Defense Personal Property Program (DP3) Tender of Service (TOS)

Rules Governing the Handling of Domestic and International Personal Property Shipments for Department of Defense and the Coast Guard

United States Transportation Command
508 Scott Drive
Scott AFB, IL 62225

Effective: 15 May 2020
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<td>▪ b. Materials: Para. was given a header, was broken into 3 subparts (1-3), and removed the language on totes</td>
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<td>o 2. Personnel: Added paras (a, b, and c)</td>
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<td>- g. Firearms: Para 2</td>
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<td>- Figure B-2 Notification of Loss or Damage AT Delivery:</td>
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<td>o Changed 75 days to 180 days</td>
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<td>- Figure B-2 Notification of Loss or Damage AFTER Delivery:</td>
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<td>o Changed 75 days to 180 days</td>
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- **D. Certification:**
  - o 2. Effective Date information: Moved to pg. 5 under TOS (1)
  - o Terms and Conditions are (2)
  - o b. General Instructions and Administrative Directions: Removed (1) and merged with heading

- **Figure B.1 DD Form 619 – Statement of Accessorial Services Performed:** Removed and replaced with the Approved DD 619 (OPM No. 0704-0531) copy

- **2020 DP3 TOS, Change 1**
- **3 January 2020**
<table>
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<td><strong>- A. QUALIFICATIONS</strong></td>
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<td>Pg 7</td>
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<tr>
<td>o 1. Para b. TOS (2); Change “Chief” to “Director”</td>
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<td>Pg 11</td>
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<td>- B. MUTUAL AGREEMENTS/UNDERSTANDING</td>
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<td>o 12. Inconvenience claim:</td>
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<tr>
<td>▪ Para a; added “(i.e. to include short fuse shipments)”</td>
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<td>Was Pg. 12 moved to Pg 13</td>
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<td>▪ Para b; Removed 2nd sentence “Contact by the customer…”</td>
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<td>Pg 12</td>
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<td>▪ Para c. Reimbursement; (1-4) Rewritten removing lodging per diem and down to three paragraphs versus four.</td>
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<td>Pg 12-13</td>
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<td>▪ Para d. “Not Responsible for inconvenience claim If:” was moved to become para “g” and titled “I understand that I am not liable for an inconvenience claim payment if:”</td>
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<td>▪ Para e. SIT (1-3) Reworded into two paragraphs</td>
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<td>▪ Para f. Actual Expenses; Reworded with UB and out-of-pocket expenses added.</td>
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<td>- C. PERFORMANCE REQUIREMENTS</td>
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<td>o 1. Pickup and Delivery Dates: Part j. Pre-Move Survey;</td>
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<td>▪ Para j.(1) Added 2nd portion to sentence “either in residence, virtually (with customer’s consent; e.g. email or software consent) or telephonically.”</td>
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<td>▪ Para j.(2) Change, added “five (5) days from accepting shipment but NLT nine (9) days prior” and a second change to “nine (9) days prior” same paragraph.</td>
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<td>▪ Para j.(3) Entire paragraph on addressing short fuse Pre-Move Survey requirements removed as it was incorporated into para C.1.j.(1) &amp; (2).</td>
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<td>o 8. Documents Provided the PPSO/Aerial Port:</td>
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<td>▪ Para d; Added “Two-Dimensional Military Shipping Label (2DMSL)” requirement.</td>
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A. QUALIFICATIONS

1. General:
   a. Gender: The first person singular pronoun is used throughout this TOS and refers to a person, partnership, or corporation submitting such tender.
   b. TOS:
      (1) I understand this TOS, International Tender (IT), and Domestic Tariff (400NG) are binding for shipments with a pickup date of 15 May 2020 or later for applicable DP3 shipments I accept including shipments on Bill of Lading(s) BLs, or purchase orders, and will form a part of the conditions thereof.
      (2) I will submit to the Director, Defense Personal Property Program United States Transportation Command USTRANSCOM J9, the Electronic TOS Signature Sheet (ETOSSS) certifying I have read and understand the terms and conditions and agree to provide service as set forth in this TOS. I will retain the actual TOS for my files.
      (3) I understand submission of this ETOSSS, hereafter referred to as Tender, is a prerequisite to my consideration for Department of Defense (DoD) approval for the movement of personal property; it does not obligate the government in the distribution of traffic; and such submission indicates I consider myself to be qualified, willing, and able to accept shipments from military activities and seek such shipments under the terms set forth herein. Changes, additions, and deletions are effective upon receipt of notification unless specifically stated otherwise.
      (4) I agree to comply with all requirements of the DP3 Transportation Service Provider (TSP) Qualification Program as prescribed by USTRANSCOM J9.
      (5) I agree to maintain up-to-date documentation with the Department of Transportation and State requirements to operate as a motor carrier or freight forwarder. This includes the ETOSSS, Certificate of Independent Pricing (CIP) and Certificate of Responsibility (COR), and all additional required certifications.
   c. Unethical Acts: I agree the ETOSSS is signed with knowledge of the law that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully:
      (1) Falsifies, conceals, or covers up by any trick, scheme, or device, a material fact;
      (2) Makes any false, fictitious, or fraudulent statements, or representation; or
      (3) Makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry will be subject to the provisions of this Tender (to include punitive action) and the penalties prescribed in the criminal law of the United States (i.e., 18 U.S.C. § 1001, Statements or Entries Generally).
B. MUTUAL AGREEMENTS/UNDERSTANDINGS

1. **Service:** I will use established quality commercial practices to provide service In Accordance With (IAW) the provisions of this Tender. If requested by USTRANSCOM J9 or DoD quality assurance inspectors, I will provide operating procedures or established company standards as needed. USTRANSCOM J9 will protect such information as requested as some of the data or information may be deemed proprietary.

