

**U.S. General Services Administration
Extended Storage
Tender of Service
(GSA XTOS)**

Centralized Household Goods Traffic
Management Program (CHAMP)

September 2017 Edition

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Section 1

Extended Storage Types and Charges

A. Charges & Services

1. Extended Storage

Extended Storage, also referred to as Non-Temporary Storage (NTS), is only provided under the scope of services for CHAMP, as identified in the Extended Storage Tender of Service (XTOS). Extended storage applies to domestic shipments in storage over 150 days and international shipments in storage over 180 days. If authorized, portions of a shipment may be drayed at one or more places of origin, destination or en route. This service must receive authorization from the Ordering agency as additional charges may apply.

a. Types of Storage

Submitted offers for the movement of HHG into extended storage must offer a price per 100 lbs. suitable upon incorporating the services identified.

Two levels of service are requested: basic extended storage and climate controlled extended storage.

Basic Extended Storage is the storage of personal property, including HHGs, within an approved warehouse.

Climate Controlled Extended Storage is defined as storage of personal property where the humidity levels & temperature are regulated.

Charges under the initial service order and all supplemental orders shall be computed at the rates listed on the TMSS query screen for extended storage. Pricing for the services under this XTOS will be based on the date services are ordered under the initial service order, unless otherwise noted by the Ordering agency.

B. Schedules of Services and Rates

1. Packing, Loading & Drayage

Charges shall be combined for packing, pickup, loading and drayage, and computed on the basis of the net weight of the lot including necessary cartons, packaging, packaging materials, crates for mirrors, pictures, table tops, etc. Fuel (for distances within 50 miles) and accessorial services shall be included within the cost of these services.

Packing and protection required by and incident to drayage, marking, disassembly of required items, tagging and inventorying for storage (includes flat wardrobes).

Drayage includes pickup at location, loading, weighing, drayage to warehouse and unloading onto warehouse platform

2. Warehouse Handling In

Includes handling in, labor and equipment required to place in storage from warehouse platform, wrapping for storage which is an addition to that required for drayage to TSP's warehouse and preservation of items for and during the storage period. Charges for warehouse handling will be computed as a one- time charge.

3. Storage

Monthly storage charges shall be billed and paid in accordance with the instructions from the Ordering agency, per computations as set forth below.

- b. Storage charges are payable for a calendar month, except one-half month's storage charge shall be paid on lots received for storage on or after the 16th day of a month and lots released from storage on or before the 15th day of a month.
- c. In the event a partial removal of a lot is made or destruction or loss occurs on or before the 15th day of a month, the TSP shall be paid one-half month's storage for the beginning weight and one-half month's storage for the remaining weight for that month. If the partial removal is made, or destruction or loss occurs, on or after the 16th day of the month, the TSP shall be paid a full month storage for the weight recorded at the beginning of the month. Charges for the succeeding month(s) shall be computed on the weight remaining in storage. Handling-out and handling-in charges shall be in addition to the storage charges.

4. Special Service

Special services will be itemized upon billing to the Federal agency. Special services include, but are not limited to upright wardrobes with minimum 18-inch bar (Cost each), inventory of high value items (cost per inventoried carton), special crating charges, 3rd party services, and shuttle service.

5. Delivery

Delivery will include loading at TSP's warehouse platform and drayage to destination, unloading, including the re-assembly of items disassembled for storage, recording overage, shortage or damage, as appropriate, accessorials and unpacking and placing in designated rooms in accordance with specifications. Delivery and handling out shall be ordered via a Bill of Lading through the direction of the Ordering agency.

- a. Charges for warehouse handling out during delivery will encompass services of handling out, labor and equipment required to remove property from the storage warehouse and prepare it for delivery to destination. Charges for warehouse handling out will be computed as a one-time charge, on the basis of per hundredweight of the shipment.
- b. Charges for delivery out of extended storage will encompass Section 17-1B of the GSA500A, for locations exceeding 50 miles from warehouse. Locations will be based on final delivery point and will be consistent with the rates currently on file for the delivery date.
- c. For shipments delivered out locally, within 50 miles of the warehouse, charges will include services for delivery out (including warehouse handling), fuel, accessorials and unpacking, and will be on the basis of per hunderweight.
- d. Delivery out of extended storage must be handled by a CHAMP TSP. In the event a different TSP (meaning different from the TSP that packed and drayed the shipment), delivers out of extended storage, the delivering TSP must perform and complete a delivery inspection form, citing any differences to condition of the goods. In the event there is loss/damage, the inspection report shall be used to assist with determining liability on the shipment.

6. Unpacking

Unpacking is defined as unpacking of all crates, cartons and boxes. Removing from owner's residence all empty containers, packing materials and other debris accumulated incident to and at the time of unpacking.

C. Excess Weight and Special Handling Charges

1. The Government shall not be liable for storage or service charges in connection with that portion of a lot which is in excess of weight limitations imposed by law or regulation or in connection with lots remaining in storage after the expiration of the period of entitlement of a customer to storage at Government expense. Charges shall be handled in accordance with instructions from the Ordering agency.
2. The TSP shall provide such special handling and additional protection as the customer may request. However, the charge therefore shall be a matter of independent agreement with the customer, and the Government shall not be liable therefore.
3. When the initial weighing of a shipment results in a weight which exceeds 18,000 pounds, the TSP MUST reweigh the shipment prior to the actual commencement of unloading the shipment for delivery to residence. If a reweigh is not performed, the TSP MAY NOT invoice for more than 18,000 pounds.
4. When a shipment is reweighed in accordance with Paragraph 3 of this Item, the lower of the two net scale weights shall be used for determining the applicable charges and copies of both sets of weight tickets must be submitted to the Agency responsible for the payment of the charges prior to invoicing for charges. The TSP may bill the Agency for the cost of the reweigh scale charge but no reweigh service charge will apply.

Section 2

Industrial Funding Fee Procedures

A. GSA Industrial Funding Fee (IFF)

1. Amount of Charge

The IFF is due on the total net transportation charges billable to the government and includes fees for the following services: packing, loading, drayage, accessorial charges, handling in charges, and first month of extended storage. The TSP shall submit the IFF due on all eligible XTOS shipments. The IFF shall be submitted within sixty (60) calendar days of the end of each calendar quarter. The amount of the IFF will be 3.5% for all shipments under this XTOS.

2. Cost Included in TSP's Offer

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

3. Remittance of GSA IFF

The GSA IFF will be remitted to GSA on the basis of shipments packed, identified in the XTOS Shipment Report Section 20 of this XTOS. The remittance must be transmitted by check.

a. Consolidation of IFF

IFF for extended storage shipments under the XTOS, and shipments handled under the HTOS, current RFO, may be consolidated. Upon submission, the type of services must be identified on the check register or an accompanying document. It must be clear what services are represented by the IFF.

b. Remittance by Check

Checks shall be made payable to GSA-GL474.1[SCAC]. The check register/memo line must identify the quarter (i.e. 1stqtr18) and the order number or include with the IFF submission a copy of the extended storage detail containing such information.

Checks must be mailed to:
General Services Administration

Miscellaneous Receipts for Non-Federal Claims
P.O. Box 979009
St. Louis, MO 63197-9009

Express delivery (i.e. FedEx, UPS, Airborne, etc.) should be sent to:
US Bank
Attention: Government Lockbox 979009
Mail Code #SL -MOC1GL
1005 Convention Plaza
St. Louis, MO 63101-9009

4. Failure to Submit Remittance

The failure to submit the remittance as required by this section and in accordance with the time frames established in Section 1.3.6 will result in the TSPs immediate placement in temporary non-use pending revocation of its approval to participate in the CHAMP/XTOS.

Section 3

Invoicing Procedures

A. Orders, Invoices and Payments

1. Orders for Extended Storage

Orders for Extended storage shipments may be requested on the Authorization for Extended Storage form (see Appendix A), or other suitable form supported and accepted by the Federal agency.

Federal agencies may contact a provider electronically, or via telephone, to schedule an extended storage shipment.

2. Timing of Invoices

Due to the nature of extended storage shipments, Federal agencies will determine and communicate to the TSP the time frame to invoice for its services. The first invoice, however, shall not be submitted greater than one year from the date services began.

3. Payment

The Federal agencies ordering extended storage services will establish their own procedures for the submission of TSP invoices. This may include requiring the use of electronic commerce systems that include fees paid by the TSP, or using the SF-1113 Public Voucher for Transportation Services. The TSP shall be responsible for complying with the agencies payment procedures.

4. Supporting Documentation

The Authorization for Extended Storage, or other suitable form used to order services, shall be submitted to the billing office specified on the order. Required supporting documentation may include, but is not limited to:

- Copy of the premove survey
- Weight tickets/reweigh tickets
- Authorizations for approval of additional services
- Advanced charges
- Miscellaneous charges
- DD Form 619, 619-1, or other comparable commercial form
- Original Bill of Lading or order for authorization of services

5. Application of Prompt Payment Act

The Prompt Payment Act, 31 USC 3901, et seq., applies to shipments transported under this XTOS.

Section 4

Pre-move Procedures

A. Pre-move Survey

1. On-site and telephonic surveys

- a. TSP must perform an onsite pre-move survey on extended storage lots within a fifty (50) mile radius of the warehouse facility designated for storage.
- b. For lots exceeding fifty (50) miles of the warehouse facility designated for storage, a telephonic pre-move survey may be conducted only with the authorization of the ordering Agency.

2. Conducting the Survey

Appointments shall be made with the employee or their authorized agent, and, if changes need to be made, timely communication is required. The survey will determine items to be shipped, approximate weight, and materials needed to pack and move the shipment into extended storage. All major items of furniture, appliances and equipment should be noted. Special packing materials needed for fragile items, flat screen televisions, front load washers and dryers or other special materials shall be noted. The scheduled dates for packing and pick-up will be determined at this time. Upon completion of the survey, the employee or their agent will be provided a signed copy of the pre-move survey including the TSP's estimated weight and other documentation.

3. Personnel

Personnel will be qualified to perform the assigned duties in the handling of personal property. They will be clean, neat and courteous. They will also be required to wear shirts in good repair with company logos. If at any time, they appear to be under the influence of drugs or alcohol, use abusive language, are disrespectful to government personnel either verbally or in writing, or otherwise improperly perform according to provisions herein, the Ordering agency may request to replace such personnel. No parolees, convicts, or prison labor permitted.

Section 5

Shipment Pickup and Delivery

A. Pickup and Delivery

Extended storage shipments shall be packed and moved from origin location to storage warehouse. The extended storage TSP is required to pick up personal property at locations designated on the order and dray them to the TSP's warehouse subject to the requirements specified. Clothing, mattresses, and fragile items, such as dishes, glassware, and lamps, shall be packed before being drayed. Items that do not require packing or crating may be moved in a loose condition and prepared for storage at the warehouse.

1. Establishing Pick-up Date

TSPs will be provided at least five (5) business days advance notice of the pickup date requirement. Under unusual circumstances, TSPs may agree, but are not obligated, to accept pick-ups on less than five (5) business days notice. When shipments are accepted with less notice, the TSP is obligated to the agreed pick-up date. If prearranged time of pickup cannot be met, the TSP is obligated to notify the customer & agency immediately.

