

Maiker Housing Partners

Request for Proposals

RFP# 21-007

Village of Greenbriar Apartment Improvements



Maiker
Housing Partners

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1.0 ABOUT MAIKER HOUSING PARTNERS

Adams County Housing Authority dba Maiker Housing Partners, serves Adams County residents for whom conventional housing is unaffordable. We assist individuals, families, seniors, and persons with disabilities throughout all of Adams County, including the rural and unincorporated areas. Our goal is to provide these households with quality, affordable housing options while supporting their efforts to achieve economic self-sufficiency.

Our programs and services include the following: Public Housing, Housing Choice Voucher Program, Housing Counseling, Family Self-Sufficiency Program (FSS), Financial Assistance Programs (rent/mortgage and utilities assistance), and a Homeownership Program. We also own and manage several affordable multi-family apartment communities throughout the county. The Agency owns and manages 1932 units, associated in partnerships on another 1484 units, which most are available at or below market rents, and we supply 1460 Section 8 Housing Choice Vouchers.

The Housing Authority is an independent public corporation authorized by the State under the Colorado Revised Statutes §29-4-501. It is governed by a seven-person Board of Commissioners and is subject to the requirements of the Code of Federal Regulations CFR 2§200.317 - §200.326; Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and 40 CFR §247 Comprehensive Guidelines for Products Containing Recovered Materials. Maiker is a body corporate and politic agency, which was officially organized in 1974 and has been an approved housing counseling agency since 1978 by the U. S. Department of Housing and Urban Development (HUD). Though brought into existence by a resolution of the Adams County Board of Commissioners, Maiker is a separate entity and operates independently of the Adams County, Colorado government.

In keeping with its mandate to provide efficient and effective services and a safe environment, Maiker is now soliciting proposals from qualified, licensed, and insured firms to provide services for Maiker owned communities while remaining in compliance with State and local laws, federal regulations, guidelines and requirements. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined and any designated attachments within this document in its entirety.

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2.0 RFP INFORMATION AT A GLANCE

MAIKER CONTACT PERSON	Kirk Kemp Procurement Specialist kkemp@maikerhp.org
QUESTION AND ANSWER DEADLINE	Thursday June 10th, by 3:00PM MST Questions <u>must be submitted in writing</u> on provided Request For Information form, Attachment A, to: kkemp@maikerhp.org
SUBMISSION DEADLINE	Thursday June 24th by 3:00 PM M.S.T. Attn: Procurement Specialist Respondents will provide Procurement Officer access to electronic drop box of respondent's choice for proposal. OR Email submissions are acceptable provided all attachments are sized to be sent/received by email.
PROPOSAL SUBMISSION REQUIREMENTS	Electronically formatted proposals must be clearly identified and divided according to the RFP Section 9 Proposal Format: <ul style="list-style-type: none">▪ Part 1 – Required Attachments▪ Part 2 – Section 3 and Equal Opportunity▪ Part 3 – Personnel and Resumes▪ Part 4 – Capacity and Viability▪ Part 5 – Proven Past Performance▪ Part 6 – Fiscal Capacity▪ Part 7 – Pricing and Proposed Services
ORAL INTERVIEWS	Interviews <u>may</u> be held for top ranked proposers. If interviews are conducted, Maiker will notify those proposers of time and date.

3.0 MAIKER'S RESERVATION OF RIGHTS:

- 3.1 Maiker reserves the right to reject any or all proposals, to waive any formality in the procurement process, or to terminate this procurement process at any time, if deemed by Maiker to be in its best interests.
- 3.2 Maiker reserves the right not to award a contract pursuant to this RFP solicitation.
- 3.3 Maiker reserves the right to terminate a contract awarded pursuant to this procurement, at any time for its convenience upon 10 days written notice to the successful responder(s) as further described in such contract.
- 3.4 Maiker reserves the right to determine the days, hours, and locations that the successful responder(s) shall complete the work called for in this RFP.
- 3.5 Maiker reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of Maiker Procurement Specialist.
- 3.6 Maiker reserves the right to negotiate the fees proposed by the proposed entity.
- 3.7 Maiker reserves the right to reject and not consider any proposal that does not meet the requirements of this procurement, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 3.8 Maiker shall have no obligation to compensate any proposer for any costs incurred directly or indirectly in responding to this RFP.
- 3.9 Maiker shall reserve the right to at any time during the procurement or contract process prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accepting this procurement document and the attachments, each responder is thereby agreeing to abide by all terms and conditions listed within this document, within the attachments and further agrees that he/she will inform Maiker in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by Maiker that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve Maiker, but not the prospective responder, of any responsibility pertaining to such issue.

