



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

SEC18-23-02

Competitive Proposal | Federal Funding | Professional Services

REAL ESTATE BROKER SERVICES: SINGLE FAMILY HOMES

Request for Proposals

Pre-Decision Conference: None

Proposals Due: Friday, March 31st, 2023, no later than 5:30 PM.

Issue Date: February 10th, 2023

Project Team

PROJECT: Real Estate Broker Services: Single Family Homes
SEC18-23-02

OWNER: Pierce County Housing Authority
603 Polk St S,
Tacoma, WA, 98444

CONTACT: Sean McKenna
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Notice is hereby given that proposals for Real Estate Services in the disposition of scattered-site Low Income Public Housing will be accepted by Pierce County Housing Authority until TIME on DATE. Proposals may be received by electronic mail at smckenna@pchawa.org or by ground mail at 603 Polk St S, Tacoma, WA, 98444. Proposals received after TIME DATE, even if mailed earlier, will not be accepted.

Any questions may be referred to Sean McKenna, Director of Project Management, or Riley Guerrero, Administrative Coordinator.

Sean McKenna
Director of Project Management
253-620-5450 (Office)
253-530-4790 (Cell)
smckenna@pchawa.org

The Pierce County Housing Authority (PCHA) is requesting proposals from Licensed Residential Real Estate Brokers to provide residential real estate services for the sale of PCHA's Scattered-Site Single family homes located throughout Pierce County. The total roster of properties owned by the PCHA consist of one hundred and twenty (120) three- and four-bedroom units, as well as two (2) duplex units.

Every property will be sold, "as-is", at Fair Market Value (FMV), either through a Negotiated Sale or at Public Bid, [as defined by HUD](#). Broker services related to this solicitation are for Public Bid transactions. Services needed for Negotiated Bid transactions are not in this scope of work. PCHA estimates that as many as half of all properties may be sold to the general public via Public Bid, but cannot currently predict the total number.

The properties are expected to be sold over the course of three years, beginning Spring, 2023. Project duration will depend on several factors, including but not limited to relocation of current residents to other comparable units.

So that the Real Property interest may be conveyed fee simple and unencumbered from rental and income affordability restrictions, PCHA must obtain a Release of Declaration of Trust from HUD for every transaction.

Firms interested in providing such service to the Pierce County Housing Authority must complete and submit the documents and statements required in Proposal Requirement section of this solicitation.

The Pierce County Housing Authority (PCHA) is a public body, corporate and politic, created by Pierce County's Board of Supervisors (now County Council) in 1978 pursuant to State statute (RCW35.82). The mission of the Pierce County Housing Authority (the Authority) is to provide safe, decent, affordable housing and economic opportunity, free from discrimination.

The governing body of the Housing Authority is the Board of Commissioners. The Commissioners elect from among themselves a chair and a vice chair. The Authority Board regular meetings occur the last Wednesday of each month, currently at 3:30 PM PST. The Board is responsible for hiring an Executive Director, who also serves as Secretary to the Board. The Executive Director administers the operations of the Authority and implements the policies established by the Board.

PCHA currently operates 124 Low-Income Public Housing units; 20 Units of USDA/RD Housing, administers approximately 2,946 Section 8/HCV program vouchers, and operates an Enterprise Portfolio consisting of approximately 670 units. Additional grants are received periodically for the Renovation and Modernization of existing facilities and in support of our Family Self Sufficiency Programs. Currently, the Pierce County Housing Authority employs 39 individuals.

Pierce County Housing Authority acquired its current stock of Public Housing units through the 1980's and 1990's. It is comprised of single-family homes. They are primarily located in Spanaway and Parkland, with small clusters in Bonney Lake, Elk Plain, Graham, and on the Peninsula. The households currently residing in PCHA's LIPH units have a rental agreement with PCHA, whereby they pay approximately 30% of their income to rent, whatever their income may be, up to the full amount of Fair Market Rent for the property. For example, a household making \$2,000 in income for a month would pay approximately \$600 per month, and a household with \$0 in income would pay \$0 in rent, regardless of the size of the home. However, residents are still required to do regular upkeep on their properties, pay utilities, and maintain their yards, which often presents a financial and physical challenge for many of our LIPH residents. Compounding this, as the rental charges on these units are income-based, PCHA is required to fund both regular and non-routine maintenance through federal grants. Reductions in the funding allocation for the LIPH program at the federal level have resulted in a backlog of unfunded maintenance in LIPH portfolios across the country. The LIPH model – and especially the LIPH Scattered Site Model - has been found ineffective, inefficient, and ultimately counterproductive in providing safe, decent, sanitary, and dignified housing for its residents.

