

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
1 | **51**

| | | | |
|--|---|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. Amendment No. 2 | 3. EFFECTIVE DATE See block 16C | 4. REQUISITION/PURCHASE REQ. NO | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY CODE General Services Administration Federal Acquisition Service Transportation Acquisition Division 2200 Crystal Drive, Suite 300 Arlington, VA 22202 | | 7. ADMINISTERED BY (If other than Item 6) CODE | |

| | | |
|--|----------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) | (3) | 9A. AMENDMENT OF SOLICITATION NO. FBGT-GG-050001-B, Refresh 4 |
| | X | 9B. DATED January 23, 2008 |
| | | 10A. MODIFICATION OF CONTRACT NO. |
| | | 10B DATED |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ___ is extended **X** is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning ___ copies of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
- (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER AS DESCRIBED IN ITEM 14

| | |
|-----|--|
| (3) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ___ is not **X** is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above numbered solicitation is hereby amended to delete the existing SOW's for 653-1 and 653-5 and are replaced with the attached revised SOW's as noted on pages 2 through 51.

[See Exhibit A attached for Prudential Relocation Pricing and terms as applicable](#)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

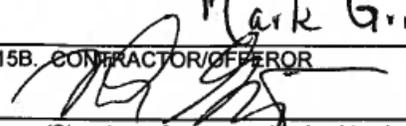
| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Mark Grippo | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) |
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) |
| 15C. DATE SIGNED 9/2/08 | 16C. DATE SIGNED |

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Employee Relocation

Employee Relocation Services, NAICS Code 484210, 531210, 541511 and 531390, OPEN TO ALL SOURCES:

Federal agencies purchased nearly \$300,000,000 in employee relocation services from this Schedule during fiscal year 2007. The General Services Administration (GSA) has had the pleasure of offering employee relocation through its GSA Schedules program since 1992, leveraging the Government's purchasing power by soliciting for employee relocation services on a commercial basis to the maximum extent practicable. Services include, but are not limited to, the following:

| | | | |
|------------|---------------------|---------------------------------|----------|
| Home Sales | Property Management | Customization Services | Training |
| Reporting | Relocation Software | Household Goods Move Management | |

Typical tasks may include, but are not limited to:

- Market an employee's home
- Buy the home from the employee
- Counsel employees on entitlements and benefits
- Arrange for movement of household goods

Employee Relocation Services are comprised of five special item numbers. The Service Contract Act only applies to the movement of household goods covered under SIN 653-7, Move Management Services, unless otherwise exempted as described.

The Contractor is encouraged to provide the full continuum of relocation services. This includes, but is not limited to home marketing assistance (working with real estate agents, providing real estate advice, developing a home marketing strategy, recommending repairs/improvements); home sales service (home marketing, destination services); property management services; spousal employment counseling services (when promulgated by GSA and note, eligible employees shall be apprised of any tax consequences); and other related services (reports, communications, program materials). Relocation services shall be made available to eligible Employees of the agencies according to individual agency policy. Eligible Employees may use any or all of these services for which they are eligible and authorized. However, Employees, upon authorization into the program by their Agency, may not use both the home sale services and property management services simultaneously.

Employees whose residences are ineligible for home sale services and employees who do not have a residence to sell may be eligible for all other services under this contract. Determination of an Employee's eligibility to participate in any part of the program is solely the responsibility of the agency and shall not be subject to dispute.

1. Quality Control

For all services and SINs, the Contractor shall maintain a system of quality control and correction of inferior performance that provides:

- Prompt response to Employee service requests, questions and concerns. In particular, the Government requires that the Contractor demonstrate a high level of concern for and understanding of the relocating Employee's personal concerns, time schedule and desire for personalized assistance (e.g., appraisal appeal/reevaluation process) and coordinate the various services selected for the Employee.
- Prompt notification to the Government of problems, failure to meet required timeframes, other contract requirements and other concerns or suggestions that will enhance service and/or reduce cost
- Contractor shall survey relocated Employees and agency coordinators following a completed Employee relocation to determine the satisfaction level of the services provided. Contractors shall provide results of the surveys to the GSA Contracting Officer quarterly to onthego@gsa.gov, subject: Employee Relocation – Customer Satisfaction. Reports are due by the 15th calendar day after the end of each report period (e.g., due January 15, April 15, July 15, and October 15).

2. Services Outside the Scope of Contract

If the Contractor customarily provides other relocation services to the transferee not at the expense of the Government, the Contractor may advise the Government Employee of these services and costs. The Contractor must inform the Employee that such services are outside the scope of this contract, that the Employee is solely obligated for the expenses, that the Government in no way endorses use of those services and that the Government has not determined the prices charged to be fair and reasonable. The Government will not be billed for these services. All services are to be provided in accordance with *the Federal Travel Regulation (FTR)*

(<http://www.gsa.gov/Portal/gsa/ep/channelView.do?specialContentType=FTR&file=FTR/FTR302TOC.html&pageTypeId=8199&channelPage=%2Fep%2Fchannel%2FgsaOverview.jsp&channelId=-16525>), and are to follow industry-accepted relocation appraisal guidelines, such as Worldwide ERC[®] guidelines. (Worldwide ERC[®] Appraisal Guidelines are included as Attachment 1 to this Statement of Work.) Where Worldwide ERC[®] guidelines conflict, the contract shall prevail.

3. Industrial Funding Fee

The current Industrial Funding Fee (IFF) is .75% as identified in clause 552.238-76. Specific to SIN 653-7, the IFF is assessed on all shipment costs as well as the Move Management Service (MMS) fee. In those instances where a CHAMP carrier is used, the CHAMP carrier(s) will remit to GSA's Transportation Program Office 2.5% IFF for shipments that move between points wholly within the continental United States, and 1.5% for international shipments in accordance with the terms and conditions of their CHAMP agreement. CHAMP IFF remittance to GSA remains the responsibility of the CHAMP carrier. MMS IFF remittance to GSA remains the responsibility of the schedule contractor.

The Statement of Work as provided herein gives specific instructions regarding commercial relocation services. Ordering agencies, however, may need and are permitted to tailor this statement of work in order to meet agency specific goals as long as the tailoring does not change the scope or purpose and intent. Tailoring may have an impact on the resultant price but in no case shall the price charged to the ordering agency exceed that of the GSA Schedule price. Examples of tailoring that are permitted include altering time frames and eliminating the equity advance. The following SOW requirements may not be tailored: required use of appraisers authorized by the Contractor, requirement for mortgage payoff under all pricing options for VA/FHA loans, prohibition to use auction properties as comparables in appraisals, and employee choice of

mortgage lenders. Agencies are encouraged to share tailored SOW requirements with GSA for review prior to distributing solicitations.

4. Contract Interpretation

Any issues pertaining to interpretation of the GSA Schedule contract shall be referred to the GSA Contracting Officer. Any interpretation of the agency task order shall first be referred to the Relocation Services Coordinator (RSC). If unresolved, the issues shall then be referred to the agency contracting officer.

5. Definitions

Amended Offer: Shall mean an offer extended to a relocating Employee from the Contractor to purchase the Employee's property based upon a Bona Fide Offer from a qualified outside buyer that will provide a greater net cash return than the Appraised Value Offer would provide. The Guaranteed Buyout Offer is amended to reflect the higher offer amount.

Amended Value Sale: Shall mean the type of home sale transaction that occurs when the relocating Employee receives a Bona Fide Offer from a qualified buyer before the Employee has accepted a Appraised Value Offer from the Contractor. The Contractor amends its offer to match the outside sale price. If the sale to the outside buyer falls through, the Contractor's Amend Value Offer to the employee remains valid; the Contractor takes the home into inventory as an Appraised Value Sale.

Amend from Zero Sale: Shall mean the type of home sale transaction that occurs when the relocating Employee receives a Bona Fide Offer from a qualified buyer before the Employee has received an Appraised Value Offer from the Contractor.

Anticipated Sales Price: Shall mean the price at which a property most probably would sell if exposed to the market for a reasonable time with payment to be made in cash or its equivalent. For purposes of this contract, anticipated sales price shall mean the price the property would command in an "as is" condition, except that adjustments may be made to reflect any repairs and inspections required to bring the property into conformance with applicable laws ordinances and codes.

Appraisal: Shall mean the process by which the Anticipated Sales Price of a residential housing unit, using the market data approach to value, is established. Also, it shall mean the form on which the Anticipated Sales Price is reported. The purpose of this appraisal is to establish the Anticipated Sales Price for a relocated employee's residence and assumes an arm's length transaction. This is typically done in accordance with the procedures in the Worldwide ERC[®] Appraisal Guidelines.

Appraisal Guidelines: Shall mean current Uniform Standard of Professional Appraisal Practice (USPAP) as published by the Appraisal Standards Board (<http://commerce.appraisalfoundation.org/html/USPAP2008/index.htm>) and industry-accepted relocation appraisal guidelines, such as the Worldwide ERC[®] Appraisal Guidelines. In the event of a conflict, the terms and conditions of the contract shall prevail. Worldwide ERC[®] Appraisal Guidelines are included as Attachment 1 to this Statement of Work.

Appraised Value Offer: Shall mean an offer extended to a relocating Employee from the Contractor to purchase the Employee's property based upon the average of a specific number of Appraisals conducted by Designated Certified Appraisers. If by contract, Appraisals are delayed for a specified timeframe, such as 30 days, and a Bona Fide Offer is presented to the Employee, that offer is referred to as the Guaranteed Buyout

Offer. The distinction between Appraised Value Offer and Guaranteed Buyout Offer is that the Guaranteed Buyout Offer may be higher, lower, or equal to the listing price and therefore varies depending on the amount of the Bona Fide Offer from an outside buyer. The Appraised Value Offer is also a Guaranteed Buyout Offer but is derived from Appraisals.

Appraised Value Sale: Shall mean a contract of sale accepted by a relocating Employee from the Contractor to buy the Employee's Home based upon the average of a specific number of Appraisals conducted by Designated Certified Appraisers.

Authorization: Shall mean when an agency informs the Contractor in writing or electronically that an Employee is eligible to receive contracted services.

Bona Fide Offer: Shall mean an offer from an able and willing buyer, not contingent upon the sale of the potential buyer's home and can reasonably be expected to go to settlement at its original terms and conditions within 60 days of execution of the offer agreement. The offer must not contain any contingencies except the following:

- Specific inspections only when required (e.g., homes on which construction has not been completed or that are undergoing substantial renovations and homes that have undergone inspection for contamination by toxic or hazardous substances, as described in the Inspections and Inspection Criteria section of this Statement of Work), by virtue of the appraisals; and home inspection.
- Those providing that the purchaser must qualify for financing under terms or conditions generally prevailing in the marketplace at the time the offer is made.
- Those providing that the seller must convey marketable and insurable title.

Broker's Market Analysis (BMA)/Broker's Price Opinion (BPO): Shall mean a broker's written market analysis of recent comparable sales and listings with suggestions for marketing strategies.

Buyer Value Option (BVO): Shall mean home sale program in which no appraisals are done, nor is a guaranteed buyout offer made based on appraisals; the buy-out offer from the Contractor is based only on a Bona Fide Offer received by the employee from a qualified buyer after marketing by the employee. Once a Bona Fide Offer is received by the employee, the Contractor offers to buy the home from the employee at a price based on the outside sale price.

Carrier: Shall mean those household goods movers (including brokers and forwarders) with which the Contractor has an established subcontractor relationship; or carriers from the GSA Centralized Household Goods Traffic Management Program (CHAMP); or carriers approved under the DoD's Surface Deployment and Distribution Command's (SDDC) personal property program.

CHAMP: Shall mean Centralized Household Goods Traffic Management Program (CHAMP). GSA's tender-based personal property shipment and storage program for transportation of household goods, unaccompanied air baggage, and privately owned vehicle(s) of Federal civilian employees relocated in the interest of the U.S. Government. CHAMP utilizes the Government Domestic Household Goods Government Rate Tender (GSA01 tariff) and includes the terms and conditions of the GSA Household Goods Tender of Service (HTOS).

Closing Costs: Shall mean expenses incidental to the sale of real estate, including loan, title and appraisal fees.

Commercial Bill of Lading (CBL): Shall mean the standard form that constitutes the contract of carriage between the Government and a transportation carrier, broker or forwarder.

Commercial Tariff: Shall mean the Nationwide (Domestic) Household Goods Commercial Relocation Tariff.

Comparable Property Criteria: Shall mean that the comparable properties selected by the appraisers or offered by the Employee for consideration must be in the same neighborhood, development, subdivision or complex unless there are not sufficient comparable sales within the defined areas, in which case the appraiser may use comparables from the general market areas. For Homes in markets in which property foreclosure sales constitute a significant percentage, such as 30% of comparable property sales within the last 3 months, appraisers should notify the Contractor of intent to use those comparables PRIOR to establishing the Anticipated Sales Price of the Home and provide documentation to the Contractor. Contractor must then apprise the ordering agency of the appraiser's intent to use foreclosures and forward copies of documentation to the ordering Agency. Agency is encouraged to verify local foreclosure trends. If an appraiser cannot identify comparables per these criteria, appraiser must immediately notify the Contractor prior to completing the appraisal.

Contract Price: Shall mean the price at which the Contractor agrees to purchase the Employee's Home, whether as an Appraised Value Offer, Amended Offer, BVO Offer, or any Guaranteed Buyout Offer.

Contract of Sale: Shall mean a contract the buyer initiates which details the purchase price and conditions of the transaction and is accepted by the seller. Also known as an agreement of purchase

Contracting Officer (CO): Shall mean individual at GSA authorized and warranted to issue this contract and to make subsequent modification(s). The CO has the authority to make final determinations on matters of dispute regarding the statement of work of this contract.

Contractor: Shall mean a third party provider of relocation services where services are purchased by the government under the terms of this SOW.

Deed-in-Blank: Shall mean a document that conveys title to the property from the Employee to the Contractor when the Contractor's name is not on the deed. This occurs when a property may not yet be resold to an outside buyer at the time of the Employee executes the sale. Typically, the Employee provides the Contractor power of attorney to allow the Contractor to insert an outside buyer's name on the document at a later date.

Designated Certified Appraiser: Shall mean an individual who meets all the requirements of applicable laws to practice as an appraiser and/or be certified in states and/or localities that have certification and/or licensing requirements for appraisers. Specific criteria for a designated certified appraiser include:

- Primary income from single-family residential appraising (not from commercial and not from acting as a real estate broker)
- Have knowledge and experience in using industry-accepted relocation appraisal guidelines, such as the Worldwide ERC appraisal form and standards
- Familiar with market condition in areas of Home location
- Access to current location market data through multiple listing service or other home list and sale data service, when available
- No present or future interest in the Home, nor have a relationship that would affect an independent judgment in determining Anticipated Sales Price

- Not be a Government employee and not be related to the Employee or the Contractor by blood or marriage
- Not have a relationship with the Employee or the Contractor (personal or business) that would affect the objectivity and/or independence of the Appraisal
- Not have appraised the Home within the prior six months
- Have ability to perform and deliver the Appraisal in accordance with Contractor specified timeframes
- Appraiser's fee is not based on a percentage (%) of the appraised value of the Home or be contingent upon the sale of Home

Direct Delivery: Shall mean a shipment that is delivered directly to the residence without Storage-in-Transit.

Direct Reimbursement of Home Sale Expenses: Shall mean the reimbursements provided to an Employee who has been authorized for relocation expenses is entitled to reimbursement of home sale expenses under the FTR §302-11.200. Contractor may provide home marketing services designed explicitly for direct-reimbursement home sale efforts.

Disclosure Statement: Shall mean a statement made available to potential buyers listing known information or defects relevant to the Home, such as water seepage in a basement or the presence of radon gas or lead paint. A sample Disclosure Statement is included as Attachment 2 to this Statement of Work.

Double-Deed Recording Fees: Shall mean those fees levied in selected states (nine states as of April 2008) that do not permit use of Deed-in-Blank and require deeds to be recorded for each sale transaction (meaning the sales transacted between the Employee and the Contractor and then separately between the Contractor and the buyer). Double-Deed Recording Fees may be charged separately to the ordering agency outside of the fixed percentage rate fee for services under this contract and/or may be deducted from the Employee's equity at closing.

Employee: Shall mean an eligible Federal civilian or active duty service member of the Department of Defense.

Employee's Immediate Family: Shall mean members of an employee's family as follows:

- Spouse, excluding divorced or legally separated spouse (changes in marital status may affect eligibility).
- Children of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support. The term "children" shall include natural offspring, stepchildren, adopted children, grandchildren, legal minor wards or other dependent children who are under legal guardianship of the employee or employee's spouse.
- Dependent brothers and sisters (including step and legally adoptive brothers and sisters) of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support.
- Dependent parents (including step and legally adoptive parents) of the employee or employee's spouse.

Expiration Date: Shall mean the date by which the Employee must accept or reject the Guaranteed Buyout Offer for participation in the home sale program at the end of the Offer Period (as defined herein). Contractor will clearly identify Expiration Date on the Guaranteed Buyout Offer and will communicate the date verbally both the ordering agency and Employee. No exceptions will be authorized to extend the Expiration Date.