2. **Personnel:**
   a. I will ensure a background check is conducted, in accordance with industry standards and at my expense, on all personnel whose role involves interacting with a DoD customer.
   b. I will make employment records available to the DoD upon request, to the extent allowed by law. The DoD has the right to prevent certain employees from performing due to an unfavorable background check.
   c. I will ensure all persons interacting with DoD customers on and off base meet the specific requirements for local installation access as listed in DoD Manual 5200.08 (see https://www.esd.whs.mil).
   d. I will use only personnel qualified in their assigned duties in the handling of personal property. Company representatives must present a clean, professional appearance.
   e. I will ensure at least one English-speaking representative is available at all times when performing packing, loading and delivery services.
   f. I understand smoking (including e-cigarettes) will not be allowed in the customer’s residence, or within 50 feet of the customer’s personal property.
   g. I will not use prison labor, and/or if any of my personnel appear to be under the influence of alcohol or drugs, be in possession of firearms or drugs or uses abusive language during the handling of DoD customer’s property, I will replace said individual(s) immediately with other qualified personnel.

3. **Through Responsibility:**
   a. I understand all shipments tendered to me must be moved under my responsibility from origin to destination.
   b. I agree that if through my fault, or the fault of my agent, if I ship the wrong property or all or a portion of a shipment is sent to the wrong destination, I will be responsible for the return of the erroneous shipment and movement of the correct property to the customer’s destination at my expense. Movement must be expedited when the customer is in need of the property as ordered by the Personal Property Shipping Office (PPSO).
   c. I understand I am not liable for movement costs for shipments released in error by a contractor, PPSO, owner, or owner’s representative.
   d. I understand if I am unable to perform in such a manner as to complete the through movement of a shipment in a timely manner, the government may take
possession of the property and complete the movement. I understand I am liable for all additional costs incurred by the government in excess to those costs that would have been incurred by me if I had maintained total through movement of the shipment.

4. **Reports:** I agree to provide reports to USTRANSCOM J9 as required and upon request.

5. **Pickup at or Delivery to a Military Terminal:**
   a. I understand when I have been notified an entire shipment is available for pickup at a military terminal (air or surface), I must pick up the shipment as soon as possible, but not later than (NLT) one (1) Government Business Day (GBD) for military air terminals and NLT five (5) GBDs for military water terminals from the date of receipt of notification.
   
b. Upon delivery of a shipment to a military air or ocean terminal, I agree to provide the terminal with a memorandum copy of the Bill of Lading (BL) describing the shipment.

6. **Use of a DoD-Approved Alternate TSP:**
   a. I understand USTRANSCOM J9 publishes a list of approved TSPs and a list of TSPs that have been disqualified or revoked. TSPs appearing on the disqualified or revoked lists are not to be used by other approved TSPs. I understand the use of aforementioned TSPs may result in punitive action against me (see DTR Part IV, Chapter 405, Quality Assurance, of this regulation).
   
b. I understand and accept that the performance of an alternate TSP I chose to use will be reflected in my Performance Score.

7. **Tracing Shipments:** I will trace shipments upon request from a PPSO or the customer and agree to acknowledge such a request and notify the requester as to the location of the shipment within one (1) GBD from the initial request domestically and within 72 hours (three (3) GBDs) for international shipments.

8. **Storage in Transit (SIT):** I understand SIT at origin and/or destination must be in a DoD approved storage facility and may be approved based on the customer’s ability to accept delivery. I will refer to the DTR, Part IV, Chapter 402, Shipment Management Business Rules, IT and 400NG for further details.

9. **Weighing of Shipments:**
   a. I will weigh all shipments IAW the IT and 400NG and enter the shipment weight in Defense Personal Property System (DPS), within four (4) GBDs after shipment pickup date or prior to the shipment arrival, whichever is earlier, to allow the customer or PPSO the opportunity to request a reweigh. I will also provide the weight tickets to the origin PPSO within seven (7) GBDs after shipment pickup.

   (1) Weighing of Professional Books, Papers, and Equipment (PBP&E):
   
   (a) When PBP&E (also known as Military (M-PRO) or Spouse (S-PRO)), are included as part of the shipment, the weight of such articles will be annotated separately on the inventory; weight may be obtained using
bathroom or certified platform-type or warehouse scales.

(b) In the event scales are not readily available, a constructive weight of seven (7) pounds per cubic foot may be used for PBP&E and the symbol will be inserted by the TSP/agent after the weight to indicate a constructed weight was used.

(2) Reweighing:

(a) I agree to reweigh a shipment upon request of the customer, origin/destination PPSO or when customer’s shipment has exceeded their authorized weight entitlement, or when weights exceed any of the unaccompanied baggage or household goods limits as detailed in the 400NG and IT. The reweigh will occur prior to placement into SIT or delivery (only when applicable).

(b) Upon request of the PPSO or customer to witness the reweigh, the TSP must provide reweigh date/time to give a reasonable opportunity for the interested parties to be present at the weighing.

(c) 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 update DPS by entering the lesser weight(s) prior to invoicing or within four (4) GBDs of reweighing, whichever is earlier, and to invoice the government on the lower of the two net or gross weights. I will also provide the weight tickets to the origin PPSO within seven (7) GBDs after shipment pickup.

(d) In the event the reweigh is not performed prior to initial invoicing, I will submit a supplemental invoice to refund any reduced charges based upon the new weight obtained.

b. Lost Certified Weight Tickets:

(1) When certified weight tickets are lost and otherwise unobtainable, I must request PPSO approval to utilize a constructed weight to be paid for services rendered.

(2) Any request for payment based on a constructed weight must be in writing and contain a detailed description with all related documentation of the circumstances surrounding the loss of the weight tickets, to include all efforts to obtain certified true-copies.

(3) The TSP is required to submit a legible inventory, signed by the customer or designated representative of all items packed and transported at government’s expense. Upon PPSO approval, a constructed weight of seven (7) pounds per cubic foot per inventory line item will be utilized to determine applicable shipment charges. Upon PPSO approval, a constructed weight of seven (7) pounds per cubic foot per inventory line item will be utilized to determine applicable shipment charges. TSP must use the Weight Estimator located on the Move.mil page under Tools and Resources, Weight Estimator to obtain the cubed weight for items. For all items not covered in the Weight
Estimator, the cube will be converted to a weight basis using seven (7) pounds per cubic foot including Professional Books, Paper, and Equipment (PBP&E).

