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P.O. Box 19028  
Seattle, Washington 98109-1028  
Web site: [www.seattlehousing.org](http://www.seattlehousing.org)

**Informal Solicitation No. 5814**  
**Utility Database Upgrade**

**Important Information:**

- Solicitation Issued: Wednesday 08/02/2023.
- Deadline for Questions: Wednesday 08/09/2023 by 02:00pm
- Submittals/Proposals Due: Wednesday 08/23/2023 by 02:00pm
- SHA's Contact: Sadia Ikram
- E-Mail Address: [sadia.ikram@seattlehousing.org](mailto:sadia.ikram@seattlehousing.org)

The Seattle Housing Authority (SHA) for itself or as an agent for another SHA related entity (hereinafter "SHA"), is soliciting Submittals/Proposals from qualified individuals and businesses interested in performing the following:

**A. Project Description:**

The Seattle Housing Authority (SHA) is seeking partnership with an experienced and qualified company to provide Utility Database Upgrade to reduce potential for human error in data entry, streamline database tools and reduce duplication of data/effort, improve reporting capabilities, migrate data entry and management to a platform that can support in perpetuity.

**1. Scope of Work:**

See Exhibit I

**2. Schedule:** It is anticipated that the work will be performed between 10/01/2023 and 12/31/2024.

**3. Anticipated Contract Duration:** SHA expects to execute a Contract for the requested services for the scheduled dates shown above. If necessary, and at SHA's option, time extensions and appropriate scope and compensation adjustments may be made by Change Orders to the Contract.

**4. Estimated Amount:** The estimated range of cost for the Contract to be executed based on this solicitation is between \$80,000 and \$100,000.

**B. SHA Goals and Obligations:**

**1. Women and Minority Business Enterprise (WMBE) Inclusion:** SHA requires submitters to make good-faith efforts to meet SHA's 14% aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.

**2. Race and Social Justice Initiative (RSJI):** SHA is committed to advancing racial and other social justice equity and has a focused affirmative plan to educate staff on the effects of racism and other oppressions on the work of SHA, our employees,

residents, and stakeholders; and to eliminate institutional racism and other oppressions at SHA.

3. **Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with SHA may also wish to procure the services herein offered by the successful party. The successful party shall have the option of extending its offer to SHA to other agencies for the same cost, terms and conditions.

SHA does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the successful party. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. SHA accepts no responsibility for the performance of the successful party in providing services to other public agencies, nor any responsibility for the payment price to the successful party for other public-agency purchases.

### **C. Contents Required in Your Submittal/Proposal:**

#### **1. Your Submittal/Proposal must include:**

- A cover letter that includes:
  - a) An expression of your interest in performing the work
  - b) The name, telephone number and e-mail address of who your contact person is for this solicitation
  - c) Signed by a principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf
- Your response to each of the Evaluation Criteria noted in the table below:
- A list of three references that includes:
  - a) Agency or business name of client
  - b) Contact person at that agency or business
  - c) Address of agency or business
  - d) Telephone number and/or e-mail address for the Contact person

Your submittal/proposal shall not exceed 10 number of pages. Your cover letter and any forms required to be included with your submittal/proposal do not count toward the maximum number of pages.

#### **2. Attachments to be included with Your Submittal/Proposal:** You must complete and attach the forms listed below with your submittal/proposal:

- Price / Rates
- Vendor Fact Sheet
- Suspension and Debarment Compliance Certificate for Consultant and Sub-Consultants
- Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances Form (HUD-5369-C)
- Any applicable Section 3 Form(s)

**D. Evaluation Criteria:** SHA will evaluate Submittals/Proposals received based on the following weighted subjective/technical criteria. Your Submittal/Proposal should directly address each of the Criteria listed below:

No.	Evaluation Criteria – Qualifications	Maximum Points
1	Women and Minority Business Enterprise (WMBE) Inclusion Plan	12
2	Race and Social Justice Initiative (RSJI)	10
3	Proven Vendor	13
4	Functional Fit (Support for functional requirements)	20
5	Technical Fit (Support for technical requirements)	15
6	Maintenance/Support	5
7	Cost	15
8	Implementation Risk	10
9	Security	10
10	Integration	10
	<b>MAXIMUM TOTAL POINTS FOR QUALIFICATIONS</b>	<b>120</b>

SHA reserves the right to check references of one or more of the top ranked firms. In conducting reference checks, SHA may include itself as a reference if the Proposer has performed work for SHA, even if the Proposer did not identify SHA as a reference.

