

Request for Proposals for the Triangle Project

Instructions to Proposers

**City and County of Denver
Office of Performance Based Infrastructure**



RFP Issuance Date: December 11, 2019

Technical Proposal Submission Deadline: September 29, 2020, 1:00pm MT

Financial Proposal Submission Deadline: November 15, 2020, 1:00pm MT

National Western Center Triangle Project Procurement:

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Pre-Proposal Submission Forms

- Form 1:** RFP Comment Submission Template
- Form 2:** Supplemental Due Diligence Request Form
- Form 3:** Alternative Technical Concept Submission Forms
 - Form 3-A:** Conceptual Alternative Technical Concept Submission Form
 - Form 3-B:** Detailed Alternative Technical Concept Submission Form
- Form 4:** Alternative Financial Concept Submission Form
- Form 5:** Proposer Team Update Submission Form

Proposal Forms

- Form 6:** Technical Proposal Letter
- Form 7:** Financial Proposal Letter
- Form 8:** Form of Letter of Credit
- Form 9:** MWBE Commitment Form
- Form 10:** Form of Stipend Agreement
- Form 11:** *[Reserved]*
- Form 12:** Confidential Contents Index
- Form 13:** Financial Capacity Update Form
- Form 14:** Interest Rate Submission Form
- Form 15:** Price Proposal
- Form 16:** Financing Plan Dates
- Form 17:** Equity and Debt Information
- Form 18:** Sources and Uses of Funds
- Form 19:** Construction Cost Data
- Form 20:** Operations and Maintenance Cost Data
- Form 21:** *[Reserved]*
- Form 22:** Private Development Parcel Data
- Form 23:** Operating Period Revenues, Cashflow Waterfall and Reserves

EXECUTIVE SUMMARY

The National Western Stock Show is a cherished Denver institution that has celebrated Denver's western and agriculture heritage for over 100 years. In 2011, this legacy was threatened by aging buildings and an aging campus that could no longer adequately support the Stock Show. This forced the Western Stock Show Association to consider moving out of Denver.

The National Western Stock Show has been held annually in Denver for the past 113 years and is a showcase event for the Western agricultural industry and related industries that also promotes, supports, and preserves the rural Western lifestyle. It provides opportunities for sharing of agricultural industry innovations and best practices among local, regional, national, and international partners.

The citizens of Denver and Denver's City Council demanded that the City explore ways to keep the Stock Show in Denver and preserve this historic institution and economic generator. Mayor Hancock listened and committed to finding ways to keep the Stock Show in Denver where it belongs.

The Mayor directed a team of City agencies and stakeholders, together with the Western Stock Show Association, Colorado State University, and History Colorado to find solutions. Multiple years of work resulted in the formulation of the NWC Master Plan for the redevelopment of the entire 250-acre NWC Campus, which was approved by the Denver City Council in March 2015. The NWC Master Plan included eight phases that ultimately were divided into two - Phases 1 & 2 and Phases 3-8.

In November of 2015, the citizens of Denver expressed their strong support for the Master Plan by approving the issuance of bonds to fund Phases 1 & 2 through the 2C ballot measure. A majority of voters in every precinct supported the proposal.

The City is now undertaking a two-stage procurement to solicit a partner to design, build, finance, operate, and maintain Phases 3-8 of the NWC Master Plan. Phases 3-8 consist of the development of approximately 60 acres on the southeast corner of the NWC Campus (the "Triangle").

The development of the Public Elements, together with supporting Private Development on the Triangle, provides a once in a generation opportunity for Denver to increase year-round program opportunities for research, education, entertainment, food and food production, art, agriculture and livestock, water resources, and recreational activities. The City has outlined a series of goals, set forth in Section 3.2, to align the Triangle Project with the goals and vision for the overall NWC Campus. The selection of the preferred approach to the delivery of the Triangle Project should support the achievement of these goals in both the near-term and the long-term.

The Project Agreement includes (i) the design and construction of various public facilities including the construction of a new arena, expo hall and rehabilitation of the historic 1909 Building, and associated infrastructure, (ii) operations, programming and maintenance of the Public Elements and additional facilities on Phases 1 & 2 of the NWC Campus; and (iii) the development of private mixed use real estate on the parts of the Triangle not required for the Public Elements.

The Public Elements and the Private Development, together with all associated work that will be undertaken by Developer under the Project Agreement, comprise the Project. The Project is more fully described in Part B herein.

The first stage of the procurement consisted of a Request for Qualifications. On March 1, 2019, the City issued the RFQ (as amended March 20, 2019, by Addendum No. 1 and April 26, 2019, by Addendum No. 2) for the Project. Pursuant to the RFQ, the City invited entities or groups of entities interested in competing

to work on the Project to submit statements of qualifications. After the City evaluated each such SOQ, on July 22, 2019, the City announced that a shortlist of respondents would be eligible to proceed to the second stage of the Project procurement process.

Each Shortlisted Proposer is also participating in a Supplemental Request for Qualifications process to add a Lead Real Estate Developer as a Major Participant to its team. The City issued the Supplemental RFQ on December 11, 2019 with responses due January 7, 2020.

The second stage of the procurement process is comprised of a series of steps beginning with the issuance of the Request for Proposals (of which this document, the ITP, is a part). The City is also releasing a draft Project Agreement and associated schedules and requirements. This ITP sets out the rules that govern the RFP stage of the procurement process and provides that each Shortlisted Proposer submit a committed bid for the Project, including technical and financial commitments. After an iterative procurement process, as described below, the City anticipates selecting a Preferred Proposer on a best value basis according to the evaluation criteria described herein.

Upon selection, the Preferred Proposer shall be required to execute the Project Agreement in substantially the form provided for in the RFP, subject only to limited modifications to account for approved alternative technical concepts, approved alternative financial concepts, and other commitments included in its Proposal.

The City will act as the sole counterparty to the Project Agreement and collaborate with the National Western Center Authority, the Western Stock Show Association, Colorado State University, History Colorado, the Denver Museum of Nature and Science and other Project partners as needed in support of the Project as provided for in the Project Agreement.

PART A: DEFINITIONS AND RULES OF INTERPRETATION

1. DEFINITIONS

Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set out below when used in this ITP. Terms used herein and included in the Project Agreement have the same meaning in both documents.

“Addenda”	means any addenda issued by the City with respect to the RFP.
“AFC Submission”	means the submission by a Proposer of an AFC Submission Form with respect to a particular AFC.
“AFC Submission Form”	means Form 4.
“Affiliate”	means in relation to any Person: <ul style="list-style-type: none"> a. any other Person having Control over that Person; b. any other Person over whom that Person has Control; c. any Person over whom any other Person referred to in a. above also has Control; or d. any Guarantor for that Person, in each case where “Control” of a Person by another Person means that other Person (whether alone or with others, and whether directly or indirectly at any tier): (i) holds the majority of voting rights in the controlled Person; (ii) has the right to appoint the majority of the board of directors (or equivalent) of that controlled Person; and/or (iii) exercises direct or indirect control over that controlled Person’s affairs.
“Aggregate Technical Substantive P/F Score”	means, for a given Technical Proposal, the sum of the individual scores assigned to each Technical Proposal Scoring Element, which in no case shall exceed 1,000 Points.
“Alternative Financial Concept” or “AFC”	means a financial concept as described in Section 10. Which concepts would not (absent the City’s approval pursuant to Section 10.6) be permitted under the terms of the Project Agreement.
“Alternative Technical Concept” or “ATC”	means a technical concept as described in Section 8.3a, which concepts would not (absent the City approval pursuant to Section 9.5) be permitted under the terms of the Project Agreement.
“Assumptions Book”	has the meaning set forth in Section 23.5.6.
“ATC Submission”	means the submission by a Proposer of an ATC Submission Form with respect to a particular ATC.
“ATC Submission Form”	means either a Conceptual ATC Submission Form or a Detailed ATC Submission Form.
“Authority”	means the National Western Center Authority.
“Availability Payment”	means the amount earned in a given period by Developer as determined in accordance with Schedule 5 of the Project Agreement.
“Base Interest Rate(s)”	means the interest rates underlying the debt financing proposed in the Financial Proposal and based on publicly-documented indices in accordance

	with Section 23.5.7. The Base Interest Rates do not include any additional credit spread, margin or fee components.
“Baseline Substantial Completion Date”	means the Baseline Substantial Completion Target Date, as such date may be extended from time to time pursuant to: <ul style="list-style-type: none"> a. the occurrence of a Supervening Event; or b. a Change documented in a Change Order.
“Baseline Substantial Completion Target Date”	means the date stated by a Proposer as the Baseline Substantial Completion Target Date in Form 16 submitted in its Financial Proposal, being: <ul style="list-style-type: none"> a. the date that Proposer projects that all Substantial Completion Conditions will be satisfied pursuant to the Project Agreement; and b. the same as the date therefor stated in such Proposer’s Technical Proposal, <p>provided that, in no circumstance shall such date be later than May 31, 2025. Such date as submitted by the Preferred Proposer shall be incorporated where indicated in the definition of “Baseline Substantial Completion Date” in the Project Agreement prior to execution.</p>
“Benchmark Index”	means any of: <ul style="list-style-type: none"> a. the London Inter-bank Offered Rate (“LIBOR”) swap spot curve, as provided by Bloomberg; b. the Secured Overnight Financing Rate (“SOFR”), as published by the Federal Reserve Bank of New York; c. the daily Treasury yield curve rates, as provided by the US Treasury; or d. another index approved by the City in accordance with Section 17.4.
“Bid Capital Maximum Availability Payment” or “Bid Capital MAP” or “Bid APC”	means the amount identified in the Proposer’s Form 5.
“Bid Financial Model”	means the Microsoft Excel-based financial model, produced in accordance with the terms set forth in Section 23.5, that includes financial forecasts, projections and calculations with respect to revenues, expenses, the repayment of Project Debt and Distributions to Equity Members that result in achievement of the Bid Equity IRR.
“Bid Operating Maximum Availability Payment” or “Bid Operating MAP” or “Bid APO”	means the amount calculated as the sum of the Bid APOb, Bid APOm, and Bid APOe.
“Bid Operating Baseline Maximum Availability Payment” or “Bid APOb”	means the amount identified in the Proposer’s Form 5.

“Bid Operating Major Events Maximum Availability Payment” or “Bid APOm”	means the amount identified in the Proposer’s Form 5.
“Bid Operating Other Events Maximum Availability Payment” or “Bid APOe”	means the amount identified in the Proposer’s Form 5.
“Bid Equity IRR”	means the Equity IRR reflected in the Base Financial Model as of the Financial Proposal Submission Deadline.
“Bid Maximum Availability Payment” or “Bid MAP”	means the amount identified in the Proposer’s Form 5 and calculated as the sum of the Bid Capital MAP, Bid Operating MAP and Bid Renewal MAP.
“Bid Renewal Maximum Availability Payment” or “Bid Renewal MAP” or “Bid APR”	means the amount identified in the Proposer’s Form 5.
“BNSF”	means the BNSF Railway Company.
“Calendar Day”	means a calendar day as determined by reference to the time and date in Denver, Colorado, and “day” means any such calendar day.
“City”	means the City and County of Denver.
“City Council”	means the Denver City Council.
“Collateral Agent”	has the meaning set forth in the Project Agreement.
“Commercial Close”	means the Effective Date.
“Committed Investment”	means: <ol style="list-style-type: none"> a. any forms of direct investment by Equity Members in Developer, including the purchase of equity shares in Developer; b. any Equity Member Debt; or c. any irrevocable on-demand letter of credit issued by an Eligible Financial Institution for the account of an Equity Member naming Developer and/or Collateral Agent as beneficiary and securing the provision of any direct investment or debt referenced in paragraph a. of this definition.
“Community Substantive P/F Score”	means the sum of the individual Technical Proposal Scoring Elements related to Community Support and Economic Opportunity.
“Compensation Event”	has the meaning set forth in the Project Agreement.
“Conflict of Interest”	means any circumstance in which, because of other activities or relationships with other Persons, a Person is unable or potentially unable to render impartial assistance or advice to the City, or the Person’s objectivity in performing the Work is or might be otherwise impaired, or a Person has, or

		may reasonably be perceived by others to have, an unfair competitive advantage.
“Confidential Contents Index”		has the meaning set forth in Section 15.2.1a.
“Conceptual ATC”		means a preliminary ATC submitted in advance of a Detailed ATC in accordance with Section 9.1 using Form 3A.
“Conceptual ATC Submission Form”		means Form 3A.
“Concept Development Plan”		has the meaning set forth in Section 16.2.3.
“CORA”		means the Colorado Open Records Act, C.R.S. § 24-72-201 to 206.
“CORA Exempt Materials”		means any trade secrets, privileged information and confidential commercial, financial, geological or geophysical data exempt from public disclosure under C.R.S. §§ 24-72-204(3)(a)(IV).
“CSU”		means Colorado State University.
“D&C Period”		means the period beginning on the date of issuance of NTP1 in accordance with Section 1 of Schedule 3 and ending on the Substantial Completion Date.
“Debt Commitment Letter”		means a letter evidencing Project Debt commitments that complies with the requirements in Section 23.5.1.a-b.
“Debt Provider”		means issuer, lender, or provider of Project Debt (including any lead arranger, lead manager, underwriting house, or placement agent).
“Debt Term Sheet”		means a term sheet evidencing Project Debt commitments that complies with the requirements in Section 23.4.1b.
“D.R.M.C.”		means the Denver Revised Municipal Code.
“Detailed ATC”		means an ATC submitted, with or without having previously been submitted as a Conceptual ATC, in accordance with Section 8.3a using Form 3B.
“Detailed ATC Submission Form”		means Form 3B.
“Developer”		means the private counterparty to the Project Agreement, which may be the Preferred Proposer or a special-purpose project company to be established by the Preferred Proposer.
“Development and Design Discussion”		means an in-person meeting between the City and a Proposer to provide such Proposer with an opportunity to discuss the RFP in confidence in accordance with Section 7.2, including discussion of such Proposer’s Design Submission and/or Development Plan.
“Eligible Proposer”		means a Proposer that submits both: <ul style="list-style-type: none"> a. a Technical Proposal that: <ul style="list-style-type: none"> i. subject to the Reserved Rights, passes all Technical Responsiveness in accordance with Section 26.1; and

	<ul style="list-style-type: none"> ii. passes the Technical Substantive P/F Evaluation in accordance with Section 26.2; and b. a Financial Proposal that, subject to the Reserved Rights, passes all Financial Pass/Fail Criteria in accordance with Section 26.3.
“Eligible Surety”	<p>means a bonding surety:</p> <ul style="list-style-type: none"> a. licensed in the State and at all relevant times listed on the U.S. Department of the Treasury’s annual Listing and Approved Sureties (Department Circular 570); and b. having either: <ul style="list-style-type: none"> i. two or more of the following long-term unsecured debt credit ratings: (A) “A” by Standard & Poor’s Rating Services; (B) “A” by Fitch, Inc.; (C) “A2” by Moody’s Investors Service, Inc.; or (D) “A” by DBRS, Inc., in each case with an outlook of “stable” or better and provided that such rating agency is at all relevant times a nationally recognized statistical rating organization registered with the Securities and Exchange Commission; or ii. a rating of at least A and X, respectively, or higher according to A.M. Best’s Financial Strength and Financial Size Ratings.
“Equity Member Funding Letter”	has the meaning set forth in Section 23.4.2.
“Equity Investment”	means (a) any form of direct cash investment by Equity Members, including the purchase of newly issued equity shares in Developer and/or subordinated loans to Developer, and (b) any cash draws by or on behalf of Developer under the letter(s) of credit described in the definition of Deferred Equity Amount.
“Equity IRR”	<p>means the nominal post-tax internal rate of return to the Committed Investment over the full Term calculated, using the Base Financial Model, at the discount rate that, when applied to Committed Investment cash flows, gives a zero net present value. Equity IRR is initially equal to the Bid Equity IRR and can change when and if the Base Financial Model is updated pursuant to the Project Agreement.</p> <p>For purposes of this definition:</p> <ul style="list-style-type: none"> a. The phrase “post-tax” refers to a single level of U.S. federal, state and local corporate income tax for regularly taxed U.S. organized, domestic “C” corporations only, and excludes any foreign income tax and other tax of any kind; and b. The phrase “cash flows” refers to equity distributions minus Equity Investments.
“Equity Member”	<p>means:</p> <ul style="list-style-type: none"> a. each entity with a direct equity interest in the Proposer, and