10. **Removal of Property from Facilities Disapproved by the PPSO**: When my facilities or the facilities of my SIT warehouse are disqualified from further use, and it is considered necessary by the PPSO to remove the personal property to prevent damage or contamination, I will immediately move the property to another DoD-approved warehouse. The costs of such removal will be at no expense to the government or the customer.

11. **Loss or Damage**:
   a. I will exercise care to prevent loss or damage of personal property in the process of packing and unpacking and will properly and amply protect personal property in my possession.
   b. I agree to follow all provisions outlined in the DP3 Claims and Liability Business Rules.
   c. If a claim is not settled within the 60-day period, I will, at that time and at the expiration of each succeeding 30-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for delay in making final disposition. I will request an extension from the claimant in writing.
   d. I will ensure the DPS is updated with final action taken, including date and total amount of the settlement.
   e. I acknowledge that I am responsible for real property damage. I will advise the customer they must notify the responsible TSP within five (5) GBDs of the damage and provide contact information. The customer may request a claim and seek recovery/restitution directly from the responsible TSP. The TSP must allow the customer to file a claim for any damages to Real Property with the TSP.

12. **Inconvenience Claim**:
   a. I hereby reaffirm it is my responsibility to pick up on the agreed date and deliver shipments on or before the Required Delivery Date (RDD) as reflected on the BL, (i.e. to include short fuse shipments) and to meet the agreed upon delivery date out of SIT. When I am unable to meet these requirements, I must advise the customer on an inconvenience claim payment prior to the missed pickup, RDD or agreed upon delivery out of SIT as listed below.
   b. I agree to acknowledge an inconvenience claim from a customer or a PPSO within five (5) GBDs from the date of contact.
   c. **Reimbursement**:
      (1) I agree to reimburse the customer within 30 days from contact. The amount applicable at pickup or the delivery location as annotated on the bill of lading is found using the government per diem rate for meals and incidental expenses (excluding lodging) at (https://www.defensetravel.dod.mil/site/perdiemCalc.cfm). I will
compensate the customer for all days that result from my failure to pick up on the agreed dates and/or deliver on or before the RDD as stated on the BL or correction notice thereof, when the customer is available for delivery. The payment will include the full meals and incidental expense rates for the affected location of the DoD customer only at 100%. The maximum amount due as part of an inconvenience claim payment without receipts is limited to seven (7) days.

(2) Unaccompanied Baggage (UB): Inconvenience claims for UB shipments will be solely based on actual expenses incurred, and will follow the processes outlined in para 12.f.

(3) Disputed claim: I will make every effort to resolve any disputes with the customer. In the event I am unable to resolve the dispute, I will contact the origin PPSO (for missed pickup) or destination PPSO (for delivery) for resolution. Should I disagree with the PPSO resolution, I may appeal the case to USTRANSCOM J9 within 10 calendar days of notification from the responsible PPSO. I understand the decision of USTRANSCOM J9 is final and the claim must be settled within 10 days from the date of the final decision. Appeals shall be sent to transcom.scott.tcj5j4.mbx.pp-claims@mail.mil. Reference para 12.f for details on expenses beyond the per diem amount.

d. Missed Pickup/Required Delivery Date (RDD):

(1) For a missed pickup, charges will be computed from the first day of the missed pickup as specified on the BL and will be payable through the actual pickup date not to exceed seven (7) days.

(2) For failure to deliver on or before the RDD, charges will be computed starting on the first day after the RDD as specified on the BL, and will be payable through the date of actual delivery of the shipment not to exceed seven (7) days.

e. SIT:

(1) I am responsible for an inconvenience claim payment when a shipment goes into SIT if the shipment was placed into SIT without notifying the customer.

(2) I am responsible an inconvenience claim payment when a shipment is placed into SIT when I am not able to deliver out within five (5) GBDs (within ten (10) GBDs for shipments with a requested delivery date, between 15 June through 15 August) of the customers requested delivery.

f. Actual expenses: The following guidelines apply to 1) UB shipments and 2) instances where a customer claims actual out-of-pocket expenses that exceed payments of the meals and incidental per diem:

(1) Actual out-of-pocket expenses are expenses incurred by a customer and their dependents because they are not able to use necessary items in their shipment to establish their household.

(2) Actual out-of-pocket expenses that may be reimbursed when establishing a household (e.g. customer is staying in their residence) include, but are not
limited to, laundry service, furniture and/or appliance rental (to include rental of a television) air mattresses, towels, linens, pillows, and necessary kitchen items; such as pots, pans, dishes, paper plates, plastic ware. Lodging may be approved by TSP on a case-by-case basis. The customer should not claim additional expenses for meals or groceries unless the customer is in lodging.

(3) Customers are required to document the claim fully with an itemized list of charges and accompanying receipts for charges incurred.

(4) A request for reimbursement of alcoholic beverages is prohibited.

(5) If I make an inconvenience claim payment for durable household items such as towels, pots, and pans, etc., I may arrange to reclaim those items upon delivery of the customer’s shipment.

g. I understand that I am not liable for an inconvenience claim payment if:

   (1) A delay was solely caused by natural disasters; acts of the public enemy; acts of the Government; acts of the public authority; violent strikes; mob interference; or delays of Code J or Code T shipments that were caused by the Government and my negligence did not contribute to the delay.

   (2) The customer, or their designated representative, is not available for delivery on TSPs First Available Delivery Date (FADD), as long as the FADD is before RDD.

   (3) The delayed shipment is comprised entirely of alcohol.

   (4) The shipment went into SIT except as identified in 12e above.

h. Report: I will provide a monthly report to USTC J9 detailing inconvenience claim payments, by BL, to transcom.scott.tcj5j4.mbx.pp-ops@mail.mil.

13. **Statement of Accessorial Services Performed:**

   a. My representative will prepare a DD Form 619, Statement of Accessorial Services Performed, Figure B-1, itemizing accessorial services performed and will obtain the customer or customer’s representative signature to support services performed.

   b. Any third party service performed must include a paid invoice supporting the type of service performed.

   c. All accessorial services must be requested and pre-approved by the PPSO in DPS before service is rendered.