4.0 INTRODUCTION: Adams County Housing Authority, d/b/a Maiker Housing Partners, is seeking a contractor for construction management and general contractor services to perform rehab services and community amenity upgrades at Village at Greenbriar Apartments located at 8290 Federal Blvd, Westminster, Colorado. Maiker has procured KTG Y as the architectural design firm who will work collaboratively with our General Contractor throughout the project. The estimated budget will be \$3M and is subject to change as design and preconstruction progresses. Maiker estimates approximately 6-month construction period commencing January 2022. An ariel site plan of The Village of Greenbriar Apartments is included in this RFP as **Attachment B**.

5.0 SCOPE OF WORK (SOW): The project rehab is focused on community amenities and common area space with limited renovations to individual units. Planned upgrades and renovations include:

- Renovate the community room to improve accessibility and add an addition or new building.
- Replace the pool, fence, and surrounding area.
- Install a new irrigation system.

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- Remove and upgrade landscaping.
- Upgrade the current maintenance building.
- Build an additional maintenance building/shed.
- Replace walkways, retaining walls and railings.
- Install a new playground and dog run.
- Improve, add, and replace all site lighting.
- Replace balcony railings on units.
- Repair and replace the fascia.

Pre-Construction Services: Maiker anticipates conducting preconstruction services between the time of Contractor selection and construction begins in early 2022. Contractor shall review the intended project scope, provide cost estimation services, recommend scope alternatives, and work collaboratively with Owner, Architect, and any Owner's Representative, if any, to determine the final project scope, budget and schedule.

The following is a list of services that will be required from the General Contractor:

- Participate in concept development and provide initial cost estimate based on initial design.
- Prepare cost estimates during the design development and construction documents phases of the project.
- Assist Owner and Architect in refining the scope of improvements.
- Assist in value engineering of the project components and prepare a detailed itemized VE list.
- Participate in OAC meetings with team.
- Prepare a detailed construction schedule identifying the major tasks to complete the project.
- Prepare a preliminary/initial Guaranteed Maximum Price proposal at a time to be determined.

Construction Management: The selected Contractor will be required to provide all construction management activities including, but not limited to, the following:

- Management and supervision of all construction related activities and subcontractors.
- Coordination of all change orders and associated activities.
- Coordination of construction progress meetings with Architect and Owner team.
- Coordination of all trades, subcontractors, consultants, and other disciplines.
- Coordination and scheduling with all municipal agencies, permitting entities, and other public and private entities necessary to complete the project.
- Coordination with public utilities as required.
- Prepare project timelines and budget to be updated monthly.
- Coordination of all project manuals, warranties, and documentation.
- If Maiker engages an Owners Representative, Contractor will work collaboratively with the selected firm.

Project Close-Out Requirements: Upon completion of the project, Contractor will provide appropriate documentation including, but not limited to, the following:

- As-built drawings
- Certificate of Occupancy
- Inspection certifications
- Operations and maintenance manuals both hard copies and electronic
- Warranties and guarantees applicable to all appliances, equipment, and materials.
- Warranty work for a minimum of one (1) year
- Unconditional Releases from Contractor and Subcontractors

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- Certified project accounting documents, as required by Maiker
- Possible trainings to Owner for major systems

6.0 COMPLIANCE: All items furnished must comply in all respects to the standards and regulations established by Federal and Colorado State Laws. Vendor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1837(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Environmental Protection Agency regulations (40 CFR), and OSHA Enforcement Procedures for Occupational Exposure to Blood borne Pathogens Standard (29 CFR 1910.1030).

7.0 PRICE AND FEE GUIDELINES:

7.1 Proposed Costs All-Inclusive: All proposal amounts are inclusive of all related costs that the responder will incur during the execution of the contract and must include all costs to the proposer.

7.2 Tax Exempt: Maiker is exempt from state sales and use tax and as such, the pricing should take into consideration the tax ex-exempt nature of Maiker.

7.3 Permit Fees and Inspections: IF permit fees and inspections are connected with work resulting from this RFP, the contractor will be required to obtain any required permits and to ensure the completion of any inspections. Maiker will reimburse, at cost, the permit fees.

7.4 Trip Charges: Proposers may not include a per trip charge(s). Proposers will need to calculate transports to and from each location as part of their overall costs and include as part of the submission.