Due to the vast geographical distance that separates some of these homes, the financial burden of serving maintenance needs for a large number of aging houses, and the burden on residents to upkeep these properties without proper resources or support, PCHA submitted an application to the Department of Housing and Urban Development Special Application Center to perform a Section 18 Disposition. This application was approved on January 27th, 2023.

As part of this Section 18 Disposition, all residents living in LIPH houses will be transferred onto a Tenant Protection Voucher, which preserves their 30% income calculation for rental housing subsidies.

They will be assisted in finding, touring, and applying for new rental housing by a Relocation Specialist at PCHA, and on top of their regular monthly subsidy, PCHA will also provide funding for application fees, administrative fees, pet deposits, security deposits, and will contract with moving services free of charge to our LIPH participants. **No resident will be forced to face a financial burden through the repositioning process.** Funding for this program is allowed by HUD through the easing of certain restrictions upon application approval. All residents are expected to be relocated by the end of 2025. Homes will only be offered for sale when the resident has been fully relocated.

The sale of the homes will occur in several steps. The first step in the repositioning process will be to offer “first right of refusal” for the home to the LIPH participant household currently residing in it. Some participants have graduated through various career training and financial education programs, and may have the capacity to qualify for a traditional mortgage with outside assistance programs. However, PCHA will make every effort to work with all families currently in the homes to see what they qualify for, and if buying their home is a possibility.

If the current resident of the home is unwilling or unable to buy their home, PCHA will reach out to other LIPH participants and participants in PCHA’s Family Self Sufficiency (FSS) program to discuss their interest and capability of purchasing the property (FSS is a program designed to increase a family’s financial stability, and provides job training, placement, and financial literacy workshops. Participation in the program creates an escrow account, which can be used to buy a home when the participant graduates. For more information, please visit <https://www.pchawa.org/housing/homeownership-fss>).

In order to make sure that the housing remains in service of low-income residents of Pierce County, the next step of the process is to offer the home for sale to the members of what PCHA refers to as a “Negotiated Sale Bidders List”. The SEC18-23-01 RFP to compile the Negotiated Sale Bidders List can be found at (link), as can a description of its scope and process.

If no LIPH participant, HCV FSS participant, or Negotiated Sale Bidder are able and willing to purchase a home, it will then be offered on the open market for public bid, through the use of a broker. This RFP is for brokerage services, as described below.

For more information on the PCHA Disposition process, please visit <https://www.pchawa.org/community/section-18>.

PROJECT DESCRIPTION

As described above, PCHA intends to reposition its 124 scattered site single family homes. The project is projected to start in the spring of 2023, and continue through June of 2025, though the total timeline project may run longer based on tenant schedules.

PCHA's sale process will first prioritize direct outreach to current residents in our LIPH program and Family Self-Sufficiency (FSS) program in an effort to seek buyers. Broker services may not be necessary for these transactions and would therefore be outside of the scope of this solicitation. For more information on our outreach efforts, and the disposition schedule, please visit <https://www.pchawa.org/community/section-18>.

We then expect Negotiated Sale at FMV transactions with selected non-profit agencies with Affordable Housing Homeownership programs, solicited under a separate RFP (SEC 18-23-01, found here). Broker services may not be necessary for these transactions and would therefore be outside of the scope of this solicitation.

Homes sold only via Public Bid are included in this solicitation. PCHA expects services rendered under this contract will include but may not be limited to those described in [RCW 18.86.120](#) and Washington Law of Real Estate Agency Pamphlet, partially listed below. The selected firm may be the sole representing agent of PCHA in all LIPH Scattered Site property sales sold via Public Bid, but PCHA may elect to award this contract to one or more brokers depending on PCHA business needs.