14. **Shipment Inspection by PPSOs:**

   My services and manner of handling personal property are subject to inspection and acceptance by the PPSO or PPSO’s authorized representative.

15. **Billing Procedures:**

   For services rendered, I agree to bill the Service/Agency finance office responsible for payment of the transportation charges IAW procedures disseminated by USTRANSCOM J9 or other Services.
16. **International Shipments:**
   a. I understand, if I am unable to use a vessel or aircraft of United States (U.S.) registry, I must certify the use of foreign flag vessel/aircraft prior to start of the movement as indicated in the IT. Upon request, I will furnish a copy of the certification during invoicing.
   b. TSPs and their associated port agents, overseas general agents, and/or other responsible parties must ensure that the customer’s Social Security Number (SSN), the customer’s rank/grade, the words “DoD Personal Property, DoD Shipment or Military Shipment,” or the BL number is not utilized (entered) in the “Marks and Numbers,” “Description of Goods,” or any other fields in the Automated Manifest System (AMS) or the Automated Commercial Environment (ACE). This ensures compliance with Homeland Security Customs and Border Protection guidance for safeguarding Personally Identifiable Information (PII). I understand that my failure to do so is a violation of this Tender.

17. **Unusual Occurrences:** (Strikes, Port Congestion, Fires, Pilferage/theft, Vandalism, and Similar Incidents): In the event of incidents of major significance producing significant loss, damage or delay resulting from strikes, port congestion, fires, pilferage, vandalism, and similar incidents, I will notify the origin and destination PPSO and USTRANSCOM J9 IAW DTR Part IV, Chapter 410.

C. **PERFORMANCE REQUIREMENTS**

1. **Pickup and Delivery Dates:**
   a. 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 BL.
   b. Shipments will not be scheduled by PPSO or me for pickup or delivery on Saturdays, Sundays, U.S. holidays, or foreign national holidays unless there is a mutual agreement between the customer, PPSO, and the TSP.
   c. I will ensure my offices are staffed at all times with personnel reasonably available to respond to government or customer inquiries during normal working hours of 0800-1700.
   d. I will maintain a customer support capability for issues pertaining to a customer’s move from 0800-1700 and ensure that the customer or government receives a response to a voicemail or call within the same business day and that wait times do not exceed 30 minutes.
   e. I agree to assign, during initial communication with each customer, a single POC responsible for coordination and communication throughout all phases of the move. The POC’s contact information shall be maintained throughout the entire shipment process and until all associated actions are final.
   f. For ease of understanding all documentation/communication with the DoD customer must reflect the clear name of the TSP on the Bill of Lading.
   g. I will not begin pickup or delivery at the customer’s residence before 0800 hours or after 1700 hours without prior approval of the customer.
   h. I agree to provide information on the afternoon preceding the scheduled pack,
pickup or delivery dates as to whether the service will be performed in the morning (0800 to 1200) or in the afternoon (1200 to 1700) of the following day.

i. I further agree I must not begin any service that will not allow completion by 2100 hours without prior approval of the customer.

j. Pre-Move Survey:

(1) I agree to perform pre-move survey on all shipments, either in residence, virtually (with customer’s consent; e.g. email or software consent) or telephonically.

(2) I will conduct a pre-move survey (electronic or physical) and provide the government and customer weight estimates on all shipments five (5) days from accepting shipment but NLT nine (9) days prior to the first scheduled pack/pickup date, whichever is later. For shipments ordered less than nine (9) days prior to first scheduled pack/pickup date, weight estimates must be provided NLT three (3) days prior to first scheduled pack/pickup date. For shipments ordered less than three (3) days prior to the first scheduled pack/pickup date, weight estimates must be provided NLT one (1) day prior to first scheduled pack/pickup date.

(3) I agree to make initial contact with the customer within three (3) GBDs of shipment award date to provide the customer with contact and pre-move information, including on shipments originating from non-temporary storage (NTS).

(4) Subject to the customer’s availability, I agree to complete the pre-move survey and update DPS with pre-move survey data (estimated weight, agreed upon pack/pickup dates, and delivery date information) as soon as possible but NLT three (3) GBDs prior to the pickup date (NLT one (1) GBD prior for short fuse shipments).

(5) I agree to contact local quality assurance immediately upon discovering any concerns with the condition of the customer’s residence during the pre-move survey.

k. Shipment Arrival/Delivery/Delays:

(1) I agree to remain in contact with the customer to ascertain if delivery is possible and upon arrival at destination. I agree to record the arrival and/or delivery in DPS and to notify and coordinate delivery of the HHG with the customer. If I am unable to contact the customer during the allowable time as outlined in the applicable 400NG and/or IT, or in the event the delivery cannot be accomplished, I agree to submit a request for storage approval via DPS.

(2) I agree that I will notify the customer of shipment in-transit visibility information upon the arrival or departure of the property from any in-transit facility, storage facility, port of embarkation, port of debarkation or change in estimated arrival. This notification will include the status, location and updated estimated date of arrival at destination. This notification will occur
within one business day of the arrival, departure or change in estimated arrival at destination.

(3) I will provide customer 24-hour notice for delivery, and cannot deliver a customer’s personal property to SIT without customer approval unless two (2) documented unsuccessful attempts to contact the customer are made four (4) hours apart. I must ensure all dates are correct and updates made in system within 24-hours.