Federal Travel Regulation: Shall mean the Federal Travel Regulation (FTR) (41 CFR Chapters 300-304) that governs travel and transportation allowances for Federal civilian employees. Chapter 302 of the FTR governs relocation allowances and is available for review on the Internet at www.gsa.gov/fttr.

Forecasting: Shall mean the process of analyzing historical trends and current factors as the basis for anticipating housing market trends and effects on home sale prices. Forecasting applies when the normal marketing time in the area is less than 120 days or longer than 180 days.

Foreclosure: Shall mean the legal process reserved by a lender to terminate the borrower's interest in a property after a loan has been defaulted. When the process is completed, the lender may sell the property and keep the proceeds to satisfy its mortgage and any legal costs. Sales resulting from foreclosures may be used in the Appraisal process to determine the Guaranteed Buyout Offer as prescribed in the Appraisal process.

Guaranteed Buyout Offer: Shall mean the dollar amount at which the Contractor offers to purchase the Home from the Employee whether established through Appraisals or a Bona Fide Offer presented by outside buyer when Appraisals have not been ordered on the Home. If the sale to the outside buyer falls through, the Guaranteed Buyout Offer from the Contractor remains valid.

Government Tariff: Shall mean the Domestic Household Goods Government Rate Tender (GSA01).

Home: Shall mean a completed single-family dwelling, including a condominium or townhome, that is used as the Employee's principal residence and is the address from which the Employee commutes to his/her permanent duty station on a regular basis, including land customarily considered part of a residential lot as well as all personal property normally sold with a residence according to local custom, and that is owned by the Employee, and/or the Employee's Immediate Family.

Home Not Insurable: Shall mean a home that does not meet applicable industry criteria for the issuance of a standard form homeowners insurance policy at standard market rates as determined by a reputable insurance company authorized to conduct business in the area or a home in which the employee does not hold insurable title, as determined by a reputable abstract or title company authorized to conduct business in the area. Insurer may be a local insurance firm or national firm.

Home That Cannot Be Financed: Shall mean a home that does not meet generally applicable industry criteria for a mortgage loan at standard market rates, as determined by a reputable institutional lender, e.g., bank, savings bank or mortgage company authorized to conduct business in the area, including local lenders. Criteria for mortgage loans shall not be limited to particular types of loans, such as FHA, VA or loans eligible for repurchase under guidelines established by organizations such as "Fannie Mae" and "Freddie Mac."

Household Goods Move/Domestic (CONUS): Shall mean a basic move consisting of one shipment of household goods and personal effects and, when specifically authorized by the ordering agency, shipment of one or more privately owned vehicles (POVs). Under CHAMP the Canadian Territories are considered CONUS.

Household Goods Move/International (OCONUS): Shall mean a basic move consisting of one surface shipment of household goods and personal effects and, when specifically authorized by the ordering agency, one or more unaccompanied air baggage shipments and shipment of one or more POVs.

Household Goods Move Management Services: Shall mean the process of and related activities in moving an Employee's personal property including entitlement and pre-move counseling, carrier selection (if

requested), bill of lading preparation, shipment booking, service performance and prepayment audits, claims preparation and on-site quality control.

Industrial Funding Fee (IFF): Shall mean GSA's contracting and management fee that is built into the supplier's price for the services contracted under this Schedule. Contract prices charged to ordering activities include the industrial funding fee (IFF).

Inspections: Shall mean a professional examination of a Home's major components which may include exterior, foundation, framing, plumbing, septic, electrical system, heating, air conditioning, fireplace, kitchen, bathroom, roofing and interior. Additionally, inspections may be performed to identify evidence of infestation or contamination or other condition as described in this Statement of Work.

Joint Federal Travel Regulation (JFTR) Volume 1: Shall mean the regulations in this document pertain to per diem, travel and transportation allowances, relocation allowances, and certain other allowances of Uniformed Service members (including regular and reserve components). The JFTR may be found at <https://secureapp2.hqda.pentagon.mil/perdiem>.

Joint Travel Regulations (JTR), Volume 2: Shall mean the regulations in this Volume pertain to per diem, travel and transportation allowances, relocation allowances, and certain other allowances of DoD civilian employees. The JTR may be found at <https://secureapp2.hqda.pentagon.mil/perdiem>.

Line Haul Services: Shall mean transporting a household goods shipment under tariff from the point of origin to its destination.

Mandatory Marketing Period: Shall mean the period of time during which an Employee authorized for the Home Sale Services is required to make a good faith effort to market the Home. Typically, during the Mandatory Marketing Period, the Employee must market the Home at a price not to exceed a specified percentage of the average of two Broker's Market Analyses (BMAs) or Appraisals.

Mobile Home: Shall mean home designed with a frame for moving from one location to another. The basic design is the determining factor. Additional factors include the presence of a HUD 1 sticker located on the structure, a permanent foundation, taxed as real property and financed with a FHA, VA or conventional mortgage. Modifications that may have been made to the structure after it was assembled or moved to a specific location are not relevant. Applicable state and local laws addressing the definition of mobile homes shall be considered in the interpretation of the contract.

Mortgage Payoff: Shall mean that the Contractor will make full payment of all monies due to Employee's mortgage lender(s) at time of Employee Equity Payment on an Amend from Zero Sale, Buyer Value Option or Appraised Value Sale. Contractor is responsible for ensuring that all mortgage liens are released by lenders and no further obligations of any kind are held by Employee. Contractor will arrange for any mortgage escrow balances, if any at time of payoff, to be paid by mortgage lender to Employee. In the event that lender issues mortgage escrow balance payment to Contractor, Contractor is obligated to pay Employee. Mortgage payoff requirement may be waived if at the time of closing with a third party buyer, the third party buyer has assumed the Employee's mortgage(s) with a full lender approved mortgage assumption.

Mortgage Servicing: Shall mean that the Contractor shall purchase the Home from the Employee subject to any existing mortgages of record. Contractor will have full responsibility for the timely payment of mortgage payments as well as the subsequent payoff of the mortgage(s) either upon close of the resale of the property or when the circumstances surrounding the mortgage(s) dictate that the mortgage(s) be paid off sooner such

as the need to free up Employee VA/FHA benefits or the mortgage lender initiates rights for any due on sale provisions. Contractor will pay to Employee the full balance of the mortgage escrow, if any, at time of execution of the sale transactions. Said payment should be made and documented as a credit to Employee at time of Equity Payment. If the lender refunds the escrow balance directly to the Employee upon closing after the Employee has received the full balance of the escrow from the Contractor, the Employee must remit the those funds to the Contractor. If payments are not made in accordance with lender payment schedules, ordering agency may assess penalty fees to the Contractor up to \$2,500 per Employee affected. Additional penalties may be specified at the agency level through BPA or task order to recover actual costs to the Employee and/or agency to correct the affected Employee's credit report.

Move: Shall mean the activities associated with the shipment and storage of an employee's personal property in connection with a relocation. More than one Commercial Bill of Lading can be issued for a move, for example an UAB and HHG shipment.

Move Management Services: See "Household Goods Move Management Services."

Moving Expenses: Shall mean all costs incurred by the Contractor in handling and moving an employee's personal property, including but not limited to, packing, transporting, storing and unpacking. Moving expenses may exclude the negotiated Household Goods Move Management price.

Negative Equity: Shall mean a situation in which the market value of a mortgaged asset is below the amount of the loan or mortgage taken against it. Some loan agreements require the borrower to make up the shortfall. Where the market value continues to fall sharply, the lender may 'call' the loan by demanding immediate full payment of the balance loan amount.

Non-Temporary Storage (NTS): Shall mean the long-term permanent storage, other than storage-in-transit.

Off-List Supplier: Shall mean a relocation homesale service supplier such as appraiser, real estate agent or inspector that is not in the Contractor's network of authorized suppliers.

Offer Period (or Acceptance Period): Shall mean the period of time between the date Contractor extends the written Guaranteed Offer to the Employee and the Expiration Date of the Guaranteed Offer; typically 60 to 90 days as specified by task order or Blanket Purchase Agreement between the ordering agency and Contractor.

Packing: Shall mean all costs incurred by the Contractor in handling and moving an employee's personal property, including but not limited to packing, packing materials, crating, debris removal, containers and unpacking.

Personal Property: Shall mean the employee's personal property which may consist of one or all of the following: 1) household goods; 2) unaccompanied air baggage; and 3) privately owned vehicles.

Prepayment Penalty: Shall mean a monetary penalty imposed by a lender on a borrower who pays a loan off before its expected end date. Prepayment penalties on a first and/or second mortgage may be excluded from the Contractor's service fees and, if so, are the responsibility of the Employee. Those expenses are reimbursable under the FTR §302-11.200(f)(2) for Direct Reimbursement of Homesale Expenses for up to three months interest on the outstanding loan balance and deductible by the Employee for Federal tax purposes.

Professional Books, Papers, and Equipment (PBP&E): Shall mean those items which the employee uses in the performance of official duties. If identified and approved, these items are not charged against the member's authorized weight allowance.

Reevaluation Process: Shall mean an opportunity afforded to the Employee to contest the Appraised Value Offer made by the Contractor by providing additional objective information to be evaluated by the original appraisers which could result in a higher, equal, or lower Guaranteed Offer for the Employee's Home.

Relocation Services Coordinator (RSC): An individual within each Government agency designated as the primary liaison between that ordering agency and the Contractor. Agencies may appoint sub-coordinators as necessary within each agency that will function under the guidance of the RSC. The RSC shall act within the scope of the contract and may not amend or modify the contract. The RSC shall be the focal point in settling disputes between the Employee and the Contractor.

Shipment Services: Shall mean all move costs incurred by the Contractor in handling and moving an employee's personal property, including but not limited to auxiliary van moving service, transportation charges and self-storage warehouses.

Short Sale: Shall mean a sale by the Employee in which the sales price is insufficient to pay off the loans encumbering the property as well as the costs of sale, including any buyer concessions. A Short Sale may entail a forgiveness of debt negotiation with a lender or without forgiveness of debt. If the lender forgives the debt, the relocating employee does not owe the lender a portion or all the deficient amount (it is forgiven), but the forgiveness of debt can have tax and credit consequences to the Employee. If the lender does not forgive the debt, the relocating employee and the lender come to terms and arrange for the debt to be paid.

Special Handling Transactions: Shall mean eligible Homes otherwise permitted under the FTR but which are determined by the Contractor and the agency to be either especially difficult to sell or where the property value is especially difficult to determine. Prior agreement between the Contractor and agency would be required before a property would be handled in this manner. This determination and agreement should be made BEFORE the Contractor extends a Guaranteed Offer to the Employee. If a Contractor refers a Home for Special Handling per the criteria described in this SOW and the agency does not agree, the agency may pull the home from the homesale program and reimburse the Contractor for actual expenses incurred to date for appraisals and/or inspections up to limits specified in this Statement of Work. For purposes other than fee (SINs 653-5) Special Handling Transactions will be handled in the same manner as properties handled under the Home Sale Service (SIN 653-1(A)) and in accordance with the agency's relocation program. Agency BPAs and task orders should specify criteria and processes for referring homes for Special Handling Transactions.

Storage-In-Transit (SIT): Storage-In-Transit (SIT) shall mean temporary storage authorized in connection with a shipment of household goods.

Surface Deployment and Distribution Command (SDDC): Shall mean the DoD's contracted household goods shipment and storage program for transportation of household goods, unaccompanied air baggage, and military members relocated in the interest of the Government. This information is contained in the SDDC "Domestic and International Personal Property Rate Solicitations. Both documents may be found on the SDDC web site at the following address: <http://www.sddc.army.mil> and click on "Personal Property/POV", and then locate the Domestic and International Personal Property Rate Solicitations.

Title: Shall mean any interest held by the Employee in the Home. For purposes of the Home Sale Services portion of this contract, "title" shall mean any interest in real estate that is marketable and insurable under applicable state law. In addition to fee simple interests, "title" includes rights held under land contracts, recorded long-term ground leases with a minimum 50 years remaining on the time of the lease. (Warranty deed does not constitute title transfer.)

Transportation Management Services Solution (TMSS): Shall mean GSA's web-based system that will allow customers to manage transportation from the time a shipment is booked until payment is made. This end-to-end system will perform the following tasks on-line: acquire cost comparisons, book shipments and related services, generate bills of lading, track and trace services requested, view proof of delivery, pay for transportation, resolve billing disputes, file and settle loss and damage claims, perform pre and post payment audits.

Unaccompanied Air Baggage (UAB): Shall mean that portion of an employee's prescribed weight allowance of household goods that is normally shipped separately from the major bulk of furniture. It is usually shipped by an expedited mode because it is needed immediately upon the employee's arrival at the destination.

Vacate Date: Shall mean the date by which the Employee or Employee's Tenant must vacate the Home prior to sale of the Home.

Work Days: Shall mean Monday thru Friday, exclusive of Federal holidays.

SIN 653-1 – EMPLOYEE RELOCATION SERVICES - HOME SALE SERVICES

SIN Description

Employee Relocation Services – Home Sales Services, Open to All Sources: This SIN is for coordination and integration of relocation-related home sale assistance and includes home sales services (appraised and amended value) and home marketing assistance (working with the real estate agent to provide real estate advice to the transferee, develop a marketing strategy, recommend repairs or improvements). An offer on this SIN must include an offer on SINs 653-4 and 653-5 for additional and customized services, such as destination services (home-finding assistance, area counseling, mortgage financial counseling, rental assistance, temporary housing assistance, spouse-employment assistance, home inspection); and reports. Contractors may also offer alternative programs under SIN 653-5, such as Buyer Value Option (BVO) and Special Handling for homes that are difficult to market or value.

1. Scope & Complexity

The Contractor shall:

- Provide a full range of services necessary to satisfy ordering agencies' employee relocation requirements. The Government is seeking services that industry normally accords to commercial customers to the maximum extent practicable.
- Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract clause.
- Be capable of handling multiple task orders simultaneously.

2. Pricing

GSA seeks pricing based on commercial practices to the extent practicable, factoring into consideration that indemnification allowed under commercial programs is not applicable to Federal fixed percentage rate home sale programs. Specific to SIN 653-7 only, prices must meet the stated Service Contract Act and resultant wage determination requirements except that the Service Contract Act does not apply where published tariff rates are in effect.

GSA recognizes that Contractor acts as a service integrator and utilizes a network of independent service providers to deliver many of the services described within the Statement of Work. In connection with its use of these independent service providers, Contractor collects referral fees, marketing fees, service fees and volume discounts from such suppliers. These referral fees, marketing fees, service fees and volume discounts are negotiated with suppliers based on the overall volume of business that the Contractor refers to these suppliers from across its client base and, in some cases, services that Contractor performs to facilitate the supplier's delivery process (e.g., providing software for reporting). Via the Schedule, GSA offers pricing options that enable Contractor to factor revenue from suppliers into the pricing extended to the Government. To verify the extent to which such supplier revenues are factored into pricing, GSA may request Contractor to supply information relating to its supplier network revenue arrangements as part of the evaluation process.

Pricing Option 1: Full Choice Guaranteed Buyout with Mortgage Payoff – Shall mean that the following elements are in place:

- Employee has choice of real estate agent in both old and new locations;
- Employee may have listed home previously via a "For Sale by Owner" or other listing arrangement;

- Appraisals are performed upon Authorization;
- Employee will select Designated Certified Appraisers from list provided by Contractor;
- Appraised Value Offer Period is for a period of 60 days, but may be increased up to 90 days by the ordering agency
- Employee may accept Appraised Value Offer at any time during offer period;
- Mortgage Payoff required at time of acquisition;
- Employee mortgage counseling for new home purchase not required; and
- Employee has choice of mortgage supplier.

Pricing Option 2: Full Choice Guaranteed Buyout without Mortgage Payoff - Shall mean that the following elements are in place:

- Employee has choice of real estate agent in old and new location;
- Employee may have listed home previously via a “For Sale by Owner” or other listing arrangement;
- Appraisals are performed upon Authorization;
- Employee will select Designated Certified Appraisers from list provided by Contractor;
- Appraised Value Offer Period is for a period of 60 days, but may be increased up to 90 days by the ordering agency;
- Employee may accept Appraised Value Offer at any time during Offer Period;
- Employee mortgage counseling for new home purchase not required;
- Employee has choice of mortgage supplier; and
- Mortgage payoff is not required at time of acquisition; however, the Contractor is required to comply with provisions outlined under Mortgage Servicing.

