

C.1 STATEMENT OF WORK (APRIL 2008)

The Department requires a Contractor that will provide nationwide relocation services which include the following:

- Home Marketing Assistance
- Home Sales Services
- Destination Area Services
- Related Services
- Quality Control
- Services Outside the Scope
- Move Management Services
- Property Management Services
- Buyer Value Option

C.2.1 PURPOSE

The purpose of this procurement is to obtain a qualified firm to provide Department of Energy (DOE)-wide Employee Home Sale (domestic) and Relocation Services (domestic and international) for employees of the DOE.

C.2.2 Definitions:

Amended Value Sale: This occurs when the relocating employee receives a bona-fide offer from a qualified buyer before the employee has received a guarantee buy-out offer from the relocation service provider. The relocation service provider amends its offer to the outside sale price.

Anticipated Sales Price: 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 be deemed to 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 law ordinances and codes.

Appraisal: The process by which the Anticipated Sales Price of a residential housing unit, using the market data approach to value, is established. Also, 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 often done in accordance with the procedures in the ERC Summary Appraisal Report.

Appraised Value Sale: This is a contract of sale extended to a relocating employee from the relocation company to buy the employee's property based upon the average of a specific number of appraisals.

Authorization: Authorization shall mean when an agency informs the Contractor in writing or electronically that an employee is eligible to receive contracted services. The authorization shall contain the ordering information.

Bona Fide Offer: In good faith, without fraud. 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. 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, both circumstances of which are described herein), 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.

Buyer Value Option (BVO): Buyer Value Option (BVO) is similar to the Amended Value Sale. There is no appraisal based offer to the relocating employee from the relocation service provider. The employee lists the property and generates an offer. The relocation company determines if the offer is bona-fide and closes with the employee under the terms of the outside offer. The BVO is an alternative to direct reimbursement.

Carrier: 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.

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

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

Contracting Officer (CO): 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.

Designated Certified Appraiser: An individual that 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, and who is current with industry-standard education requirements.

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

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

Federal Travel Regulation: The Federal Travel Regulation (FTR) (41 CFR Chapters 300-304) 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.

Government Tariff: Government tariff shall mean the Domestic Household Goods Government Rate Tender (GSA01) as published by the Household Goods Carriers' Bureau Committee.

Home: The employee's primary residence that is being sold in a home sale program. Typically, it is defined as real property containing an amount of land customary for the area and may include condominiums, cooperatives, mobile homes, and multi-family properties. Generally, it is neither investment property nor a second home.

Home That Is Not Insurable: 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.

Home That Cannot Be Financed: 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. 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): A household goods move within the continental United States (CONUS) and the Canadian Territories is defined as 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).

Household Goods Move/International (OCONUS): A household goods move to/from a location outside CONUS (OCONUS) is defined as 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.

Industrial Funding Fee (IFF): In April 1995, GSA/Federal Supply Service (FSS) initiated industrial funding when Congress identified the Schedules program as suitable for reimbursable funding and reduced operating expenses for the program. Under industrial funding, FSS recovers the costs of contracting through the GSA Schedules program. Contract prices charged to ordering activities include the industrial funding fee (IFF).

Line Haul Services: Transporting a shipment under tariff from the point of origin to its destination.

Management Price: Management Price shall mean the price the Government will pay the Contractor for managing the employee's move.

Marketing Time: The average list-to-sell time for residential property shall be 120 calendar days and not more than 180 calendar days.

Mobile/Manufactured Home: A home designed with a frame for moving from one location to another. The basic design is the determining factor. Additional factors include 1) the presence of a HUD 1 sticker located on the structure, 2) a permanent foundation, 3) taxed as real property and 4) 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 given great weight in the interpretation of the contract.

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

Move Management Services: Move Management Services shall mean the process of and related activities in moving a transferee'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.

Moving Expenses: 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 excludes the negotiated Management Price.

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

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.

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: 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 and could result in a higher 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 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.

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.

Transportation Management Services Solution (TMSS): 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.

Title: All 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.)

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.

Working Days: Monday thru Friday, exclusive of Federal and Puerto Rican holidays. Puerto Rico Holidays include:

Three Kings Day: January 6
Good Friday: Date changes yearly
Constitution Day: July 25

SIN 653-1 EMPLOYEE RELOCATION SERVICES - HOME SALES SERVICES

Employee Relocation Services – Home Sales Services. The relocation service includes home sales services (appraised and amended value); home marketing assistance (working with the real estate agent selected by the transferee to provide real estate advice to the transferee, develop a marketing strategy, recommend repairs or improvements); 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 such as Buyer Value Option (BVO).

Scope & Complexity:

The Contractor shall:

- Provide a full range of services necessary to satisfy DOEs' 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 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.

Reports

The Contractor shall:

- (1) Provide all reports (web based, electronically, hardcopy or as requested) on contract usage that they offer commercially.
- (2) All transactions paid by Government Purchase Card will be included in all reports under this contract.
- (3) Provide DOE with standard commercial and custom reports as requested. This includes, but is not limited to, the number of passengers and packages transported by day and time; passenger lists; mileage; etc. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its employee relocation program.
- (4) The contractor shall provide the GSA Contracting Office with a quarterly report that details an agency's employee relocation expenditures for the given report period, 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, 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	Number of Transactions* (List by type of Service Ordered)	Contractor's fee(s) (List by type of service ordered at the transaction level)	Dollar Value of Transactions* (List by type of service ordered)

- (5) 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). Contractors may 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.

Specific Requirements

Home Marketing Assistance:

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. 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.
- A list of contractor recommended brokers (minimum of 2 brokers);
- Advice on managing and working with a broker.
- Advice on negotiating with potential buyers and evaluation of offers.
- Provision of toll-free 800 telephone lines that may be used by employees to facilitate the above services.

The Contractor shall advise the employee that he/she may elect to enter into a listing agreement with a real estate broker and to include an exclusion clause in such listing agreement. 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 relocation company 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."