SERVICES TO BE PROVIDED

The selected Broker(s) shall be asked to perform the following tasks:

1. The selected Broker(s), in consultation with PCHA staff and outside consultants, shall conceive, develop and implement a plan to market the properties to developers and/or potential buyers consistent with PCHA's financial and policy objectives.
2. The selected Broker(s) shall analyze and present all offers from qualified buyers that reasonably respond to PCHA's goals.
3. The selected Broker Shall be responsible for, but not be limited to the following:
 - a. Effectively communicate with potential buyers, the goals, objectives and requirements for redevelopment if applicable;
 - b. Aggressively market the properties to qualified buyers;
 - c. Provide PCHA staff with market analysis as appropriate;
 - i. Prepare regular reports for the purpose of updating, summarizing, and tracking market activity for PCHA staff, review and respond to inquiries, and making any appropriate adjustments in strategy;
 - ii. In a timely manner, thoroughly analyze and present all offers from potential buyers to EHA staff including written reports and recommendations;

- iii. Assist in the negotiation of purchase offers;
 - iv. Prepare and present on PCHA's behalf, any counter-offers or addenda to potential purchasers;
 - v. Provide information and documents necessary for Escrow in preparation for closing in conjunction with PCHA staff;
 - vi. Serve as the communications liaison between PCHA and the Purchaser and the Purchaser's agent;
 - vii. Provide frequent updates on the status of PCHA's real estate transactions on at least a monthly basis;
 - viii. Make timely confirmation of all real estate transactions.
 - ix. Broker will ensure the following items are included in all purchase and sale agreements:
 - 1. A qualified financial offer from buyer/buyers with evidence of the financing necessary to complete the purchase/purchases;
 - 2. The sale of the Property shall be "as is", without warranties of any kind;
 - 3. A non-refundable earnest money deposit in the amount not less than 2% of the purchase price, to be applied to the final transaction and sale.
 - x. In consultation with PCHA staff, the selected Broker Shall develop evaluation criteria to help assess purchase offers.
- 4. The selected Broker(s) shall be able to service a volume of up to 5 homes entering the market per month.
 - 5. Compile complete electronic and physical transaction files for every sale, from listing agreement through final closing of sale at escrow.

THRESHOLD REQUIREMENTS

- W-9 Form**
- Verification of Insurance**
- Real Estate License:** Licenses for all key personnel referenced as realtors who will do work on this project
- Required Submission Documents:**
 - Organization Profile
 - Non-Collusion Affidavit (must be notarized)
 - Disclosure of Conflict of Interest
 - HUD 5369-C
 - Declaration of Accuracy

Failure to include the above documents will disqualify the proposal and it will not be scored.

STAFF QUALIFICATIONS

- Description of Project Team:** Provide a brief overview of the management structure of the Project Team that would be assigned to this project, if selected. List the general responsibilities of all applicable staff, including the names and titles of the key personnel who would be assigned to provide these services.
 - This description should be no more than one page, single-spaced 12pt Times New Roman or Calibri font.
- Org Chart:** In addition to the description, a separate organizational chart may be provided for clarification. Provision of this chart or lack thereof will not constitute a scored item.

ORGANIZATION EXPERIENCE

- Volume Capacity:** Describe how you have handled, or would handle a similar volume as the maximum forecast by this RFP (5 houses entering the market per month)
 - This description should be no more than one page, single-spaced 12pt Times New Roman or Calibri font.
- Similar Transactions:** Provide a detailed list of at least three (3) completed relevant transactions that your Project Team has completed in the past three (3), including information on the year, locations, acreage, buildings' square footage, appraised value, listed price, final sale price, if the buyer was low-income or used down-payment assistance programs, and the length of time from open to close.

AFFORDABILITY EXPERIENCE/COMMUNITY CONNECTIONS

- Experience With Diverse and Low-Income Communities:** Please describe your experience working with low-to-moderate income buyers, your firm's engagement practices with the local community in Pierce County, and your history working with communities of color, immigrant communities, and other disadvantaged buyers. Describe your experience in closing sales with buyers using down-payment assistance programs, if any. Include if your firm has the capacity to

market towards, and do business with, buyers who do not speak English as a first language, and which languages your firm can do business in other than English.

- This description should be no more than two pages, single-spaced 12pt Times New Roman or Calibri font.
- ❑ **Experience with Low to Moderate Price Homes:** Please describe your firm’s experience with selling low-to-moderate cost homes, ranging between \$250,000 and \$400,000 in appraised value.
 - This description should be no more than one page, single-spaced 12pt Times New Roman or Calibri font.

MARKETING PROGRAM AND PERSONNEL

- ❑ **Marketing Strategy Overview:** Provide a market overview for this type of property in our local sub-market, and articulate your firm's and any named sub-consulting firm(s)' strategic approach to marketing residential property throughout the County. This should include a general marketing strategy, likely marketing timelines, firm's presence in this sub-market, ability to identify pools of potential buyers, and specific strategies to reach these buyers.
 - This description should be no more than two pages, single-spaced 12pt Times New Roman or Calibri font.
- ❑ **Marketing Strategy Examples:** Provide two examples of a marketing tool or market information report your firm and any named sub-consulting firm has created.

