

Appendix E –Sample Memorandum of Understanding for Move Management Services

This Appendix contains the sample Memorandum of Understanding (MOU) between an Agency and a Move Management Services firm referenced in Section 6 of the Household Goods Tender of Service (HTOS). Note that this is only a sample; other services, such as personally procured moves or extended storage, might be included depending on an Agency's needs. The MOU may also be expanded to include more operational procedures and Transportation Service Provider (TSP) selection criteria depending on the Agency's needs.

It is the Agency's responsibility to draft, negotiate, and finalize an MOU with its Move Management Services firm prior to the beginning of services. The Centralized Household Goods Traffic Management Program (CHAMP) Program Management Office (PMO) will also review your drafted MOU prior to signature if requested.

MEMORANDUM OF UNDERSTANDING

for

**The Performance of
Move Management Services
for
Household Goods Shipments**

Between

_____ (Insert Agency Designation) _____

And

_____ (Insert Move Management Company) _____

Effective Date: _____

1.0 General

The AGENCY, and the MOVE MANAGEMENT FIRM, agree that the MOVE MANAGEMENT FIRM will provide move management services and commercial relocation services according to the specifications and requirements as set forth in the current GSA Domestic and International Household Goods Tender of Service (HTOS). All Household Goods (HHG) shipments shall be conducted under the GSA Centralized Household Goods Traffic Management Program (CHAMP) program with CHAMP approved Transportation Service Providers (TSPs). Other government agencies may join this household goods agreement upon agreeing to reimburse the AGENCY a per-move fee for its program management services. In that case, the other government agencies will substitute their agency name wherever “the AGENCY” is used when reading this agreement, but the AGENCY shall be the ultimate program manager of this agreement.

2.0 Scope

This MOU applies to the shipment and storage of all domestic and international household goods moves as defined by the HTOS and authorized for the benefit of the Government and funded by the AGENCY. The discounts offered through this agreement shall be equal to or less than a comparable move performed under the undiscounted Tariff GSA-01.

3.0 Definitions

3.1 Household Goods Moves

All services related to the packing, loading, transportation, storage and delivery of household goods are included as defined in the CHAMP HTOS. All move management services, including receiving service requests, conducting employee counseling, creating a cost comparison of program rates with the GSA-01 Tariff, making TSP selections, preparing bills of lading, preparing shipment invoices, conducting TSP performance evaluations, auditing TSP services and costs, preparing claims documentation, assigning selected shipments to storage-in-transit (SIT), preparing and submitting service requests to TSPs, maintaining the MOVE MANAGEMENT FIRM’s web application with the most current programming and shipment information, and preparing and submitting management reports to the AGENCY and participating TSPs. For technical reasons, to comply with CHAMP provisions, the TSP shown on household goods bills of lading will be the MOVE MANAGEMENT FIRM (insert MOVE MANAGEMENT FIRM SCAC) regardless of the underlying TSP actually performing the services. Where the MOVE MANAGEMENT FIRM does not have GSA approved scope of operations, a one-time-only (OTO) rate quote will be used. For CONUS shipments, the bottom line discount for out-of-scope OTO rates shall be (__fill in__) percent for transportation and (__fill in__) percent for storage.

3.2 Transportation Services Provider (TSP)

This is motor common carrier for domestic and off-shore moves or freight forwarder for international moves. It is not a broker. TSPs for these moves shall be qualified under the provision of the CHAMP HTOS and other procedures.

3.3 Bills Of Lading

CHAMP uses Commercial Bills of Lading (CBL) for domestic shipments. International shipments are moved on a Government Bill of Lading (GBL). The GBL is a controlled document that conveys specific terms and conditions to protect the Government's interest and serves as the contract of carriage. A CBL is the document used as a receipt of goods and documentary evidence of title during transportation. When an Agency uses a CBL, the specific terms and conditions of a GBL are included in rate tender under CHAMP and the bill of lading shall make reference to the rate tender.

By accepting this MOU, a TSP agrees that specific terms and conditions of a GBL are included in their rate tender. Specific terms and conditions that apply to either the GBL or CBL are included in 41 CFR 102-117.65, the "U.S. Government Freight Transportation Handbook", 41 CFR 102-118.135 and 140.