In the event that information obtained from the reference checks reveals concerns about the proposer’s past performance and their ability to successfully perform the contract to be executed based on this solicitation, SHA may, at its sole discretion, determine that the proposer is not a responsible proposer and may select the next highest-ranked proposer whose reference checks validate the ability of the proposer to successfully perform the contract to be executed based on this solicitation.

**Due Date for Questions:** Any questions or requests for further information must be directed in writing no later than the date mentioned at the beginning of this solicitation. Questions are to be sent by e-mail to SHA’s Contact, also shown at the beginning of this solicitation.

**E. Submittals:** Submittal/Proposal due date is shown at the beginning of this solicitation. You are required to submit as indicated below.

By e-mail to SHA’s Contact shown at the beginning of this solicitation.

**F. Administrative Information:**

- About the Seattle Housing Authority (SHA): Visit SHA’s website at [www.seattlehousing.org](http://www.seattlehousing.org) for more information about SHA.
- Deadline for Submission of Submittals/Proposals: Proposers are responsible for ensuring that SHA receives your submittal/proposal as indicated herein by the stated deadline. Submittals/Proposals received after the deadline will not be considered.
- Contract Requirements: Proposers may review a sample of SHA’s standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following website:

[https://seattlehousing.org/sites/default/files/Consultant\\_Professional\\_Services\\_Contract.pdf](https://seattlehousing.org/sites/default/files/Consultant_Professional_Services_Contract.pdf)

SHA's standard contract document is intended to guide you in developing your submittal/ proposal. The actual contract that the successful Proposer and SHA will sign will be based on this sample contract. Please be advised that SHA will only negotiate some aspects of the contract. Much of the contents of the sample contract are based on non-flexible requirements and cannot be modified in any form.

The following is language in the standard contract document that will apply to this work:

SHA Rules, Regulations and Policies: The Consultant shall comply with the rules, regulations, and policies that SHA may from time to time enact and/or modify with respect to work to be performed on or at its properties, including but not limited to, the COVID-19 Vaccination Policy for Contractors attached hereto. Any such rules, regulations and policies shall be binding upon the Consultant upon delivery of a copy of them to the Consultant. SHA shall not be responsible to the Consultant for nonperformance of any such rules, regulations or policies by any other vendors, contractors, consultants or other third parties.

SHA has determined that the current Scope of Work for this Solicitation doesn't require compliance with the COVID Policy.

4. Small and/or Disadvantaged Business Enterprise Requirements: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, small businesses and veteran-owned businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this Solicitation.
5. WMBE Participation: As outlined in more detail above, SHA has also included a 14% Women and/or Minority Business Enterprise (WMBE) aspirational participation goal. Consequently, in responding to the solicitation, submitters must include an Inclusion Plan demonstrating good faith effort in seeking meaningful opportunities for WMBEs in the work of the Contract.
6. Section 3 Requirements: Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle.
  - A. Section 3 Contract Language: The following language regarding Section 3 will be included as part of the contract to be executed based on this RFP.
    - 1) The work to be performed under this contract is subject to the requirements of the Section 3 Laws. The purpose of the Section 3 Laws is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by the Section 3 Laws, 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.