7.5 Additional Materials/Supplies/Equipment/Services: It is possible that Maiker will require additional materials/Supplies/Equipment/Services in support of the contract. In such cases, Maiker and the Contractor will work together to achieve a mutually agreeable solutions and fees.

7.6 Inspection of Records: The Contractor shall maintain at the Contractor's designated main office, all records, and reports for the three (3) years following the expiration of termination of the contract. Files and documents related to installation at Maiker properties must be made available for inspection by the agency, its representatives, or HUD during normal business hours upon a twenty-four (24) hours written notice. If applicable, Maiker has the right to review Contractor employee's personnel records as pertaining to the Contract.

7.7 Contractor Liability: Damages caused by the Contractor or Contractor's employees while performing the services provided herein shall be the responsibility of the contractor and limited to the subsequent repair or replacement at owner's option of said damages or damaged property.

7.8 Davis-Bacon: Davis-Bacon Wage requirements are not required for this project.

8.0 PROPOSAL FORMAT: Electronic Format Submittal: All proposals must be formatted with the sequence below to be considered responsive. Each PART must be separated and labeled with the corresponding part reference, noted below. None of the proposed services may conflict with any requirement Maiker has published herein or has issued by addendum.

8.1 PART 1: Required Attachments: The following attachments must be fully completed, signed and submitted under Part 1, except where noted. Attachments must be submitted in the order they are listed below.

- 8.1.1 **Attachment C: Profile of Firm.** This 2-page form must be fully completed. Please indicate if the firm is a MBE or WBE.
- 8.1.2 **Attachment D: Contractor's Certification of Compliance.** This form must be submitted under PART 1.
- 8.1.3 **Attachment E: Non-Collusive Affidavit.** This form must be submitted under Part 1.
- 8.1.4 **Attachment F: HUD Form HUD 5396C Certifications and Representations of Offerors.** **NOTE:** This form must be filled out, signed, and submitted under Part 1.
- 8.1.5 **Attachment G: Form HUD 5369B Instruction to Offerors Non-Construction.** **NOTE:** *This form is for informational purposes only. Responders understand and agree to the requirements. There is no need to sign or include this form with your submittal.*
- 8.1.6 **Subcontractors:** Please provide a description of services which are anticipated to be subcontracted and provide similar experience and capacity information for any subcontractors. The responder selected for final award will be required to submit a "Profile of Firm" form for any subcontractor performing 10% or more of the work.

8.2 PART 2: Section 3 and Equal Employment Opportunity

- 8.2.1 **Attachment E: Section 3 Business Preference Documentation:** For any responder claiming a Section 3 Business Preference, please submit **Attachment H** – Section 3 Business Preference Certification Form, and any documentation required by that form. If no Section 3 preference is claimed, please include under Part 2 a signed and dated statement saying "SECTION 3 BUSINESS PREFERENCE IS NOT BEING CLAIMED."

Further information regarding Section 3 Business Preference may be found at the HUD website: <http://hud.gov/offices/fheo/section3/section3.cfm>

- 8.2.2 **Equal Employment Opportunity:** The responder must submit a copy of its Equal Opportunity Employment Policy, and any documentation it believes substantiates the declaration. I.E. practice and history of employing minorities and/or women in professional positions.

8.3 PART 3: Personnel and Resumes: Responder must submit under Part 3 a concise description of its managerial capacity to deliver the proposed contract work/services, including:

- 8.3.1 **Resumes:** Brief professional resumes for the persons identified in Profile of Firm, Attachment B, and any personnel that may be associated with work for Maiker Housing Partners. Such information shall include the proposer's qualifications to provide the services, and a brief description of the background and current organization of the firm and major employees, if any.

8.4 PART 4: Capacity and Viability: Responder must submit under Part 4 a concise description of its standing and capacity to deliver the proposed work/services. Information is confidential and will not be forwarded or shared with anyone outside the Maiker selection committee.