BROKER’S COMMISSION SCHEDULE

- ❑ **Commission Schedule:** Provide a detailed proposed commission schedule for the performance of the services requested under this RFP and other services requested in the Scope of Services above or services in excess of those listed identified by your firm. Address the fee schedule for buyers brought by outside brokers as well as buyers found by the PCHA.
 - This description should be no more than one page, single-spaced 12pt Times New Roman or Calibri font.

REFERENCES

- ❑ **References:** Please provide at least two written references from previous business contacts, awarding agencies, sellers, or community organizations with whom your organization has worked.

To submit your proposal, please email Sean McKenna at smckenna@pchawa.org with the subject line “SEC18-23-02 Real Estate Brokerage Services Proposal – Your Company Name”. Please clearly label all attachments with the **Bolded** title provided above.

Alternatively, please send your proposal by mail to the following address:

Pierce County Housing Authority
Attn: Sean McKenna
603 Polk St S
Tacoma, WA, 98444

THRESHOLD REQUIREMENTS			
Organizations that do not meet the following requirements will be eliminated and will not be scored			
W9 Provided	Verification of Insurance	Real Estate License for all applicable personnel	Required Submission Documents Signed and Notarized where applicable
SCORED CRITERIA			
Topic	Criteria	Weight	Description
Staff Qualifications	Description of Project Team	10	Scored based on the relevant experience and the combined skills of the team as a whole. Length: one page, single-spaced 12pt Times New Roman or Calibri font.
	Volume Capacity	10	Scored on duration and scope of previous experience with projected volume. Length: one page, single-spaced 12pt Times New Roman or Calibri font.
Organization Experience	Similar Transactions	10	Scored on degree of similarity and time-to-close. Recommended Length: one page, single-spaced 12pt Times New Roman or Calibri font.
	Experience with Diverse and Low-Income Communities	10	Scored on the breadth of experience across demographic ranges. Length: two pages, single-spaced 12pt Times New Roman or Calibri font.
Affordability Experience/Community Connections	Second Language Business Capacity	5	All-or-Nothing score based on capacity to conduct business in a language other than English.
	Experience with Low-to-Moderate Price Homes	10	Scored on the breadth of experience with low-to-moderate price homes. Length: one page, single-spaced 12pt Times New Roman or Calibri font.
Marketing Program	Marketing Strategy Overview	10	Scored based on applicability, reasonability, and alignment with PCHA goals and timelines. Length: one page, single-spaced 12pt Times New Roman or Calibri font.
	Marketing Materials	5	Scored based on readability, the strength of the data presented, engagement, and appearance. Recommended Length: two examples
Broker's Commission Schedule	Commission Schedule	20	Scored on best price by current market rates. Length: one page, single-spaced 12pt Times New Roman or Calibri font.
References	References	10	Scored on applicability and content. Two required.
TOTAL POSSIBLE POINTS:		100	



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

REQUIRED SUBMISSION DOCUMENTS FOR A REQUEST FOR PROPOSALS SOLICITATION RESPONSE



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

Organization Profile

Project: SEC18-23-02

Issue Date: February 10th, 2023

All organizations, both primary contractors and subcontractors, who intend to do work in response to this RFP must submit the following Organizational Profile for a proposal to be considered completed.

I am submitting this profile as the:

Prime Contractor

Subcontractor

- 1. Full Legal Name of Firm: _____
- 2. Mailing Address: _____
- 3. Please select the appropriate box below:
 - Individual/Sole Proprietor
 - Corporation
 - Limited Liability Corporation (LLC) Tax Classification: ____ (D=Disregarded Entity, C=Corporation, P=Partnership)
 - Other (Specify) _____
- 4. Street Address: _____
(if different) _____
- 5. Primary Contact/Title: _____
- 6. Email Address: _____
- 7. Telephone Number: _____
- 8. Entity Federal Tax ID #: _____
- 9. UBI #: _____
- 10. DUNS #: _____
- 11. WA State License Type: _____ WA License # _____
- 12. Year Firm Established _____
- 13. Former Name or Parent Company, if Applicable: _____

15. Identify the Principals/Partners in the Firm:

Name	Title	% Ownership

16. Identify the individual(s) who will act as project manager and any other supervisory personnel that will work on the project:

