SECTION 2
REQUEST FOR OFFERS

2-1. Application of HTOS.

This Request for Offers (RFO) and any resulting offer is subject to the provisions of the General Services Administration's (GSA's) Household Goods Tender of Service (HTOS), dated August 2010, with an effective date of November 1, 2010, supplements thereto and reissues thereof.

2-2. Federal Agency Authorized to Use.

2-2.1. Application.

This RFO and any resulting offers are for the account of the U.S. Government and authorized cost reimbursable contractors, except when the relocation involves uniformed personnel of the Department of Defense, its contractors and uniformed personnel of the U.S. Coast Guard or Public Health Service.

2-2.2. Exception (Reserved).

2-3. Contracts.

The rates and charges offered and accepted pursuant to this RFO are applicable to shipments routed pursuant to any formal contract providing for MMS awarded by GSA or a Federal Civilian, non-DOD agency to the extent provided in the contract. Section 2-7.6, Industrial Funding Fee (IFF) of this RFO applies to such shipments.

2-4. Definitions.

2-4.1. Household Goods Tender of Service (HTOS).

The Household Goods Tender of Service (HTOS) dated August 2010, with an effective date of November 1, 2010, is available on GSA's website at www.gsa.gov/transportation.

2-4.2.GSA 01 Tariff

This is the term applied to the source document for the filing of rate offers under this RFO. The terms GSA-01and GRT may be used interchangeably throughout this RFO.

2-4.3. Domestic Transportation.

This is the term applied to the movement of the household goods (HHG) of relocating Government employees within the conterminous United States, including Alaska and Canada.

2-4.4. International Transportation.

This is the term applied to door-to-door container movement of HHG in lift vans between the conterminous United States (including Alaska and Canada) and an international country or off-shore location, or between two international countries or off-shore locations in lift vans. A TSP provides complete through service from origin residence to destination residence by surface ocean means.

2-4.5. General Transportation Services.

This is the term applied to transportation and accessorial services normally associated with a HHG move, such as set out in interstate and intrastate tariffs or the HTOS.

2-4.6. Move Management Services (MMS).

This is the term applied to a MMS Provider's arrangement, coordination, and monitoring of each relocating employee's HHG move, from initial notification of shipment booking through delivery at destination. Services as identified in Section 2-6 will be provided within a TSP's approved scope of operations. No brokering of shipments will be allowed.

2-4.7. Transportation Service Provider (TSP).

This term applies to any participating TSP or forwarder that is approved in the Centralized Household Goods Traffic Management Program (CHAMP), Domestic and/or International, to provide General Transportation Services or MMS.

2-4.8. Special Agency Provisions.

Special agency provisions cited in this RFO are defined as specific terms and conditions applicable to a particular Federal department or agency.

2-4.9. Responsible Transportation Officer (RTO).

This term applies to the individual within the shipping or receiving Federal agency responsible for personal property traffic management functions.

2-4.10. Government Rate Tender (GRT)

This is the term applied to the GSA Government Rate Tariff GSA-01, supplements thereto and reissues thereof.

2-4.11. Unaccompanied Air Baggage (UAB).

This term applies to necessary personal items that are taken to a relocating employee's new duty station before their shipment of household goods arrives. The determination of items considered as UAB is at the discretion of each Federal Agency. UAB shipments will be post audited based on the following formula: dimension of container divided by 166 (converts to volume kilogram) x0.4536 x base line rate x TSP percentage. Volume weight is defined as the length times the width times the height (in inches), divided by 166 and multiplied by 0.4536. Where gross weight exceeds volume weight, the TSP must charge for gross weight.

2-4.12. DUNS Number.

This term applies to a Data Universal Number System. DUNS numbers are issued by Dun & Bradstreet and consist of nine digits.

2-5. Filing Possibilities.

2-5.1. Filing Instructions.

Instructions for the submission of rate offers are set out in Section 6 and Section 7.

2-5.2. General Government Rates or Charges.

TSPs submitting offers pursuant to this RFO may file offers that apply to all Federal agencies. The term *general government* will be used to describe such offers. Offers submitted may be for the TSP's full scope of operation or any part thereof.

2-5.3. Agency Specific Rates or Charges.

TSPs submitting rate offers pursuant to this RFO may file rate offers that apply to a specific Federal agency as defined in Section 3 and Section 5. The term *agency specific* will be used to describe such rate offers. Rate offers submitted may be for the TSP's full scope of operation or any part thereof.

2-5.3.1. Application of Rates.

Agency specific rate offers will apply only to shipments for which the specific agency/location identified in Section 3 and Section 5, issues the Government Bill of Lading (GBL)/Commercial Bill of Lading (CBL).

2-5.4. Combination of General Government and Agency Specific.

TSPs submitting rate offers pursuant to this RFO may file rate offers that apply for both general government and agency specific. If the TSP files both general government and agency specific rate offers, the TSP may base its submission on any part or parts of its approved scope of operation without regard to consistency between general government and agency specific. For example, a TSP with an approved scope of operation of all domestic service areas may offer general government rates and charges between all domestic service areas, but offer agency specific rates and charges between only two (2) service areas for Federal Agency X, while offering agency specific rates and charges between four (4) different service areas for Federal Agency Y.

2-5.5. Alternating Agency Specific Rate Offers.

TSPs may file alternating, agency specific rate offers as identified in Section 5-1. Alternating rate offers will apply specifically to those Federal agencies/locations identified in Section 5-1 and may alternate with any other accepted rate offer.

2-5.6. Non-Alternating Agency Specific Rate Offers.

TSPs may file non-alternating, agency specific rate offers as identified in Section 3 and Section 5-1. Non-alternating rate offers will apply specifically to those Federal agencies/locations identified in Section 3 and Section 5-1 and will not alternate with any other accepted rate offer.

2-5.7. Move Management Rate Offers.

TSPs submitting rate offers pursuant to this RFO may file rate offers for move management services that apply to all Federal agencies. The term *move management services* (*MMS*) will be used to describe such rate offers. Rate offers submitted may be for the TSP's full scope of operation or any part thereof.

2-6. Move Management Services (MMS).

2-6.1. Performance of Services.

The MMS Provider or TSP will provide the MMS outlined in Section 2-6 in conjunction with transportation services. The MMS Provider must comply with service, delivery timeframe, billing, reporting, and liability requirements set out in the HTOS, as applicable, together with all other requirements set out therein, except to the extent waived by the Responsible Transportation Officer (RTO) as defined in the HTOS.

2-6.2. Memorandum of Agreement (MOA).

