

**CITY OF EAST PROVIDENCE
REQUEST FOR PROPOSALS
BID NO. EP15/16 - 25**

**FEASIBILITY STUDY TO ANALYZE RESTORATION OR REPLACEMENT
OF EAST PROVIDENCE HIGH SCHOOL**

RFP: Submittal Date Deadline: Tuesday, August 30, 2016, 2:00 PM

RFP Submissions shall be submitted to:

Office of the City Manager
City Hall, Room 102
145 Taunton Avenue
East Providence, RI 02914

I. INTRODUCTION, BACKGROUND AND OBJECTIVES:

The City of East Providence ("City") is seeking qualified Architectural firms to submit proposals for a feasibility study to analyze, provide findings and make recommendations pertinent to the question of whether the City of East Providence should restore and renovate or replace the existing East Providence High School with a new state-of-the-art facility.

This RFP is solely associated with the completion of the feasibility study. However, the City may elect to award additional work beyond the scope outlined below if deemed by the City as important to the overall success of the project. Such additional scope may include but not be limited to; Educational Planning, Architectural and Engineering Design, Documentation and Contract Administration (CA) services.

The information set forth herein or provided at the pre-proposal meeting is for informational purposes only. The City makes no representation or warranties as to the accuracy or completeness of the information and all offerors shall at all times remain responsible for verifying any facts or circumstances upon which their proposal is based.

II. BACKGROUND:

East Providence High School opened its doors in 1952 as East Providence Senior High School, replacing the original 1884 high school building located on Broadway. Designed for a student population of 1,500 students, it was and remains the largest single high school in the State. At the time it was built, East Providence High School was one of the first modern high schools in Rhode Island that deviated from previously accepted architectural styles associated with school building design at the time. Amenities such as a modern cafeteria, an auditorium that accommodated up to 1,000 occupants, a competition 25 yard swimming pool with adjoining training facilities and full size gymnasiums were part of the school's design. During construction of the school, an iconic stand-alone clock tower was built on campus which has since become a

symbol of East Providence High School. In 1999, a new wing was built and the existing cafeteria expanded.

Sharing the high school's campus is the City's Career and Technical Center (CTC) which is home to various vocational and technical programs. Various EPHS students attend classes in the CTC. The property includes several parking lots that together accommodate approximately 450 vehicles.

The physical condition of the high school has experienced marked physical deterioration over the course of the last two decades that have primarily been the result of deferred maintenance. Several building elements have reached conditions that require immediate or near immediate resolution. As part of a broader RIDE Stage II application, an evaluation report of the East Providence High School was prepared by SMMA and completed in May 2014. This evaluation report is included as Attachment A within this RFP and provides a comprehensive analysis of the existing physical condition of the high school on the date of the report.

III. SCOPE OF WORK:

This RFP is associated with the pre-referendum phase of the process and will require the selected firm to work collaboratively with City administration, the School District, City Council, community groups and other stakeholders to evaluate options for the redevelopment of the East Providence High School.

The selected firm will provide leadership, educational planning support and technical assistance to evaluate the feasibility for redeveloping the East Providence High School. The Study should consider options for renovating and/or expanding the existing facility (see attachment A) or demolishing the existing facility and constructing a new facility on the existing property (see attachment B). The designer may also be asked to assist the City in identifying other potential sites within the City that are suitable for the construction of a new high school. In all cases, the recommended project should result in a modern state-of-the-art facility.

The selected firm will work collaboratively with the administration, school and municipal staff, community groups and others to evaluate options that will ultimately be presented to the School Committee and City Council for evaluation and consideration.

The firm will provide services commensurate to a feasibility study including educational planning, architectural and engineering services including civil, structural, mechanical, electrical, plumbing, fire protection, traffic, landscaping, cost estimating, interior design, acoustic consulting and other disciplines as required. If requested, the selected architectural firm shall also administrate Owner consultants as a reimbursable expense. These could include; surveyor, hazardous materials consultant, geotechnical consultant, geo-environmental consultants and other consultants which may be requested. The selected firm will be responsible to working with the Rhode Island Department of Education to obtain any necessary approvals.