(4) When I know for any reason it will be impossible for me to meet the scheduled pickup date or to have the shipment at destination on or before the RDD, I agree to notify the customer at the earliest practicable time, advising them of the new pickup date or the estimated arrival date and inconvenience claim guidance. In addition, I agree to update DPS with the following prior to the missed pickup date and/or before expiration of the RDD:

(a) New scheduled pickup date

(b) For missed RDDs
   1. Last known location of the shipment
   2. Cause for delay and new ETA

2. **Preparation of Articles:**
   a. I understand all articles having surfaces liable to damage by scratching, marring, soiling, or chafing must be wrapped at time of loading at residence in textile or paper furniture pads, covers (other than burlap), or other acceptable wrapping materials.

   b. Items of unusual nature such as, but not limited to, wall units, water beds, grandfather clocks, hot tubs, pool tables, pipe organs, wall-mounted or flat-panel TVs, and satellite dishes which may require special service by a third party require PPSO pre-approval (see 400NG or IT). I may refuse waterbeds not properly drained and other items not prepared by the customer as required in the It’s Your Move pamphlets in Appendix K of the DTR Part IV.

   c. I agree to disassemble at the point of origin all the items of personal property that, in my judgment, require disassembly to ensure safe transport and delivery at the destination, except items that are outdoors, such as swing sets, other playground equipment, television and radio antennas, and similar articles. I also agree to utilize the services of reputable professionals with a proven record of satisfactory performance.

   d. All nuts, bolts, screws, small hardware, and other fasteners removed from articles for shipment must be properly affixed/packaged to allow for reassembly at destination. If packaged separately, items must be properly inventoried and cross-referenced to the associated inventory item in which the hardware belongs (i.e., “Nuts, bolts, screws for Inventory #55 - Baby Crib”).

3. **Packing Requirements:**
   a. Packing:
(1) I understand I am liable and responsible for all packing.

(2) I have the responsibility to inspect all pre-packed goods to ascertain the contents, condition of the contents, and only articles not otherwise prohibited by the Tariff/Tender are contained in the shipment.

(3) When I determine goods require repacking, such packing must be performed by me. I agree to use quality commercial practices in selecting packing materials, and agree to use containers that meet military specifications when required.

b. Materials:

(1) I understand all materials must be new or in sound condition and new material must be used for mattresses, box springs, linens, bedding, and clothing.

(2) When allowed and if material is not new, all markings pertaining to any previous shipment must be completely obliterated. Cartons lacking a manufacturer’s certification are not authorized.

(3) Egg, fruit and vegetable crates, and similar types of containers shall not be used.

4. Manner of Packing:

a. All packing must be performed in a manner requiring the least cubic measurement, producing packages that must withstand normal movement and at a minimum of weight.

b. At the customer’s request, articles may be packed in original containers when furnished by the customer, provided the containers are considered in good condition for shipping purposes.

c. Linens, Clothing, Draperies, and Lightweight Items. I understand small, lightweight, unbreakable items (e.g., clothing items, linens and items normally kept in drawers) may remain in drawers instead of being removed and packed. When not considered as safe for carriage in drawers, chests, dressers, trunks, these and similar items must be packed separately. Clothing normally on hangers in closets and draperies must be packed in wardrobe cartons subject to the following:

(1) Upright wardrobes will be used for Code D shipments.

(2) Flat wardrobes will be used for all containerized shipments, except when upright wardrobes are requested by the customer.

(3) Hangers will be removed from clothing packed in flat wardrobes.

(4) For final line-haul delivery out of NTS, the wardrobe used for storage is acceptable and no transfer is necessary.

d. These articles must be wrapped and packaged in a crate or fiberboard carton:

(1) Mirrors, Pictures, and Paintings (Glass-Faced or Other Than Glass Faced Paintings),

(2) Glass or Stone Table Tops, and Similar Fragile Articles Requiring Crating or
Similar Protection.

e. I understand, prior to performing accessorial crating services I must obtain authorization from the PPSO. I further understand that internal crating authorization is not permitted for shipments moving internationally when packing and crating services are included in the transportation single factor rate.

f. Rugs and rug pads must be properly rolled, (not folded) for shipment and must not be folded or bent to an extent causing damage to the rug.

g. Firearms:
   (1) Will be removed from safes and packaged separately and inventoried IAW paragraph C.5 below.
   (2) I am responsible to comply with appropriate local, state and country laws in the transport of firearms, including applicable interstate and international transport requirements.
   (3) I will ensure that my agents pack firearms and not place conspicuous page markings indicating firearms or label cartons with firearms, and I will comply with firearm packing and labeling requirements outlined in the IT.

h. Books shall be placed in cartons or boxes. All books of similar size shall be packed vertically together in rows. Padding shall be inserted between rows and packed tightly to fill out the carton or box and to prevent chafing. Books normally shall be packed in a 1.5 cubic foot carton and not more than two rows high.

5. **Inventory:**

a. I agree to:

   (1) Prepare an accurate, legible HHG Descriptive Inventory and that electronic inventories that provide equal or better information are acceptable.
   
   (2) Provide the customer a copy prior to the driver leaving the residence with the property.
   
   (3) I must also provide the customer or customer’s representative with the opportunity to identify in writing high-risk or high-value items or the optional use of a high-risk or high-value inventory.
   
   (4) For electronic inventories, I will specifically ensure the following occur:

      (a) TSP who elect to use automated inventory software must ensure that the listing of each item must meet or exceed the inventory requirements currently contained in the DTR.
      
      (b) Customer must be able to thoroughly review inventory contents, including all comments, conditions, and annotate exceptions prior to signature.
      
      (c) TSP must obtain customers electronic signature separately on each individual page.
(d) Inventory must not be editable once signed and provided to customer.

(e) TSP must provide the customer the electronic copy prior to departing the residence with the property.

(f) Customer and PPSO must be able to view, including all comments, conditions, exceptions, and signature in any subsequent email version.

(5) Use care in listing of articles as specifically as possible to include make, model, color, and serial number when visible on the outside of the article.

(6) Identify cartons by type and cube with an indication of general contents (e.g., Book CTN, 1.5 cubic ft., linens, pots, and pans) and will not use words such as “household goods/personal property” or other general descriptive terms in the preparation of the inventory.

(7) Ensure that my representative will use diligence to record any unusual conditions and ensure the inventory reflects the true condition of the property, and ensure the customer is aware prior to signing. The “Exception Symbols” and “Location Symbols,” as shown on the inventory must be used to describe the conditions accurately. The omission of these symbols will indicate good condition except for normal wear.

(8) Ensure that the customer has the opportunity to review the inventory contents, including conditions, and annotate exceptions on the inventory.