2. Attempt by TSP to Pick-up or Deliver Shipment

When the TSP attempts pickup at residence on the date specified on the Initial Order for Extended Storage, and the customer/customer's representative is not available at the residence, the TSP, upon approval of the Ordering agency, shall be paid the drayage rate on a 500 pound shipment (minimum weight).

When the TSP attempts delivery at residence on the date specified on the Initial Order for Extended Storage, and the customer is unable to accept the shipment at residence, and the TSP returns the shipment to its warehouse, the TSP, upon approval of the Ordering agency, shall be paid the handling and delivery rate on actual weight.

Section 6

Property Withdrawal

A. Withdrawal of Property

1. Removal from Shipping Containers Prohibited

The contents of containerized shipments shall not be removed from the containers when placed into extended storage.

2. Identification of Items to be Withdrawn

Items for withdrawal from extended storage should be indicated by the employee or their authorized agent at the time of packing whenever possible. When the shipment has already been packed, inventory item numbers will be furnished by the employee to the Ordering agency who shall provide the information to the TSP.

3. Items That May be Withdrawn

Only complete cartons or item numbers on the inventory may be withdrawn. Individual cartons shall not be opened.

4. Ordering Partial Withdrawal

Partial withdrawal shall only be ordered by the Ordering agency who shall certify this order on the DD Form 619-1 or other comparable commercial form

5. Weight of Partial Withdrawal

The TSP is responsible for obtaining the weight of the portion withdrawn.

6. Billing for Partial Withdrawal

TSP shall bill for the partial withdrawal of property as directed by the Ordering agency.

Where partial removal of a lot is less than 100 pounds, no adjustment will be made in the remaining storage weight.

Section 7

Firearm Procedures

A. Firearms

1. Security

All firearms shall be protected from loss and damage during drayage and storage. It shall be identified on the inventory and stored with the bulk of the lot unless a separate secured storage area has been previously approved by the Ordering agency.

As a means of verifying that the firearm(s) were placed into storage in accordance with the XTOS, a TSP company official shall verify by sight that the firearm(s) were received at the warehouse and placed in storage. The official shall submit written certification to the Ordering agency listing the firearm(s) by make, model and serial number within 72 hours of shipment arriving at the warehouse indicating the firearm(s) were received at the warehouse and placed into storage, and maintain written certification of such in the customer's folder.

2. Action on missing firearm(s)

Upon discovery of a missing firearm, the TSP shall immediately notify the Ordering agency of the occurrence. TSPs may be placed in an ineligible status by the Ordering agency for each incident. If there are repeated occurrences of this nature, this may be cause for permanent disqualification against the TSP, such as temporary non-use, suspension, or removal from CHAMP. All firearms shall be inventoried as separate articles on the inventory showing the make, model, serial number, and caliber or gauge.

The TSP shall be responsible for ensuring that firearms are protected from loss, properly marked and stored in the center of the vault or bulk of the lot unless the Ordering agency has previously approved a separate secured storage area in writing.

Section 8

Destination Services

A. Destination

1. Unpacking

The TSP shall perform unpacking services as indicated on the Bill of Lading or order, and services shall be completed at the customer's residence between the hours of 8 am – 5 pm local time, unless prior approval is received. Approval for services which will be billed require approval of the Ordering agency. On a one-time basis, all boxes, cartons, and/or crates will be unpacked and the contents will be placed in a room designated by the property owner, e.g., kitchenware in the kitchen, unpacked and placed on kitchen counters, tables, or other flat surfaces. The unpacking will be performed at the time the property is delivered to residence unless specifically waived in writing by the customer at the time of delivery. The waiver will be held in the TSP's file for further reference. When unpacking services are ordered, they shall consist of the following:

- a. Unpacking all containers and placement of the contents in the room designated by the employee. Unpacking also consists of placing items in cabinets, cupboards, or on shelving in the kitchen when convenient and consistent with the safety of the items and proximity of the area desired by the employee. This does not include arranging articles in a manner desired by the employee.
- b. Removing from the customer's premises all empty containers, packing materials, and other debris accumulated incident to unpacking unless otherwise specifically requested in writing by the customer.

- c. Customer is authorized to retain all cartons and containers and may elect to surrender all or a portion of cartons and containers to the TSP at delivery. Debris removal of such cartons and containers for up to 30 days after delivery must be approved by the Ordering agency.

2. Debris Removal

(a) Debris removal is performed in conjunction with unpacking service and a debris removal charge will NOT APPLY for the cartons unpacked by the TSP at time of delivery.

(b) Debris removal charges apply when the Ordering agency requests the TSP perform debris removal service of unpacked cartons subsequent to the date of delivery and the service is performed. Charges for debris removal are considered labor charges in the prevailing GSA500A, and are based on the location of services.

Section 9

Extended Storage Conversion

A. Conversion from SIT to Extended Storage

Conversion from storage in transit (SIT) to extended storage may occur after the Agency storage authorization has expired. This will apply only if the Government is paying for the extended storage service. In no instance will the rates applicable to extended storage apply to employee paid extended storage.

B. Expiration of Extended Storage

When the Ordering agency determines that the customer is no longer entitled to storage of personal property at Government expense, the Ordering agency shall provide the TSP, in writing, a 30 day notification of such determination, for each lot as identified on the Initial Order for Extended Storage. A copy of this notification is provided to the customer. The Ordering agency shall also provide the TSP with the owner's permanent mailing address. At the expiration of the entitlement period, the Ordering agency shall deliver to the customer the ORIGINAL copy of the warehouse receipt and/or combination inventory-warehouse receipt for the personal property and the TSP shall thereafter recognize the customer as the depositor of the personal property and look to the customer for payment of such future charges not payable by the Government.

1. Delivery should occur on or before the expiration date, to avoid a lapse in liability. In the event a shipment is not delivered on or before the expiration date of extended storage, the Ordering agency must be notified promptly, and the employee shall be liable to the warehouse for the additional days goods are stored. The amount shall be prorated at full valuation coverage.
2. Charges and payments after the Government expiration period will be negotiated between the customer and the TSP/warehouse. Collection of monies due shall be an agreement between the customer and the TSP.
3. The Government shall be liable only for payment of charges resulting from the performance of services, furnishing of materials or facilities, as ordered by the Ordering agency.

4. The Government shall not be liable for storage or service charges in connection with that portion of a lot which is in excess of weight limitations imposed by law or regulation or in connection with lots remaining in storage after the expiration of the period of entitlement of a customer to storage at Government expense.

Section 10

Packing and Preparation of Shipment

A. Packing, Preservation, Pickup and Preparation for Drayage and/or Storage

1. Packing

All packing shall be performed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement and storage without damage to containers or contents and at a minimum of weight. Further, the number and weight of containers shall not be greater than necessary to accomplish efficient movement or storage. All containers must be properly sealed and/or secured.

- a. All finished surfaces whether wood, metal, or other material likely to be damaged shall be so protected as to prevent scratching and marring.
- b. The use of damp, wet, or unclean materials is prohibited.
- c. Care shall be exercised to prevent loss or damage of personal property during packing, and the TSP shall properly and amply protect property by utilizing proper protective measures and by stowing effects in a manner not likely to cause damage.
- d. For movement or storage, all fiber drums or dish packs shall be properly and clearly marked to indicate "TOP", "THIS END UP", or similar markings, and shall be so handled and placed.
- e. In the absence of any general or specific requirements or contract provisions, the services shall be performed in accordance with the best commercial practices.

Unless a specific item is contained within its own section of this document, packing requirements should remain consistent with standard industry practices. Items that do not require packing / crating may be moved in a loose condition & prepared for storage at the warehouse. This should be indicated on the inventory form.

2. Disposition of Containers and Packing Materials.

All containers, cartons, and filler material required for packing and protection incident to movement shall remain with each lot until unpacking is performed at destination residence.

3. Preservation of Items for Storage

Care shall be exercised to prevent loss or damage of personal property in process of packing, and the TSP shall properly and amply protect property by utilizing proper protective measures and by stowing effects in a manner not likely to cause damage. Insecticides or repellents shall be used to provide constant protection for all materials made wholly or partially of wool and other materials subject to insect damage.

- a. Rugs, rug pads and carpets, in addition to an application of insecticides or repellents when appropriate, shall be placed in individual dust-free cylinders or bags/covers of proper length or individually wrapped in 60 pound Kraft-type wrapping paper and secured with tape or twine. However, when rugs, rug pads, or carpets are stored in cold storage rooms, or in fumigated rug rooms that are sealed against entrance of dust and escape of fumigants, wrapping is not required. Rolled rugs, pads and carpets shall be stored in rug tubes which shall be so constructed that items shall not be bent. Rugs, pads or carpets shall not be folded for drayage or storage. Rust-free wire tags or other suitable identification labels not injurious to the fabric indicating the lot number, item number and owner's name shall be affixed to the rug and the outside container or wrapping. The warehouse location of rugs, rug pads and carpets shall be recorded as prescribed in Section 11 paragraph D (3).

All rugs, rug pads and carpets shall be properly rolled (not folded) and protected at residence whenever necessary to provide safe transportation. All rugs, rug pads and carpets will be placed in individual dust-free cylinders, bags/covers of proper length or individually wrapped in 60 pound kraft-type wrapping paper and secured with tape or twine. All rugs and carpets will be stored in tubes in a horizontal position without folding or crushing any portion of the rug, carpet, or pad. If rack storage is used, rugs cannot be stacked more than two high and no items can be stacked on top of rugs.

- b. Upholstered furniture, in addition to the application of insecticides or repellents when appropriate, shall be placed in individual containers or covered by prefabricated covers of paper or plastic, or individually wrapped in 60 pound Kraft-type paper and secured with tape, twine or equivalent, or shrink wrap materials. When clear plastic coverings are used, care shall be taken to prevent fading or bleaching of materials. When such articles are stored in fumigated rooms or in individual containers that are sealed against entrance of dust and escape of fumigants, wrapping is not required. Items will be identified as required in provision of Section 11 paragraph D (3).
- c. Items, other than those listed above, susceptible to insect damage shall be stored in suitable, sealed containers, protected with insecticides or repellents.
- d. Pianos and organs shall be stored separately whether "open" or pallet storage is employed by the TSP. Such instruments shall be shrouded in 60 pound Kraft-type paper, or in cloth; insecticides or repellents shall be placed near the felts. Care shall be taken to store such instruments in areas of the warehouse where changes in humidity and temperature are at a minimum. When fumigated piano storage rooms that are sealed against the entrance of dust and escape of fumigants are used, the above specifications shall not apply. Identification will be in compliance with Section 11 paragraph D (3).
- e. The TSP shall be responsible for ensuring that all chemicals used for repelling insects or vermin do not have a harmful effect on any of the stored property.
- f. The TSP shall take all necessary measure for prevention of mold or mildew and shall maintain periodic inspections as frequently as necessary to prevent damage to personal property in storage.
- g. Warehouse will not show evidence of insect and/or rodent infestation.
- h. Motorcycles shall be placed upright, fully covered, and wrapped in a protective material with nothing touching or pressing on it and may be stored in a separate area of the warehouse. Identification will be in compliance with Section 11 paragraph D (3).