Once the School Committee and City Council have adopted a specific option, the process will move forward to the detailed development of the selected option in preparation for presenting a comprehensive plan to the community in the form of a bond referendum.

At the conclusion of the pre-referendum phase, the School Committee and City Council reserves the right to award additional work beyond this scope proceed via a traditional and separate Architect-Engineer (AE) and Construction Management (CM) contracting arrangement or through an alternative Design/Build contracting arrangement that would be handled via a separate RFP process.

IV. SCOPE OF SERVICES

- a. Integrate with the School Committee and City Council to assist in the evaluation of several options for the redevelopment of the East Providence High School;
- b. Assist the School Committee and City Council in the selection of owner consultants, when appropriate. Administer the work of these consultants, review their performance and make recommendations regarding their work to the School Building Committee when necessary;
- c. Consult with the School Committee and City Council regarding the project program, budget, schedule and advisability of various project delivery options, and timing of construction;
- d. Engage a recognized educational facilities planner to facilitate planning services including the production of educational specifications that will form the basis for the conceptual design. The design considerations should also include discussions on how the City's vocational technical program facilities would/ could be directly incorporated into a new or renovated high school building.
- e. Evaluate and make recommendations regarding the School District's Educational Program and the resultant facilities configurations to develop the optimum Educational Space Program;
- f. Develop conceptual plans, elevations and renderings of proposed options to assist the School Committee and City Council in their evaluations;
- g. Address major component issues including initial planning, safety, site logistics, phasing, energy conservation, scheduling, life cycle analysis, maintenance, alternative solutions and project costing;
- h. Consider each alternative design concept and approach from the standpoints of construction, cost and schedule;

- i. Study local labor market condition and construction materials as they affect design choices and construction costs;
- j. Develop order-of-magnitude cost estimates for each option.
- k. Assist the School Committee and City Council in evaluating the options under consideration.
- l. Assist the School Committee and City Council with evaluating alternative project delivery options including agency construction manager at risk (CMAR), construction management (CM/A) and design/build/finance. Advise on how the School District and City Council can keep all of its options open and available as the planning process moves forward;
- m. Assist the School Committee and City Council with the evaluation of available state aid and the development of maximum cost allowances;
- n. Undertake cost analysis studies of alternative systems, manufacturers and vendors of long lead items to obtain the most economic benefit from a cost standpoint while maintaining the Districts functional and program requirements;
- o. Attend School Committee meetings and other facilities related meetings as needed;
- p. Report regularly to the School Committee and City Council on project progress, budgets and schedule;
- q. Develop strategies to educate the community on various options. Make adjustments to meet the community's perceived needs;

IV. ANTICIPATED PROJECT PHASES

The following is an approximate schedule for the execution of this study which will occur in phases.

1. Date – Project Awarded: September 23, 2016
2. Date – Project Kick-Off: TBD
3. Date – Investigation Phase: TBD
4. Date – Community Outreach Meeting: TBD
5. Date – Preliminary Draft Report Review and Review of Options by East Providence: TBD
6. Date – Cost Estimating: TBD
7. Date – Cost Estimating Review: TBD
8. Date – Final Draft Report and Options Review: TBD
9. Date – Development of Preferred Option: TBD
10. Date – Cost Estimate of Preferred Option: TBD
11. Date – Cost Estimate Review: TBD

12. Date – Final Report Submission: November 18, 2016

V. ANTICIPATED PROCUREMENT SCHEDULE

The following represents a tentative outline of the process currently anticipated by the City:

1. Request for Proposal posted July 29, 2016.
2. Strongly suggested Pre-bid Conference at East Providence High School, 2000 Pawtucket Avenue, East Providence, RI 02914. Walk-through scheduled: Tuesday, August 9, 2016, 10:00 AM. If you are unable to attend separate arrangements can be arranged by calling Tony Feola at 401-585-5211 or Gerald Leach 401-435-7500 Ext. 11093.
3. Receive written proposals by 2:00 pm on Tuesday, August 30, 2016.
4. Evaluation of Proposals and selection of qualified offerors by Administrative Review Board: September 23, 2016.
5. Administrative Review Board or a committee consisting of some Board members, conduct oral interviews with Offerors
6. Recommendation for Selection of firm to School District and City Council by Administrative Review Board:
7. Selection of firm by School District City Council.
8. Approval of Contract and Authorization to Proceed with pre-referendum phase of Study: November 18, 2016.