3.4 CHAMP Program Manager

The HTOS is published and CHAMP managed by the General Services Administration Centralized Household Goods Traffic Management Program Office (QMCCB), Building 6, 1500 East Bannister Road, Kansas City, Missouri, 64131 (hereinafter referred to as PMO).

3.5 Agency Point of Contact and Program Manager

(Insert the AGENCY point of contact information)

This representative has the authority to initiate a HHG move in all of its parts and to obligate the AGENCY and other government agencies (OGA) party to this MOU to expend funds to support a course of action necessary to continue the progress of a household goods shipment to its completion. The HHG PM or designee is the primary agency person for initiating a move management service request under this agreement. The HHG PM or designee can and shall appoint other AGENCY personnel as responsible for initiating and managing moves. The number and type of personnel involved will vary depending on the size of the AGENCY and the extent to which operations are centralized.

3.6 Move Management Services

All services necessary for coordinating the packing, loading, movement, storage, unpacking, placement, assembly, disassembly, counseling, advising, estimating, performing cost comparisons, cost projections and site surveys, data collection and retention, reporting, billing the government, receiving government payments, and disbursing payments to subcontractors, and other related services for employee household goods shipments.

3.7 Peak Season

For AGENCY shipments, the peak HHG moving season shall start May 1st and end September 30th. The remainder of the year is the industry's non-peak season.

3.8 Self-authorization for Accessorial Services

Whenever an accessorial service is required and an AGENCY/OGA authorization cannot be granted in a timely manner, the MOVE MANAGEMENT FIRM may initiate the necessary service to maintain the progress of a move that would be otherwise delayed. A written authorization must follow before payment. A TSP may not self-authorize accessorial services.

3.9 Self-Pack and Load

TSPs selected and managed by the MOVE MANAGEMENT FIRM in the AGENCY program shall contain a move in its entirety within their own transport systems or networks of drivers and equipment and facilities to the maximum extent possible. Transferring a shipment to another agent or TSP is prohibited when the originating TSP has equipment, facilities, and personnel to handle the move in its entirety.

3.10 Short Notice Move

Any requested move that has five (5) business days or less from the day of the MOVE MANAGEMENT FIRM's notification to the required pick-up date is a short notice move. The MOVE MANAGEMENT FIRM shall not be penalized for a failure to meet the requested pick-up schedule. Telephone pre-move surveys are allowed without AGENCY approval.

3.11 Storage-in-transit (SIT)

The necessary warehousing of HHG pending delivery to the permanent residence is not to exceed 180 calendar days or the agency-approved storage period, whichever is less. Storage generally occurs at destination but may occur at origin upon presentation of a satisfactory justification by the TSP to the AGENCY or the MOVE MANAGEMENT FIRM.

4.0 Statement of Work

4.1 Initiation of Service and Authorizations – Household Goods

HHG PM or designee will notify the MOVE MANAGEMENT FIRM of employee moves by entering the request on the MOVE MANAGEMENT FIRM web site. HHG PM or designee may temporarily also use telephone, fax, or other electronically agreed upon method for notification. A legible copy of the (insert appropriate final travel/transportation authorization) must follow but the minimum information necessary for the MOVE MANAGEMENT FIRM to initiate a move is:

- Employee's name
- Employee's phone numbers at work and home
- Copy of the current (insert the appropriate interim travel authority if any).

The HHG PM or designee will provide the MOVE MANAGEMENT FIRM with a telephone number to contact the employee for counseling purposes. The MOVE MANAGEMENT FIRM will attempt to contact the employee within twenty-four (24) hours after receiving the initial request for move management services. If the MOVE MANAGEMENT FIRM is unsuccessful in contacting the employee within forty-eight (48) hours, the MOVE MANAGEMENT FIRM will advise the HHGFR and ask for assistance.

4.2 Prior Authorization of Accessorial Services

4.2.1 Under normal conditions prior authorizations are required before the performance of any accessorial services. All charges must be supported with approved HHG PM or designee authorizations prior to payment.