- i. Lawn mowers and other power driven equipment shall be stored in an upright position at the base of the shipment. If stored in a separate area of the warehouse, identification will be in compliance with Section 11 paragraph D (3).

B. Charges for Crating Services

Crating services will be quoted, billed and paid as provided in the GSA500A tariff or in the prevailing Request for Offers (RFO). If a third party is used to provide crating services and the charges are in excess of those provided in the GSA500A tariff or the RFO, as identified, the office that issued the Initial Order for Extended Storage, or the RTO has the authority to waive or negotiate the excess crating charges, in whole or in part, based on the circumstances of the use of third party services.

C. Protection of Residence Floors & Protection for Buildings

A substantial cover for flooring and carpeting in the employee's residence will be provided during packing, loading and delivery to prevent scratching, gouging, marring or soiling the floor or carpet of the residence. The TSP shall furnish padding or other protective material for the interior of the buildings, including elevators, for the duration of the move under this XTOS.

D. Appliance Servicing

1. Each appliance prepared at origin residence shall be prepared to safely withstand drayage, handling-in, extended storage, and drayage to destination residence. Servicing shall apply to major household appliances which have free-moving parts, mechanisms, attachments, or accessories, the movement of which, if not properly serviced, would either damage the appliance or render it inoperative. Such servicing shall be in accordance with recommendations of the equipment's manufacturer. Examples of such appliances are washing machines, dryers, ironers, refrigerators, sewing machines, stereo systems, and other similar major appliance items. Servicing includes securing all loose and moving parts of washing machines (to include front load washers), ironers, sewing machines, and similar items; securing the chassis of radio and hi-fi/stereo sets; and fastening motors.

When property is drayed to residence, servicing includes loosening chassis and similar functions necessary to place the appliance in an operating condition. Servicing does not include repairing the mechanical parts of the appliance at origin or when delivered to residence. Any and all servicing shall be the TSP's responsibility, whether such servicing is accomplished by TSP or by a third party servicing activity approved by the agency.

2. The TSP is not authorized to remove or install television antennas; air conditioners; handle plumbing, electrical, or carpenter services, etc. When an appliance has been serviced at origin, such appliance shall be tagged, labeled, or clearly marked to indicate what must be done to replace the item in working condition at destination. In the event that servicing is not required, as per manufacturer's recommendation, a tag or label shall be affixed to indicate "no servicing required".
3. Nothing shall be packed in washers, dryers, refrigerators, freezers, stoves, or other major appliances except such items as electrical cords, connecting hoses and similar items which are required as an integral part of the appliance in its normal operation. The TSP shall take necessary measures to protect the interior parts of refrigerators, deep freezers, and similar items to prevent damage by mold or mildew during the storage period.

E. Special Servicing

Articles of an unusual nature may require special servicing for safe transportation and storage. The approval for servicing these articles will be negotiated between the Ordering agency and the TSP prior to

performance. When it is determined by the Ordering agency that these articles require special handling which the TSP is unable to perform, the Ordering agency may authorize the TSP to utilize a professional third party and/or an hourly rate may be used as a basis for the performance of such services. Authorization and payment for the required services will be shown on the Initial Order for Extended Storage. The agreed upon services and cost of these services will be noted on the TSP's invoice. The TSP's invoice will include the third party's paid billing as the substantiation of costs.

F. Special Requirements

1. Books

Books shall be placed in cartons or boxes. All books of similar size shall be packed vertically together in rows. Pads of solid or corrugated fiberboard shall be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill out the carton or box and to prevent chafing. Books normally shall be packed not more than two rows high in a container.

2. Chinaware, Glassware, Crockery, Lamps, Clocks, Jardinieres, Statuary, Vases, and Bric-a-Brac

Use of a clean packing material or other modern method of packing (cell wrap, cell pack, or cells and dividers), is required for the packing of glassware, china-ware, bric-a-brac, table lamp bases, and other similar fragile items. Wrapping and materials used shall be in accordance with the best commercial practices for the items being packed. Items shall be wrapped separately, except groups of flat items may be wrapped in bundles if properly divided and cushioned. The heaviest items shall be placed in the bottom of the containers. Fiber drums, dish packs, and other containers shall be packed as compactly as possible. Padding shall be pressed gently but firmly around each item and as many pieces shall be put in a container as safely possible. Any surface or edge of an article that is fragile must be protected with cushioning. Stemware shall be packed in containers bottom side up, and bundles of plates and dishes shall be placed in containers on edge.

3. Electrical or Electronic Equipment - Audio/Video Equipment, Microwaves, Fans, Heaters, Portable Stoves, Sunlamps, Vibrators, and Similar Minor Appliances

When necessary to protect electrical equipment for safe transportation or storage, such equipment shall be completely wrapped in kraft-type paper or unicellular polypropylene foam and packed in a carton with enough padding to provide insulation necessary to prevent contact between articles of one article with another and to eliminate movement of any one article in the container. When packing is not necessary, the items shall be properly wrapped or padded for protection.

4. Kitchenware

All kitchenware shall be packed and padded into containers. The heavier items shall be kept to the bottom of the container.

5. Linens, Draperies, Clothing and Like Items

Linens, towels, bedding, draperies, and other items of this type shall be packed into cartons which shall be completely sealed at residence. Clothing shall not be stored in closet bags. Flat wardrobe cartons shall be furnished for clothing unless the PPSO authorizes the use of upright wardrobes. When upright wardrobes are used, no articles other than clothing on hangers shall be packed therein. Hangers must be removed from clothing packed in flat wardrobes.

6. Mirrors, Pictures, Paintings, Glass or Marble Table Tops, and Similar Fragile Items

These articles shall be wrapped, properly cushioned, and packed in a crate or container (glass or mirror pack, dish pack) specifically designed for that purpose. When it is determined that crating is required, the TSP must obtain approval of the Ordering agency before performing such services. No more than four articles shall be packed in any one crate or container. Specifications for packing mirrors are applicable to glass tops, glass faced pictures, and paintings. Such items shall be stored on edge. Marble table tops shall be packed separately. Small pictures, mirrors, and other items of this type shall be packed carefully into cartons, and cushioned to prevent shifting or damage.

7. Lampshades, Ornaments, Toys, Etc

All lampshades, ornaments, small toys, and other items easily crushed shall be wrapped and placed in cartons and shall be insulated from carton walls and from other items. Lampshades shall be wrapped individually with clean paper (not newspaper), or new unicellular polypropylene foam, placed in cartons, and cushioned to prevent shifting or damages.

8. Silverware

Silverware shall be packed in cartons of proper size to fit articles being packed without loss of space. Each item shall be wrapped with non-tarnish tissue paper (without sulphur) and appropriate pads shall be used to insulate and secure pieces in place. Cream pitchers, sugar bowls, and similar items shall be wrapped and cushioned in corrugated fiber cartons prior to being packed. Any items containing salt shall be emptied.

9. Mattresses

All mattresses, except those in hide-a-beds and/or sofa beds (see paragraph 10 below), regardless of size or construction, including box springs, must be placed in cartons of appropriate sizes and completely sealed at residence. All cartons used, including those improvised on site, shall be new and have a minimum bursting strength of 200 pounds per square inch. Foam rubber and cotton mattresses shall be stored horizontally and not under pressure from other items.

10. Upholstered Furniture

Upholstered furniture, to include wicker and wood frame with cushions, shall be placed right side up on all legs, on racks in special rooms or areas or in suitable containers so that nothing touches or presses against the upholstery. Mattresses shall not be removed from hide-a-beds and/or sofa beds which close in such a manner as to offer adequate protection; otherwise, they shall be removed and stored in accordance with paragraph 9 above, and the inventory annotated accordingly. Removable cushions shall be stored with the master pieces.

11. Rugs

All rugs, rug pads and carpets shall be properly rolled (not folded) and protected at residence whenever necessary to provide safe transportation. All rugs, rug pads and carpets will be placed in individual dust-free cylinders, bags/covers of proper length or individually wrapped in 60 pound kraft-type wrapping paper and secured with tape or twine. All rugs and carpets will be stored in tubes in a horizontal position without folding or crushing any portion of the rug, carpet, or pad. If rack storage is used, rugs cannot be stacked more than two high and no items can be stacked on top of rugs.

12. Phonograph Records, Transcription Tapes, Video Cassettes, Computer Diskettes and Compact Disks

These items shall be packed and stored in such a manner that the records, tapes, cassettes and disks are standing vertically and protected so as to prevent physical damage.

G. Handling Requirements and Preparation of Articles

1. Articles having surfaces subject to damage by scratching, marring, or chafing shall be wrapped, at the time of loading, in furniture pads, covers, or other acceptable wrappers which are part of the regular equipment.
2. All nuts, bolts, and screws removed from personal property in preparation for drayage or storage shall be placed in a suitable bag, properly labeled and securely attached to the article from which removed. Component parts of a master item, removed for any reason, shall be securely wrapped into package form, identified as to contents, numbered and cross-referenced on the inventory to the master item from which removed.

3. All articles shall be removed from chests of drawers, bureaus, clothes hampers, etc., and packed in appropriate containers prior to drayage. However, for lots identified as pending overseas movement, light non-breakable items may be packed in dressers, bureaus, and similar items. Articles/items which are packed in dressers and chests must be light in nature, non-breakable and of a character not normally susceptible to pilferage. Further, the chest/dresser must be of a reasonably sturdy construction to accept the additional weight packed therein without undue stress being placed on the chest/dresser which may cause damage. When articles are determined to meet the above criteria and packing within a chest/dresser is acceptable, the packed articles must be wrapped/cushioned to prevent shifting and movement during transit. As minimum unprinted newsprint or other acceptable cushioning materials will be placed over the articles remaining in the chest/dresser and all void areas will be filled. Additionally, when articles remain in chests and dressers, the Household Goods Descriptive Inventory and/or warehouse receipt will be annotated to clearly and accurately describe the contents. The inventory will be further identified as TSP packed.
4. Articles such as garden tools, coil springs, television antennas/satellite dishes, etc., not subject to deterioration by dust need not be wrapped, but corrugated paper or other suitable material shall be used to separate these articles from finished articles in the same lot.
5. The employee shall ensure that power-driven equipment has been drained of all gasoline at residence. The extended storage TSP shall tag or label to verify that no gasoline is present. Oil does not require removal. The member shall remove all batteries, except for those lots identified as remaining in storage for less than one year. However, whenever the battery remains in the piece of equipment the cables must be disconnected from the battery terminals and the cable ends must be taped.