- 2) The parties to this contract agree to comply with the Section 3 Laws. Without limiting the generality of the foregoing, Consultant shall comply, and shall require its subcontractors and subconsultants to comply, with the requirements of 24 CFR 75.9. 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 Section 3 Laws.
  - 3) The Consultant agrees to include this Section 3 clause in every subcontract, and to otherwise take all necessary steps to ensure compliance with the Section 3 Laws by its subcontractors and subconsultants. The Consultant agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor or subconsultant is in violation of the Section 3 Laws. The Consultant will not subcontract with any subcontractor or subconsultant where the Consultant has notice or knowledge that the subcontractor or subconsultant has been found in violation of the Section 3 Laws.
  - 4) The Consultant will provide certifications in form and substance required by Owner at such times as Owner may request, certifying (i) its compliance with the Section 3 Laws, and (ii) as to such facts and circumstances pertaining to the Section 3 Laws as Owner may require or request, including, without limitation, certification with respect to total number of labor hours worked under this Agreement, labor hours worked by Section 3 Workers (as defined in the Section 3 Laws), and labor hours worked by Targeted Section 3 Workers (as defined in the Section 3 Laws).
  - 5) Noncompliance with the Section 3 Laws may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - 6) Each party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Section or otherwise to ensure performance in compliance with the Section 3 Laws.
- B. Certifications and Assurances Form: In the event that the Contract for these services includes any HOPE VI Revitalization grant funds or any Choice Neighborhood Implementation (CNI) grant funds, the Consultant shall obtain and submit to SHA a completed and signed Certifications and Assurances Form (copy attached to this solicitation if applicable) for itself and each sub-consultant utilized on the Contract. Such form shall be submitted to SHA before any work is performed under the terms of the Contract.
- C. Payment Requirements: Proposers should be aware that SHA will only make payments on the Contract issued under this solicitation after the work being billed has been completed, and will pay reimbursable expenses only upon receipt of an invoice for the reimbursable expenses. No advanced payments will be made to the proposer, who must have the capacity to meet all project expenses in advance of payments by SHA.

D. Insurance Requirements: The individual or business selected by SHA will be required to provide acceptable evidence of insurance prior to beginning work. The following summarizes the required insurance coverage. Additional requirements are detailed in the contract that SHA will execute with the selected individual or business. See Section 10 of the standard consultant contract for a complete listing of SHA's standard insurance provisions.

The following insurance coverage(s) will be required for this project:

- An ACORD Certificate of Insurance.
- Commercial General Liability: \$1,000,000 each occurrence, \$2,000,000 aggregate Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Contractor's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Contractor shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by Owner's Risk Manager.
- Additional Insured Endorsement Ongoing Operations naming the Seattle Housing Authority as an additional insured on a primary and non-contributory basis on the Commercial General Liability policy, ISO form CG2010 or equivalent. Blanket additional insured endorsements may be acceptable, but must be approved by SHA's Risk Manager.
- Washington Stop Gap or Employers Liability: \$1,000,000 occurrence
- Workers Compensation: A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.
- Evidence that sexual misconduct has not been excluded from the commercial general liability policy
- Criminal Background Investigation: The selected Consultant shall conduct a criminal background investigation of all employees, volunteers, subcontractors and sub-consultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or subconsultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the

employee, subcontractor or subconsultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction that information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Consultant agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.

- E. Rights Reserved by SHA: SHA reserves the right to waive as an informality any irregularities in submittals/proposals, to reject any or all submittals/proposals, and to cancel this solicitation at any time prior to contract award. SHA also reserves the right to award all or any portion of the work specified in this Informal Solicitation to any proposer(s). Prior to making a selection decision, SHA reserves the right to interview any or all individuals or businesses submitting for this work, and to check references as part of the final evaluation process. Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following website address:

[http://www.seattlehousing.org/business/guidelines/pdf/Procurement\\_Policies.pdf](http://www.seattlehousing.org/business/guidelines/pdf/Procurement_Policies.pdf)

## **Attachment A**

### **FORMS**

The forms attached hereto are to be completed and submitted with your one original Proposal. Do not include them with the copies of your Proposal.





# VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,  
ATTN: Sadia Ikram  
190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

**General Business Information:**

For SHA Use Only:

Name of Business, Organization, or Name of Person (if payment is to an individual):

JDE Vendor No.

