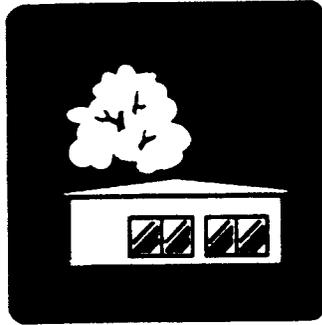


Federal Supply Schedule

General Services Administration



Basic Edition

January 25, 1996

**Governmentwide
Employee Relocation
Services**

Industrial Group **653**

Single Award

*For the period
October 1, 1995,
through
March 31, 1997*

Federal Recycling Program



Printed on Recycled Paper

TABLE OF CONTENTS

How to Get Assistance	1
GSA Contacts	1
General Information	2
Geographic Coverage	2
Exemption from Mandatory Use	2
Publicizing Contract Actions	2
Scope of Schedule	2
Ordering Information	2
Payment Information	3
Delivery Information	3
Services	4
Description of Services	4
Definitions	4
Home Marketing Assistance	5
Home Sale Services	6
Definitions of Eligibility	6
Utilizing Home Sale Services	8
Initial Contact with the Employee	8
Appraisals	8
Appraised Value Sales	10
Amended Value Sales	12
Amended-from-Zero Sales	12
Vacating Date	13
Equity Payment	13
Equity Advance	14
Completion of Home Sale Services	14
Cancellation of Transaction	15
Home Finding Assistance	15
Rental Assistance	15
Buyer's Assistance	15
Mortgage Counseling	16
Related Services	16
Services Outside the Scope of Contract	16
Relocation Services Coordinators	16
Delivery Zones	17
Price List	18
Fees for Appraised and Amended Value Sales	18
Map for Zone Relocation Services	19
Contractors	20

HOW TO GET ASSISTANCE

GSA CONTACTS

Contracting Officer

Darlana Bikowski
 General Services Administration
 Contracting Officer (FCXC)
 (IG 653)
 Washington, DC 20406
 (703) 305-5865

Contract Specialists

Mary P Meredith
 (703) 305-5506
 Michael Jones
 (703) 305-6704

For Copies of Schedules

Ordering activities requesting copies of schedules should contact:

General Services Administration
 Centralized Mailing List Service (7CAFL)
 4900 Hemphill St
 PO Box 6477
 Ft Worth, TX 76115
 (817) 334-5215
 DSN: 739-7369

All others, including vendors, requesting copies of schedules must contact the FSS Schedule Information Center listed below.

For General Schedule Information

General Services Administration
 FSS Schedule Information Center (FML)
 Washington, DC 20406
 (703) 305-6477
 DSN: 327-1022

GENERAL INFORMATION

GEOGRAPHIC COVERAGE

This schedule covers the 50 states, Washington, DC, and the Commonwealth of Puerto Rico.

EXEMPTION FROM MANDATORY USE

The following activities are authorized to use this contract and resultant schedule on a nonmandatory basis: (a) federal agencies in addition to those required by the "Scope of Contract" clause to use the resultant schedule as the mandatory source of supply (including nonappropriated fund activities as prescribed in FPMR 101-26.000), (b) mixed-ownership government corporations (as defined in the Government Corporation Control Act) and (c) the government of the District of Columbia. Contractors are encouraged to honor orders from these activities. If the contractor is unwilling to accept an order, the contractor shall return it by mailing or delivering it to the ordering office within seven workdays after receipt. Failure to return an order shall constitute acceptance, whereupon all provisions of the contract shall apply to such order.

Note: Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.

PUBLICIZING CONTRACT ACTIONS

The solicitation and resulting contracts of this Federal Supply Schedule have been synopsisized in the Commerce Business Daily and satisfy the requirements of the Competition in Contracting Act (Pub L 98 369) and FAR Part 5, Publicizing Contract Actions.

SCOPE OF SCHEDULE

Ordering offices should review this schedule to determine applicable zone, type of relocation service to be performed including home sale services (using an appraised value sale or an amended value sale) or any of the other relocation services provided, applicable contractor, address and telephone number, contract number, contract effective date and ordering information.

This schedule provides for the normal relocation service requirements of all agencies as defined under 5 USC 105 and 5721, including independent establishments and wholly owned government corporations. The resultant contracts will be used as a mandatory source by the US Department of Agriculture, US Department of Commerce, Federal Emergency Management Agency, US General Accounting Office, General Services Administration, US Government Printing Office, Immigration and Naturalization Services, US Department of Interior, US Nuclear Regulatory Commission, US Office of Personnel Management, Railroad Retirement Board, US Selective Service System, US Marshalls Service and US Environmental Protection Agency.

ORDERING INFORMATION

Placement of Orders for Services

Services will be initiated by the relocation service coordinators as designated by each participating agency. Contractors have been advised that each government agency shall be considered as a separate "client" and will have its own ordering, billing and payment procedures and data requirements to be followed. Individual agency relocation service coordinators will notify the contractor, by telephone and in writing, of each employee relocation. Orders shall be forwarded to the following addresses:

Kathy Webster
Prudential Relocation Services
1140 Connecticut Ave, NW
Ste 510
Washington, DC 20036
(202) 293-1034
FAX: (202) 293-1658

The Authorization Center
The Government Business Unit
PHH Real Estate Services Corp
40 Apple Ridge Rd
Danbury, CT 06810
(800) 445-1010
FAX: (203) 796-3896

Invoice Requirements

The contractor shall submit an original and two copies of the invoice to the government address designated on the purchase order. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (a) Name of the business firm and invoice date.
- (b) Contract number and other authorization for delivery of the services.