H. Professional Books, Papers, and Equipment

Professional books, papers, and equipment shall be identified by the customer and packed separately from personal property. These items must be clearly identified, listed separately from other personal property on inventories and packing lists, and the containers must be weighed separately from the rest of the storage lots and the total weight of these items properly annotated on the appropriate documents. When actual weight of professional books, papers, and equipment cannot be obtained, the Ordering agency may authorize the use of a constructive weight of 40 pounds per cubic foot and the TSP shall annotate the inventory to indicate constructive weight.

I. Expensive and Valuable Items

When items are declared by the customer to be expensive and valuable and the customer determines the services as provided for herein are not adequate, special handling shall be provided at the request of the customer and additional charges, if any, for such special handling shall be at the expense of the customer. If the customer requests insurance coverage, the TSP shall inform the customer how such coverage may be obtained.

J. Impractical Operations

1. Nothing in this section requires the TSP to perform any linehaul service or any pick-up or delivery service or any other service from, to, or at any point or location where, through no fault or neglect of the TSP, the furnishing of such services is impractical because:

- a. The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- b. Loading or unloading facilities are inadequate;
- c. Any force majeure, insurrections riot, civil disturbance, strike, picketing, or other labor disturbance would -
 1. Subject operations to unreasonable risk of loss or damage to life or property;
 2. Unreasonably jeopardize the ability of the TSP to render drayage or any other service from or to or at other points or locations;
- d. Local, state or Federal restrictions, regulations, or laws prohibit performance of such services.

When service is impracticable for reasons stated in this rule, and service can be completed through the employment of a third party, the Ordering agency may order such service.

- a. Shuttle Service: Shuttle service is defined as a truck to truck transfer. Except as otherwise provided, shuttle service charges apply at the point where the service is performed and include the cost of the shuttle vehicle and labor required to perform the shuttle service. Other additional services may apply depending on the circumstances and conditions at the pickup or delivery locations.
- b. If the conditions of Impractical Operation (Section 10, Paragraph J above) occur and, in the opinion of the TSP, constitute the need for shuttle service, the TSP must submit a request in writing to the Ordering agency identifying the reason(s) why shuttle service is needed. The request must then be approved in writing by the Ordering agency prior to the performance of shuttle service. Once approved in writing by the Ordering agency, the TSP will use or engage smaller equipment than its normal linehaul equipment or provide extra labor for the purpose, if possible, of transferring the shipment between the origin or destination address and the point of transfer (which may be the TSP's nearest warehouse or storage facility) TO OR FROM the TSP's linehaul equipment.

If shuttle service is approved and performed in accordance with this provision, the TSP must submit the following documentation when billing for shuttle service:

- Copy of the request submitted to the Ordering agency as to why shuttle service was requested;
 - Copy of the written approval from the Ordering agency approving the use of a shuttle;
 - Copy of the document containing the signature of the Owner specifically identifying that shuttle service was performed; and
 - Additional documentation verifying that the shuttle did occur (an additional loading/unloading took place), which could include:
 - Equipment rental receipts, if appropriate; or
 - Dispatch logs identifying the equipment and driver that were used to perform the transfer to or from the TSP's linehaul equipment, with dates; or
 - Weight tickets from a larger vehicle and not the smaller vehicle; or
 - Reweigh ticket if one was requested.
2. If the owner does not accept the shipment or any part thereof at the nearest point of safe approach by TSP's road equipment to the destination address, the TSP may place the shipment, or any part thereof that was not delivered, into storage. The responsible Ordering agency must be informed of such action prior to placement in warehouse.
 3. Charges to cover the drayage of shipment, or part thereof, from point where it was originally tendered to warehouse location will be computed on the basis of the weight of the shipment or that part of the shipment stored in warehouse to include delivery out.

K. Removal or Placement of Property from or to Inaccessible Locations

The owner is responsible for removal or placement of property from or to attics, basements, and other locations, and to make property available to the TSP where the location of property and goods to be shipped or delivered:

- (1) Is not accessible by a permanent stairway (does not include ladders of any type);
- (2) Is not adequately lighted;
- (3) Does not have a flat continuous floor

Section 11

Storage and Facility Provisions

A. Storage Area and Facilities

It is the TSP's responsibility to ensure the warehouse it uses for extended storage shipments maintains liability insurance consistent with commercial practices, or uses an approved DOD or DOS certified warehouse. The TSP shall ensure extended storage locations adhere to the following requirements:

1. The facilities or warehouses used by the TSP for extended storage shipments shall be commercial facilities or warehouses used by the TSP or its agent in the normal course of business for receipt and storage of household goods. The use of trailers, vans, public warehouses, and self-storage units is prohibited.
2. Storage facilities or warehouses must not be in or near a flood plain area.
3. Shipments shall not be placed at a location in excess of fifty (50) miles from the origin municipality and shall be at the TSP's nearest available facility, unless approved by the ordering agency.
4. Storage facilities or warehouses used by the TSP must be contained within domestic areas, including Alaska. No international extended storage is authorized under the terms of the XTOS.
 - a. Areas assigned for preparation and storage of personal property shall be such as to prevent pilferage or damage by sunlight, heat, water or fire. Personal property shall be stored in areas that are dry, clean, free from dust, vermin and rodents, have adequate fire protection, and be accessible for routine inspection.
 - b. Minimum clearance above stacks, width of aisles, accessibility of fire aisles, distribution of fire extinguishers, etc., shall be in accordance with existing local ordinances, the National Fire Protection Association codes, recommendations and standards and other nationally recognized codes and standards, whichever is more rigorous.

- c. Care shall be taken to ensure that personal property is not exposed to hazardous materials or operations inside or outside the warehouse. Flammables/combustibles will be kept in closed metal containers when stored in the warehouse. Ammunitions are not authorized to be stored with any shipments. All combustible material outside the facility must be stored a minimum of 20 feet from the building, i.e., vaults, containers, trailers and vehicles. Severe hazards, as determined by the Ordering agency, may require further movement and/or a safety certification by the servicing fire department. Local conditions that prevent 20 feet clearance will also require a fire safety certification from appropriate local authorities. Containers (vaults) that have been packed by customers without inspection or inventory by the TSP so as to ensure that hazardous materials are not present, shall not be stored within facilities approved under this XTOS. TSPs will document their inspection, with a date, signature and shipment information. This information will be available for the Ordering agency to review to ensure compliance.
- d. "No Smoking" signs shall be conspicuously posted in all storage areas and smoking restrictions shall be rigidly enforced. Smoking is prohibited during all phases of the storage program. This includes in the warehouse, around warehouse door areas, during the loading or unloading of vans and at any time that smoking would endanger the personal property.
- e. Waste or refuse shall be kept in metal containers with tight-fitting metal lids.
- f. Docks, aisles, driveways, and entrances shall be kept free of storage and equipment not being currently handled or operated.
- g. Heating, electrical, plumbing and other systems shall be in good working order, maintained in sound condition and meet all requirements of local ordinances or nationally recognized codes. Extension cords shall not be used in the warehouse, except a heavy duty cord may be used to operate hand held power equipment/machines while in use.
- h. The operation and/or garaging of all power equipment within the warehouse, with the exception of forklifts, pallet jacks, sweepers, or other items specifically authorized by the Ordering agency or the cognizant fire department, is prohibited. Warehouses must be operated in accordance with nationally recognized codes and standards (American Insurance Association, National Fire Protection Association, American Standards Association, etc.). In addition, local codes and standards will be adhered to. Gas pumps and other fuel storage shall meet all provisions of the local ordinances and nationally recognized codes and standards, whichever are more rigorous. Electrical storage batteries shall not be recharged in the warehouse unless proper procedure, in accordance with all local and national fire codes and standards, has been taken to prevent explosion from the gas generated.
- i. Automatic sprinkler systems require inspection by a licensed or qualified sprinkler maintenance contractor on a quarterly basis, within a 90-day period in accordance with National Fire Protection Association, etc. A licensed contractor shall be required where state or local authorities license such contractors. Fire detection and reporting systems require inspection of the electronic monitor by a licensed or qualified contractor on a monthly basis, within a 30-day period.
- j. Fire extinguishers shall be inspected and serviced at a minimum annually, and properly mounted in accordance with applicable fire codes. All gas or electric warehouse handling equipment must be equipped with the proper type fire extinguisher.

B. Use of a Facility for the TSP's Convenience

Nearest Available Facility Rule

Should the TSP use a more distant facility instead of its nearest facility for its own convenience, storage charges will be based on the nearest available DoD or DOS approved facility. The nearest available

approved storage facility is defined as that TSP's facility which has DoD and/or DOS approval, has space for the shipment, and is accepting Federal civilian non-DoD traffic from the TSP.

C. Storage Facilities

1. The TSP shall complete pickup and drayage services ordered on the date specified on the Initial Order for Extended Storage for such services and shall proceed in compliance with provisions of the XTOS. The TSP shall begin performance of handling-in services upon arrival of the property at the warehouse, to include placing the property within the facility, and shall complete placing the property within the facility no later than three (3) working days following the date of pickup. Items waiting for the completion of handling-in services will be protected at all times. When the TSP chooses to allow the personal property to remain on the truck until the next working day it will be held liable for any loss or damage occurring during this time without regard to cause. The TSP shall have three (3) working days from the date of pickup to complete the remaining handling-in services. The TSP shall begin performance of handling-out services as ordered; however, the TSP shall be given advance notice of at least five (5) working days.
2. The TSP shall treat each lot placed in storage as a separate entity for the purpose of separation, identification, and delivery and shall otherwise comply with all applicable laws and regulations with respect to separate identification.
3. The TSP shall furnish to the Ordering agency within seven (7) working days after receipt of each lot of personal property the applicable weight certificates, with an original copy and one copy of a nonnegotiable warehouse receipt for each lot stored. The warehouse receipt shall, in addition to the information required by applicable law, contain the following: (1) customer's name; (2) customer's mailing address as provided in the service order; (3) order number/service order; (4) inventory description of household goods; (5) net weight determined; (6) location of warehouse, as shown on the inventory form; (7) lot number; (8) notation of any overage, shortage, or damage; (9) liability in accordance with this XTOS; and (10) first and last inventory item numbers and total number of inventory items. The use of a legible combination inventory-warehouse receipt form is acceptable if the form contains all the information required by applicable laws. When storage or other services are at Government expense, the provisions of the service order shall govern in the event of any inconsistency between the service order and XTOS compared to the warehouse receipt. For this purpose, the term "inconsistency" is extended to include any provision of a warehouse receipt which is in addition to, or in excess of, the provisions of a service order or this XTOS.
4. In the event that, after coming into the custody of the TSP, personal property is stolen, lost and/or damaged during attempted theft, lost and/or damaged as a result of fire (including water damage incident to a fire), flood, earthquake, tornado, or any other similar type of occurrence, or if the property is subject to the probability of loss and/or damage so that without preventative measures being taken, loss and/or damage is likely to result, the TSP shall immediately notify the Ordering agency by the quickest means of communication, and the TSP shall take immediate action to protect the property from further loss and/or damage. The Ordering agency shall immediately conduct an investigation into the circumstances surrounding the incident to determine the responsibility for the incident and/or release of such responsibility on the part of the TSP. The Ordering agency reserves the right to award/not award any business during the period of the investigation.