Pricing Option 3: Managed Guaranteed Buyout with Mortgage Payoff – Includes the following elements:

- Employee is **REQUIRED** to use a Contractor recommended real estate agent in **BOTH** old and new locations (if employee opts to purchase in the destination area within six (6) months of closing on the home in the origin location);
- Home must **NOT** have been listed previously by the Employee with another agent or as a “For Sale by Owner” within the last six (6) months;
- Appraisals may be delayed for up to 30 days from date of Authorization. Pricing provided in the grid below, however, should assume appraisals are not delayed; discount from the maximum fixed percentage rate, if any, should be specified in the appropriate section below;
- Employee will select Designated Certified Appraisers from list provided by Contractor;
- Employee list price not to exceed 105% of the average of two Broker Market Analyses or the Appraised Value Offer;
- Mandatory Marketing Period will be a minimum of 60 days prior to acceptance of Appraised Value Offer;
- Appraised Value Offer Period is for a period of 60 days, but may be increased up to 90 days by the ordering agency;
- All buyer offers received by Employee must be presented to Contractor with Contractor right to accept buyer offers lower than Appraised Value Offer (in which case, Employee will accept the Contractor’s Appraised Value Offer and the Contractor will acquire the property at the buyer’s lower price);
- Employee mortgage counseling for new home purchase required;
- Employee has choice of mortgage supplier; and
- Mortgage Payoff required at time of Contractor acquisition into inventory.

Pricing Option 4: Managed Guaranteed Buyout without Mortgage Payoff - Includes the following elements:

- Employee is REQUIRED to use a Contractor recommended real estate agent in BOTH old and new locations (if employee opts to purchase in the destination area within six (6) months of closing on the home in the origin location);
- Home must NOT have been listed previously by the Employee with another agent or as a “For Sale by Owner” within the last six (6) months;
- Appraisals may be delayed for up to 30 days from date of Authorization. Pricing provided in the grid below, however, should assume appraisals are not delayed; discount from the maximum fixed percentage rate, if any, should be specified in the appropriate section below;
- Employee will select Designated Certified Appraiser from list provided by Contractor;
- Employee list price not to exceed 105% of the average of two Broker Market Analyses or the Appraised Value Offer;
- Mandatory Marketing Period will be a minimum of 60 days prior to acceptance of Appraised Value Offer;
- Appraised Value Offer Period is for a period of 60 days, but may be increased up to 90 days by the ordering agency;
- All buyer offers received by Employee must be presented to Contractor with Contractor right to accept buyer offers lower than Appraised Value Offer (in which case, Employee will accept the Contractor’s Appraised Value Offer and the Contractor will acquire the property at the buyer’s lower price);
- Employee mortgage counseling for new home purchase required;
- Employee has choice of mortgage supplier; and
- Mortgage Payoff is not required at time of acquisition; however, the Contractor is required to comply with provisions outlined under Mortgage Servicing.

Fees may be expressed as a percent of the Appraised Value or Amended Value. Flat Fees (\$ Per Transaction) will be allowed for lowest appraised value range (\$0- \$99,999). Offerors must also include an explanation of how the Industrial Funding Fee will be calculated.

Potential costs for mortgage Prepayment Penalties and Double-Deed Recording Fees shall be included in the pricing options below. Because those costs may be billed separately to the ordering agency and/or deducted from the Employee’s equity at closing, those items may be expressly excluded from pricing upon agreement between the Contractor and ordering agency via BPA or task order. As such, Contractor shall specify the percentage rate discounts from base pricing that may be attainable if those items are excluded from the fixed percentage rate and reimbursed directly to the Employee by the ordering agency.

Proposed Base Pricing shall be inclusive of the Industrial Funding Fee (IFF)

Base Pricing:

| Pricing Option | Home Sale Program Type | Acquisition Price Range | | | | | | | | | |
|----------------|------------------------------------|-------------------------|-----------------|---------------------|-----------------|---------------------|-----------------|---------------------|-----------------|-----------------|-----------------|
| | | Up to \$99,999 | | \$100,000-\$249,999 | | \$250,000-\$499,999 | | \$500,000-\$749,999 | | over \$750,000 | |
| | | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate |
| Option 1 | Full Choice: Mortgage Payoff | | | | | | | | | | |
| | Appraised Value Sale | | | | | | | | | | |
| | Amended Value Sale | | | | | | | | | | |
| Option 2 | Full Choice: No Mortgage Payoff | | | | | | | | | | |
| | Appraised Value Sale | | | | | | | | | | |
| | Amended Value Sale | | | | | | | | | | |
| Option 3 | Managed Buyout: Mortgage Payoff | | | | | | | | | | |
| | Appraised Value Sale | | | | | | | | | | |
| | Amended Value Sale | | | | | | | | | | |
| Option 4 | Managed Buyout: No Mortgage Payoff | | | | | | | | | | |
| | Appraised Value Sale | | | | | | | | | | |
| | Amended Value Sale | | | | | | | | | | |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: _____%

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: _____%

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: _____% or \$_____ Flat Fee

If U.S. housing market conditions strengthen as determined by GSA through review of key housing market indicators as identified by the U.S. Department of Housing and Urban Development’s quarterly report “U.S. Housing Market Conditions,” (<http://www.huduser.org/periodicals/ushmc.html>) or other source as determined reliable by GSA, the GSA contracting officer may request Contractor to verify current pricing relative to the improved market conditions or to voluntarily reduce pricing commensurate with market improvements.

If commercial rates are not comparable to the prices offered the Government under this solicitation, please fully explain the differences that prohibit a direct comparison. An example may be if commercial contracts are cost reimbursable and not fixed-price. Another example may be if the risk factors involved in offering a guaranteed home buyout are not present in your commercial pricing structure or are so different that a direct comparison is not practicable.

3. Reports

The Contractor shall:

1. Provide all reports (web-based, electronically, hardcopy or as requested) on contract usage that they offer commercially. The Contractor shall identify commercial reports that are available to enhance an agency’s ability to manage its employee relocation program.

2. All transactions paid by Government charge card will be included in all reports under this contract.

3. Quarterly reporting by the Contractor is MANDATORY for all services procured under Schedule 48. The Contractor must provide the GSA Contracting Office with a quarterly report that details an agency’s employee relocation expenditures for the given report period detailed by Employee (may list as transaction code rather than by Employee name if agency has corresponding transaction code in its records for audit purposes), and provide a cumulative total across all agencies serviced, including a synopsis of each effort. Please note that the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15th calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to onthego@gsa.gov and transportation.programs@gsa.gov ,

subject: Quarterly Employee Relocation Services Report, By Agency, or at GSA’s option, through an automated reporting tool provided by the GSA. Negative reports are required. Data fields to be reported are:

| Agency | Items/Services Provided | Transaction by Employee (List by type of Service Ordered) | Contractor’s fee(s) (List by type of service ordered at the transaction level) | Dollar Value Per Transaction (List by type of service ordered) |
|--------|-------------------------|--|--|--|
| | | | | |
| | | | | |

For audit purposes, GSA may request comparable reports from ordering agencies. Reports from both Contractor and ordering agencies may be reviewed and reconciled quarterly to ensure accurate reporting and timely payment of IFF for all Schedule 48 SINs.

4. Fraudulent Use: The contractor shall provide the GSA Contracting Officer a quarterly report listing any suspected fraudulent use of the Transportation, Delivery, and Relocation Solutions Schedule 48 by authorized or unauthorized users (e.g. using the TDRS schedule for personal use vs. official government purposes) to the same mailbox specified above. Contractors shall report suspected fraudulent use to the GSA Contracting Officer at any time.

The Contractor shall include such information that would identify the possible fraud that occurred. The information, if applicable, should include the name of the agency, account number if applicable, name and address of account, point of contact and phone number for the account, billing and payment information, the reason why it suspects fraudulent use, and any action taken by the Contractor. The Contractor shall provide any other additional relevant information.

4. Specific Requirements

4.1 Home Marketing Assistance:

Under all pricing options indicated under Section 2 above for which the Contractor submits a bid, the Contractor shall provide assistance to an Employee who wishes to sell his/her home at the old duty station either independent of or in conjunction with the Home Sale Service if requested by the Government. Marketing assistance shall include:

- Development of a marketing strategy, suggested list price and probable selling price and terms, employee home disclosure responsibility and requirements. Marketing strategies, recommendations and advice furnished by the Contractor shall be provided in writing to the Employee.
- Recommendations for repairs or improvements to enhance salability.
- Recommendation of a listing agent, if requested or required by pricing option for which the agency contracts.
- Advice on managing and working with a listing agent.
- Advice on negotiating with potential buyers and evaluation of offers.
- Provision of toll-free telephone lines that may be used by Employees to facilitate the above services.

The Employee must first be assigned to a Contractor via Authorization by the RSC and participate in pre-listing counseling by the Contractor to be eligible for the Home Sale Services portion of this contract.

Before the Employee is enrolled in the home sale program, the Contractor shall confirm with the Employee that he/she has been notified by the RSC of the ordering agency's specific requirements and contractual obligations regarding optional or mandatory use of the Contractor's Home Marketing Assistance program.

Under the Full Choice Pricing Options 1 and 2, the Contractor shall advise the Employee that he/she may elect to enter into a listing agreement with a real estate agent from the list supplied by the Contractor or other agent of the Employee's choice, but must include an exclusion clause in such listing agreements. Under these pricing options, the Home may have been listed previously by the Employee with another agent or as a "For Sale by Owner."

Under the Managed Buyout Pricing Options 3 and 4, the Contractor shall advise the Employee that he/she must enter into a listing agreement with a real estate agent recommended by the Contractor which will include the exclusion clause as an amendment to that listing agreement. Under these pricing options, the Home must NOT have been listed previously by the Employee with another agent or as a "For Sale by Owner."

The purpose of the exclusion clause is to protect the Employee from paying a real estate commission in the event the property is sold to the Contractor under an "Appraised Value Sale." It is the Employee's responsibility to ensure the exclusion clause is included in a listing agreement. Any listing agreement shall include an "exclusion clause" that is similar to the following:

Exclusion Clause: "The seller hereby reserves the right to sell the property directly to (Contractor name) at any time and, in such event, to cancel this listing agreement with no obligation for commission or continuation of listing hereafter and to turn over an acceptable written offer there under to (Contractor name) for closing and payment of commission which shall be deemed earned and payable only upon closing of title."

4.2 Home Sale Services:

For all pricing options, to be eligible for participation under this contract the property must meet requirements as defined in "Home" and must be owned by the Employee or the Employee and immediate family member(s) as defined in "Employee's Immediate Family".

If a home would be subject to pro rata reimbursement under FTR part 302.11 were the Employee to sell the residence under the Direct Reimbursement method, the Employee will be eligible for Home Sale Services only if all owners satisfy the Government and the Contractor of their willingness and ability to pay their proportional shares of the contract cost directly to the Contractor. The proportions shall be determined under rules governing reimbursement of residence transactions expenses contained in FTR part 302.11.

For all pricing options, the following properties are NOT eligible for the Home Sale Services portion of the contract:

- Mobile homes (as defined herein)
- Cooperative apartments
- Houseboats
- Homes not insurable by neither national nor local insurer (as defined herein)
- Homes that cannot be financed by neither national nor local lenders (as defined herein)

- Homes that cannot be appraised or marketed
 - Includes homes in remote or inaccessible locations where either no comparable sales exist or no sales have occurred in the 12 months preceding the date of the first Appraisal or are otherwise considered unmarketable. The determination of such a home is at the discretion of the Contractor but must be supported by objective documentation of factors that contributed to that determination. Contractor may refer such homes for Special Handling under SIN 653-5.
- Homes under construction or undergoing substantial renovations
- Homes without potable water systems
- Homes not in compliance with State and local codes in effect at the time the Home would be entered into the home sale services program
 - Includes homes with non-compliant conditions that cannot be corrected in accordance with procedures in the “Appraisals” and “Amended Value Sales” sections in this statement of work.
- Homes with toxic substances or other contamination as determined through the Disclosure Statement and/or Professional Inspection. (A sample Disclosure Statement is included as Attachment 2 to this Statement of Work.)
 - Includes homes that have undergone inspection for contamination by toxic or hazardous substances and have been determined to be contaminated by toxic or hazardous substances or conditions (e.g., UFFI, radon gas, friable asbestos insulation, lead paint, and toxic mold). (Contractor must provide GSA and the ordering agency with list of conditions or substances that fall within the Contractor’s definition of “toxic or hazardous substances” prior to accepting a task order or signing a BPA.) A property identified as having Exterior Insulation and Finishing Systems (EIFS) or Synthetic Stucco may be inspected or tested by the Contractor for proper installation and/or moisture damage prior to acceptance into the home sale program. Homes near underground storage tanks or toxic waste sites may be inspected for evidence of seepage.
- Homes that have been determined through a professional inspection to have defects that have not been addressed or remediated as outlined in Section 4.4 of this Statement of Work.

Other Exclusions and Restrictions:

- Homes, if rented to a Tenant, must be vacated by Tenant prior to the Employee's acceptance of the Contractor's Appraised Value Offer. This restriction applies both to Appraised Value Sales and to Amended Value Sales under all pricing options.
- Homes with land in excess of that which reasonably relates to the residence site and is typical and customary for the area are eligible for the program the Government will pay only the proportional share of the contract price that reasonably relates to the residence site. The Relocation Services Coordinator (RSC) and the Contractor shall determine the amount of land that reasonably relates to the residence site, based on the nature of the property in question and the prevailing conditions in the market for such property in the area.

The Employee will not be eligible for Home Sale Services provisions of this contract if the Contractor cannot reach settlement with the Employee within the timeframes established in the FTR Section for reimbursement of residence transaction expenses. The ordering agency will reimburse the Contractor for appraisal and inspection expenses incurred on the Employee’s behalf not to exceed \$5,000.

4.3 Utilizing Home Sale Services:

As outlined in Section 2 Pricing of this statement of work, Contractor will provide separate pricing based on any or all four program pricing options. At a minimum, procedures and requirements vary by pricing option as indicated below. Additional terms and conditions may apply to ordering agency blanket purchase agreements or task orders.

Pricing Options 1 and 2 Full Choice Guaranteed Buyout:

Within five (5) working days of the Employee's Authorization date, Contractor will contact Employee by telephone or email to counsel Employee on procedures specific to the terms and conditions of the services contracted by the Employee's agency. If the Contractor is unable to reach the employee, the file shall be documented to that effect, and the Contractor shall continue to attempt to contact the employee in an expeditious manner. Failure to contact the employee within five (5) working days shall be reported to the RSC.

During the initial contact, the Employee shall be given the Contractor's toll-free telephone number. At this time, the Contractor will:

- Advise the employee that if he/she elects to use the Home Sale Services provided under this contract, he/she is required to sign and return a property condition Disclosure Statement(s) within five (5) days of receipt and prior to the Contractor ordering appraisals. No appraisals will be ordered until the Contractor receives the required signed Disclosure Statement(s). Contractor shall notify RSC of anticipated delays in the appraisal process resulting from Employee failure to return the signed Disclosure Statement(s).
- Explain the Home Marketing Assistance Program to the Employee and the Employee's roles and responsibilities to participate in marketing the Home. Ordering agencies that contract for Home Sale Services under Pricing Options 1 and 2 Full Choice Guaranteed Buyout may allow Employees the option to select real estate agents outside of the Contractor's broker network and may allow Employees the option to market their Homes or to accept the Appraised Value Offer without participating in the Home Marketing Assistance program.
- Advise the Employee that if he/she elects to use the Home Sale Services, he/she may, prior to the appraisals being performed, gather and submit information concerning the Home, such as comparable sales and listing information, which the Employee reasonably feels will affect the value at the home. This information will be furnished in writing by the Employee to the appraiser(s) at the time of the appraiser's inspection or beforehand.
- Advise Employee that homesale market conditions and loan settlement requirements may impact the Employee's ability to participate in the Guaranteed Buyout Program and options Employee should pursue if he/she anticipates a Negative Equity or Short Sale situation in which his/her loan amount exceeds equity in the home.

The RSC may require additional specific items of information to be included in the Contractor's telephone notification by the Contractor to relocating Employees of that agency.

Within five (5) working days of the date of initial telephone or email contact, the Contractor will mail the employee information confirming the conversation and providing the employee with copies of all publications pertaining to the relocation program services applicable to the Employee. The Government desires "user friendly" brochures and literature that provide accurate guidance and instructions to user agency/employees/Relocation Service Coordinators. Copies of these publications will be provided, upon request, to the RSC at no additional cost. Information to be mailed shall include copies of any Disclosure

Statement(s) required by local, state, or Federal law. If no Disclosure Statements are required under local, state or Federal law, the Contractor must furnish a standard form Disclosure Statement developed by the Contractor for use under this contract. At a minimum, the Disclosure Statement will include the elements identified in the sample disclosure form included among the attachments to this SOW. Information to be mailed shall include a description of the appraisal, title search and inspection procedures the Contractor will use pursuant to the "Inspections and Inspection Criteria," "Appraisals," "Appraised Value Sales", "Amended Value Sales" and "Amended from Zero Sales" sections below.

Pricing Options 3 and 4 Managed Guaranteed Buyout:

Within five (5) working days of the Employee's Authorization date, Contractor will contact Employee by telephone or email to counsel Employee on procedures specific to the terms and conditions of the services contracted by the Employee's agency. If the Contractor is unable to reach the employee, the file shall be documented to that effect, and the Contractor shall continue to attempt to contact the employee in an expeditious manner. Failure to contact the employee within five (5) working days shall be reported to the RSC.

