

APPENDIX E

TENDER OF SERVICE

MOBILE HOMES

FORM APPROVED
OMB NUMBER:
EXPIRES :

TO: Commander
Military Traffic Management Command
*ATIN : MIOP-QQ
5611 Columbia Pike
Falls Church, VA 22041-5050

Date _____

This tender is submitted for service as indicated below:

- Towaway/truckaway/rail
- Other _____

From: _____

(Name of Carrier) (SCAC)

(Address of Carrier)

(Basic Federal or State Certificate or Permit No. (s))

(Name of Interline Carrier) (SCM)

(Basic Federal or State Certificate or Permit No. (s))

This Signature Sheet certifies that I have read and understand all the terms and conditions set forth in the TENDER OF SERVICE received from the Military Traffic Management Command (MIMC) . I agree to accept and provide service under the terms and provisions of the TENDER OF SERVICE and all amendments thereto.

NAME

TITLE

SIGNATURE

TRAFFIC MANAGEMENT

1. **General.** I understand that submission of the Tender of Service, hereafter referred to as "tender, " to Headquarters, Military Traffic Management Command, (HQMIMC) is a prerequisite to my consideration for transportation of mobile homes; that it does not obligate the Government in the distribution of traffic; and that such submission indicates that I consider myself to be qualified, willing, and able to accept shipments from military activities and seek such shipments under the terms set forth herein. I expressly agree that I shall perform prudent traffic management to provide service in accordance with the provisions of this tender.

2. **Operating Authority.**

a. I certify that I hold all necessary authority, issued in my name for the transportation of mobile homes, from the appropriate regulatory bodies and, in addition to tariff and legal requirements, agree to the provisions of this tender.

*b. I agree to provide service to all areas contained in my operating authority from those installations where I have filed a letter of intent (Appendix F.)

*c. Attached is a description of areas to be served, including a shaded map designating my current operating authority.

*d. I agree, upon approval of the use of a joint tender by the m that the joint tender is issued in the name of, and addressed to, the carrier submitting the joint tender as the primary carrier. Other carriers named in the title page are carriers with which I, as the primary carrier, am approved to interline for furtherance of the through movement of a shipment.

*e. I agree to apprise the Participating carriers of their responsibility to fulfill the requirements of this tender.

*f. I agree that the interline or joint carriage arrangements are subject to the provisions of paragraphs 3 and 28 of this tender.

3. **Through Responsibility** I agree that all shipments shall be roved under my direct management control and responsibility from origin to destination shown on the PPGBL, including interline carriage with duly certificated or approved carriers who are participants in the tender.

4. **Use of an Alternate Carrier.** When I accept a shipment with both origin and destination points within the scope of my operating authority or interline agreement and/or approved by MIMC but find, because of unavoidable circumstances, that I am unable to physically transport the shipment, I may, upon approval of the origin PPSO, arrange with other MIMC-approved carrier to perform the required services. In such cases, I shall inform the PPSO of the name of the carrier to whom the shipment has been transferred. I shall continue to be shown on the PPGBL as the initial carrier and shall accept through responsibility from the time of pickup at origin to delivery at destination.

5. **Common Financial or Administrative Control.** Please check the common financial or administrative control statement applicable to your company.

[] I certify that I am not under common financial or administrative control of any other mobile home carrier serving the same shipping activity.

[] Attached is a list of activities that will be served by additional mobile home carrier(s) that are under my common financial or administrative control. (For the purpose of this tender, common financial or administrative control is defined the same as in Section 5 of the ICC Act.)

6. Financial and Operational Information. Upon request, I shall furnish the HQMIMC, information on financial and operational matters in the manner, form, and content determined necessary by MIMC to resolve questions concerning qualifications to participate in the DOD personal property Shipment and Storage Program. Company records and supporting documentation relating to such questions shall be made available for examination by MIMC representatives at the office of the company during normal duty hours .

7. Required Delivery Date.

*a. When I accept a shipment at origin, it is understood that I also agree to meet the pickup date and the required delivery date (RDD) of the shipment as stated on the PPGBL, without the application of increased rates or charges. I understand that pickup and delivery will not be scheduled before 0800 or after 1700 nor on Saturdays, Sundays, and holidays, without prior approval of the ITO or the member. I agree to obtain clearance from the ITO before delivery of the shipment except as provided below. Further notification will not be deemed necessary unless so instructed by the ITO. Exception: Upon the request of the member, the mobile bane may be delivered at other than the prescribed time indicated above, subject to the following conditions:

(1) The member and the carrier agree that there is no requirement for an inspector.