(9) Professional Books, Papers, and Equipment (PBP&E) & Consumables:
(a) Ensure that the term “M-PRO” is used to identify a military member’s PBP&E and the term “S-PRO” is used to identify a military spouse’s PBP&E on the inventory.

(b) PBP&E must be segregated between the military member’s PBP&E and spouse PBP&E, placed in separate cartons, marked, weighed and inventoried separately.

(c) Use of the term “consumables” will be used on the inventory when shipment of consumables is authorized for movement on a BL.

(d) All PBP&E and/or consumable items will be identified as such on the inventory, together with the cube or weight of the container; a line entry item for each container (e.g., carton M-PRO/S-PRO, 6 cubic ft., 50 lbs).

(e) The total weight of the PBP&E must be entered into DPS. When it is impossible or impractical to weigh the PBP&E or consumables, a constructive weight, based on seven (7) pounds per cubic foot, will be used.

(10) Annotate each privately owned firearm on the inventory by make, model, caliber or gauge, and serial number.

(11) I agree for shipments moving in door-to-door container service, if the customer or PPSO permits me to partially containerize the shipment at the warehouse, each item removed from the residence must be annotated on the inventory as Containerized at Warehouse (CW).
(12) I must use the same inventory prepared at origin to verify delivery at destination.

(13) I must identify personal property by affixing a tag or tape to each article (not applicable to individual items in packing containers). Each shipment must be separately identified by lot and each article must be assigned a number that must correspond with the item number shown on the inventory form. The type of identification used and the method of affixing it to the article must be such as not to damage any article so identified.

(14) I agree to identify items disassembled or serviced by my company at origin and record such items on the HHGs Descriptive Inventory. In addition, if the customer disassembles/services an item, I will annotate the inventory accordingly.

(15) I must only use the term “miscellaneous” or its abbreviation “misc.” to describe the contents of containers when the total items in a container are too numerous to list on the carton or inventory line item and then only if the room or area from which they are packed is identified (e.g., “misc.-youths room”). If such a description is used, I agree not to contest a claim for missing items related to the nature of such cartons.

(16) I must annotate all electronics (e.g., stereo equipment, computers, and televisions) on the inventory with make, model, and serial number when they are visible on the outside of the item.

(17) Use of bingo cards/check off sheets at delivery. I agree that I may use bingo cards/check off sheets as internal company documents only. However, a signed bingo card/check off sheets does not indicate proof of delivery and lost, missing or damaged items will still be indicated on the appropriate loss/damage forms.

6. **Overflow Shipments:** If it is necessary to split a shipment for line-haul movement, the established RDD applies to all parts of the shipment. I must prepare a separate inventory for the overflow portion of a shipment or clearly identify which items were split and provide a copy to the customer at time of pickup.

7. **Containers:**
   a. I agree to use industry commercial practices in selecting containers to safeguard movement of personal property and I agree to use containers that meet or exceed military specifications when required (Reference Surface Deployment Distribution Command (SDDC) Pamphlet 55-12).
   b. I agree that all shipments that require containerization based on the awarded code of service must be packed, placed in liftvans and closed at the customer’s residence unless containerization at the warehouse is authorized by the customer or servicing PPSO. In such cases, items removed from the residence without containerization must be annotated on the inventory as Containerized at Warehouse (CW).
c. Containers must be free from holes or other conditions that could permit the entry of water and to ensure covers, when closed, fit tightly and securely.

d. All wooden containers and commercially designed containers that are not of a weatherproof nature must be properly protected from the elements when inclement weather conditions exist.

e. I understand that TSP-owned/leased commercially designed shipping containers are authorized provided they meet or exceed ASTM-D6251.

f. For all containerized shipments entering the Defense Transportation System (DTS) through a DoD operated aerial or seaport, I agree to complete a 2 Dimensional Military Shipping Label (2DMSL) and documentation requirements as listed in the IT:

   **NOTE:** SSN must not be on the container unless it is part of the TCN. Failure to comply is a violation and action will be taken by the PPSO.

g. Container Marking/Labeling for Non-DTS Shipments:

   (1) I agree to stencil or label Codes 4, 6, 7, and 8 shipment containers. Individual shipment markings must be stenciled or labeled on two surfaces (one side and one end panel) of each container.

   (2) Place the following data on each stencil or label.

      (a) FROM and TO: Name of Origin and Destination PPSO
      (b) BL: Bill of Lading Number
      (c) RDD: Required Delivery Date (Julian Date)
      (d) TSP: TSP Standard Carrier Alpha Code (SCAC) code
      (e) For: Customer’s last name, first name.

   (3) Old markings must be permanently obliterated. One copy of the customer’s order must be placed in each container used to ship UB.

8. **Documents Provided the PPSO/Aerial Port**:

   a. I understand I must provide the following documentation to the PPSO NLT seven (7) GBDs after the pickup date and maintain original/copies of all supporting documents for audit and dispute purposes.

   b. NLT seven (7) GBDs after the pickup date, I must furnish the origin PPSO supporting shipment documentation as follows: Weighted BL (Gross/Tare/Net/Pro Gear Weights), Weight Tickets, DD Form 619, Inventories, Third Party Invoices

   c. Weight tickets must be legible and contain required information as outlined in the applicable 400NG and/or IT. If the shipment is to be delivered prior to the submission of the aforementioned documents, the origin or destination PPSO must be advised of the weight via DPS and/or telephone to allow for a reweigh request prior to delivery.

   d. I will ensure the port agent/delivering entity provides a copy of the BL,
transportation control movement document, and 2DMSL in connection with delivery of shipment(s) to the aerial port.

9. **Documents Provided the Customer:**
   a. At the time of pickup, I must furnish the customer or the customer’s representative either in hardcopy or electronic delivery of documents:
      1. BL
      2. HHGs Descriptive Inventory and a copy of the High Value Household Goods Inventory (if used)
      3. One legible copy of DD Form 619 (if applicable)
   b. At the time of delivery, I must furnish the customer or the customer’s representative:
      1. One legible copy of DD Form 619 (if applicable)
      2. For shipments originating from NTS, I must furnish the customer or their representative a legible copy of the Household Goods Descriptive Inventory
      3. One copy of the DoD DP3 Notification of Loss or Damage AT DELIVERY, Figure B-2, and the DoD DP3, Notification of Loss or Damage AFTER DELIVERY, Figure B-3, documents. I must ensure all listed loss/damage is identified on the document, as applicable.