The Contractor shall confirm with the employee that he/she has been notified by the RSC or sub-coordinator of the requirement to market their home for at least 30 days, 21 of which must be after the contractor's Guarantee's Appraised Value Offer in order to be eligible for the home sale services portion of this contract; however, the RSC may waive this requirement in rare and unusual circumstances. A listing agreement is not necessary for eligibility into the Home Sale Services portion of the contract. The employee is encouraged to contact the Contractor for counseling prior to listing the home with a real estate agent. In addition, the contractor shall confirm with the employee that they have been notified that they are required to list their property with a contractor recommended broker (minimum of two brokers will be provided to the employee by the contractor) in order to be eligible for the home sale program and the listing price shall be within 105% of the average of two broker market opinions ordered by the contractor within 10 days of receipt of both values.

Home Sales Service:

To be eligible for participation under this contract the employee's interest in the home must be reflected by a property title held in one of the following manners:

- In the name of the employee alone.
- In the joint name of the employee and one or more members of his/her immediate family.
- Solely in the name of one or more members of the employee's immediate family as defined below.
- In the joint name of the employee and a separate unrelated joint owner when pro rata reimbursement could be authorized under FTR 302.11, if the employee sold the residence under the direct reimbursement method. Such eligibility is subject to the conditions as defined.
- In the name of a separate accommodation party or parties as defined in the FTR part 302.11.

Members of an employee's immediate family are 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.

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.

The following **properties are not eligible for the Home Sale Services** portion of the contract:

- Mobile/Manufactured homes (whether or not affixed to real property owned by the employee). Mobile/manufactured homes constructed after 1976 have HUD 1 stickers attached. The Contractor when determining the mobile/manufactured home status may use other criteria. See Mobile/Manufactured Homes definition.
- Cooperatives.
- Houseboats.
- Homes that are not insurable. See definition of Home that is not Insurable.
- Homes that cannot be financed. See definition of Home that cannot be financed.
- Homes that cannot be valued through the relocation appraisal process, such as homes in remote and inaccessible locations that lack comparables or are otherwise deemed unmarketable. The determination of such a home is at the discretion of the Contractor.
- Homes on which construction has not been completed or that are undergoing substantial renovations.
- Homes that do not comply with state and local codes provided, however, that such homes may be eligible if the conditions are correctable in accordance with procedures in the "Appraisals" and "Amended Value Sales" sections shown elsewhere in this statement of work. Such conditions include, but are not limited to: (i) Homes that are not adequately serviced by potable water or sanitary waste facilities, as defined by the applicable state and local standards for water and sanitary waste services; and (ii) Homes that do not comply with other applicable state or local codes, such as building, health and fire codes, provided conditions resulting in such noncompliance are documented in accordance with said state or local codes, unless such defects are corrected and approved by proper authorities to meet code requirements.
- Homes that have undergone inspection for contamination by toxic or hazardous substances and have been determined to be contaminated by toxic or hazardous substances, such as UFFI or radon gas, friable asbestos insulation, lead paint and

other hazardous or health threatening substances such as seepage by leaking underground storage tanks and toxic waste sites, and toxic mold if such contamination cannot be corrected, provided that such determination has been made pursuant to inspections performed in accordance with the standards and all applicable laws. 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.

(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. Within two (2) working days prior to such inspections, the employee may request that the Contractor use a fully qualified inspector of the employee's choice, provided that the inspector selected by the employee meets the requirements specified below. 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.

Attempting to utilize an inspector chosen by the employee may delay the appraisal process.

(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 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 service, 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 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. The Contractor will provide the employee with estimated repair costs.
 - 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

Other exclusions and restrictions are as follows:

- If the employee has leased the home to a tenant, and the home is occupied at the time of the transfer, the tenant must vacate the home prior to the employee's acceptance of the Contractor's offer. This restriction applies both to appraised value sales and to amended value sales.
- If the employee sells land in excess of that which reasonably relates to the residence site, 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 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 following type properties are subject to a limited waiver by the contractor to reject agency authorizations within five calendar days based on the following conditions:

A property with a condition that is defined as ineligible for the home sale program under the contract, or when the style, location, condition, value or circumstances represent an unusual degree of financial risk or expense to the contractor, included, without limitation, the following homes:

- 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 contaminated by a toxic substance, even if the condition may be remedied;
- Homes with repair requirements in excess of 5% of the property value as determined by the Broker's Market Analysis (BMA) ordered by Prudential Relocation;
- Homes where the owner is in foreclosure or the property value is less than the total combined mortgage balance(s);
- Properties not accessible by automobile throughout the year or require the use of boats, airplanes or specially equipped automobiles to access the property;
- Locations where no qualified appraisers or real estate firms are available within the local area. A qualified appraiser or real estate firm is defined by the contract, including Prudential Relocation's proposal submission;
- Homes with values in excess of \$1,000,000.

Utilizing Home Sale Services:

- DOE requires that the employee market their home for at least 30 days, 21 of which must be after the contractor's Guarantee's Appraised Value Offer in order to be eligible for the home sale services portion of this contract; however, the RSC may waive this requirement in rare and unusual circumstances. The employee is encouraged to contact the Contractor for counseling prior to listing the home with a real estate agent. Normally, in cases where an employee independently markets his/her home in accordance with his/her agency procedures, the employee will be required to enter into a written listing agreement with a licensed real estate broker and such listing agreements shall contain the exclusion clause set forth in this statement of work. The RSC should confirm with the employee that a listing agreement is in place before placing an order for home sale services. In exceptional circumstances, the RSC may authorize the performance of home sale services by the Contractor without a written listing agreement being in force. Such exceptional circumstances may include, but are not limited to, the inability of the employee to list the home with a broker acceptable to him within the prescribed time period. In addition, the employee is required to list their property with a contractor recommended broker (minimum of two brokers will be provided to the employee by the contractor) in order to be eligible for the home sale program. The listing price shall be within 105% of the average of

two broker market opinions ordered by the contractor within 10 days of receipt of both values.

- Initial contact with the employee shall be by telephone. At this time, the employee shall be given the Contractor's toll-free telephone number. Within one working day of notification by telephone from the RSC of an eligible employee's relocation, the Contractor will contact the employee and describe the relocation program as approved under the contract. At this time, the Contractor shall:
 - (i) Advise the employee that if he/she elects to use the home sale services provided under this contract, he/she will be required to sign and return a property condition disclosure statement prior to the Contractor's presentation of any appraised or amended value offer to the employee. However, the absence of a disclosure statement is not sufficient cause for delay of timely ordering and scheduling of appraisals and inspections.
 - (ii) Confirm that the employee has been advised by the RSC that he/she may not use the home sale services until he/she has taken the appropriate measures to market their home for at least 30 days, 21 of which must be after the contractor's Guarantee's Appraised Value Offer.
 - (iii) 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. 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.