The MMS Provider and the shipping agency must enter into a written MOA setting out the terms and conditions of the MMS Provider requirements as identified in Section 2-6. In those instances when the shipping agency requests GBL/CBL preparation and maintenance under Section 2-6.6.3, the MOA should contain at a minimum, specific instructions on GBL/CBL preparation and maintenance including instructions to complete each block of the GBL/CBL. If requested by the MMS Provider and/or shipping agency, the GSA PMO identified in Section 1-6 will review the agreed-to MOA.

2-6.3. Performance as TSP.

The MMS Provider may file rates within its current approved scope of operations, will be subject to the Customer Satisfaction Index (CSI) rating system, and must comply with the requirements for paying GSA its IFF specified in Section 2-7.6.

2-6.4. Commissions.

An MMS Provider may not charge a commission to a TSP or forwarder to which it tenders a HHG shipment.

2.6.5. Required Services.

2-6.5.1. General.

The MMS Provider must arrange, coordinate, and monitor each relocating employee's HHG move from initial notification of the move by the shipping agency through completion of all move-related transactions required under this Section 2-6.5. A HHG move within the conterminous United States (CONUS) (as defined in Section 5-2) is defined as a basic move consisting of one shipment of HHG and personal effects and, when specifically authorized by the shipping agency, shipment of one or more privately owned vehicles (POV's). A HHG move to/from an international location (as defined in Section 5-3) is defined as a basic move consisting of one surface shipment of HHG and personal effects and, when specifically authorized by the shipping agency, one or more unaccompanied baggage shipments and shipment of one or more POV's. Multiple origins and/or destinations may be involved for both CONUS and international shipments. Following are the services the MMS Provider must provide:

2-6.5.2. TSP Selection.

The employing agency may select the TSP to move the relocating employee's HHG or may delegate this responsibility to the MMS Provider in which case the agency will furnish the MMS Provider with TSP selection criteria. Any TSP selected to move a Federal civilian, non-DOD employee's HHG must be approved in CHAMP. The MMS Provider must be capable of accessing the GSA Transportation Management Services Solution System (TMSS) to obtain query information for use in selecting a TSP to transport a shipment when requested by the employing agency.

2-6.5.3. Shipment Booking.

The MMS Provider must schedule the move with the selected TSP; order a pre-move survey; and identify and obtain written authorization from the Federal agency (RTO) authorizing the move for storage-in-transit (SIT) or any special service (e.g., shuttle service, special crating, third party servicing, elevator charges, long carry, and/or stair carry). The MMS Provider must indicate in writing all services authorized and identify those that will be paid as an entitlement of the employee, those that will be advanced but charged back to the employee, and any service the employee requests that may not be authorized on the GBL/CBL. The Provider must inform the employee prior to service performance of any service that will be advanced but charged back to the employee. The Provider may develop a generic form for the purpose of this item. Any service shown on a generic form that is not applicable to a particular shipment must be "crossed out"

or marked “none” or “not applicable” prior to submitting the form to the RTO for written authorization/approval.

2-6.5.4. Ensuring TSP Performance.

Notwithstanding the provisions of Section 2-6.6, “Origin and Destination On-Site Quality Control”, the MMS Provider must ensure that transportation services furnished are in accordance with provisions of the HTOS. The MMS Provider must take any action deemed necessary and appropriate to protect the interests of the shipping agency, ensure proper TSP performance, and protect the real and personal property of the relocating employee. In the event the MMS Provider’s failure to direct performance in accordance with this Section causes damage to the shipping agency or relocating employee, other then damage to HHG, the MMS Provider is liable to the shipping agency and/or the relocating employee for such damages.

2-6.5.5 Arranging Storage in Transit (SIT).

If a Federal agency authorizes SIT, the MMS Provider must arrange storage in accordance with the GSA HTOS. The MMS Provider must notify the employee of the authorized SIT duration and location and provide the employee SIT-Provider contact information within five (5) calendar days after delivery into SIT.

2-6.5.5.1. Monitoring Shipments in SIT.

The MMS Provider must monitor shipments in SIT and provide a written request for disposition instructions from the employee or shipping agency destination facility representative at least ten (10) working days before expiration of the authorized SIT period. The written request must inform employees of their personal financial responsibility for any charges incurred for storage in excess of the maximum period authorized. The MMS Provider is responsible for arranging for delivery of shipments from SIT.

2-6.5.5.2. SIT in Excess of 150 Days.

If storage exceeds 150 days, the MMS Provider must ascertain the condition of the employee’s property at the end of the 150-day SIT period to protect the Government’s and the relocating employee’s right to recover for TSP caused losses or damages. The warehouse automatically is considered the shipment’s destination upon expiration of the 150-day SIT period and the MMS Provider’s responsibility for the shipment ends. The shipment then becomes subject to the warehouse's rules, procedures, and charges, including local delivery out of storage. The employee is responsible for payment of storage charges for any period of storage in excess of 150 days. In the event of any discrepancy between HTOS provisions and the provisions of this Section for purposes of SIT, the provisions of this Section apply.

2-6.5.6. Completion of GSA Form 3080.

The MMS Provider must furnish the relocating employee a GSA Form 3080, “Household Goods Carrier Evaluation Report” for completion of the section entitled, “Relocating Employee’s Response” (www.gsa.gov/forms). The MMS Provider must instruct the employee to return the evaluation form upon completion to the shipping agency for completion of the section entitled, “BL Issuing Officer’s Response.” The MMS Provider also must follow-up in an attempt to ensure both the employee and shipping agency complete their respective portions of the form and return it to GSA at the address identified in Section 1-6. If the employee has not completed the form within 30-days from the date of delivery of the HHG to the new residence, the MMS Provider will so advise the shipping agency.

2-6.5.7. Service Performance Audit.

The MMS Provider must audit transportation billings and complete a certification document certifying by line item whether billed services (including any services specifically requested by the employee) were or were not necessary, properly authorized, and actually performed (this audit is unrelated to an agency's audit of the actual billing charges). The MMS Provider may develop a form for this purpose and must, if requested, have it pre-approved by the shipping agency.

2-6.5.8. Management Information Reports.

The Government will require certain management information reports that may or may not be commercially standard. If the MMS Provider has a commercial report that would meet a stated specific need, it may propose that an agency use that report instead of the one specified as long as it can satisfactorily demonstrate how the proposed substitution would meet the ordering activity’s needs. Reports must contain both monthly/quarterly and year-to-date totals, when appropriate. The MMS Provider must provide required reports to the ordering activity within 15 business days following the month/quarter services were performed.

2-6.5.8.1. Ordering Agency Reports.

If requested by the shipping agency, the MMS Provider must furnish the following reports in the manner specified by the agency with regard to format, content, and frequency. Data elements may be revised by the ordering activity.

2-6.5.8.2. Shipment Summary.