	<p>b. each entity proposed to have a direct equity interest in the Developer, in each case whether as a member, partner, joint venture member, or otherwise.</p>
“Equity Member Debt”	<p>means any bona fide indebtedness of Developer for borrowed money that:</p> <p>a. is held by any Equity Member or an Affiliate thereof; and</p> <p>b. is subordinated in priority of payment and security to all Project Debt held by Persons who are not Equity Members.</p>
“Expo Hall”	<p>has the meaning set forth in Annex B of the Project Agreement</p>
“Final AFC Submission Deadline”	<p>means the date referred to as such in the Procurement Schedule in Section 3.5.</p>
“Final ATC Submission Deadline”	<p>means the date referred to as such in the Procurement Schedule in Section 3.5.</p>
“Final RFP Comment Deadline”	<p>means the date referred to as such in the Procurement Schedule in Section 3.5.</p>
“Financially Responsible Party”	<p>means a parent company or Affiliate of a Proposer, Lead Contractor or Equity Member whose financial statements are used to demonstrate financial capability of the Proposer, Lead Contractor or Equity Member.</p>
“Financial Close Date”	<p>means the date provided as such in submission of Form 1.</p>
“Financial Model Audit”	<p>has the meaning set forth in Section 23.5.1.</p>
“Financial Pass/Fail Criteria”	<p>means the criteria set out in the second column of the table in Annex A of the Financial Proposal Letter.</p>
“Financial Proposal”	<p>means the element of the Proposal to be submitted as Volume 4 as described in Section 23.</p>
“Financial Proposal Submission Deadline”	<p>means the deadline set forth in the Procurement Schedule in Section 3.5 as such deadline may be changed in accordance with Section 30.1.</p>
“Financial Responsiveness Criteria”	<p>means the criteria identified in Section 26.3.2.</p>
“Financing Agreements”	<p>means:</p> <p>a. any loan agreement, funding agreement, account maintenance or control agreement, insurance or reimbursement agreement, intercreditor agreement, subordination agreement, trust indenture, agreement from any Equity Member in favor of any Debt Provider, hedging agreement, interest rate swap agreement, guaranty, indemnity agreement, agreement between any [Contractor] [Developer] and any Debt Provider, or other agreement by, with or in favor of any Debt Provider pertaining to Project Debt (including any refinancing), other than Security Documents;</p>

	<ul style="list-style-type: none"> b. any note, bond or other negotiable or non-negotiable instrument evidencing the indebtedness of Developer for Project Debt (including any Refinancing); and c. any amendment, supplement, variation or waiver of any of the foregoing agreements or instruments.
“Financing Documents”	means Financing Agreements and Security Documents.
“Financing Plan”	means the document containing all information required by Section 23.2.
“Form”	means any of the Proposal forms set out as numbered forms in Part H.
“Formal Development Plan”	has the meaning set forth in 16.2.4.
“Framework Agreement”	means the agreement entered into by and among the City, CSU and WSSA with respect to the NWC Campus with an effective date of on September 28, 2017.
“Future Takedown”	has the meaning set forth in the Project Agreement.
“GAAP”	means Generally Accepted Accounting Principles in the United States as in effect from time to time.
“Governmental Authority”	<p>means any:</p> <ul style="list-style-type: none"> a. United States Federal, State or local government, and any political subdivision of any of them; and b. any interstate, governmental, quasi-governmental, judicial, public, regulatory or statutory instrumentality, administrative agency, authority, body or entity of, or formed by, any such government or subdivision thereof, <p>in each case other than the City.</p>
“Handback”	means delivery of the Project assets by Developer to the City upon expiration or early termination of the Project Agreement.
“Handback Requirements”	means the terms, conditions, requirements and procedures governing the condition in which Developer is to deliver the Project assets upon Handback, as stated in Schedule 19 of the Project Agreement.
“Historical Rehabilitation Consultant”	means the entity that will be primarily and directly responsible for providing consultation services regarding historic rehabilitation of the 1909 Building on the Triangle. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Historic Rehabilitation Consultant and, consequently, each of them will be considered to be Major Participants.
“Infrastructure Master Plan” or “IMP”	means a conceptual, technical master site plan that coordinates horizontal infrastructure systems, open space, and public park systems for large sites that may evolve through multiple phases of development over the years and could change ownership, as further described in Denver Zoning Code Section 12.4.14.
“IFRS”	means International Financial Reporting Standards.

“Information Barrier”	means, with respect to any Person, the implementation of internal safeguards and confidentiality protection protocols, including the exclusion of involvement of any individual who himself or herself has consulted or advised on, or otherwise has non-public knowledge of, the Project, the RFQ, or this RFP, which barriers are customary and appropriate for the relevant industry of such Person and this Project and which barriers otherwise comply with such Person’s obligations under applicable law.
“Initial RFP Comment Deadline”	means the date and time referred to as such in the Procurement Schedule in Section 3.5.
“Initial Takedown”	means the acreage conveyed by the City to the Developer for one or more Private Development Parcels upon Financial Close as further described in Schedule 14 of the Project Agreement.
“Initial Takedown Payment”	means the payment for the Initial Takedown made from the Lead Real Estate Developer to the Developer and utilized to partially fund construction of the Public Elements.
“Interest Rate Protection Period”	means the period from the Interest Rate Submission Date to the Project Debt Pricing Date.
“Interest Rate Submission Date”	means the date referred to as such in the Procurement Schedule in Section 16.4.
“Interest Rate Submission”	is the material provided by a Proposer pursuant to Section 3.5.
“ITP”	means these Instructions to Proposers.
“Joint Venture”	means a consortium, partnership, joint venture, or any other unincorporated grouping acting together for a common purpose, including where the relevant role will be differentiated by responsibilities and divided among two or more parties.
“Key Personnel”	means the individuals identified as such by a Proposer in its SOQ or updated pursuant to the Organizational Change process outlined herein in Section 14.2.2.
“Key Personnel Change”	has the meaning set forth in Section 14.2.1.
“Key Ratios”	means any ratios or covenants required by Debt Providers and included in the Debt Term Sheet(s).
“Large Development Review” or “LDR”	means the City and County of Denver’s review process for large development sites, as further described in Denver Zoning Code Section 12.4.12.2
“Lead Architect”	means the entity that will be primarily and directly responsible for the architectural design of the Public Elements. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Architect and, consequently, each of them will be considered to be Major Participants.
“Lead Campus Operator”	means the entity that will be primarily and directly responsible for the programming, operations, and maintenance of the Public Elements other than the New Arena and Expo Hall, but only if such entity is different from the Lead Facilities Operator. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the

		Lead Campus Operator and, consequently, each of them will be considered to be Major Participants.
“Lead Contractor”		means the entity that will be primarily and directly responsible for construction of the Public Elements. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Contractor and, consequently, each of them will be considered to be Major Participants.
“Lead Engineer”		means the entity that will be primarily responsible for engineering and design of the Public Elements and shall be a registered Colorado professional engineer. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Engineer and, consequently, each of them will be considered to be Major Participants..
“Lead Operator”	Facilities	means the entity that will be primarily and directly responsible for the marketing, programming, booking, ticketing, and merchandising of events, as well as conducting routine facilities operations and maintenance. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Facilities Operator and, consequently, each of them will be considered to be Major Participants.
“Lead Real Estate Developer”	Estate	means the entity that will be primarily and directly responsible for the Private Development as such will be identified through the Supplemental RFQ process. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Real Estate Developer and, consequently, each of them will be considered to be Major Participants.
“Lead Urban Designer”		means the entity that will be primarily and directly responsible for the urban design of the Triangle, but only if such entity is different from the Lead Architect. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Urban Designer and, consequently, each of them will be considered to be Major Participants.
“Major Participant”		means each of the Proposer, any Infrastructure Equity Member, the Lead Real Estate Developer, Lead Facilities Operator, Lead Contractor, Lead Architect, Lead Urban Designer, Lead Campus Operator, Lead Engineer, Historic Rehabilitation Consultant, and any Financially Responsible Parties identified by the Proposer in its SOQ or updated pursuant to the Organizational Change process outlined herein in Section 14.2.2.
“Mayor”		means the Mayor of the City.
“MWBE”		means a Minority Business Enterprise or a Women Business Enterprise certified by the City.
“National Stock Show”	Western	means the annual event hosted by the WSSA each January.
“New Arena”		has the meaning set forth in Annex B of the Project Agreement.

“Notice of Intent to Award”	means a notice from the City to the Proposers indicating the selection of a Preferred Proposer.
“Notice Representative”	means the nominated contact for a Proposer to receive notices and other communications from the City during this procurement as nominated by a Proposer’s Official Representative and updated pursuant to Section 12.1.
“NWC”	means the National Western Center.
“NWC Campus”	means the 250 acre National Western Center campus.
“NWC Campus Design Standards and Guidelines”	means the National Western Center design standards and guidelines which are included in the Reference Documents.
“NWC Master Plan”	means the master plan approved by the City in 2015 outlining a multi-phased plan “to construct three million square feet of new, flexible facilities supporting expanded capacity for educational, entertainment, and cultural programming events” which is included in the Reference Documents.
“Official Representative”	means the Proposer contact to whom all future communication from the City with respect to this procurement will be made as nominated by the Proposer in its SOQ and updated pursuant to Section 12.1.
“One-on-One Meeting”	means an in-person meeting between the City and a Proposer to provide such Proposer with an opportunity to discuss the RFP in confidence in accordance with Section 7.1, including discussion of such Proposer’s RFP Comments, ATC Submissions and AFC Submissions.
“Organizational Change”	has the meaning set forth in Section 14.2.1a.iii.
“Pass/Fail Evaluation”	has the meaning set forth in Section 26.
“Pass/Fail Evaluation Criteria”	has the meaning set forth in Section 26.1 and 26.4.
“PBI Office”	means the City’s center of excellence for alternative project delivery which was established by a City Executive Order.
“PBI Website”	means https://www.denvergov.org/content/denvergov/en/performance-based-infrastructure-office/projects/triangle-project-national-western-center.html .
“Person”	means any of a natural person, a corporation, a limited liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a Joint Venture, an unincorporated association or any other entity recognized as having legal personality under the laws of the State, in each case as the context may require.
“Phases 1 & 2”	means the first two phases of the capital build program for expansion of the NWC as set forth in the NWC Master Plan.
“Phases 1 & 2 Incorporated Elements”	has the meaning set forth in the Project Agreement.

“Phases 3-8”		means the latter phases of the NWC Master Plan which follow Phases 1 & 2.
“Physical Diligence”	Due	means intrusive investigations related to the Project, including supplemental borings, water sampling or other activities deemed as such by the City in its discretion.
“Preferred Proposer”		means the Proposer that is selected by the City to enter into the Project Agreement following the evaluation of all Proposals submitted by Proposers in response to the RFP.
“Pre-Proposal Submission”		means each of the submissions referred to in Section 16.
“Pre-Utility Work”		means Utility relocations, abandonments, and/or betterments that will support redevelopment of the Site, is agnostic of future site plan and/or redevelopment activity, and can be completed by Utility Owners through City rights within existing franchise agreements.
“Private Development”		has the meaning set forth in the Project Agreement.
“Private Development Area”		has the meaning set forth in the Project Agreement.
“Private Development Parcel”		has the meaning set forth in the Project Agreement.
“Procurement Schedule”		refers to the schedule included in Section 3.5.
“Project”		has the meaning set forth in the Executive Summary.
“Project Agreement”		means the definitive agreement which is anticipated to be entered into by the City and the Developer following the conclusion of the Project procurement process in accordance with the terms of the RFP.
“Project Debt”		has the meaning set forth in the Project Agreement.
“Project Debt Pricing Date”		means with respect to any Project Debt in a Proposer’s Financial Proposal, the earliest to occur of: <ul style="list-style-type: none"> a. the date of Financial Close; b. the date at which the applicable Base Interest Rate is fixed or hedged by the Developer; and c. such other date as is mutually agreed to by the Developer and the City.
“Project Equity”		means any Equity Member Debt or Equity Investment.
“Project Website”		means the website to be separately notified to Proposers for use in connection with the procurement.
“Proposal”		means a binding proposal to be submitted by a Shortlisted Proposer in accordance with the RFP.
“Proposal Letter”		means each of the Technical Proposal Letter and the Financial Proposal Letter, together the Proposal Letters.

“Proposal Schedule”	means the preliminary project schedule, submitted by a Proposer in accordance with the Proposal Submission Requirements.
“Proposal Security”	has the meaning set forth in Section 20.5.
“Proposal Submission Requirements”	means the requirements set out in Section 18.
“Proposal Submission Deadline”	means each of the Financial Proposal Submission Deadline and the Technical Proposal Submission Deadline.
“Proposal Submission Location”	means 201 W. Colfax Ave, Ste. 614, Denver, CO, 80202.
“Proposal Validity Period”	means, with respect to each Proposal, the period commencing at the Technical Proposal Submission Date and ending on (and including) the earliest of: <ul style="list-style-type: none"> a. 180 Calendar Days after the Financial Proposal Submission Deadline; b. the date on which the City informs the Proposer that submitted such Proposal by written notice that it is not an Eligible Proposer; c. the date on which the City executes the Project Agreement to be entered into with the Preferred Proposer’s Developer as contemplated by Section 27.3e; and d. the date on which the City publicly announces the cancellation of the procurement process described in this ITP.
“Proposer”	means a firm, joint-venture, partnership, or corporation formed for the purpose of responding to the RFQ and/or this RFP and previously short listed in accordance with the RFQ.
“Proposer Material Adverse Change”	means: <ul style="list-style-type: none"> a. a change that has occurred or is anticipated in the business, operations, financial condition, liabilities or capitalization of any Major Participant; or b. any other condition or circumstance related to any Major Participant, <p>which, in either case, in the City’s reasonable opinion has or is anticipated to have a material adverse impact on Proposer’s financial and/or technical capacity to design, build, operate, and maintain the Project as contemplated by the terms of the Project Agreement.</p>
“Proposer Team Update Submission”	means a submission in the form of Form 5.
“Proposer Team Update Submission Deadline”	means the date and time referred to as such in the Procurement Schedule in Section 3.5.