- a. The TSP shall immediately, at its own expense, proceed to unpack all affected containers, boxes, cartons, etc. The TSP shall take such steps as are necessary to properly dry items which are wet or damp. The TSP shall submit within ten (10) working days, or such longer period as the Ordering agency may authorize, in writing, a report, at no cost to the Government, of the loss and/or damage to each item or article listed on the inventory or warehouse receipt. In addition, the TSP shall, as directed by the Ordering agency, accomplish dry cleaning, laundering, oiling finished surfaces with appropriate furniture oil, and other similar preventative measures, and repack and restack the items for continued storage. Reimbursement, if authorized by the Ordering agency, to the TSP for work done in conjunction with avoiding or mitigating damages due to disasters covered by this provision shall not exceed actual costs and shall include no direct or indirect element of profit to the TSP. The TSP shall maintain a complete record of all labor and material (by lot) used in carrying out these duties and responsibilities. In no event will the Government be financially responsible for any costs included in TSP's insurance coverage for which the insurance carrier assumes the responsibility for payment.
 - b. Costs incurred by the TSP incident to the performance of the services directed by the Ordering agency shall be borne initially by the Government subject to a final decision by the Ordering agency, of the TSP's liability. The TSP shall not dispose of any damaged items or articles except with the written approval of the Ordering agency.
 - c. No action taken by the Ordering agency under this provision shall in any way constitute a waiver of the liability imposed hereof upon the TSP who shall continue to be liable in accordance with the provisions thereof as if no action had been taken under this provision, nor shall it be deemed to constitute a waiver of any other liability imposed by law or by any of the other provisions of this XTOS.
 - d. In any other cases of shortage or damage to personal property while in its possession, custody, or control, the TSP shall, without additional cost to the Government, furnish to the Ordering agency a complete report of the incident within five (5) working days, following the detection and/or occurrence.
5. Whenever a change in business organization or corporate structure (e.g., stock sale/transfer, name change, officer change, or sale) is anticipated or planned, the TSP shall notify the Program Management Office (PMO) in Kansas City, and the Ordering agency immediately, but in no event later than 30 days prior to effecting the change. The TSP agrees to notify the PMO and the Ordering agency, in writing, immediately when changes (e.g., bankruptcies, foreclosures, warehouse seizures, levies, search warrants, etc.) occur which may affect performance.
 6. The TSP shall not release personal property from storage during the storage period except upon the written authorization of the Ordering agency.
 7. The TSP shall ensure that each warehouse used for these extended storage shipments contains warehousemen's legal liability insurance or is an approved DOD or DOS certified warehouse. A copy of the Certificate of Insurance must be furnished to the Ordering agency upon its request. The Certificate of Insurance must identify coverage of personal property stored at the extended storage warehouse in addition to the items listed below. Omission of requirements contained within this paragraph may result in a TSP's extended storage rates being removed from the TMSS database.

- a. Warehouse must maintain coverage in force for property accepted by the TSP under authorization for any Government agency;
 - b. Maintain valuation coverage in minimum limits of \$6.00 per pound at each location.
 - c. Provide a 30-day advance written notice to the Ordering agency in the event of cancellation or any material change and/or reduction in the coverage. Upon cancellation of the present insurance policy, the TSP and/or warehouse must provide evidence of continuing insurance to the Ordering agency at least 10 days prior to the cancellation date of present policy;
 - d. Maintain deductibles in any policy which are applicable on an occurrence basis and which do not exceed \$100.
 - e. Maintain Warehousemen's Legal Liability Insurance with an underwriter who maintains a policyholder's rating of "A" or better in the current issue of Best's Insurance Guide. An underwriter to meet the required criteria may execute a Reinsurance Assumption Endorsement.
8. The TSP shall store personal property only in facilities approved by the Ordering agency. The TSP must provide the following storage facility information:
- a. Location (Street Address, City, State, Zip Code)
 - b. Fire Class
 - c. Weight Limit
 - d. Warehouse NO/Code
- Note: At no time shall the total weight stored exceed the weight in pounds authorized for each location for government storage lots. In order to ensure that limits indicated for each location are not exceeded, a record will be maintained for each location reflecting the number of lots and total weight of lots stored by the Government.
9. In cases where an insurance carrier of the customer, or TSP, assumes responsibility for the cost or makes payment to the TSP for any or all of the preventative measures, the expenses of which are to be borne by the Government, the TSP shall, as soon as practicable, notify the Ordering agency thereof. Where payment has already been made by the Government, the TSP shall, in accordance with the direction of the Ordering agency, reimburse the Government to the extent that the insurance carrier has made payment.
10. The TSP shall, without additional expense to the Government, be responsible for obtaining any necessary operating authority, licenses and permits prior to entering into a binding agreement and for complying with all laws, ordinances, statutes and regulations in connection with the furnishing of the services herein.

D. Locator System and Lot Identification

The warehouse shall maintain an up-to-date locator system which will permit the prompt identification and location of each lot and individual items required to be stored separately.

1. An acceptable system requires the following minimum control data for the pallet/box locator sheet: Owner's Name, Lot Number, Date in and Type of Storage, Pallet/Box Number and Location. All pallets/boxes must have an assigned, distinctive number.
2. It is recommended the warehouse maintain a numbering system for control of items by inventory number within each pallet/box.
3. Segregated items, such as rugs, rug pads, upholstered pieces, pianos, organs, oversized items, lawn mowers, garden tractors, tillers, bicycles, TV antennas, satellite dishes, ladders, tires, motorcycles, boats, will have an identity tag reflecting the owner's name, lot number, and item number. This tag will be fastened to the item by rustproof wire, string, or plastic.

4. The master locator sheet, reflecting all information on the pallet/box locator sheet and in addition, Service Order Number, each Pallet/Box Number and its location and a list of segregated items and location, will be kept in the office jacket file. A duplicate copy of the master locator sheet will be kept in either the warehouseman's files, if physically maintained in the warehouse, or affixed to a pallet/stack if warehouse files are not maintained. The TSP must also receive a duplicate copy.

E. Warehouse Security

The warehouse shall have established protective procedures for the facility to ensure the adequate safeguards have been taken to preclude unauthorized access. Particular attention shall be given to doors, exterior door hinges, windows, skylights, roof vents, cupolas, metal side panels, etc., to ensure that they do not permit simple entry on the part of unauthorized persons. Specific procedures are to include:

1. Warehouse employees within their area of responsibility must be counseled on the importance of security and shall be made aware of specific security procedures established by the warehouse for each storage facility.
2. Movement of outsiders within a warehouse shall be closely controlled and monitored by the warehouseman and/or its employees.
3. Two keyed locking mechanisms are required on all warehouse access doors, with keys issued to authorized employees only. An electronic detection system, approved by the Ordering agency, may be substituted for one of the required locking mechanisms. Electrically operated overhead doors must also be secured with two locking devices or an electronic detection system and one keyed locking mechanism.
4. Access walk-in doors, warehouse doors and warehouse/office windows which would permit warehouse entry by breaking glass panes, requires installation of heavy metal mesh or bars, or installation of an approved electronic detection system.
5. The doors on all closed vans will be secured with heavy duty (case hardened) padlocks or surface key locks.

Section 12

Inspection

A. Inspection of Transportation

1. The Government has the right to inspect and test the TSP's services, facilities, and equipment at all reasonable times. The TSP shall furnish Government representatives with free access and reasonable facilities and assistance required to accomplish their inspections and tests.
2. The TSP is required to provide and maintain an inspection system acceptable to the Government covering the services under the XTOS. Complete records of all inspections are to be maintained and made available to the Government during the performance of services.

B. Inspection of Facilities and Operations

The Ordering agency and the PMO will have the right to review and inspect the facilities and operations of any TSP. The inspections will determine if the equipment, facilities, operations and personnel are adequate and capable of performing the services required by the Government. The inspections will validate that TSP operations have been performed in accordance with the provisions of this XTOS and the requirements of the Federal ordering office. The authorized representatives may inspect the TSP's

facilities and operations at the TSP's main facility, at the residence of the employee, or at the warehouse or any other facility of the TSP during regular office hours and at any time that work is in progress.

C. Inspection of Shipping Containers

The warehouseman has the right/authority to inspect contents of all containers. In the event the contents of a containerized shipment contains illegal or items liable to damage the shipment, the warehouseman shall advise the Federal agency, and seek authorization to remove such items from the containers when placed into extended storage.

D. Corrective Action

When authorized representatives determine that facilities, equipment, or services do not meet the terms, conditions, or specifications prescribed by this XTOS, the provider shall cooperate fully to promptly correct the deficiencies by taking appropriate action at no additional cost to the Government.

The provider must notify the ordering agency Government representative in writing within 15 calendar days, indicating deficiencies have been corrected. If a shipment must be relocated to a new warehouse, the TSP and Ordering agency may negotiate charges based on the relocation of property.

Section 13

Inventory Procedures

A. Inventory

1. In conjunction with the customer, the TSP shall prepare an accurate, legible inventory (an original and two (2) copies) listing of all items received, including contents of cartons in general terms such as dishes, linens, etc., bearing the signature of the customer and the TSP, both certifying to the correctness of the inventory. The listing of articles shall be specific to include make, model, color, and serial number when these are visible on the outside of the item. If a serial number is not available, annotate inventory with "No Serial Number". Such words as "household goods/personal property" or other general descriptive terms shall not be used. The "Exception Symbols," and "Location Symbols," as shown on the Household Goods Descriptive Inventory must be used to describe the conditions, such as marred, scratched, soiled, worn, torn, gouged, and the like. Ditto marks and other types of lines, arrows, etc. shall not be used.
2. All Professional Books, Papers, & Equipment will be identified as such on the inventory, together with the cube and weight of the container; a line entry for each container (e.g., carton, 6 cubic ft., 150 lbs.). All PBP&E items identified by the employee will be separated from other items of the shipment. When it is impossible or impractical to weigh the PBP&E, a constructive weight, based on 40 pounds per cubic foot, will be used.