Mailing Address for Payments:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ DUNS No.: \_\_\_\_\_

Washington UBI No.: \_\_\_\_\_ City of Seattle Business License No.: \_\_\_\_\_ Washington Contractor's License No.: \_\_\_\_\_

President/General Manager: \_\_\_\_\_ Principal products and/or services offered: \_\_\_\_\_

**Type of Organization (check one):**

Individual    
  Sole Proprietor    
  Partnership    
  Corporation    
  Governmental Agency    
  Other \_\_\_\_\_

Employee Tax ID No. (TIN) or Social Security No. (if Individual): \_\_\_\_\_

**Substitute IRS Form W-9 Certification:**

**Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, and that I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

<b>SIGN HERE →</b>	Signature of U.S. Person	Date
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**Ownership Status (check all that apply):**

**Racial/Ethnic Status (check one):**

**MBE** (Minority-Owned Business Enterprise)  
 **WBE** (Women-Owned Business Enterprise)  
 **MWBE** (Minority / Women-Owned Business Enterprise)  
 **CBE** (Combination Business Enterprise)  
 **Small Business**      **HUD Section 3 Business**  
 Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)  
 Self-Identified (SHA may request a signed statement re: self-certification)

Caucasian (1)  
 African American (2)  
 Native American (3)  
 Hispanic American (4)  
 Asian/Pacific American (5)  
 Hasidic Jews (6)

**Method of Contract Payments:** As outlined on the reverse side of this form, for contracts over one million dollars, SHA's method of contract payments is through an electronic virtual credit card issued by SHA's e-payables vendor, Bank of America. Unless SHA grants a waiver, Vendors will receive an enrollment form from SHA following issuance of a contract.

**SIGN BELOW:**

Signature of Authorized Representative of Vendor:	Date:
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By signing immediately above, the Vendor hereby represents the following:

- a) The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or;
- b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at [https://www.seattlehousing.org/sites/default/files/Purchase\\_Orders\\_Terms\\_Conditions.pdf](https://www.seattlehousing.org/sites/default/files/Purchase_Orders_Terms_Conditions.pdf)

## Vendor Fact Sheet Instructions

Thank you for your interest in doing business with the Seattle Housing Authority (SHA). We look forward to doing business with you. If you have any questions about completion of the Vendor Fact Sheet, please call us at (206) 615-3379.

In order for SHA to make payments to you or to procure goods or services from you, we need the information requested on the Vendor Fact Sheet, which also serves as a substitute IRS W-9 Form. The information about you will be entered into our computerized payment system and will allow us to make required reports to the Federal government about our business and payment transactions.

**Substitute IRS Form W-9 Certification:** In completing the Vendor Fact Sheet, you must sign the “Substitute IRS Form W-9 Certification” or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct taxpayer identification number to SHA, you must cross out the portion of the certification after the word “and” in line two, through the end of line five, before signing the form. Detailed instructions about IRS Form W-9 are included on the form, which may be obtained by calling our office at (206) 615-3379 or visiting the IRS web site at [www.irs.gov](http://www.irs.gov).

**Certification of Eligibility:** In order to do business with SHA, the Vendor must be eligible to:

- 1) Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or,
- 2) Participate in HUD programs pursuant to 24 CFR Part 24.

The websites to verify eligibility of the firm and its principals are: <https://www.sam.gov/SAM> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited\\_denials\\_of\\_participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation). By signing the Vendor Fact Sheet, the Vendor understands that the certification of eligibility is a material representation of fact upon which reliance was placed when SHA agreed to enter into the transaction with the Vendor. SHA may require the Vendor to submit such certification on an annual basis depending on the terms of its contract or the frequency of its business transactions with SHA. If the Vendor subcontracts any portion of the work, the Vendor will be required to submit a similar certification of eligibility to SHA for any Vendor subcontracts. Any written contract executed between SHA and the Vendor shall include these provisions, which may also be referred to as Suspension/Debarment provisions.

**Contract Payments:** Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America e-payables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click here or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors). For new vendors, SHA will automatically send an enrollment form upon contract award. If you have questions about the program, please contact Tran Wong, SHA's Accounts Payable Manager, at 206-615-3483 or [Tran.Wong@seattlehousing.org](mailto:Tran.Wong@seattlehousing.org).