<p>“Public Inspection”</p> <p>Access</p>	<p>means inspections of areas that are physically and legally accessible to members of the general public, to the extent such inspections:</p> <ul style="list-style-type: none"> a. would be functionally distinguishable from the lawful activities of most other users of such areas; and/or b. would require the use of non-intrusive equipment.
<p>“Public Elements”</p>	<p>has the meaning set forth in Annex B of the Project Agreement.</p>
<p>“Public Market”</p>	<p>means a year-round, carefully crafted, intentional, and diverse medley of owner-operated shops, stalls, and/or “daytables” existing to fulfill a public purpose and showcase a community’s unique character and culture, while serving its everyday shopping needs.</p>
<p>“Qualified Opportunity Zone”</p> <p>Opportunity</p>	<p>means a designated qualified opportunity zone under the Internal Revenue Code Internal Revenue Code, § 1400Z.</p>
<p>“Railroad”</p>	<p>means any and all of BNSF, Denver Rock Island Railroad and RTD.</p>
<p>“Railroad Agreement”</p>	<p>means a construction and maintenance agreement, memorandum of agreement, or equivalent agreement, with a Railroad.</p>
<p>“Rate Protected Debt”</p>	<p>means any Project Debt to be provided:</p> <ul style="list-style-type: none"> a. through the capital markets (including through a private placement) as taxable, or notes, or tax-exempt conduit issued bonds; and/or b. by a bank or equivalently regulated financial institution.
<p>“Rating Agency”</p>	<p>means each of Standard & Poor’s Rating Services, Moody’s Investors Service, Inc., Fitch, Inc., DBRS, Inc. provided in each case that such entity is at the relevant time a nationally recognized statistical rating organization registered with the Office of Credit Rating of the U.S. Securities and Exchange Commission.</p>
<p>“Reference Document”</p>	<p>means the documents identified as such and provided to Proposers through the Project Website Intralinks or otherwise to assist Proposers in their Project due diligence and which do not constitute:</p> <ul style="list-style-type: none"> a. materials on which Proposers or a Major Participant may rely, except as expressly provided for in the RFP; or b. a complete compendium of information available about the Project, site conditions, laws, or funding requirements applicable to the Project.
<p>“Refinancing Gain”</p>	<p>means an amount equal to the greater of zero and an amount equal to (A-B-C), where:</p> <p>A = the net present value (using the Base Case Equity IRR as the discount rate) of the Distributions projected immediately prior to the Refinancing (taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to</p>

		<p>the Refinancing) to be made over the remaining term of this Agreement following the Refinancing;</p> <p>B = the net present value (using the Base Case Equity IRR as the discount rate) of the Distributions projected immediately prior to the Refinancing (but without taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made over the remaining term of this Agreement following the Refinancing; and</p> <p>C = any adjustment required to increase the Pre-Refinancing Equity IRR to the Base Case Equity IRR, if applicable.</p>
“Renewal Work”		means the investment in infrastructure, facilities and equipment replacement necessary to ensure that the Site is maintained to a high standard.
“Reserved Rights”		has the meaning set forth in Section 30.1.
“Responsiveness Criteria”		means the Technical Responsiveness Criteria and the Financial Responsiveness Criteria.
“Restricted Access Inspections”		means inspections of such areas are not physically and/or legally accessible to members of the general public.
“Restricted Contact Period”		means the period from the issuance of the RFQ through the execution of the Project Agreement.
“Restricted Person”		means the Proposer, each Major Participant, and any Subcontractor otherwise engaged at the relevant time by the Proposer or any Major Participant in connection with the Project, in each case including each such Person’s agents and representatives (including Key Personnel).
“RFP”		has the meaning set forth in the Executive Summary.
“RFP Comment”		means a written comment, questions and/or requests for clarification relating to the RFP, including any addenda.
“RFP Comment Deadline”		means any initial, final or interim deadline for Proposers to comment on the RFP established by the City, including deadlines included in the Procurement Schedule in Section 3.5.
“RFP Procurement Contact”		has the meaning set forth in Section 12.2d.ii.
“RFQ”		means the Request for Qualifications issued by the City on March 1, 2019 (as amended March 20, 2019, by Addendum No. 1 and April 26, 2019, by Addendum No. 2) and the Supplemental RFQ.
“RTD”		means the Regional Transportation District.
“RTD NWC Station”		means the RTD station at 48th and Brighton.
“Security Documents”		means any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, account control agreement, financing statement under the enacted Uniform Commercial Code of any jurisdiction, security instrument or other charge or encumbrance of any kind, including any lease in the nature of a security instrument, given

	to any Debt Provider as security for Project Debt or Developer’s obligations pertaining to Project Debt and encumbering Developer’s Interest.
“Setting Date”	means the date and time referred to as such in the Procurement Schedule in Section 3.5.
“Shortlisted Proposer”	means a Proposer selected by the City as eligible to respond to the RFP.
“State”	means the State of Colorado.
“Statement of Qualifications” or “SOQ”	means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by the City.
“Stipend”	means any amount payable by the City pursuant to an executed Stipend Agreement.
“Stipend Agreement”	means an agreement in the form of Form 10.
“Stipend Agreement Deadline”	has the meaning set forth in Section 3.5.
“Subcontractor”	means any subcontractor identified in and evaluated as a part of the Proposer’s SOQ (and which is not otherwise captured by the definition of Major Participant).
“Substantial Completion”	means the satisfaction of all Substantial Completion Conditions, as confirmed by the City’s issuance of the Substantial Completion Certificate.
“Substantive Evaluation”	means the detailed review of a Proposal which may result in the assignment of a numerical score.
“Supervening Event”	means Compensations Events and Relief Events, as more fully defined in the Project Agreement.
“Supplemental Due Diligence Activity”	means Physical Due Diligence, a Restricted Access Inspection and/or a Public Access Inspection.
“Supplemental Due Diligence Request”	means a request to conduct Supplemental Due Diligence Activities submitted in accordance with the terms of this ITP in the form of Form 2.
“Supplemental SOQ”	means the supplement to the SOQ submitted on May 23, 2019 to add the Lead Real Estate Developer.
“Technical Evaluation Criteria”	means the criteria set forth in Section 26.2.
“Technical Pass/Fail Criteria”	means the criteria set out in [the second column of the table in Annex A of the Technical Proposal Letter.
“Technical Proposal”	means the elements of the Proposal to be submitted as Volume 2 as described in Section 21.
“Technical Proposal Submission Deadline”	means the deadline set forth in Section 3.5.

Instructions to Proposers



“Term”	means the effective term of this Agreement which shall commence on the Effective Date and end on the earliest to occur of the Expiry Date and the Termination Date.
“Topic Meeting”	means a meeting, in the form of, or as part of otherwise scheduled, One-on-One Meetings to provide Proposers with an opportunity to discuss specific topics relating to their due diligence on the RFP and the Project.
“Work”	means the work to be completed by the Developer pursuant to the Project Agreement.
“Working Day”	means any Calendar Day that is not a Saturday, a Sunday or Holiday.
“WSSA”	means the Western Stock Show Association, a 501(c)(3) charitable organization who runs the National Western Stock Show, which was formed in 1906 and promotes youth, adult and community development through livestock and equestrian education, innovation, entertainment and competition.

2. RULES OF INTERPRETATION

2.1 References to the City

Any reference in this ITP to the City refers to the City and County of Denver, acting by and through the City's officers, employees, and other authorized agents or representatives of each.

2.2 City Discretion

Any reference in this ITP to the City having the right to exercise its "discretion" means the City has the right to exercise its sole and absolute discretion in regard to a particular decision or action, including the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.

2.3 Interpretation of Certain References, Terms, Phrases and Types of Language

2.3.1 Headings and Other Internal References

- a. Headings are inserted for convenience only and will not affect interpretation of this ITP.
- b. Except as otherwise expressly provided in this ITP, a reference to any Section, Part, Form, Annex or Exhibit within this ITP is a reference to such Section or Part of, or Form or Annex set out in, or Exhibit to, this ITP.

2.3.2 Common Terms

- a. When there are references to general words followed by a list, or a reference to a list, to make it clear that those general words "include" the matters set out in that list, then the contents of the list will not, and will not be deemed to, limit the generality of those general words.
- b. The singular includes the plural and vice versa.

2.3.3 Professional Language and Terms of Art

Except as otherwise expressly provided in this ITP, words and phrases not otherwise defined herein:

- a. that have well-known technical or construction industry meanings will be construed pursuant to such recognized meanings;
- b. of an accounting or financial nature will be construed pursuant to GAAP, in each case taking into account the context in which such words and phrases are used; and
- c. all statements of or references to dollar amounts or money in this ITP, including references to "\$" and "dollars", are to the lawful currency of the United States of America.

2.3.4 References to Agreements, Documents and Laws

Except as otherwise expressly provided in this ITP, any reference:

- a. to an agreement or other document will be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms; and
- b. to any law will be construed as a reference to such law, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time.

2.4 Relationship to the Supplemental SOQ

The City is undertaking a Supplemental RFQ process through a separate document in parallel with the procurement described in this RFP. The rules for that process are included in the Supplemental RFQ and this document applies to the RFP. The Supplemental RFQ shall exclusively govern the

process for adding the Lead Real Estate Developer until such time as when the change is approved by the City, after which only the RFP shall be in effect and apply to the Lead Real Estate Developer as a Major Participant. The RFP shall govern for all other matters related to the Project and the procurement.

PART B: PROJECT INFORMATION

3. OVERVIEW

3.1 Project Overview

- a. The Developer shall be responsible for developing, building, financing, operating, and maintaining the Project pursuant to the Project Agreement.
- b. The design and construction work components of the Project include the development of the Public Elements, including the New Arena, the Expo Hall, historic rehabilitation of the 1909 Building and other cultural buildings, as well as supporting parking, pedestrian connections to the RTD NWC Station adjoining the Triangle, public street construction, and associated infrastructure and public spaces. Details are provided in Schedule 15 to the Project Agreement.
- c. The operations and maintenance work for the Project consists of long-term facility operations, maintenance and capital renewal with respect to the Public Elements and the majority of facilities and spaces in Phases 1 & 2, including the Equestrian Center, Livestock Center and Arena, and the Stockyards Events Center and associated yards. Details are provided in Schedule 17 to the Project Agreement.
- d. The operations and maintenance work also includes the responsibility to program and host events at the New Arena, the Expo Hall and the majority of facilities and spaces in Phases 1 & 2, including booking and providing concessions and other event day services. Programming will be undertaken in partnership with the City and the Authority and the Project Agreement includes requirements for community access and prioritization of events programmed on the campus.
- e. The Developer will be responsible for financing the cost of the Public Elements, and the City anticipates making availability payments to the Developer to cover both capital and operating costs of the Project. The Developer will have the right to retain certain revenues related to event operations to offset operating costs.
- f. In addition to the development of the Public Elements, the Developer will be required to create a master plan for the entire Triangle which will also include private real estate development on land not required for the Public Elements. The Developer will be granted development rights, in exchange for specified takedown payments, for private revenue-generating uses, which may include residential, retail, office, commercial, hospitality, entertainment, educational, and research uses. The Developer will be required to undertake a minimum initial real estate development program in parallel with construction of the Public Elements.
- g. The City will retain fee ownership of the Public Elements and underlying land, but anticipates conveying the remaining Triangle acreage to the Developer for the Private Development via the mechanism described in Schedule 14 to the Project Agreement.
- h. A schematic identifying key elements of the NWC Campus is included in the Reference Documents.

3.2 Project Goals

Reflecting the multi-year planning process that has led to this RFP, the City has outlined a series of goals to align the Project with the goals and vision for the overall NWC Campus. The selection of the PBI delivery approach for the Project supports the achievement of these goals in both the near-term and the long-term. These goals, which are not listed in order of priority or importance are as follows:

- a. advance the vision and mission of the National Western Center and contribute to its long-term success;
- b. embrace and integrate the foundational elements of equity, diversity, and inclusiveness;
- c. activate the NWC Campus with a mix of uses to serve local neighborhoods and the regional market;
- d. seamlessly integrate the Triangle with Phases 1 & 2 and the surrounding neighborhoods;
- e. minimize financial obligations for the City;
- f. implement world-class operations and venue management practices;
- g. align with current construction phasing and on-going operations; and
- h. embrace an ethic of regeneration.

3.3 National Western Center Mission and Vision

- a. The Authority has established a Mission and Vision for the NWC Campus:
 - i. **MISSION:** Convene the world at the National Western Center to lead, inspire, create, educate and entertain in pursuit of global food solutions.
 - ii. **VISION:** To be the global destination for agricultural heritage and innovation.
- b. In a world increasingly defined by the challenges of a growing population, a warming planet and declining crop yields, the NWC is primed to be a global destination that pioneers solutions to these problems. The NWC has four initiatives that reflect the mission to convene the world in a pursuit of global food solutions, including:
 - i. **Colorado Food Chain:** To strengthen the agriculture value chain in Colorado and beyond by connecting its diverse stakeholders.
 - ii. **Growing Young Minds:** To raise up the next generation of leaders and stewards in the food and agriculture economy.
 - iii. **Food and Ag Innovation Ecosystem:** To create a vibrant and collaborative network of diverse food and agriculture industry leaders.
 - iv. **Experience to Impact:** To use experiences at the National Western Center as gateways for people to learn about global food solutions.
- v. As part of the Mission and Vision and focus in agriculture and food production, the Authority also anticipates developing and refining a Campus Food Ethos.

3.4 Key Stakeholders

3.4.1 City and County of Denver

The City is the principal land and facility owner and is leading the procurement process to select a Developer for the Project. The City will be the sole counterparty to the Project Agreement.

3.4.2 National Western Center Authority

The Authority was established as a Colorado non-profit corporation to operate and maintain the National Western Center. It is governed by a thirteen-person board made up of eleven voting directors and two non-voting directors. Six of the voting directors are appointed by the Mayor and confirmed by City Council, two are appointed by CSU, two are appointed by the WSSA, and one is a Globeville, Elyria, or Swansea resident appointed by the Mayor and confirmed by the City Council. An additional Globeville, Elyria, or Swansea resident is appointed by the Mayor as a non-voting director. The Chief Financial Officer of the City also serves as a non-voting director and as Treasurer of the Board.

3.4.3 Western Stock Show Association

The WSSA produces the National Western Stock Show, Rodeo All-Star Weekend, and Denver County Fair, and has certain rights to book other equestrian and livestock events in Phases 1 & 2. WSSA is also a parcel owner for the Legacy Building being developed on the NWC Campus as part of the Phases 1 & 2. The WSSA will continue to operate certain events, including the National Western Stock Show, in coordination with the Developer.

3.4.4 Colorado State University

CSU is a parcel owner of educational and technical facilities located in the Phases 1 & 2, which include the Water Resources Center, Animal Health Center, and CSU Center. CSU will provide year-round educational programming for the NWC Campus within their educational facilities. The CSU Center will be independently constructed by CSU within the NWC Campus on a defined and State-owned parcel. CSU is a key member of the Authority and driver of the NWC Campus vision, but is not currently anticipated to have a formal role in the procurement of the Project.

3.5 Procurement Schedule

The City anticipates completing the procurement process in accordance with the following schedule:

Event	Date/Time
<u>RFQ Process (completed)</u>	
Triangle Opportunity Day	February 11, 2019
RFQ Issuance	March 1, 2019
RFQ Addendum No. 1 Issued	March 20, 2019
RFQ Addendum No. 2 Issued	April 26, 2019
SOQ Submission Deadline	May 23, 2019
Announcement of Short-Listed Proposers	Week of July 1, 2019
<u>RFP Process</u>	
First Draft RFP Process	
Pre-RFP One-on-One Meeting	September 26-27, 2019
Issue Supplemental SOQ to Include Lead Real Estate Developer as a Major Participant	December 9, 2019
Issue Draft RFP	December 11, 2019

Event	Date/Time
Deadline for Supplemental SOQ to Include Lead Real Estate Developer as a Major Participant	January 7, 2020
Initial RFP Comment Deadline (the “First RFP Comment Deadline”)	January 7, 2020
2020 National Western Stock Show	January 11-26, 2020
Site Visit During National Western Stock Show	January 15, 2020
First Round One-on-One Meetings and Topic Meeting on National Western Stock Show Operations ¹	January 16-17, 2020
First City/Community Outreach Process	January-February 2020
Issue Addendum No. 1 to the Draft RFP	February 11, 2020
Stipend Agreement Submission Deadline	February 25, 2020
Deadline for RFP Comments to be Discussed at the Second Round One-on-One Meetings (the “Second RFP Comment Deadline”)	March 5, 2020
Deadline for Proposers to Submit Concept Development Plan (the “First Development Plan Submission Deadline”)	March 5, 2020
Deadline for Proposers to Submit ATC/AFC Submissions to be Discussed at the Second Round One-on-One Meetings (the “First ATC/AFC Submission Deadline”)	March 5, 2020
Second Round One-on-One Meetings and Development Plan Discussions ²	March 23-26, 2020
Initial Supplemental Due Diligence Request Deadline	April 7, 2020
Second Draft RFP Process	
Issue Addendum No. 2 to Draft RFP	April 21, 2020
Second City/Community Outreach Process	April 2020
Deadline for RFP Comments to be Discussed at the Third Round One-on-One Meetings (the “Third RFP Comment Deadline”)	May 14, 2020
Deadline for Proposers to Submit the First Formal Development Plan Submission (the “Second Development Plan Submission Deadline”)	May 14, 2020
Deadline for Proposers to Submit the Initial Design Submission (the “Initial Design Submission Deadline”)	May 14, 2020

¹ The First Round One-on-One Meetings are anticipated to be a maximum of eight hours per Proposer in person on a single day, to include a two hour facilitated meeting with the WSSA with each Proposer, on January 16-17, 2020. The City will provide further scheduling details by separate correspondence. Proposers should plan to be present for an individual guided site tour during the National Western Stock Show to be held on January 15, 2020.