Written Confirmation: Within five (5) working days of the date of telephone 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 that 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. The employee shall be advised that copies of any signed and completed disclosure statement(s) must be provided by the employee to the Contractor and the RSC. Information to be mailed shall include a description of the appraisal, title search and inspection procedures the Contractor will use pursuant to the

"Appraisals," "Appraised Value Sales", "Amended Value Sales" and "Amended from Zero Sales" sections below.

Appraisals:

- Selection of Appraisal: Within three (3) working days of receipt of the written order for services, the Contractor shall contact the employee by telephone to discuss the appraisal, inspection and title search process and provide the employee with a complete written list of qualified, certified appraisers. If the Contractor is unable to contact the employee within five (5) working days of the receipt of the order, the Contractor will notify the cognizant RSC to discuss efforts that have been made to contact the employee, to request assistance in contacting the employee and to adjust the schedule of future actions to reflect the delay. The RSC will make appropriate schedule adjustments if convinced of the good faith efforts on the part of the Contractor to contact the employee. If the property is located in a rural area that is not served by the appraisers on its listing, the Contractor must notify the RSC for approval of the selection of the appraiser.
- Standards for Appraisals - An appraiser performing an appraisal under this contract shall:
 - (i) Conduct the appraisal in accordance with the Standards of Professional Practice and Conduct.
 - (ii) Derive his/her income primarily from single-family residential appraising (not from commercial appraising and not from acting as a broker).
 - (iii) Be familiar with market conditions in the area where the subject property is located.
 - (iv) Have access to current local market data through a multiple listing service or other cooperative service.
 - (v) Have no present or future interest in the subject property, nor have a relationship that would affect an independent judgment in determining anticipated sales price.
 - (vi) Not be a Government employee and not be related to the employee or the Contractor by blood or marriage.
 - (vii) Not have a relationship with the employee or the Contractor (personal or business) that would affect the objectivity and/or independence of the appraisal.
 - (viii) Not have appraised the subject property within the prior six months.
 - (ix) Have knowledge and experience in using the Employee Relocation Council (ERC) appraisal form and standards.
 - (x) Have the ability to perform the service in an accurate and timely manner in an effort to enable the Contractor to meet the contract's timeframes.
 - (xi) 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.
 - (xii) Is accredited to do appraisals in the required area.
 - (xiii) Be a member of one of the following appraiser organizations: The Appraisal Institute, National Association of Independent Fee Appraisers, American

Association of Certified Appraisers, Inc., American Society of Appraisers, or
American Society of Farm Managers and Rural Appraisers.

Procedures:

- (i) Within two (2) working days of receipt of a written list of independent appraisers, the employee shall designate three (3) appraisers, in order of preference, and shall notify the Contractor of his/her designations. Appraiser choice is based on a list provided by the contractor with a minimum of six appraiser choices – no off list choices are permitted unless agreed to by the RSC and the contractor. The Contractor shall select the appraisers based on the order specified by the employee.
- (ii) A property disclosure form is required to be completed by the employee and returned to the contractor prior to ordering the appraisals. A copy of the completed disclosure form will be provided to each appraiser by the contractor.

Upon notification of the employee's selection of appraisers and completion of the property disclosure form, the Contractor shall, within one working day, order:

- Two independent appraisals, based on the employee's designated order of preference.
 - A Title Search and Brokers Market Analysis. These may be ordered at the same time the appraisal list is provided to the employee as well as the other reports.
 - Inspections as deemed reasonably required by the Contractor. In making the determination of reasonably required inspections, the Contractor shall consider those inspections that are customary in the area for the type of property; that are required by local ordinance; that are reasonably related to a particular or unique condition of the property; and that are recommended by the real estate agent or that are identified in an appraisal or general home inspection. Repairs shall only be ordered if there is a demonstrable need at the time of the inspection (e.g., leaking roof, faulty furnace, etc). Repairs shall not be required based upon life expectancy alone. No inspection shall be completed without the consent of the Employee, which consent may not be unreasonably withheld.
 - Any reasonably required inspection shall be ordered and completed as soon as practical under the circumstances
 - Inspections for possible contamination by toxic or hazardous substances shall be conducted by qualified, professional and independent home inspectors in accordance with applicable standards and protocols and in accordance with the following criteria: Inspections shall be limited to those required by virtue of the appraisals and home inspection.
- (iii) Appraisal and Inspection reports must be completed within 30 working days of the date the Contractor has two qualified appraiser names or the date of receipt

of the official order for services, whichever is later. If the RSC is convinced that local conditions preclude completion of the appraisals and/or inspections within thirty (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.

- (iv) If a home inspection is ordered by the Contractor, the delay in its completion shall not constitute an acceptable basis for the delay of an appraisal or an offer from the Contractor, unless the delay was caused by the employee. An appraiser cannot adjust an appraisal report to reflect the findings of a home inspection, if the appraisal has already been completed. An appraiser may consider the results of a home inspection for an "as is" adjustment, if the appraisal has not yet been completed and that such adjustment does not delay the Contractor's offer beyond the 30 working day time period.

(v) Condition of the Appraisals:

- Property is appraised in as is condition, considering market adjustments / forecasting up to a 120 day market time from listing to closing. Appraisals shall be conducted according to the Employee Relocation Council (ERC) appraisal guidelines, except as modified under this contract.
- The Contractor shall require appraisers to use comparable sale market data that is contiguous to the subject property. That is, the comparable properties selected by the appraiser 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 immediate area in which case the appraiser may use comparables from the general market area. If an appraiser, in his/her opinion cannot identify acceptable comparables within the parameters set forth above, he/she will immediately notify the Contractor PRIOR to completing the appraisal. The Contractor shall permit the appraiser to use foreclosure or auctions based on market conditions. The appraiser is required to document why a foreclosure or auction property was used as a comparable. If necessary, the RSC shall have the right to request documentation from the Contractor to determine whether the appraiser used comparable sales.
- "Market Forecasting Adjustments," i.e., adjustments based on an analysis of market trends in the area, tempered with analytical judgment concerning the probable extent to which these trends will continue into the future, are permitted, provided that all such adjustments are explained in detail in the appraisal report.
- 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 (such as movements of interest rates, seasonal lulls or peak selling periods, trends of market values, relationship of supply to demand and data concerning the overall economy in the area) shall be set forth in the report supported with objective, verifiable data. This data shall be made available to the employee

for review, if requested. Data supporting forecasting must be provided. It is not sufficient for the appraiser to indicate that "market is declining x percent per month."

