is not intended to be used for minor hoisting and lowering, such as first floor balconies in apartments and single family dwellings.

(5) (a) Shipments picked up or delivered to a mini warehouse, which involve a carry in excess of 75 feet between the carrier vehicle and the outside entrance door of the actual storage area, the PPSO can authorize an excessive distance carry charge.

(b) Shipments picked up or delivered to a residence, with construction or other safety factors that prevents the carrier (through no fault of their own) from normal carry access within 75 feet, the PPSO can authorize an excessive distance carry charge. Approval must be granted prior to service being performed.

(c) Item 534 lists the schedule of charges.

Item 433 [LHS]

Application of Transportation SFR - UB

The transportation SFR, per gross hundredweight, filed with HQMTMC, including shipments between or within overseas (intertheater/intratheater) command applies from origin area to destination area, on UB shipments controlled by and moving on PPGBL. The SFR includes pickup at any point within the origin area and delivery to any point within the destination area

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a. Transportation SFR INCLUDE THE FOLLOWING SERVICES:

- (1) Packing, including use of packing containers and materials from origin to destination.
- (2) Servicing and unservicing of appliances.
- (3) All land, water, and air transportation, except:
 - (a) Additional land transportation charges for shipments picked up or delivered from or to SIT.
 - (b) Port handling and stevedoring services within the military ocean terminal and Government-arranged ocean movement.
 - (c) Terminal services within the AMC terminal and Government-arranged air movement.
 - (d) Bunker fuel charges (BSC), air fuel surcharges (100), port security/congestion surcharges (CON), and/or war risk surcharges (WAR), where applicable, and when actually billed to the ITGBL carrier by the ocean freight carrier, air carrier or port agent pursuant to regularly filed tariff(s) with the Regulatory Bodies or Commissions. Such charges will be separately stated on the GBL and supported by ocean, air carrier or port agent invoices for the actual amount.
- (4) Arranging customs clearance and other related services that pertain to and influence the movement of personal property, in compliance with all DOD, foreign, and domestic regulations. All export and import service charges. Movement of shipments in bond, to the U.S. Customs House. The responsible destination PPSO will be notified in advance when a shipment is to move in bond.
- (5) Placement of UB external shipping container/crate into member's residence, cutting of bands, and opening of external container/crate. If shipping container is too large for placement into residence (carrier convenience), property must be removed and placed into residence as part of SFR.
- (6) Ferry, tunnel, and bridge charges/tolls.
- (7) For baggage shipments in excess of 250 pounds, carrier will notify the destination transportation officer in advance of delivery.
- (8) For shipment weighing 250 or less, carrier will notify the destination transportation officer no later than 48 hours following delivery.
- (9) At CONUS destinations where carrier is not represented by a UB agent, provide the PPSO the name, address, and telephone number of a point of contact who will make arrangements to accomplish those destination services that may be required by the local PPSO.
- (10) Advise the destination PPSO by electrical transmission in advance of the RDD with the reason for delay and specify the date the shipment will be available for delivery in the event a shipment cannot be delivered by the RDD.

b. Transportation SFR WILL NOT INCLUDE:

- (1) Storage, waiting time, and/or handling charges (includes excess linehaul costs associated with movement of shipment, in bond, to the U.S Customs House nearest the ultimate consignee), caused by failure of the origin transportation officer to furnish acceptable custom documents or by refusal of customs officials to clear shipments. These charges will be billed at rates provided in this solicitation when performed by the

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carrier. When services are performed by a third party, billing will be at the actual cost charged to the carrier and must be supported by third party invoices. The billing will reference applicable rate schedules and/or tariffs when charges are assessed in accordance with such publications. Charges for excess linehaul costs, associated with movement in bond, are those expenses over the carrier's normal linehaul operating expenses. Such expenses will be supported by an invoice for the actual charges, along with a copy of the freight agreement or other supporting documentation, to justify the excess cost.

(2) Any Government or public authority ordered charges for disinfestation, decontamination, fumigation, demurrage or other charges occasioned by such orders not the fault of the carrier.

(3) Servicing of articles requiring service of third parties, when ordered or authorized in writing by the PPSO.

(4) Unpacking services, when requested and approved by the PPSO.

Item 434

Terms and Conditions for Code J Shipments

These terms and conditions apply specifically to the handling and ITGBL management of Code J UB shipments moving between overseas areas and CONUS.

a. ITGBL carriers participating in Code J service agree to:

(1) Comply with requirements and procedures of AMC in reporting, documenting and handling military shipments. This includes palletizing shipments, preparation of the Transportation Control Movement Document (TCMD), DD Form 1384, for each pallet or individual shipment, delivery of pallet loads or individual shipments to the AMC air terminal, and the receipt of pallet loads or individual shipments from CONUS or overseas AMC air terminal.

(2) Accept 100 percent of the Code J traffic tendered.

(3) Assume on a door-to-door basis, full responsibility for shipments and liability to the limits prescribed in Item 410, Limitation of Carrier Liability.