² The Second Round One-on-One Meetings are anticipated to consist of a maximum eight hour superday for legal/commercial and technical topics, and an additional maximum four hours for Development Plan Discussions with each Proposer.

Event	Date/Time
Deadline for Proposers to submit ATC/AFC Submissions to be Discussed at the Third Round One-on-One Meetings (the “Second ATC/AFC Submission Deadline”)	May 14, 2020
Third Round One-on-One Meeting, Development Plan Discussions, and Initial Design Presentation ³	June 1-4, 2020
Topic Meetings (NWSS, Authority, Railroads, Utilities, Campus Energy Provider) ⁴	Week of June 1, 2020
Topic Meetings (Insurance, Survey)	Week of June 8, 2020
Third Draft RFP Process	
Issue Addendum No. 3 to Draft RFP	June 25, 2020
Third City/Community Outreach Process	July 2020
Deadline for RFP Comments to be Discussed at the Fourth Round One-on-One Meetings (the “Fourth RFP Comment Deadline”)	July 16, 2020
Deadline for Proposers to Submit the Second Formal Development Plan Submission (the “Third Development Plan Submission Deadline”)	July 16, 2020
Deadline for Proposers to Submit the Final Design Submission (the “Initial Design Submission Deadline”)	July 16, 2020
Final ATC Submission Deadline	July 16, 2020
Final AFC Submission Deadline	July 16, 2020
Final Supplemental Due Diligence Request Deadline	July 16, 2020
Proposer Team Update Submission Deadline	July 21, 2020
Fourth Round One-on-One Meetings, Development Plan Discussions, and Final Design Presentation ⁵	August 3-6, 2020
Final RFP Process	
Final RFP Comment Deadline	August 20, 2020
Issuance of the Final RFP	
Setting Date	September 10, 2020
Technical Proposal Submission Deadline	September 29, 2020, 1:00pm MT
Deadline for Submission of Redacted Technical Proposal	October 6, 2020

³ The Third Round One-on-One Meetings are anticipated to consist of a maximum eight-hour superday for legal/commercial, AFCs, and technical topics, and an additional eight hour superday for ATCs, Development Plan Discussions and an Initial Design Presentation from each Proposer.

⁴ Facilitated topic meetings to be provided with external referral agencies to discuss comments on the Formal Development Plan Submissions. Meetings to be scheduled with Denver Water, Denver Wastewater Management, and Xcel Energy.

⁵ The Fourth Round One-on-One Meetings are anticipated to consist of a maximum eight-hour superday for legal/commercial, AFCs, ATCs and technical topics, and an additional eight-hour superday for Development Plan Discussions and the Final Design Presentation from each Proposer.

Event	Date/Time
Interest Rate Submission Date	October 22, 2020
Financial Proposal Submission Deadline	November 5, 2020, 1:00pm MT
Deadline for Submission of Redacted Financial Proposal	November 10, 2020
Notice of Intent to Award to Preferred Proposer	November 17, 2020
2021 National Western Stock Show	January 9-24, 2021
Fourth City/Community Outreach Process	December 2020-January 2021
City Council Process	January-February 2021
Commercial Close	February 2021
Financial Close	March 2021

4. PROJECT STATUS UPDATES

The City will provide project status updates as needed by subsequent Addenda.

4.1 Framework Agreement

- a. The Framework Agreement assigns operations and maintenance responsibilities on the National Western Center Campus and provides rights to certain revenues to the Authority. Certain of these operating responsibilities and associated revenues are anticipated to be assigned to the Developer via the Project Agreement.
- b. The Authority will continue to serve a critical role at the National Western Center and its responsibilities will include:
 - i. ensuring the implementation of the Mission and Vision;
 - ii. supporting booking and programming of Events;
 - iii. undertaking other activities on the campus; and
 - iv. collaborating with CSU, WSSA, History Colorado, Denver Museum of Nature and Science and other Campus Partners. The City intends to fund the Authority’s operations through a combination of City-Retained Revenues generated from the Project, other City sources, and other contributions from the Framework Agreement partners.
- c. The Authority Board of Directors will have to approve any required changes to the Framework Agreement ahead of Commercial Close.

4.2 NWC Phases 1 & 2

- a. Phases 1 & 2 are being developed according to an approved site plan and are currently in the implementation phase. Further details regarding the scope and status of the implementation of Phases 1 & 2 have been made available in the Reference Documents.
- b. The City envisions significant coordination between the Project and Phases 1 & 2 during the implementation phase. Requirements are further detailed in the Project Agreement.

4.3 Environmental

4.3.1 Coliseum Parking Lots

The Denver Coliseum is included in the Vasquez Boulevard and I-70 Superfund Site Operable Unit 2 (“OU 2”). The City is presently pursuing a remedy with the Environmental Protection Agency for the Coliseum portion of OU 2, which will accommodate the Developer’s final Development Plan. The OU 2 boundaries and proposed remediation boundaries of the parking lot are included in the Reference Documents.

4.3.2 Groundwater Plume

The City has identified a chemical plume entering the eastern boundary of the site, including tetrachloroethylene. The Developer shall be responsible for the management of the plume including applicable remediation for land use and mitigation of risk to workers and members of the public in accordance with Law. The characterization of the plume is included in the Reference Documents.

4.3.3 Asbestos

Asbestos is present in the soils and buildings on the site. The Developer shall be responsible for building abatement and soils disposal in accordance Law.

4.4 Utilities

- a. The City is seeking to execute Utility Agreements with Utility Owners present on the Site. It is the intention that such Utility Agreements will establish specific processes, review periods, approvals, and/or other information specific to the Project that will help improve efficiency of any utility work and to streamline coordination between the City, Developer, and Utility Owners.
- b. The City may consider undertaking Pre-Utility Work, that would be completed by Utility Owners through existing franchise agreements. Proposers are encouraged to identify potential Pre-Utility Work scope for the City’s consideration as part of their Conceptual and Formal Development Plans.
- c. The City is currently analyzing if any such Pre-Utility Work is feasible and will communicate any planned Pre-Utility Work to proposers. Any Pre-Utility Work commitments by the City and/or Utility Agreements executed for the Project will become part of the Reference Documents as they become available.

4.5 Campus Energy

- a. The Authority is in negotiations with EAS Energy Partners to enter into a long-term contract to provide a sewer heat recovery district energy system that will provide thermal energy for heating and cooling on the NWC Campus.
- b. The City is currently undertaking to connect the Campus Energy System to the Phases 1 & 2 Facilities.
- c. It is anticipated that the Developer will be required to extend the horizontal infrastructure to serve the Triangle Public Facilities as well. Additional information, including, but not limited to, usage pricing, energy output specifications, water line specifications, build systems requirements and interface and ongoing support arrangements with the Campus Energy Provider will be provided in a subsequent Addendum.

4.6 Railroads

- a. The City has entered into an agreement with BNSF with regard to work that the City is undertaking for Phases 1 & 2. The City anticipates entering into another agreement with

BNSF that will address access both above and below the BNSF track at certain crossing points, particularly for the underpass and the pedestrian overpass.

- b. The N Line (also known as the North Metro Rail Line) is part of RTD's 2004 voter-approved FasTracks plan to expand transit across the metro region. The commuter rail line will provide service from Union Station through Denver, Commerce City, Thornton, Northglenn, and eventually north Adams County, serving seven stations, including a stop at the NWC Campus. Current plans anticipate that trains will operate every 20 minutes during morning and evening rush hours on weekdays and every 30 minutes during all other times. Wires on the N Line went live in March 2019, and trains began testing on the corridor in April 2019. Opening of the N Line to the public is expected August 2020.
- c. The City is relocating and consolidating the DRIR rail facilities from their current locations in Phases 1 & 2 to a corridor directly to the east of the BNSF rail facilities. DRIR is to be granted an easement for its operation along the new corridor by the City upon final construction of the new rail facilities.

4.7 Central 70

- a. The ongoing Central 70 Project will reconstruct a ten-mile stretch of I-70 between Brighton Boulevard and Chambers Road, add one new lane in each direction, remove the aging 55-year-old viaduct, lower the interstate between Brighton and Colorado boulevards, and place a four-acre park over a portion of the lowered interstate. This project is being undertaken by the Colorado Department of Transportation, the High Performance Transportation Enterprise and the Colorado Bridge Enterprise under a long-term design-build-finance-operate-maintain contract with a private developer. Completion of construction is anticipated to occur by the end of 2022.
- b. The portion of I-70 intersecting the NWC Campus is elevated and will be undergoing restriping as part of the Central 70 Project.
- c. The westbound I-70 on-ramp at Brighton Boulevard is also currently being relocated as part of the Central 70 Project.

4.8 Zoning

- a. The Triangle is currently zoned with a mix of Industrial-Mixed Use (I-MX-3), Heavy Industrial (I-B), and Campus-National Western Center (CMP-NWC) zone districts. The City is in the early stages of a process to amend the zoning on the Triangle to implement existing adopted plans, including the Elyria and Swansea Neighborhoods Plan, the NWC Master Plan, and Blueprint Denver. These Council-approved plans will serve as the baseline for a robust community process and discussion to determine the future zoning for the Triangle. The future zoning will be required to be generally consistent with the guidance of these adopted plans with respect to permissible land uses, urban design, built form, neighborhood/height transitions, and other zoning topics.
- b. It is anticipated that the existing CMP-NWC zone district and the newly created CMP-NWC-C and CMP-NWC-G zone districts will serve as a starting point for potential zoning for the Triangle, however, community and stakeholder discussions will ultimately inform the proposed approach.
- c. The City will continue to provide updates regarding the process to amend the zoning on the Triangle. It is anticipated the rezoning will be completed prior to Commercial Close.

4.9 Denver Urban Renewal Authority

- a. The City anticipates creating an urban renewal area for the Triangle prior to Financial Close. The City will be responsible for coordination with the Denver Urban Renewal

Authority (“DURA”). Such area will require approval of the Denver City Council and the DURA Board of Commissioners. The Developer shall exercise Reasonable Efforts to provide information to the City and DURA as requested including, invoices, proof of payment, and any other documentation required by DURA to evidence the expenditure of TIF revenues by the City on eligible costs.

4.10 Opportunity Zones

- a. The entire NWC Campus is located within an area designated as a Qualified Opportunity Zone.

PART C: PROCUREMENT PROCESS

5. RFP DOCUMENTS

5.1 RFP Documents

- a. The RFP includes the following documents:
 - i. this Instructions to Proposers (including Forms);
 - ii. the Project Agreement;
 - iii. the Reference Documents; and
 - iv. any Addenda.

5.2 Modification Through Addenda

- a. Without limiting the exercise by the City of any of the Reserved Rights, the City may issue Addenda modifying the RFP before the Setting Date.
- b. Notwithstanding any election by the City to communicate the publication of any such addenda to Proposers through other means, the sole official notice of issuance of any such addenda will be by the posting of such addenda on the Project Website. Proposers are solely responsible for monitoring the Project Website to ensure that they have received any and all such Addenda.
- c. The City will not be bound by any (i) oral communications or (ii) written communications, interpretations or clarifications, which written communications do not otherwise constitute an Addendum.
- d. A Proposer's submission of a Proposal will be deemed to constitute an acknowledgement of notice of receipt of all Addenda issued on or prior to the date of submission of such Proposal.

5.3 Limited Reliance on Reference Documents

- a. Except as expressly provided for in the Project Agreement as executed:
 - i. The City does not:
 - A. make (and will not be deemed to have made) any representation, warranty or guaranty as to the accuracy, completeness, utility or relevance of any Reference Documents;
 - B. have (and will not be deemed to have) any obligation to update any Reference Documents, the contents of which may reflect information available as of the date that it was prepared or as of such other date indicated therein; or
 - C. retain responsibility or liability (and will not be deemed to retain such responsibility or liability) for any lack of accuracy, completeness, utility or relevance of, or for any interpretations of or conclusions drawn from, any Reference Documents; and
 - ii. Proposers:
 - A. assume full responsibility for their use of any Reference Documents; and
 - B. are not entitled to rely, and will be deemed not to have relied, on any Reference Documents.

- b. Notwithstanding the foregoing, for purposes of submitting binding Proposals, each Proposer may assume that the Developer will be entitled to rely on Reference Documents to the extent, and only to the extent, expressly provided for in the Project Agreement.

6. COMMENTS ON THE RFP

6.1 Timing of RFP Comments

- a. Proposers may submit RFP Comments to the City at any time prior to a relevant RFP Comment Deadline set forth in the Procurement Schedule.
- b. Notwithstanding the RFP Comment Deadlines, Proposers are encouraged to submit RFP Comments with respect to the RFP, or a particular Addendum, as and when they are ready for submission. To the extent reasonably practical, substantively related comments should be delivered simultaneously. The City may, by advance notice, set additional RFP Comment Deadlines as it deems necessary and appropriate.
- c. Although the City may answer any RFP Comment received after the relevant RFP Comment Deadline in its discretion, Proposers should assume that the City will not consider any RFP Comments that are submitted after the Final RFP Comment Deadline, except reasonable logistical questions received after such deadline, the response to which may be necessary to facilitate timely and compliant delivery of Proposals.

6.2 Form and Submission of RFP Comments

- a. All RFP Comments will be:
 - i. in the form of Form 1 and compliant with the instructions provided in that form; and
 - ii. written so as not to identify the Proposer in the body of the question or comment.
- b. In accordance with the instructions provided in Form 1, Proposers will categorize their comments by reference to one of four categories: Categories “A”, “B” and “C” correspond to different types of substantive comments and Category “E” corresponds to drafting comments. Category “D” is a comment relating to a title or survey objection taken pursuant to Section 8.3 of the ITP or in response to feedback or comments received on a Development Plan or Design Submission.
- c. If a Proposer believes an RFP Comment contains confidential information (including that the question itself is confidential), it may, but discretion shall be used, mark such question in Form 1. The City reserves the right to disagree with the confidentiality of information in the interest of maintaining a fair process or complying with applicable laws. Under such circumstances, the City will inform the Proposer and may allow the Proposer, within a time period set by the City, to withdraw the question, rephrase the question or have the question answered non-confidentially. If a Proposer fails to respond to the City within the specified time frame, such failure shall be deemed to allow the City to answer the question non-confidentially.
- d. The City continues to emphasize to the Proposers the importance of reasonableness and proportionality when considering:
 - i. whether to submit RFP Comments;
 - ii. the necessary length and complexity of RFP Comments that they do submit; and
 - iii. how to categorize such comments.