(2) It must be mutually agreeable to the member and carrier.

(3) The carrier shall notify the PPSO of such action within 48 hours of delivery.

b. When, for any reason, it is known or expected to be impossible for me to have the shipment at destination on or before the RDD, I shall notify both the origin and destination PPSOS at the earliest practicable time, explaining the exact reason (s) therefor, and furnish the current physical location of the shipment and an estimate of the delay expected beyond the RDD.

c. I understand that the medium of communication to be used in notifying the PPSOs will ensure that notification reaches the destination PPSO before expiration of the RDD . For format of notification, see paragraph 25 of this appendix.

8. Inconvenience .

a. I further agree to pay liquidated damages for inconvenience incurred to the member resulting from my missing the prescribed RDD except for reasons that I can reasonably establish were beyond my control, such as an act of God, act of the public enemy, act of the shipper, act of the public authority, violent strikes and mob interference, weather conditions that preclude the movement of mobile banes,

unavoidable accidents, or mechanical or structural failures. Payment shall be made to the member on documented claims for such liquidated damages not to exceed \$37.50 per day for the member, \$25 per day for each dependent 12 years of age or over, and \$12.50 per day for each dependent under 12 years of age. The member shall document his claim fully with an itemized list of charges and accompanying receipts for charges incurred. Charges shall be computed from the day following the day specified on the PPGBL as the RDD or on the documented subsequent estimated delivery date if that subsequent date is justified based on a reason beyond my control.

b. A claim for inconvenience to a member paid by a carrier shall obviate further penalties to the carrier on that ship-rent.

9. Transit time. I agree that a reasonable RDD (excluding Saturdays, Sundays, and US holidays) shall be based upon a maximum of 2 days to pickup and a maximum of 2 days for delivery and an average of 250 miles per day travel time for mobile homes 10 feet or less in width and 200 miles per day for mobile homes in excess of 10 feet in width unless restricted by the exceptions contained in paragraph 8a of this appendix. If after establishment of the RDD and before the pickup of the shipment the carrier or PPSO learns that the member's needs have changed, a new RDD may be established by the PPSO upon approval by the member and the carrier. .-

10. Inspections.

a. Origin.

(1) I shall conduct a premove inspection of the mobile home and internal contents on all shipments originating within a 100-mile radius of my nearest agent facility at least 48 hours prior to the scheduled pickup date. I will advise the service member and the PPSO of any apparent defects that may render transportation unsafe or impracticable. I understand this requirement will only apply to those shipments on which I am provided at least 10 working days notice prior to the scheduled pickup date. I further agree that telephonic premove surveys will be made for shipments originating outside a 100-mile area of my nearest agent facility, and for shipments where I am provided less than 10 working days notice prior to the scheduled pickup date. If, because of my failure to conduct a mandatory premove inspection, a mobile home is rejected on the scheduled pickup date, I agree to pay liquidated damages for inconvenience incurred by the member resulting from my missing the prescribed pickup date in accordance with paragraph 8 of this tender. I further understand that I will not be reimbursed for attempted pickup and related charges under these circumstances.

(2) On the scheduled pickup date, I shall inspect the mobile home and internal contents prior to movement and will advise the PPSO of any apparent defects that may render transportation unsafe or impracticable. I shall prepare, in quadruplicate, a Mobile Home Inspection Record (DD Form 1800) as evidence of the condition of the mobile home and its fixtures. I shall check the accessible items listed on the DD Form 1412, Inventory of Articles Shipped in House Trailer, furnished me by the origin PPSO and annotate the quantity and condition thereof. Items not accessible, such as cartons and containers packed by owner (this may or may not be secured by tape, lock, or other device) shall be annotated on the DD Form 1412 as PBO-CU. Both records shall bear the signature of the member, his authorized agent, or- the PPSO, together with the signature of my agent, certifying the accuracy and completeness of the records.