4.2.2 The MOVE MANAGEMENT FIRM's self-authorizations for accessorial services are intended to maintain the progress of a move that would be otherwise delayed. The MOVE MANAGEMENT FIRM may self-authorize multiple accessorial services listed in the adopted tariff GSA-01 for a cumulative amount up to \$ (_insert amount_) for other than crating and shuttle service when it is necessary to maintain the momentum of the move. If essential additional services exceed this limit, the MOVE MANAGEMENT FIRM shall contact the HHG PM or designee to obtain a written authorization (fax, e-mail) before such services may be ordered. All the MOVE MANAGEMENT FIRM self-authorized services shall be subject to review by the HHG PM or designee. When the charges for accessorial services, other than crating and shuttle service, exceed the cumulative \$ (insert amount) self-approval threshold, prior approval from the HHGFR must be received. Each crating and shuttle service may each incur up to \$ (insert

amount) in charges independently of other accessorial services before a HHG PM or designee's prior approval will be required.

4.2.3 In the event the MOVE MANAGEMENT FIRM fails to obtain the written approval/authorization for additional accessorial services, the MOVE MANAGEMENT FIRM will be personally and financially liable to the TSP for those charges.

4.3 Counseling

The MOVE MANAGEMENT FIRM will contact the employee and provide information, guidance and/or instructions derived from the Federal Travel Regulation (FTR) and the AGENCY implementing policies regarding all aspects of their move including, when requested, alternatives for a government move which would include a personally procured move. These topics include, but are not limited to, the following list.

- Allowances under the Federal Travel Regulation (FTR) and the AGENCY policy
- On-site pre-move survey responsibilities
- Released shipment valuation and excess shipment valuation
- Disassembly and reassembly of household furniture
- Shipment and storage services that are paid by the Government
- Authorized storage-in-transit (SIT) and extra pick-ups and drop-offs
- Name and address of the SIT warehouse and SIT delivery out procedures
- Appliance servicing
- Professional Books, Materials (papers) & Equipment (PBP&E) documentation and the AGENCY approval requirements
- Packed by owner (PBO) packaging and inspection of contents and repacking
- Do-it-yourself move instructions with reference to SIT, allowable costs and liability issues, if an AGENCY chooses to include personally procured moves in its program
- Transportation of Privately Owned Vehicles (POV) and alternative methods of transporting them
- Claims filing procedures and general assistance and guidance.

4.4 Additional Stops or Services for the Benefit of the Employee

The MOVE MANAGEMENT FIRM will instruct all AGENCY employees that additional pick-ups or drop-offs occurring within a direct route from the origin to destination are normally allowable, however, additional charges are payable by the employee. The MOVE MANAGEMENT FIRM, the Agency Program Manager or designee, and the employee must review the costs for an out-of-route exception. The HHG RM or designee will advise the MOVE MANAGEMENT FIRM of the employee's decision to request the additional stop or not. Charges for additional pick-ups or drop-offs must be shown on the bill of lading with any other charges payable by the employee. The MOVE MANAGEMENT FIRM shall prepare a Bill of Collection (BOC) summarizing charges payable by the employee. The AGENCY is responsible for validating the BOC.

4.5 On-site Inspections

The HHG PM or designee may request on-site service inspections at either the shipment origin or destination point for an additional charge of \$ (_insert amount_) per inspection. Optional origin or destination inspection services must be requested in writing and by calling the MOVE MANAGEMENT FIRM at least 24 hours in advance to allow scheduling.

4.6 TSP Selection Criteria – Household Goods

The AGENCY HHG Program Manager or designee may provide a list of TSPs to the MOVE MANAGEMENT FIRM that will be used for AGENCY shipments. (Insert instructions, if any that agency wishes to use such as rotating basis.) The AGENCY may delegate selection of TSPs to the MOVE MANAGEMENT FIRM.

