

MAIKER HOUSING PARTNERS

Request For Qualifications

RFQ 22-027

Architectural/Engineering (A/E) Related Services
Design and Construction



Maiker
Housing Partners

PLEASE NOTE:

This RFQ is for two separate projects:
A - Site at Bromley and Chambers, Brighton, CO
B - 12800 Claude Court, Thornton, CO

Please be sure specify on Attachment C if you are submitting for Project A, Project B, or Both.

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1.0 ABOUT THE MAIKER HOUSING PARTNERS AUTHORITY

Maiker Housing Partners Authority, (Maiker), 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, Section 8 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 1508 units, associated in partnerships on another 908 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 Title 24 of the Code of Federal Regulations (CFR). 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, and insured Architects 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.

2.0 RFQ INFORMATION AT A GLANCE

| | |
|--------------------------------|--|
| MAIKER CONTACT PERSON | Kirk Kemp Procurement Specialist kkemp@maikerhp.org |
| Q & A DEADLINE | Friday, May 27th, by 3:00 pm Questions must be submitted in writing on provided Request for Information Form, Attachment I , to kkemp@maikerhp.org |
| SUBMISSION DEADLINE | Friday, June 10th, by 3:00 PM Kirk Kemp, kkemp@maikerhp.org or BidNet Direct Email submissions are acceptable provided all attachments are sized to be sent/received by email. there is no size limit if submitted to Bidnet Direct. |
| SUBMISSION REQUIREMENTS | Electronically formatted proposals must be clearly identified and divided according to the RFQ Section 9.0 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 – Overview of Firm▪ Part 5 – LITHC and Green Building Experience▪ Part 6 – References▪ Part 7 – Capacity of Firm▪ Part 8 - Personnel |
| 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 RFQ process, or to terminate the RFQ process at any time, if deemed by Maiker be in its best interests.
- 3.2 Maiker reserves the right not to award a contract pursuant to this RFQ.
- 3.3 Maiker reserves the right to terminate a contract awarded pursuant to this RFQ, 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 RFQ.
- 3.5 Maiker reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of Maiker Procurement Officer (PO).
- 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 RFQ, 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 in responding to this RFQ.
- 3.9 Maiker shall reserve the right to at any time during the RFQ 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 the RFQ 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

The Adams County Housing Authority d/b/a Maiker Housing Partners (Maiker) invites qualified architectural/engineering (A/E) firms to submit proposals to provide professional services for the design and construction of a new affordable housing community projects located in Adams County, Colorado. This RFQ is for two separate projects:

- A - Site at Bromley and Chambers, Brighton, CO
- B - 12800 Claude Court, Thornton, CO

Please be sure to specify on Attachment C if you wish to be considered for Project A, Project B, or Both.

5.0 SCOPE OF WORK (SOW): The scope of work for these two projects can be found in this RFQ in the following two attachments.

- A - Site at Bromley and Chambers, Brighton, CO – **Attachment A**
- B – 12800 Claude Court, Thornton, CO – **Attachment B**

You must indicate on **Attachment C** which project(s) you wish to be considered for.

6.0 ADDITIONAL TERMS

- 6.1 Personnel & Equipment:** Contractor agrees to furnish all equipment and fully trained personnel necessary to perform the services specified herein and agree to perform said services in a timely, professional, and workmanlike manner. The contractor may not sub-contract services to a third party without written consent from Maiker Procurement Officer.
- 6.2 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.
- 6.3 Contract Term:** The time for completion will be determined in collaboration with contractor prior to contract execution. Maiker anticipates pre-development activities (as built, limited design, CDs) to be completed as quickly as is practical, within 3 months.
- 6.4 Inspection of Records:** The Contractor shall maintain at the Contractor's designated main office, all records, and reports for the five (5) 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 twenty-four (24) hours written notice. If applicable, Maiker has the right to review Contractor employee's personnel records as pertaining to the Contract.

7.0 COMPLIANCE

- 7.1 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).

8.0 PRICE AND FEE GUIDELINES

- 8.1 Proposed Costs All-Inclusive:** All proposal amounts are inclusive of all related costs that the responder will incur. This can be as a percentage of project costs or estimated fee.
- 8.2 Reimbursable Expenses:** Contractor should clearly specify anticipated reimbursable expenses in the proposal, including the type of expense, the basis of reimbursement, any applicable unit costs, and the specified allowances. Third party costs, such as for reproduction services, will be reimbursed at cost. All transportation to and from the project site is assumed to be included in Contractor's specified fee, and there will be no reimbursement for mileage expense.
- 8.3 Tax Exempt:** Maiker is exempt from sales and use tax and as such, the pricing should take into consideration the tax-exempt nature of Maiker.
- 8.4 Billing and Payments:** Invoices shall be submitted monthly and no more than 30 days after completion of work. Maiker payment terms are net 30, after receipt of invoice. Contractor agrees to submit invoices on a day of the month at Maiker's choosing.