Name	Title	% Ownership

Signature

on Behalf of

Organization

Date

Printed Name

Title

17. Proposer Diversity Statement: Please check all that apply and give the percentage of each category.

Public-Held Corporation Government Agency Non-Profit Organization

Resident-Owned _____ %
 Hasidic Jew-Owned _____ %
 Black-Owned _____ %
 Hispanic-Owned _____ %
 Asian/Pacific Islander-Owned _____ %
 Native American-Owned _____ %

Woman Owned (Non-MBE) _____ %
 Woman-Owned (MBE) _____ %
 Disabled Veteran Owned _____ %
 Non-W/MBE Ownership _____ %
 Other (Specify): _____ %

W/MBE Certification #: _____
 Certified By: _____
 Note: W/MBE certification is not a requirement of submitting a proposal. Only enter if available.

18. Worker's Compensation Insurance Carrier: _____
 Policy #: _____ Expiration Date: MM/DD/YYYY _____

19. General Liability Insurance Carrier: _____
 Policy #: _____ Expiration Date: MM/DD/YYYY _____

20. Professional Liability Insurance Carrier: _____
 Policy #: _____ Expiration Date: MM/DD/YYYY _____

21. Has this firm or any principals ever been debarred from providing any services by the federal government, state government, the State of Washington, or any local government agency within or out of the State of Washington?
 Yes No

If Yes, please attach a full detailed explanation, including dates, circumstances, and current status.

22. Can this firm conduct virtual appearances, including reports, meetings, conferences, briefings, etc. using software that allows for screen sharing, as well as video and audio conferencing, and securely sign and transmit documents electronically?
 Yes No

23. The undersigned proposer hereby states that by completing and submitting this form they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and agrees that if PCHA discovers any information entered herein is false, that shall entitle PCHA to withdraw from consideration, not make an award to, or to cancel any award with the undersigned party.

_____ on Behalf of _____
 Signature Organization Date

 Printed Name Title



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

Non-Collusion Affidavit
Project: SEC18-23-02
Issue Date: February 10th, 2023

STATE OF WASHINGTON

COUNTY OF _____

The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said proposer has not directly or indirectly induced or solicited any other submitting party on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal, and that said proposer has not in any manner sought by collusion to secure him/herself an advantage over any other submitting party or parties.

Notarized:

Subscribed and sworn to before me this _____ day of _____, in the year _____

Notary Public in and for the State of Washington _____

Residing at: _____ My Commission Expires: _____

Signature Date

on Behalf of _____
Organization

Printed Name

Title



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

Disclosure of Conflict of Interest

Project: SEC18-23-02

Issue Date: February 10th, 2023

Please disclose any conflict of interest, or appearance of conflict of interest, in the form below. A conflict of interest includes:

- Immediate or extended family on the Pierce County Housing Authority Board of Commissioners
- Immediate or extended family on staff at PCHA in policy-making or procurement roles
- Any notable close relationship between members of the organization and PCHA staff or Commissioners
- Business ownership or financial interests that are shared by member(s) of the PCHA Board of Commissioners or staff
- Any situation in which award of the contract may result in an unfair competitive advantage
- Any situation in which the Contractor's objectivity in performing the contract work may be impaired.

Conflict Type	Organization's Individual with Conflict	Individual's Title	PCHA's Individual with Conflict	Individual's Title	Conflict Explanation (if necessary) and Steps to Resolve

I, the Undersigned, declare that all known potential conflicts of interest have been disclosed above. If, at any time, a new conflict of interest comes to my attention, it will be immediately disclosed to PCHA for further review. I understand that if an undisclosed conflict of interest is discovered, the organization listed below is at risk of termination of award (if selected), and potentially debarment.

_____ on Behalf of _____
 Signature Date Organization

 Printed Name Title

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to

reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is

determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;

- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerers should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerers should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time

it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offerer or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offerer whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offerer's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offerer within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protester.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the

solicitation, or emailed to Sean McKenna at smckenna@pchawa.org with the Subject Line "SEC18-23-01 Proposal – Company Name. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.** It is very Important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures

are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or

(3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

- Black Americans
- Asian Pacific Americans
- Hispanic Americans
- Asian Indian Americans
- Native Americans
- Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or
- (iii) the methods or factors used to calculate the prices offered;

- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
 - (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

_____	_____
Name	Title
_____	_____
Email Address	Phone Number
_____	_____
Name	Title
_____	_____
Email Address	Phone Number
_____	_____
Name	Title
_____	_____
Email Address	Phone Number

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts (without maintenance) greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract,

whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have

been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes

exception to such decision, the decision shall be final and conclusive.

- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing

to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal

Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract,

grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
 - (1) Providing any information not

specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
 - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
 - (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
 - (c) Requirements imposed by or pursuant to law as a condition for receiving a covered

Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements

for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

5. The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With

respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

6. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

7. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

8. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part

75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
 - (i) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

Declaration of Accuracy
Project: SEC18-23-02
Issue Date: February 10th, 2023

I, the Undersigned, do declare that:

1. I am authorized to submit this proposal on behalf of the organization below named;
2. I have read the included documents HUD 5369-B, HUD 5369-C, and HUD 5370 Section I, and the organization represented below understands and agrees to adhere the terms therein described;
3. All information provided in this proposal and its written attachments is accurate, to the best of my knowledge;
4. I have received and understood the following Amendments to the Request for Proposals (if any were given), and this proposal reflects their conditions;

(Please write the code of every Amendment you received below)

_____	_____
_____	_____
_____	_____

5. If selected, the below organization will adhere to the representations made in the proposal submitted, unless a mutually-agreed-upon alteration is reached with Pierce County Housing Authority.

_____	_____	on Behalf of	_____
Signature	Date		Organization
_____			_____
Printed Name			Title



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

SAMPLE CONTRACTS FOR SEC18-23-02

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

_____ (“Seller”) hereby grants to, 1
Seller Seller
_____ (“Listing Firm or “Firm”) from date hereof until midnight of 2
_____ (“Listing Term”), the exclusive right to sell the real property (“the Property”) 3
commonly known as _____, City _____ 4
County _____, WA, Zip _____; and legally described on Exhibit A. 5

1. DEFINITIONS. (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; 6
an exchange or contract to exchange; or an option to purchase. Firm need not submit to Seller any offers to 7
lease, rent, or enter into any agreement other than for sale of the Property. 8

2. AGENCY/DUAL AGENCY. Seller authorizes Listing Firm to appoint _____ 9
as Seller’s Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm’s 10
brokers who supervise Listing Broker’s performance as Seller’s agent (“Supervising Broker”). No other brokers 11
affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to 12
act on Seller’s behalf as and when needed. If the Property is sold to a buyer represented by one of Firm’s brokers 13
other than Listing Broker (“Listing Firm’s Buyer’s Broker”), Seller consents to any Supervising Broker, who also 14
supervises Listing Firm’s Buyer’s Broker, acting as a dual agent. If the Property is sold to a buyer who Listing 15
Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. Seller 16
consents to Firm receiving compensation from more than one party. Seller acknowledges receipt of the pamphlet 17
entitled “The Law of Real Estate Agency.” 18

3. LIST DATE. Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 19
and photographs of the Property (collectively, “Listing Data”), to be published by MLS by 5:00 p.m. on 20
_____ (“List Date”), which date shall not be more than 30 days from the effective date of the 21
Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the 22
likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller 23
shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other 24
signs, flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, 25
showings, or tours. Seller shall not materially interfere with Listing Firm’s marketing of the Property. 26

4. COMPENSATION. If during the Listing Term Seller sells the Property through Listing Firm or any other real estate 27
licensee and (a) the sale closes; or (b) the sale fails to close due to Seller’s breach of the terms of the purchase and 28
sale agreement, Seller shall pay compensation as follows: 29

a. Listing Firm Compensation: _____% of the sales price, or \$ _____. 30

i. Unrepresented Buyer. If the buyer is not represented by a buyer brokerage firm, then the Listing Firm 31
compensation shall be _____% of the sales price, or \$ _____ (equal to the amount in 32
subsection 4(a) if not filled in). 33

b. Buyer Brokerage Firm Compensation: _____% of the sales price, or \$ _____ to a cooperating 34
member of MLS representing the buyer (“Buyer Brokerage Firm”) (“Buyer Brokerage Firm Compensation”), 35
which includes another broker affiliated with Listing Firm who represents the buyer. This offer to pay Buyer 36
Brokerage Firm Compensation may not be withdrawn or reduced with respect to a buyer after that buyer or 37
the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer’s intent to submit an offer (and 38
for three calendar days thereafter) and shall be paid as set forth above, unless modified by the buyer and 39
Buyer Brokerage Firm in a mutually accepted purchase and sale agreement. Buyer Brokerage Firm is an 40
intended third party beneficiary of this Agreement. 41

i. Dual Agency. If the Listing Broker is a dual agent and represents both Seller and the buyer, then the 42
Buyer Brokerage Firm Compensation paid to Listing Firm shall be _____% of the sales price, or 43
\$ _____ (equal to the amount in subsection 4(b) if not filled in). 44

ii. Non-Member Buyer Brokerage Firm. If checked, the offer to pay Buyer Brokerage Firm Compensation 45
shall extend to licensed brokerage firms that are not members of MLS. 46