- The Contractor may review appraisal reports to determine if they are complete, accurate, consistent and in accordance with general relocation appraisal guidelines. Appraisal review process will follow the industry standard review of appraisals for accuracy and consistency and may include cross-sharing comparables between appraisers to resolve discrepancies. Any adjustments are to be clearly identified. Completed appraisals are not subject to adjustment by the Contractor under any circumstances. However, the Contractor may request the appraiser to reevaluate areas that are incomplete, inaccurate, inconsistent or not in accordance with general relocation appraisal guidelines. Completed appraisals are not subject to adjustment by the appraiser except to correct mathematical errors or errors of fact or explain 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 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. The RSC shall have the right to determine "errors of fact".
- The Contractor shall average the appraised value amounts to determine the guaranteed 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 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 guaranteed 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 is convinced 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.

Appraised Value Sales:

Within two (2) working days of completion of the appraisal, inspection and title process, the Contractor shall make the employee an oral 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 the three appraisals vary equally. This oral 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 employee shall be afforded the options available herein.

The Contractor, shall, prior to making such an offer, have obtained estimates of repair and re-inspection costs from established, reputable, independent Contractors. The employee, at their discretion, may elect to arrange for the estimates without the Contractor's help. If the cost for repairs exceed \$1,000, and the employee and Contractor cannot come to agreement on the original estimate, the Contractor shall order 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. The Contractor shall be responsible for the costs of obtaining these estimates.

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. Contractors providing repairs 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, copies of estimates for repairs and re-inspection costs shall be provided to the employee along with the offer. If the employee wants to accept the offer, he/she shall within five (5) calendar days of receipt of the appraised value offer select one of the following options.

- Prior to acceptance of the appraised value offer, the employee may elect to complete any required repairs and re-inspections at his/her expense. In this event, the employee is solely responsible for ensuring that the home is brought up to standards set by the applicable law ordinance or code except when the repair required remediation of a toxic or hazardous substance.
- The employee may elect to have his/her equity payment from the Contractor offset (i.e., reduced) by the estimated cost of repairs and re-inspections necessary to bring the home up to standards set by the applicable law ordinance or code.
- The employee may elect to have the funds in the amount of the estimated repairs placed in escrow with an escrow mutually acceptable to the Contractor and the employee. Funds shall be placed in escrow by the employee at the time he/she accept the Contractor's contingent offer. The employee's liability for repairs and re-inspections shall not exceed their estimated cost; any additional cost will be the responsibility of the Contractor if the final cost of repairs and re-inspections is less than the amount of funds in escrow, the difference shall be credited to the employee,

except in those instances when any errors and/or omissions are attributable to the employee. If the house is sold "as is" prior to the stipulated repairs being complete by the Contractor, the funds deducted from the escrow shall be returned to the employee and not used for other purposes.

Disputes under Appraised Value Sales:

Disputes are to be handled on the ordering level. If a dispute cannot be resolved between the Contractor and the RSC, it will be referred to the GSA Contracting Officer who will then determine if the statement of work was correctly interpreted and followed. The Contractor shall make reasonable efforts to effect the necessary repairs and re-inspections and conclude all necessary financial adjustments with the employee within 31 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 offer shall be mailed to the employee within two (2) working days of the date the Contractor makes his/her oral 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 telephone offer to accept or reject the Contractor's appraised value offer. At this time, the employee may request an equity advance prior to acceptance 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. 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, 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 30 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. In no event shall the original offer be lower as a result of the reevaluation of the original appraisals. 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 re-evaluations 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 describe in the third bullet 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.

Amended Value Sales:

During the 60-calendar day acceptance period the employee shall continue to market the home independently if required by the employee's agency regulations and procedures. 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 following 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 applied adjusted price of the adjusted price of the home.
- If the home was listed with a real estate broker, upon the employee's acceptance of the amended value and termination of the employee's listing agreement as provided in the listing exclusion clause, offer 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. 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, subject to the approval of the RSC. If the home is ultimately sold to the 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, upon request by the Contractor and subject to approval by the RSC. Approval will be granted only in cases where, in the judgment of the RSC, the terms and conditions of the ultimate sale are so different from those of the original offer (such as, for example, a significantly reduced purchase price) that it would be inequitable for the transaction to be treated as other than an appraised value sale for purposes of payment to the Contractor. The Contractor, with appropriate documentation of the change, and approval of the RSC, may then bill the Government for the difference, if any, in rates between the amended value and the appraised value transactions, based on the appraised value of the home.

Amended-from-zero sales:

- 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 offer's terms and conditions and shall counsel the employee throughout the negotiation of the offer.
- The Contractor shall obtain independent broker's market analysis 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 broker's market analyses 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 amended-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 amended-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 re-inspections required that

the potential outside buyer must qualify for financing and that the seller must convey marketable and insurable title. Amended-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 amended-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 amended-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. 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 outside buyer, but on terms and conditions substantially different from the original offer, the transaction may revert to an appraised value sale for purposes of payment to the Contractor, upon request by the Contractor and subject to approval by the RSC. Approval will be granted only in cases where, in the judgment of the RSC, the terms and conditions of the ultimate sale are so different from those of the original offer (such as, for example, a significantly reduced purchase price) that it would be inequitable for the transaction to be treated as other than an appraised value sale for purposes of payment to the Contractor. The Contractor, with appropriate documentation for the change, may then bill the Government for the difference in rates, if any, between the amended value and the appraised value transactions. The appraised value fee will be applied to either the higher of the two brokers' market analyses or to the outside contract price, whichever is lower.
- If the Contractor elects not to make an amended-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.

Vacating Date:

Once the employee has accepted the Contractor's 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 three (3) days of vacating to identify damage or the need for debris removal.