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- 8.4.1 Overview:** Brief general overview of firm's history and services that includes years in business and number of clients.
- 8.4.2 Workload:** Please indicate the proposer's current workload and ability to duties related to the requirements needed in work related to this RFQ.
- 8.4.3 Capacity:** Ability of proposer to successfully fulfill the requirements as outlined in Section 5.0 Scope of Work (SOW).
- 8.5 PART 5: Proven Past Performance:** Proposer must submit under Part 5 the following information:
- 8.5.1 Past Experience:** Please submit under Part 5 past work that closest reflects (if any) experience with Low-Income, Affordable Housing, Multi-Family Housing, or past work with other Housing Authorities.
- 8.5.2 References:** Proposers shall submit references of five (5) clients, include Public Housing Agencies, experience with low-income and affordable housing, for whom the proposer has performed similar or like services to those being proposed within this RFQ. References should include, at a minimum: 1) Clients Name, 2) Name, phone and email of Contact Person, and 3) A brief description of the Scope of Services for clients:
- 8.5.3 Additional Information:** Proposers may include other general information that the proposer believes is appropriate to assist Maiker in its evaluation.
- 8.6 PART 6: Fiscal Capacity and Viability:** Responder must submit under Part 6 a concise description of its fiscal standing and capacity to deliver the proposed work/services. Evidence of fiscal capacity is demonstrated by including one copy of the most recent year-end financial statement. Information is confidential and will not be forwarded.
- 8.7 PART 7: Pricing and Proposed Services:** Please submit **Attachment I** Form of Bid, under Part 7 showing the proposed pricing. As more fully detailed within Attachment A, Scope of Work, Proposers shall also include information concerning the proposed services that illustrate.
- 8.7.1** Has a demonstrated understanding of the Housing Authority's requirements.
- 8.7.2** If appropriate, how staff are screened, trained, monitored and retained.
- 8.7.3** Proposed Quality Control Program.
- 8.7.4** Explanations and copies of forms that will be used and reports that will be submitted.

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9.0 PROPOSAL SUBMISSION

- 9.1 Submission Documents:** Submissions must clearly denote the above noted RFQ number and must have the responder's name and return address. The proposal must be submitted by Thursday, June 24th, 2021 by 3:00 PM MST

Proposals submitted after the published deadline will not be considered.

- 9.2 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Responders are not allowed to change any requirements or forms herein, either by making or entering on these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to Maiker by the Responder, such may invalidate that Proposal. If, after accepting a proposal Maiker decides that any such entry has not changed the intent of the proposal, that Maiker intended to receive, Maiker may accept the proposal and the proposal shall be considered by Maiker as if those additional marks, notations, or requirements were not entered on such. By downloading these documents, each prospective Responder that does so is thereby agreeing to confirm all notices that Maiker delivers to him/her as instructed, and by submitting a Proposal, the Responder is agreeing to abide by all the terms and conditions published herein and by addendum pertaining to this procurement.
- 9.3 Submission Responsibilities:** It shall be the responsibility of each Responder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by Maiker, including this procurement document, the documents listed within Section 3.6, and any addenda and required attachments submitted by the Responder. By virtue of completing, signing, and submitting the completed documents, the Responder is stating their agreement to comply with all the conditions and requirements set forth within those documents. Written notice from the Responder not authorized in writing by Maiker to exclude any of Unison requirements contained within the documents may cause that Responder to not be considered for award. Responders shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting the proposal. Failure to examine any requirements shall be at Responder's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.
- 9.4 Contact with Maiker:** It is the responsibility of the responder to address all communication and correspondence pertaining to the procurement process to the Maiker Procurement Specialist only. Responders must not make inquiry or communicate with any other Maiker staff member or official (including members of the Board of Commissioners) pertaining to this procurement without prior permission from the Procurement Officer. Failure to abide by this requirement may be cause for Maiker to not consider a submittal received from the responder.

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10.0 EVALUATION:

10.1 Criteria: Maiker intends to retain the successful responder pursuant to a “Best Value” basis, not necessarily a “Low Cost” basis. Maiker will, as detailed within this document, consider factors other than cost in making the award decision. The initial evaluation will be reviewed for responsiveness as stated in 8.0 Proposal Format, i.e. meets the minimum requirements. Maiker shall then select a panel of at least three reviewers to evaluate each of the proposals submitted in response to this procurement. The following criteria will be utilized by Maiker to evaluate each submittal received:

MAX POINT VALUE	CRITERIA
15	PERSONNEL AND RESUMES - PART 3
15	CAPACITY AND VIABILITY - PART 4
30	PROVEN PAST PERFORMANCE - PART 5
10	FISCAL CAPACITY AND VIABILITY - PART 6
30	PRICING AND PROPOSED SERVICES – PART 7
100 points	TOTAL

10.2 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the Maiker evaluation panel. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the evaluation panel.

11.0 CONTRACT AWARD AND PROCEDURES: If a contract is awarded pursuant to this procurement, the following procedures will be followed:

11.1 Equal Proposals: If equal proposals are received from responsive responders, award may be determined by an interview process.