4.7 TSP Performance Criteria

The AGENCY HHG Program Manager or designee and the MOVE MANAGEMENT FIRM will establish a TSP's performance. Performance criteria may include:

- Professionalism and courtesy of TSP personnel
- Accuracy of the pre-move survey
- Containment of the pack, load, delivery and storage by the participating TSP
- Overall quality of TSP service and responsiveness to requests
- Frequency, processing, handling, and settlement of claims and other problems
- Scores of the [GSA Form 3080](#) evaluations
- Administrative excellence of move coordination, documentation, and billing.

4.8 Preparation of Bills of Lading (BL)

The MOVE MANAGEMENT FIRM will prepare and distribute BL for shipments of HHG, UAB, and domestic and international POVs.

Domestic household goods shipments and POV shipments use the CBL. Use of the CBL bills of lading incorporates the terms and conditions of a government shipment, as specified in 41 CFR 102-117.65, the "U.S. Government Freight Transportation Handbook", 41 CFR 102-118.135 and 140 and this agreement.

The MOVE MANAGEMENT FIRM will maintain accountability of records and physical security of the BL numbers supplied, and will manage their distribution to comply with the terms of the GSA HTOS and this agreement. All BL must be accounted for.

The MOVE MANAGEMENT FIRM may issue a separate BL for each international shipment of household goods, UAB, PBP&E and POVs, when required.

The MOVE MANAGEMENT FIRM will prepare BL prior to shipment pick-up and forward the BL to the TSP in a timely manner.

Upon request, the HHG program manager or designee will provide the MOVE MANAGEMENT FIRM with BL preparation instructions and a sample BL that will identify all pertinent BL data elements and information.

4.9 Valuation Charges

The MOVE MANAGEMENT FIRM is authorized to order valuation of \$ (_ establish AGENCY level not less than \$5.00 per pound _) times the shipment weight [up to \$ (_ establish AGENCY level not less than \$54,000 _) whichever is less)]¹, on domestic, international, and OCONUS shipments of household goods at no cost to the AGENCY or to the employee. The BL will reflect Full Value Replacement. TSP invoices shall not list standard shipment valuation charges. Shipment valuations in excess of \$ (_ the established AGENCY limit per pound _) times the shipment weight or \$ (the established AGENCY level), whichever is less, shall be charged to the employee at \$ (agreed upon rate) per \$100 of excess valuation during transit and \$ (agreed upon rate per \$100 while in storage.

Excess shipment valuations requested by an employee must be in writing from the employee. The MOVE MANAGEMENT FIRM will inform the employee that they will be financially

¹ The minimum requirement here is to specify the basic valuation level which may be no less than \$5.00 per pound. The agency may establish a top limit of FRV coverage consistent with its authority from the FTR.

responsible for the cost of excess valuation. Excess valuation must be shown on the bill of lading.

In the event the MOVE MANAGEMENT FIRM fails to obtain a written excess valuation request prior to the shipment pick-up from the employee, the MOVE MANAGEMENT FIRM will be held financially responsible for payment of any excess valuation charges to the TSP and storage facility.

4.9 Service Auditing

The MOVE MANAGEMENT FIRM will require all TSP billings to be sent directly to the MOVE MANAGEMENT FIRM to be pre-audited. Within five (5) calendar days after receipt of the TSP's billings, the MOVE MANAGEMENT FIRM will certify on the invoice that the verified accessorial services billed by the TSP were necessary, properly authorized, actually performed, and documented in writing.

The MOVE MANAGEMENT FIRM will "flag" any HHG invoices that contain excess valuation charges and/or additional pick up/drop-off charges in order for the AGENCY (financial service activity) to initiate collection letters for these charges.

At the request of the HHG program manager or designee, the MOVE MANAGEMENT FIRM will be required to schedule onsite origin or destination HHG service inspections. An additional fee of \$ (establish amount) shall be assessed for completed inspections. Consideration must be given to the practicality of performing an on-site inspection to prevent a delay of the move. When the situation strongly suggests an on-site inspection is necessary, a reasonable delay of the move is acceptable.