**Small Businesses:** *The Vendor Fact Sheet also requests information about whether your business is owned and controlled by women or minorities, and/or is a small business. The following are definitions of these terms for your use. This information provides valuable information to SHA in its efforts to ensure its contracting program meets its diversity objectives and requirements.*

- **WMBE:** Minority and women-owned business enterprises must either be self-identified or certified by the Washington State Office of Women's and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members.
- **Small Business:** A small business means a business concern, including its affiliates, that is independently owned and operated, not an affiliate or subsidiary of a business dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR 121. Furthermore, a business is considered small according to the Small Business Administration's established guidelines provided to such businesses.
- **HUD Section 3 Business:** A business that is owned 51% or more by a Section 3 qualified person, or where 30% or more of the permanent, full-time employees of the business are Section 3 qualified persons, or where the business can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to other Section 3 certified businesses. A Section 3 qualified person must live in the metropolitan statistical areas identified on SHA's Section 3 form and whose income level meets or falls below the stated income limits.

# SEATTLE HOUSING AUTHORITY

## SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT

By signing below, the Consultant certifies that to the best of its knowledge and belief neither its firm nor any of its principals as named below are presently debarred, suspended, or have been declared ineligible or are excluded from participation in this transaction by any federal, state or local government.

**Consultant's Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

	PRINCIPAL(S) Name(s)	Title(s)
1		
2		
3		
4		
5		

Consultant's Signature	Printed Name	Title	Date

**NOTE:** This requirement applies to the Consultant's firm as well as its principals. Principal is defined in the regulation (2 CFR 180.995) as follows:

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who-
  - a) Is in a position to handle Federal funds.
  - b) Is in a position to influence or control the use of those funds; or,
  - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity require to perform the covered transaction.

The federal websites to verify eligibility include: <https://www.sam.gov/portal/public/SAM/> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited\\_denials\\_of\\_participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation).

# SEATTLE HOUSING AUTHORITY

## SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS

The Prime Consultant may use this form if the Prime can verify that their Sub-Consultants named below, nor any of their principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. If the Prime is unable to verify this information, the Prime must send the previous SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form to each sub-consultant to be completed and returned.

**Prime Consultant's Name:** \_\_\_\_\_ certifies that neither any of the sub-consulting firms named below, nor any of its principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. I understand that the Seattle Housing Authority (SHA) relies on this certification and I understand that I am obligated to submit the following to SHA:

- A certification for any new sub-consultant hired after submission of this certification.
- A renewal certification for every sub-consultant on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

(**Note:** In lieu of this certification, the Prime Consultant may elect to submit a separate certification signed by each sub-consulting firm to SHA as evidence of sub-consultant eligibility. It is the Prime Consultant's responsibility to initiate, obtain, and provide all such individual sub-consultant certifications to SHA.)

Prime Consultant's Signature	Printed Name	Title	Date

**Sub-Consultant Firm Listing:** (If sub-consultants are not involved in the project, please enter NONE.)


If additional pages are necessary, copy this form to ensure signed statement precedes any listing of sub-consultants.

Please contact Sadia Ikram at [sadia.ikram@seattlehousing.org](mailto:sadia.ikram@seattlehousing.org) if you have any questions regarding compliance with this requirement.

# Certifications and Representations Of Offerors

## Non-Construction Contract

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 non-construction contracts awarded by Housing Agencies (HAs). The form is used by bidders/Offerors to certify to the Has 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. 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.

**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 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.

**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):

**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:**

## **For-Profit Subgrantee and Contractor Certifications and Assurances**

The Department of Housing and Urban Development (HUD) requires that all for-profit Subgrantees and Contractors on HOPE VI projects sign this “Certifications and Assurances” form certifying that they will comply with the specific federal requirements described below. The parties who must sign a “Certifications and Assurances” form are defined below:

- **Subgrantees:** These are for-profit organizations to which the Housing Authority (Housing Authority or Grantee) has awarded a grant from the HOPE VI grant that the Housing Authority received from HUD. The subgrantee is accountable to the Housing Authority for the use of the funds provided, but the Housing Authority is ultimately accountable to HUD.
- **Contractors:** This includes any for-profit contractor, consultant, service provider, or supplier that the Housing Authority contracts with for goods or services on any HOPE VI project.