3. The listing of upholstered furniture and rugs shall be specific as to color, description (striped, floral, etc.), and number of cushions or approximate rug size. All washers, dryers, major electrical appliances and audio-visual equipment will include make, model, and serial number. All firearms shall be inventoried as separate articles on the inventory showing the make, model, serial number, and caliber or gauge. Motorcycles shall be inventoried as one article, listing its serial number, make, model, year, and mileage when easily available and open to view on the exterior of the item. A standard commercial form must be used to annotate descriptive information and condition of the motorcycle. The employee has the obligation to remove all the gasoline and the battery from a motorcycle prior to pickup for storage. Also, to lubricate the gas tank interior, carburetor, control cables, and drain the radiator system. Oil does not require removal. Keys will remain with the extended storage TSP, in the file, to facilitate handling and movement. Upon release from storage, the key will be placed in a suitable bag and affixed to the handle bars of the motorcycle. For lots identified as pending overseas movement the battery may remain in the motorcycle. However, the member must disconnect and tape the ends of the battery cables.
4. The TSP must use a standard commercial inventory form to meet the inventory requirements.
5. The inventory shall show: (1) TSP's name and mailing address; (2) destination completed to identify and locate the warehouse(s) in which the lot is stored; (3) customer's name; (4) pickup address; (5) service order number; (6) lot number; (7) page number and number of pages; and (8) total number of items covered by the inventory.
6. A legible copy of the completed inventory shall be furnished to the customer at the time of pickup. The original shall be furnished to the Ordering agency and a legible copy retained by the TSP. When a combination inventory-warehouse receipt is used, the original and one copy will be furnished to the Ordering agency and the TSP shall retain a legible copy. In the event that, upon checking the lot into the warehouse, items are discovered which were omitted from the inventory at residence, they shall be added to the original and annotated as additional items not shown on the copy furnished at time of pickup.
7. When the storage TSP handles a lot out for Carriage, the TSP will furnish the Carriage driver with a legible copy of the extended storage inventory and will, in conjunction with the Carriage driver, check each item out of the storage lot in accordance with such inventory. If, at the time each item is checked out, there is a difference in the condition of the items from that listed on the extended storage inventory, the Carriage driver will prepare an exception sheet noting any shortage/overage, or differing conditions, cross referenced to the original TSP's inventory. If no new damage or loss is discovered, an exception sheet will be prepared stating "no differences noted", signed and dated by the warehouseman and driver. When the Carriage driver elects to make a new inventory, any differences as to shortage/overage or conditions, not listed on the original inventory, will be shown on an exception sheet as described above. In the event the opinion of the Carriage driver and the TSP's representative differ as to shortage/overage or condition, both opinions will be listed on the exception sheet and separately identified as to source. Both the TSP for Carriage and the TSP's representative will sign and date the exception sheet, each retaining a legible copy for their files. Such exception sheet will remain an internal industry document. In the event a claim is filed, the TSP for Carriage and/or TSP will furnish legible copies of the exception sheet to the concerned claims parties. The TSP shall also furnish a legible copy of the Exception Sheet to the Ordering agency when requested.

B. High Value Items

Unless specifically authorized by the ordering agency, the inventory prepared in accordance with this section will not contain a listing of high risk items.

For those items separated and identified as expensive and valuable items by the customer or the customer's agent, and authorized by the Ordering agency, a detailed inventory will be prepared by the

TSP and certified by the customer or the customer's agent. This special high value inventory will become an addendum to the total inventory bearing the signature of the TSP or the TSP's representative. Items contained on this inventory must be stored in a secure area. The listing of expensive and valuable items in cartons will be in specific terms such as: "8 silver forks, 8 silver spoons, 1 silver ladle."

High value items are limited to silverware and silver service sets, crystal, figurines, furs, objects of art, computer software programs, manuscripts, comic books, baseball cards, and other collectable items or rare documents that have a value in excess of \$100 per pound.

Items under this paragraph which require specialized storage not offered under the terms of this XTOS will be at the owner's expense.

Section 14

Weight Procedures

A. Vehicle Specifications

Closed furniture vans will be used when draying personal property for extended storage. The interiors thereof shall be clean, dry, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed, and shall be provided with a sufficient quantity of clean pads, covers, and other protective equipment to ensure safe delivery of the personal property. The tailgate of vans shall not be used for hauling of personal property unless specifically authorized in advance by the Ordering agency. When tailgate loading is authorized, the load shall not extend beyond the surface of the tailgate or above the top exterior surface of the vehicle and must be adequately protected against damage. If approved by the Ordering agency, pallet-van packing may be used in lieu of closed vans provided protection is afforded against inclement weather and pilferage. Upon approval, containers moving by flat-bed equipment in local pickup or delivery service will be covered with a waterproof tarpaulin or other material providing equal protection, when local weather conditions dictate. This waterproof tarpaulin will cover the cargo on the top and sides down to the vehicle bed and all surfaces of the overhang. In any event, such protective covering will be available in local pickup or delivery services. All equipment shall be in safe mechanical condition.

B. Determination of Weight

TSPs will determine the weight of each extended storage shipment prior to assessing any charges dependent on the shipment weight. The weight shall be obtained on a scale approved by the appropriate regulatory authority for use in determining the weight of HHG shipments except as otherwise provided in this section.

C. Weighing Procedure for HHG

Except as otherwise provided in this section, the weight of each shipment will be obtained by determining the difference between:

- The tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of the same vehicle after the shipment is loaded, or
- The gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.

Shipments may be weighed on a certified platform or warehouse scale prior to loading for transportation or after unloading.

TSPs may use platform scales to obtain tare and gross weight of containerized shipments.

If no certified scale (U.S. Government or State) is available at origin or any point enroute, or at destination, a constructive weight of 7 pounds per cubic foot, of properly loaded van space, may be used, upon pre-approval by the ordering agency.

1. **If the shipment weighs in excess of the employee's authorized allowance, the agency will notify the TSP when it may move the shipment. This time will not be counted against the allowable transit time, and payment will be authorized for any additional storage.**

D. Items Included in Weight

At the time of either weighing, the vehicle will have installed or loaded all pads, dollies, hand trucks, ramps and other equipment required in the transportation of each shipment. Neither the driver nor any other person shall be on the vehicle at the time of either weighing. TSPs will bill for the net weight of a HHG shipment described on the Initial Order for Extended Storage. The net weight will consist of actual goods plus special wooden crates (when approved by the agency), cartons, barrels, fiber drum and wardrobes used to pack linens, books, bedding, mattresses, lampshades, draperies, glassware, chinaware, bric-a-brac, table lamp bases, kitchenware and other fragile articles and the necessary wrapping, packing and filler material incident thereto. The net weight will include a separate weight for designated Professional Books, Papers and Equipment (PBP&E). Nothing else will be included in the net weight.

E. Net Weight of Containerized Shipments

In determining net weight on containerized shipments, TSPs will include in the tare weight all padding material, e.g., paper pads, cloth blankets or any wrapping material used as a substitute for cloth blankets, and blocking and bracing material used for a TSP's convenience to protect and secure a shipment.

F. Fuel Tanks on Vehicle

The fuel tanks on the TSP's vehicle will be full at the time of each weighing. If the tare weighing is the first weighing performed, no fuel may be added to the vehicle's tank until after the gross weight is obtained.

G. Detaching Equipment

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

H. Multiple Shipments

In the case of multiple shipments or partial loads on the same vehicle, the vehicle will be weighed under the same procedures for the initial tare weight. As each shipment is loaded, a gross weight ticket will be obtained. The gross weight for the previous shipment will subsequently become the tare weight for the next shipment.

I. Weight Tickets

The TSP shall obtain a separate weight ticket for each weighing required under this item except one weight ticket may be used to record both weights when both weights are obtained on the same scale. Every weight ticket shall be signed by the person performing the weighing and must contain the following minimum information:

- The complete name and location of the scale
- The date of each weighing

- Identification of the weight entries thereon as being the tare, gross or net weight
- The company or TSP identification of the vehicle
- The name of the employee of the HHG as it appears on the Initial Order for Extended Storage
- The TSP shipment registration or tender number.

The original weight ticket or tickets relating to the determination of the weight of a shipment shall be retained by the TSP as part of the file on the shipment. All invoices presented to collect any shipment charges dependent on the weight transported shall be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.

J. Weight Variance

In the event the actual shipment weight is greater than 115% of the pre-move survey weight, the TSP shall notify the RTO prior to billing the Federal agency. This notification will include the actual weight and pre-move survey weights. The TSP shall be prepared to justify the difference.

In the event the TSP fails to notify the RTO, the TSP stipulates that the constructive weight of the shipment shall be 115% of the pre-move survey weight. In the event the TSP fails to adequately justify the difference between the actual and pre-move survey weights, the TSP stipulates that the constructive weight of the shipment shall be 115% of the pre-move survey weight. The agreed constructive weight shall take precedence over the actual weight for the assessment of extended storage charges when based on weight. The RTO has the authority to waive this provision.

A copy of the pre-move survey shall accompany the billing voucher and associated documents when the weight variance rule is applied.

K. Reweighing of Shipments

Prior to delivering a shipment to final destination and after the authorized period of extended storage, the TSP will reweigh the shipment and provide a copy of the reweigh ticket to the agency. In the event that the original weight ticket does not match the reweigh ticket, the TSP must base the delivery charges on the lower of the two weights. Reweighing of the shipment must be performed on a scale different from the one on which the original weighing occurred.

1. Right to Observe Reweigh

The Government or its representative, or any other person responsible for payment of the charges has the right to observe the reweighing of a shipment. The TSP shall advise the Ordering agency, or any other person entitled to observe a reweighing, of the time and specific location where the reweigh will be performed and shall give that person a reasonable opportunity to be present.

2. Applicable Weight When Reweigh Performed

When a shipment is reweighed in accordance with this XTOS, charges will be based on the lower of the two net scale weights. In the event the reweigh information is not available at the time of the TSP's initial submission of its invoice, the TSP may either present a supplemental billing adjusting the transportation charges or adjust supplemental billings to reflect the reweigh weight.

3. Charges for Reweigh

The TSP may bill the Government for the cost of the reweigh scale charge but an original copy of the scale charge invoice shall be included with the billing. No reweigh service charge will apply.

Section 15

Liability for Care of Property

A. TSP Liability for Loss or Damage

TSPs providing extended storage services, pursuant to the provisions of this XTOS, shall offer full replacement value protection for each shipment. This includes all services encompassed with an extended storage shipment furnished by a TSP for which the TSP assumes liability for loss and damage. This will not exceed the full replacement value of the items transported.

B. Increase in Basic Released Value

Should the employee elect to specify a released value different from that specified on the Initial Order for Extended Storage, after the Initial Order for Extended Storage has been issued but prior to the date of pick-up, the TSP should have the employee contact the RTO and request an amendment to the original Initial Order for Extended Storage indicating the desired valuation.

C. Exceptions to TSP Liability

Overall Exceptions

The TSP is not responsible for loss or damage caused by:

- Acts of God, public authority or negligence of the employee and/or employee's agent
- Hostile or warlike action in the time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, including by any government or sovereign power (de jure or defacto), or by an authority maintaining forces or by an agent of any such government, power, authority or forces
- Any weapon of war employing atomic fission or radioactive force whether in time of peace or war, including contamination attributable to effects of radioactive or fissionable materials
- Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade
- Strikes, lockouts, labor disturbances, riots, civil commotion, acts of person or persons taking part in such occurrence or disorder
- Inherent vice of the article or infestations by mollusks, arachnids, crustaceans, parasites or other types of pests, fumigation or decontamination when not the fault of the TSP
- The TSP shall not be liable for pre-existing damage
- The TSP shall not be liable for intangible property, securities, or for the sentimental value of an item

The burden of proof shall be on the TSP to show that the immediate cause of the loss or damage was one or more of the exceptions listed above which relieved it of liability.