(c) Description, price and quantity of the services actually delivered or rendered.

(d) Shipping and payment terms.

(e) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in this schedule.

(f) Other substantiating documentation or information as required by the agency.

To assist the government in making timely payments, the contractor has been requested to furnish the following additional information either on the invoice or on an attachment to the invoice:

(a) Relocating employee's name.

(b) Type of relocation action performed ("Appraised Value" sale, "Amended Value" sale or "Cancellation of Transaction").

(c) Address of property being sold (if applicable).

(d) Offering price (if applicable).

(e) Amount and date of equity disbursement (if applicable).

(f) For cancellation of transactions, an itemized list of justifiable fees for reimbursement as set forth on page 13 of this schedule.

(g) A signed copy of the final sales contract and copies of all appraisals and inspections.

Overseas Requirements

Overseas activities may place orders directly with schedule contractors for delivery to a CONUS port or Consolidation Point.

PAYMENT INFORMATION

Contractor's Payment Addresses

The following addresses indicate where government checks should be mailed for payment of invoices submitted under these relocation service contracts:

Remittance Address By Check:

Prudential Relocation Management
PO Box 13697
Newark, NJ 07188-0697

By Wire:

Prudential Relocation Management
Account #086027705
ABA #021000128
Chemical Bank
277 Park Ave
New York, NY 10171

Basic Edition

PHH Real Estate Services Corp
PO Box 73049
Chicago, IL 60673-7049

Note: All purchase orders placed against these Federal Supply Schedule contracts are to be paid by the individual agency placing the order. Each purchase order will cite the appropriate payment address to which invoices should be mailed. Orders for services may be transmitted electronically or via other internal agency ordering mechanisms.

DELIVERY INFORMATION

Time of Delivery/Performance of Services

See the description of the services contained herein for various times for performance.

SERVICES

DESCRIPTION OF SERVICES

The contracts covered by this schedule incorporates four (4) main service areas: Home Marketing Assistance, Home Sale Services, Home Finding Assistance, encompassing Renter Assistance, Buyer Assistance and Mortgage Counseling and Related Services. Related Services include Management Reports, Data Communication Capabilities and Preparation, and Distribution of Program Materials and Correspondence. Services shall be made available to eligible employees of the agencies according to individual agency policy. Such eligible employees may use any or all of these services 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 are 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.

Note: The location of the residence of the relocated federal employee shall determine the applicable zone, contractor and rate. The employee may be transferred to another zone.

DEFINITIONS

Government

Each federal agency participating under this contract and the General Services Administration (GSA), which is the agency entering into this contract for the government.

Contracting Officer (CO)

Individual at GSA authorized and warranted to issue this contract and to make subsequent modification(s).

Relocation Services Coordinator (RSC)

Individual within each government agency designated as the primary liaison between that ordering agency and the contractor. Agencies may appoint subcoordinators as necessary within each agency who will function under the guidance of the RSC.

The RSC will act within the scope of the contract and may not amend or modify the contract.

Appeals of the RSC's decisions by the contractor must be made in writing to the CO within 10 working days of receipt of the decision with a copy sent concurrently to the RSC. The CO will issue a written decision within 60 calendar days that will be binding on the RSC and the contractor. The RSC will:

(a) Notify the contractor when a home is to be included in the program and initiate orders against the contract.

(b) Facilitate transactions between the contractor and the employee.

(c) Monitor performance of services and issue orders directing performance.

(d) Extend performance time of delivery of services as necessary.

(e) Provide information and resolve problems between the agency, the employee and the contractor under the day-to-day operations of the contract.

(f) Obtain and review management information reports on agency transactions.

(g) Resolve problems arising under individual relocation transactions.

(h) Cancel or terminate orders.

(i) Refer only contractual problems that have entered the formal disputes stage to the CO.

(j) Issue written decisions concerning the operational and technical requirements of the contract.

Marketing Time

The average list-to-sell time for residential property in the area, calculated according to industry standards, as published by the applicable Multiple Listing Service or other appropriate organization, provided that in no event shall the marketing time be less than 120 calendar days and not more than 180 calendar days.

Fair Market Price

The price at which a property would most probably 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, fair market 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.

Working Days

Working Days – Monday through Friday, exclusive of federal and Puerto Rican holidays. Puerto Rican holidays include:

Three Kings Day:	January 7
Good Friday:	March 29
Constitution Day:	July 25

Home

The actual residence owned and occupied by the employee at the time he/she was first definitely informed by a competent authority within the agency of the transfer. This definition is more fully developed in the "Home Sale Services" section under "Definitions of Eligibility."

The residence must be the place from which the employee regularly commuted to and from work when the employee was first notified of the relocation unless the home qualifies for direct reimbursement under some other provision of the Federal Travel Regulations (FTRs).