Submittal Proposals should be submitted by **2:00 pm on TUESDAY, AUGUST 30, 2016**. Please submit SIX (6) copies: ONE (1) digital copy on flash drive and FIVE (5) hard copies of your proposal to;

Office of the City Manager
City Hall, Room 102
145 Taunton Avenue,
East Providence, RI 02914.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the submitting firm and labeled "**RFP - East Providence High School**" **BID NO. EP15/16 - 25**.

General Requirements

East Providence School District/City of East Providence REQUEST FOR PROPOSALS FEASIBILITY STUDY TO ANALYZE THE RESTORATION VS. REPLACEMENT OF THE EAST PROVIDENCE HIGH SCHOOL

INSTRUCTION TO VENDORS

The submission of a proposal will indicate that the offeror has read the instructions, will abide by the terms and conditions governing this Request for Proposals and understands the requirement for delivery of the services specified. Hereafter, the East Providence School District shall be referred to as the "School District". The "School District" and "City Council" in aggregate, shall be referred to as the "City".

A. GENERAL INSTRUCTIONS

1. Specification contained in the Request for Proposal are for architectural services relating to the completion of a school-reuse feasibility study;
2. Minimum requirements are specified. The offeror may choose to exceed those minimums;
3. Failure to provide sufficient information may result in the proposal not being considered;
4. Proposals are to be delivered to the Office of the City Manager no later than the date and time specified in the schedule identified in this Request for Proposals;
5. Each proposal must be clearly marked on the outside of the envelop with the title "RFP – East Providence High School, BID NO EP15/16 - 25";
6. Each proposal will be officially time stamped. Proposals will be accepted up to and no later than, the time indicated in the Request for Proposal. Any received after that time will not be accepted for consideration;
7. Telephone facsimile or telegraphic submittal of proposals will not be accepted;
8. After contract award, all confidential/proprietary information submitted in the Proposal shall be available for public inspection unless the offeror designates, in writing, that confidential portions of the Proposal contain trade secrets or other proprietary data. The statement advising the City of this fact shall accompany the submission of the proposal. The information identified by the offeror as confidential shall not be disclosed until the City makes a written determination. The City shall review the statement and information and shall determine prior to contract award, whether the information shall be withheld. If the City determines to disclose the information, the offeror shall be informed of such determination in writing.

B. SPECIAL TERMS AND CONDITIONS

By submitting this proposal, the offeror certifies that:

1. The offeror will protect the School Committee and City Council from all claims for patented articles, processes materials, inventions and appliances in connection with the fulfillment of this Request for Proposal, at the offeror's own expense.
2. All services proposed will meet all applicable national, state and city codes and requirements including requirements associated with RIDE, Northeast CHPS and the SBA.
3. The offeror is not in bankruptcy.
4. If the successful offeror fails to meet any specified delivery schedules, the City shall have the option of canceling any and all purchase orders to contracts issued to the offeror in connection with the Request for Proposals.
5. The successful offeror shall not be held responsible for any losses resulting if fulfillment of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, acts of God, or any other acts not within the control of the successful offeror and which by the exercise of reasonable diligence the offeror is unable to prevent.
6. Payment will be made only after submission of proper invoices as required by the City and within applicable state law. Payment of any claim shall not preclude the City from making claim for adjustment on any invoice found not to have been in accordance with the general conditions and specifications.
7. The purpose of this Request for Proposals is to enter into a short term contract to provide architectural services relating to the completion of a school-reuse feasibility study.
8. Each proposal is an irrevocable offer for ninety days after the proposal opening time and date.
9. It is the intent of the City to award a contract for specified services during the school year, under the proviso that funds are approved by the voter to support the services. However, no contract will exist unless and until a purchase order is issued. If the successful offeror offers services in areas other than architectural services the City will negotiate reasonable fees.
10. The contract for services will terminate upon the completion of the project as defined within the Scope of Work and Scope of Services described in this RFP.
11. The City reserves the right to conduct a performance audit and/or cancel the whole or any part of an awarded contract as a result of failure by the offeror to carry out any term, promise, or condition of the contract. The City will issue written ten day notice of default to the offeror for acting or failing to act in event of any of the following:
 - a. In the opinion of the City, the offeror provides services that do not meet the requirements of the contract;
 - b. In the opinion of the City, the offeror attempts to impose on the City services or workmanship that is of an unacceptable quality;