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, 95% of the equity calculated shall be paid to the employee within five 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 five (5) 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 five (5) working days of receipt of acceptance and execution of the contract of sale by the Contractor.

Equity Deficit:

When the outstanding mortgage balance and encumbrances exceed the accepted sales price, 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.

Equity Advance:

- During the acceptance period, the Contractor shall advance up to 75% of the transferee'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. During the acceptance period, Contractors may provide employees with a 100% equity advance, based on the appraised value of the 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 from the transferee.

- 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 \$125 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 home sale 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.

Equity Advance

- 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.
- After the date of acceptance, or vacate, whichever is later, the Contractor, is the sole beneficial owner of the home and bears all the burdens of ownership, including all mortgage payments 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 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 dealing with mortgages and other obligations secured by the home. Such procedures will ensure that all necessary actions are completed within 31 working 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 amended-from-zero sale that included assumption of the mortgage as a seller's concession, the Contractor shall payoff all existing mortgages or other obligations secured by the home within 31 working days or when title is transferred to the Contractor, whichever is earlier. The Contractor shall satisfy all obligations in full. The Contractor shall arrange for formal release of the employee from all obligations secured by the home. The Contractor shall assure that the employee's credit record is protected through prompt payment of all obligations by the due date.
 - (ii) 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 amended-from-zero sale that included assumption as a seller's concession is not consummated, the Contractor shall obtain formal release of the employee from the mortgage, as described above.
 - (iii) 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.
- 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 misrepresentation/fraud on the part of the employee or in the result of any post-closing audit.

Equity Loan:

The employee is required to register and close with the recommended contractor's destination broker to be eligible for an equity loan.

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. Upon notification by the Government of such cancellation, the Contractor may bill for interest charged in accordance with the Prompt Payment Act.

Mortgage Pre-Payment Penalty

Pre-payment penalties are not to be included in the fixed fee and may be invoiced as a separate direct cost to the agency.

Double Deed / Transfer Tax

Double deed expense may be included in the fixed fee.

Destination Areas 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 (free - at no cost to the Government or employee) destination area services either independent of or in conjunction with the home sales services portion of the program.

- **Buyer's Assistance:** Upon notification of a transfer, the Contractor shall contact the employee to advise him of the assistance available and to discuss the family's community and housing needs at the destination area. A Home Finding Information Kit shall be sent containing information on the home prices and services. If applicable, when a Contractor was awarded a line item to which the employee is transferring, 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 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 with information regarding the local area.

- (ii) Preparing a home hunting itinerary, scheduling appointments to view the available properties and acquainting the employee and spouse 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. This information will be transmitted 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. The employee also may use a rental agent of his/her own choice. A rental agent performing a service under this contract shall not be 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 of the inspection. If the employee elects to do so, no other home finding assistance will be provided by the Contractor. Rental assistance counseling shall include:
 - (i) Sending the employee a Relocation Information Kit.
 - (ii) Preparing a home hunting itinerary, scheduling appointments with a rental agency.
 - (iii) Discussing the rights and obligations of the renter, including the requirements of lease agreements, prior to the showing of available rental unit.
 - (iv) Orienting the employee to the typical rentals within a suitable commuting distance.
 - (v) Discussing the customary deposit requirements.

Mortgage Counseling:

The Contractor shall counsel the employee on local and nationwide and local mortgage programs that meet the employee's financial objective and qualifications. 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); FHA/VA loans; sub-prime 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.

SIN 653-5 EMPLOYEE RELOCATION SERVICES – AGENCY CUSTOMIZATION SERVICES

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. special property transactions, BVO, property management, etc. Include properties excluded from the home sale services when permitted by the Federal Travel Regulations, especially difficult to sell properties.

Reports:

The Contractor shall:

- (1) Provide all reports (web based, electronically, hardcopy or as requested) on contract usage that they offer commercially.
- (2) All transactions paid by Government Purchase Card will be included in all reports under this contract.
- (3) Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, the number of passengers and packages transported by day and time; passenger lists; mileage; etc. The Contractor shall identify commercial reports that are available to enhance an agency’s ability to manage its employee relocation program.
- (4) The contractor shall provide the GSA Contracting Office with a quarterly report that details an agency’s employee relocation expenditures for the given report period, 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, 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	Number of Transactions* (List by type of Service Ordered)	Contractor’s fee(s) (List by type of service ordered at the transaction level)	Dollar Value of Transactions* (List by type of service ordered)

- (5) 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). Contractors may 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.

Specific Requirements:

Home Sales Service and Home Marketing Assistance for Special Properties:

Provide services under SIN 653-1 for properties meeting the definition of "Mobile/Manufactures Home" under section C.2.2. Subject to amended value fee percentage when conditions under SIN 653-1 for amended sale apply.

Buyer Value Options:

Provide services for the Buyer Value Option (BVO) as defined under Section C.2.2.

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.

SIN 653-7 EMPLOYEE RELOCATION SERVICES – MOVE MANAGEMENT SERVICES

Description

Employee Relocation Service – Move Management Services: This SIN is for comprehensive move management services and includes transferee entitlement and pre-move counseling; carrier selection (if requested); preparation of bills of lading; shipment booking; moving; overseeing carrier evaluation process; performing service performance and prepayment audits; providing management information reports; assisting in claims preparation, filing, and settlement; and providing on-site quality control service and quality assurance plan. Customized move management services also may be required. Vendors shall offer move management services separate from SIN 653-1.

General Requirements:

The Contractor shall 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 marketing strategy, recommending repairs/improvements); home sales service (home marketing, destination 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 or seek service from other sources (such as brokers in the new location) as they desire.

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 the program is solely the responsibility of the agency and shall not be subject to dispute.

The Contractor shall:

- Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.
- Ensure that its firm is fully versed in the Federal Travel Regulation (FTR), 41 CFR Chapters 300-304, Joint Federal Travel Regulation (JFTR) Volume 1 for uniformed personnel, Joint Travel Regulations (JTR), Volume II for DoD civilian personnel, and any agency specific regulations (both DoD and civilian). The Contractor shall also be familiar with the Surface Transportation Board, and the Government Domestic Household Goods Government Rate Tender (GSA01 or applicable tariff at time of

contract). The contractor shall be familiar with its commercial tariff and its provisions. A copy shall be made available to the agency upon request.