.....  
**Certification and Assurance:** The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and for-profit Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
  - (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)
  - (3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
  - (4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
  - (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction
-

contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:



WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:  
Seattle Housing Authority  
Attn: Sadia Ikram, Purchasing  
P.O. Box 19028  
Seattle, WA 98109-1028

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# Scope of Work Exhibit I

## Utility Bill Tracking

Track any type of utility bill (any commodity, energy or non-energy)

Track any level of bill details (taxes, various charges, time of use charges, KW demand)

Bill entry screen layout looks like actual bill

Bill entry screen shows history with tables and graphs

Auto population of bill start date based on previous month's bill end date

Flexible billing and accounting period designations

Supports multiple commodities on a single bill, as separate meters

Bill import capabilities with interface to create mapping profiles for different file formats

Import vendor-provided electronic utility billing files

Vendor bills can be of any commodity, including multiple commodities on a single bill

Configurable for complex accounts such as solar, on-site generation, multiple vendors, deregulated scenarios

Quality assurance tests to catch obvious bill errors

Ability to manage complex unbundled/deregulated accounts with multiple vendors

Automated bill audits to identify and flag potential problems

Flexible workflow process for optional supervisor approval of bills and distributed approval by multiple departments or organizational divisions

Memo and message capabilities to assign problem bills to users, categorize issues, add notes and comments, and track savings recoveries

Bill batch entry with batch totals (batch totals in dollars and consumption units); batch totals are stored and reportable

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Flexible integration capabilities with accounting systems for posting of bill records to accounts payable, general ledger, and/or accounts receivables.

Use system as a “smart” front-end to the bill payment process; ability to assign general ledger/budget/accounting codes to each utility account.

Scanned image of each bill (if available) can be retrieved and viewed via a direct link

Ability to split usage and costs in shared facilities using Virtual Meters (e.g., Split electric bill to two agencies 60%-40%)

Assign costs to tenants, submeters, and virtual meters via licensee-created rate schedules or master meter unit cost

Available service to obtain, import, and audit utility bills in different formats (Paper, PDF, XLS, TXT, CSV, EDI file formats) and via different methods (FTP, Email, Web Capture, Mail Redirect, Website Upload)

Available service to manage utility vendor accounts and resolve billing issues

Accrual functions for month- and year-end accounting needs

## **Meter Data Tracking**

Import Interval Data in many flexible formats and file types (Import data from vendor meters, internal installed submeters, BAS, etc.) for display and analysis via easy-to-read charts, graphs, and reports

Manual entry of meter readings through organized routes

Accommodate changes/corrections to imported or entered readings

Notification if meter data has zero, missing, or abnormal values

Apply cost to interval meter readings for the purpose of creating a monthly use/cost allocation

Reports to check the reasonableness of meter readings before cost allocation bills are created

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## Organizational Structure

Complete flexibility for departments, divisions, sites, etc.; no limits on levels or complexity

Unlimited number of buildings, meters, accounts, vendors

“Treeview” interface to easily navigate within organization

User-defined custom fields for building, meter, account, vendor data including Boolean (yes/no), integer, text, decimal, date, multi-select lists, attach documents, and web URLs

Unlimited number of user-created “groups” of meters or buildings for benchmarking and reporting

Data importer allows new user to easily lay out entire structure (accounts, meters, buildings, etc.) in Excel and import to System for initial setup and periodic bulk updates

Setup wizards for manual entry and update of data records

Ability to mass update records using spreadsheet templates or other methods

Views for grouping data by vendors, rates, and commodities

Separate views and data structures for energy management (buildings and meters) and accounting information (accounts and cost centers)

## Security & Access

Login requires username and strong password

Password expirations in a user-defined period

Variable levels of user access (view only, view & edit, etc.) via user-defined Roles

User access can be limited to specific buildings, departments, agencies, etc.