- c. The offeror fails to complete the required work within the time stipulated in the contract;
 - d. In the opinion of the City, the offeror fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the offeror will not or cannot perform the requirements of the contract.
- 12. The Superintendent of the School District and/or the City Manager by written notice, may terminate any contract when it is determined that the contract is not in the best interest of the City.
- 13. The purchase order will specify the services to be performed, and any other pertinent information required. All documents must reference the resultant contract by purchase order number.
- 14. For the purposes of questions pertaining to the Request for Proposals, the individual who will work with the offeror, furnish information, answer questions, direct the offerors efforts, provide guidance, etc., and referred to as the "Project Manager" shall be: Gerald Leach, Purchasing Agent. The contact information is provided on the website advertisement.
- 15. Six (6) copies of the proposal must be submitted in the format as contained in this Request for Proposals. The cost of proposal submittal is the responsibility of the offeror. The City will not make reimbursement for such expenses. The material must be in the sequence of **Section D** of this document. Please index tab the eleven areas.
- 16. Upon award and performance of services, the offeror shall submit to the City, a monthly statement of charges for the previous month. The statement shall include a record of the services performed in sufficient detail to justify payment. The City shall process the claim for prompt payment in accordance with the standard operating procedures established by the City.
- 17. The City may undertake or award contracts for additional services, and the offeror shall fully cooperate with such other service providers or City employees. The City shall equitably enforce this section as to all personnel, to prevent imposition of unreasonable burdens on any one area.
 - a. The City may resort to either or both of the following actions to maintain a desired quality of work ethics:
 - i. Canceling of any contract order for any reason.
 - ii. Reserving all rights or claims to damage for breach of any covenants of the contract.
- 18. In case of default, the City reserves the right to re-submit a Request for Proposals to replace necessary services. The City may recover any actual excess costs by deduction from any unpaid balance.

C. SPECIFIC CONDITIONS

1. The City intends to select an architecture firm for the work included within this Request for Proposals. Work will be coordinated with the project manager. The

project manager and the architecture firm will work together in the best interest of the City.

2. The High School Study Committee, comprised of individuals selected cooperatively by the School District and City Council, along with the project manager will work to create one short list of personal interviews. The personal interviews will be conducted by the High School Study Committee or a sub-committee consisting of some Committee members.
3. It shall be the offeror's responsibility to ensure compliance with the Request for Proposals by completion of all information requested, inclusion of limitation, time schedules, and progress reports for evaluation, and any other information or service that may be required for proper evaluation of the offeror's proposal. Failure to comply with any requirement of this "Request for Proposals may result in rejection of the proposal or declaration of the proposal as non-responsive.
4. The form of the contract for beginning service shall be a properly executed purchase order and signed contract.
5. By submission of a proposal the offeror certifies that:
 - a. The offeror has not paid or agreed to pay any person, other than a bona fide employee of the offeror, a fee or brokerage resulting from the award of this contract.
6. The prices in this proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such price with any other offeror.
7. If awarded a contract, the offeror must agree not to discriminate against any employee or applicant for employment on the basis of race, religion, creed, sex disability, age, or national origin.
8. In order to ensure quality education and assistance in transition to new classrooms or buildings, the Administrative staff of the School District will determine if the credentials of the offeror meet or exceed its expectations, and the recommendation will be made by the High School Study Committee to the City upon their approval.

D. ARCHITECTURAL SELECTION CRITERIA:

Applicants must respond in writing to each of the following selection criteria in order to be considered. Proposals shall contain information specifically addressing how the respondent's proposed architecture design/management team will meet the qualifications listed. Each selection criteria for Items D-1 through D-11 have a value of 10 points.

The High School Study Committee will evaluate each response and assign some or all of the points to each applicant based on assessment of information provided. Total points available = 110 points.