Mobile/Manufactured Home

A structure, transportable in one or more sections, which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such terms shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under Title 6, Manufactured Home and Safety Standards Act of 1974, Section 603.

Bona Fide Offer

An offer from an able and willing buyer, not contingent upon a sale of the potential buyers 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.

(a) Specific inspections only when required by virtue of the appraisals; home inspection; local, state or federal codes; or established industry practices, shall be completed and satisfactory inspection reports obtained.

(b) 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.

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 and with a minimum of 50 years remaining on the time of the lease.

Reevaluation Process

An opportunity afforded to the employee to contest the offer made by the contractor and to provide additional information that could be used to result in a higher offer for the employee's home.

Designated, Certified Appraiser

An individual who is a member of one or more of the associations shown in the Appraisals section of this schedule and who is current with the education requirements of the organization and meets all requirements of applicable law to practice as an appraiser and/or be certified in states and/or localities which have certification and/or licensing requirements for appraisers.

Home that is Not Insurable

A home that does not meet applicable industry criteria for the issuance of a standard form homeowners insurance policy, 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 applicable industry criteria for a mortgage loan, as determined by a reputable institutional lender, i.e., bank, savings and loan 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."

HOME MARKETING ASSISTANCE

The contractor shall provide assistance to an employee who wishes to sell his/her home at the old duty station in conjunction with the home sale service if requested. Marketing assistance shall include:

(a) Development of a marketing strategy, suggested list price and probable selling price and terms.

(b) Recommendations for repairs or improvements to enhance salability.

(c) Recommendation of a listing broker, if requested.

(d) Advice on managing and working with a broker.

(e) Advice on negotiating with potential buyers and evaluation of offers.

(f) Provision of toll-free 800 telephone lines that may be used by employees to facilitate the above services.

Marketing strategies, recommendations and advice furnished by the contractor shall be provided in writing to the employee.

The contractor shall advise the employee that he/she may elect to enter into a listing agreement with a real estate broker. Any listing agreement shall include an "exclusion clause" as follows:

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 hereunder 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 that he/she will be required to market the home independently (if the agency requires the employee to market the home independently) either by listing the home with a real estate broker or by making reasonable efforts to sell the house on a "For Sale by Owner" basis in order to be eligible for the home sale services portion of this contract.

HOME SALE SERVICES

Definitions of Eligibility

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

(1) In the name of the employee alone.

(2) In the joint name of the employee and one or more members of his/her immediate family.

(3) Solely in the name of one or more members of the employee's immediate family (as defined in paragraph b below).

(4) In the joint name of the employee and a separate unrelated joint owner when pro rata reimbursement could be authorized under FTR 302-6, as amended, if the employee sold the residence under the direct reimbursement method. Such eligibility is subject to the conditions (as defined in paragraph c below).

(5) In the name of a separate unrelated party when authorized in accordance with FTR part 302-6, as amended.

(b) Members of an employee's immediate family are as follows:

(1) Spouse, excluding divorced or legally separated spouse. (Changes in marital status may affect eligibility).

(2) 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.

(3) 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.

(4) Dependent parents (including step and legally adoptive parents) of the employee or employee's spouse.

(c) If a home would be subject to pro rata reimbursement under FTR part 302-6, 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 transaction expenses contained in FTR part 302-6, as amended.

(d) The following properties are not eligible for the home sale services portion of the contract:

(1) Mobile/Manufactured homes (whether or not affixed to real property owned by the employee).

(2) Cooperatives.

(3) Houseboats.

(4) Homes that are uninsurable.

(5) Homes that cannot be financed by FHA, VA or other conventional financing.

(6) Homes on which construction has not been completed.

(7) 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 set forth in the "Appraisals" and "Appraised 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.

(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.

(B) 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 active 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, 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 set forth in this paragraph. 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:

(i) Inspections shall be limited to those that are required by state or local law, those that have been expressly requested by the appraisers, pursuant to a determination by the appraisers that such inspections are typically conducted in the course of performing residential appraisals in the area and those reasonably necessary to investigate conditions which a seller of residential real estate in the area has a legal duty to disclose to potential purchasers.

(ii) 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 working days of 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:

(a) Have no present or future interest in the subject property, nor have a relationship which would affect an independent judgement in determining fair market value.

(b) Not be a government employee and not be related to the employee or the contractor by blood or marriage.

(c) Not have a relationship with the employee of the contractor (personal or business) that would affect the objectivity and/or independence of the appraisal.

(d) Not have inspected the subject property within the prior six months.

(e) Have the ability to perform the service in a timely fashion in an effort to enable the contractor to meet the contracts timeframes.

(f) 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.

(iii) 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 remediate the condition.

(iv) Offers may be contingent offers only if those inspections required by the appraisals, home inspection, local, state or federal codes or established industry practices 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 reinspection 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.

(v) If inspections reveal conditions that make a house ineligible for the homesale 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 Section C.3.2.E.1(c), Appraised Value Sales. If the conditions require remediation of toxic or 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.

(a) Delay acceptance of the appraised value offer for up to 30 calendar days of receiving verbal notice from the contractor of the ineligible condition, and correct the condition within the 30 day period. The contractor will provide the employee with estimated repair costs in accordance with Section C.3.2E(b).