A summary of the total number of shipments handled for the specified period further broken down into the following incremental categories: number of shipments by agency activity, number of shipments by TSP, number of interstate shipments, number of intrastate shipments, and number of international location shipments. For each category the Provider must show total line-haul and accessorial charges.

2-6.5.8.3. Claims Summary.

A summary of the total number of loss/damage claims handled for the specified period further broken down into the following incremental categories: number of claims by agency activity, number of claims by TSP, number of interstate claims, number of intrastate claims, number of international location claims, average number of days between the date of claim filing and date of issue of initial settlement offer; average number of days between the date of receipt of the initial settlement offer and the date of final settlement, average amount claimed and settled interstate, average amount claimed and settled intrastate, and average amount claimed and settled on international locations. For each claim not settled within 30 days and/or 60 days when approved by the shipping agency's RTO an explanation for the delay must be supported by the Delay Codes identified in the HTOS Section 9.

2-6.5.8.4. Counseling Contact Summary Report.

A summary report of counseling contacts (when an agency has chosen that optional service) showing employee name, date of initial contact, and current status of the move including date for the pre-move survey, packing date, pickup date, and actual or proposed delivery date into SIT and/or residence.

2-6.5.8.5. On-time Services Summary Report.

A summary report listing employee name, scheduled pickup date, actual pickup date, scheduled delivery dates into SIT and/or residence, actual delivery dates into SIT and/or residence, scheduled date for delivery out of SIT, and actual date for delivery out of SIT. When scheduled and actual dates are different, an explanation must be provided.

2-6.5.8.6. Specially Requested Reports.

Special one-time reports furnished to the RTO when the shipping agency requests and the GSA PMO identified in Section 1-6 approves.

2-6.5.9. Customer Service.

The MMS Provider shall provide a 24-hour, toll-free telephone number to assist in tracking/tracing shipments; resolving problems that occur during any phase of the move, including quality control problems; and in filing post-delivery claims for agencies that choose that optional service.

2.6.6. Optional Services.

2-6.6.1. General.

If requested by the shipping agency, the MMS Provider must provide the following services.

2-6.6.2. Employee pre-move counseling.

Employee pre-move counseling (as distinguished from a TSP/forwarder-provided pre-move survey) includes information on TSP/forwarder commercial moving practices affecting all aspects of a HHG move. It also includes Government-specific information on Federal HHG entitlements and allowances prescribed in the Federal Travel Regulation (41 CFR chapters 300-304) and the ordering agency's internal regulations, including weight allowances. The counseling includes informing the relocating employee about services he/she is authorized at Government expense as well as any requested services that are not the Government's financial responsibility and which the employing agency will charge back to the employee. Some of these services are: extra pickup/delivery; temporary SIT authorized by the shipping agency; non-temporary (permanent) storage (NTS); unauthorized items; assembly/ disassembly of property; shipment of perishable items; exclusion of firearms and hazardous materials; level of service coverage, options, and costs; reporting concealed damages, employee rights and responsibilities, third-party servicing; packing/unpacking and crating/ uncrating; preparation and filing of claims; name and address of origin/destination storage; and delivery out of storage. The counseling also includes explaining the Government's role concerning Commuted Rate Schedule moves as prescribed in the FTR and limitations of the Government's financial obligations for reimbursements on such moves. Following is an availability listing of publications that contain information important in the employee pre-move counseling process:

- FTR: Available on the Internet at:
  http://www.gsa.gov
- CHAMP: Available on the Internet at:
  http://www.gsa.gov/transportation/hhg

- Agency specific regulations/procedures: (Contact appropriate agency for availability)

2-6.6.3. Preparation of shipment documentation.

If a Federal agency opts to have the MMS Provider prepare a GBL/CBL, the MMS Provider must comply with the terms and conditions set forth in 41 CFR 102-117 and 102-118. The MMS Provider must complete, and distribute copies of, each GBL/CBL following instructions published in the GSA Federal Supply Service Guide, "How to Prepare and Process U.S. Government Bills of Lading" (National Stock Number 7610-00-682-6740) or as instructed by the Federal agency (RTO). The Provider must provide a legible memorandum copy of all GBLs/CBLs prepared and distributed to the RTO prior to shipment pickup dates.

2-6.6.4. Data Communications Capabilities.

The MMS Provider must: (1) provide on-line electronic access to all database information pertaining to task orders and applicable shipment records; (2) provide the RTO or designee and the GSA Program Management Office in Kansas City, Missouri (RFO Section 1-6), on-line access to all database information pertaining to task orders and shipment records for all accounts established under the terms of this RFO and the HTOS; (3) establish sufficient safeguards to prevent unauthorized access to the database information; (4) make the electronic access available through an asynchronous modem with a baud rate of at least 2400; and (5) furnish clear documentation setting out procedures for access to and use of the database.

2-6.6.4.1. Database Elements.

The database must contain, but not necessarily be limited to, the following elements: task order information; shipment information sufficient to generate the reports specified in Section 2-6.5. The database maintained for shipments must be maintained in a separate directory with separate shipment records for each employee move. Shipment files must not be commingled with other data maintained for shipments not applicable to this RFO. Each shipment record must contain all applicable information required for that particular shipment, including any claims filed for the TSP, status of the claim, etc. (continuous computer terminal screen, if necessary). Performance data documenting how the move was handled must be collected independently and also maintained in this file. The Provider must provide facility for the RTO or designee and the GSA PMO (RFO Section 1-6) to extract and consolidate data such as TSP performance in the event specific reports are required.

2-6.6.4.2. Database Maintenance.

The MMS Provider must update the database on a 24-hour basis at a minimum and provide for on-line electronic access to database elements for a period of one year from date of pickup. After one year, hard copy records may be maintained as required by the Examination of Records Clause contained in GSA Form 3504.

2-6.6.5. On-site Quality Control Service. If a shipping agency requests, the MMS Provider must arrange for quality control personnel to provide on-site inspection service at the origin/destination residence at pickup/delivery. Inspection services include, but are not limited to: verification of correct inventory coding, use of proper packing materials, appropriate article servicing, equipment and personnel suitability, and satisfactory performance of unpacking. The actual cost of the service to be performed is negotiable between the MMS Provider and the shipping agency. The agreed upon price must be stated in a written document and retained by both parties. The document will be construed as a one-time only amendment to the Provider's rate filing. A copy of the written document must be included in the MMS Provider's voucher for payment. The Provider may engage outside sources to perform these services provided that they are representatives or employees of a HHG TSP, freight forwarder, or agent thereof.

2-6.6.6. Quality Assurance Plan.

If requested by the shipping agency, the MMS Provider must provide the shipping agency with a quality assurance plan to assist in assuring quality service and must also designate quality assurance personnel to execute the plan.