1. **Team Organization and Expertise:** Describe your proposed team and its experience. Include the names of the proposed project manager and key personnel, with resumes

that include general background and qualifications as well as previous experience directly relevant to the projects described in this RFP;

2. **Design Abilities/Capabilities:** Describe your firm's design abilities and capabilities in terms of functional, technical, economic and aesthetic qualities of projects performed for other school districts;
3. **Research Potential:** Describe your firm's understanding of regional, national and international trends in public education facility design and your firm's capability to research that information and translate it into superior design solutions for the City of East Providence, Experience with demographic studies as well as incorporation of independent cost consulting/professional estimating services should be demonstrated;
4. **Program Responsiveness:** Describe your firms previous experience that demonstrates success in completing similar projects , consistent with program schedule, budget and technical requirements and that indicates the ability to complete the proposed budget in a manner that is responsive to the program;
5. **Production Capability:** Provide evidence of your firm's ability to perform all design phases of the work, to produce construction documents of superior quality and to meet the completion schedule for each project or item of work;
6. **Coordination and Supervision:** Provide evidence of your firm's ability to provide efficient and comprehensive project management during the programming and design phases of the project. Discuss the proposed plan for controlling costs on the project;
7. **Client Relationships:** Describe your firm's ability to develop and nurture a professional relationship with the East Providence e School District and City Council. Include a narrative about the design firm's design philosophy and process while interacting with client and users;
8. **Work Load:** The respondent should include a discussion on the firm's' current project work load and the firm's ability to commence work. It is expected the City will award all work described herein to one firm;
9. **References:** Provide a list of at least five public school districts where the applicant has provided similar services. Both current clients and completed jobs within the last three years are preferred. Additional references and/or listing of school districts where work has been completed is encouraged and may be attached as an addendum (please indicate the year in which the project was completed). List the name of the district and all information for the primary contact in the district as well as all contact information for the project manager or construction manager;
10. **Presentation:** The Administrative Review Board will evaluate all proposals based on the written presentation as received from each respondent. Points will be accumulated for professionalism, composition, articulation, competence, style, crispness and overall appeal;
11. **Costs and Fees:** Disclose the cost and fee structure of your firm as part of the Proposal Submission.

E. PROPOSAL EVALUATION AND AWARD

1. The City will award a contract/agreement to the offeror that provides the greatest promise, best references, highest previous performance standards, and desired quality of workmanship;
2. The City will evaluate each proposal submitted and may accept any proposal deemed to be in the best overall interests of the City. The City reserves the right to reject any or all proposals or any portion thereof, and to waive any informality or technicality in any proposal received. The selection of an offeror or offerors is not required. Preliminary consideration for evaluation are outlined in the section above titled: "Architect Selection Criteria".
3. The City reserves the right to make awards at any time within ninety (90) days after the date of the proposal opening, during which time proposal may not be withdrawn unless authorized by the City.

F. LATE SUBMITTALS

1. An offeror submitting a late proposal will not be considered.

G. WITHDRAWAL OF PROPOSAL

1. At any time prior to the specified proposal due time and date, an offeror (or authorized representative) may withdraw the proposal.

H. AMENDMENT OF REQUEST FOR PROPOSAL

1. Receipt of an Amendment to the Request for Proposals must be acknowledged by signing and returning the document along with the proposal. Amendments must be received prior to the submittal deadline date of the RFP.

I. PAYMENT

1. The City will make every effort to process payment for purchase of goods or services within a reasonable period of time after receipt of goods or services and a correct notice of amount due unless a good-faith dispute exists as to any obligation to pay all or a portion of the amount. Any offer that requires payment in less than thirty (30) calendar days will not be considered.

J. AWARD OF CONTRACT

1. The City reserves the right to award contracts for individual projects or for any combination of projects deemed to be most advantageous to the City. Only the City knows what is most advantageous to itself.

2. Notwithstanding any other provision of the Request for Proposals, the City expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any and all proposals, or portions thereof; or
 - c. Re-issue an invitation for proposals.
3. The City reserves the right to award a contract in the best interest of the City. The City's decision will be final.

K. DELIVERY

1. Proposals are to be delivered to the City Manager's Office, at the address shown on the cover sheet of this Request for Proposals, by the due date and time indicated. Six (6) copies are to be submitted, including one with original signatures.