(b) If the independent inspector determines that a condition cannot be corrected, the residence will be ineligible for the homesale program.

(e) Other exclusions and restrictions are as follows:

(1) If the employee has rented to a tenant the home that has been occupied at the time of the transfer, the tenant must vacate the property prior to the employee's acceptance of the contractor's offer. This restriction applies both to appraised value sales and to amended value sales.

(2) 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 which reasonably relates to the residence site. The RSC shall determine the amount of land which 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.

(f) 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 FTR Section 302-6.1(e) for reimbursement of residence transaction expenses.

Utilizing Home Sale Services

If an agency's internal procedures or regulations mandate that the employee market his/her home independently in accordance with Home Marketing Assistance, paragraph 3 of this schedule, arrangements for independent marketing of the home must be made by the employee within five working days of the employee's initial contact with the RSC.

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/her within the prescribed time period or the demonstrated capacity and willingness on the part of the employee to market the home on a "For Sale By Owner" basis.

Initial Contact with the Employee

(a) **Telephone Contact:** Initial contact with the employee shall be by telephone. At this time, the employee shall be given the contractor's toll-free 800 telephone number.

(1) 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 disclosure statement prior to the contractor's presentation of any appraised value offer of the property. 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, as described in the Home Marketing Assistance section, to independently market the home if applicable, under the employing agency's internal procedures.

(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 of the home. This information will be furnished, in writing, by the employee to the appraiser(s).

(2) 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.

(3) 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 working days shall be reported to the RSC.

(b) **Written Confirmation:** Within five 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.

(1) Copies of these publications will be provided, upon request, to the RSC at no additional cost.

(2) Information to be mailed shall include copies of any disclosure statement(s) required by state or local law. In the alternative, if no disclosure statements are required under state or local 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.

(3) 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

(a) **Selection of Appraisers:** Within three working days of receipt of the written order for services, the contractor shall contact the employee to discuss the appraisal process and provide the employee with a complete list of qualified, certified appraisers.

If the contractor is unable to contact the employee within five 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.

The list of appraisers provided by the contractor or requested by the employee shall be limited to members of one of the following professional associations:

Appraisal Institute
875 N Michigan Ave
Ste 2400
Chicago, IL 60601-7601
(312) 335-4100

National Association of Review Appraisers and Mortgage Underwriters
8715 Via de Commercio
Scottsdale, AZ 85258
(602) 998-3000

American Society of Appraisers
535 Herndon Pkwy
Ste 150
Herndon, VA 22070
(703) 478-2228

National Association of Independent Fee Appraisers
7501 Murdoch St
St Louis, MO 63119
(314) 781-6688

National Association of Master Appraisers
303 W Cypress St
PO Box 12617
San Antonio, TX 78212-0617
(800) 229-6262

National Society of Fee Appraisers
c/o Century 21 Allied
53 Curtiss Pkwy
Miami Springs, FL 33166-5218
(305) 889-6505

American Association of Certified Appraisers
800 Compton Rd
Ste 10
Cincinnati, OH 45231
(513) 729-1400

American Society of Farm Managers and Rural Appraisers
950 S Cherry St
Ste 106
Denver, CO 80222
(303) 758-3513

National Society of Real Estate Appraisers
1265 E 105th St
Cleveland, OH 44108
(216) 795-3445

If the property is located in a rural area that is not served by a member of an accredited appraisal organization association or society, 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:

- (a) Conduct the appraisal in accordance with the Standards of Professional Practice and Conduct.
- (b) Derive his/her income primarily from single-family residential appraising (not from commercial appraising and not from acting as a broker).
- (c) Be familiar with market conditions in the area where the subject property is located.
- (d) Have access to current local market data through a multiple listing service or other cooperative service.
- (e) Have no present or future interest in the subject property, nor have a relationship which would affect an independent judgment in determining fair market value.
- (f) Not be a government employee and not be related to the employee or the contractor by blood or marriage.
- (g) Not have a relationship with the employee or the contractor (personal or business) that would affect the objectivity and/or independence of the appraisal.
- (h) Not have appraised the subject property within the prior six months.
- (i) Have knowledge of and be willing to use the Employee Relocation Council (ERC) appraisal form as shown under the list of attachments of Section J of this solicitation.
- (j) Have the ability to perform the service in a timely fashion in an effort to enable the contractor to meet the contract's time frames.
- (k) 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.

Procedures:

- (a) The employee may request that the contractor use a fully qualified appraiser of the employee's choice who is not on the list provided by the contractor. If the appraiser selected by the employee meets all requirements for appraisers as established under the contract, the contractor shall be required to approve the employee's selection of appraiser.
- (b) The contractor is required to provide written instructions to the appraiser(s) concerning the appraisal process.
- (c) Within two working days of receipt of a written list of appraisers, the employee shall designate three appraisers, in order of preference and shall notify the contractor of his/her designations.

(d) Upon notification of the employee's selection of appraisers the contractor shall, within one working day, order:

(i) Two independent appraisals, based on the employee's designated order of preference.

(ii) 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 inspection reports.

(iii) Specific inspections only when required by virtue of the appraisals; home inspection; local, state or federal codes; or established industry practices. 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.

(iv) Any inspections requested by the appraiser and/or broker shall be ordered within one working day of the request.