9.0 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.

9.1 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.

- 9.1.1 Attachment D: Profile of Firm.** This 2-page form must be fully completed. Please indicate if the firm is an MBE or WBE.
- 9.1.2 Attachment E: Contractor's Certification of Compliance.** This form must be submitted under PART 1.
- 9.1.3 Attachment F: HUD Form HUD 5396C Certifications and Representations of Offerors.** **NOTE:** This form must be filled out, signed, and submitted under Part 1.
- 9.1.4 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.*

9.2 PART 2: Section 3 and Equal Employment Opportunity

- 9.2.1 Attachment H: Section 3 Business Preference Documentation:** For any responder claiming a Section 3 Business Preference, please submit Attachment E – Section 2 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>

- 9.2.2 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.
- 9.3 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:
- 9.3.1 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.
- 9.4 Part 4: Overview of Firm:** Provide a statement of qualifications and or narrative explaining proposing firm's experience relevant to the project contemplated by this RFQ. Topics to consider include:
- 9.4.1** History and size of firm
 - 9.4.2** Resumes of key personnel
 - 9.4.3** Experience in working with affordable housing providers or housing programs,
 - 9.4.4** Experience with projects of similar size, scope.
 - 9.4.5** Local Colorado experience, including within City of Thornton and Brighton.
- 9.5 Part 5: LIHTC & Green Building Experience:** Provide information regarding the proposing firm's experience managing and constructing projects in compliance with requirements consistent with Low Income Housing Tax Credits (LIHTC) and Enterprise Green Communities.
- 9.5.1 Projects**
Provide information regarding specific projects of similar size and scope for which proposer acted in a similar capacity as required by this RFQ.
- 9.6 Part 6: References:** The proposer shall provide a list and contact information of at least three (3) former or current clients for whom the proposer has performed similar or like services to those being proposed herein. References may be contacted before a selection decision will be made.
- 9.7 Part 7: Capacity of Firm**
- 9.7.1** Demonstrate that proposer has the resources or ability to retain the resources to provide the scope of the work.
 - 9.7.2** The responder may include hereunder any other general information that the responder believes is appropriate to assist Maiker in its evaluation.
 - 9.7.3** Provide a statement as to the proposing firm's current workload and ability to perform this Project within the timeframes required.

9.8 Part 8: Personnel:

- 9.8.1** Demonstrate staffing capacity and describe the responsibilities and authority for each working title that will apply to the execution of the work.
- 9.8.2** Provide a description of services, which are anticipated to be subcontracted, and provide similar experience and capacity information for any subcontractors.

10.0 PROPOSAL SUBMISSION

- 10.1 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 Friday, June 10th, 2022, by 3:00 PM

Proposals submitted after the published deadline will not be considered.

- 10.2 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 RFQ.

- 10.3 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 the RFQ 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 Maiker 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.

- 10.4 Responders Responsibilities-Contact with Maiker:** It is the responsibility of the responder to address all communication and correspondence pertaining to the RFQ process to the Maiker Procurement Office 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 RFQ 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.

10.5 Accuracy: By submitting a proposal, you certify that all information provided in response to this RFQ is true and accurate. Failure to provide information requested by this RFQ will ultimately result in rejection of the proposal. If you fail to submit all information requested, MAIKER may require prompt submission of missing information after the receipt of your proposal.

11.0 EVALUATION CRITERIA:

11.1 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 9.0 *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 RFQ. The following criteria will be utilized by Maiker to evaluate each submittal received:

11.2 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 Maiker evaluation panel.

11.3 Evaluation of Proposals: Evaluation Criteria: Responses will be evaluated by Maiker using the following criteria:

11.3.1 Expertise, experience, and qualifications of the A/E’s firm and personnel in each discipline that may provide services relevant to the project. Identification and statement of qualifications of the architects, engineers, consultants, and project team members who will be assigned to the project for actual “hands on” work, as well as the principal assigned to the project for oversight responsibilities. Please identify the chain of command and responsible staff.