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

- c. **Expiration of the Listing Term.** If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm and Buyer Brokerage Firm the above compensation. Provided, that if Seller pays compensation to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another MLS member or licensed brokerage firm that is not a member of MLS.
- 5. PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property. Such keybox may be opened by a key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
- Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller authorizes; does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm shall; shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm shall; shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.
- 6. MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.
- 7. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030.
- 8. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement herein by this reference) is correct. Seller authorizes Listing Firm to provide the property information in this Agreement and in the attached Listing Input Sheets to prospective buyers, to cooperating members of MLS who do not represent Seller and, in some instances, may represent the buyer, and to licensed brokers who are not members of MLS, subject to any restrictions imposed by Seller.
- 9. FAIR HOUSING.** Seller acknowledges that fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, families

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 96
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10. SHORT SALE / NO DISTRESSED HOME CONVEYANCE. If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 98
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11. SELLER DISCLOSURE STATEMENT. Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 107
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12. CLOSING. Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service. 112
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13. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 120
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14. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 123
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Seller's Signature Date Listing Firm 127

Seller's Signature Date Broker's Signature Date 128

EXCLUSIVE SALE AND LISTING AGREEMENT

_____ (“Seller”) hereby grants to, 1
Seller _____ Seller _____
_____ (“Listing Firm” or “Firm”) from date hereof until midnight of 2
_____ (“Listing Term”), the exclusive right to sell the real property (“the Property”) 3
commonly known as _____, City _____, 4
County _____, WA, Zip _____; and legally described on Exhibit A. 5

1. DEFINITIONS. (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; 6
an exchange or contract to exchange; or an option to purchase. Firm need not submit to Seller any offers to 7
lease, rent, or enter into any agreement other than for sale of the Property. 8

2. AGENCY/DUAL AGENCY. Seller authorizes Listing Firm to appoint _____ 9
as Seller’s Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm’s 10
brokers who supervise Listing Broker’s performance as Seller’s agent (“Supervising Broker”). No other brokers 11
affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to 12
act on Seller’s behalf as and when needed. If the Property is sold to a buyer represented by one of Firm’s brokers 13
other than Listing Broker (“Listing Firm’s Buyer’s Broker”), Seller consents to any Supervising Broker, who also 14
supervises Listing Firm’s Buyer’s Broker, acting as a dual agent. If the Property is sold to a buyer who Listing 15
Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. Seller 16
consents to Firm receiving compensation from more than one party. Seller acknowledges receipt of the pamphlet 17
entitled “The Law of Real Estate Agency.” 18

3. LIST DATE. Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 19
and photographs of the Property (collectively, “Listing Data”), to be published by MLS by 5:00 p.m. on 20
_____ (“List Date”), which date shall not be more than 30 days from the effective date of the 21
Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the 22
likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller 23
shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other 24
signs, flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, 25
showings, or tours. Seller shall not materially interfere with Listing Firm’s marketing of the Property. 26

4. COMPENSATION. If during the Listing Term Seller sells the Property, and (a) the sale closes; or (b) the sale fails 27
to close due to Seller’s breach of the terms of the purchase and sale agreement, Seller shall pay compensation 28
as follows: 29

a. Listing Firm Compensation: _____% of the sales price, or \$ _____. 30

i. Unrepresented Buyer. If the buyer is not represented by a buyer brokerage firm, then the Listing Firm 31
compensation shall be _____% of the sales price, or \$ _____ (equal to the amount in 32
subsection 4(a) if not filled in). 33

b. Buyer Brokerage Firm Compensation: _____% of the sales price, or \$ _____ to a cooperating 34
member of MLS representing the buyer (“Buyer Brokerage Firm”) (“Buyer Brokerage Firm Compensation”), 35
which includes another broker affiliated with Listing Firm who represents the buyer. This offer to pay Buyer 36
Brokerage Firm Compensation may not be withdrawn or reduced with respect to a buyer after that buyer or 37
the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer’s intent to submit an offer (and 38
for three calendar days thereafter) and shall be paid as set forth above, unless modified by the buyer and 39
Buyer Brokerage Firm in a mutually accepted purchase and sale agreement. Buyer Brokerage Firm is an 40
intended third party beneficiary of this Agreement. 41

i. Dual Agency. If the Listing Broker is a dual agent and represents both Seller and the buyer, then the 42
Buyer Brokerage Firm Compensation paid to Listing Firm shall be _____% of the sales price, or 43
\$ _____ (equal to the amount in subsection 4(b) if not filled in). 44

ii. Non-Member Buyer Brokerage Firm. If checked, the offer to pay Buyer Brokerage Firm Compensation 45
shall extend to licensed brokerage firms that are not members of MLS. 46