(e) Appraisal and inspection reports must be completed within 30 working days of the date of the employee's selection of the appraisers 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 30 working days, the RSC may grant a reasonable extension of time to complete the process. The extension granted by the RSC should be negotiated with the contractor, and in no case can this contractor refuse to grant an extension of up to 15 working days. This extension shall not exceed an additional 15 working day period.

(f) The contractor may, at its discretion, have a complete home inspection performed by an established, reputable firm. This firm 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.

(g) Delay in completion of a complete home inspection shall not constitute an acceptable basis for the delay of an appraisal or an offer, unless the delay was caused by the employee. Appraisals completed prior to the availability of a complete home inspection report will not be adjusted by the contractor to reflect the findings of the home inspection. For an appraisal not yet completed, a copy of the inspection report may be furnished to the appraiser for an "as is" adjustment, provided that such adjustment does not delay the contractor's offer beyond the 30 working day time period and further provided that such adjustments are limited to the correction of errors of fact made on the appraisal. The contractor may be allowed to provide any inspection reports required under the terms of the contract, provided that the inspection reports are completed within the 30 working day period to the appraiser for consideration and adjustments, as necessary.

Condition of the Appraisals

(a) Appraisals are to be made on the property in an "as is" condition, based on current market conditions. Appraisals shall be conducted according to the Employee Relocation Council (ERC) appraisal form.

(b) "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.

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 and supported with objective, verifiable data. Data supporting forecasting must be provided. It is not sufficient for the appraiser to indicate that "market is declining X percent per month."

(c) Completed appraisals are only subject to adjustment by the appraiser. All adjustments must be clearly identified and made known to the employee.

(d) 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. 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 time frame 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. This extension shall not exceed an additional 15 working day period.

Appraised Value Sales

(1) Within 2 working days of completion of the appraisal 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.

(a) This offer may be a contingent offer only if those inspections required by the appraisals, home inspection, local, state, or federal codes or established industry practices have not been completed before the offer is made by the contractor.

(b) In the event a contingent offer is made, the employee shall have five calendar days to elect to accept the appraised value offer contingent upon completion of the repairs by qualified repair contractor. The contractor will require the transferee to complete the repairs within 30 calendar days of accepting the offer. The contractor, shall, prior to making such an offer, have obtained estimates of repair and reinspection costs from established, reputable, independent contractors. If the cost for repairs exceed \$1000, the contractor shall order two estimates. 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 applicable law ordinance or code. The contractor shall be responsible for the costs of obtaining these estimates.

Contractors providing repairs or reinspection services shall not have a personal or business relationship with the employee or the contractor which 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.

(c) In the event that a contingent offer is made, copies of estimates for repairs and reinspection costs shall be provided to the employee along with the offer. If the employee accepts the offer, he/she shall have three options:

(i) The employee may elect to complete any repairs and inspections required by the appraisals, home inspection, local, state, or federal codes or established industry practices at his/her expense.

(ii) The employee may elect to have his/her equity payment from the contractor offset (i.e., reduced) by the estimated cost of repairs and reinspections necessary to bring the home up to standards set by the applicable law ordinance or code.

(iii) The employee may elect to have funds in the amount of the estimated repairs placed in escrow by the employee with an escrowee mutually acceptable to the contractor and the employee. Funds shall be placed in escrow by the employee at the time he/she accepts the contractor's contingent offer. The employee's liability for repairs and reinspections shall not exceed their estimated cost; any additional cost will be the responsibility of the contractor. If the final cost of repairs and reinspections is less than the amount of funds escrowed, the difference shall be credited to the employee, except in those instances when any errors and/or omissions are attributable to the employee. Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA Contracting Officer for final resolution.

The contractor shall make his/her best effort to effect the necessary repairs and reinspections 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 attributable to the contractor.

(2) A written offer shall be mailed to the employee within 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. 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.

(3) 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 the offer pursuant to procedures set forth under "Equity Advance", of this schedule. 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. 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.

(4) 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:

(a) Written instructions must be provided to the employee in the package submitted with the employee's written appraised value offer.

(b) The employee must submit the reevaluation request within 30 calendar days of receipt of the written offer to the contractor and to the RSC.

(c) 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.

(d) 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.

(e) 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 considered sincerely by the appraiser, an option to extend the appraisal process and to order an additional appraisal as replacement shall be made available.

(5) 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. 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, the employee's transaction shall be closed according to the following procedures:

(1) The employee shall not enter into a contract or sign any agreement document with the potential outside buyer.

(2) The contractor shall review the offer's terms and conditions and shall counsel the employee throughout the negotiation of the offer.

(3) 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 seller's concessions made by the employee. Within five working days of receipt of the outside offer, the contractor shall notify the employee of its determination whether the outside offer is bona fide and the buyer reasonably qualified.

(4) 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 reinspections required by the appraisals, home inspection, local, state, or federal codes or established industry practices. Amended value offers may not be contingent on other events such as the sale of other real estate by the potential outside buyer.

(5) 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.

(6) 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.

(7) Upon completion of the transaction, the contractor shall bill the government for the amended value sales fee based upon the appraised value of the home.

(8) If the home was listed with a real estate broker, upon the employee's acceptance of the amended value 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.