L. OTHER TERMS AND CONDITIONS

1. **Purpose:** The purpose of this Request for Proposals is to enter into a contract with a qualified architecture firm to provide architecture services to the City relating to the completion of a school-reuse feasibility study.
2. **Proposal Opening:** Proposals shall be opened publicly at a designated room location within City Hall on the received by date and time indicated on the cover page. The name of each offeror shall be read publicly and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. Proposals will not be subject to public inspection until after contract award.
3. **Offeror and Acceptance Period:** A Proposal is an irrevocable offer for ninety (90) days after the opening time and date.
4. **Term of Contract:** The term of the resultant contract shall commence upon award and shall remain in effect until completion, inspection and final acceptance of specified project unless terminated, canceled, or extended as otherwise provided herein.

M. PROPOSAL FORMAT

1. Proposals shall be submitted in the format outlined in Section D, titled: "**Architect Selection Criteria**" This material must be in sequence and related to this Request for Proposals. Six (6) copies of the proposal must be submitted and will be screened by the Administrative Review Board. The City will make no reimbursement for the cost of developing or presenting proposals in response to this Request for Proposals. The number of attachments and exhibits is unrestricted. Only information specifically related to this project will be evaluated.

N. KEY PERSONNEL

1. It is essential that the architecture firm provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The architecture firm must agree to assign specific individuals to the key positions, and resumes for such individuals must be included in the proposal.
 - a. The architecture firm agrees that, once assigned work under this contract, key personnel shall not be removed or replaced without written concurrence by the district.
 - b. If one of the key persons is unavailable for work under this contract for a continuous period exceeding thirty calendar days, or is expected to devote substantially less effort to the work than initially anticipated, the architecture firm shall immediately notify the City and shall, subject to the concurrence of the Project Manager, replace such individual with personnel of substantially equal ability and qualifications.

O. LICENSES

1. The architecture firm shall maintain in current status all federal, state and local licenses and permits require for the operation of the business conducted by the architect as applicable to the awarded contract.

ATTACHMENT A
EAST PROVIDENCE HIGH SCHOOL EVALUATION REPORTS

{Insert Reports}

ATTACHMENT B

**SIGNATURE PAGE
CITY OF EAST PROVIDENCE, RHODE ISLAND
REQUEST FOR PROPOSALS
FEASIBILITY STUDY TO ANALYZE THE RESTORATION
VS. REPLACEMENT OF THE EAST PROVIDENCE HIGH SCHOOL
BID EP15/16 – 25**

I have reviewed and agree to the terms, conditions, and other stipulations of this RFP dated July 29, 2016.

Name of Firm: _____

Authorized Signature: _____

Individual's Name (typed): _____

Title (affix seal if a corporation): _____

Mailing address: _____

Business License Number: _____

Date: ____/____/____

Phone: _____

Fax: _____

Email contact information: _____

ATTACHMENT C INSURANCE REQUIREMENTS

- A. Worker's Compensation
 - 1. State: Rhode Island
 - 2. Applicable Federal
 - 3. Employer's Liability: \$1,000,000

- B. Comprehensive General Liability (including Premises-Operations, Contractor's Projection, Products and Complete Operation, Broad Form Property Damage):
 - 1. Bodily Injury:
 - \$1,000,000 – Each Occurrence
 - \$2,000,000 - Annual Aggregate, Products and Completed Operations
 - 2. Property Damage:
 - \$1,000,000 - Each Occurrence
 - \$2,000,000 Annual Aggregate
 - 3. Personal Injury:
 - \$2,000,000 – Annual Aggregate

- C. Comprehensive Automobile Liability:
 - 1. Bodily Injury:
 - \$1,000,000 – Each Person
 - \$1,000,000 – Each Accident
 - 2. Property Damage:
 - \$1,000,000 Each Occurrence

- D. Professional Liability:
 - 1. \$2,000,000 – Each Claim
 - 2. \$4,000,000 – Annual Aggregate

The firm selected shall provide the City of East Providence with certificates verifying the existence of the above referenced policies and limits. Said certificates shall specifically state that the City of East Providence, its officers, employees, and assigns shall be named as additional insured parties except for professional liability insurance where the City will be a certificate holder only.