The City reserves the right to defer consideration of any RFP Comments that it determines, in its discretion, materially deviate from these principles until they have had an opportunity to discuss such concerns with the relevant Proposer at a One-on-One Meeting.

- e. RFP Comments shall be uploaded to the Project Website. Files shall be named according to the following convention “National Western Center Triangle Project - [*Insert Proposer Name*] RFP Comment Submission [*Insert Number*]”.⁶
- f. Proposers should assume that the City will not consider any RFP Comments that are:
 - i. telephone or oral comments; or
 - ii. submitted by a person with no clear affiliation to the Proposer that such person purports to represent.
- g. The City reserves the right to require a Proposer to amend and resubmit any RFP Comments that do not comply with the limitations and instructions in this Section 6.2.

6.3 Responses to RFP Comments

- a. The City may, in its discretion, elect to address RFP Comments within an Addendum to this RFP, that by its terms either reflects, or declines to reflect, a response to the substance of such comments.
- b. The City may also, but is not obligated to, provide responses to RFP Comments. The City will endeavor to provide any written responses within a reasonable period following receipt. Responses will generally be provided following One-on-One Meetings to any RFP Comments provided in advance of such series of One-on-One Meetings.
- c. Any responses to RFP Comments not identified as containing confidential by a Proposer or deemed by the City to include CORA Exempt Materials will be shared with all Proposers. Responses to questions identified by a Proposer as such, if any, will be provided directly to the Proposer submitting such question.
- d. If the City’s responds, it will be in writing and will be digitally released or delivered, in the City’s discretion, on the Project Website, by email, or otherwise. In responding to RFP Comments, the City may rephrase them as it deems appropriate and may consolidate similar comments.
- e. The City may also create and answer questions independent of those submitted by Proposers.
- f. The City may also, in its discretion, initiate confidential comments to a Proposer related to Pre-Proposal Submissions or any other Proposer-specific or confidential matter.

7. MEETINGS

7.1 One-on-One Meetings

7.1.1 Organization of One-on-One Meetings

- a. The City shall provide each Proposer with opportunities to have One-on-One Meetings to discuss the RFP and such Proposer’s RFP Comments, ATC Submissions, AFC Submissions, Design Submissions, Development Plans, and any other matter the City deems appropriate.
- b. One-on-One Meetings will be held at the invitation of the City. Details of the date, place and duration of, and any limitation on the number of attendees at, any such meetings, as well as any other logistical details (which potentially may include amendments to the rules that would otherwise apply to such meetings in accordance with this ITP) will be provided by the City in writing in advance thereof.

⁶ Additional information on the Project Website and upload process to be provided separately.

- c. The Procurement Schedule lists the anticipated dates for certain One-on-One Meetings. The City reserves the right to cancel or reschedule any anticipated One-on-One Meetings or to require or invite attendance at additional One-on-One Meetings.

7.1.2 Agenda for One-on-One Meetings

- a. The City may require Proposers to submit an agenda for each One-on-One Meeting in advance.
- b. Meeting agendas should include cross-references to a Proposer's RFP Comments, ATC Submissions, AFC Submissions, Development Plans and Design Submissions, as applicable, but they will not incorporate, recite, or add to such comments or submissions.

7.1.3 Confidentiality of One-on-One Meetings

- a. While the City intends that the discussions in any One-on-One Meetings will be confidential to the meeting participants, the City reserves the right:
 - i. to the extent that the City determines, in its discretion, that disclosure would not reveal the identity of the Proposer that raised an issue, constitute a disclosure of CORA Exempt Materials, or contradict the confidentiality provisions that apply to a Proposer's ATCs or AFCs, to disclose to all Proposers any issues raised during any such meeting, including through the issuance of an Addendum; and
 - ii. to share information, comments, or feedback received during any One-on-One Meeting with other Governmental Authorities without disclosing the identity of the Proposer(s) that provided such information or comments.

7.2 Topic Meetings

7.2.1 Purpose of Topic Meetings

- a. The City reserves the right to invite Proposers to attend additional meetings or site visits (including as an open forum for all Proposers to attend simultaneously) not formally organized as One-on-One Meetings for the purpose of providing Proposers with an opportunity to discuss specific topics relating to their due diligence on the RFP and the Project including with third parties.
- b. The City invites Proposers to suggest topics for discussion at such meetings through the submission of RFP Comments.

7.3 Other Meeting Rules

- a. All meetings held in accordance with this Section 7, are subject to standard rules of attendance and conduct issued by the City in advance of such meetings.
- b. Proposers shall not be permitted to submit to the City any written work product at such meetings except for exact copies of materials that were previously submitted in accordance with this ITP.
- c. No binding decisions regarding the RFP will be made by the City in any meeting.
- d. The City may, as a follow up to a question related to confidential information discussed in a One-on-One Meeting or Topic Meeting, issue a confidential written response to the Proposer asking such question.

8. PROPOSER DUE DILIGENCE

8.1 General Principles

- a. Except to the extent expressly provided for in this ITP, under the terms of any Stipend Agreement, and under the terms of the Project Agreement, each Proposer is solely responsible, at its own cost and expense, for:
 - i. conducting its own due diligence relating to the Project and the RFP;
 - ii. preparing and submitting all Pre-Proposal Submissions as and when required during the procurement process described in this ITP and its Proposal;
 - iii. complying with applicable law and this ITP throughout the course of the procurement process described in this ITP; and
 - iv. if selected as the Preferred Proposer, finalizing the terms of the Project Agreement in accordance with the RFP.
- b. In order to provide Proposers with sufficient opportunities to conduct due diligence relating to the Project and prepare their Pre-Proposal Submissions and Proposals, the City:
 - i. invites Proposers to:
 - A. submit RFP Comments and Supplemental Due Diligence Requests;
 - B. attend One-on-One Meetings and Topic Meetings, as indicated in this ITP;
 - C. review Reference Documents that the City is providing as supplements to this RFP,in each case as further detailed in this ITP; and
 - ii. invites Proposers to conduct such other due diligence as they determine is appropriate in its discretion, to the extent not regulated or prohibited by the terms of this ITP.

8.2 Supplemental Due Diligence

8.2.1 Limitations on Due Diligence

Proposers shall not:

- a. conduct Physical Due Diligence;
- b. access any part of the Site or other areas for the purpose of carrying out non-intrusive investigations:
 - i. to the extent such access would qualify as a Restricted Access Inspection; or
 - ii. to the extent such access would qualify as a Public Access Inspection;unless and until the City approved such investigation in accordance with this Section 8.2.

8.2.2 Supplemental Due Diligence Process

- a. Proposers may submit Supplemental Due Diligence Requests for Supplemental Due Diligence to the City at any time prior to the Final Supplemental Due Diligence Request Deadline specified in the Procurement Schedule, provided that:
 - i. the City will consider Supplemental Due Diligence Requests for Physical Due Diligence to be conducted by either the City on behalf of all Proposers, or by Proposers themselves, provided that, the City may, in its discretion, approve such

- a request with a modification as to the party that will perform such Physical Due Diligence;
- ii. the City reserves the right to reject any Supplemental Due Diligence Request, including on the basis that such request is excessive in scope or otherwise unreasonable (taking into account all other Supplemental Due Diligence Requests submitted by the same Proposer); and
- iii. Proposers shall be responsible for all costs and expenses and for securing any required third party consents or permits necessary for them to conduct any approved Supplemental Due Diligence Activities, except to the extent:
 - A. the results of any Physical Due Diligence are made available to all Proposers, in which case the City shall be responsible for all such costs and expenses and for securing any required third party consents or permits; or
 - B. expressly agreed otherwise by the City (for example, the City may, but shall not be obliged to, agree otherwise in relation to any Physical Due Diligence that they agree to conduct themselves).
- b. Proposers shall endeavor to submit Supplemental Due Diligence Requests for Physical Due Diligence related to geotechnical, groundwater and environmental items ahead of the First Supplemental Due Diligence Deadline in order to ensure the City can conduct such activities in a timely manner with respect to the procurement.⁷
- c. All Supplemental Due Diligence Requests shall be submitted in the form of Form 2.
- d. The City will use reasonable efforts to provide a Proposer with written feedback on any Supplemental Due Diligence Request promptly following receipt. The City may approve (with or without conditions or modifications) or disapprove any such request in its discretion.
- e. Subject to Section 15, the City will use reasonable efforts to maintain the confidentiality of any Supplemental Due Diligence Request during the procurement process described in this ITP, provided that:
 - i. based on the Supplemental Due Diligence Requests, the City may respond to a Proposer's request for Restricted Access Inspections or Public Access Inspections by providing all Proposers with such access, either collectively or individually at different times; and
 - ii. the City will make available to all Proposers, as a Reference Document, the results of any Physical Due Diligence that the City conducts in response to a Supplemental Due Diligence Request (without identifying the Proposer that submitted such request).

8.3 Title and Survey Due Diligence

- a. The City has provided title commitment and related recorded exception documents, and any existing survey with respect to the Private Development Area in the Reference Documents.

⁷ The City plans to undertake supplemental borings to support geotechnical, groundwater and environmental due diligence on behalf of all Proposers. Proposers are instructed to provide requests for location of such borings related to Public Elements and any Private Development Area pursuant to this provision as soon as practicable. The City reserves the right to incorporate all, none or a portion of the requested borings into any program.

- b. Until the date that is 30 Calendar Days prior to the Setting Date, Proposers may submit RFP Comments to the City to object to title and survey matters using Form 1.
- c. The City shall cure such any title and survey objections prior to the Effective Date.

9. ALTERNATIVE TECHNICAL CONCEPTS

9.1 ATC Submission Process

- a. The City encourages Proposers to identify ATCs that a Proposer reasonably anticipates will provide an equal or better technical solution than the one being replaced or modified, without modifying the goals and purposes of the Project. No deviation of the terms of any portion of the RFP will be permitted unless and until approved by the City as an ATC in accordance with this Section 9.1. This process is intended to allow Proposers to incorporate technical innovation and creativity into their Proposals, subject to the City's written approval, in its discretion.
- b. Proposers seeking to submit an ATC may submit ATCs using two methods:
 - i. Proposers may first submit a Conceptual ATC in the form of Form 3-A, followed by a Detailed ATC in the form of Form 3-B; or
 - ii. Proposers may directly submit a Detailed ATC without having previously submitted a related Conceptual ATC.
- c. Proposers should submit a separate Form 3-A or Form 3-B, as applicable, for each ATC.
- d. The principal purpose of a Conceptual ATC is to provide the City with high-level, sufficient information, conditions, or other relevant observations to inform Proposer's submission of a related Detailed ATC, provided that as noted above the City may in its discretion approve an ATC on the basis of a Conceptual ATC submission only. The principal purpose of a Detailed ATC is to provide the City with sufficient information to make a determination whether or not to approve the relevant ATC for incorporation, at a Proposer's discretion, in such Proposer's Proposal.
- e. Proposers should also note the following regarding the Conceptual ATC submission process:
 - i. the Conceptual ATC submission is not a mandatory prerequisite to submitting a Detailed ATC as Proposers may choose to directly submit a Detailed ATC;
 - ii. the City's approval or disapproval of a Conceptual ATC will not bind or otherwise limit the City's discretion to subsequently approve or disapprove a subsequently-submitted and related Detailed ATC submission;
 - iii. the City may in its discretion approve an ATC on the basis of a Conceptual ATC submission only or require a subsequent and related Detailed ATC submission to be made; and
 - iv. no deviation of the terms of the RFP and Project Agreement will be permitted unless and until the City formally approves a Detailed ATC Submission in accordance with this Section 8.3a, in which case Section 9.5 and the express terms of the Project Agreement regarding ATCs will apply.
- f. All ATCs shall be uploaded to the Project Website using the following naming convention: "[Proposer Name] - National Western Center Triangle Project – Confidential ATC – [Conceptual/Detailed ATC Submission No.]".
- g. Proposers may submit ATC Submissions to the City at any time prior to the Final ATC Submission Deadline, provided that the City reserves the right to require resubmission after

the Final ATC Submission Deadline of any ATC Submission submitted prior to such deadline.

9.2 ATC Discussions at Meetings

ATC discussions will be subject to the rules that apply to One-on-One Meetings in accordance with this ITP.

9.3 Responses to ATC Submissions

- a. The City will use reasonable efforts to provide a Proposer with the following written feedback on any ATC Submission 15 Working Days following the later of (1) the date the relevant ATC Submission was submitted, (2) the One-on-One Meeting at which such submission was or will be discussed, or (3) the date that the Proposer provided additional information pursuant to (vi) below. Such feedback will be one of the following:
 - i. unconditional approval;
 - ii. conditional approval, subject to modifications and/or conditions;
 - iii. disapproval, with or without guidance that such ATC can be re-submitted under any circumstance;
 - iv. notification that the inclusion of the proposed ATC in the Proposer's Proposal is already permitted under the terms of the RFP, and therefore does not qualify as an ATC;
 - v. notification that an Addendum to the RFP is currently under consideration that is the subject matter of the proposed ATC, and consideration of the proposed ATC may be more useful if delayed until that RFP Addendum is made (or determined not to be made); or
 - vi. a request for clarification, or for more information, with respect to the ATC.

9.4 Confidentiality

Confidentiality of ATC Submissions is discussed in Section 15.3.

9.5 Incorporation of ATCs into Project Agreement

- a. The City's approval (with or without conditions) of an ATC will constitute an agreement to modify the applicable requirements of the RFP (subject to agreement of the necessary specific drafting modifications), but only with respect to the Proposer that submitted such ATC and:
 - i. if such Proposer incorporates the approved ATC in its Proposal as submitted to the City; and
 - ii. to the extent specified in such approval, provided that any such approval of an ATC (whenever issued by the City) does not constitute an approval of specific drafting modifications to the RFP necessary to incorporate such ATC into the Project Agreement, which modifications will be agreed by the City and the Preferred Proposer pursuant to Section 27.2.
- b. Each Proposer shall be responsible for ensuring that its Proposal complies with the RFP as modified by an ATC that it incorporates in its Proposal. In the event that the City's approval of an ATC is subject to any condition and/or implementation of such ATC will require a third party (including governmental) approval, the relevant Proposer shall bear the full cost and is solely responsible for satisfying such condition(s) and/or obtaining any such approval(s). If any required condition is not met and/or approval is not subsequently

granted, the Proposer shall comply with the requirements of the RFP (unmodified by such ATC) without compensation, time extension, or relief.

10. ALTERNATIVE FINANCIAL CONCEPTS

10.1 AFC Submission Process

- a. The City encourages Proposers to identify AFCs that a Proposer reasonably anticipates will provide an enhanced financial solution supporting the goals and purposes of the Project. No deviation of the terms of the RFP will be permitted unless and until approved by the City as an AFC in accordance with this Section 10. This process is intended to allow Proposers to incorporate financial innovation and creativity into their Proposals, subject to the City's written approval, in its discretion.
- b. AFCs are defined as innovative financial approaches that may require changes to be implemented to the terms of the RFP. AFCs allow financing structures, and structures for the Proposer that would otherwise be prohibited or impracticable due to the terms of the RFP.
- c. Any AFC must be submitted in the form provided in Form 4.
- d. All AFCs shall be uploaded to the Project Website using the following naming convention: "[Proposer Name] - National Western Center Triangle Project – Confidential AFC – [AFC Submission No.]".
- e. Proposers may submit AFC Submissions to the City at any time prior to the Final AFC Submission Deadline, provided that the City reserves the right to require resubmission after the Final AFC Submission Deadline of any AFC Submission submitted prior to such deadline.