(9) 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 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 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

(1) 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.

(2) The contractor shall review the offer's terms and conditions and shall counsel the employee throughout the negotiation of the offer.

(3) The contractor shall obtain independent brokers, 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.

(4) The contractor shall make adjustments to compare the offer and the higher of the two brokers, market analyses on an all-cash basis. Such adjustments may include deducting seller's concessions made by the employee.

(5) 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 working days of receipt of the outside offer, the contractor shall notify the employee of its determination whether the outside offer is bona fide and the buyer reasonably qualified.

(6) 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 (a) provide for repairs and inspections required by the appraisals, home inspection, local, state, or federal codes or established industry practices, that the potential outside buyer must qualify for financing and that the seller 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.

(7) If the contractor elects to make an amended-from-zero offer:

(a) Upon completion of the transaction, the contractor shall bill the government based upon the amended value sales fee applied to the outside buyer's purchase price of the home.

(b) If the home was listed with a real estate broker, upon the employee's acceptance of the amended-from-zero 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.

(c) If the offer from the potential outside buyer does not result in a completed sale at no fault to the contractor, except as in (8) 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.

8. 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. This may be no later than 45 calendar days from the date of acceptance. This date may be extended in exceptional cases when approved in advance by the contractor and the RSC.

If the property is occupied by renters, the renters must vacate prior to the employee's acceptance of the offer. 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 time frame between the employee's acceptance of the contractor's offer and the date the employee vacates the property.

Equity Payment

(1) 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 reimbursable to the employee under the direct reimbursement method as specified in chapter 302 of the FTR. Payment shall be made by certified check, wire transfer or cashier's check.

(a) 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 5 working days of the date the property is vacated.

(b) 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 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

(1) 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, at a nominal administrative fee, 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.

(2) 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. However, upon completion of the home sales service, it is the responsibility of the contractor to ensure that the equity advanced to the employee was of the correct amount, except in those instances when any errors and/or omissions are attributable to the employee. Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA contracting officer for final resolution.

Neither the employee nor the government shall accept responsibility for repayment of any amounts advanced, and 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. Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA contracting officer for final resolution.

(3) 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.

Completion of Home Sale Services

(1) The contractor shall acquire the property as of the date of the contractor's execution of the employee's acceptance of the contractor's offer. The contractor will assume all financial responsibility for the property as of the acquisition date, or the employee's vacate date, whichever is later.

(2) The employee shall transfer title directly to the contractor.

(3) 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 government shall not be liable for any damage, loss, act of God, or any other occurrence subsequent to acquisition by the contractor. 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 or damage is a result of a latent defect which has been misrepresented or omitted from the disclosure by the employee or due to any misrepresentation or fraud by the employee. Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA contracting officer for final resolution.

(4) 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:

(a) 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 formally assume any mortgage or other obligation secured by the home within 31 working days. In the event that assumption is prohibited, the contractor shall satisfy the obligation 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 obligations as they fall due upon the property.

(b) 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 in paragraph (a) on page 39 of this solicitation).

(c) 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.

(5) 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 or fraud on the part of the employee. Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA Contracting Officer for final resolution. However, the contractor is still required to provide other services to the employee as specified in this schedule.

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 cancelled, direct costs incurred by the contractor pursuant to this contract which are reimbursable under the FTR will be paid by the government.

The contractor may bill such charges upon notification by the government of such cancellation. The contractor may not bill the government any charges other than interest charged in accordance with the Prompt Payment Act.

HOME FINDING ASSISTANCE

Under this contract, no separate fees will be paid to the contractor for the services described below. 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.

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. Rental assistance counseling shall include:

- (1) Sending the employee a Relocation Information Kit.
- (2) Preparing a home hunting itinerary, scheduling appointments with a rental agency.
- (3) Discussing the rights and obligations of the renter, including the requirements of lease agreements, prior to the showing of available rental unit.
- (4) Orienting the employee to the typical rentals within a suitable commuting distance.
- (5) Discussing the customary deposit requirements.

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. If the employee elects to do so, no other home finding assistance will be provided by the contractor.

Buyer's Assistance

Upon notification of a transfer, the contractor shall contact the employee to advise him/her of the assistance available and to discuss the family's community and housing needs at the destination area. 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. If a listing of the GSA inventory homes cannot be provided, the contractor shall provide a 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 which would affect the objectivity and/or independence of the broker.

The broker shall provide buyer assistance counseling, which shall include:

- (1) Screening the available homes in the area and contacting the employee to familiarize him/her with information regarding the local area.
- (2) 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.
- (3) When a suitable home is located, assisting in the preparation of the proper contracts and negotiating the purchase according to applicable laws and regulations.
- (4) Providing historical data on home prices for the area within the past three years.

The contractor cannot charge a separate fee for buyer's assistance. Customarily, the fee for services of a real estate broker or sales agent is in the form of a commission paid by the seller of the home, not by the buyer. However, if a particular broker or market requires payment of other fees, they are not billable to the government and the employee shall be liable for such fees. The contractor shall inform the employee of any obligation for fees before services are provided.