During the initial contact, the Employee shall be given the Contractor's toll-free telephone number. At this time, the Contractor will:

- Advise the employee that if he/she elects to use the Home Sale Services provided under this contract, he/she is required to sign and return a property condition Disclosure Statement(s) within five (5) days of receipt and prior to the Contractor contacting listing agents. The property cannot be listed until the Contractor receives the required signed Disclosure Statement(s). Contractor will notify RSC of anticipated delays listing the Home resulting from Employee failure to return the signed Disclosure Statement(s).
- Explain the Home Marketing Assistance Program to the Employee and the Employee's roles and responsibilities to participate in marketing the Home. Ordering agencies that contract for services under Pricing Options 3 and 4 Managed Guaranteed Buyout agree to use real estate agents affiliated with brokers from within the Contractor's broker network for both listing the home at the origin and purchasing the home at the destination (if the Employee elects to purchase in the Destination within 6 months of accepting the Guaranteed Buyout Offer from the Contractor).
- Advise Employee that homesale market conditions and loan settlement requirements may impact the Employee's ability to participate in the Guaranteed Buyout Program and options Employee should pursue if he/she anticipates a Negative Equity or Short Sale situation in which his/her loan amount exceeds equity in the home.
- As applicable, advise the Employee that he/she is required to participate actively in marketing the Home a minimum of 60 days (or other specified Mandatory Marketing Period) before accepting the Guaranteed Buyout Offer.
- As applicable, advise the Employee on listing price parameters. If the ordering agency has elected to delay appraisals by up to 30 days from the date the Employee is enrolled in the Contractor's Home Marketing Assistance program, the maximum listing price is 105% of the Anticipated Sales Price as determined from an average of at least two Broker Market Analyses (BMAs). If appraisals are authorized from the outset, the listing price is not to exceed 105% of the Appraised Value Offer.
- Advise the Employee that if he/she elects to use the Home Sale Services, he/she may, prior to the appraisals being performed, gather and submit information concerning the Home, such as comparable sales and listing information, which the Employee reasonably feels will affect the value at the home. This information will be furnished in writing by the Employee to the appraiser(s) at the time of the appraiser's inspection or beforehand.

The RSC may require additional specific items of information to be included in the Contractor's telephone notification by the Contractor to relocating Employees of that agency.

Within five (5) working days of the date of initial telephone or email contact, the Contractor will mail the employee information confirming the conversation and providing the employee with copies of all publications pertaining to the relocation program services applicable to the Employee. The Government desires "user friendly" brochures and literature that provide accurate guidance and instructions to user agency/employees/Relocation Service Coordinators. Copies of these publications will be provided, upon request, to the RSC at no additional cost. Information to be mailed shall include copies of any Disclosure Statement(s) required by local, state, or Federal law. In the alternative, if no Disclosure Statements are required under local, state or Federal law, the Contractor must furnish a standard form Disclosure Statement developed by the Contractor for use under this contract. Information to be mailed shall include a description of the appraisal, title search and inspection procedures the Contractor will use pursuant to the "Inspections and Inspection Criteria," "Appraisals," "Appraised Value Sales", "Amended Value Sales" and "Amended from Zero Sales" sections below.

Referring Properties for Special Handling - Homes that do not qualify for Home Sale Services may be referred for Special Handling under SIN 653-5 if the Contractor is authorized to provide those services under this contract. Special Handling Transactions will be agreed upon by the Contractor and the agency when properties are determined to be either especially difficult to sell or where the property value is especially difficult to determine. For example, Special Handling properties may include:

- Homes with Appraised Values in excess of \$1,000,000
- Homes in remote areas (greater than 10 miles from the nearest incorporated town) or homes not accessible by automobile throughout the year or that require use of boats, airplanes or specially equipped automobiles to access the property
- Homes with lot sizes that are uncommon for the area (e.g., lots in excess 5 acres in a metropolitan area), income producing properties, and other situations where the employee is authorized relocation allowances on a pro rata basis;
- Homes with repair requirements in excess of 5% of the property value as determined by the Broker's Market Analysis (BMA) ordered by Contractor;
- Homes where the owner is in foreclosure;
- Homes with unique attributes or features highly unusual for the market, e.g. earth-bermed homes, homes with alternative energy systems, etc.

Specific Contractor criteria for Special Handling referral shall be identified to GSA as part of the offer submission and to ordering agencies. Prior agreement between the Contractor and ordering agency is required before a property would be handled in this manner and alternative pricing typically applies. Contractor must refer a Home for Special Handling PRIOR to extending the Appraised Value Offer. Contractor must supply documentation to support Special Handling referrals.

If a Contractor refers a Home for Special Handling per the criteria described in this SOW and the agency does not agree, the agency may pull the home from the homesale program and reimburse the Contractor for actual expenses incurred to date for appraisals and/or inspections up to \$5,000 with the submission of documentation that substantiates the expense. For purposes other than fee, (SINs 653-5) Special Handling Transactions will be handled in the same manner as properties handled under the Home Sale Service (SIN 653-1(A)) and in accordance with the agency's relocation program. Agency BPAs and task orders should specify criteria and processes for referring homes for Special Handling Transactions.

4.4 Inspections and Inspection Criteria:

- Under all Pricing Options, Contractor will order inspections as follows:
 - General Home Inspection: Shall be ordered on all Homes in excess of 10 years old.
 - Pest/Termite Inspection: Shall be ordered on all Homes.
 - Additional Inspections: Limited to those recommended and/or required by the Appraisals, BMA, or as required or customary by state or local codes, safety requirements, laws or common practice for the transfer of property title or homeowner disclosures to buyers in effect at the time the Home is entering the Home Sale Services Program. The Contractor is required to notify Employee of all additional inspections and secure consent from Employee prior to ordering inspections.
 - List of home components that will be required by the Contractor to be inspected routinely (e.g., structural inspection, roof, heating/cooling systems, septic system, etc.) should be detailed to GSA and in BPAs or task orders.
- Inspection Process under all pricing options:
 - (i) Before any inspections for possible contamination by toxic or hazardous substances are conducted, the employee shall be informed of the nature of the inspections that will be performed and shall give permission to conduct said inspections. Failure to grant permission for inspection(s) within 14 days of the first documented request will make the home ineligible for the home buyout program. An inspector performing an inspection under this contract shall:
 - Have no present or future interest in the subject property nor have a relationship which would affect an independent judgment while performing the inspection.
 - Not be a Government employee and not be related to the employee or the Contractor by blood or marriage.
 - Not have a relationship with the employee or the Contractor (personal or business) that would affect the objectivity and/or independence of the inspection.
 - Not have inspected the subject property within the prior six months.
 - Have the ability to perform the service in a timely fashion in an effort to enable the Contractor to meet the contract's timeframes.
 - Not base his/her fee on a percentage of the appraised value of the property or have said fee contingent on the sale of the property.
 - Inspector must be licensed as well as certified.
 - (ii) The Employee shall be advised that the sole purpose of the inspections is to determine whether the home is in fact eligible for the Home Sale Services portion of this contract and that, if it is determined that a condition making the home ineligible exists, the Employee shall be afforded an opportunity to repair or remedy the condition. If the independent inspector determines that a condition cannot be corrected, the residence will be ineligible for the home sale program.
 - (iii) Offers may be contingent offers only if those repairs and inspections required as stated herein have not been completed. If the condition is not correctable or if the Employee elects not to correct it, the home shall be ineligible for the Home Sale Services portion of this contract. Conversely, if the condition(s) is corrected by the Employee and a satisfactory re-inspection

report(s) is obtained, the Contractor shall be required to accept the home on an “as is” basis. Employees shall be given a period of 30 days to correct all conditions.

- (iv) If inspections reveal conditions that make a home ineligible for the Home Sale Services portion of this contract, the Contractor shall determine if the condition can be corrected and if a binding repair cost can be obtained from a qualified repair contractor. If the condition can be corrected within a reasonable period, not to exceed 30 days from the date an Employee accepts an Appraised Value Offer, and a binding repair cost can be obtained, the Appraised Value Offer may be made contingent in accordance with Appraised Value Sales. If the conditions require remediation of toxic hazardous substances, or if a binding repair cost cannot be obtained, the Contractor shall notify the Employee of the condition. The Employee will have five (5) calendar days to elect one of the following:
- Delay receipt of the Appraised Value Offer for up to 30 calendar days of receiving verbal notice from the Contractor, followed up by written notice of the ineligible condition, and correct the condition within the 30-day period. In this situation the Contractor will ensure that the appraisals are updated accordingly to reflect market changes due to the 30-day delay. The Contractor will require the Employee to obtain and submit all bids for approval by the Contractor. If repair estimates are in excess of \$1,000 the Employee will be required to obtain two estimates. Both estimates will require Contractor approval. The repairs must be reinspected by a qualified inspector of the Contractor’s choice and approved prior to the Employee’s ability to accept the Appraised Value Offer under all pricing options.
 - Receive the Appraised Value Offer contingent upon completion of the repairs by a qualified repair contractor. The contingency will require the Employee to complete the repairs within 30 calendar days of receipt of the Appraised Value Offer. The repairs must be reinspected by a qualified inspector of the Contractor’s choice and approved prior to the Employee’s ability to accept the Appraised Value Offer under all pricing options.

Inspection Repairs: Non-cosmetic improvements or repairs cited by the inspection will be the Employee’s responsibility to complete at the Employee’s expense. Upon prior agreement between Contractor and ordering agency, expense for repairs authorized by the Employee and coordinated by the Contractor may be deducted from the Employee’s equity at Closing.

4.5 Appraisals:

Standards

Appraisals are to be conducted by Designated Certified Appraisers in accordance with current Uniform Standard of Professional Appraisal Practice (USPAP) as published by the Appraisal Standards Board (<http://commerce.appraisalfoundation.org/html/USPAP2008/index.htm>) and industry-accepted guidelines, such as the Worldwide ERC[®] Appraisal Guidelines. *Where USPAP and/or Worldwide ERC[®] guidelines conflict with contract requirement, the contract shall prevail.*

Contact with Employee, Counsel on Appraisal Process and Provide Appraiser List

Within three (3) working days of receipt of Authorization, the Contractor shall contact the Employee by telephone or by email to arrange for a telephone call to:

- discuss the appraisal, inspection and title search processes
- provide the Employee with a written list of approved Designated Certified Appraisers if services are contracted under Pricing Options 1 and/or 2 Full Choice Guaranteed Buyout. If services are contracted under Pricing Options 3 and/or 4, agency may opt to delay Appraisals for up to 30

days into the Mandatory Marketing Period. Use of “off list” of appraisers is not allowed unless specifically permitted via the agency and Contractor Blanket Purchase Agreement or task order. “Off list” appraisers include any appraiser not on the list of approved appraisers supplied by the Contractor.

If Contractor has not had telephone discussion within five (5) working days of receipt of Authorization, Contractor must notify RSC to discuss attempts to contact Employee, request RSC assistance to contact Employee and to adjust schedule of future actions to reflect delay in contacting Employee. It is at RSC sole discretion to agree to adjust schedule.

Title Search, Broker Market Analysis, Inspections

After initial counseling with Employee, Contractor may order the following:

- Title search
- A minimum of one (1) Broker’s Market Analysis (BMA) if agency contracted for services under Pricing Options 1 and/or 2 Full Choice Guaranteed Buyout or two (2) BMAs if agency contracted for services under Pricing Options 3 or 4 Managed Guaranteed Buyout and intends to delay Appraisals during the first 30 days of the Mandatory Marketing Period
- Inspections in compliance with paragraph 4.4, Inspections and Inspection Criteria, from qualified, professional and independent home inspectors

Appraisal Selection and Ordering

Under all Pricing Options, within two (2) days of receipt of written list of Designated Certified Appraisers, the employee shall select three (3) appraisers, in order of preference, and notify the Contractor of selections.

Within one (1) working day from Employee notification, Contractor shall order:

- Two (2) Appraisals based on the order of preference specified by Employee
- Contractor shall advise appraiser of the following:
 - Appraisal Standards to be used
 - Comparable Property Criteria. For Homes in markets in which property foreclosure sales constitute at least 30% of comparable property sales within the last 3 months, appraisers should notify the Contractor of intent to use those comparables PRIOR to establishing the Anticipated Sales Price of the Home and provide documentation to the Contractor. Contractor must then apprise the ordering agency of the appraiser’s intent to use foreclosures and or auction sales and forward copies of documentation to the ordering agency. Agency is encouraged to verify local foreclosure trends. If an appraiser cannot identify comparables per these criteria, appraiser must immediately notify the Contractor prior to completing the appraisal. Home sales resulting from auctions will not be allowed as comparable properties.
- Contractor shall require the appraiser to support the appraisal report with objective verifiable data and advise that this data shall be made available to the Employee, if requested.
- One (1) Broker’s Market Analysis (BMA).

Appraisal Reports & Review Process

- Must be completed within 30 working days from the Appraisal order date
- Contractor must notify RSC of any anticipated delay and the expected completed date. An extension may be granted for a maximum of an additional 15 working days.
- Upon receipt, Contractor shall review reports to determine if they are complete, accurate, consistent and in accordance with Appraisal Standards and Comparable Property Criteria as defined herein

- Completed appraisals are not subject to adjustment by the appraiser except to correct mathematical errors or errors of fact or to explain adjustments not otherwise addressed in the appraisal report. The Contractor shall require the appraiser to support the appraisal report with objective verifiable data and this data shall be made available to the employee and the RSC if requested. For the purposes of this contract, “errors of fact” include material mistakes regarding such items as dates and prices of comparable sales, measurements of properties, and other objective data verifiable by an impartial observer without particular expertise in appraisal techniques. “Errors of fact” do not include matters of opinion such as professional judgments concerning differences in condition of a property relative to comparable sales or the economic significance of such differences. All adjustments must be clearly identified and made known to the employee. “Errors of fact” will be verified by the RSC to determine the necessity for appraisal adjustments or to request additional appraisals.
- If the Contractor disputes findings of original Appraisals relative to anything other than mathematical error or “errors of fact,” Contractor may order an additional Appraisal, at its own expense to review with the RSC. However, whether that appraisal will be used in the computation of the Guaranteed Buyout Offer is at the discretion of the RSC.

Forecasting

Forecasting is the process of analyzing historical trends and current factors as basis for anticipating market trends. A forecasting adjustment is applied to reflect any effect the trends will have on the subject property’s marketing time and sales price. Forecasting is an analytical tool pivotal for developing an accurate Anticipated Sales Price. According to the Worldwide ERC Appraisal Guidelines, elements of forecasting to assist the appraiser with trends to consider include:

- Marketing Time (days on market)
- Housing Demand
- Housing Supply
- Competing Properties
- New Construction
- Real-estate Owned (REO)/Foreclosure Competition
- Interest Rates
- Mood of the Market
- Seasonal Market Trends
- Economic and Employment Shifts
- Withdrawn and Expired Listing
- Demographic Trends
- Buyer Profile
- Pending Sales; and
- Subject Property Listing

Forecasting applies when the normal marketing time in the area is less than 120 days or longer than 180 days. Factors taken into account by the appraiser shall be set forth in the report supported with objective, verifiable data. This data shall be made available to the employee and RSC for review upon request. Data supporting forecasting must be provided. It is not sufficient for the appraiser to indicate that “market is declining x percent per month.” Forecasting is strongly recommended; however, use of forecasting should be specifically outlined in ordering agency BPAs or task orders.

4.6 Appraised Value Offer

Contractor shall average the appraised value amounts to determine the Appraised Value Offer. If the two appraisals differ by more than 5% of the higher value, the Contractor shall arrange for a third appraisal to be ordered in accordance with the Employee's preference of appraiser selection. The third appraiser is not to be advised that he/she is being called in as the third appraiser. When three appraisals are performed, the Contractor shall determine the Appraised Value Offer amount by: (a) the average of the two closest appraisals or (b) if the three appraisals vary equally, the average of the three appraisals. When a third appraisal is performed, it shall also be completed within the 30 working day timeframe as stipulated above. However, if the RSC determines that local conditions preclude completion of the third appraisal within 30 working days, the RSC may grant a reasonable extension of time to complete the process. The extension time period shall be a reasonable length dependent upon the local conditions.

Prior to extending the Appraised Value Offer to the Employee, Contractor should obtain information from the Employee sufficient to determine if the anticipated amount of the Appraised Value Offer will result in a positive or negative equity situation for the Employee. If Contractor determines that the anticipated Appraised Value Offer may possibly result in a negative equity situation for the Employee, the Contractor will apprise the RSC and Employee. Through BPA or task order, ordering agencies and Contractor should agree upon procedures to either delay presentation of the Appraised Value Offer to the Employee to allow the Employee time to obtain financial assistance to address the anticipated deficit or to disqualify the Employee from the Home Sale Services Program and pay the Contractor for expenses incurred for appraisals and inspections conducted to derive the Anticipated Sales Price.