4.10 Management Reporting

The MOVE MANAGEMENT FIRM will, at a minimum, maintain the following continuously available web site HHG reports:

- Order Summary and Contact Report
- Shipment Summary Report for HHG, POV, UAB, & PBP&E
- Claims Summary Report
- TSP Utilization Report
- Bill of Lading Log Sheets
- Raw Shipment Data in a downloadable format

- Individual GSA Form 3080 Report and Period Specific GSA 3080 Summary Report
- Shipment Billing Report with Charge-backs to Employees
- Shipment Distance and Weight Summary Report
- Business Summary and Socio-Economic Spend.

The MOVE MANAGEMENT FIRM will prepare and submit a report to the HHG program manager or designee on all authorized additional move management services, such as on-site inspections and HHG program cost avoidances revealed during auditing.

The MOVE MANAGEMENT FIRM will use its best efforts to insure all GSA Forms 3080 are completed and returned. The goal for the return rate of GSA Form 3080 is ninety (90) percent or higher.

(Note: The next paragraph of this provision is optional. If the agency elects to have the Move Management Firm collect GSA Form 3080 data, the agency must establish verification and validation procedures to insure the accuracy of the data collected and submitted. This should be done in conjunction with the CHAMP PMO.)

The MOVE MANAGEMENT FIRM will telephonically obtain employee responses for the GSA Form 3080, Household Goods TSP Evaluation, within three (3) weeks after completion of delivery of the employee's household goods to the permanent residence. The GSA Form 3080 evaluation forms will be provided by the MOVE MANAGEMENT FIRM and be available for viewing on their web site.

The MOVE MANAGEMENT FIRM will conduct semi-annual performance reviews with the HHG program manager or designee. This may occur in conjunction with an "All TSP" meeting.

4.11 Accessorial and Third Party Services:

The list of chargeable accessorial services that could arise during the movement of an employee's household goods is included in the GSA-01 Tariff (for domestic shipments) and Section 12 of the GSA HTOS (for international shipments). The MOVE MANAGEMENT FIRM will identify those services required for a particular move and obtain the necessary HHG program manager's written authorizations. the MOVE MANAGEMENT FIRM may self authorize, in writing, all required accessorial services to maintain the progress of a move when the cumulative charges for all accessorial services (except crating and shuttle service) are \$(_establish level_) or less. Crating and shuttle service have separate self-approval maximums of \$(_establish level_) each. The MOVE MANAGEMENT FIRM may proceed without a written authorization if the shipment would be unduly delayed. However, all accessorial services must

be documented, in writing, by the MOVE MANAGEMENT FIRM prior to payment. The HHG program manager shall arbitrate the MOVE MANAGEMENT FIRM's self-approved services disputes between the TSP and the MOVE MANAGEMENT FIRM when unresolved disagreements occur. His/her decision shall be binding upon both parties.

4.12 Billing Information

The selected TSP shall submit a bill to the MOVE MANAGEMENT FIRM who will then submit an invoice to the AGENCY (insert appropriate financial activity) and receive payment from the (insert appropriate financial activity). Upon verification that accessorial services properly approved were necessary and were actually performed, the MOVE MANAGEMENT FIRM shall provide the written authorizations and include a request for payment of the accessorial charges in their billing. The MOVE MANAGEMENT FIRM shall retain all shipment billing documentation for a minimum of six (6) years from the payment date.

4.13 Storage-in-Transit (SIT)

SIT, when required, is generally authorized for an initial storage period not to exceed ninety (90) calendar days. The initial period may be extended in thirty (30) calendar day increments or in one ninety (90) calendar day increment with the total storage days not to exceed 180 calendar days. The employee will be counseled as to the period of authorized storage and their liability if storage exceeds the AGENCY-approved limit. Storage costs identified on billing documents shall be separated between the AGENCY's obligation and the employee's obligation when any charges are payable by the employee. Charges for excess shipment weight placed into storage will be payable by the employee.