Mortgage Counseling

The contractor shall counsel the employee on nationwide and local mortgage programs that meet the employee's financial objective and qualifications. The counseling shall include:

- (1) Providing information on types of mortgages, rates, fees and lender qualification requirements and relative availability of financing in the new area.
- (2) Qualifying the employee for mortgage amount and monthly payment without the employee's obligation for an application fee.
- (3) 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.
- (4) 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 in "Services Outside the Scope of Contract", page 16 of this schedule.

NOTE: 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 federal employees.

RELATED SERVICES

(A) **Management Reports:** The contractor shall provide reliable, automated management reports to each participating agency. These reports may be used to support billing to the agency and must present detailed transaction data to include as a minimum, name of employee, length of time the property is in inventory, itemized services provided, etc. Agencies may establish different format and data requirements.

(B) **Data Communications Capabilities:** Contractor shall provide a capability for electronic transmission of relocation service orders, on-line access to contractor's database and electronic message transmission. Access to the contractor's database is limited to viewing relocation services of the acquiring agency. No data will be allowed to be manipulated at any time.

(C) **Program Materials:** Within 30 days after contract award, the contractor shall develop and distribute for the government, contractor developed program materials including pamphlets listing the relocation service and procedures for employees and user handbooks for the RSC. The government desires "user friendly" brochures and literature that provide accurate guidance and instructions to user agency/employees/Relocation Service Coordinators. The Contract-

ing Officer shall approve all program material before any distribution will be permitted.

(D) **Correspondence:** The Contracting Officer may require the contractor to provide copies of all correspondence and documentation regarding the relocation of any federal employee obtaining services under this contract. Any such copies will be provided to the government at no cost. The RSC may request such correspondence and documentation with respect to any relocated employee of the RSC's agency who obtained services under this contract.

SERVICES OUTSIDE THE SCOPE OF CONTRACT

If the contractor customarily provides other relocation services, the contractor may advise the government employee of these services and their cost. He/she must inform the employee that such services are outside the scope of this contract, that the employee is solely obligated for the expenses, that the government in no way endorses their use and that the government has not determined the prices charged to be fair and reasonable. The government will not be billed for these services.

RELOCATION SERVICES COORDINATORS

The following individuals have been designated as the Relocation Services Coordinators for the agencies as shown below. These agencies are mandatory users of this schedule.

US Department of Agriculture
Lester Pitts
(202) 720-1215

US Department of Commerce
Sandra Kazimer
(202) 377-1818

Federal Emergency Management Agency
Janice Sapp
(202) 646-3735

US General Accounting Office
Doris Jones
(202) 275-3363

General Services Administration
James D Hannan
(202) 501-1063

US Government Printing Office
Raymond J Garvey
(202) 275-3400

Immigration and Naturalization Service
Owen Walsh
(202) 514-4856

US Department of Interior
John Merrell
(202) 208-4703

US Nuclear Regulatory Commission
Lars Solander
(301) 492-7027

US Office of Personnel Management
Charles Stowell
(202) 606-2248

Railroad Retirement Board
Barbara J Costa
(312) 751-4963

US Selective Service System
Doreen A McCarthy
(202) 724-0663

US Marshall's Service
Pearlean Williams
(202) 307-9582

US Environmental Protection Agency
Dale De Filippis
(919) 541-3165

DELIVERY ZONES

Zone 1
Idaho, Montana, Oregon and Washington.
Contractor:
PHH Real Estate Services Corp

Zone 2
Alaska, Arizona, California, Hawaii and Nevada.
Contractor:
PHH Real Estate Services Corp

Zone 3
Colorado, New Mexico, Utah and Wyoming.
Contractor:
PHH Real Estate Services Corp

Zone 4
Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.
Contractor:
PHH Real Estate Services Corp

Zone 5
Louisiana, Oklahoma and Texas.
Contractor:
PHH Real Estate Services Corp

Zone 6
Alabama, Arkansas, Kentucky, Mississippi, Missouri, and Tennessee.
Contractor:
PHH Real Estate Services Corp

Zone 7
Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia and Puerto Rico.
Contractor:
Prudential Relocation Services