4.7 Appraised Value Sales:

Under all Pricing Options, within two (2) working days of completion of the appraisal, inspection and title process, the Contractor shall make the employee either an oral or written (most likely email) Appraised Value Offer to purchase the home. The Appraised Value Offer shall be the average of the two appraisals or when a third appraisal has been ordered, the average of the two closest appraisals or the average of the three appraisals when dollar values of the three appraisals are equidistant apart. This Appraised Value Offer may be a contingent offer only if any required repairs and re-inspections have not been completed before the offer is made by the Contractor. In the event a contingent offer is made, the contingencies apply only to the repair issues and the Employee shall be afforded the options available herein.

The Contractor will require the Employee to obtain estimates of repair and re-inspection costs from established, reputable, independent contractors. If the estimated cost for repairs exceeds \$1,000, the Employee will be required to obtain a second estimate. The scope of work for which estimates are obtained shall be limited to the minimum work required to bring the home up to standards set by the applicable law ordinance, regulation or code. Completed repairs will be inspected by an inspector of Contractor's choice prior to Employee's acceptance of the Appraised Value Offer.

If a contingent offer is made, the Employee shall be given five (5) calendar days to choose one of the options identified below. If the Employee elects to complete any repairs and re-inspections, the Employee will be required to complete these repairs prior to acceptance, but no later than 30 calendar days after receipt of the Appraised Value Offer. Repair contractors or re-inspection services shall not have a personal or business relationship with the Employee or the Contractor that would affect the objectivity and/or independence of the appraisal. The contractor providing inspections shall not be eligible to provide estimates for repairs or to perform the repairs without prior approval of the RSC.

In the event that a contingent offer is made, the Employee will be given ten (10) working days to obtain estimates for repairs unless an extension is granted by the Contractor.

Employee may elect to complete any required repairs and re-inspections at his/her expense. Repairs and re-inspections must be completed to Contractor's satisfaction that the home meets standards set by local law ordinance, regulation or code in effect at the time that the Employee's home was initiated into the Home Sale Services Program.

If an established, reputable, independent contractor to make necessary repairs is not available, the Employee should obtain quotes from contractors outside of the area or other repair options and present those to the RSC and Contractor for approval prior to completing repairs as detailed above.

4.8 Disputes under Appraised Value Sales:

Under all Pricing Options, disputes are to be handled at the ordering level. The Contractor shall make reasonable efforts to effect the necessary repairs and re-inspections and conclude all necessary financial adjustments with the Employee within 20 working days after completion of the Home Sales Service. Neither the Government nor the Employee shall be held liable for any errors or omissions that are solely attributable to the Contractor.

A written Appraised Value Offer shall be mailed to the employee within two (2) working days of the date the Contractor makes his/her oral or email offer. The written offer to the Employee shall be accompanied by copies of all appraisals, inspection reports and other information pertaining to the offer. The written offer shall also include procedures for the Employee to request a reevaluation of the appraisals. All documents shall be transmitted in their entirety and no information whatsoever shall be deleted from them. Any adjustments made to such documents shall be supported by written justification and made known to the Employee. Copies of all documents sent to the Employee shall be provided to the RSC upon request.

The Employee shall have 60 calendar days from the date of the oral or email offer to accept or reject the Contractor's Appraised Value Offer. At this time, the Employee may request an equity advance upon receipt of offer pursuant to procedures set forth under paragraph "Equity Advance" of this statement of work. The Employee is free to reject the Contractor's Appraised Value Offer at any time and proceed to sell the home independently. If the Employee rejects the Contractor's offer, no further Home Sale Services shall be performed by the Contractor. The Contractor will bill the Government for direct costs actually incurred and which are reimbursable under the FTR. If the Employee rejects the Contractor's offer, the home shall no longer be eligible for inclusion in the Home Sale Services portion of this contract. However, Employee will be eligible to receive Home Marketing Assistance for Direct Reimbursement of Home Sale Expenses (available under SIN 653-5) if contracted by the agency. Rejection of the Contractor's offer will not be made effective until the end of the 60-day Acceptance Period. Though Employees may notify the Contractor or the Government prior to the end of the 60-day acceptance period, the delay in effective date shall allow Employees to reconsider their rejection until the end of the full 60 days. If after rejecting the offer the Employee decides to accept the offer within the 60-day offer period, the Employee shall reenter the program by accepting the offer, and the initial 60-day acceptance period shall not be extended.

The Contractor shall provide a procedure for the Employee to request a reevaluation of the appraisals used in the determination of the Appraised Value Offer. At a minimum, the procedure provided by the Contractor shall contain the following provisions:

- Written instructions must be provided to the Employee in the package submitted with the Employee's written Appraised Value Offer.
- The Employee must submit the reevaluation request within 15 calendar days of receipt of the written offer to the Contractor and to the RSC.
- The reevaluation request shall be reviewed by the Contractor, the RSC and by the appraisers so that every effort is made to provide the Employee with a fair and equitable resolution of the situation. Revised Appraised Value Offers will be based upon the reevaluation of the original appraisals, regardless of variance. As a result of the reevaluation, the offer may be higher, lower or the same. Reevaluation requests which cannot be resolved between the Contractor, appraisers and RSC shall be forwarded to the GSA Contracting Officer, which must be done prior to the Employee's acceptance of the offer. The GSA Contracting Officer's role is to ensure proper compliance with the statement of work, including time frames, and not to interpret appraisals or reevaluations of appraisals.
- In no event will the Employee be given less than 15 calendar days to review the results of his/her reevaluation in order to determine whether to accept or reject the offer.
- The reevaluation process shall be completed prior to the 60-calendar-day acceptance period unless extended by the RSC. Accordingly, the results of the reevaluation should be furnished by the Contractor to the Employee no more than 45 calendar days after the date the original written Appraised Value Offer was tendered to the Employee. If the RSC determines that the reevaluation was not seriously considered by the appraiser, the RSC shall grant an option to extend the appraisal process and to order an additional appraisal(s) as replacement(s) shall be made available to the Employee. The Employee's agency shall be responsible for cost associated with the additional replacement appraisal(s).
- If it is determined that any of the three appraisals is inaccurate or questionable, the Contractor shall obtain an independent review of the appraisals in question. If the independent appraiser finds the questionable appraisal(s) inaccurate or incomplete, that appraisal(s) shall be disqualified and another appraisal shall be ordered. The Contractor has the responsibility for developing written criteria for the selection of the independent reviewer. These criteria shall be subject to review and approval by the RSC. Costs incurred by disqualified appraisals shall be borne by the Contractor.
- If an appraisal is disqualified and replaced by a new appraisal at any time during this process, the disqualified appraisal shall not be used in any further calculations. This will result in a new Appraised Value Offer based on the new original appraisal that will either be higher than, equal to or lower than the original offer, as described above.

If the Employee rejects the Contractor's Appraised Value Offer, direct costs incurred by the Contractor pursuant to this contract which are reimbursable under the FTR will be paid by the Government. No service charge shall be paid for such services. The Contractor will make available to the Employee copies of any document(s) paid for by the Government so that the Employee may use them in selling his/her home independently.

4.9 Amended Value Sales:

Under Pricing Options 1 and 2, Full Choice Guaranteed Buyout, the Employee may market the home through the Contractor's Marketing Assistance Program for up to the full 60 days allowed for the Acceptance Period. If the Employee is successful in finding a potential outside buyer willing to pay a purchase price equal to or greater than the Appraised Value Offer made by the Contractor (unless the employee, at his/her discretion voluntarily agrees to accept an offer at less than the Appraised Value

Offer); the Employee's transaction shall be closed according to the Amended Value Sales procedures detailed below.

Under Pricing Options 3 and 4, Managed Guaranteed Buyout, the Employee is required to market the home for a minimum of 60 days. During the Acceptance Period, all buyer offers received by Employee must be presented to Contractor with Contractor right to accept buyer offer lower than Appraised Value Offer. If the Employee has received an Appraised Value Offer from the Contractor and is successful in finding a potential outside buyer willing to pay a purchase price greater, equal or even lower than the Appraised Value Offer, the Employee's transaction shall be closed according to the Amended Value Sales procedures detailed below.

Amended Value Sales Procedures

- The Employee shall not enter into a contract or sign any agreement document with the potential outside buyer or accept a down payment or earnest money deposit.
- The Contractor shall review the offer's terms and conditions and shall counsel the Employee throughout the negotiation of the offer.
- The Contractor shall verify that the offer from the potential outside buyer is bona fide and shall make adjustments to compare the two offers on an all-cash basis. Such adjustments may include deducting items not reimbursable under the FTR such as seller's concessions made by the Employee, finance charges, points and excess real estate commission. Within five (5) working days of receipt of the outside offer and all required documentation, the Contractor shall notify the Employee of its determination whether the outside offer is bona fide and the buyer is reasonably qualified.
- If the offer is determined to be bona-fide, the Contractor shall amend its original offer to the Employee, revising its purchase price to the amount of the potential outside buyer's purchase price as adjusted. This amended value offer may be a contingent offer only to the extent provided for "Bona Fide Offers" as defined in this statement of work. Accordingly, no contingencies may be included other than those that (a) provide for repairs and re-inspections required under this statement of work, (b) provide that the potential outside buyer must qualify for financing and (c) provide that the seller must convey marketable and insurable title. Amended value offers may not be contingent on other events such as the sale of other real estate by the potential outside buyer.
- The Employee bears no risk if the potential outside buyer does not purchase the home or if the home eventually is sold for less than the amended value offer.
- The Employee is free to reject the Contractor's amended value offer at any time and proceed to sell the home independently. If the employee rejects the Contractor's offer, no further Home Sale Services shall be performed by the Contractor. The Contractor will bill the Government for direct costs actually incurred and which are reimbursable under the FTR. If the employee rejects the Contractor's offer, the home shall no longer be eligible for inclusion in the Home Sale Services portion of this contract.
- Upon completion of the transaction, the Contractor shall bill the Government for the amended value sales fee based on the gross amended value of the home (value of the amended offer prior to deductions in sales price for concessions made by the Employee to the buyer, such as an allowance for repairs or redecorating that are to be deducted from the Employee's equity at closing).
- If the home was listed with a real estate broker, upon the Employee's acceptance of the amended value offer and termination of the Employee's listing agreement as provided in the listing exclusion clause, the Contractor shall initiate a listing agreement with the broker and shall pay the commission to the broker if the sale to the potential outside buyer is completed on the negotiated terms. The Contractor shall make a good faith effort to close the sale to the potential outside buyer.
- If the offer does not result in a completed sale at no fault to the Contractor, the transaction will revert to an Appraised Value Sale fee for purposes of payment to the Contractor. If the home is

ultimately sold to the same outside buyer but on terms and conditions significantly different from the original offer, the transaction may revert to an Appraised Value Sale for purposes of payment to the Contractor unless otherwise defined in agency policy, blanket purchase agreement or task order.

4.10 Amend-from-Zero Sales:

An “Amend-from-Zero Sale” occurs when the relocating Employee receives a Bona Fide Offer from a qualified buyer before the Employee has received an Appraisal Value Offer from the Contractor. This may occur under all Pricing Options, however, it will be most typical of Pricing Options 3 and 4 Managed Guaranteed Buyout, particularly when the request for appraisals is intentionally delayed during the first 30 days that the Employee markets the Home.

Amend-from-Zero Sales Procedures:

- If the Employee receives an acceptable Bona Fide Offer from a potential outside buyer prior to completion of the appraisal process he/she shall immediately notify the Contractor. The Employee shall not enter into a contract or sign an agreement document with the potential outside buyer or accept a down payment or earnest money deposit.
- The Contractor shall review the offeror's terms and conditions and shall counsel the Employee throughout the negotiation of the offer.
- The Contractor shall obtain independent BMAs by two licensed real estate brokers of the Contractor's choice. These firms shall not have a business or personal relationship with either the Employee or the Contractor that could affect the objectivity and/or independence of the inspection. The higher of these two analyses shall serve as a benchmark of market value to help determine the reasonableness of the offer.
- The Contractor shall make adjustments to compare the offer and the higher of the two BMAs on an all-cash basis. Such adjustments may include deducting items not reimbursable under the FTR such as seller's concessions made by the Employee, finance charges and points.
- The Contractor may elect to make an amend-from-zero offer to purchase the home at a price equal to the amount of the potential outside buyer's purchase price, as adjusted, provided that the offer from the potential outside purchaser is determined to be bona fide. Within five (5) working days of receipt of the outside offer and all required documentation, the Contractor shall notify the employee of its determination whether the outside offer is bona fide and the buyer reasonably qualified.
- This amend-from-zero offer may be a contingent offer only to the extent provided for Bona Fide Offers as defined in this contract. Accordingly, no contingencies may be included other than those that provide for any repairs and/or re-inspections required that the potential outside buyer to qualify for financing and that the seller must convey marketable and insurable title. Amend-from-zero value offers may not be contingent on other events such as the sale of other real estate by the potential outside buyer.
- If the Contractor elects to make an amend-from-zero offer:
 - (i) Upon completion of the transaction, the Contractor shall bill the Government based upon the amended value sales fee applied to the adjusted price of the home.
 - (ii) If the home was listed with a real estate broker, upon the employee's acceptance of the amend-from-zero offer and termination of the employee's listing agreement as provided in the listing exclusion clause, the Contractor shall initiate a listing agreement with the broker and shall pay the commission to the broker if the sale to the potential outside buyer is completed on the terms offered. The Contractor shall make a good faith effort to close the sale to the potential outside buyer.

- (iii) If the offer from the potential outside buyer does not result in a completed sale at no fault to the Contractor, except as in the next bullet below, the transaction will revert to the procedures of an appraised value sale for purposes of payment to the Contractor, subject to the approval of the RSC.

If the home is ultimately sold to the same outside buyer, but the sales price changes from the original negotiated terms, the transaction may revert to an Appraised Value Sale for purposes of payment to the Contractor unless otherwise defined in agency policy or task order.

- If the Contractor elects not to make an amend-from-zero offer, the Employee may either accept the offer from the potential outside buyer or reject the offer and continue to use the Home Sale Services offered under this contract. If the Employee accepts the offer from the potential outside buyer, no further Home Sale Services shall be performed by the Contractor. The Contractor will bill the Government for direct costs actually incurred and which are reimbursable under the FTR. If the Employee accepts the offer from the potential, outside buyer and the offer does not result in a completed sale, the Home shall no longer be eligible for inclusion in the Home Sale Services portion of this contract.

4.11 Buyer Value Option:

Buyer Value Option (BVO) home sale program is addressed under SIN 653-5 and is similar to an Amended Value Sale except that no appraisals are done, nor is a Guaranteed Buyout Offer extended based on appraisals; the buy-out offer from the Contractor is based only on a Bona Fide Offer received by the employee from a qualified buyer after marketing by the employee. Once a Bona Fide Offer is received by the employee, the Contractor offers to buy the home from the employee at a price based on the outside sale price.

4.12 Mortgage Payoff Vs. Mortgage Servicing

As indicated by pricing options outlined in Section 2, mortgage payoff is required for Pricing Options 1 and 3. For home sale services contracted under those options, Contractor will pay the full mortgage due on the home at the time of execution of the Contract of Sale with the Employee.

As indicated by pricing options, 2 and 4, Contractor may “service” the mortgage from the time the Contractor executes the Contract of Sale with the Employee until the Contractor sells the property to an outside buyer. The mortgage will remain in the Employee’s name; however, Contractor will notify the lender that rights and burdens of ownership have been undertaken by the Contractor and that the Contractor will be responsible for payments related to the home, including mortgage payments, insurance and maintenance. Employee and ordering agency will receive copies of the notification provided to lenders. Additionally, Contractor will provide a certificate of insurance to the lender to verify that the property is insured by the Contractor; copies of the certificate of insurance are to be provided to the Employee and ordering agency upon request. Contractor will make mortgage payments on a timely basis in accordance with the lender payment schedule. Contractor will provide the Employee with an adjusted mortgage interest statement with prorated interest deduction amounts clearly identified. This statement will be provided no later than January 31 of the year following the year in which the mortgage interest was paid in the Employee’s name to ensure Employee has accurate information for tax deduction reporting. Contractor will pay to Employee the full balance of the mortgage escrow, if any, at time of execution of the sale transactions. Said payment should be made and documented as a credit to Employee at time of Equity Payment. If the lender refunds the escrow balance directly to the Employee upon

closing after the Employee has received the full balance of the escrow from the Contractor, the Employee must remit the those funds to the Contractor.

If payments are not made in accordance with lender payment schedules, Contractor must contact the major credit reporting corporations to request that any record of late payment be removed from/corrected on the Employee's credit history. Contractor must send copies of the letter or email to the Employee and the ordering agency as documentation of the request. Contractor will be responsible for costs associated for Employee to verify that his/her credit history has been corrected; costs may include acquiring periodic credit reports from each credit reporting corporation. To cover such costs to expunge late payments from the Employee's credit history, ordering agency may assess penalty fees to the Contractor up to \$2,500 per employee affected. Additional penalties may be specified at the Agency level through BPA or task order. Ordering agencies should report incidents of late mortgage payments to the GSA contracting officer as timely mortgage servicing is a consideration in supplier past performance evaluation. Contractors that demonstrate a pattern of late mortgage payments as determined by the GSA contracting officer may be prohibited from providing home sale services under Pricing Options 2 and 4 for new task orders.