- Service level agreements may be proposed at the task order level to the extent the terms of such agreements do not conflict with the terms and conditions of this Schedule (see paragraph s, Order of Precedence, of Clause 52.212-4) and can be used in conjunction with the paragraph C.43, I-FSS-60, PERFORMANCE INCENTIVES. Service level agreements may also be negotiated with ordering agencies. An informational copy of service level agreements shall be provided to the GSA Contracting Officer at onthego@gsa.gov within 5 business days of execution.

Reports

The Contractor shall:

- (1) Provide all reports (web based, electronically, hardcopy or as requested) on contract usage that they offer commercially.
- (2) All transactions paid by Government Purchase Card will be included in all reports under this contract.
- (3) Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, the number of passengers and packages transported by day and time; passenger lists; mileage; etc. The Contractor shall identify commercial reports that are available to enhance an agency’s ability to manage its employee relocation program.
- (4) The contractor shall provide the GSA Contracting Office with a quarterly report that details an agency’s expenditures for the given report period, 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, 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:

Type of Service	Agency	Number of Transactions* (List by type of Service Ordered)	Dollar Value of Transactions* (List by type of service ordered)

- (5) Management information reports. Separate reports shall be provided commercial arrangements. Provide the GSA Contracting Office with a quarterly report(s) that detail an agency’s move management expenditures and claims for the given report period, and provide a cumulative total across all agencies serviced. All data reported must be broken down to reflect whether the services and claims apply to shipments under the

Contractor's commercial arrangement or SDDC carrier and rate. Please note, 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 via Microsoft Excel and emailed to onthego@gsa.gov and transportation.programs@gsa.gov, subject: Quarterly Move Management, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported to GSA are:

Move Management Report							
Tariff utilized	Number of move management services by agency	Dollar value of move management services by agency	Number of shipments by agency, by carrier, showing line-haul and accessorial charges separately and commission paid if applicable.	Number of CONUS interstate shipments by agency, by carrier, showing line-haul and accessorial charges separately	Number of CONUS intrastate shipments by agency, by carrier, showing line-haul and accessorial charges separately	Number of OCONUS shipments by agency, by carrier, showing line-haul and accessorial charges separately	Number of UAB and POV

Claims Report								
Number of claims by agency, by carrier	Dollar value of claims by agency, by carrier	Number of CONUS interstate claims by agency, by carrier	Number of CONUS intrastate claims by agency, by carrier	Number of OCONUS claims by agency, by carrier	Average number of days between date initial settlement offer received and date of final settlement	Average amount claimed and settled CONUS interstate	Average amount claimed and settled CONUS intrastate	Average amount claimed and settled OCONUS

- (6) Ordering agency reports: If requested by the ordering agency, the Contractor shall furnish the following reports in the manner specified by the agency with regard to format, content, and frequency. The ordering agency also may revise the report format. At a minimum, a monthly move analysis report is due to the ordering activity within 15

business days following the month services were performed and sent to agency as directed.

- **Monthly Move Analysis Report:** A summary of the total number of shipments handled for the specified period further broken down into the following incremental categories: number of shipments by agency activity, number of shipments by carrier, number of CONUS interstate shipments, number of CONUS intrastate shipments, and number of OCONUS shipments. For each category show total line-haul and accessorial charges separately.
 - **Claims Summary:** A summary of the total number of loss/damage claims handled for the specified period further broken down into the following incremental categories: number of claims by agency activity, number of claims by carrier, number of CONUS interstate claims, number of CONUS intrastate claims, number of OCONUS claims, average number of days between date of claim filing and date initial settlement offer issued, average number of days between date initial settlement offer received and date of final settlement, average amount claimed and settled CONUS interstate, average amount claimed and settled CONUS intrastate, and average amount claimed and settled OCONUS.
 - **Counseling Contact Summary Report:** A summary report of counseling contacts showing employee name, date of initial contact, and current status of the move including date for the pre-move survey, packing date, pickup date, and actual or proposed delivery date(s) into SIT and/or residence.
 - **On-Time Services Summary Report:** A summary report listing employee name, scheduled pickup date, actual pickup date, scheduled delivery date(s) into SIT and/or residence, actual delivery date(s) into SIT and/or residence, scheduled date for delivery out of SIT, and actual date for delivery out of SIT. When the scheduled and actual dates are different, the Contractor must explain the difference.
 - **Customer Satisfaction Survey Summary Report:** A summary of the numbers of employees surveyed and moved during the previous month and the satisfaction levels for contractor and carrier services.
 - **Specially Requested Reports:** Special reports furnished to the ordering agency not more frequently than once a quarter when the Responsible Transportation Officer requests such reports.
- (7) **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). Contractors may 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.

Specific Requirements:

The Contractor shall provide, in compliance with Government regulations and procedures, all labor, materials, supervision and resources to provide management of household goods shipment (domestic and international), boats and mobile homes services from initial notification of move through completion of all move-related transactions. Services include, but are not limited to: entitlement counseling; pre-move planning; written estimates; carrier selection (if requested); transportation, shipment management including status updates, storage (temporary and permanent) and special service arrangement and coordination; administration, monitoring and inspection; assisting employees with understanding the household goods shipment process and associated responsibilities; performing service performance audits and prepayment audits; report generation and distribution; customer service; and a variety of other related services as set forth herein.

Move Management Services:

The Contractor shall provide all services specified herein. Multiple origins and/or destinations may be involved for both CONUS and OCONUS shipments.

- Authorization, Initial Contact and Entitlement and Pre-move Counseling: Upon receipt of a written or electronic authorization for movement, the Contractor shall contact the employee by telephone and conduct a preliminary interview. During the preliminary telephone interview all pertinent demographic information shall be obtained, timing and travel needs shall be ascertained, and an appointment shall be set for entitlement counseling if the initial conversation is inconvenient.