(4) Pick up cargo from AMC no later than one workday from time of notification and forward these shipments to their ultimate destination.

(5) Configure all Code J pallets for DC-8 or DC-10 aircraft.

Item 435

Tender of Delivery of Containerized Shipments - HHG

a. Carrier must notify PPSO of arrival of containerized shipment and provide first available delivery date within one workday after arrival at agent's facility.

b. If notification is before 12 noon, the PPSO will furnish delivery instruction or SIT control number by 5 p.m. on date of notification. Delivery must be on the day of notification or following workday, otherwise SIT number must be provided.

c. If notification is after 12 noon, the PPSO will furnish delivery instructions or SIT control number by 12 noon the following workday. Delivery must be within 2 workdays following notification of delivery, otherwise SIT number will be provided.

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(1) The PPSO will provide SIT control number or delivery instruction within 24 hours of time of notification.

(2) The SIT control number will be based on carrier's available delivery date, not the date of notification.

d. Waiting time will commence upon expiration of the time limits above.

Item 436

Tender of Delivery - UB

a. Carrier must notify the PPSO of arrival of a shipment within 1 working day after arrival at the agent's facility. Exception: Shipments weighing 250 pounds or less may be delivered direct and the PPSO notified within 48 hours of delivery.

b. If notification is before 12 noon, the PPSO will furnish delivery instructions or SIT control number by 5 p.m. on the date of notification. Delivery must be on the date of notification or the following workday, otherwise SIT control number must be provided. SIT will be effective on the date of notification.

c. If notification is after 12 noon, the PPSO will furnish delivery instructions or SIT control number by 12 noon the following workday. Delivery must be within 2 days following notification of arrival by carrier, otherwise SIT will be effective on the workday following carrier notification to PPSO.

Item 437

Special Provisions for Movement of Personal Property

When circumstance beyond the control of the carrier or Government prevent the carrier/agent from performing services under normal means, special provisions will be authorized to continue movement of property. Provisions will be added or amended, as required, in Chapter 5 of this Solicitation.

Item 438

Special Provisions of HHG Shipments Arriving/Departing Portugal (PO)

When shipments arrive or depart the country of Portugal (PO) in seavans containing HHG belonging to several owners, and the shipments are represented by two or more carrier agents, the seavan is unstuffed inside the Port Authority Complex and HHG is placed in a bonded warehouse pending clearance actions by custom broker. SFR will be increased and provisions added under Item 533.

Item 439

Use of Wardrobe Cartons

At the option of the service member, either upright or flat wardrobe cartons will be used in containerized international codes of service (Codes 3, 4, 5, 6, and T). If the member expresses no preference, the carrier may select the type of wardrobe used. Upright wardrobe cartons are defined as wardrobe cartons with metal hanging bars. Cartons will be of sufficient cubic volume so that packed clothes will hang freely. Items will not be packed on the bottom of the carton. SFR will apply.

Item 440

Partial Withdrawal from SIT

a. Items for withdrawal should be indicated at the time of packing, when possible.

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- b. Only complete cartons or item numbers on the inventory may be withdrawn. Individual cartons will not be opened.
- c. Inventory item numbers will be furnished by the member to the PPSO, who will, in turn, order the service.
- d. Certification of DD Form 619 by the PPSO is required.
- e. The member or any other person responsible for payment of the freight charges will have the right to be present at the carrier's facility during the sorting of the property. The carrier will deliver, or the member has the option to pick up, the property.
- f. Carrier is responsible for obtaining weight of portion withdrawn. See Item 531, for applicable charges.

Item 441

Sealing of Containers

All containerized HHG and UB external shipping containers will be sealed at the origin pickup point with accountable seals. Four seals are required for each HHG container. These seals will secure the access overlap door and side panels. Two seals, as a minimum, will be used on each UB external container and will secure the access overlap top and ends. If only two seals out of the four are used, the seals not used will be destroyed at the time of sealing or placed on the container. They cannot be used on another container or shipment. Seal numbers will be recorded on the inventory, either beside the container number or annotated by individual container number on the last page of the inventory.

Item 442 [MSG]

Miscellaneous Charge

Any authorized charge incurred by the carrier, which is not covered by any other designated service code and not performed by a third party service, will be billed as a miscellaneous charge. A description of the service is required.

Item 443

Certification of DD Form 619 in the Republic of the Philippines

- a. Air Force Shipments. DD Forms 619 must be sent to the following for certification:

Chief, Traffic Management Branch
ATTN: LGTRT
25 E Street, Suite I326
Hickam AFB, HI 96853-5427

- b. Navy Shipments. Certification of DD Form 619 for accessorial services may be accomplished by the service member or service member's designated agent, not the carrier's agent.