10.2 AFC – Disfavored Concepts

A proposed AFC is not likely to be approved by the City if, in the City's discretion, it reduces the City's value for money, rights, and remedies, including any concepts that contain the following:

- a. changes to Availability Payment profile, which includes changing the indexation;
- b. an increase in the City's potential liability for Project Debt;
- c. a change to Debt Provider rights and protections that would be less favorable to the City, provided in the Project Agreement, except insofar as a proposed AFC not directed at such provisions incidentally would require amendment of such provisions in order to implement the proposed AFC;
- d. a change resulting in requirements for insurance, performance security, proposal security or indemnities that would be less favorable to the City, including with respect to Debt Provider direct agreements; or
- e. a change to the termination provisions, except to the extent such change would result in neutral or more favorable terms to the City.

10.3 AFC Discussions at Meetings

AFC discussions will be subject to the rules that apply to One-on-One Meetings in accordance with this ITP.

10.4 Responses to AFC Submissions

- a. The City will use reasonable efforts to provide a Proposer with the following written feedback on any AFC Submission 15 Working Days following the later of (1) the date the relevant AFC Submission was submitted, (2) the One-on-One Meeting at which such

submission was or will be discussed, or (3) the date that the Proposer provided additional information pursuant to (vi) below. Such feedback will be one of the following:

- i. unconditional approval;
- ii. conditional approval, subject to modifications and/or conditions;
- iii. disapproval, with or without guidance that such AFC can be re-submitted under any circumstance;
- iv. notification that the inclusion of the proposed AFC in the Proposer's Proposal is already permitted under the terms of the RFP, and therefore does not qualify as an AFC;
- v. notification that an Addendum to the RFP is currently under consideration that is the subject matter of the proposed AFC, and consideration of the proposed AFC may be more useful if delayed until that RFP Addendum is made (or determined not to be made); or
- vi. a request for clarification of, or for more information, with respect to the proposed AFC.

10.5 Confidentiality

Confidentiality of AFC Submissions is discussed in Section 15.3.

10.6 Incorporation of AFCs into Project Agreement

- a. The City's approval (with or without conditions) of an AFC will constitute an agreement to modify the applicable requirements of the RFP (subject to agreement of the necessary specific drafting modifications), but only with respect to the Proposer that submitted such AFC and:
 - i. if such Proposer incorporates the approved AFC in its Proposal as submitted to the City; and
 - ii. to the extent specified in such approval, provided that any such approval of an AFC (whenever issued by the City) does not constitute an approval of specific drafting modifications to the RFP necessary to incorporate such AFC into the Project Agreement, which modifications will be agreed by the City and the Preferred Proposer pursuant to Section 27.2.
- b. Each Proposer shall be responsible for ensuring that its Proposal complies with the RFP as modified by an AFC that it incorporates in its Proposal. In the event that the City's approval of an AFC is subject to any condition and/or implementation of such AFC will require a third party (including governmental) approval, the relevant Proposer shall be solely responsible for satisfying such condition(s) and/or obtaining any such approval(s). If any required condition is not met and/or approval is not subsequently granted, the Preferred Proposer shall comply with the requirements of the RFP (unmodified by such AFC) without compensation, time extension, or relief.

11. STIPEND AGREEMENT

- a. Each Proposer may, but is not required to, submit to the City an executed Stipend Agreement in the form of Form 10 for counter-execution by the City.
- b. Proposers will physically deliver two copies of the executed Stipend Agreement (each with original signatures) to the RFP Procurement Contact at the Proposal Submittal Location during the hours of 8:00 am to 4:00 pm MT on any Working Day, up to and including (but not after) the date and time specified in the Procurement Schedule as the Stipend

- Agreement Deadline. The City reserves the right to not accept Stipend Agreements submitted after such date and time.
- c. After receiving a Stipend Agreement in compliance with the foregoing requirements, the City will return one fully executed copy to the Proposer following approval by City Council.
 - d. The City will make certain payments pursuant to the terms of the Stipend Agreement all of which will be conditioned upon:
 - i. the timely return of an executed, unaltered copy of the Stipend Agreement;
 - ii. City approval and execution of the Stipend Agreement; and
 - iii. the Proposer complying with the terms of this RFP, including all submission and confidentiality and conflict requirements.
 - e. Under the Stipend Agreement, the City will agree to pay the Proposer a graduated stipend on the condition that:
 - i. the Proposer has fully and actively participated in the procurement process, including, but not limited to, One-on-One Meetings, Topic Meetings, and ATC and/or AFC processes and has submitted all required Pre-Proposal Submissions;
 - ii. unless the City has cancelled of the procurement process described in this ITP prior to the Technical Proposal Submission Deadline, Proposer submits a Proposal that is responsive to, and compliant with, the RFP (including meeting all Technical Responsiveness Criteria and passing the Technical Substantive P/F Evaluation), as determined by the City in its discretion; and
 - iii. unless the City has cancelled of the procurement process described in this ITP prior to the Financial Proposal Submission Deadline, Proposer submits a Financial Proposal which is responsive to, and compliant with, the RFP (including meeting all Financial Responsiveness Criteria), as determined by the City in its discretion.
 - f. Subject to Section 11.e, the Stipend will vest in two parts:
 - i. \$500,000 will vest upon the submission of a compliant First Formal Development Plan Submission; and
 - ii. \$2,000,000 will vest upon submission of a Technical Proposal meeting all Technical Responsiveness Criteria and passing the Technical Substantive P/F Evaluation.
 - g. For certainty, if the City cancels the procurement process for any reason prior to Second Development Plan Submission Deadline as defined in Section 3.5, the City shall not be obliged to pay a Stipend to any Proposer and shall not be responsible, in whole or in part, for any costs incurred by any Proposer as a result of its participation in the procurement process described herein.

12. COMMUNICATIONS AND CONTACTS

12.1 Proposer Contacts

- a. Each Proposer previously identified an Official Representative, and each Official Representative may designate a Notice Representative.
- b. Proposers may update the identity of such Proposer's Official Representative and/or Notice Representative from time to time by notifying the RFP Procurement Contact, five Working Days prior to the anticipated start date, via email of the name, title, mailing address, phone numbers, email address and fax number (if any) of the Proposer's replacement Official

Representative or Notice Representative. Such replacements may be made on a time-limited basis, if needed, to address temporary unavailability of a Proposer's Official Representative or Notice Representative, provided that the Proposer notifies the City of the start and end date for such time-limited replacement.

- c. All future communications by the City related to the RFP will be made to the Proposer's Official Representative, or its designated Notice Representative, if applicable.

12.2 Rules of Contact

- a. The rules of contact specified herein will apply during the Restricted Contact Period.
- b. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by the City in connection with the RFP process.
- c. Contact includes face-to-face, telephone, videoconference, facsimile, e-mail, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer.
- d. The specific rules of contact during the Restricted Contact Period (unless another period is otherwise noted) are as follows:
 - i. no Restricted Person from one Proposer team will communicate with any Restricted Person from another Proposer team with regard to the RFQ, RFP, or its Proposal; provided, however, that subcontractors that are shared between two or more Proposer teams (subject to the restrictions in Section 13.3) may communicate with their respective team members so long as those Proposers establish reasonable protocols to be submitted to, reviewed and approved by the City to ensure that the subcontractor will not act as a conduit of information between the teams. In addition, contact among Proposers and Major Participants is allowed during any Topic Meetings and other informational meetings, if any.
 - ii. The City will be the sole contact for purposes of this procurement and the RFP. The Proposers will correspond with the City regarding the RFP only through the City's designated representative, which initially will be:

Elizabeth Zollo, Contract Administration Manager – Public Works
National Western Center Triangle Project Procurement Contact
pw.procurement@denvergov.org

(as updated by the City from time to time, the "RFP Procurement Contact").

- e. Any official information regarding the Project will be disseminated from the City either from an official email account or on agency letterhead, in either case from the RFP Procurement Contact, or from time to time, via the City's legal counsel with copy to the RFP Procurement Contact, or via the Project Website. The City will not be (and will be deemed not to be) responsible for, and Proposers may not rely (and will be deemed not to have relied) on, any oral or written communication or contact or any other information or exchange that occurs outside the official process specified in this RFP.
- f. Commencing with the issuance of this RFP (for certainty, the related provisions of the RFQ have been in effect since the date of its issuance) and continuing until the earliest of (i) award and execution of the Project Agreement, (ii) rejection of all Proposals by the City, or (iii) cancellation of the procurement, no Restricted Person will have any communication regarding the RFP, the Project Agreement, or the procurement described in this RFP with:

- i. any City elected official; and/or
- ii. any City staff, advisors, contractors or consultants involved with the procurement of the Project including those referenced in this Section 12.2, except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the RFP Procurement Contact, in the City's discretion.

The foregoing restriction will not, however, preclude or restrict communications with regard to matters unrelated to the Project, the RFQ, or the RFP or limit participation in public meetings or any public or Proposer workshop related to the Project, the RFQ, the RFP.

- g. The Proposers shall not directly or indirectly contact or communicate with the following identified stakeholders regarding the Project, the RFQ or the RFP, including employees, representatives, members, consultants, and advisors of the stakeholders listed below (provided that, with respect to consultants and advisors, such restrictions on contact and communications only apply to the extent any such consultant or advisor provides or has provided services related to the Project or the RFP):

- i. the Authority;
- ii. WSSA;
- iii. CSU;
- iv. the BSNF;
- v. the Denver Rock Island Railroad;
- vi. the Denver Urban Renewal Authority;
- vii. the Colorado Department of Transportation; and
- viii. RTD.

- h. In order to ensure that, among other things, the procurement is implemented in a fair, competitive and transparent manner, the City will provide any necessary intermediary coordination during the procurement process between Proposers, on the one hand, and the stakeholders who are the subject of these restrictions in this Section 12.2, on the other hand, provided that Proposers are permitted to submit written requests to the City, via the RFP Procurement Contact, in the City's discretion, to:

- i. engage a consultant or advisory firm that also acts for any such stakeholder in connection with the Project or this RFP, subject to such firm's implementation of Information Barriers; and
- ii. engage in the City monitored contacts or communications with any such stakeholder or related Person.

Any such requests should identify the anticipated benefits to the Project and/or the procurement process that may result from the requested engagement, contact or communication.

- i. Restricted Persons shall implement reasonable systems and take reasonable precautions to prevent violations of the requirements of this Section 12.2. If a Restricted Person becomes aware of any potential violations of this Section 12.2, the Proposer shall notify the RFP Procurement Contact as soon as practicable of the nature of such violation, including relevant documentation.

12.3 Violation of Rules of Contact

- a. Any communications or contacts determined by the City to be prohibited by the rules outlined in Section 12.2 or otherwise improper, may result, in the City's sole discretion, in one or more of the following:
 - i. exclusion from ongoing procurements;
 - ii. discipline of City employees;
 - iii. termination of your employer's contract;
 - iv. exclusion of you from additional work on Phases 1 & 2 Work or the Triangle;
 - v. legal action for violation of applicable Federal, State and local laws governing procurements including but not limited to C.R.S. 18-8-306, C.R.S. §18-5-402, C.R.S. §6-4-101 et. seq., C.R.S. §24-30-1406, C.R.S. §18-8-306; and
 - vi. recovery of damages.

13. CONFLICTS OF INTEREST

13.1 General Requirements and Prohibitions

- a. Proposers are required to comply with the City's Conflict Resolution Guidelines and Escalation Procedure included in the Reference Documents.
- b. Proposers are also advised that the City's guidelines relating to Conflicts of Interest in this RFP are intended to augment applicable Federal, State, and local law. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.
- c. The mere perception of a conflict of interest is problematic and the Proposer shall refrain from any such activities or relationships that may be perceived as a Conflict of Interest.

13.2 Disclosure of Conflicts

- a. Proposer shall provide information concerning Conflicts of Interest and disclose all relevant facts concerning any past, present, or currently planned interests which may present a Conflict of Interest (i) at any time during the Restricted Contact Period, as soon as such conflict is discovered, and (ii) in its Proposal (which requirement may be satisfied by inclusion of a confirmation that no such organizational conflicts of interest exist in relation to such Proposer).
- b. With regard to any disclosure pursuant to Section 13.2a, Proposer shall state how its interests or those of any of its Major Participants, team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or Key Personnel thereof, may result in, or could be viewed as, a Conflict of Interest.
- c. By submitting its Proposal, each Proposer agrees that, if a Conflict of Interest is discovered, the Proposer shall make an immediate and full written disclosure to the City that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If a Conflict of Interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, the City may disqualify the Proposer.

13.3 Persons with Conflicts of Interest

Without an exception granted by the City, Proposer is prohibited from teaming with, including on a Proposer team as contractor, subcontractor, consultant or subconsultant, receiving any advice

from, or discussing any aspect relating to the Project or the procurement with any Person or entity with an organizational conflict of interest, including, but not limited to:

- a. Kaplan Kirsch & Rockwell;
- b. Ernst & Young Infrastructure Advisors, LLC;
- c. Jacobs;
- d. Mott MacDonald;
- e. Arup;
- f. CAA Icon;
- g. Crossroads LLC;
- h. Strae Advisory Services;
- i. Caryatid, LLC;
- j. King Associates;
- k. CRL Associates, Inc.;
- l. p3point;
- m. Loughran Group;
- n. Hogan Lovells;
- o. Butler Snow;
- p. Sherman & Howard;
- q. Otten Johnson Robinson Neff + Ragonetti PC;
- r. Sii LLC;
- s. any other Person that, to the best of Proposer's knowledge and belief, was engaged by City or any of the above listed entities in connection with the Project, this RFQ, or the RFP;
- t. any other Person that, to the best of Proposer's knowledge and belief:
 - i. was or is engaged by the City or any of the above listed entities in connection with the Project, the RFQ or this RFP; or
 - ii. had access to non-public information regarding the same by virtue of an otherwise unrelated engagement; and
- u. Affiliates of any of the above.

14. PROPOSER TEAM MEMBERSHIP

14.1 Limitations on Proposer Team Membership

- a. To ensure a fair and competitive procurement process:
 - i. each Infrastructure Equity Member, Lead Contractor, Lead Architect, and Lead Urban Designer, Lead Real Estate Developer and each of their Affiliates, are prohibited from participating (unless an MWBE), subject to Section 14.1a.ii below in any capacity, on another Proposer team during the course of the procurement process; and

- ii. if a Proposer (including through any Major Participant or any of their Affiliates) engages any (A) financial, technical, insurance, legal, public relations, or other specialist advisor, (B) commercial bank, arranger, underwriter, placement agent, or other potential provider or arranger of financing, or (c) any MWBE in a capacity referenced in Section 14.1a.i above, on a non-exclusive basis, then such engagement should be made subject to such engaged Person implementing Information Barriers prior to entering into any separate engagement with another Proposer (including through any Major Participant or any of their Affiliates), which Information Barriers shall be acceptable to the City in its discretion.
- b. In accordance with D.R.M.C., Article III, Division 1, § 28-63-157, any agreement between a Major Participant and any MWBE, which requires that the MWBE not provide subcontracting quotations to other Proposers, is prohibited and may render a Proposer's Proposal non-responsive.
- c. Any Proposer that fails to comply with the prohibitions contained in this Section 14.1 may be disqualified from further participation as a Proposer.

14.2 Proposer Team Updates

14.2.1 General Restrictions on Changes

- a. Subject to Section 14.2.2, no Proposer shall:
 - i. add, delete or substitute a Major Participant, or other Persons previously identified in its SOQ as being part of its team;
 - ii. materially alter the relationships or responsibilities among the foregoing Persons, or with any Affiliate of a Major Participant, as compared to how such relationships and responsibilities were described in its SOQ;
 - iii. otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in its SOQ inaccurate or incomplete, (each an "Organizational Change"); or
 - iv. substitute, materially alter the responsibilities of, or materially diminish the qualifications of any Key Personnel or other Person previously identified in its SOQ as being part of its team (a "Key Personnel Change")

at any time prior to the date of the public announcement of the identity of the Preferred Proposer, except as provided for in this ITP or pursuant to the Supplemental RFQ.