4.13 Vacating Date:

Once the Employee has accepted the Contractor's Guaranteed Buyout Offer, a vacating date shall be established. If the employee is the occupant they may remain in the house during this period. The vacating date shall be no later than the earlier of (i) 45 calendar days from the date of acceptance or (ii) the scheduled closing date with an outside buyer. This date may be extended in exceptional cases when approved in advance by the Contractor and the RSC. However, the employee shall be charged prorated fees during the vacate period for taxes and the regular mortgage payment. If the property is occupied by a tenant, the tenant must vacate prior to the employee's acceptance of the offer. Note: The employee shall maintain the property in substantially the same condition as when appraised and shall pay all maintenance, utility, insurance, mortgage and related costs for the property during the timeframe between the employee's acceptance of the Contractor's offer and the date the employee vacates the property. A representative of the Contractor may inspect the property within five (5) days of vacating to identify damage or the need for debris removal.

4.14 Equity Payment:

- When the sales price accepted by the employee exceeds the outstanding mortgage balance and other encumbrances the Contractor shall pay the equity to the Employee. The equity payment will not be reduced for items that are normally reimbursable to the Employee under the Direct Reimbursement method as specified in chapter 302 of the FTR. Questions regarding reimbursable items must be resolved between the Employee, RSC and the Contractor prior to the equity payment. Payment shall be made by certified check, wire transfer or cashier's check.
- If the property has not been vacated at the time of offer acceptance, 95% of the equity calculated shall be paid to the Employee within five (5) working days of receipt of acceptance and execution of the Contract of Sale by the Contractor. The balance will be paid to the Employee within ten (10) working days of the date the property is vacated.
- If the property has been vacated at the time of acceptance and execution of the Contract of Sale, 100% of the equity calculated shall be paid to the Employee within ten (10) working days of receipt of acceptance and execution of the Contract of Sale by the Contractor.

4.15 Negative Equity/Equity Deficit:

When the outstanding mortgage balance and encumbrances exceed the accepted sales price or Appraised Value Offer, the Employee shall pay the Contractor the deficit via certified check, wire transfer or cashier's check at the time he/she executes the Contract of Sale. Prior to extending the Appraised Value Offer to the Employee, Contractor should obtain information from the Employee sufficient to determine if the anticipated amount of the Appraised Value Offer will result in a positive or negative equity situation for the Employee. If Contractor determines that the anticipated Appraised Value Offer may possibly result in a negative equity situation for the Employee, the Contractor will apprise the RSC and Employee. Through BPA or task order, ordering agencies and Contractor should agree upon procedures to either delay presentation of the Appraised Value Offer to allow the Employee time to obtain financial assistance to address the anticipated deficit or to disqualify the Employee from the Home Sale Services Program and pay the Contractor for expenses incurred for appraisals and inspections conducted to derive the Anticipated Sales Price.

4.16 Equity Advance:

- During the offer period, (prior to acceptance and execution of the Contract of Sale) the Contractor shall advance up to 75% of the Employee's estimated equity, based on the Appraised Value Offer, if the Employee requests such advance for the purpose of purchasing a home at the new duty station. In addition, during the acceptance period, at the Contractor's discretion, the Contractor may provide Employees with an equity advance of up to 90% of the offer, based on the Appraised Value Offer, if the Employee requests such advance for the purpose of purchasing a new home at the new duty station. If the employee requests an equity advance during the acceptance period, the Contractor can request proof of a new home purchase either verbally (from the broker) or by requesting a copy of the purchase agreement or HUD-1 Settlement Statement from the Employee.
- The equity advance may be secured by a second deed of trust or other security that the Contractor deems satisfactory. In the event that the Employee does not accept the Contractor's Appraised Value Offer, the Contractor may use normal legal recourse if the Employee fails to pay the amounts that had been advanced. The Contractor shall have no legal recourse against the Government if the Employee fails to pay the amounts advanced. The Contractor may also charge the Employee a \$250 administrative fee if the equity has been advanced and the Employee does not accept the Contractor's Appraised Value Offer. Upon completion of the Home Sales Service, it is the responsibility of the Contractor to ensure the equity advanced to the Employee was the correct amount, except in those instances when any errors and/or omissions are attributable to the Employee.

Disputes under Equity Advance - Except as noted below relating to post-closing audits, neither the Employee nor the Government shall accept responsibility for repayment of any amounts advanced. The Contractor shall have no legal recourse against the Government if the Employee fails to pay the amounts advanced, except in those instances when the Employee does not accept the Contractor's Guaranteed Buyout Offer and an amount has been advanced to the Employee.

- The Equity Advance shall be deducted from the Employee's equity upon the Contractor's acquisition of the property. Neither the Contractor's cost of money nor any other fee will be charged to the Employee or to the Government.
- The Contractor shall acquire the property as of the later of (i) the Contractor's execution of the Employee's acceptance of the Contractor's offer or (ii) the date the Employee vacates the Home. The Contractor will assume all financial responsibility for the property as of the acquisition date, or the Employee's vacate date, whichever is later.
- The employee shall transfer title directly to the Contractor unless the agency has agreed via blanket purchase agreement or task order to allow use of Deed-in Blank title transfer in those jurisdictions in which it is permitted.

- After the date of acceptance, or date the employee vacates the property, whichever is later, the Contractor is the sole beneficial owner of the home and bears all the burdens of ownership, including all mortgage payments and property taxes while the property is in his/her possession and all expenses related to maintaining, insuring and disposing of the home. The Employee shall not be liable for any damage, loss, act of God, or other cost or expense from the date of acquisition by the Contractor unless due to an act or omission to act by Employee or loss of damage is a result of latent defect which has been misrepresented or omitted from the disclosure by the Employee, or due to any misrepresentation or fraud by the Employee. The Contractor may conduct a post-closing audit of the file within 45 days of the final equity payment. Within 60 days of final payment of equity to the Employee or such later date as the loss occurs, the Contractor shall disburse any additional funds due the Employee or initiate efforts to collect funds improperly paid the Employee.
- The Contractor will establish procedures for addressing mortgage payments and other obligations secured by the Home. Such procedures will ensure that all necessary actions are completed within 20 work days of his/her acquisition of the property. At a minimum, the procedures established by the Contractor shall contain the following provisions:
 - (i) Except when the home has been acquired as a result of an amended value sale or amend-from-zero sale that included formal assumption of the mortgage by a third party buyer as a seller's concession, the Contractor shall purchase the property from the Employee subject to any existing mortgages of record. Under Pricing Options 1 and 3, the Contractor will payoff the mortgage at the time of closing with the Employee.
 - (ii) As permitted under Pricing Options 2 and 4, Contractor will be fully responsible for the timely payment of mortgage payments as well as the subsequent payoff of the mortgage(s) either upon close of the resale of the property or when the circumstances surrounding the mortgage or BPA or task order between Contractor and ordering agency dictate that the mortgage(s) be paid off sooner, such as the need to free up VA/FHA benefits. The Contractor shall assure that the Employee's credit record is protected through prompt payment of all obligations by the due date. Ordering agencies should request monthly reports from Contractor that identify all agency Employee mortgage payment requirements currently serviced by the Contractor, listed by Employee and the dates and amounts paid by the Contractor on behalf of those employees.
 - (iii) When the home has been acquired as a result of an amended value sale or amended-from-zero sale that included assumption of the mortgage as a seller's concession, the Contractor is not required to arrange for formal release of the Employee from the mortgage. The Employee will remain liable for the mortgage in the event of subsequent default by the third party buyer. (If the amended value sale or amend-from-zero sale that included a full lender approved assumption of a mortgage by a third party buyer as a seller's concession is not consummated, the Contractor shall obtain formal release of the Employee from the mortgage, as described above.)
 - (iv) The Contractor shall not credit the Employee the escrow at the time of the equity advance. Upon payoff, the Contractor shall instruct the mortgagor to send any outstanding escrow refund directly to the Employee. In the event the Contractor receives the escrow funds from the mortgagor, the escrow funds shall be sent to the Employee within five (5) working days. If the Employee receives excess escrow payments made by the Contractor, the Employee shall remit repayment within 30 days after the Contractor's invoice date.
- The date of acquisition of the property represents completion of the Home Sale Services portion of the contract for billing purposes. Neither the Government nor the Employee shall be held liable for any errors or omissions that are attributable to the Contractor, except in situations of negligent acts or

omissions or misrepresentation/fraud on the part of the Employee or in the result of any post-closing audit.

4.17 Cancellation of Transaction:

The Government reserves the right to cancel an Employee's relocation. No fees will be paid to the Contractor for such cancellation. If the Employee's relocation is canceled, direct costs incurred by the Contractor pursuant to this contract that are reimbursable under the FTR will be paid by the Government up to \$5,000 with supporting documentation that substantiates the expense. Upon notification by the Government of such cancellation, the Contractor may bill for interest charged in accordance with the Prompt Payment Act as allowed for late payments by the Government if applicable.

SIN 653-5 – EMPLOYEE RELOCATION SERVICES – AGENCY CUSTOMIZATION SERVICES

SIN Description

Employee Relocation Service – Agency Customization Services: This SIN is for services that are within the scope of this contract but not listed in another SIN, e.g. Buyer Value Option (BVO) home sale services, special property transactions, close-only services, property management, training, etc. Offerors are encouraged to offer a variety of ancillary services where they feel a legitimate government need exists. Possible examples can include properties excluded from the home sale services when permitted by the Federal Travel Regulations, especially difficult to sell properties (criteria must be explained), etc. Vendors may not offer agency customization services independent from SIN 653-1.

1. Pricing

Pricing for Buyer Value Option and Special Handling Transactions follow pricing guidelines as outlined under 653-1 Home Sale Services except as specifically noted below.

Fees may be expressed as a percent of the Appraised Value or Amended Value. Flat Fees (\$ Per Transaction) will be allowed for lowest appraised value range (\$0 - \$99,999). Offerors must also include an explanation of how the Industrial Funding Fee will be calculated.

Buyer Value Option Pricing:

BVO Pricing Option 1: Full Choice with Mortgage Payoff – Shall mean that the following elements are in place:

- Employee has choice of real estate agent in old and new location;
- Employee may have listed home previously via a “For Sale by Owner” or other listing arrangement;
- Employee mortgage counseling for new home purchase not required;
- Employee has choice of mortgage supplier; and
- If sale to outside buyer falls through, mortgage payoff required at time of acquisition.

BVO Pricing Option 2: Full Choice without Mortgage Payoff - Shall mean that the following elements are in place:

- Employee has choice of real estate agent in old and new location;
- Employee may have listed home previously via a “For Sale by Owner” or other listing arrangement;
- Employee mortgage counseling for new home purchase not required;
- Employee has choice of mortgage supplier; and
- If sale to outside buyer falls through, mortgage payoff will not be required at time of acquisition, however, the Contractor is required to comply with provisions outlined under Mortgage Assumption.

BVO Pricing Option 3: Managed Home Sale with Mortgage Payoff – Includes the following elements:

- Employee is REQUIRED to use a Contractor recommended real estate agent in both old and new locations;
- Employee list price not to exceed 105% of Broker Market Analysis;

- All buyer offers received by Employee must be presented to Contractor with Contractor right to accept buyer offer lower than BMA Anticipated Sale Price;
- Employee mortgage counseling for new home purchase required;
- Employee has choice of mortgage supplier; and
- If sale to outside buyer falls through, Mortgage Payoff required at time of acquisition into inventory.

BVO Pricing Option 4: Managed Home Sale without Mortgage Payoff - Includes the following elements:

- Employee is REQUIRED to use a Contractor recommended real estate agent in both old and new locations;
- Employee list price not to exceed 105% of Broker Market Analysis;
- All buyer offers received by Employee must be presented to Contractor with Contractor right to accept buyer offer lower than BMA Anticipated Sale Price;
- Employee mortgage counseling for new home purchase required;
- Employee has choice of mortgage supplier; and
- If sale to outside buyer falls through, Mortgage Payoff will not be required at time of acquisition, however, the Contractor shall be required to comply with provisions outlined under Mortgage Assumption.

Potential costs for mortgage Prepayment Penalties and Double-Deed Recording Fees shall be included in the pricing options below. Because those costs may be billed separately to the ordering agency or deducted from the Employee's equity at closing, those items may be expressly excluded from pricing upon agreement between the Contractor and ordering agency via BPA or task order. As such, Contractor shall specify the percentage rate discounts from base pricing that may be attainable if those items are excluded from the fixed percentage rate and reimbursed directly to the Employee by the ordering agency.

For Buyer Value Option Home Sale Services, provide pricing below (proposed pricing shall be inclusive of the IFF):

BVO Home Sale Services Base Pricing

| Option | Home Sale Program Type | Up to \$50,000 | | \$100,000-\$249,999 | | \$250,000-\$499,999 | | \$500,000-\$749,999 | | over \$750,000 | |
|----------|------------------------------------|-----------------|-----------------|---------------------|-----------------|---------------------|-----------------|---------------------|-----------------|-----------------|-----------------|
| | | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate |
| Option 1 | Full Choice: Mortgage Payoff | | | | | | | | | | |
| | Buyer Value Option Sale | | | | | | | | | | |
| Option 2 | Full Choice: No Mortgage Payoff | | | | | | | | | | |
| | Buyer Value Option Sale | | | | | | | | | | |
| Option 3 | Managed Buyout: Mortgage Payoff | | | | | | | | | | |
| | Buyer Value Option Sale | | | | | | | | | | |
| Option 4 | Managed Buyout: No Mortgage Payoff | | | | | | | | | | |
| | Buyer Value Option Sale | | | | | | | | | | |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: _____%

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: _____%

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: _____% or \$_____Flat Fee

Special Handling Pricing Option 1: Managed Home Sale with Mortgage Payoff – Includes the following elements:

- Employee is REQUIRED to use a Contractor recommended real estate agent in both old and new locations;
- Appraisals may be delayed for up to 30 days from date of Authorization;
- Employee will select Designated Certified Appraiser from list provided by Contractor;
- Employee list price not to exceed 105% of Broker Market Analysis or Appraised Value Offer;
- Mandatory Marketing Period will be a minimum of 60 days prior to acceptance of Appraised Value Offer;
- Appraised Value Offer Period is for a period of 60 days, but may be increased up to 90 days by the ordering agency;
- All buyer offers received by Employee must be presented to Contractor with Contractor right to accept buyer offer lower than Appraised Value Offer;
- Employee mortgage counseling for new home purchase required;
- Employee has choice of mortgage supplier; and
- Mortgage Payoff required at time of acquisition into inventory.

Special Handling Pricing Option 2: Managed Home Sale without Mortgage Payoff - Includes the following elements:

- Employee is REQUIRED to use a Contractor recommended real estate agent in both old and new locations;
- Appraisals may be delayed for up to 30 days from date of Authorization;
- Employee will select Designated Certified Appraiser from list provided by Contractor;
- Employee list price not to exceed 105% of Broker Market Analysis or Appraised Value Offer;
- Mandatory Marketing Period will be a minimum of 60 days prior to acceptance of Appraised Value Offer;
- Appraised Value Offer Period is for a period of 60 days, but may be increased up to 90 days by the ordering agency;
- All buyer offers received by Employee must be presented to Contractor with Contractor right to accept buyer offer lower than Appraised Value Offer;
- Employee mortgage counseling for new home purchase required;
- Employee has choice of mortgage supplier; and
- Mortgage Payoff will not be required at time of acquisition, however, the Contractor shall be required to comply with provisions outlined under Mortgage Assumption.

Potential costs for mortgage Prepayment Penalties and Double-Deed Recording Fees shall be included in the pricing options below. Because those costs may be billed separately to the ordering agency or deducted from the Employee's equity at closing, those items may be expressly excluded from pricing upon agreement between the Contractor and ordering agency via BPA or task order. As such, Contractor shall specify the percentage rate discounts from base pricing that may be attainable if those items are excluded from the fixed percentage rate and reimbursed directly to the Employee by the ordering agency.