11.3.2 Proposed costs of A&E services. This can be as a percentage of project costs or estimated fee. Please include a listing of services to be performed and time frames associated with each phase of development. Please include assigned personnel and hours associated with each phase. In addition, please include an hourly rate schedule for assigned team members, rates for reimbursable expenditures, rates for faxes, copies, and drawing reproductions.

11.3.3 Special expertise, experience, and qualifications of the firm and proposed consultants to provide services described in the scope of services. Experience with mixed use residential and retail development, municipal approvals including those specific to the City of Thornton.

11.3.4 Expertise and experience of the A/E in providing services on other affordable housing projects or on projects of similar size, scope, and features.

11.3.5 A/E’s recent (past 3 years) experience/history in designing projects within the established “Design-not-to exceed” budget. Cost performance record shall indicate project, contact design person for each project, budgeted cost, actual cost, number of

change orders, change order cost, and comparison of actual final cost vs. budgeted cost in %.

11.3.6 Level of familiarity, knowledge, and experience with Multi-Family Green Building Standards and green building materials, including past successes.

11.3.7 Geographic location of the A/E's office where work will be performed in relation to the project location(s). The firm should indicate a street address of the office(s) proposed to handle the work and an estimation of the travel time between that office(s) and the Owner's location.

11.3.8 Generally, MAIKER will consider the A/E's overall suitability to provide the services for the project within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the A/E's previous clients, references, and others.

11.3.9 MAIKER will also consider the A/E's overall ability and willingness to provide flexible payment terms, considering cash flow limitation tied to approvals of lenders, funders, and tax credit allocations.

11.3.10 The A/E is encouraged to utilize Minority and Women Owned Business Enterprises in their contracts or subcontracts.

12.0 SELECTION PROCESS: If a contract is awarded pursuant to this RFQ, the following procedures will be followed:

12.2 AWARD OF CONTRACT: Maiker *may* engage in individual discussions and interviews with each fully qualified, responsible, and suitable A/E's based on initial responses, and with professional competence to provide the required services. Repetitive informal interviews may be requested at the owner's discretion. You are encouraged to elaborate on your qualifications, cost management, performance data, and staff expertise relevant to the proposed contract. Proprietary information from competing proposals will not be disclosed to the public or to competitors.

12.3 At the conclusion of any informal interviews, based on evaluation factors published in this Request for Proposal and all information developed in the selection process, Maiker shall rank at its sole discretion and in the order of preference, each A/E firm whose professional qualifications and proposed services are deemed most meritorious.

12.4 Negotiations shall then be conducted with the A/E ranked first to establish an acceptable contract. A contract award will be made to that A/E provided Maiker accepts/agrees to the project fee and scope of services offered. Otherwise, negotiations with the A/E ranked first shall be formally terminated and negotiations conducted with the A/E ranked second, and so on, until such a contract is negotiated at a fair and reasonable rate and the contract agreed to.

12.5 MAIKER may cancel the Request for Proposals or reject any proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should Maiker determine in writing and in its sole discretion that only one A/E Firm is fully qualified, or that one A/E Firm is clearly more highly qualified than the others under consideration, a contract may be negotiated with and awarded to that A/E firm. The issuance of this solicitation does not obligate Maiker to pay any costs

incurred by any A/E in connection with 1) Preparation and presentation of an award; 2) Any supplement or modification of this invitation to present; or 3) Negotiation with MAIKER or other parties arising out of or relating to this solicitation or the subject matter of this solicitation.

12.6 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.

13.0 CONTRACT CONDITIONS: The following provisions are considered mandatory conditions of any contract award made by MAIKER pursuant to the RFQ:

13.2 Contract Form: The form of contract will be negotiated after Contractor selection. Maiker reserves the right to require a contract on Maiker's form, 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 Maiker's 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.

13.3 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.

13.4 Unauthorized Sub-Contracting Prohibited: The successful responder shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (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.

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

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

13.7 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.

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

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

14.3 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 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.

14.4 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.

14.5 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.

14.6 A copy of the W-9.

15.0 SCHEDULE OF ATTACHMENTS

It is the responsibility of each bidder to verify that he/she has reviewed the following attachments pertaining to this RFQ:

- Attachment A** Scope of Work – Bromley and Chambers, Brighton, CO
- Attachment B** Scope of Work – 12800 Claude Court, Thornton, CO
- Attachment C** Project Choice Form
- Attachment D** Profile of Firm
- Attachment E** Contractor’s Certification of Compliance
- Attachment F** Certifications and Representations of Offerors
- Attachment G** Instructions to Offerors Non-Construction
- Attachment H** Section 3 Certification
- Attachment I** Request for Information