The MOVE MANAGEMENT FIRM will require the TSP to obtain authorization from the MOVE MANAGEMENT FIRM before the placement of the shipment into SIT at origin. Storage at the destination is standard. Storage shall not be permitted when the cost of the driver's waiting time and reduced handling re suitable alternatives. The MOVE MANAGEMENT FIRM will notify the employee of the actual location for the SIT within five (5) calendar days after delivery into SIT. This notification will be provided in writing or be available from the web application and will clearly state the date of expiration of the initial authorized storage period. The MOVE MANAGEMENT FIRM will notify the employee of the expiration of storage at least ten (10) business days prior to the expiration of authorized storage. The MOVE MANAGEMENT FIRM will counsel the employee of their liability for additional charges, changes of liability coverage from TSP to warehouseman's care, and the risks to the employee if authorized storage expires and the HHG remain in storage.

The MOVE MANAGEMENT FIRM will instruct all the AGENCY employees to submit a written request to the (_appropriate AGENCY activity_) for any requested extension of SIT beyond the initial authorized period. The (_appropriate AGENCY activity_) will notify the MOVE MANAGEMENT FIRM of additional authorized SIT. If additional SIT storage is desired by the employee but not approved, the employee will be advised of their responsibility for the storage charges. The employee's failure to have their property deliver-out from storage on or before the last agency-approved storage day, will initiate storage charges to the employee provided the employee was given at least ten (10) calendar days notice of the requirement from the MOVE MANAGEMENT FIRM to remove the property from storage by a certain date.

5.0 Further Agreements

The MOVE MANAGEMENT FIRM will obtain written pre-authorizations from the HHG program manager or designee to conduct a telephone pre-move shipment survey (other than for a short-notice move) or to perform a shipment pick-up or delivery on a Saturday, Sunday or Holiday. Additional charges for services performed on a weekend or holiday shall be payable by the employee, unless the services are for the TSP's convenience.

Whenever the actual weight of the household goods shipment varies from the estimated weight on the pre-move survey by plus or minus ten (10) percent or more, the MOVE MANAGEMENT FIRM will notify the HHGFR. When a shipment exceeds the maximum authorized regulatory shipment weight, a reweigh shall be conducted. An actual shipment weight in excess of 110 percent of the pre-move survey weight must be acceptably justified to the HHG program manager or the MOVE MANAGEMENT FIRM before payment for the additional weight may be approved. The MOVE MANAGEMENT FIRM and the HHG program manager shall evaluate the reasonableness of a TSP's explanation. Their determination shall be final. The employee must be notified of their potential indebtedness resulting from any weight in excess of the regulated weight limit.

The MOVE MANAGEMENT FIRM will maintain a 24-hour, 7 days per week, telephone and web site accessibility for the AGENCY employees and the AGENCY program officials.

The MOVE MANAGEMENT FIRM will provide the employee an electronic or pocket-sized pamphlet listing procedures and relevant information for use by the employee.

All amendments or changes to this agreement must be in writing and signed by a responsible officer of the MOVE MANAGEMENT FIRM and the AGENCY HHG program manager.

This MOU is effective from the date of signature and will remain in effect until terminated by either party but not longer than five (5) years. Termination prior to natural expiration shall be

effective upon the receipt of ninety (90) calendar days notification or some other mutually agreeable notification period and a *Letter of Intent to Terminate* specifying a date by which the agreement shall be terminated.

In no instance will this MOU exceed the terms of the GSA HTOS or permit the participation of licensed brokers.

All shipment records created during this agreement, all records submitted for uploading into the web application prior to this agreement to establish a historic database resource, and all records completed after this agreement has been terminated and during the agreement closeout period, are the property of the AGENCY and shall be provided to the AGENCY in a downloadable format suitable for maintaining data integrity and viability compatible with effective data management protocols. The AGENCY may request record updates for incomplete records for up to three (3) years after the MOU termination date.

The MOVE MANAGEMENT FIRM will secure personally identifiable information of all employees from unauthorized disclosure and secure all other data from unauthorized release. Social Security Numbers may not be requested from employees and may not be saved in any database or other record.

6.0 Contact Information

The MOVE MANAGEMENT FIRM is authorized to receive all service requests related to this agreement. The MOVE MANAGEMENT FIRM may be reached at (Insert MOVE MANAGEMENT FIRM contacts)

For: The AGENCY:

For: The MOVE MANAGEMENT FIRM:

Signature and Date
Signature Element

Signature and Date
Signature Element