2-6.6.7. Claims Preparation, Filing, and Settlement Assistance.

If the employee or shipping agency requests, the MMS Provider must provide immediate loss/damage claim preparation/filing assistance, including follow-up assistance for any subsequently discovered loss or damage. The Provider must review and negotiate any settlement offer that is inconsistent with the TSP's liability or HTOS provisions, and in the case of an impasse must refer the complete file to the shipping agency. The MMS Provider also must counsel the employee about potential consequences of signing any

full and unconditional release on any offer of settlement before all claims resulting from a particular move have been resolved.

2-6.6.8. Prepayment Audit.

2-6.6.8.1. MMS Provider Responsibilities.

A TSP that offers move management services under the HTOS may, at the request of a client agency, conduct the prepayment audit of transportation bills after obtaining audit certification from GSA, Office of Transportation Audits. If the TSP intends to subcontract the prepayment audit, any auditor it uses (other than a GSA Prepayment Audit Schedule contractor) must be GSA-certified to conduct the prepayment audit. TSPs/auditors may obtain prepayment audit certification from the GSA Audit Division (FBA) at the address identified in Section 2-6.6.8.2. The MMS provider will conduct or arrange to have conducted, a prepayment audit of each transportation billing and supplemental billing for service performed under the HTOS at the request of the client agency.

2-6.6.8.2. Certification.

Any auditor (other than a GSA Prepayment Audit Schedule contractor) desiring to perform a prepayment audit service must be certified by the GSA Audit Division (FBA) to do so. Certification may be obtained by contacting:

General Serviced Administration
Transportation Audit Division (QMCA)
2200 Crystal Drive
Crystal Plaza 4, Room 300
Attention: Jonathan Cooper
Arlington, VA 22202

Or via e-mail at audit.policy@gsa.gov with a subject line of "Move Manager PPA."

2-6.6.8.3. Procedures.

The Prepayment Audit procedures are subject to provisions of the Federal Management Regulations (FMR) part 102-118 (41 CFR part 102-118). Procedures reflect requirements and may be used in addition to any other required procedures published in the FMR, in developing the MMS provider/agency MOA. The prepayment auditor must adjust billed charges as appropriate based on the service performance audit as specified, and the prepayment audit before submitting the billing invoice, along with the service performance audit certification, to the ordering agency for payment.

2-6.6.8.4. Adjustments.

Upon instructions from the ordering agency, the MMS provider must advise the TSP and/or the agency via a statement of differences submitted either electronically or in writing within seven (7) days of receipt of the bill of any adjustment the auditor makes. The statement of differences must include the following:

(a) TSP's standard alpha code (SCAC);
(b) TSP bill number;
(c) Amount billed;
(d) Amount paid;
(e) Agency name;
(f) TSP's tax payer identification number (TIN);
(g) Document reference number (DRN)
(h) Payment voucher number;
(i) Complete tender or tariff authority, including the governing item or section number, and

The MMS provider must annotate the following information on all transportation bills that have been completed:

(a) TSP's standard alpha code (SCAC);
(b) TSP bill number;
(c) Amount billed;
(d) Amount paid;
(e) Agency name;
(f) TSP's tax payer identification number (TIN);
(g) Document reference number (DRN)
(h) Payment voucher number;
(i) Complete tender or tariff authority with the applicable rate authority, including the governing item or section number;

(j) Copy of any statement of differences sent to the TSP; and
(k) The date invoice received from the TSP.

2-6.6.8.5. Appeal Procedures.

The agency must establish an appeal process that directs TSP appeals to an agency official or to the MMS provider with responsibility for providing adequate consideration and review of the circumstances of the claim. Review of an appeal must be completed within thirty (30) days. If the TSP disputes the findings and the agency or MMS provider as appropriate, cannot resolve the dispute with the TSP, all relevant documents including a complete billing history and the appropriation or fund charged should be forwarded to GSA for the rendering of a decision. TSP claims must be submitted within three (3) years beginning the day after the latest of the following dates (except in time of war):

(a) Accrual of the cause of action;
(b) Payment of charges for the transportation involved;
(c) Subsequent refusal for over payment of those charges; or
(d) Deduction made to a TSP claim by the Government under 31 U.S.C. 3726.

2-6.6.8.6. Performance Standards for Service Performance Audit and Prepayment Audit

The Government must comply with provisions of the Prompt Payment Act (31 U.S.C. 3901 (a)(5). The MMS provider therefore must ensure that within seven (7) days of receiving the TSP's bill, it has completed the service performance transportation/MMS billing, accompanied by the service performance audit certification, in the hands of the ordering agency for payment. The MOA between the ordering agency and the MMS provider must stipulate whether the agency or the MMS provider will be responsible for remitting payment to the TSP. If the MMS provider is to remit payment to the TSP, the agency must issue and forward the remittance by check or electronic transfer to the MMS provider in time for the agency to be deemed "in compliance" with provisions of the Prompt Payment Act. The MMS provider will not be liable for any late payment interest charge the agency may accrue on a transportation payment that is not in compliance with the Prompt Payment Act requirements.

2-7. Special Provisions Affecting Rates or Charges.

2-7.1 General.

All surface HHG shipments transported pursuant to the provisions of the RFO are deemed to be released at a value equal to $6.00 per pound times the actual total weight (in pounds) of the shipment, and a valuation charge will not be assessed in conjunction therewith. There will be no additional cost for this level of service. The provisions in Section 2-7 will apply.

2-7.1.1. ALK Associates Mileage

For rate offers effective November 1, 2012, the percentage stated in the submitting TSP's offer will be based on mileage provided by ALK Associates, Web Based Version 26. One exception is that GSA has determined that all surface household goods shipments between any point in the conterminous United States and a Canadian province will be based on current the Rand McNally mileage in place November 1, 2012.

2-7.1.2. Shipments of Unaccompanied Air Baggage

Unaccompanied air baggage shipments will be packed in Tri-wall containers measuring no more than 15 cube. All TSPs must have written approval from the RTO certifying officer authorizing any exceptions to the Tri-wall measurements. TSPs who are invoicing for charges other than by gross weight must show the container cube and number of containers on the invoice before a prepayment audit is approved. Where gross weight exceeds volume weight, TSP must charge for gross weight. Items which are typically not considered UAB items and are placed in a larger than specified container size on the GBL will not be approved by DOS prepayment auditors.

2-7.2. Rates or Charges

2-7.2.1. DOMESTIC.