The exclusions listed above will not apply if the TSP's own negligence significantly contributed to the loss. However, if the TSP, after giving written notice to the appropriate government transportation office, or electronic or written notice to the owner, identified a potential risk of loss or damage to the shipment from one or more of the above causes, and is instructed by the government or the owner to proceed with such storage and/or delivery, notwithstanding such risk, the TSP shall not be liable for the loss attributed to the risk.

D. Government Custody

Except as provided below with respect to concealed loss or damage, the TSP shall not be liable for loss or damage when the TSP can reasonably establish that such loss or damage occurred while the shipment was in the effective custody and control of the Government.

E. Extent of TSP's Liability

Liability for Non-Vehicular Personal Property

Except when loss or damage arises out of causes beyond the control and without the fault or negligence of the TSP, the TSP shall be liable to the United States Government or the employee for the loss of or damage to any article in an amount not to exceed the released value of any article over which the TSP has control or custody. Custody on the part of the TSP shall be considered to begin at the time performance of service commences and shall continue until services are completed. This includes, but is not limited to, all times while the property is being:

- Packed
- Picked up
- Loaded
- Transported/Drayed
- Stored
- Unloaded
- Unpacked
- Delivered
- Serviced by a third person hired by the TSP to perform the servicing.

F. Non-Vehicular Property Loss and Damage

Subject to the general provisions stated above and in the event personal non-vehicular property is lost or damaged, the measure of damages for a shipment to be delivered within the United States, including Alaska, shall be repair or replacement not to exceed the replacement value of the property at the point of destination in the United States, including the cost of transportation and delivery of the property, to the employee at the destination residence. Replacement value must be based on replacement of the property with property of comparable kind and quality.

G. Duty to Mitigate Loss

If a loss or damage occurs to a shipment from one of the excluded causes listed in Exclusions from Liability, above, the TSP may still be liable for additional damage that results from its failure to take reasonable steps to mitigate the extent of the loss. For example, if a shipment is damaged by water from a flood or hurricane, the TSP, as soon as practical, should attempt to clean and dry the items, rather than allow further damage (e.g., rust, warping, or mildew), to develop from prolonged exposure to dampness. In some cases, the responsible transportation office may direct the TSP to undertake specific mitigation work, or may authorize payment for mitigation work, subject to later determination of whether the government or the TSP will be liable for the cost. The cost of any such mitigation efforts that are not paid for by the government will be deducted from the TSP's maximum liability for loss or damage.

H. Time Frames for Filing of Claims

The TSP will not be liable for loss or damage unless the owner files a timely claim directly with the TSP or with the Ordering agency within the timeframes specified below.

The specific timeline and steps for filing a claim are as follows:

1. At Delivery: Owner and TSP will review and sign the Notice of Loss/Damage/AT Delivery form, or comparable commercial industry form, provided by the TSP if there is any Loss or Damage evident at the time of delivery.
2. Within 75 days of Delivery: Owner may submit the Notice of Loss and Damage AFTER Delivery form, or comparable commercial industry form, provided by the TSP. Owner may also file a written or electronic claim with the TSP to be eligible for FRV.

- a. Burden of Proof When Notice is Given - If the employee provides written notification of the discovered loss or damage within seventy-five (75) calendar days after delivery, the TSP shall bear the burden of proving that it did not cause the loss or damage. If a claim for concealed loss or damage is filed more than seventy-five (75) calendar days after delivery and the TSP received notice of all or some of the loss or damage within that period, the TSP shall bear the burden of proving that it did not cause the loss or damage for which it received notice.
 - b. Burden of Proof When Notice Is Not Given - If the employee files a claim for concealed loss or damage and the TSP did not receive notice of any of the loss or damage within the seventy-five (75) calendar day period, the employee will bear the burden of proving that the TSP caused the loss or damage.
3. If a claim is not completely settled after 30 days, owners may transfer the claim to the appropriate Ordering agency.
 4. Concurrent with CHAMP and the Federal Management Regulations 102-118.460. Time Limits on Actions Taken by the Federal Government Against TSPs: Agencies have the right to file loss and damage claims up to 6 years from delivery. If the claim is filed after 75 days from delivery but before 6 years from delivery, the burden of proof is on the owner/agency to verify that the loss/damage occurred while in the TSP's possession.

I. Liability for Repair/Replacement

On claims where the TSP is liable, the TSP liability is as follows:
From date of delivery to 75 days after delivery -

1. For items that are damaged but not destroyed, the TSP will, at its option, either repair the items to the extent necessary to restore them to their original condition when received by the TSP, or pay the owner for the cost of such repairs.
2. For most items that are destroyed (i.e., the repair cost exceeds replacement cost) or lost, the TSP will, at its option, either replace the lost or destroyed item with a new item, or pay the undepreciated replacement cost of a new item. New items should, to the greatest extent possible, be from the same manufacturer and should be the same make and model as the item that was lost or destroyed. If the TSP cannot find a new item that is the same as the item that was lost or destroyed, it may replace the item with one of comparable qualities and features. However, for lost or destroyed items that are parts of sets, such as a silver service, crystal glasses, or china, the TSP may replace the lost item with a like item that matches the rest of the set. Likewise, some items, such as collectable figures (e.g., Hummel and Lladro), collectable plates, collectable dolls, baseball cards, antiques, comic books, coin and stamp collections, and objects of art, cannot be properly replaced with new items because it's value is based, in part, on the fact that it is no longer made and is no longer available for purchase as new items. For this type of item, the TSP may replace the lost or destroyed item with the same or comparable item or pay the replacement cost of the item.
3. Replacement cost is based on the replacement cost at destination. It includes any shipping charges and sales tax. However, the TSP is not required to pay shipping charges and/or sales tax in excess of \$10 on a claim until it receives proof that the charges and taxes were actually paid.
4. The government will have the normal six years specified in Title 28, United States Code, Section 2415, to resolve the claim or file suit.

J. Liability for High Value Items

1. The TSP's legal liability for loss or damage to high risk items shall be the same as for any other property lost or damaged. Unless covered by a high risk program established in accordance with Section 13.B, a TSP's liability for high risk items shall in no way be limited to a value less than that established under the terms of the level of service stated on the authorization or Bill of Lading.
2. A high risk program limiting a TSP's liability for loss of or damage to high risk items may only be established with the approval of the RTO and be evidenced by a written agreement setting out the terms and conditions established by the shipping Federal agency. The mere issuance of a BL to a TSP with a pre-existing high risk program is not sufficient to incorporate the terms of such high risk program into the Government's contract of carriage.

K. Liability for Real Property Damage and Inconvenience

The TSP shall be liable for any damage sustained to the premises or real property of the employee caused by the TSP, its agents or employees.

Payments by the TSP to an owner for inconvenience claims will not be deducted from the TSP's maximum liability for loss or damage, but are a separate liability.

L. Full Replacement Value (FRV) Liability

When the owner files a claim with the TSP within 75 days of delivery, the TSP is liable for the Full Replacement Value (FRV) of any lost or destroyed items subject to the limits of liability stated above.

When FRV applies to a shipment that includes an item such as motorcycle, the TSP's maximum liability for the vehicle(s) shall be the value stated in the current issue of the N.A.D.A.'s Official Used Car Guide for such vehicle(s), adjusted for mileage and other factors considered in the guide. However, if either the owner or the TSP has obtained an appraisal of the item from a qualified appraiser, settlement will be based on the appraised value rather than the book value.

For personal watercraft, pianos, organs, firearms, objects of art, all-terrain vehicles, and snowmobiles, the TSP may replace the item with a comparable used item or pay the fair market value replacement cost, because these are large, expensive items that are not part of the typical shipment and have an active, widespread secondary market.

Replacement cost is based on the replacement cost at destination. It includes any shipping charges and sales tax. However, the TSP is not required to pay shipping charges and/or sales tax in excess of \$10 on a claim until it receives proof that the charges and taxes were actually paid.

M. Liability for Delay

The TSP shall be liable for the inconvenience and extra expense caused to the employee and to the Government if the employee is required to obtain temporary quarters due to the TSP's failure to pick-up or deliver the household goods shipment in accordance with the instructions provided by the RTO, the employee, or his authorized representative. Equipment failure, actions by other TSPs or agents, and illness or error by persons in its employ or in the employ of its agents, among others, are considered within the control of the TSP and may not be used as a basis for denying a claim for damages due to delay.

N. Liability for Prohibited Items

When a TSP undertakes the shipment of items prohibited by law or regulatory bodies which are injurious or contaminating to the shipment, the TSP shall be liable for loss or damage resulting from its failure to decline such items.

O. Liability for Missing Articles

If the missing articles are not found within thirty (30) calendar days from the date of shipment delivery, items shall be presumed lost by the TSP and payment to the employee will be made upon the filing of a claim without dispute.

In the event the missing articles are located subsequent to claims action by the employee or the Government, the TSP shall hold the articles at the point of location, notify the RTO, and await disposition instructions. When articles/items are returned to the employee, any claims which have been paid in favor of the employee shall be readjusted in the TSP's favor.

P. Employee Failure to Verify Inventory

The TSP shall not deny liability for property loss or damage solely on the basis that the Government, the employee, or the employee's authorized representative failed to verify the origin or destination inventories. This provision does not apply to high value/high risk items.

Q. Claims for Loss of or Damage to Personal Property

Claims for loss of or damage to personal property stored pursuant to this XTOS must be filed with the TSP by the shipping Federal agency, provided, however, that with the approval of the shipping Federal agency, the employee or his/her authorized representative may file the claim on behalf of the employee and the Government.

R. Claims for Damage to Real Property

Claims for damage to real property belonging to the employee at the time of shipment or subsequent thereto must be filed with the TSP by the shipping Federal agency, provided, however, that with the approval of the shipping Federal agency, the employee or his/her authorized representative may file the claim on behalf of the employee and the Government.

S. Inconvenience Claims

Inconvenience claims may be filed with the TSP by either the employee or the Government. When the claim is filed by the employee, the TSP shall be liable for the reasonable costs incurred by the employee in excess of those reimbursed to the employee by the Government.

When the claim is filed by the Government, the TSP shall be liable for the reimbursement made by the Government to the employee for the temporary quarters obtained by the employee.

T. Inventory Correctness

When a claim is asserted for loss of an article, either contained in a carton or as a stand-alone item, and it is not specified on the inventory, the item shall be construed as present and the TSP shall not contest a claim for the missing item, unless the TSP can establish that the inventory was a complete listing of all items in the shipment and that the article was not received by the TSP.

Section 16

Claims

A. Claims Settlement

The TSP shall acknowledge a claim in writing within ten (10) calendar days and shall make every attempt to settle the claim within thirty (30) calendar days of receipt.

B. Settling Property Loss or Damage Claims

The TSP shall satisfy a claim by repairing or replacing the property lost or damaged to the extent of TSP liability with materials of like kind, quality, and condition at time of acceptance by the TSP. Repair or replacement will also be construed to include payment of cash.

In the event that estimates of repair costs are obtained by the employee, either on his/her own or at the request of the TSP, the estimator's cost to furnish such estimates shall be reimbursable to the employee. However, if the terms of the estimate provide that the cost of the estimate will be deducted from the cost of repairs when repairs are completed, the TSP's liability will not exceed the cost of repairs.