(3) Grounds. I shall perform a careful inspection of the ground conditions leading to and underneath the parked mobile home. If I determine the ground conditions are soft, sandy, or muddy, which would cause damage to the mobile home when roved by the carrier's equipment, I shall notify the PPSO or member that wrecker service is necessary and await disposition instructions. If similar conditions exist at destination, the same procedures shall be followed. In either case, an explanation shall be recorded on the Carrier's Inspection Record.

(4) Carrier's Equipment. I agree that my transportation equipment and the manner of handling the mobile home are subject to inspection and acceptance by the PPSO or his authorized representative.

(5) Carrier Personnel. I agree that I shall use only personnel qualified in their assigned duties in the movement of mobile homes. I further agree that an PPSO or PPSO's designated representative may disapprove of any of my personnel found to be under the influence of alcohol or drugs or who use abusive language. I agree that I will not use convict or prison labor in the movement of personal effects belonging to members.

b. En Route. I agree to make reasonable inspections while en route and take action to have any defects corrected that would render the mobile home unsafe for onward movement or that could lead to additional damage. I understand that the cost of such repairs shall be limited to \$150 per shipment and can be accomplished without prior approval of the PPSO (tire and tube repair or replacement are excluded). I shall contact the origin PPSO and request prior approval for all repairs or replacements if the costs exceed the limitations stated above. Additionally, if the member has made an inspection of the damages and if the member is locally available, he may be contacted for the purpose of authorizing in writing an expenditure above the previously stated limit. When the written authorization is accomplished and received by my representative, I shall notify the origin PPSO of the member's decision and the amount authorized. I further agree to request approval from the origin PPSO for the use of substitute service when I deem it appropriate. All repairs, whether at origin or en route, regardless of cost, shall be annotated on DD Form 1863 (Accessorial Services-Mobile Home).

c. I agree to use the DD Form 1800 and DD Form 1412 prepared at origin to verify the quantity and condition of property at the destination. Both records shall bear the signature of the member, his authorized agent, or PPSO, together with the signature of my agent, certifying the accuracy and completeness at destination.

11. Tire Replacement

a. I agree to repair or replace tires or tubes used on mobile homes as may be necessary while in transit. All expenses incurred that are to be billed to the Government shall be annotated on the DD Form 1863.

b. Such expenses shall be supported by signed receipts for each repair or replacement or service rendered. Receipts for tires replaced shall show the place of purchase, the serial number of the new tire purchased, and the serial number of the tire being replaced.

c. I agree that all tires that have been replaced during any given move shall be made available for inspection and serial numbers will be verified at destination by either the member, his agent, or the PPSO. All tires replaced shall be left with the mobile home at destination.

12. Storage-in-Transit (SIT). When SIT is authorized on the PPGBL, placement into SIT at origin or an intermediate point shall be made only when authorized by the origin PPSO. SIT at destination shall be made only when authorized by the destination PPSO. When shipments require SIT, I shall assume full responsibility for arranging for the placement of the mobile home in a DOD-approved storage facility or area and effecting subsequent delivery to ultimate destination as soon as possible, but not later than 5 working days after the date of request for delivery.

13. Storage Facility or Area. I certify that the storage facilities or areas to be used have met DOD standards, which are designed to prevent unlawful entry, pilferage, vandalism, and damage to the mobile home.

14. services Provided by Carrier. I agree to arrange for all services required for the movement of mobile homes as specified in my applicable rate tariff or tender, or additional terms of this tender when ordered by an PPSO. Additionally, it is understood that I am responsible for (1) compliance with state laws, (2) obtaining the necessary permits (except inner registration certification), and (3) effecting such coordination as may be necessary to accomplish the movement. I understand that permits for oversized mobile home movements applied for, approved, and issued by State authorities will be accepted as evidence that such movements in the State of issue are authorized.

15. Verification of Dimensions. I agree to verify, before movement, the accuracy of mobile home dimensions as entered on the PPGBL and DD Form 1800 and notify the PPSO of any discrepancies. (Dimensions must be shown in feet and inches.) In determining measurements of dimensions or overall extremity length, width, or height, the extreme shall be used.