14.2.2 Organizational and Key Personnel Changes

- a. Proposers may make Organizational Changes or Key Personnel Changes with the City's consent, to be given in the City's discretion. As a condition to making any such Organizational Change or Key Personnel Change, a Proposer must submit to the City a description of the proposed change and any relevant documentation related to the change in the form of Form 5.
- b. Proposers should submit a separate Form 5 for each Organizational Change or Key Personnel Change at any time prior to the Proposer Team Update Submission Deadline.
- c. While the City reserves the right to withhold its consent to any Organizational Change or Key Personnel Change under Section 14.2.2a in its discretion, the City expects that it will base its decision as to whether to accept a proposed change on whether the proposed Organizational Change or Key Personnel Change would:

- i. render the Proposer materially different from or less qualified than the Proposer originally selected as a Shortlisted Proposer;
- ii. result in any actual or potential Conflict of Interest;
- iii. cause the Proposer to be in violation of another provision of this RFP and/or the Project Agreement; and/or
- iv. any other factors that the City considers relevant or material.

15. PUBLIC RECORDS LAW REQUIREMENTS

15.1 Property of the City

Once submitted, after any Proposal Submission Deadline the submitted materials will become the property of the City and may not be returned to Proposers.

15.2 Compliance with CORA

RFP Comments, Pre-Proposal Submissions and Proposals are subject to CORA. Proposers are encouraged to familiarize themselves with CORA.

15.2.1 Submission of Confidential and Proprietary Information

- a. In the event a Proposer submits any information that the Proposer believes are CORA Exempt Materials, it must:
 - i. if the submission is made part of the Proposal, include an index of such information in the form of Form 12 and provide a redacted copy of the Proposal in accordance with Section [19.3.2]; and
 - ii. if the submission is made as part of any Pre-Proposal Submission or otherwise is made other than as part of the Proposal, conspicuously mark the affected document “CONFIDENTIAL” or “CONFIDENTIAL AND PROPRIETARY” in the header or footer of each such page affected (or, for partially affected pages, within the page in such a manner that makes clear where such information or materials begin and end). In addition, a Proposer must include with such submission a statement as to whether it believes that such information or materials are CORA Exempt Materials for a certain period of time (to be specified) or permanently, together with a brief explanation of the basis for such belief.
- b. Blanket designations that do not identify the specific information deemed confidential by the Proposer shall not be acceptable and may be cause for the City to treat the entire Proposal as public information.
- c. No designation by a Proposer of information or materials as CORA Exempt Materials will be:
 - i. binding on the City; or
 - ii. determinative of any issue relating to the application of, or treatment of such information or materials under, CORA or any other applicable law.

15.2.2 City Assessment of Confidential and Proprietary Information

- a. The City will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under CORA or other applicable laws, as to the interpretation of such laws, or as to the definition of trade secret.
- b. Nothing contained in this Section [15.2.2] will modify or amend requirements and obligations imposed on the City by CORA or other applicable law.

- c. The City reserves the right to disagree with a Proposer's assessment as to whether any information or materials submitted by it pursuant to the RFP contains CORA Exempt Materials, including taking into account the interest of protecting the integrity of the competitive bidding process. If the City disagrees with a Proposer's assessment, the City will inform the relevant Proposer of its determination and, in the case of RFP Comments submitted by a Proposer, will either:
 - i. allow the Proposer to withdraw the relevant RFP Comment, rephrase it, or have it answered non-confidentially (with the understanding that the City cannot guarantee that the original RFP Comment will not still be subject to disclosure under CORA or any other applicable law); and/or
 - ii. if the City determines that it is appropriate to provide a general response to the relevant RFP Comment to all Proposers, the City may modify the RFP Comment as released in any general response document to remove information that the City determines in its discretion constitutes CORA Exempt Materials.

15.2.3 Requests for Disclosure

- a. The City will notify a Proposer if either a request is made under CORA or any other applicable law for information or materials that a Proposer has identified as CORA Exempt Materials, or if any City denial of such a request is challenged. The Proposer may take any action it deems necessary to defend the challenge. The relevant Proposer, and not the City, shall be responsible for the costs associated with defending any request for disclosure of any information or materials claimed by Proposer to be CORA Exempt Materials.
- b. In connection with this obligation, the Proposer shall:
 - i. use commercially reasonable efforts to assist the City in such defense;
 - ii. indemnify the City for any costs and expenses incurred by them in such defense; and
 - iii. at the City's request, intervene in any such defense at its own cost and expense.

15.3 Confidentiality of ATC and AFC Submissions

- a. Subject to CORA, the City will maintain the confidentiality of each ATC or AFC Submission except:
 - i. to the extent that disclosure is necessary to maintain compliance permitting and/or other legal requirements (including under CORA) necessary for the delivery of the Project;
 - ii. with respect to any third party which is properly involved in the review of ATC or AFC Submissions by the City; and
 - iii. to other Persons participating in any One-on-One Meetings at which such ATC or AFC Submissions are discussed.
- b. If disclosure of an ATC or AFC is required prior to the Proposal Submission Deadline, with respect to ATC or AFC information that a Proposer has properly identified and marked in accordance with Section 15.2.1, the City will as necessary issue an Addendum to the RFP by releasing the minimal amount of information necessary to ensure:
 - i. compliance with the relevant requirements; and
 - ii. that all Proposers are aware of any amendments to the RFP.

- c. The City may, in its discretion, share with the Preferred Proposer any ATC or AFC that was previously submitted by another Proposer (whether or not incorporated by such other Proposer in its Proposal), provided that such other Proposer submitted an executed Stipend Agreement in accordance with Section 11.
- d. Notwithstanding the foregoing, the City may modify the RFP following receipt of any ATC or AFC Submission:
 - i. If the City determines, based on the proposed ATC, AFC or otherwise, that the RFP contains an error, omission, or ambiguity, which correction or modification may render an ATC or AFC contained in such submission no longer applicable, regardless of any impact on a proposed ATC or AFC;
 - v. to reflect the ATC or AFC (in whole or in part) that is contained in such submission to the extent the City concurrently or previously considered and evaluated such concept; or
 - vi. for any other reason if the City does not intend to disclose the ATC or AFC to the other Proposers.

15.4 Confidentiality of Design and Development Plans

- a. City reviews of Design and Development Plans, including stakeholder reviews, will be undertaken on a confidential basis. The City will maintain the confidentiality of the Concept and Formal Development Plans through Notice of Award except:
 - i. to the extent that disclosure is necessary to maintain compliance with federal or State permitting and/or other legal requirements (including under CORA) necessary for the delivery of the Project;
 - ii. with respect to any third party which is properly involved in the review of Design or Development Plans by the City; and
 - iii. to other Persons participating in any One-on-One Meetings at which such Design or Development Plans are discussed.
- b. For the avoidance of doubt, the Public Release Development Plan shall not be considered confidential and may be released to the public by the City,

15.5 Commitment to Transparency

- a. The City is committed to transparency during the procurement process for the Project and throughout its design, construction, financing, operation and maintenance. This commitment builds upon the City's general policies governing transparency and open records, which, as they relate to the RFP.
- b. The City has already taken steps to prioritize transparency, open government and accountability in accordance with this commitment, for example by releasing to the public, on the PBI Website, information related to the RFQ phase of the Project (including information relating to the Proposers and their Public Disclosure SOQs).
- c. The City reserves the right to disclose or publicly release any information and materials submitted by Proposer that do not constitute CORA Exempt Materials.

15.6 Disputes and Liability

15.6.1 Disclosure Disputes

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the Proposer pursuant to Section 15.2 or otherwise under this ITP, the City will be the custodian

retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that the City reserves the right, in its respective discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by the City in connection with any litigation, proceeding, or request for disclosure will be reimbursed and paid by the Proposer objecting to the disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

15.6.2 No Liability for Disclosure

In no event will the City or any of its agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a Proposal submitted under this RFP.

PART D: PRE-PROPOSAL SUBMISSIONS

16. PRE-PROPOSAL SUBMISSIONS

16.1 General Instructions

- a. In accordance with this ITP, Proposers are required to submit the following submissions to the City that are separate from their Proposals:
 - i. the agendas for One-on-One Meetings;
 - ii. the Concept Development Plan and the Formal Development Plan;
 - iii. the Initial Design Submission and Final Design Submission; and
 - iv. the Interest Rate Submission.

- b. Proposers may, but are not required to unless applicable, submit the following submissions to the City that are separate from their Proposals:

- i. RFP Comments;
- ii. Supplemental Due Diligence Requests;
- iii. ATC Submissions;
- iv. AFC Submissions;
- v. Organizational Changes;
- vi. Key Personnel Changes; and
- vii. Stipend Agreement.

Each of the submissions referred to in this Section 16.1 is a “Pre-Proposal Submission”.

- c. Each Pre-Proposal Submission shall:
 - i. comply with any applicable instructions specified in this ITP, including through the use of forms provided in Part [H], as applicable; and
 - ii. with the exception of the Stipend Agreement, which shall be submitted in accordance with Section 11, be uploaded to the Project Website using the following naming convention: “[*Proposer Name*]: National Western Center Triangle Project– [*name of submission e.g. RFP Comments, etc.*]”.⁸

16.2 Pre-Proposal Development Plan Submissions

16.2.1 Timing

Proposers shall be required to provide a Concept Development Plan and two Formal Development Plans no later than the dates specified in the Procurement Schedule in Section 3.5.

16.2.2 Key Assumptions

- a. It is anticipated that the existing CMP-NWC zone district and the newly created CMP-NWC-C and CMP-NWC-G zone districts will serve as a starting point for potential zoning for the Triangle, however, community and stakeholder discussions will ultimately inform the proposed approach.

⁸ Requirements for paper submissions of the Concept and Formal Development Plans and the Initial and Final Design Submissions are under consideration and will be updated in a future Addendum.

- b. Proposers will be required to undertake an Initial Takedown at Financial Close of no less than three and no more than seven acres. Private Development on these parcels must be completed no later than six months after the Substantial Completion Date pursuant to the Project Agreement.
- c. Future Takedowns must occur not later than the schedule below, and the Proposer must provide an anticipated development schedule which shows:
 - i. No less than 15 acres (inclusive of the Initial Takedown) taken down by the date that is six months after the Substantial Completion Date;
 - ii. Additional ten acres taken down by December 31, 2030;
 - iii. Additional ten acres taken down by December 31, 2035; and
 - iv. Remaining acreage taken down by December 31, 2040.
- d. Land in the Initial Takedown will be sold to the Developer at a cost of \$180 per square foot of land included Private Development Parcels comprising the Initial Takedown pursuant to Schedule 14 of the Project Agreement.
- e. The Developer will be required to undertake a subdivision process after Notice of Award, subject to City Approval. To the extent this is not completed prior to Financial Close, the Developer shall be required to provide a metes and bounds legal description, subject to City Approval, sufficient to effectuate the Initial Takedown.

16.2.3 Concept Development Plan

- a. The Proposer shall submit a Concept Development Plan.
- b. The Concept Development Plan submissions will generally follow the City's Infrastructure Master Plan review process, as set forth in Section 12.4.14 of the Denver Zoning Code. Proposers will be required to submit a Concept Development Plan that includes elements intended to mirror the City's Infrastructure Master Plan requirements. The formal submission of an Infrastructure Master Plan for regulatory review and approval by the City shall be undertaken by the Developer at any time following issuance of a Notice of Award.
- c. A Concept Development Plan shall include:
 - i. narrative and map of the proposed development addressing the estimated range of proposed land uses and intensities and proposed infrastructure changes;
 - ii. map depicting the conceptual location of open space areas to meet the minimum requirements outlined in Schedule 14 of the Project Agreement;
 - iii. map depicting the conceptual location of proposed streets, development parcels, and anticipated land uses/square footage of non-residential development and number of dwelling units;
 - iv. phasing plan establishing the timing and responsibility for construction of public improvements, infrastructure, and open space;
 - v. building design concepts for the Public Facilities including the New Arena, Expo Hall and 1909 Building; and
 - vi. summary of affordable housing to be provided, including timing and units.
- d. The City may invite the Proposer to discuss a Concept Development Plan submission in accordance with Section 7.1.1.

16.2.4 Formal Development Plan

- a. The Proposer shall submit two Formal Development Plans in accordance with the Procurement Schedule.
- b. The Formal Development Plan submissions will generally follow the City's IMP submittal requirements. Proposers will be required to submit a Formal Development Plan that includes elements intended to mirror the requirements of an IMP.
- c. A Formal Development Plan shall include:
 - i. a narrative, including:
 - A. proposed development concept including land use and maximum number of residential units, square footages of non-residential uses, and open space;
 - B. overview of infrastructure needed to serve the project that is in narrative form with conceptual level overview diagrams along with general assumptions on infrastructure phasing;
 - C. phasing plan establishing the timing and responsibility for construction of public improvements, infrastructure, and open space; and
 - D. summary of affordable housing to be provided, including timing and units;
 - ii. a land use plan, including:
 - A. the anticipated future parcel and zone lot configurations;
 - B. a narrative addressing incorporation of existing structures into the Triangle and future development plans;
 - C. proposed building heights;
 - D. transportation network and development parcels layout and concept design, including the vehicular, pedestrian, and bicycle circulation concept, including both transportation connections internal to the Triangle and connecting to surrounding transportation systems;
 - E. street typologies and cross sections;
 - F. proposed right-of-way vacations and/or utility abandonments or relocation;
 - G. water supply and distribution system and concept design;
 - H. drainage and water quality system and concept design;
 - I. sanitary sewer system and concept design;
 - J. open space layout, connectivity and concept design;
 - K. phasing plan for infrastructure and vertical development, including the extent of the infrastructure required under the Project Agreement to be completed with the Public Elements as a condition to Substantial Completion, and for any remaining infrastructure, how such phasing aligns with the future buildout schedule; and
 - L. identification of any required major off-site improvements;
 - iii. supplemental engineering studies, including:

- A. Transportation Impact Study (scope determined by City Development Services – Transportation);
 - B. Sanitary Sewer Master Study (see Section 2.05 of the Sanitary Sewer Design Technical Criteria Manual);
 - C. Stormwater/Drainage and Water Quality Master Study (see Section 2.4 of the Storm Drainage Requirements and Technical Criteria Manual);
 - D. Master Water Study (scope determined by Denver Water).
- iv. Architectural for the New Arena, Expo Hall and 1909 Building, including:
- A. design narrative;
 - B. building context per character area;
 - C. mass and scale;
 - D. façade design;
 - E. entries;
 - F. service;
 - G. transparency;
 - H. build-to and active edge concept;
 - I. ground floor plan/building activation concept;
 - J. building sections;
 - K. building elevations;
 - L. floor plans and building layout (all levels); and
 - M. design renderings and graphics (all public facing facades).
- d. The City may invite the Proposer to discuss a Concept or Formal Development Plan submission in accordance with Section 7.1.1.

16.2.5 Public Release Development Plan

- a. With each Concept and Formal Development Plan, Proposers shall be required to submit a Public Release Development Plan that does not contain any confidential or proprietary information concerning the Proposer’s plan of development, development sequencing, or anticipated proposal price, in order to facilitate public and stakeholder outreach concerning the Project in a manner that does not reveal information that could be detrimental to the competitive procurement process.
- b. The Public Release Development Plan should include:
 - i. map depicting the conceptual areas dedicated to the Public Elements, Private Development Parcels, and anticipated land uses;
 - ii. proposed building heights and transitions to surrounding contexts;
 - iii. map depicting the conceptual location and size of open space areas;
 - iv. general location of proposed streets and the vehicular, pedestrian, and bicycle circulation concept, including both transportation connections internal to the NWC Campus and connections to the surrounding transportation system; and
 - v. renderings of the Public Facilities from multiple angles.