Entitlement counseling includes discussion of personal property authorizations/entitlements and commercial practices affecting the move, options for personally procured moves, mobile homes and boats (if applicable), unpacking requirement, debris removal, professional books, papers and equipment (if applicable), POV entitlement, claims process, full replacement value protection, carrier/employee responsibilities and any unique agency requirements. The counselor shall ensure that any requested services that are not the Government's financial responsibility and which the employing agency will charge back to the employee is the employee's responsibility. The counselor shall offer assistance to the employee in preparing all documents related to the shipment. After the initial counseling session, agency approved materials shall be sent to the employee with the appropriate forms, descriptions of the services offered and the process. The Contractor is encouraged to have a web-site in addition to a toll free number that the employee can access for information, communication, shipment status and to download forms which may be necessary in the process. Access shall be available to the agencies and to the employee 24/7/365. If the Contractor is unable to reach the employee after three attempts, they are to contact the agency relocation services coordinator for assistance.

- Carrier/forwarder selection. Selection of a carrier or household goods forwarder/broker (hereinafter included in the term “carrier”) shall be subject to the requirements set forth in 41 CFR 102-117. It is the responsibility of the ordering agency to determine which carrier is to move the relocating employee's household goods. Agencies will select the carrier based on the criteria specified in 41 CFR 102-117. Ordering activities are required to use the carrier that provides the overall best value to the agency (see 41 CFR 102-117.100 & 41 CFR 102-117.105). The Contractor may prepare an analysis for the agency using actual move data to assist the agency in the best value determination. If actual move data does not exist, the Contractor may provide analysis based on their government experience. This cost/price analysis shall be provided to the ordering agency for its consideration to ensure it maximizes its opportunities to secure the best value and be made available to the GSA Contracting Officer and/or designee on request. The Contractor shall also comply with 41 CFR 102-118.260 (see the Prepayment Audit section of this SOW).

(i) Use of Contractor’s commercial tariff and GSA01. The Contractor may offer, and an agency may select on a case-by-case or an overall basis, use of a commercial carrier with which the Contractor has a commercial arrangement, provided the arrangement results in the best value to the agency as required by 41 CFR 102-117.

(ii) Ordering agencies may contact the following GSA office for assistance in making the best value determination:

General Services Administration
Federal Acquisition Service
Office of Transportation and Property Management
2200 Crystal Drive, Suite 300
Arlington, VA 22202
703-605-5618
transportation.programs@gsa.gov

- Commissions. A commission may be charged for commercial services under the multiple award schedules provided the commission is disclosed and does not influence the carrier that is recommended/selected.
- Shipment booking. The Contractor shall conduct all pre-move arrangements such as scheduling the move with the selected carrier, ordering a pre-move survey, determining whether SIT or any special services (e.g., shuttle service, special crating, third-party servicing, elevator charges, long carry, and/or stair carry) are required. If SIT or special services are required, the Contractor shall obtain written authorization from the ordering agency. After the pre-move survey, the Contractor is to send to the agency/employee in writing a list of the required services and the estimated charges. If it appears that there might be unauthorized services or weight beyond entitlement, the employee must agree in writing with the Contractor that they (the employee) shall be responsible for all the unauthorized charges. The carrier will always be paid for services rendered and

under no scenario will be asked to collect excess costs from the employee. The Government shall assume no liability for the debt made by the employee.

- Storage-in-Transit (SIT) and Non-temporary Storage:
 - (i) Arranging/Monitoring SIT. If an ordering agency authorizes SIT, the Contractor shall arrange storage under its commercial arrangement. The Contractor shall: (1) notify the employee in writing within 5 calendar days of household goods placement in SIT of the authorized SIT duration and location; (2) give the employee written contact information for the SIT provider; (3) monitor shipments in SIT and obtain disposition instructions from the employee or ordering agency representative at least ten working days before SIT expiration; (4) arrange delivery of shipments from SIT; (5) inform employees in writing of their personal financial responsibility for charges incurred for any storage period in excess of the maximum authorized; and explain any shipment valuation changes cause by the shipment changing form Government storage responsibility to employee storage responsibility.
 - A) Use of Contractor's commercial tariff and GSA01. Ordering agencies may determine that a Schedule contractor's commercial carrier arrangement offers best value for SIT. In this scenario, the move management services contractor provides the ordering agency these services through a subcontract arrangement with the carrier under its Schedule contract. Because of the nature of the transportation industry, it is likely that the subcontractor is also a CHAMP participant but, in this scenario, the terms and conditions of the subcontract are not under the CHAMP agreements or rates. In these instances, the move management services contractor may not misrepresent to the ordering agency that the Contractor is using a CHAMP carrier and/or CHAMP. The move management contractor shall clearly articulate to the carrier and the ordering agency that such subcontract is not under the CHAMP.
 - (ii) Storage in Excess of 180 Days. If storage exceeds 180 days, the Contractor shall determine and provide in writing to the agency/employee the condition of the employee's property at the end of the 180-day SIT period to protect the Government's and the relocating employee's right to recover for carrier-caused losses or damages. The Contractor must also provide in writing the new contact (if the contact changes) for the employee to make storage payments and to release the shipment, and also explain any shipment valuation changes (insurance levels) due to the shipment changing from Government storage responsibility to employee storage responsibility. While under the Federal Travel Regulation (41 CFR chapters 300 through 304), the employee is entitled to shipment of goods to a final destination (if delivery is made within 2 years from effective date of transfer), the employee is responsible for payment of all storage in excess of 180 days. The Contractor shall ensure that its agreement with the storage facility protects individual

employee interests after the 180 day period. When an ultimate destination is specified, the Contractor shall provide all required contract services.