Item 444

Pickup at or Delivery to a Military Terminal

When notified that an entire shipment is available for pickup at a military terminal (air or water), the carrier will pick up the shipment as soon as possible, but not later than 1 workday for military air terminals

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and not later than 5 workdays for military water terminals from date of receipt of notification. If the shipment is not removed within that period, the terminal PPSO has the option of charging storage in accordance with the rate tender beginning on the second or sixth day (whichever is appropriate) and/or terminating the PPGBL and insuring a new PPGBL for onward movement by the same or different mode/method of transportation. Upon delivery of a shipment to a military air or ocean terminal, the carrier agrees to provide the terminal PPSO with a memorandum copy of the PPGBL describing the shipment.

Item 445 *General Average/Salvage*

On ocean shipments, in addition to its tariff/tender, the carrier assumes full liability for and will pay all contribution in general average or salvage assessed against personal property and will provide bonds or make arrangements for the prompt release of the shipments from any maritime lien arising therefrom.

Item 446 *Unloading and Unpacking at Destination*

Unloading at destination will include the one-time laying of rugs and one-time placement of furniture and like items in the appropriate room of the dwelling or a room designated by the member. All articles disassembled by the carrier or originating from NTS will be reassembled. On a one-time basis, all barrels, boxes, cartons, and/or crates will be unpacked, and the contents will be placed in a room designated by the member. This includes placement of articles in cabinets, cupboards, or on shelving in the kitchen when convenient and consistent with safety of the article(s) and in proximity of the area desired by the member; however, it does not include arranging the articles in a manner desired by the member. The unpacking service and removal of debris will be performed to the satisfaction of the member.

Item 447 *Claims for Additional Charges*

Claims for additional transportation or additional accessorial charges over and above those originally assessed by the carrier and paid for by the Government will be presented first to the disbursing office of the military agency which paid the original bill. The claims will contain a full explanation as to the reasons why they are being presented and state specifically the amount claimed. Disputes arising out of such undercharge claims or overcharge claims by the Government against the carrier, not otherwise settled to the satisfaction of either party, will be made the subject of correspondence directly between the carrier, and MTMC or GSA or both, or will be the subject of a discussion between the parties stated above within 60 days after either party makes such a request. The failure of the parties to reach an agreement or eliminate the dispute under the procedure will in no way preclude either party from subsequently exercising the legal and administrative remedies otherwise available, providing that no suit filed by the carrier will be prosecuted to trial before exhaustion of the administrative remedies described above.

Item 448 *Customer Satisfaction Surveys*

MTMC intends to begin surveying members at the completion of each of their moves. These Customer Satisfaction Surveys will determine members' satisfaction with carrier services at origin, destination, and their overall satisfaction with the carriers performance. MTMC will use the results of these surveys to determine a Performance Score for each carrier. Each carrier's Performance Score will be part of the future personal property program's traffic distribution methodology. While MTMC may begin surveying customers before the beginning of IW03, only those surveys conducted on shipments picked up on or after 1 October 2003 will be used in the future program. Carriers are reminded that TQAP requirements will remain in effect.

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Billing Instructions -- Household Goods/Unaccompanied Baggage

The following billing documents are required for all military services, including Coast Guard. These documents, when applicable, must accompany the carrier's payment request to the cognizant Defense Finance and Accounting Office:

1. Original "Public Voucher for Transportation Charges" (SF 1113)
2. Original GBL. Accomplished or supported by certification of liability as specified in Item 5 below
3. Original of scale weight ticket(s) prepared by weightmaster(s)
4. Original "Statement of Accessorial Services Performed" (DD Form 619) when charges are assessed for accessorial services, not including SIT
5. Certification of liability during SIT period until delivery to consignee when billing separately for charges from point of origin to point of storage
6. Copy of commercial ocean/air freight bill for shipments between points in CONUS and points outside of CONUS
7. "Justification Certificate for Use of a Foreign Flag Vessel or Aircraft" when American flag service is unavailable or necessity of the traveler's mission requires use of foreign flag
8. Original document authenticating diversions or reconsignment; prepared, signed, and provided by PPSO requesting and authorizing the action
9. "Certification of Ocean Freight Charges"
10. A copy of the "one-time-only" rate tender, if applicable

General Notes:

(1) The carrier may, at its option, prepare a certificate bearing a statement designating the warehouse agent of the linehaul carrier for SIT and delivery-out charges (and other applicable related charges) authorized by the GBL to which the certificate pertains. (GAO Policy and Procedures Manual for Guidance of Federal Agencies, paragraph 3075.20.)

(2) Applies only to shipments within CONUS and between CONUS and points outside CONUS. All DD Forms 619 submitted with SFs 1113 for payment will be fully completed with applicable entries except for the "Unit Price" and "Charge" columns. Completion of these two columns is optional with the carrier or its agent. If the carrier or agent completes these columns on the DD Form 619 submitted with the billings, the total of accessorial charges may be shown on the SF 1113 in lieu of itemization of individual unit prices or charges. When supplemental bill for SIT is presented by the linehaul carrier or agent, in addition to other documents, a legible memorandum copy of the GBL and a copy of the original linehaul voucher (SF 1113) will be included.