10. **SIT:**
    a. In addition to the packing requirements contained in this tender for preparing personal property for transportation, when a shipment is placed in SIT, I agree to use a DoD-approved storage facility that must comply with the following storage requirements:
       1. Storage: When a shipment is placed into SIT, the warehouseman will have until the close of business of the third (3) GBD following the date the SIT is approved to complete the handling-in services. Personal property must be stored IAW the requirements listed under “Storage Area” in the Storage Management Office Tender of Service, Paragraph C-6.c.
       2. Shipping Containers: The contents of containerized shipments must not be removed from containers when placed in SIT.
       3. Identification: All lots of loose Domestic HHGs must be properly identified. Proper identification must consist of customer’s name, BL number, and SIT control number. Such identification must be in plain view on each lot.
          Containerized HHG (Codes D, 2, 4, 6, and T) and UB (Codes 7, 8, and J) are exempt from this requirement provided containers are marked IAW Paragraph C.7.b.
       4. Rugs and Carpets: Rugs and carpets must be stored on racks in a horizontal position (rolled up in tubes) without folding any portion of the rug, carpet, or padding.
    b. Upholstered or Overstuffed Furniture:
(1) Items stored loose on racks must be placed in an upright (normal) position and covered or protected against dust. No boxes, cartons, or other items may be placed upon this type furniture.

(2) When items are placed in individual storage rooms or when containers are employed for warehouse storage, they will have protection, padding, blocking, and bracing to preclude damage from any pressure against the upholstery, including pressure from its own weight as well as from conditions external to the container. The use of shrink/stretch-wrap is allowed but not required.

11. Unloading and Unpacking at Destination:
   a. I understand unloading at destination includes the one-time laying of rugs and the one-time placement of furniture and like items in a room or dwelling designated by the customer or their representative.
   b. All articles disassembled by the TSP or originating from NTS must be reassembled.
   c. On a one-time basis, all barrels, boxes, cartons, and/or crates must be unpacked (upon request) and the contents placed in a room designated by the customer. This includes the placement of articles in cabinets, cupboards, or on shelving in the kitchen and consistent with safety of the article(s) and proximity of the area desired by the customer, but does not include arranging the articles in a manner desired by the customer.
   d. The unpacking service and removal of debris must be performed to the customer’s satisfaction at the time the goods are delivered.
   e. On the day of delivery and/or unpacking, I must remove from the customer’s premises all of my unused, empty containers, packing materials and other debris accumulated incident to packing/unpacking and loading/unloading.
   f. I will return to residence to perform debris removal if ordered IAW with the IT Item 506 and the 400NG Item 105.

12. Recording Loss And Damage:
   a. I will record loss/damage revealed while unloading and/or unpacking. Such record will be indicated on the DP3 Notification of Loss or Damage AT DELIVERY (jointly signed by my representative and the customer or the customer’s authorized agent), Figure B-2, and the DP3 Notification of Loss or Damage AFTER DELIVERY, Figure B-3, documents, as applicable.
   b. One copy will be furnished to the customer or the customer’s representative.
   c. In case of missing items, tracer action will be initiated immediately and the customer will be advised in writing of the results within 30 days from the date of delivery of the shipment. Every effort will be made to locate missing articles/items before recommending the submission of a claim by the customer.
   d. I agree, provided claims action has not been initiated, to forward to the customer by expedited means located missing articles/items at no additional cost to the
government or the customer. See claims business rules for complete claims guidance.

13. **Quality Control Program:** I agree to establish within my company a quality control system to provide total visibility of all facets of the program and ensure the service provided is equal to or greater than the standards of service established by TCJ9. This system will include, but not be limited to, specific subsystems for the functions of traffic management (routing, tracing, and billing), packaging, employee training and supervision, and agent supervision. Upon request, I must provide USTRANSCOM J9 detailed descriptions of this quality control system.

**D. CERTIFICATION**

1. **Violations:** Any substantial violation of this Tender, or failure to perform IAW the DTR Part IV, DP3 Business rules, the International Tariff and Domestic Tender, and/or other legal requirements, may be used as the basis for punitive action by a PPSO or TCJ9.

2. **Terms and Conditions:**
   a. It is mutually agreed and understood between the U.S. Government and TSPs (motor carriers and freight forwarders), who are parties to the BL that:
      
      
      (2) Except as provided in 41 CFR 101 or as otherwise stated hereon, the BL is also subject to the same rules and conditions as govern commercial shipments made on the usual forms provided therefore by the TSP.
      
      (3) All parties to the BL (TSPs, freight forwarders, or their representative), recognize that this shipment is made under the auspices of the U.S. Government, agree to forego any liens that may arise from any cause whatsoever and not to detain or impound this shipment made on the usual forms provided therefore by the TSP.
      
      (4) The TSP will in no way demand prepayment of charges, nor make any collection of charges, nor attempt to collect any payments from the customer.
      
      (5) Interest will accrue from the voucher payment date on overcharges made hereunder and paid at the same rate in effect on that date as published by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982.
   
   b. General instructions and administrative directions: Continuation sheets of the prescribed must be used and attached hereto when space under “Description of Shipment” on the face of the BL is inadequate.
   
   c. All accessorial or special services must be requested and approved in DPS prior to performance of service or use of special service.
Figure B-1. DD Form 619 – Statement of Accessorial Services Performed
DEFENSE PERSONAL PROPERTY PROGRAM (DP3)

NOTIFICATION OF LOSS OR DAMAGE AT DELIVERY

COMPLETED BY TSP:

NAME OF OWNER

RANK/GRADE

BRANCH OF SERVICE

WEIGHT

BL. NO. TSP REFERENCE NO. SCAC PICK UP DATE

IS THIS A PARTIAL DELIVERY (Y or N)?