EXCLUSIVE SALE AND LISTING AGREEMENT

- c. **Expiration of the Listing Term.** If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm and Buyer Brokerage Firm the above compensation. Provided, that if Seller pays compensation to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another MLS member or licensed brokerage firm that is not a member of MLS.
- 5. PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property. Such keybox may be opened by a key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
- Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller authorizes; does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm shall; shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm shall; shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.
- 6. MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.
- 7. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030.
- 8. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement herein by this reference) is correct. Seller authorizes Listing Firm to provide the property information in this Agreement and in the attached Listing Input Sheets to prospective buyers, to cooperating members of MLS who do not represent Seller and, in some instances, may represent the buyer, and to licensed brokers who are not members of MLS, subject to any restrictions imposed by Seller.
- 9. FAIR HOUSING.** Seller acknowledges that fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, families

EXCLUSIVE SALE AND LISTING AGREEMENT

with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 96
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10. SHORT SALE / NO DISTRESSED HOME CONVEYANCE. If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 98
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11. SELLER DISCLOSURE STATEMENT. Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 107
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12. CLOSING. Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service. 112
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13. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 120
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14. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 123
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Seller's Signature Date Listing Firm _____ 127

Seller's Signature Date Broker's Signature _____ Date 128

LISTING AGREEMENT ADDENDUM

This amends the Exclusive Listing Agreement ("Agreement") dated _____, 1
between _____ ("Seller") 2
and, _____ ("Listing Firm" or "Firm") 3
concerning the property commonly known as _____, 4
in the City of _____, County of _____, WA, Zip _____ . 5

The terms and conditions in this Listing Agreement Addendum (the "Addendum") are incorporated into the Agreement. 6
In the event of any inconsistency between the terms and conditions of this Addendum and those of the Agreement, the 7
terms of this Addendum shall supersede and control. 8

1. DEFINITIONS. (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an 9
exchange or contract to exchange; or an option to purchase. 10

2. LIST DATE. Listing Firm shall submit this listing, including the Property information on the attached Listing Input 11
Sheets and photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 12
_____ ("List Date"), which date shall not be more than 30 days from the effective date of the 13
Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the 14
likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller 15
shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, 16
flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or 17
tours. Seller shall not materially interfere with Listing Firm's marketing of the Property. 18

3. COMPENSATION. If during the term of the listing ("Listing Term"), Seller sells the Property, and (a) the sale closes; 19
or (b) the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall 20
pay compensation as follows: 21

a. Buyer Brokerage Firm Compensation: _____% of the sales price, or \$ _____ to a cooperating 22
member of MLS representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Firm Compensation"), 23
which includes a broker affiliated with Listing Firm who represents the buyer. This offer to pay Buyer Brokerage 24
Firm Compensation may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer 25
Brokerage Firm has notified the Listing Firm or Seller of that buyer's intent to submit an offer (and for three 26
calendar days thereafter) and shall be paid as set forth above, unless modified by the buyer and Buyer 27
Brokerage Firm in a mutually accepted purchase and sale agreement. Buyer Brokerage Firm is an intended 28
third party beneficiary of this Agreement. 29

b. Expiration of the Listing Term. If Seller shall, within _____ days (180 days if not filled in) after the expiration of 30
the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising 31
or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during 32
the Listing Term, Seller will pay Buyer Brokerage Firm the above compensation. Provided, that if Seller pays 33
compensation to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of 34
compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other member(s). 35

4. MULTIPLE LISTING SERVICE. Seller grants to Listing Firm the exclusive right to sell the Property and Seller 36
authorizes Listing Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates 37
and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. 38
Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial 39
institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing 40
service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate 41
with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed 42
brokers who are not a member of a multiple listing service. MLS is an intended third party beneficiary of this Agreement 43
and will provide the Listing Data to its members and their affiliates and third parties, without verification and without 44
assuming any responsibility with respect to this Agreement. 45