No limit on number of users

Single sign-on user login functionality available

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Availability of database hosting the meets or exceeds Federal Information Security Act (FISMA) standards

## Reports

Quick views of data via charts and graphs that are continuously updated and display actionable data for key metrics

**Dashboards.** Display energy cost and consumption data on user-defined dashboards

Dashboard mapping on Google™ maps using building geocoordinates or addresses

Sharing of dashboards outside of the application for public access

Hundreds of available reports, charts, and graphs

Reports use Microsoft SSRS reporting engine

Design new reports via available report designer capabilities using Excel Power Pivot

Report settings can be saved as Favorites or made public for other users to access

Flexible options for filtering report data

Reports can be exported in multiple file formats

Reports can be directly emailed (no prior export required)

Email report publisher automatically distributes reports to lists of recipients per your schedules and filter options

Connection to Business Intelligence tools like PowerBI, Tableau, etc.

## Deployment and Development

Hosted by vendor in a commercial data center that has industry accepted certification (SOC2, SSAE-16, etc.)

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Web-based application using current browser client technology (HTML5 or comparable); compatible with Chrome, Edge, Safari, and Firefox

Routine maintenance and backups performed, daily back-ups to onsite and offsite servers.

Application and hosting center are regularly scanned for vulnerabilities using industry recognized services and software

**Company's main business is publishing this software.** At least 50% of annual company revenues are derived from licensing and supporting this application

**Company track record in upgrading this software.** Regular upgrades to meet changing industry needs and energy management priorities

**Accommodate large datasets.** Suitable for larger organizations (Fortune 1000 corporations, large cities and government agencies, major universities); ability to track up to 100,000+ meters per dataset

## Specialty Features

Weather normalization using verified degree day statistical techniques; automatic daily download of weather data from a credible weather source like The Weather Company (TWC)

**Cost Avoidance.** Measurement & verification of savings in accordance with the IPMVP protocol and U.S. Dept of Energy and industry standards

Calendarization "smooths out" utility bill usage and cost data by allocating them to the appropriate calendar month

Normalize energy consumption data to a user-selected baseline year for an "apples-to-apples" comparison across multiple years

Tracking of custom factors to be compared to energy consumption and costs for benchmarking and reporting on criteria such as occupancy, production, hours of operation, etc.

Greenhouse Gas emissions & Green Energy credits tracking & reporting; complete web-based library of conversion factors for CO2 equivalencies

ENERGY STAR benchmarking interface stores and distributes building attribute data to ENERGY STAR Portfolio Manager and receives energy efficiency ratings back

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**Project tracking.** Report the energy and cost savings from your energy management projects

Ability to track and report on renewable and generated energy

## Features in Detail

**Utility Bill Tracking.** Comprehensive tracking of utility bills; any commodities, any level and type of bill details. Includes: workflow manager; link to scanned bill images; memo and message system; user-friendly Treeview interface; ability to track standard and deregulated bills (separate LDC/supplier charges).

**Bill Audits.** System automatically check bills upon entry or import for a range of potential problems (such as excessively high or low usage, cost, unit cost, demand; duplicates; abnormal dates; missing bills); user-defined sensitivity settings

**Flagged Bills.** Create flags on bills to easily track savings opportunities and problems; assign to any user, track status, email to stakeholders, and attach cost recovery amounts.

**PowerViews.** Usage, cost, demand, and unit cost trend charts and graphs that are automatically displayed and constantly updated.

**Benchmarking Charts.** Create any number of 'peer groups' and instantly rank the buildings by cost/sq ft, usage/sq ft, and peak watts/sq ft, and by custom factors, such as enrollment, units produced, or operating hours. Rank meters by usage & cost per day and unit cost. Indicates the group median and instantly highlights 'outliers'—abnormal meters, buildings, and bills.