16. Liability. I agree that my liability shall apply from time of pickup during SIT to time of receipt of shipment by the member or his designated agent at an accessible destination delivery site. I shall accept liability for loss or damage to all items packed or Secured by my company. I shall accept tariff liability for loss or damage to all items packed by the owner when external damage to the trailer is apparent. Liability, as used herein, means applicable rate tariff or rate tender liability, declared valuation, or PPGBL liability. Damage, per se, does not constitute violation of this tender. I agree to deliver the mobile home and its contents to destination in the same condition as received at origin except for normal wear and tear, mechanical failure, or structural defects. The burden will be upon me to establish that any loss or damage was caused by conditions that relieve me of liability.

17. Accessorial Services-Mobile Home (DD Form 1863). A DD Form 1863 itemizing the accessorial services performed, when required and authorized by the PPSO and separately charged, shall be prepared by the carrier and signed by my representative and the member or his agent in connection with personal property shipped under this tender. Entries shall include the charges for packing, blocking, light harness, repairs, escort service, or tools. Valuation charges shall be an entry on a separate DD Form 1863. Appliances serviced shall be identified by make or manufacturer's name, and for clothes washing machines or washer and dryer combinations, whether automatic or wringer type. All entries for services performed by a third party shall be supported by valid receipts to reflect separate costs for materials and labor. No accessorial services shall be billed when such services are included in the all-inclusive rates.

18. Distribution of Documents. I agree to distribute documents as follows:

a. As soon as possible, but not later than 10 calendar days after delivery of mobile home or date shipment placed in destination SIT, I shall furnish the origin PPSO:

(1) One memorandum copy of the PPGBL (SF 1203a) annotated with the miles and rate and all charges accrued to date. NOTE: For Navy shipments no accounting copy will be furnished.

(2) Two copies of the DD Form 1800, properly signed.

(3) One copy of the DD Form 1412, properly signed.

(4) One legible copy of DD Form 1863 itemizing the accessorial services performed at origin (furnished only when the, accessorial services are performed and so noted on the PPGBL) .

b. At the time of pickup, I shall furnish the member or his agent:

(1) One memorandum copy of the PPGBL (property owner's copy) .

(2) One legible copy of the DD Form 1800, properly signed.

(3) One legible copy of the DD Form 1412, properly signed.

19. Billing Procedures.

a. I shall invoice for services performed in accordance with the applicable rate tender.

b. For services rendered, I agree to bill the appropriate military service finance office responsible for payment of the transportation charges. For each shipment diverted or reconsigned in accordance with the applicable rate tariff or rate tender, I agree to submit with billing (SF 1113) for the services performed, the original "Diversion Certificate" (Figure 5-6 in Chapter 5 of this Regulation) authenticating the diversion or reconsignment, prepared, signed, and provided by the PPSO who requested and authorized the action. Valuation charges shall be identified separately from all other charges or billing documents. All billing shall be supported by valid receipts signed by party or parties who performed the required services. Each invoice shall itemize labor and materials separately.

20. **Claims.** I agree to acknowledge receipt of claims actions filed against me within 10 days after receipt, and I agree to pay, decline, or make a firm settlement offer in writing to the claimant within 120 days after I receive the claim. If, for reasons beyond my control, the claim cannot be processed and disposed of within 120 days after receipt thereof, I, at that time and at the expiration of each succeeding 30-day period while the claim remains pending, shall advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition thereof. I shall report to the origin PPSO the final action taken, including the date and total amount of settlement, if any, to include insurance settlement, when known.

*21. Insurance. I have cargo insurance that reflects coverage on a continuous basis in at least the amount of \$40,000 for any one mobile home. My coverage for legal liability is evidenced by the attached copy of the underwriter's certification thereof. Certification is attached to it to the effect that the insurance company will give the HQMIMC, ATIN: MTOP-Q, 5611 Columbia Pike, Falls Church, VA 22041-5050, a 30-day prior notice of any change, expiration, or cancellation of said policy. The underwriter of cargo insurance must have a policyholder's rating of "A" or better in "Bests Insurance Guide. "

22. last Documents . If any copies of the PPGBL (except original) or supporting papers that are required to obtain payment for services rendered are lost or destroyed, I shall provide the Government with legible copies thereof in the same size as the document that was lost or destroyed. If the original PPGBL (SF 1203) is lost or destroyed, I shall forward the PPGBL Freight Waybill (SF 1205) to the appropriate finance center for payment.. When both the original PPGBL and the Freight Waybill original have been lost or destroyed, the carrier shall request a certified Memorandum Copy for use as a substitute billing document . If the original (SF 1203) is located and made available to me before settlement is made, I shall return the canceled waybill or Memorandum Copy to the issuing office. If the original PPGBL is found after settlement, I shall forward the PPGBL to the appropriate issuing office for proper voiding.