2-7.2.1.1. Household Goods

The percentage stated in the submitting TSP's rate offer represents a bottom line discount off the total cost of the move for transportation and all accessorials services based on the rates and charges published in the GRT for a specific domestic move. The bottom line discount does not apply to the GSA IFF, fuel surcharges, charges associated with storage in transit, third party services, or valuation charges when the shipment is declared in excess of the base valuation.

2-7.2.1.2. Storage-In-Transit (SIT) Discount.

TSPs submitting rate offers for the movement of HHG must offer a percentage discount applicable to all storage charges, including pickup or delivery out of storage. The storage in transit discount doe not apply to the GSA IFF, fuel surcharges charges associated with the line haul transportation and accessorials, third party services, or valuation charges when the shipment is declared in excess of the base valuation. For shipments stored outside the 50 mile radius, the bottom line discount will apply to the pick up or delivery out of storage in transit.

2-7.2.1.3. Unaccompanied Air Baggage (UAB) - Alaska Only.

The percentage (%) stated in the submitting TSP's rate offer for UAB shipments represents a single-factor rate based on the base-line rate set out below per kilogram (kg) volume weight and includes the following services: (a) packing, including use of packing containers and materials from origin to destination; (b) servicing of appliances; and (c) from origin residence all land and air transportation to the destination residence.

Weight Group	Base-Line per Kilogram(KG)
45 to 134 kg	US$1.16
135 to 224 kg	US$1.05
225 to 314 kg	US$1.00
315 to 404 kg	US$0.96
405 and over kg	US$0.91

2-7.2.1.4. Privately Owned Vehicle (POV).

2-7.2.1.4.1. Domestic.

The amount stated in the submitting TSP's rate offer for the shipment of a POV represents a **price per mile** for vehicles applicable to the following services (a) preparation of vehicle; (b) pickup at origin; (c) transportation from origin to destination; (d) delivery to final destination; and (e) valuation based on the current value of the vehicle.

2-7.2.1.4.2. Minimum Charge.

In those instances when the distance for shipping a POV is less than 300 miles, a minimum charge of 300 times the offered price per mile will apply

2-7.2.1.4.3. Alaska Only.

The amount stated in the submitting TSP's rate offer for the shipment of a POV represents a **flat price** for vehicles applicable to the following services (a) preparation of vehicle; (b) pickup at origin; (c) transportation from origin to destination; (d) delivery to final destination; and (e) valuation based on the current value of the vehicle.

2-7.2.1.4.4. Vehicle Sizes.

Charge must be offered only on the following sizes and in accordance with Section 2-7.2.1.4.1 and 2-7.2.1.4.3.

1. Category 1 (CAT-1): Vehicles less than 300 cubic feet in physical measurement;
2. Category 2 (CAT-2): Vehicles between 300 and 800 cubic feet in physical measurement; and,
3. Category 3 (CAT-3): Vehicles exceeding 800 cubic feet in physical measurement.

2-7.2.1.4.5. POV Fuel Surcharge.

If the POV is transported on the same truck with the household goods, the TSP is not entitled to charge a separate fuel surcharge for the POV. If the POV is not going to be transported with the household goods, then prior to the commencement of loading the TSP must notify the Federal agency and receive written approval for the alternate mode and identify that a surcharge maybe required. If the POV is transported via a car hauler and the car hauler charges a fuel surcharge, that surcharge can be passed through to the Federal agency as a separate line item. The TSP must provide a copy of the original bill to the agency for reimbursement. If the POV is transported via a separate household goods trailer, the TSP may calculate a surcharge using the standard fuel surcharge calculation identified in this RFO.

2-7.2.2. INTERNATIONAL.

2-7.2.2.1. Household Goods (HHG).

2-7.2.2.1.1. General.

The percentage (%) cited in the submitting TSP's rate offer for the surface HHG represents a single-factor rate based on the Base-Line Rates specified in Section 2-7.2.2.6 per 100 pounds net weight including full replacement value TSP liability as defined in Section 2-7.5 and HTOS, Section 10. The application of rates from/to the international point for the surface HHG shipment shall be based on the net weight of the shipment in pounds. Minimum weight is 1,000 pounds.

2-7.2.2.1.2. Services Included.

1. Packing, including use of packing containers and materials from origin to destination, and unpacking. Shipping containers and packing materials furnished by the TSP will remain the property of the TSP.

1(a)Special provisions applicable for LCD, LED, and Plasma Televisions

These provisions apply for the packing and shipping of LCD, LED, and Plasma televisions, which are four (4) inches or less in depth and are incapable of standing alone without support (or the use of a base).

The TSP must utilize the original manufacturer's shipping container is available and serviceable.

Crating charges apply only for televisions in excess of 60 inches (diagonal screen size) and if the relocating employee's original carton is no longer available. Prior to any crating, the TSP must first gain written approval from the Transportation Officer.

For televisions that are 60 inches or less (diagonal screen size), TSPs are authorized to use cartons which are specially designed to ship LCD, LED, and Plasma televisions. Further, the Transportation Officer can waive, in writing, the crating requirement referenced above at their discretion. When a waiver is granted, the billing must be supported by a copy of the waiver indicating that the Federal agency waived the 60 inch requirement and that crating was authorized.

2. Servicing and unservicing of appliances, to include front load washing machines..
3. All land, water, and air transportation, EXCEPT
   (a) additional land transportation charges for shipments picked up or delivered from or to storage-in-transit;
   (b) bunker fuel charges, port congestion surcharges, and/or war risk surcharges where applicable and when actually billed to the TSP by ocean freight TSP pursuant to regularly filed tariff(s) with the Federal Maritime Commission. Such charges will be separately stated on the GBL/CBL and supported by prorated paid ocean TSP invoices of the actual amount; and,
   (c) shipments of unaccompanied air baggage.
4. Export and import documentation services involving customs clearances.
5. Removal and placement of each article in the residence/warehouse or other building.
6. Hoisting or lowering of an article.
7. Elevator, stair and excessive distance carry, piano/organ carry and/or heavy or bulky item charge (except Item 5 in Section 2-7.2.2.1.3, below.
8. Ferry, tunnel and bridge charges/tolls.

2-7.2.2.1.3. Services Excluded.

1. Storage, waiting time and/or handling charges caused by failure of the origin GBLIO/RTO to furnish acceptable custom documents or by refusal of customs officials to clear shipment will be billed at charges provided in HTOS, when performed by TSP. When such services are performed by a third party, billing will be at the actual cost charged to the TSP, supported by paid third party invoices when reference applicable rate schedules and/or tariffs when charges are assessed in accordance with such publications.
2. Any Government or public authority ordered charges for inspection, disinfestation, decontamination, fumigation or demurrage or other charges occasioned by such orders not the fault of the TSP.
3. Servicing of articles requiring services of third parties. Prior to use of third parties, the TSP must get written authorization from the Federal agency authorizing the service.
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 TSP, upon approval by the RTO 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 1st floor balconies in apartments and single family dwellings.
5. Shipments picked up or delivered to a mini warehouse, which involve a carry in excess of 100 feet between the TSP vehicle and the outside entrance door of the actual storage area, the RTO may authorize an excessive distance carry charge as defined in the HTOS, Section 17.