C. Delays in Settlement

If the claim cannot be processed and disposed of within thirty (30) calendar days after receipt thereof, an additional thirty (30) calendar day period will be available for settlement of the claim. The TSP shall, at that time, advise the claimant and the agency in writing or electronically of the status of the claim and the reason for the delay in making final disposition. The TSP shall retain a copy of such advice to the claimant in its claim file.

D. Claim Settlement Penalty

If the TSP does not settle the claim within thirty (30) calendar days after receipt, the TSP shall pay a \$25.00 per day penalty to the Ordering Agency. The total penalty shall not exceed \$250.00. The agency RTO can waive the penalty in whole or part depending on the circumstances.

E. TSP Failure to Settle

Failure to make settlement within the initial thirty (30) calendar day period (or the maximum sixty (60) calendar day period if proper notice is given) shall be construed as a refusal by the TSP to settle the claim. If a TSP fails to settle a claim in the time allowed or to its legal liability as determined and to the satisfaction of the employee, the Federal agency paying the costs of the shipment, Ordering Officer and RTO are authorized to make a determination of TSP liability for:

- Equitable adjustment for incomplete or non-performance of services
- Loss of or damage to real and personal property.

In making these decisions, the RTO should interview the TSP and the employee or authorized Representative and review the TSP's settlement offer (if any), and all supporting documentation. Upon review, the RTO will determine the propriety of the settlement or, when appropriate, direct the TSP to resettle in the amount or amounts determined to be proper by the RTO.

No claim shall be denied due solely to TSP's lack of opportunity to inspect property prior to repair when the nature of the damaged item, such as a refrigerator, washer, dryer, or television, required immediate repair.

Section 17 Setoff

Failure to make settlement within the initial thirty (30) calendar day period, or the maximum sixty (60) calendar day period shall be construed as a refusal by the TSP to settle the claim and as an admission of its liability to the full extent of the law and this XTOS.

If the TSP refuses to settle a claim, the agency RTO or Program Manager can initiate action to collect the money due from the amount owed the TSP.

Section 18

Government Liability

The United States Government (or other US Government agencies assuming effective custody) will be liable to the TSP for damage to or loss or destruction of liftvans/vaults due to negligence of the Government, reasonable wear and tear excepted.

Section 19

Limitation of Action - Claims for Property Loss or Damage

The time frame for the filing of claims for property loss and damage shall be in accordance with the laws of the United States of America, the terms and conditions of the XTOS, and the applicable Initial Order for Extended Storage.

Section 20

Management Reports

Upon request, the TSP shall provide reliable, automated management reports to each participating agency. These reports may be used to support billing to the agency and must present detailed transaction data to include at a minimum, name of employee, length of time the property is in storage, itemized services provided, etc. Agencies may establish different format and data requirements.

A. Reports to the Program Management Office (PMO) - Extended Storage Shipment Report

The TSP shall furnish to the Program Management Office (PMO) a quarterly report of shipments billed to the Federal Agencies during the previous quarter on shipments handled under the XTOS.

- The report should contain a listing of all Centralized Household Goods Traffic Management Program (CHAMP) extended storage (XTOS) shipments. For purposes of this report, use the shipment packing date for including shipments within this report.
- The Shipment Report shall be submitted within sixty (60) calendar days after the end of each calendar quarter.
- All shipment reports for the XTOS shall be filed in TMSS. No negative reports are required.
- If a report needs to be corrected, the TSP is authorized to remove the incorrect information and submit a corrected report. Methods for submission and correction are identified in Paragraphs C and D below.

B. Electronic Media Reports

Reports shall be submitted using electronic media via TMSS. Hard copy (i.e., paper) reports will not be accepted. In those instances where hard copy reports are submitted to the PMO, it will be considered the same as a failure to submit. Electronic media reports shall be transmitted between the dates indicated below of each calendar year:

Quarter	Months	Submission Period
1st	Jan - March	April 1 thru May 31
2nd	April - June	July 1 thru August 31
3rd	July - Sept	Oct 1 thru Nov 30
4th	Oct - Dec	Jan 1 thru Feb 28 (29)

C. Instructions for Submission

To file an extended storage shipment report, begin by logging into TMSS with a valid User ID. Click on the new module located in the left margin labeled: TSP XTOS Reporting

On the next screen, input the items below into the data entry fields:

- ❖ SCAC: Select the SCAC. For Rate Filing Service Providers, a list of SCACs will be available to select from.
- ❖ Stor Loc (i.e. Storage location): From the drop down list, select the state where the shipment is stored.
- ❖ Reference #: Enter a TSP reference number for the shipment. Can be up to 15 numbers which identify the XTOS shipment.
- ❖ Weight: Enter the weight of the shipment, up to 5 digits.
- ❖ Dt of packing: Select the date of packing from the pop-up calendar. If packing continued into additional days, enter the last day.
- ❖ Dt into Ext Stor: Select the date the shipment went into extended storage.
- ❖ Stor Typ – From the drop down list, select either Extended or Climate Controlled Storage
- ❖ Rpt Yr/Qtr: From the drop down list, select the appropriate calendar year and quarter in which the shipment is being reported. This field is based on the packing date, for determining the proper calendar year/quarter.
- ❖ Amt Invoiced: Enter the total amount invoiced to the agency for the XTOS shipment during the quarter. (include decimal points, i.e. 530.75)
- ❖ Agy FAIC: Enter the agency's new 10 digit FAIC code.
- ❖ Emp Last Name: Enter the employee's last name, up to 45 characters.

Once all information is entered, click on the "Create" button. This will submit your entry for reporting the XTOS shipment.

D. Viewing and Editing Reports

For Rate Filing Service Providers, select the SCAC that you would like to view/edit. Once the SCAC is selected, the list of XTOS reports filed under the selected SCAC will appear in the bottom window.

Select the report by clicking on the employee's last name, which is underlined. The information within the report will populate the data entry fields. Make any edits to the report within the data fields. Once edits have been made, click on the "Update" button.

E. Definitions of Other XTOS Reporting Selections

- List: The option "List" will list all XTOS records entered by the TSP based on the selection made (such as Storage Location State, Date of Packing, etc).

- Create: The option "Create" will add a brand new XTOS transaction entry into the TMSS system. Once this selection is made the information will be stored in the TMSS database.
- Update: The option "Update" will enable the user to pull the transaction (listed in the lower window) into the data entry field line to make modifications to a previously submitted report.
- Delete: The "Delete" option will enable the user to remove the transaction once it has been selected and appears in the data entry line.
- Generate/Download: The red button labeled "Generate" will allow the user to prepare a downloadable file based on the information contained within the data entry fields. After "Generating" the file, the "Download" button will appear. After selecting "Download", the results of the generated report will be downloaded into a format compliant with Excel.

F. Failure to Submit Reports

Failure to submit XTOS reports in two consecutive quarters and/or three of four quarters will result in the placement of a TSP's XTOS rates in a temporary non-use status in TMSS, the withdrawal of a TSP's XTOS rates in the Transportation Management Services Solution (TMSS) database and/or possible subsequent revocation of its approval to participate in the CHAMP XTOS Program. Notification to TSPs that are delinquent with XTOS report submissions will be contacted via e-mail. Please note the main point of contact on file in TMSS will receive the notification.

Section 21

Termination of XTOS TSP

This section details the applicable procedures for terminating performance of a TSP.

A. Termination of Performance Procedures

Agency representatives should use termination of performance to address those shipments needing to be retendered due to the fault of the TSP. Reasons for initiating termination of performance procedures include, but are not limited to:

Nonperformance, delay or refusal of services;

Anticipatory repudiation;

Breach of the terms of tender, including but not limited to:

- Failure to complete movement;
- Non-payment of agent's fees and/or unreasonable TSP charges to agent;
- Failure to submit shipment reports;
- Failure to submit IFF;
- Failure to settle loss/damage claims;
- Failure to release/unlawful detainment of shipments ;
- Failure to notify the PMO of assignment and change of control;
- Missing documentation;

Inability to perform service(s) in a timely manner;

Financial and operational failures;

And/or any condition(s) endangering performance resulting in disruption to Federal Agency customers.

Upon reasonable belief that the TSP has engaged in behavior giving rise to a cause for termination of performance, the Federal agency will place the offending TSP in immediate temporary non-use status and notify the PMO whereupon the PMO will remove the TSP's rate offers from the TMSS database. Within a reasonable time thereafter, the Federal agency shall notify the TSP, in the form of a written cure notice, that the Federal agency has taken the aforementioned actions and clearly identify the nature and extent of the performance failure(s). The cure notice shall request that the TSP remedy the condition(s) endangering its participation under CHAMP/XTOS and shall state that a proper cure notice will take the form of the TSP's unqualified written assurance of its ability and intent to cure within 10 calendar days or the TSP will be terminated for performance. In the event that the TSP has clearly expressed by words or conduct, its intent not to render the promised performance by the time fixed on the BL or order for extended storage services, this behavior constitutes anticipatory breach/repudiation. In the event of anticipatory breach/repudiation on the part of the TSP, the Federal agency is not required to issue a 10-day cure notice and may proceed with termination on the grounds of anticipatory breach.

If the TSP responds to the cure notice within the 10-day period, the Federal agency shall (1) determine whether such response constitutes a proper cure of the deficiencies outlined in the notice and upon determination that a proper cure was received (2) notify the TSP of its determination by (a) removing the TSP from temporary non-use status and (b) notifying the PMO to reinstate the TSP's rates in TMSS.

B. TSP Approval Revocation

This section details the applicable procedures for the PMO to revoke a TSP's approval to participate in CHAMP/XTOS. Reasons for initiating revocation of the approval include but are not limited to:

- 1 Termination(s) of performance by the Federal Agency(s);
- 2 Nonperformance, delay or refusal of services;
- 3 Anticipatory repudiation;
- 4 Inability to perform service(s) in a timely manner;
- 5 Financial and operational failures;
- 6 And/or any condition(s) endangering performance resulting in disruption to Federal agency customers.

In cases of termination of performance by the Federal Agency, if the Federal Agency determines that the TSP has not properly cured deficiencies outlined in a cure notice within the 10-day period to the satisfaction of the Federal Agency, the Federal Agency shall notify the PMO. At that point in time, the PMO will inform the TSP that its approval to participate in CHAMP/XTOS is hereby revoked and the TSP's rate offers on file with CHAMP/XTOS are removed permanently from the TMSS database.

Any revocation of a TSP's approval to participate in CHAMP/XTOS is appealable to the PMO. Letters to the TSPs notifying the TSP that the PMO has revoked its approval in CHAMP/XTOS shall include notification to the TSP of its right to appeal its revocation to the PMO and outline relevant procedures for submitting an appeal. A revocation of approval only removes the TSP from the CHAMP/XTOS; it does not prevent the TSP from seeking opportunities outside of CHAMP/XTOS. Moreover, the TSP will not be listed as an excluded party in the System for Award Management (SAM).