- (iii) Non-Temporary Storage (NTS) for DoD employees. The Contractor shall coordinate with the appropriate DoD facility to determine the authorization for NTS shipment. The employee must sign that they request NTS and that must be provided to the Government. While goods are in NTS, the Contractor shall provide the employee a toll-free number and an electronic address to communicate the status of the shipment, and notify the employee 30 days prior to the expiration of their entitlement.
- Pack, Load, Pick-up, Delivery Un-pack and Debris Removal. The Contractor shall ensure that the household goods are picked up and delivered on the agreed-upon dates established by the Contractor and the employee. The Contractor may compensate the employee for inconvenience due to missed pick up and/or delivery dates as identified in the claims process. The Contractor shall remove or cause to be removed debris accumulated incident to the pickup and within 10 calendar days subsequent to the delivery, at no additional charge to the employee or the agency.
 - Claims Preparation, Filing, and Settlement Assistance. When the ordering agency uses a Contractor's commercial arrangement, and the employee or ordering agency asks the Contractor to settle the employee's loss/damage claim or to provide immediate loss/damage claim preparation/filing assistance, the Contractor shall comply with the request. On all claims, the Contractor shall review and negotiate a settlement offer that is consistent with the carrier's liability, and in the case of an impasse must refer the complete file to the ordering agency. Additionally, the Contractor shall counsel the employee about the potential consequences of signing any full and unconditional release on any offer of settlement before all claims resulting from a particular move have been resolved.
 - Liability. The Contractor shall be insured to provide members full replacement value protection for damaged and/or lost household goods.
 - (i) The Contractor shall provide full replacement value protection to the member for all household goods shipments. The Contractor shall guarantee either replacement of articles lost or damaged while in the Contractor's custody (in custody of the carrier is considered in the Contractor's custody), reimbursement for full replacement cost (as determined by current market value), or repairs, or the cost of repairs to damaged item(s) to the extent necessary to restore the item(s) to the same condition as when received by the Contractor from the employee. Actual replacement articles, if any, shall consist of articles of like kind and quality without deduction for depreciation.
 - (ii) The Contractor shall provide Full Replacement Value Protection based on a minimum of \$5.00 times the actual net weight (in pounds) of the shipment,

limited to a maximum of \$90,000 per shipment. This protection and liability shall be at no additional cost to the agency or employee. The Contractor's maximum liability shall not exceed the released or declared value on the shipment or the full cost of repair to the damaged property, whichever is less. The Contractor shall have the option of repair or replacement of damaged articles. The Contractor shall offer the employee an option to purchase additional insurance above the computed value. For SDDC, the valuation shall be according to the limits set forth in their respective programs.

- The Contractor shall accept responsibility for the repair, recalibration and/or adjustment of electronics and appliances damaged during transit and/or storage regardless of external damage (or lack thereof). Failure of Contractor to take exception to the condition of electronics and appliances at origin shall result in Contractor acceptance of responsibility at destination.
- Carrier Evaluation: The Contractor shall submit its carrier evaluation plan as part of this proposal. It must evaluate the carrier's performance in terms of meeting required delivery dates, professionalism of personnel, ability to provide timely reports and information. An evaluation plan for the Contractor's move management staff is also required to be submitted for approval by the Government. If a DoD carrier and rate are used, the Contractor must furnish the relocating employee the customer satisfaction survey in use by SDDC at that time.
- Service Performance and Prepayment Audit. The Contractor must conduct an independent service performance survey of transportation billings and have each billing certified by line item to determine whether billed services (including any services specifically requested by the employee) were or were not necessary, properly authorized, and actually performed. This survey is unrelated to an agency's audit of the actual billing charges. The Contractor shall furnish the certification along with the transportation billing to the prepayment auditor for audit of the actual transportation charges.
 - (i) Prepayment Audit: The Contractor must conduct, or arrange to have conducted, a prepayment audit of each transportation billing for service performed under the schedule. Any auditor (other than a GSA Prepayment Audit Schedule contractor) who performs such an audit must be certified by the GSA Audit Division (FBA) to conduct such an audit. Prepayment audit certification (approval) will be considered by FBA only after the Contractor is selected by an agency under this Special Item Number (SIN). Independent of the (iii) *Management information reports* section of this SIN, the Contractor shall provide a quarterly report with the content and in the format agreed to by FBA. Upon receipt of a bill from a carrier, the Contractor must annotate or electronically impose the receipt date on the bill. The bill must also contain information identifying the shipment was moved under the purview of the schedules program, and must indicate the shipment was moved via a

Contractor's commercial agreement to include the applicable tariff/rate authority. The bill must also include the Contractor's schedule contract number. The prepayment auditor will adjust billed charges as appropriate based on the service performance and prepayment audits before the bill is submitted, along with the service performance audit certification, to the ordering agency for payment. The auditor's initials must be shown on the bill of lading. When adjustments occur based on the service performance audit and/or prepayment audit of charges, the Contractor shall send to the carrier, within 7 days of receipt of the carrier's bill, a copy of the adjusted bill. The adjusted bill must be accompanied by a statement of differences form that clearly explains the reasons for the billing adjustment and cites the proper tariff, tender, publication, or schedule reference used in the audit. The statement of differences form also shall include the following: carrier's standard alpha code, bill of lading number, billed amount, charges computed by auditor and to be sent to the agency for payment, and the carrier's bill (invoice) number. The Contractor must receive from the carrier within 10 days of the date shown on the statement of differences any protest of the adjusted bill. The Contractor shall complete the protest reply within 30 days of receipt of the protest. If the ordering agency opts to have the contractor prepare a Government Bill of Lading, the Contractor shall comply with the terms and conditions contained in 41 CFR 102-118. Under a commercial arrangement, the Contractor will act as billing agent and bill the agency for all charges related to the move and make payment to the carrier. The schedule IFF fee of .75% will be built into the MMS fee proposed.

- (ii) Performance Standard for Service Performance Audit and Prepayment Audit. The Government is required to comply with provisions of the Prompt Payment Act (31 U.S.C. 3901(a)(5)). The Contractor therefore must ensure that within 7 working days of receiving the carrier's bill, it has completed the service performance and prepayment audits and has the consolidated transportation/MMS billing, accompanied by the service performance audit certification, in the hands of the ordering agency for payment. The task order between the ordering agency and the Contractor shall stipulate that the transportation payment the agency forwards to the Contractor for remittance to the carrier, whether by check or electronic transfer, shall be dated in time for the agency to be deemed "in compliance" with provisions of the Prompt Payment Act. The Contractor shall not be liable for any late payment interest charge the agency may accrue on a transportation payment that does not meet the foregoing date requirement.

Additional Services: The Contractor shall perform the following additional services when ordered by the agency:

- On-Site Quality Control Service. If the ordering agency requests, the Contractor shall arrange for quality control personnel to provide on-site inspection service at the origin/destination residence at pickup/delivery. Inspection services include, but are not limited to: verification of correct inventory coding, use of proper

packing materials, appropriate article servicing, equipment and personnel suitability, and satisfactory performance of unpacking.

- The Contractor may offer other related commercial services customarily performed as part of move management and no-fee referral relocation services to the employee. Examples of such services are marketing assistance, home finding (rental and purchase) assistance, mortgage assistance, temporary living coordination and coordination of property management services.