2-7.2.2.2. Rates and Charges for Accessorial Services.

The rates and charges set out in HTOS, Section 12 are base-line rates. The percentage (%) stated in the submitting TSP's rate offer for accessorial services represents the amount to be charged as a percentage (%) less than, equal to, or greater than the rates and charges set out in Section 12.

2-7.2.2.3. Rates or Charges For Storage-In-Transit (SIT).

The percentage (%) stated in the submitting TSP's rate offer for SIT represents the amount to be charged as a percentage (%) less than, equal to, or greater than the rates and charges set out in the HTOS, Section 12 for the storage and pickup/delivery, including full replacement value TSP liability in Section 2-7.5.

2-7.2.2.4. Unaccompanied Air Baggage (UAB)

The percentage (%) stated in the submitting TSP's offer for UAB shipment represents a single-factor rate based on the base-line rate set out in Section 2-7.2.2.6.2.2 per kilogram (kg) volume weight including full replacement value TSP liability as set out in Section 2-7.5 and includes the following services: (a) packing, including use of packing containers and materials from origin to destination; (b) servicing of appliances; and (c) from origin residence all land and air transportation to the destination residence. A TSP may charge as a separate line item a fuel surcharge for UAB shipments. TSPs must provide a copy of the original airway bill to the agency for reimbursement. Any excessive costs charged by foreign or overseas air carriers will be negotiated and paid at the discretion of the agency. Exceptions to the UAB surcharge are identified in Section 3.

2-7.2.2.5. Privately Owned Vehicle (POV).

The amount stated in the submitting TSP's rate offer for the shipment of a POV represents a flat charge applicable to the following services:
(1) preparation of vehicle;
(2) pickup at origin;
(3) transportation from origin to destination;
(4) containerization or below deck storage in the ocean going vessel;
(5) delivery to final destination; and,
(6) valuation based on the current value of the vehicle.

2-7.2.2.5.1. Vehicle Sizes.

The flat charge must be stated in whole dollars and may be offered only on the following sizes:
1. Category 1 (CAT-1): Vehicles less than 300 cubic feet in physical measurement;
2. Category 2 (CAT-2): Vehicles between 300 and 800 cubic feet in physical measurement; and,
3. Category 3 (CAT-3): Vehicles exceeding 800 cubic feet in physical measurement.

2-7.2.2.5.2. Motorized Vehicles.

All internal combustion engines, self-propelled vehicles, or mechanized equipment containing an internal combustion engine may be subject to 49CFR, hazardous material shipping paper requirements. The TSP may identify vessel carrier and hazardous material associated fees on their invoice as a pass through charge. TSPs must provide a copy of the original receipt from the vessel carrier for reimbursement consideration by the Federal Agency. Due to 49CFR hazardous material requirements, agencies are expected to pay legitimate associated costs for this service. POVs with an empty fuel tank and run to a stall are excepted from the requirements of 49CFR 176.905. POVs cannot be shipped with more than one quarter of a tank of flammable fuel under any circumstance.

2-7.2.2.5.3. Application of Transit Time.

Transit time schedules for both the domestic and international programs are identified in Section 10 of the HTOS.

2-7.2.2.5.3.1. Transit Time Penalty.

In the event that the TSP fails to meet the transit times, it must notify the Federal agency as applicable, within 24-hours of the delay. The TSP shall be responsible for arranging for, or the reimbursement of, a rental car on behalf of the transferee. Reimbursement or the rental of a like vehicle will be limited to a vehicle of the same, or comparable, size/model as being shipped by the transferee. The RTO has the authority to waive the penalty in whole or in part based on circumstances of the delay.

2-7.2.2.5.4. POV Transit Time Exceptions.

HTOS Section 10.3 identifies exceptions to POV transit times for specific identified locations.

2-7.2.2.6. Base-Line Rates.

2-7.2.2.6.1. Surface.

2-7.2.2.6.1.1. Surface Base-Line Rate Table.

The following base-line rate table is applicable to the HHG effects surface shipments.

Weight Group	Base-Line Rate per hundred weight (cwt)
1,000 to 1,999 lbs	US$124.77
2,000 to 3,999 lbs	US$113.03
4,000 to 7,999 lbs	US$106.64
8,000 to 11,999 lbs	US$102.37
12,000 to 15,999 lbs	US$100.24
16,000 and over	US$98.11

2-7.2.2.6.2.2. Unaccompanied Air Baggage (UAB)

The following base-line rate table is applicable to the shipment of UAB.

Weight Group	Base-Line per Kilogram(KG)
45 to 134 kg	US$1.16
135 to 224 kg	US$1.05
230 to 314 kg	US$1.00
315 to 404 kg	US$0.96
405 and over kg	US$0.91

2-7.3. Application of Rates or Charges.

Rates/Charges applicable to a specific shipment will be those in effect on the date of pickup. In those instances where the submitting TSP does not offer a rate, it will be construed as NO RESPONSE.

2-7.3.1. Exception.

Except in supplemental filings, items left blank will indicate NO CHANGE.

2-7.3.2. Unaccompanied Air Baggage (UAB).

Rates or charges applicable to UAB **will apply** when shipped independent of surface HHG.

2-7.3.3. Privately Owned Vehicles (POV).

Rates or charges applicable to POV **will apply** when shipped independent of the surface HHG.

2-7.4. Alaska Only.

2-7.4.1. Combination of Rates - Applies to Domestic Shipments Only

2-7.4.1.1. Accepted offer does not include Alaska Service Areas (RFO Section 5-2).

In the event that a TSP handles a shipment between points in the conterminous United States and Alaska and it does not have any rate offer accepted by GSA for such a movement, the applicable charges shall be based on a combination of the rates set out in the TSP's accepted offer between Service Area 2 and Service Areas 1 through 16, inclusive, and of the charges in Section 2, Parts E and F, including Section 6 of the applicable GRT, supplements thereto and reissues thereof; provided, however, these charges will alternate with all other applicable combination or through rates and/or charges that a TSP may have on file on the date that a shipment is picked-up.

2-7.4.1.2. Accepted Offer Includes Alaska Service Areas (RFO Section 5-2).

The provisions of Section 2-7.4.1.1 do not apply when GSA has accepted a TSP's offer to handle shipments between points in the conterminous United States, Service Area 1 through 16, inclusive, and Alaska Service Areas defined in Section 5-2.