For Special Handling Home Sale Services, provide pricing below (proposed pricing shall be inclusive of the IFF):

Special Handling Home Sale Services Base Pricing

| Pricing Option | Home Sale Program Type | Acquisition Price Range | | | | | | | | | |
|----------------|------------------------------------|-------------------------|-----------------|---------------------|-----------------|---------------------|-----------------|---------------------|-----------------|-----------------|-----------------|
| | | Up to \$99,999 | | \$100,000-\$249,999 | | \$250,000-\$499,999 | | \$500,000-\$749,999 | | over \$750,000 | |
| | | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate | Commercial Rate | Government Rate |
| Option 1 | Managed Buyout: Mortgage Payoff | | | | | | | | | | |
| | Special Handling Sale | | | | | | | | | | |
| Option 2 | Managed Buyout: No Mortgage Payoff | | | | | | | | | | |
| | Special Handling Sale | | | | | | | | | | |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: _____%
 Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: _____%
 Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: _____% or \$_____Flat Fee

For other customized services (e.g., mortgage counseling, destination area services, property management, training, etc.), supply pricing below:

| Description | Unit of Issue | Commercial Rate | Price Offered to Government |
|--------------------------------------|---------------|-----------------|-----------------------------|
| Agency Customization Services | | | |
| Identify services offered | | | |

2. Reports

The Contractor shall:

- (1) Provide all reports (web based, electronically, hardcopy or as requested) on contract usage that they offer commercially. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its employee relocation program.
- (2) All transactions paid by Government charge card will be included in all reports under this contract.
- (3) Quarterly reporting by the Contractor is MANDATORY for all services procured under Schedule 48. The Contractor must provide the GSA Contracting Office with a quarterly report that details an agency's employee relocation expenditures for the given report period detailed by Employee (may list as transaction code rather than by Employee name if agency has corresponding transaction code in its records for audit purposes), and provide a cumulative total across all agencies serviced, including a synopsis of each effort. Please note that the Government operates on a fiscal year basis of October 1

through September 30 of each year. The report is due by the 15th calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to onthego@gsa.gov and transportation.programs@gsa.gov, subject: Quarterly Employee Relocation Services Report, By Agency, or at GSA's option, through an automated reporting tool provided by the GSA. Negative reports are required. Data fields to be reported are:

| Agency | Items/Services Provided | Transaction by Employee (List by type of Service Ordered) | Contractor's fee(s) (List by type of service ordered at the transaction level) | Dollar Value Per Transaction (List by type of service ordered) |
|--------|-------------------------|--|--|--|
| | | | | |
| | | | | |

(4) **Fraudulent Use:** The contractor shall provide the GSA Contracting Officer a quarterly report listing any suspected fraudulent use of the Transportation, Delivery, and Relocation Solutions Schedule 48 by authorized or unauthorized users (e.g. using the TDRS schedule for personal use vs. official government purposes) to the same mailbox specified above. Contractors shall report suspected fraudulent use to the GSA Contracting Officer at any time.

The Contractor shall include such information that would identify the possible fraud that occurred. The information, if applicable, should include the name of the agency, account number if applicable, name and address of account, point of contact and phone number for the account, billing and payment information, the reason why it suspects fraudulent use, and any action taken by the Contractor. The Contractor shall provide any other additional relevant information.

3. Specific Requirements

The Contractor shall provide agency customization services that are within the scope of this contract but not listed in another SIN. This can include services such as changes to equity terms, deletion of the terms and conditions concerning appraisals, properties excluded from home sales services when permitted by the FTR, especially difficult-to-sell properties, destination area services and mortgage counseling services. Services are related but independent of the purchase or selling of the residence as provided in SIN 653-1.

Buyer Value Option Home Sale Services

Buyer Value Option (BVO) home sale program is addressed under SIN 653-5 and is similar to an Amended Value Sale except that no appraisals are done, nor is a Guaranteed Buyout Offer extended based on appraisals; the buy-out offer from the Contractor is based only on a Bona Fide Offer received by the employee from a qualified buyer after marketing by the employee. Once a Bona Fide Offer is received by the employee, the Contractor offers to buy the home from the employee at a price based on the outside sale price.

Special Handling Transactions:

Homes that do not qualify for Home Sale Services may be referred to the Contractor for Special Handling. Contractor will recommend properties for Special Handling when properties are determined to be either especially difficult to sell or where the property value is especially difficult to determine. For example, Special Handling properties may include:

- Homes with Appraised Values in excess of \$1,000,000
- Homes in remote areas (greater than 10 miles from the nearest incorporated town) or homes not accessible by automobile throughout the year or that require use of boats, airplanes or specially equipped automobiles to access the property
- Homes with acreage in excess of 5 acres, income producing properties, and other situations where the employee is authorized relocation allowances on a pro rata basis;
 - Homes with repair requirements in excess of 5% of the property value as determined by the Broker's Market Analysis (BMA) ordered by Contractor;
 - Homes where the owner is in foreclosure;
 - Homes with unique attributes or features highly unusual for the market, e.g. earth-bermed homes, homes with alternative energy systems, etc.

Specific Contractor criteria for Special Handling referral should be identified to GSA and to ordering agencies. Prior agreement between the Contractor and agency is required before a property would be handled in this manner and alternative pricing typically applies. Contractor must refer a Home for Special Handling PRIOR to extending the Appraised Value Offer. Contractor must supply documentation to support Special Handling referrals. If the Contractor refers a property for Special Handling and the agency declines that referral, the Contractor may opt to decline to provide Home Sale Services for that Home and may invoice the ordering agency for reimbursement of actual costs incurred to-date for appraisals or inspections on that Home. Other than fees indicated in Section 1 of this SIN, Special Handling Transactions will be handled in the same manner as properties handled under the Home Sale Services (SIN 653-1(A)) in accordance with the agency's relocation program.

Destination Area Services:

Upon notification of transfer, the Contractor shall provide relocating Employees with individual counseling services in a timely manner to familiarize the Employee with information, regarding the real estate market (including rental properties, temporary quarters, schools, taxes, commuting, community life, etc.), at the new official duty station. This information should relate to the individual Employee's needs. If requested by the Employee, the Contractor shall provide the following destination area services either independent of or in conjunction with the Home Sale Services portion of the program at no additional cost to the Government or employee.

- Buyer's Assistance: Upon notification of a transfer, the Contractor shall contact the Employee to advise him/her of the assistance available and to discuss the family's community and housing needs at the destination area.

Under 653-1 Home Sale Services and 653-5 BVO Pricing Options 1 and 2 and Special Handling Option 1, the Employee has the option to work with an approved real estate service provider in the new location selected by the Contractor. If the Employee declines to work with a real estate service provided referred by the Contractor, the Employee may not be eligible for other destination services indicated below, depending on the terms of ordering agency blanket purchase agreements or task orders.

Under 653-1 Home Sale Services and 653-5 BVO Pricing Pricing Options 3 and 4 and Special Handling Pricing Option 2, the Employee will be provided a list of real estate service providers in the area from which to select an agent to assist the Employee in finding a home in the new location. If Employee opts to purchase a home within six (6) months of closing on the home in origin location, the Employee is required to work with a real estate professional referred by the Contractor to receive

destination services described below. If the Employee purchases a new home at the destination within six (6) months of closing on the former home without using the destination area real estate agent referred by the Contractor, the Contract may assess the ordering agency a penalty fee not to exceed 1% of the value of the new home purchase amount.

- The Contractor will arrange for a Home Finding Information Kit to be sent to the Employee which will include information on area home prices and services. The information kit shall also include a listing of homes in inventory that pertain to the GSA Relocation Services Program in the area where the Employee is transferring. The Contractor shall provide the inventory listing of all homes, including, if applicable, any other Government contract inventory homes in the area where the Employee is transferring. This listing should include, but is not limited to, the following information:
 - Brief description of property
 - List Price
 - Address of Property
 - Broker listing and phone number

Based on the Employee's particular requirements, the Contractor shall select a licensed broker in the destination area, furnishing a complete profile of the Employee's preferences. Such brokers shall not have a personal or business relationship with the Employee or the Contractor that would affect the objectivity and/or independence of the broker. The broker shall provide buyer assistance counseling, which shall include:

- (i) Screening the available homes in the area and contacting the Employee to familiarize him/her with information regarding the local area.
 - (ii) Preparing a home hunting itinerary, scheduling appointments to view the available properties and acquainting the Employee and Employee's immediate family with points of interest in the new area.
 - (iii) When a suitable home is located, assisting in the preparation of the proper contracts and negotiating the purchase according to applicable laws and regulations.
 - (iv) Providing historical data on home prices for the area within the past three years.
- Rental Assistance: The Contractor shall contact the Employee to verify the desired location, rental price range and the relocation time schedule. Under Pricing Options 3 and 4 Managed Guaranteed Buyout, the Contractor will transmit this information to personnel of a reputable rental agency who will contact and counsel the Employee. The Contractor shall maintain communication with the Employee throughout all phases of the process. Under Pricing Options 1 and 2 Full Choice Guaranteed Buyout, the Employee may use a rental agent of his/her own choice; however, if declining to work with the referred rental agent, the Employee may not be eligible for other homefinding assistance. A rental agent performing a service under this contract shall not a Government employee and not be related to the Employee or the Contractor by blood or marriage and shall not have a relationship with the Employee or the Contractor (personal or business) that would affect the objectivity and/or independence. Rental assistance counseling shall include:
 - (i) Sending the Employee a homefinding information kit.

- (ii) Preparing a home hunting itinerary, scheduling appointments with a rental agency.
- (iii) Discussing the benefits and obligations of the renter, including the requirements of lease agreements, prior to the showing of available rental unit.
- (iv) Apprising the Employee of typical rentals within a suitable commuting distance.
- (v) Discussing the customary deposit requirements.

Mortgage Counseling:

The Contractor shall coordinate counseling for the Employee on nationwide and local mortgage programs that meet the Employee's financial objective and qualifications. To help ensure the Employee makes informed and educated decisions among lending options, mortgage counseling is recommended. However, the Employee is not obligated to arrange financing from any of the Contractor's list of mortgage lenders. Local mortgage counseling is available through the buyer's assistance representative selected by the Contractor. National lenders shall be defined as including, but not limited to:

- Licensed to originate and close residential mortgages in all 50 States.
- Product lists to include, but not limited to: conforming loans (fixed and adjustable); non-conforming loans (fixed and adjustable); government loans; new construction loans; and combination home equity lines of credit.
- All products must be available in all 50 States.
- Service delivery for the Employee shall be available via a toll-free number.
- Retention of services for loans closed through solicitation.
- Dedicated national account manager for GSA, agency and contractor.
- Reporting capability to meet agency requirements.
- Capability to offer direct-bill benefit if agency permits and employee is eligible.

The counseling shall include:

- Providing information on types of mortgages, rates, fees and lender qualification requirements and relative availability of financing in the new area.
- Qualifying the Employee for mortgage amount and monthly payment without the Employee's obligation for an application fee.
- Referring to national and local lending sources, to enable the Employee to compare financing available and select a mortgage product and lender that meets Employee requirements. Agencies have the option to require the Contractor(s) to refer the Employee to more than one agency-selected national lender. If available, direct-bill capability shall be extended to all agency selected national lenders. Direct-bill capability shall be defined as the ability to advance closing costs on behalf of the Employee and seek reimbursement from the agency and/or Contractor.
- Monitoring of Employee's progress in securing financing and assistance with details of application and approval.

The Contractor is not required to provide actual financing to the Employee. Any such financing that the Contractor would furnish would be considered a service outside the scope of the contract, as discussed below.

This requirement does not preclude the Government or any individual agency participating in this contract from entering into contractual or other arrangements with other firms for the provision of mortgage financing to the Federal employees.

Property Management Services:

The Contractor shall provide management of the employee's residence at the old duty station upon request from the Agency RSC. Within five (5) working days of the date of telephone contact, the Contractor will mail the employee information pertaining to the property management program services. Information to be mailed shall include a description of the property management process and all procedures the Contractor will use pursuant to this section. The Government desires user friendly brochures and literature that provide accurate guidance and instructions to user agencies, employees and Relocation Service Coordinators. Property Management shall be provided for up to three years at the expense of the requesting agency and shall be used only in situations where the employee is eligible for real estate reimbursement under the FTR and the employee is reasonably expected to return to the old duty station. If the employee elects to use the property management program, the employee may not use the home sale services program. At the end of the property management period, the Contractor may, but is not required, to offer continued property management to the employee at such fees and under such contractual arrangements as the Contractor and the employee agree to. The Contractor shall indemnify the Government against any claims that may arise from any private arrangement between the Contractor and the employee:

- The Contractor shall recommend a fair market rental value of property.
- The Contractor shall assist in securing and screening tenants.
- The Contractor shall administer and collect rental income and deposits; and administer payment of mortgage, utilities, and established carrying costs. The Contractor shall be responsible for all late charges resulting from Contractor administration of the property.
- The Contractor shall administer the operational expenses and maintain the residence whether rented or vacant.
- The Contractor shall reconcile account with employee quarterly. Negative balances are the employee's responsibility.
- The Contractor shall inspect property quarterly.
- Since property management for each property is renewable for one year at a time and is paid in advance, homes put under the property management option during the last year of the contract will continue under that contract until the end of the year for each home and then will be brought under the new contract in effect at that time.

Training:

The Contractor may provide training services under SIN 653-5 that are within the scope of this contract and are not offered under SIN 653-1.

ATTACHMENT 1

WORLDWIDE ERC® APPRAISAL GUIDELINES

Intended Use and Purpose of the Relocation Appraisal: The intended use of the appraisal is to assist an employer in facilitating the employee relocation process. The intended users of the appraisal are only the appraiser's client and the employer. The purpose of the appraisal is to develop an opinion of the Anticipated Sales Price for a relocating employee's residence.

Scope of the Appraisal: The scope of the appraisal includes an interior and exterior inspection of the subject property; collecting, verifying and analyzing pertinent data; considering market trends; developing an opinion of the subject property's Anticipated Sales Price and communicating the findings in the Summary Appraisal Report. The appraisal is to be developed utilizing only the Sales Comparison Analysis, which most accurately reflects the actions of typical buyers and sellers in the market place. This approach must include an analysis of competing properties, pending sales and closed sales and closed sales, resulting in a reliable opinion of Anticipated Sales Price. The cost approach, income approach, and highest and best use analysis are excluded as they are not necessary to develop a credible opinion of Anticipated Sales Price.

Guidelines: In developing an opinion of the Anticipated Sales Price, the appraiser must observe the following:

1. Consider the property "as is" on the date of the appraisal (inspection) with adjustments made to reflect reactions from a typical buyer's point of view.
The adjustments should reflect the comparative differences between the subject property's appearance and similar properties in that market. The actual cost to cure may not be the appropriate measure for this adjustment. Consider the effect on value (positive or negative) of the following items:
 - a. Condition (e.g., modernization, restoration, repairs, necessary improvements, etc.);
 - b. Appeal (e.g., construction upgrades, personalized décor, etc.);
 - c. In stances where the appraiser is unable to determine the "as is" condition and appeal for work in progress or suspected adverse physical conditions, notify the client immediately;
 - d. For new construction not completed as of the date of the appraisal (inspection), the Anticipated Sales Price should be based on the assumption improvements will be completed in a workmanlike manner according to the Description of Improvements on Page 3 and any construction documentation provided to the appraiser.
2. Develop and support the price the property is anticipated to sell for during its reasonable (not to exceed 120 days) marketing period, giving particular attention to the analysis of comparable sales, pending sales, competing properties, supply and demand, availability and terms of financing, location, and overall market conditions. Also, consider and make necessary adjustments for other pertinent factors.
3. The sales prices of comparables should be adjusted for seller concessions to reflect a cash equivalent price. Dollar adjustments should be made for concessions such as: seller-paid points, buyer's closing costs, interest rate buydowns, seller financing, or any other terms that influence the final sales price. These adjustments are not necessarily dollar for dollar and should reflect the impact on the sales price. These adjustments are not necessarily dollar for dollar and should reflect the impact on the sales price resulting from the concession.

4. Assume the property is free and clear of all liens with owner responsible for satisfying any unpaid installments of special assessments.
5. Gross Living Area (GLA) is the calculation of the total living area in the residence, expressed in square footage. This is calculated using exterior measurements (except condominiums and cooperatives, and is generally limited to the habitable above-grade living area only. Basement and attic areas (finished and unfinished) are not included in GLA, room and bath counts. However, they may make a valuable and significant contribution to the property value, and should be calculated and shown separately in the report.
6. When rating the Appeal of the various attributes of the subject property, and using the terms “Excellent,” “Good,” “Average,” “Fair” and “Poor,” compare the characteristics to those of competing properties and neighborhoods (e.g., a luxury, custom-designed home may be rated “average” as compared with competing properties that also are luxury, custom-designed homes.) The ratings are defined as follows:
 - Excellent: the amenity or characteristics is superior to the same characteristics found in competing properties and neighborhoods,
 - Good: the amenity of characteristics is better than the same characteristic found in competing properties and neighborhoods,
 - Average: the amenity of characteristic is comparable to the same characteristic found in competing properties and neighborhoods,
 - Fair: the amenity of characteristic is not as good as the same characteristic found in competing properties and neighborhoods,
 - Poor: the amenity of characteristics is inferior to the same characteristic found in competing properties and neighborhoods.
7. Include the following exhibits:
 - a. photos of the front, rear, street scene, and interior views of the subject property;
 - b. photos of the subject property depicting any adverse conditions and inspection concerns;
 - c. photos of factors within view from the subject property that significantly affect marketability either favorably or unfavorably;
 - d. photos of all comparable sales;
 - e. Sketch of the dwelling indicating all measurements and calculations necessary to determine Gross Living Area. Sketch should also show room locations; and,
 - f. Map depicting locations of the subject property, competing properties and comparable sales.
8. Do not accept an appraisal assignment if there is a conflict of interest (e.g., recently appraised the house for another party, an association with the listing agent/company, etc.) without informing the client and obtaining the client’s prior consent.
9. Do not solicit a listing or generate a referral as a result of an appraisal assignment.
10. Do not discuss appraisal opinions or reveal sensitive information to anyone other than the client.