PURPOSE AND GENERAL INSTRUCTIONS:

- To provide the Transportation Service Provider (TSP) notice of loss or damage discovered AT the time of delivery.
- The customer (or their designated representative) and the TSP’s delivery representative must jointly complete this document.
- List in the NOTED LOSS AND/OR DAMAGE section below all damage and missing items noticed before TSP’s representative departs.
- DO NOT leave blank. If no loss or damage is discovered at the time of delivery, write “NONE” in DESCRIPTION OF DAMAGE.
- NOTED LOSS AND/OR DAMAGE

If more than one page is needed, include your name, Bill of Lading No. and number the Page ___ of Page ___ on each page used.

<table>
<thead>
<tr>
<th>INVENTORY NO.</th>
<th>ITEM</th>
<th>DESCRIPTION OF DAMAGE (if missing, so specify.) (Electronic items, provide brand, and model number, if applicable)</th>
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NOTE: TSP is responsible for one-time placement of items during delivery. If requested, the TSP will unpack and remove cartons to the customer’s satisfaction. Member requested unpacking and removal of cartons?  YES  NO

PLEASE READ CAREFULLY BEFORE SIGNING – THIS IS CUSTOMER’S NOTIFICATION OF LOSS AND/OR DAMAGE AT DELIVERY

By signing below, Customer acknowledges receipt of:

- One (1) copy of this NOTIFICATION OF LOSS OR DAMAGE AT DELIVERY and one (1) copy of the NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY.

Customer understands that he/she:

- Will receive from the delivering TSP a “NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY” document to identify loss or damage found after delivery. This notification document will provide instructions on how to file a claim-on-line.
- Can provide notification to the TSP within 180 days by entering the information from the AFTER Delivery document into the DPS on-line claims module or mail NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY document to the TSP by certified return receipt, fax or electronic dispatch.
- Will NOT be eligible for loss or damage recovery by the TSP or Government for any item not identified within 180 days after delivery.

Received for Delivery at:

Street Address:

City        State        Zip

Telephone Number

Customer Email

Signature of Customer (or his/her designated representative)

Delivery Date

Name/Address of Transportation Service Provider (TSP):

TSP Email:

Toll-Free Telephone Number        Fax Number

Delivering TSP Signature        Date

Figure B-2 Notification of Loss or Damage AT Delivery
DEFENSE PERSONAL PROPERTY PROGRAM (DP3)
NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY

INSTRUCTIONS TO CUSTOMER (OR HIS/HER DESIGNATED REPRESENTATIVE):
- You have up to **180 days** to inspect your property, note all loss and damage not previously discovered and reported at the time of delivery and provide notice to the Transportation Service Provider (TSP).
- The preferred method of submission to the TSP is through the DPS on-line Claims Module - see instructions in Section A.
- If you are unable to file on-line you may give written notice of loss and damage following the instructions in Section B.
- If TSP is not notified within **180 days**, you may lose any potential monetary recovery for your loss and damage.
- This is only notification to the TSP of your loss or damage - **THIS DOES NOT CONSTITUTE FILING YOUR CLAIM**.
- For information about filing a claim against the TSP, see Section C below.
- If you have any questions about completing this document, contact the TSP or Military Claims Office (MCO), or locate your Service Military Claims website at [www.move.mil](http://www.move.mil) (under OOD Customer tab).

SECTION A – DPS ON-LINE NOTIFICATION:
- On-line notification can be completed via the internet by accessing DPS via "[http://move.mil](http://move.mil)/".
- You must notify TSP in DPS by midnight GMT on the **180th day** following delivery to be eligible for Full Replacement Value.
- If you submit this notice on-line via DPS claims module, you **DO NOT** need to complete Section B.

SECTION B – WRITTEN NOTIFICATION:
- If you are unable to provide notice on-line via DPS, you may fill out this section and send it to the TSP.
- This **NOTIFICATION OF LOSS OR DAMAGE AFTER DELIVERY** must be mailed by certified return receipt, faxed or emailed to the TSP identified below by midnight GMT on the **180th day** following delivery.
- Keep a copy of this document and certified mail receipt for your records as proof it was sent to the TSP within 180 days.
- If more than one page is needed, please include your name, Bill of Lading No. and number of pages on each supplemental page used.
- **USE ONLY BALLPOINT PEN OR INDELEBLE INK.**

NOTICE TO TSP: You are hereby notified the customer (or their designated representative) intends to present a claim for the loss and/or damage noted on the **NOTIFICATION OF LOSS OR DAMAGE AT DELIVERY** and this document. You are hereby extended the opportunity to inspect the property.

<table>
<thead>
<tr>
<th>INVENTORY NO.</th>
<th>ITEM</th>
<th>DESCRIPTION OF DAMAGE (if missing, so specify) (Electronic items, provide brand &amp; model number)</th>
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(CUSTOMER SIGNATURE)

(OR THEIR DESIGNATED REPRESENTATIVE)

DATE OF DELIVERY

SECTION C – FILING A CLAIM AGAINST THE TSP:
- With limited exceptions, to receive Full Replacement Value for eligible loss and damage, you **MUST** file your claim online via the DPS Claims Module within **9 MONTHS** of your property delivery.
- To submit your claim to the TSP who shipped your personal property, access DPS at [http://move.mil](http://move.mil) and follow instructions for filing a claim.
- You do not need repair estimates to enter your claim in DPS.
- If you choose not to file your claim in DPS, you may file a claim directly with your servicing MCO; however, you will not be eligible for full replacement value and will be responsible for obtaining repair estimates.
- For any questions about filing a claim, contact your servicing MCO.

Delivery Date: ____________
BL: ____________
SEND TO:

Name/Address of Transportation Service Provider (TSP):

Street Address: ____________

City: ____________
State: ____________
ZIP: ____________

Telephone Number or Email: ____________

Customer’s Name (PRINT): ____________

Signature of Customer (or their designated representative): ____________

Date ____________

Figure B-3. Notification of Loss or Damage AFTER Delivery