2-7.4.2. Intra Alaska.

Transportation charges for shipments moving between two points in the State of Alaska (intrastate Alaska) will be published in Section 7 of GSA01, as revised. For distances in excess of 1,000 miles, the rates applicable for each "Add'l 100 miles" as shown in Section 3 of the GSA01, will apply for each 100 miles, or fraction thereof, in excess of 1,000 miles, in addition to the base transportation charge for 1,000 miles in Section 7.

2.7.5. Released Value.

2-7.5.1. General.

2-7.5.1.1. Surface and Unaccompanied Air Baggage Released (UAB) Value.

Unless otherwise notes, all surface and UAB applicable to domestic and international shipments are released at full value.

2-7.5.1.2.Privately Owned Vehicle Released Value.

Unless otherwise noted, all POV shipments applicable to domestic and international shipments are released at current market value.

2-7.5.1.3. Application of Tariff or Bureau Issued GRT.

Item 190 of GRT or any comparable item in an otherwise applicable intrastate tariff, will not apply.

2-7.5.1.4. Cost included in TSP's offer.

The cost of released value as defined in this provision will be included in the TSP's offer. Except as provided in Sections 2-7.5.2.2.and 2-7.5.3.2. TSP may not charge a Federal agency for full replacement value.

2-7.5.2. DOMESTIC.

2-7.5.2.1. Transportation.

2-7.5.2.1.1.

All domestic shipments moving pursuant to CHAMP, unless as otherwise noted in this RFO, are released at the base value of $6.00 times the net weight of the shipment in pounds applicable to both shipments in transit and SIT.

2-7.5.2.2. Employee's Increase in Base Valuation.

The employee has the right to increase the value in excess of the base valuation established by this provision and in accordance with the following.

2-7.5.2.2.1. Transportation.

In the event that the employee declares a value greater than the base valuation, a Full Value Protection Service Shipment Charge of $0.85 per $100 will apply on that portion of the valuation declared in excess of shipments released value of $6.00 times the weight.

2-7.5.2.2.2. Storage-in-Transit.

In the event that the employee declares a value greater than the base valuation, a Full Value Protection Service Storage Liability Charge of $0.18 per $100 will apply on that portion of the valuation declared in excess of shipments released value of $6.00 times the weight.

2-7.5.3. INTERNATIONAL.

2-7.5.3.1. Transportation.

All international shipments moving pursuant to CHAMP, unless as otherwise noted in this RFO, are released at a base value of $6.00 times the net weight of the shipment in pounds applicable to both shipments in transit and SIT.

2.7.5.3.2. Employee's Increase in Base Valuation.

The employee has the right to increase the value in excess of the base valuation established by this provision and in accordance with the following.

2-7.5.3.2.1. Transportation.

In the event that the employee declares a value greater than the base valuation, a Full Value Protection Service Shipment Charge of $0.85 per $100 will apply on that portion of the valuation declared in excess of shipments released value of $6.00 times the weight.

2-7.5.3.2.2. Storage-in-Transit.

In the event that the employee declares a value greater than the base valuation, a Full Value Protection Service Storage Liability Charge of $0.18 per $100 will apply on that portion of the valuation declared in excess of shipments released value of $6.00 times the weight.

2-7.6. GSA Industrial Funding Fee (IFF) (formerly Shipment Charge)

2-7.6.1. Amount of Charge.

The IFF is due on the total net transportation charges billable to the government excluding fees for SIT (to include first day of storage, each additional day of storage and pickup and delivery (drayage)). For Domestic shipments, the GSA IFF will be 2.50% of the household goods net charges (includes line-haul, accessorial, packing charges, fuel surcharges, etc.), excluding SIT charges, per shipment subject to the following provisions. For International shipments, the GSA IFF will be 1.50% of the household goods net charges (includes line-haul, accessorial, packing charges, fuel surcharges, etc.), excluding SIT charges, per shipment subject to the following provisions. GSA's IFF will be assessed only against the household goods element of the net transportation charge (excluding SIT). An IFF is not assessed against POV and UAB shipments unless an agreement has been developed.

2-7.6.2. Cost Included in TSP's Offer.

The cost of GSA IFF must be included in the TSP's offer.

2-7.6.3. First Shipment.

The first shipment of a relocation performed pursuant to the HTOS is defined as a surface shipment of HHG effects, shipment of a POV, or UAB, all or any one of which are tendered to the TSP by the shipping Federal Agency as the first component of a shipment for a relocating employee. On a multiple element domestic or international shipment at Government expense (either all or some combination of HHG, POV, or UAB), GSA's IFF will be assessed only against the household goods element of the net transportation charge (excluding SIT). An IFF is not accessed against POV and UAB shipments unless an agreement has been developed. If there are multiple HHG shipments, an IFF is assessed on each HHG shipment.

2-7.6.4. Supplemental Shipments.

A supplemental shipment of a relocation performed pursuant to the HTOS is defined as any surface shipment, including a POV, or UAB tendered to the TSP by the shipping Federal Agency after the tender of the first component of a shipment for a relocating employee. On a multiple element domestic or international shipment at Government expense (either all or some combination of HHG, POV, or UAB), GSA's IFF will be assessed only against the household goods element of the net transportation charge (excluding SIT). An IFF is not accessed against POV and UAB shipments unless an agreement has been developed. If there are multiple HHG shipments, an IFF is assessed on each HHG shipment.

2-7.6.5. Payment of Charge.

The TSP will remit the IFF to GSA on a calendar year quarter basis in accordance with the terms of the HTOS. IFF payments remitted to GSA by approved CHAMP TSPs will be based on the number of shipments billed pursuant to CHAMP for which service was performed. Calculation of the IFF should be rounded out two decimal points. (example: .345 rounded to .35; .322 rounded to .32)

2-7.6.6. Verification of IFF.

To ensure that the IFF is correctly applied to the calendar year quarter for which submission is received, the check or attached documentation must identify the quarter (i.e.1stqtr00, 3rdqtr00), and the GBL/BL number or include with the IFF submission a copy of the shipment report containing such information.

2-7.6.7. Failure to Submit IFF.

Failure to submit the Industrial Funding Fee due GSA for household goods shipments handled, will result in immediate placement of the TSP in temporary non-use status pending revocation of the TSP's approval.

2-7.7. Length of Storage-in-Transit.

Notwithstanding any other provisions of the GRT, the TSP must provide, when required, SIT at destination for shipments handled under the HTOS. SIT is defined as the holding of a shipment or portion thereof at or in the facilities or warehouse used by the TSP for storage, pending further transportation. A shipment may be held in SIT for a period not to exceed 150 days, unless extended by mutual agreement between the RTO and the TSP, after which time, liability as TSP shall terminate, the applicable interstate or international character of the shipment or portion thereof shall cease, the warehouse shall be considered the destination of the property, the warehouseman shall be agent for the shipper, and the property shall then be subject to the rules, regulations, and charges of the warehouseman.