Note: Departure from the Definitions and Guidelines is not permitted without client approval and must be specifically disclosed in the appraisal report.

Attachment 2

Sample Homeowner Disclosure Statement

(see next two pages)

HOMEOWNER DISCLOSURE STATEMENT

Homeowner(s) Name(s): _____ Date: _____
 Property Address: _____
 Approximate Age of Property: _____ Date Purchased: _____

IN CONNECTION WITH MY/OUR RELOCATION, I/WE MAKE THE FOLLOWING DISCLOSURES TO THE BEST OF MY/OUR KNOWLEDGE REGARDING MY/OUR PROPERTY WITH THE KNOWLEDGE THAT EVEN THOUGH THIS IS NOT A WARRANTY, PROSPECTIVE BUYERS MAY RELY ON THIS INFORMATION IN DECIDING WHETHER OR ON WHAT TERMS TO PURCHASE THE PROPERTY. I/WE FURTHER UNDERSTAND THAT AN OFFER TO PURCHASE WILL NOT BE MADE UNTIL THIS DISCLOSURE IS COMPLETED.

1. **HOUSE SYSTEMS**
 Are there any problems affecting:

| | Yes | No | | Yes | No |
|---|-----|-----|-------------------------------|-----|-----|
| (a) Electrical wiring?..... | ___ | ___ | (f) Appliances?..... | ___ | ___ |
| (b) Air conditioning/cooling system?..... | ___ | ___ | (g) Floors?..... | ___ | ___ |
| (c) Plumbing?..... | ___ | ___ | (h) Water system (well)?..... | ___ | ___ |
| (d) Heating?..... | ___ | ___ | (i) Sprinkler system?..... | ___ | ___ |
| (e) Pool/Hot tubs/Spa?..... | ___ | ___ | (j) Chimneys/Fireplaces?..... | ___ | ___ |

2. **LAND/FOUNDATION**
 (a) Is the property located on filled or expansive soil?..... ___ ___
 (b) Have any sliding, settling, earth movement, upheaval or earth stability problems occurred on your property or in the immediate neighborhood?..... ___ ___
 (c) Are there any defects or problems relating to the foundation/basement?..... ___ ___
 (d) Has a water or dampness condition ever existed in your basement/crawlspace?..... ___ ___

3. **ROOF**
 (a) Age..... _____ Years
 (b) Has the roof ever leaked during your ownership?..... ___ ___
 (c) Has the roof been replaced or repaired during your ownership?..... ___ ___
 (d) Are there any problems with the roof?..... ___ ___

4. **SEWAGE**
 (a) Is the property connected to a public sewer system? (If yes, no explanation required.)..... ___ ___
 (b) Is there a septic tank/cesspool system serving this property? (If yes, when was it last serviced?.....?)..... ___ ___
 (c) Do you know of any problems relating to the septic tank/cesspool/sewer system?..... ___ ___

5. **DRAINAGE/WATER**
 (a) Is this property located in a flood plain zone?..... ___ ___
 (b) Has the property ever had a drainage or flooding problem?..... ___ ___
 (c) Have any properties in the immediate neighborhood ever had a drainage or flooding problem?..... ___ ___

6. **BOUNDARIES**
 (a) Have you ever had a survey of your property done? (No explanation required.)..... ___ ___
 (b) Are the boundaries of your property marked in any way? (If yes, please describe using additional sheets if necessary)..... ___ ___

7. **ADDITIONS/REMODELS**
 (a) Were any structural additions, changes, or repairs made to the property by former owners without obtaining all necessary permits and government approvals?..... ___ ___
 (b) Have you made any structural additions, changes or repairs to the property?..... ___ ___
 (c) Have you obtained all necessary permits and government approvals?..... ___ ___

8. **HOMEOWNERS ASSOCIATION**
 (a) Is the property subject to rules and regulations of any homeowner's association? (No explanation required.)..... ___ ___
 (b) Are there any problems relating to any common area?..... ___ ___
 (c) Are there any conditions which may result in an increase in taxes or assessments?..... ___ ___
 (d) Are there any pending or threatened claims or lawsuits against the Homeowners Association..... ___ ___

9. **NEIGHBORHOOD** Yes No
- (a) Is there any unusual amount of noise from any source (for example, airplanes, traffic, schools, or business) that affects the property?.....
- (b) Are there any other neighborhood conditions or problems affecting the property? (Please explain.)

10. **MISCELLANEOUS**
- (a) Does the property now contain or has it ever contained any toxic substances, asbestos or lead paint?
If yes, where? _____
- (b) Does the property now contain or has it ever contained any underground tanks?.....
If so, where? _____
- (c) Are there any violations of local, state or federal government laws or regulations relating to this property?.....
- (d) Have any termite/pest control reports on the property been prepared in the last five years?.....
- (e) Are there any encroachments, overlaps, boundary line disputes, or unrecorded easements relating to this property?.....
- (f) Are there any existing or threatened legal actions affecting this property?.....
- (g) Are there any past or present problems with driveways, walkways, patio, seawalls, fences, retaining walls, party walls on the property or adjacent properties?.....
- (h) Is the property located on an earthquake fault? (No explanation required).....
- (i) Are there any bonds or assessments affecting this property?.....
- (j) Does the house have central air conditioning? (No explanation required).....
- (k) Is the residence equipped with an operable smoke detector? (No explanation required).....
- (l) Are any of the property's systems (alarm, water softener, etc.) leased or rented?.....
- (m) Have there been any significant repairs made to the property or to any of its systems or components within the last five years? (If yes, please describe using additional sheets if necessary).....
- (n) Is the property located next to or in close proximity of a dump, junk yard or toxic disposal site?.....
- (o) Has the property been tested for radon gas?.....

11. **REPORTS**
- Please attach copies of all existing reports and documents relating to this property including:
- | | |
|----------------------------------|--|
| (a) Surveys | (j) Homeowner's Association Documents |
| (b) Structural Inspection Report | 1. Conditions, Covenants & Restrictions (CC&R's) |
| (c) Building Permits | 2. Articles |
| (d) Septic | 3. Bylaws |
| (e) Soil Report | 4. Financial Statements of Homeowners' Association |
| (f) Termite/Pest Control | 5. Statement re: Assessments |
| (g) Engineering Reports | (k) Pest control warranties or maintenance contracts |
| (h) Radon Inspection Report | (l) Other: _____ |
| (i) Disclosure Statements | |

12. **GENERAL CONDITION**
- (a) Do you know of any other facts, conditions, circumstances which may affect the value, beneficial use or desirability of this property? (If yes, please describe using additional sheets if necessary).....

THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND, EXCEPT AS SET FORTH HEREIN, NO MATERIAL PROBLEMS EXIST WITH RESPECT TO THE PROPERTY AS OF THE DATE SET FORTH ABOVE. I/WE HEREBY AUTHORIZE THE FURNISHING OF THE FOREGOING INFORMATION TO ANY PROSPECTIVE PURCHASER.

Homeowner _____

Homeowner _____

Prudential Relocation Exhibit A

■ **Pricing Option 1: Full Choice Guaranteed Buyout with Mortgage Payoff**

| Transaction Type | Value Range: Up to \$999,999.00 | Value Range: \$1,000,000 - \$1,250,000 |
|-------------------------|--|---|
| Appraised Value | 29.50% | 30.75% |
| Amended Value | 12.00% | 12.00% |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

■ **Pricing Option 2: Full Choice Guaranteed Buyout without Mortgage Payoff** - Shall mean that the following elements are in place:

| Transaction Type | Value Range: Up to \$999,999.00 | Value Range: \$1,000,000 - \$1,250,000 |
|-------------------------|--|---|
| Appraised Value | 29.50% | 30.75% |
| Amended Value | 12.00% | 12.00% |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

Prudential Relocation Exhibit A

- **Pricing Option 3: Managed Guaranteed Buyout with Mortgage Payoff** – Includes the following elements:

| Transaction Type | Value Range: Up to \$999,999.00 | Value Range: \$1,000,000 - \$1,250,000 |
|-------------------------|--|---|
| Appraised Value | 28.90% | 30.15% |
| Amended Value | 11.00% | 11.00% |

Discounts from Base Pricing for Excluding Pre-payment Penalties

and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

- **Pricing Option 4: Managed Guaranteed Buyout without Mortgage Payoff** - Includes the following elements:

| Transaction Type | Value Range: Up to \$999,999.00 | Value Range: \$1,000,000 - \$1,250,000 |
|-------------------------|--|---|
| Appraised Value | 28.90% | 30.15% |
| Amended Value | 11.00% | 11.00% |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

Prudential Relocation Exhibit A

■ **BVO Pricing Option 1: Full Choice with Mortgage Payoff**

| Transaction Type | Value Range: Up to \$999,999.00 | Value Range: \$1,000,000 - \$1,250,000 |
|-------------------------|--|---|
| BVO | 11.50% | 11.50% |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: 0.10%

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: 0.60%

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: 0 % or \$ 0 Flat Fee – Improves amended rate – no additional discount

■ **BVO Pricing Option 2: Full Choice without Mortgage Payoff -**

| Transaction Type | Value Range: Up to \$999,999.00 | Value Range: \$1,000,000 - \$1,250,000 |
|-------------------------|--|---|
| BVO | 11.50% | 11.50% |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

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■ **BVO Pricing Option 3: Managed Home Sale with Mortgage Payoff**

| Transaction Type | Value Range: Up to \$999,999.00 | Value Range: \$1,000,000 - \$1,250,000 |
|-------------------------|--|---|
| BVO | 10.50% | 10.50% |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

■ **BVO Pricing Option 4: Managed Home Sale without Mortgage Payoff -**

| Transaction Type | Value Range: Up to \$999,999.00 | Value Range: \$1,000,000 - \$1,250,000 |
|-------------------------|--|---|
| BVO | 10.50% | 10.50% |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

Prudential Relocation Exhibit A

■ **Special Handling Pricing Option 3 Managed Home Sale with Mortgage Payoff**

| Transaction Type | All Values |
|-------------------------|---|
| Special Handling | 33.00% plus monthly fee \$1,047.00 until closing |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

■ **Special Handling Pricing Option 4: Managed Home Sale without Mortgage Payoff**

| Transaction Type | All Values |
|-------------------------|---|
| Special Handling | 33.00% plus monthly fee \$1,047.00 until closing |

Discounts from Base Pricing for Excluding Pre-payment Penalties and/or Double Deed Recording Fees and to Delay Appraisals (expressed as percentage of Appraised or Amended Value or Flat Fees):

Percentage Discount if Excluding Pre-payment Penalties from Base Pricing: **0.10%**

Percentage Discount if Excluding Double Deed Recording Fees from Base Pricing: **0.60%**

Discount If Ordering Agency Implements 30-Day Delayed Appraisal as Policy: **0 % or \$ 0 Flat Fee** – Improves amended rate – no additional discount

Prudential Relocation Exhibit A

Special Property Criteria:

A property with a condition that may be defined by the Contractor as ineligible or special handling for the homesale program when the style, location, condition, value or circumstances represent an unusual degree of risk or expense to the contractor including, without limitation, the following:

- Homes with values in excess of \$1,250,000
- Mobile / manufactured homes, cooperatives and house boats
- Homes in remote areas (greater than 10 miles from the nearest incorporated town)
- Home that is not accessible by automobile throughout the year, or require the use of boats; airplanes or specially equipped vehicles to access the property
- Homes with lot sizes that are uncommon for the area, with acreage in excess of 10 acres, income producing properties, and other situations where the employee is authorized relocation allowances on a pro-rata basis
- Homes contaminated by a toxic substance
- Homes with repair requirements in excess of 5% of the property value as determined by the Broker Market Analysis (BMA) ordered by the Contractor
- Home where the owner is in foreclosure or bankruptcy
- Home where the property value is less than the total combined mortgage balances and the employee requires a 'short pay' from the lender that cannot be completed within the contract time frame of 60 days
- A location where no qualified appraiser, or real estate firm are available within the local area. A qualified appraiser or real estate firm is defined by the contract.
- Homes with unique features highly unusual for the market, e.g. earthbermed homes, homes with alternative energy systems, etc

Prudential Relocation Exhibit A

Agency Customization Services

See catalog for detailed service descriptions.

| SIN | Service | Fee |
|-----------|---|--|
| N/A | Pre-Transfer Counseling | No Fee |
| N/A | Relocation web site for employees | No Fee |
| N/A | Relocation web site for government agencies | No Fee |
| 653-1 C | Destination Services: Homeowner Renter Mortgage Counseling Spousal Assistance | No Fee |
| 653-1 – D | Reports: Standard management program reporting – includes web access reporting tools | No Fee |
| 653-4 (C) | Cost of Living Analysis | \$75.00 per report |
| 653-4 (E) | Expense Management: Voucher Review & Payment | \$493.00 First Year \$275.00 Subsequent years |
| 653-4 (F) | Comprehensive Rental Services (per employee / not including agent direct costs) | \$350.00 |
| 653-4 (G) | Entitlement Counseling (per employee) | \$350.00 |
| 653-5 | Property Management | Annual Management Fee: \$3,989 Annual Agent Fee: NTE 12% of annual rent - direct cost pass thru |
| 653-5 | Relocation Training Travel to support relocation training | No Fee To be determined with agency |
| 653-5 (A) | Special Handling | See Special option pricing |
| 653-5 (B) | BVO with Home Marketing | See BVO option pricing |
| 653-5 (C) | Closing Assistance (all home values up to \$1,250,000) | 10.00% |
| 653-5 (D) | Assigned Value Sale (all home values up to \$1,250,000) | 12.00% |
| 653-7 | Move Management Champ Domestic Commercial | \$648 plus actual costs |

Prudential Relocation Exhibit A

| SIN | Service | Fee |
|-----|---|---|
| | <p>Services: Counseling / Audit</p> <p>Line haul / SIT</p> <p>Full replacement insurance up to \$500,000</p> <p>Move Management International Commercial Services: Counseling / Audit</p> <p>Air Sea Land Insurance</p> | <p>No fee</p> <p>Discount based on N Tariff</p> <p>Direct pass through cost</p> <p>No fee</p> <p>Mark up on actual costs Mark up on actual costs Mark up on actual costs 2.55% of value</p> |

Prudential Relocation Exhibit A

■ **Economic Price Adjustment**

Either party may request a review of the fees for each 'Program' (Appraised, Amended, Assigned, Special) starting 12 months from the first invoice and up to 3 times in every contract year thereafter provided that there is a minimum of 30 days between adjustments. An adjustment, if any, shall be based on direct cost experience, as hereinafter described, during the 12 calendar month period immediately preceding the request for adjustment (each such period referred to as a "Measurement Period"). Adjustments shall be based on actual costs including, without limitation, resale loss, maintenance, utilities, taxes, broker's commission, legal fees, title expenses, interest on mortgage, interest on equity, real estate closing costs and purchaser incentives. New rates will be computed separately for each program by totaling the respective actual costs incurred by the Contractor in connection with (i) Appraised Value, (ii) Amended Value/ BVO/ Assigned Value and (iii) Special program properties that close during the Measurement Period. The costs will be converted to percentages of the aggregate value of properties that close in each of the respective programs during such Measurement Period (the "Cost Percentages"). The Cost Percentages will not adjust by more than 3% for Appraised and Special Value and 1% for Amended Value/BVO/Assigned Sale in any single adjustment.

The following fixed management fee and risk premium be added to the respective Program Cost Percentages to determine the new fees. The adjustment will be completed within 30 days following the last day of the month from the request date. The adjusted fees will be applied to initiations received by Contractor as well as all properties not yet acquired starting on the first day of the month following the adjustment. Contractor reserves the right to downwardly adjust fees on a Measurement Period less than 12 months, in Contractor's sole discretion, at any time based on market conditions.

| Program Description | Risk Premium: % of Direct Costs | Service Fee: Fixed Fee |
|--------------------------------|---------------------------------|------------------------|
| Appraised Value | 0.5% | 2% |
| Amended / BVO / Assigned Value | 0.5% | 3% |
| Special | 0.20% | 2% |

Any such Additional Price Adjustment shall only be upon agreement of the agency. If the government and the contractor cannot reach agreement on the adjusted fee(s) within 30 days of submission by the contractor, the Blanket Purchase Agreement or other agreement may be terminated by either party.

Specific agency adjustments may apply based one or more of the following conditions (additional fee adjustment), as agreed to by both parties:

- Modification to relocation policy
- Volume
- Amended / BVO ratio
- Change in property value
- Destination broker referral usage
- Departure broker referral usage
- Payment history
- Geographical locations
- Additional utilization of additional contractor services