**Hundreds of Reports, Charts, and Graphs.** Reports cover a wide range of categories—Billing, Analysis, Weather, Year-to-Year, Invoice, Cost Avoidance, Budget, Channel, Setup, and Greenhouse Gas—and can be exported in multiple formats.

**Greenhouse Gas Tracking and Reporting.** Calculate GHG emissions resulting from the energy use tracked in System via accounts, meters, bills and counters and the resultant estimated emissions from indirect use. Report GHG emissions via standard reports, trend charts, and PowerViews.

**ENERGY STAR Benchmarking Interface.** EPA's popular ENERGY STAR Portfolio Manager ranks each building against a peer group and provides an energy efficiency rating. System allows users to configure buildings for submission to the ENERGY STAR interface, Portfolio Manager, and returning the rating results for analysis and reporting.

**Weather data tracking; degree day charts and reports.** Track average daily temperature for any number of weather stations. Degree days are automatically calculated and charted for quick year-to-year comparisons.

Enter data manually or download weather data daily from The Weather Company. (Advanced statistical analysis of use vs. weather is in the Cost Avoidance module.)

**Unlimited Users.** Any number of user logins; configurable access levels. Each user has a login name, strong password, list of accessible menus and features. Users can be limited to individual buildings, departments, or organizational levels.

**Interval Data Tracking.** Track meter interval data (15, 30, or 60-minute intervals) from vendor meters or from internal submeters or data loggers. Many options for charting, auditing, aggregating, and analyzing.

**Split Bills by Percentages.** Automatically split bills for shared facilities. Example: Public Safety Building is charged 60% to Police Dept and 40% to Fire Dept. Split each actual bill into two 'virtual bills' for reports and general ledger chargebacks.

**Chargebacks.** Create monthly cost and use allocation bills from meter readings or virtual formulas. Most often used on university campuses, military installations, or property management companies to create chargeback 'invoices' for reimbursable, tenant, or self-supporting activities. Submeter readings can be keyed or imported from metering systems or BAS. Virtual formulas can be created using advanced logic.

**Bill Import.** Ability to import every line item on a bill using flat file formats. Import thousands of bill records at one-time. Mapping capability to line file columns to bill observation types.

**Accounting Integration.** Export bills to Accounts Payable or General Ledger. After entry and approval, export bill records to an intermediate file. The intermediate file is then imported into an A/P or G/L system for payment. System is used as a 'smart front end' on the A/P system; one that performs detailed bill verification/auditing, while at the same time capturing bill details for energy management purposes.

**Accruals.** Create estimated bills (accruals) based on actual historical bills when it's necessary to 'fill up' an accounting period with data. Accrued bills can be exported to G/L and then reversed after close-out or when the actual bill is received. Alternatively, an Accrual Report (included in all versions) based on daily costs can be used in place of the full Accrual module when a simple year-end estimate of not-yet-received bills is required.

**Cost Avoidance.** Calculates the cost avoidance (the dollar savings) attributable to energy management projects by comparing today's bills with a pre-retrofit 'baseline' year. Comparisons are automatically adjusted for billing period length, weather, energy unit prices, and other variables in accordance with the U.S. Department of Energy's 'whole building method' of energy savings measurement & verification (see [www.EVO-World.org](http://www.EVO-World.org)).

**Calendarization & Normalization.** Calendarization splits bills into the appropriate calendar months by estimating the cost and usage attributable to the portion of the bill that falls in each month. The Normalization process begins with calendarized usage data and then adjusts weather sensitive meters for the degree days in the user-selected weather normalization year to compare year-to-year usage more accurately.



**Dashboards.** Create custom dashboards for tracking of key performance metrics. Library of filterable widgets to choose from. Mapping capabilities using Google™ maps. Share dashboards to other users with ability to get an iframe link for dashboards to embed into websites for public access.

**Bill Entry Service.** Option for automated bill entry using industry leading technology to receive, process, and enter bills into the system. Ability to process paper, pdf, flat file, and EDI bills delivered via mail, ftp, email, vendor websites, or website upload.

Available REST API to extract and utilize utility data and/or to interact with other applications.

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