2-7.8. Unpacking and Debris Removal - RESERVED.

2-7.9. Excessive Distance Carry.

Notwithstanding any other provisions of the Item 160 of the GRT, any reference to a distance of less than 100 feet will be construed as 100 feet.

2-7.10. Delivery Out of Storage-in-Transit.

Charges for pickup or delivery out of storage as provided in Item 210 of the GRT, will apply depending upon the location of the warehouse when the point of original pickup or delivery and warehouse are both located within the same municipality or within a distance of 50 miles or less. Any references to a distance of 30 miles will be construed as a distance of 50 miles.

2-7.11. Crating Services.

Regardless of possible use of a third party service for crating, crating services will be quoted, billed and paid as provided in the GRT. In the event that a third party is used to provide crating services and the charges are in excess of those provided in the GRT, the RTO has the authority to waive and negotiate the excess crating charges in whole or in part, based on the circumstances of the use of third party services.

2-7.12. Weight Variance.

In the event the actual shipment weight is greater than 115% of the premove survey weight, the TSP must notify the RTO or its designated representative prior to billing the Federal Agency of the original weighing and be prepared to justify the difference. In the event the TSP fails to notify the RTO or third party representative, the TSP stipulates that the agreed weight of the shipment will be 115% of the premove survey weight. In the event the TSP fails to adequately justify the difference between the actual and premove survey weights, the TSP stipulates that the agreed weight of the shipment will be 115% of the premove survey weight. The agreed weight shall take precedence over the actual weight for the assessment of transportation, accessorial, and storage-in-transit charges when based on weight. The RTO has the authority to waive this provision.

2.7.12.1. Verification of Weight Variance.

In order to apply the weight variance rule, it is recommended that a copy of the premove survey be included with the billing voucher and other documents.

2-7.13. Exceptions to Item 118 of GRT

The provisions of Item 118 of the GRT, Attempted Delivery to Residence from SIT, will not apply:

1) When the delivery is attempted after 5 PM or before 8 AM unless previously agreed to or requested by the shipper; or
2) When the delivery is attempted between the hours of 8 AM and 5 PM but at a time other than that previously requested or agreed to by the shipper; or
3) If delivery is not attempted or shipper is not otherwise contacted, within 90 minutes of the prearranged and agreed to delivery time.

2-7.14. Shipments of Unaccompanied Air Baggage

All unaccompanied air baggage shipments will be packed in Tri-wall containers measuring no more than 15 cube. All TSPs must have written approval from the BL certifying officer authorizing any exceptions to the Tri-wall measurements. TSPs who are invoicing for charges other than by gross weight must show the container cube and number of containers on the invoice before a prepayment audit is approved. Where gross weight exceeds volume weight, TSP must charge for gross weight.

2-7.15. Reweighing of Shipments Which Exceed 18,000 Pounds

Prior to the commencement of the unloading of a shipment weighed at origin which exceeds the 18,000 pound maximum weight allowance (effective August 1, 2011 a 2,000 pound packing allowance was added to account for weight of packing materials), the TSP shall reweigh the shipment at destination. This reweigh must take place at a supervised scale and be conducted by an authorized weigh master. The charges to the Federal agency shall be based on the lower of the two weights and copies of both sets of weight tickets shall be provided to the Federal agency prior to submitting the invoice for payment.

2-7.16. Non-Temporary Storage

Tender rates will apply into the TSP warehouse for non-temporary storage. Rates for monthly non-temporary storage per each hundred pounds and rates for full value protection per each $100 of value must be negotiated between the TSP and the federal agency.

2-8. Claim Settlement Penalty.

In the event that the TSP fails to settle a claim within 30 days after receipt due to TSP's failure, the TSP will pay a $30.00 per day penalty to the Federal agency. The total penalty shall not exceed $300.00. The RTO has the authority to waive the penalty in whole or in part based on circumstances of the delay.

2-9. Exception Status.

The following provision applies; accepted offers may be placed in an exception status and rates will be withdrawn from GSA Cost Comparison data base upon failure to meet HTOS requirements, pending temporary non-use, suspension and/or debarment. In those instances where shipment takes place after effective date of exception status, the TSP's offer(s) as indicated on this tender will apply and remain in effect until terminated as provided by RFO.

2-10. Extension of Offer by the Government.

The Government reserves the right to extend the expiration date of all or part of the rate offers accepted in accordance with the RFO for up to ninety (90) calendar days.

2-11. Rights Reserved.

2-12. Termination.

The following provisions apply in lieu of Item 20e, Optional Form 280.

(a) Accepted offers may be terminated and the TSP placed in a temporary non-use status by the Government immediately upon determination that a TSP has failed to satisfactorily respond to a show cause notice;

(b) Accepted offers may be terminated by the Government immediately upon the debarment or suspension of the TSP in accordance with 41 CFR 101-40.4;

(c) Except as provided in (a) and (b) above, accepted offers may be terminated at any time by either party hereto upon sixty (60) days notice in writing to the other. Termination under this clause shall not affect, or relieve any part of, any obligation or liability that may have accrued prior to such termination; and,

(d) Upon termination of the offer under (a), (b), or (c) above, or as provided in the HTOS, the TSP shall be paid any sum due the TSP for services performed under this offer to the date of such termination, and in the event of partial termination shall be paid in accordance with the terms of this offer for any services furnished under the portion of the offer that is not terminated; provided, however, any such payments shall be without prejudice to any claim which the Government may have against the TSP under the provisions of the HTOS or otherwise and the Government shall have the right to offset any such claims against such payment.

2-13. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT.

The Government, by written notice, may terminate all or part of the rate offer(s) accepted in accordance with the RFO, in whole or in part, when it is in the Government's best interest. If a rate offer(s) is terminated, the Government shall be liable only for payment for services rendered before the effective date of the termination.

2-14. Item 21, Optional Form 280.

By submission of a rate offer to the GSA in accordance with this RFO, the submitting firm agrees to and/or meets the terms and conditions of the Uniform Tender of Rates and/or Charges for Transportation Services, Optional Form 280, except as provided in RFO Section 2-12. In addition to the provisions of Item 21, Optional Form 280, the following provision applies: (5) on commercial bills of lading endorsed with the following legend, "Transportation under this tender is for the (name of specific agency) and the actual total transportation charges paid to the TSP(s) by the shipper will be reimbursed by the Government. This may be confirmed by contacting the agency at_____.