23. Tracing .I shall trace a shipment upon receipt of request from the PPSO or member, agree to acknowledge such request within 24 hours, and shall make prompt report.

24. Agents. I agree to furnish the name and address of my agents or representatives when requested by MIMC.

25. Strikes, Embargoes Floods, Accidents, Fires, Disasters, and similar Incidents .

*a. In the event of strikes, embargoes, f locals, accidents, fires, disasters, and similar incidents, I shall notify HQMIMC, ATIN: MTPP-O, in addition to notifications required in paragraph 7. c. The following, when known and applicable, shall be contained in this notification:

- (1) Location, including a brief description of the incident.
- (2) The PPGBL number or numbers and type of service (including those in SIT) .
- (3) Name, rank, and social security number (SSN) of the member.
- (4) Origin.
- (5) Destination.
- (6) Required delivery date (RDD) shown on PPGBL.
- (7) Current status of shipment or shipments, including new expected delivery date.

(8) Pertinent details (domestic shipments) .

(a) Time.

(b) Place.

(c) Driver's name.

(d) Vehicle number, if applicable.

(e) Extent of damage.

b. I shall furnish weekly progress reports as long as shipments remain adversely affected.

***26. Tariff Changes.** I agree to apprise the HQMIMC, of any new tariff issues, reissues, or changes thereto at least 30 days before the effective date.

***27. Tender of Service.** I understand that this is a Tender of Service and not a rate tender.

***28. Ownership.** I certify that my company meets any applicable ownership requirement established by law for the type of carriage of goods in which I engage.

***29. Quality Control Program.** I agree to establish within my (our) company a quality control system that will provide total visibility of all facets of the program and ensure the service I am providing is equal to or greater than the standards of service established by Headquarters, MIMC. This system shall include, but not be limited to, specific subsystems for the functions of traffic management (routing, tracing, and billing) , packaging, employee training and supervision, and agent supervision. I agree to provide to MIMC detailed descriptions of this quality control system and the results on request.

***30. Unethical Acts.** I agree that this Tender of Service is signed with the knowledge of the law that whoever, in any rotter within the jurisdiction of any department or agency of the United States, knowingly and willfully:

a. Falsifies, conceals, or covers up by any trick, scheme, or device, a material fact;

b. Makes any false, fictitious, or fraudulent statements or representations; or

c. **Makes** or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be subject to the provisions of paragraph 3 and the penalties prescribed in the criminal law of the United States, that is, 18 U. S.C. 1001.

*31 . Violations of Tender of Service. I understand that any substantial violation of this tender or failure to perform in accordance with tariff or other legal requirement, may be used as the basis for suspension action by a PPSO . I also understand that the severity of violations or repeated violations of this tender, as determined by HQMIMC, may be used as justification for immediate disqualification or termination of this Tender of Service without which I am not permitted to participate in further DOD personal property traffic.

*32 . Requalification. I understand that after being disqualified for any reason, I cannot be requalified until corrective action has been taken on the violation that resulted in disqualification and evidence of corrective action taken is submitted to and approved by HQMIMC.

*33 . Effective Date. This Tender of Service will be effective on date of approval by Headquarters, MIMC, and shall continue in effect until withdrawal upon 30 days notice, in writing, to HQMIMC, ATTN: MTOP-QQ. It shall, while effective, be applicable to shipment of mobile homes that I have accepted for movement and servicing PPGBLs, commercial bills of lading to be converted to PPGBLs or purchase orders, and forms a part of the conditions.

*34 . Signature.

a. This Signature Sheet certifies that I have read and understand all the terms and conditions set forth in the Tender of Service received from HQMIMC. I agree to accept and provide service under the terms and provisions of the Tender of Service and all amendments thereto.

b. Any changes in company name, address, telephone number, and company officials will be made by me by submitting a new Tender of Service Signature Sheet to Headquarters, m .

c. This Tender of Service shall be signed by all parties subject to its provisions.