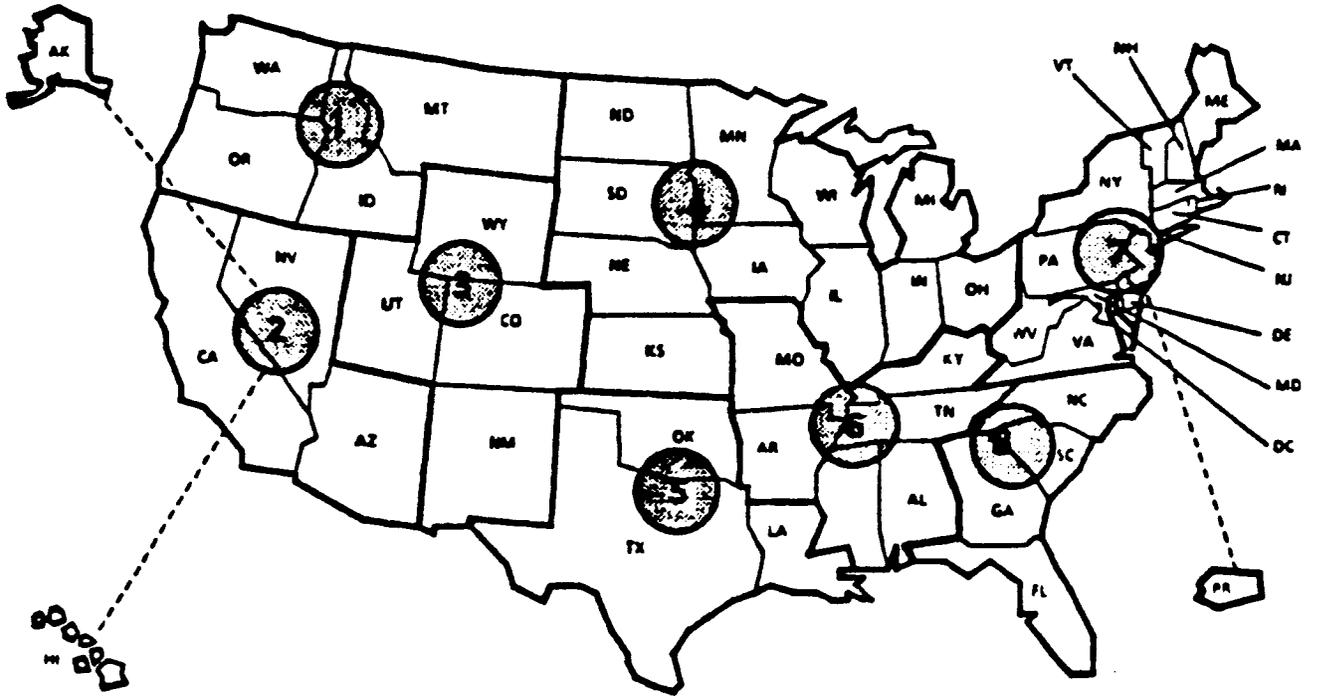
Zone 8
Florida, Georgia, North Carolina and South Carolina.
Contractor:
Prudential Relocation Services

PRICE LIST

Fees for Appraised and Amended Value Sales

<i>PHH Real Estate Services Corp</i>	<i>Fee</i>	<i>PHH Real Estate Services Corp</i>	<i>Fee</i>
Zone 1 (\$)		Zone 2 (\$)	
0 to 39,999	20.85%	0 to 39,999	20.21%
40,000 to 54,999	20.85%	40,000 to 74,999	20.21%
55,000 to 74,999	20.85%	75,000 to 99,999	20.21%
75,000 to 99,999	20.85%	100,000 to 149,999	20.21%
100,000 to 149,999	20.85%	150,000 +	20.21%
Amended Value Fee	13.64%	Amended Value Fee	13.64%
Zone 3 (\$)		Zone 4 (\$)	
0 to 34,999	21.04%	0 to 29,999	22.52%
35,000 to 49,999	21.04%	30,000 to 39,999	22.52%
50,000 to 74,999	21.04%	40,000 to 49,999	22.52%
75,000 to 99,999	21.04%	50,000 to 74,999	22.52%
100,000 to 149,999	21.04%	75,000 to 99,999	22.52%
150,000 +	21.04%	100,000 to 149,999	22.52%
Amended Value Fee	13.64%	150,000 +	22.52%
		Amended Value Fee	13.64%
Zone 5 (\$)		Zone 6 (\$)	
0 to 34,999	24.24%	0 to 39,999	24.08%
35,000 to 49,999	24.24%	40,000 to 74,999	24.08%
50,000 to 74,999	24.24%	75,000 to 99,999	24.08%
75,000 to 99,999	24.24%	100,000 to 149,999	24.08%
100,000 to 149,999	24.24%	150,000 +	24.08%
150,000 -	24.24%	Amended Value Fee	13.64%
Amended Value Fee	13.64%		
<i>Prudential Relocation Services</i>	<i>Fee</i>	<i>Prudential Relocation Services</i>	<i>Fee</i>
Zone 7 (\$)		Zone 8 (\$)	
0 to 39,999	\$12.609	0 to 39,999	\$12.616
40,000 to 74,999	25.49%	40,000 to 74,999	26.26%
75,000 to 99,999	23.22%	75,000 to 99,999	24.24%
100,000 to 149,999	22.46%	100,000 to 149,999	22.73%
150,000 +	21.45%	150,000 +	21.46%
Amended Value Fee	12.75%	Amended Value Fee	12.75%

Map for Zone Relocation Services



The location of the residence of the relocating federal employee shall determine the applicable zone. The employee may be relocated to another zone.

CONTRACTORS

Award Information

- *Contractor's name, address and telephone number.*
- *Business size and minority business enterprise indicators: "s" for small business, "o" for other than small business, "a" for minority business enterprises, "b" for other than minority business enterprises, "w" for woman owned, "v" for veteran owned and "l" for labor surplus concern.*
- *Contract number and contract effective date.*
- *Points of contact.*

PHH Real Estate Services Corp

249 Danbury Rd
Wilton, CT 06897

o/b GS-22F-9600D 1 Oct 95

Point of Contact:
Carol Knight, Program Manager/National Account Executive
(301) 215-4430
(800) 856-8722

Prudential Relocation Services

1140 Connecticut Ave NW
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Washington, DC 20036

o/b GS-22F-9601D 1 Oct 95

Point of Contact:
Donna Jo Stephan
(202) 293-2778