11.2 Final Scope of Work: The final scope of work may be revised at Maiker’s option based on, among other factors, the value of proposals received, and the availability of funds.

11.3 Final Award: Upon completion of the proposal evaluation process, Maiker will formulate and forward to the Maiker Executive Director (ED) for approval, a written award recommendation. The ED may choose to approve the award or the Maiker ED may approve staff to take the award recommendation to the Maiker Board of Commissioners at a scheduled board meeting for approval (typically for contracts with a total value greater than \$50,000). If so, the Board will then make its determination of whether or not to follow staff’s recommendation. If the recommendation is approved for award, all responders will receive a Notice of Results of Proposal. Contract price negotiations may, at Maiker’s option, be conducted prior to or after the Board approval.

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11.4 Protesting Award: Any protest against the award of a contract must be received within five (5) calendar days after contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at their discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. The Contracting Officer shall issue a written decision within five (5) business days after receiving all required information regarding the protest.

11.5 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by Maiker pursuant to the procurement:

11.5.1 Contract Form: The form of contract will be negotiated after Contractor selection. Maiker reserves the right to require a contract on Maiker forms, and by submitting a proposal, the responder agrees to execute Maiker's form of contract. However, Maiker will consider any contract clauses that the responder wishes to modify and include therein, provided the responder makes such requests within 3 business days of the circulation of a form of contract. If Contractor and Maiker are unable to negotiate a contract within 5 business days of initial contract circulation, Maiker reserves the right to deem the initially selected contractor ineligible and initiate negotiations with another responder.

11.5.2 Assignment of Personnel: Maiker shall retain the right to demand and receive a change in personnel assigned to the work if Maiker believes that such change is in the best interest of Maiker and the completion of the contracted work.

11.5.3 Unauthorized Sub-Contracting Prohibited: The successful responder shall not assign any right, nor delegate any duty for the work proposed pursuant to this procurement (including but not limit to, selling or transferring the contract) without the prior written consent of Maiker. Any purported assignment of interest or delegation of duty, without the prior written consent of Maiker shall be void and may result in the cancellation of the contract with Maiker, or may result in the full or partial forfeiture of funds paid to the successful proposal as a result of the proposed contract as determined by Maiker

11.6 Contract Period: Successful contractors will begin work in accordance with a schedule mutually agreed upon by Contractor and Maiker.

11.7 Contract Service Standards: All work performed pursuant to this procurement must conform and comply with all applicable local, state, and federal laws.

11.8 Warranty/Guarantee: All work provided by the Contractor shall be warranted or guaranteed by that Contractor for a period of the contract including any optional extensions in the contract.

12.0 LICENSING AND INSURANCE: Prior to award, the successful responder will be required to provide:

12.1 Workers Compensation: An original certificate evidencing the responder's current industrial (workers compensation) insurance carrier and coverage amount.

12.2 General Liability: An original certificate, evidencing "General Liability" insurance coverage, naming the Maiker as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Housing Authority of the County of Adams, State of Colorado, as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general

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aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$1,000,000 and medical expenses of any one person of \$100,000), with a deductible of not greater than \$1,000.

12.3 Automotive: An original certificate showing the responder's automobile insurance coverage in a combined single limit of \$1,000,000.00. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000.00/\$100,000.00 and medical pay of \$5,000.00.

12.4 Licenses: A copy of the responder's business license allowing that entity to provide such series within the County of Adams, Colorado or any local municipality located within the County of Adams, Colorado. Additionally, if applicable, a copy of the responder's license issued by the State of Colorado or the municipal licensing authority allowing the responder to provide the services in their jurisdiction detailed herein.

12.5 A copy of the W-9.

13.0 BILLING AND PAYMENTS: Invoices shall be submitted as soon as available upon completion of work. Maiker payment terms are net 30 days, after receipt of invoice.

14.0 SCHEDULE OF ATTACHMENTS: It is the responsibility of each bidder to verify that he/she has reviewed the following attachments pertaining to this procurement:

- | | |
|---------------------|--|
| Attachment A | Request for information |
| Attachment B | Village of Greenbriar Site Plan |
| Attachment C | Profile of Firm |
| Attachment D | Contractor's Certification of Compliance |
| Attachment E | Non-Collusive Affidavit |
| Attachment F | Certifications and Representations of Offerors |
| Attachment G | Instructions to Offerors – Non-Construction |
| Attachment H | Section 3 Certification |
| Attachment I | Form of Bid |