16.2.6 Confidentiality

Confidentiality of Concept and Formal Development Plan submissions is discussed in Section [].

16.2.7 Consistency with Technical Proposal

- a. The Proposer shall be required to submit a Land Use Plan and an Infrastructure Master Plan as part of its Technical Proposal. Such plans shall be materially consistent with the last Formal Development Plan submitted to the City prior to the Technical Proposal Submission Date with the exception of changes to address additional comments provided by the City.

16.3 Pre-Proposal Design Submissions

16.3.1 Timing

Proposers shall be required to provide an Initial Design Submission and a Final Design Submission no later than the dates specified in the Procurement Schedule in Section 3.5.

16.3.2 Format and Contents

- a. The Proposer shall submit design materials for each Public Element, which shall depict:
 - i. conceptual-level design for each of building;
 - ii. overall dimensions of major elements for each building;
 - iii. façade renderings;
 - iv. structure and any unusual design features;
 - v. existing and proposed grades;
 - vi. public spaces;
 - vii. indicative streetscape; and
 - viii. show all exterior elevations of referenced buildings including floor level indicator, overall building height, and elevations of existing neighboring buildings.
- b. The City may invite the Proposer to discuss an Initial or Final Design Submission in accordance with Section 7.1.1.

16.3.3 Confidentiality

Confidentiality of Initial and Final Design Submissions is discussed in Section [].

16.4 Interest Rate Submission

16.4.1 Statement of Approach

Pursuant to Schedule 1 to the Project Agreement, the City will assume Base Interest Rate fluctuation risk (and corresponding potential benefits) with respect to any Rate-Protected Debt for the duration of the Interest Rate Protection Period.

16.4.2 Submission of Base Interest Rates

- a. The Proposer must submit the selected Benchmark Index (or Indices) and the Base Interest Rates underlying the Project Debt to be included in its Financial Proposal and the Bid Financial Model using Form 14 to the City by the Interest Rate Submission Date.
- b. The Base Interest Rate(s) provided by the Proposer shall be:
 - i. tied to a Benchmark Index;

- ii. supported by screenshots on Bloomberg or other independently verifiable source;
- iii. based on the expected drawdown and repayment profile and include details of the proposed amortization schedule, day count, and trade date;
- iv. priced as of 1:00 p.m. MT on the Interest Rate Submission Date without any forward components as if the trade was executed on the Interest Rate Submission Date; and
- v. priced without any credit or swap margin.

16.4.3 Approval of Base Interest Rate(s)

- a. Not later the third Working Day after the Interest Rate Submission Date, the City will approve the Base Interest Rate(s) to be used in the Proposer's Financial Proposal. Following receipt of any Proposer's Interest Rate Submission, the City may in its discretion:
 - i. request clarifications;
 - ii. discuss the Interest Rate Submission with the Proposer; and
 - iii. extend the date by which the City has agreed to otherwise approve the Base Interest Rate(s) and indices in such submittal as reasonably necessary to resolve a request for clarification or other issue.
- b. If the Base Interest Rate(s) are deemed acceptable to the City, the City shall issue a letter to the Proposer indicating acceptance of such Base Interest Rate(s). Each Proposer shall use such approved Base Interest Rate(s) in its Financial Proposal and Bid Financial Model.

16.4.4 Base Interest Rate(s) Fluctuation Adjustment

- a. As previously set forth, for any Proposer submitting an approved Interest Rate Submission pursuant to Section 16.4.2 above, the City will bear the risk of increases and the benefit of decreases in Base Interest Rate(s) for Rate-Protected Debt that occur during the Interest Rate Protection Period.
- b. Pursuant to Schedule 1 of the Project Agreement, the Bid Capital MAP will be increased or decreased, as applicable, to reflect the total financial impact of any change in Base Interest Rates on any Rate-Protected Debt proposed in the Proposer's Financial Proposal, in each case, over the duration of the Interest Rate Protection Period.
- c. Credit spread risk for any Project Debt will be borne by the Proposer. Credit spread risk includes any movements in bank lender margins, bond credit spreads, swap credit spreads, or other credit margins.

16.4.5 Dry Run of Interest Rate Submission

- a. The City intends to conduct one or more dry runs of the Interest Rate Submission process outlined in this Section 16.4 solely to confirm a mutual understanding with Proposers of these processes. The dry run will take place as follows:
 - i. No later than 1:00 p.m. MT on the date(s) notified to the Proposers by the City, Proposer shall submit a completed Interest Rate Submission Form to the City.
 - ii. No later than the third Working Day following the submission described in clause (i), above, the City will provide feedback or seek clarification from the Proposer.

PART E: PROPOSAL INSTRUCTIONS

17. SUBMISSION REQUIREMENTS

17.1 Delivery, Timing and Procedure

17.1.1 Location and Manner of Delivery

- a. All packages containing the Proposal will be individually labeled with the name of the Proposer and additionally labelled as follows:

Response to the Request for Proposals for the
National Western Center Triangle Project

- b. Proposals will be delivered by hand to the RFP Procurement Contact at the Proposal Submittal Location.
- c. The City will not accept regular mail, facsimile or email submission of Proposals.

17.1.2 Timeliness of Delivery

- a. Technical Proposals and Financial Proposals must be submitted by the Technical Proposal Submission Deadline and the Financial Proposal Submission Deadline, respectively. Time is of the essence and any Proposal materials received after the applicable deadline will be rejected and returned unopened.
- b. Proposals will be accepted by the City between the hours of 8:00am and 5:00pm up to the Technical Proposal Submission Deadline and the Financial Proposal Submission Deadline, as applicable.
- c. Proposers are solely responsible for assuring that the City receives their Proposals by the Technical Proposal Submission Deadline and the Financial Proposal Submission Deadline, as applicable at the Proposal Submission Location.
- d. The City will not bear any responsibility for any delays in delivery, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and occurrences.

17.1.3 Withdrawal of Proposals

- a. If a Proposer submits its Technical Proposal prior to the Technical Proposal Submission Deadline, such a Proposer may withdraw its Proposal prior to the Technical Proposal Submission Deadline by means of a written request signed by Proposer's Official Representative. A withdrawal in accordance with the foregoing will not prejudice the right of a Proposer to timely resubmit its Technical Proposal (inclusive of any modifications as the Proposer may incorporate in its discretion). Any other withdrawal on or after the Technical Proposal Submission Deadline and any attempt to do so will result in a draw by the City upon the Proposal Security.
- b. If a Proposer submits its Financial Proposal prior to the Financial Proposal Submission Deadline, such a Proposer may withdraw its Proposal prior to the Financial Proposal Submission Deadline by means of a written request signed by Proposer's Official Representative. A withdrawal in accordance with the foregoing will not prejudice the right of a Proposer to timely resubmit its Financial Proposal (inclusive of any modifications as the Proposer may incorporate in its discretion). Any other withdrawal on or after the Financial Proposal Submission Deadline and any attempt to do so will result in a draw by the City upon the Proposal Security.

17.2 Substantive Proposal Requirements

- a. Each Proposer should refer to the Proposal Submission Requirements, together with the relevant forms included in the ITP (including the instructions provided in such Forms), when developing its Proposal.
- b. Each Proposer, and not the City, will be responsible for any errors, omissions, assumptions, inaccuracies or incomplete statements in its Proposal, including as such may result from a misinterpretation of or oversight involving:
 - i. any applicable instructions or requirements;
 - ii. any other provision of the RFP; and/or
 - iii. any Reference Documents.
- c. The City expects that a Proposal submitted in full compliance with the RFP will provide enough information to allow the City to evaluate such Proposal in accordance with Section 26 and, on such basis, select a Preferred Proposer in accordance with Section 26.4.1.

17.3 Proposal Validity Period

Each Proposal will remain valid for acceptance by the City for the duration of the Proposal Validity Period, provided that any Proposer may elect, in its discretion, to extend the validity of its Proposal beyond the date on which the Proposal Validity Period with respect to such Proposal would otherwise expire in accordance with the definition of Proposal Validity Period.

17.4 Proposal Security

17.4.1 Form of Proposal Security

- a. The Proposers shall submit Proposal Security as part of its Administrative Proposal in accordance with Section 20.5.
- b. If at any time an issuer of Proposal Security ceases to be an Eligible Financial Institution the affected the Proposer shall promptly notify the City of such cessation. No later than 20 Working Days following the Proposer becoming aware of such cessation, the Proposer is required to submit to the City replacement Proposal Security issued by an Eligible Financial Institution that with all other outstanding and valid (and not replaced) Proposal Security, fully satisfies the requirements of Section 20.5. Following the City's receipt of such replacement Proposal Security, they shall promptly return the replaced portion of the Proposal Security to the Proposer.

17.4.2 Forfeiture of Proposal Security

- a. Forfeiture of Proposal Security in accordance with the terms of the Proposal Letter will constitute liquidated damages. By submitting its Proposal, the Proposer agrees and acknowledges that such liquidated damages are reasonable in order to compensate the City for damages it will incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal.
- b. In submitting a Proposal, the Proposer understands and agrees that the City will be entitled to draw on such Proposer's Proposal Security in its entirety if, and only if, the Proposer does any one of the following:
 - i. withdraws, or attempts to withdraw, any part or all of its Proposal Security during the Proposal Validity Period without the prior written consent of the City, other than pursuant to 17.4.2.c;
 - ii. fails to comply with 17.4.2.b;

- iii. refuses or fails to enter into the Project Agreement in its form as of the Setting Date (subject to any changes agreed by the City and Proposer after such date in accordance with Section 27.2) or otherwise fails to comply with such Section 27;
 - iv. is deemed to have not negotiated in good faith in accordance with Section 27.2;
 - v. refuses or fails to perform any of the acts or to furnish any of the documents required to be performed and delivered in accordance with, or otherwise fails to comply with, 27.3; or
 - vi. prior to execution of the Project Agreement, withdraws or attempts to withdraw its Proposal, or refuses or fails to meet any commitments made therein that were to be fulfilled prior to execution of the Project Agreement;
- c. The City will not be entitled to draw on a Proposer's Proposal Security if:
- i. the Proposer is unable to comply with any modifications made to the RFP pursuant to the Reserved Rights after submission of such Proposal Security to the extent that such Proposer does not agree to such modifications and, as a result, withdraws its Proposal; or
 - ii. if the City deems an Administrative Proposal non-responsive due to the occurrence of a Proposer Material Adverse Change or Proposer Material Adverse Change leads to a "fail" as part of the Pass/Fail Evaluations.
- d. Such damages referred to in this Section 17.4.2.a include potential harm to the credibility and reputation of the Project and of the City with policy makers and with the general public, delays to the Project, and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs).
- e. By submitting its Proposal, Proposer further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts.
- f. The amounts of liquidated damages stated in this ITP represent good faith estimates and evaluations as to the actual potential damages that the City would incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal, and do not constitute a penalty. By submitting its Proposal, Proposer agrees to such liquidated damages in order to fix and limit Proposer's costs and to avoid later disputes over what amounts of damages are properly chargeable to Proposer.
- g. Without limiting the Reserved Rights, following a draw on the Preferred Proposer's Proposal Security, revoke the Notice of Intent to Award as the Preferred Proposer and issue a new Notice of Intent to Award to the Eligible Proposer that submitted the next highest Total Score relative to the Preferred Proposer previously identified in the revoked Notice of Award pursuant to 27.3.b.

17.4.3 Return of Proposal Security

- a. Except for any Proposal Security which has been forfeited, the Proposal Security of each unsuccessful Proposer shall be returned to the respective Proposers upon the earliest of:
 - i. expiry of the Proposal validity period, as extended;
 - ii. 15 Working Days following award and execution of the Project Agreement; and

- iii. 15 Working Days following cancellation of the procurement by the City.
- b. The Proposal Security for the Preferred Proposer shall be returned at such time as:
 - i. the Proposer has satisfied all conditions of execution and award, including the conditions set forth in Section 27.2;
 - ii. the Proposal validity period, as extended, has expired; or
 - iii. the City cancels the procurement.

17.5 Ownership of Pre-Proposal Submissions and Proposals; Stipend Agreements

Without regard to whether a Proposer executes a Stipend Agreement with the City, the City will retain full title to and ownership of all Pre-Proposal Submissions, Proposals (excluding ATCs, AFCs, Design Submissions and Development Plans except to the extent provided in an executed Stipend Agreement) and other Proposer submittals (excluding ATCs, AFCs, Design Submissions and Development Plans except to the extent provided in an executed Stipend Agreement) made pursuant to this ITP. Notwithstanding the foregoing, Proposers may use and reproduce any elements of a Pre-Proposal Submission or Proposal that are standard and not unique to the subject of the submission and the Project.

18. SUBMISSION CONTENTS AND ORGANIZATION

Proposers must organize their Proposal in the order outlined below in this Section 18. Proposers are responsible for submitting with the Proposal all materials required by this RFP. Additional material is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Proposers tab the content of their Proposal to correspond to the section reference for ease of the City’s review.

Proposal Contents	Page Limit	ITP Cross References
Technical Proposal: Volume 1 - Administrative Submission		
1. Technical Proposal Letter	n/a	Section 20.1 Form 6
2. Organizational and Authorizing Documents	n/a	Section 20.2
3. Letter(s) Approving Pre-Proposal Submissions	n/a	Section 20.3
4. Organizational Conflicts of Interest	n/a	Section 20.4
5. Proposal Security	n/a	Section 20.5 Form 8
6. Updated Financial Statements	n/a	Section 20.6
7. Statement of Material Changes	n/a	Section 20.7 Form 13
8. MWBE Commitment Form	n/a	Section 20.8 Form 9
Technical Proposal: Volume 2 - Technical Submission		
Design and Construction		

9. Executive Summary	10	Section 21.1.1
10. Organizational Approach and Delivery Plan	10	Section 21.1.2
11. Construction Approach Narrative	5	Section 21.1.3
12. Community Impact Narrative	10	Section 21.1.3a
13. Project Management Narrative	5	Section 21.1.5
14. Quality Management Narrative	5	Section 21.1.6
15. Construction Staging and Phasing Plan/Schedule	5	Section 21.1.7
16. Third Party Coordination Approach	5	Section 21.1.8
17. Risk and Mitigation Narrative	5	Section 21.1.9
18. Design and Renderings	10/facility	Section 21.1.9a
19. Design Brief Narrative	10/facility	Section 21.1.11
20. Sustainability Plan Narrative	10	Section 21.1.12
Operations and Maintenance		
1. Campus Activation Narrative	15	Section 21.2.1
2. Revenue Strategy	10	Section 21.2.2
3. Events Schedule	10	Section 21.2.3
4. Organizational Structure	3	Section 21.2.4
5. Renewal Strategy Plan	10	Section 21.2.5
6. Customer Interaction Approach	5	Section 21.2.6
7. Partnership Narrative	10	Section 21.2.7
Site Plan and Private Development		
1. Urban Design Narrative	15	Section 21.3.1
2. Site Connectivity Plan	1	Section 21.3.2
3. Development Plan	n/a	Section 21.3.3
4. Infrastructure Master Plan	n/a	Section 21.3.4
5. Supplemental Engineering Studies	n/a	Section 21.3.3c.iii

6. Initial Takedown Renderings	1	Section 21.3.5
7. Initial Takedown Strategy	5	Section 21.3.6
8. Future Takedown Strategy	15	Section 21.3.7
9. Future Takedown Schedule	3	Section 21.3.8
Community Support and Economic Opportunity		
1. Community Engagement Narrative	10	Section 21.4.1
2. City Values Narrative	n/a	Section 21.4.2
3. MWBE Compliance Plan and Letters of Intent	n/a	Section 21.4.3
4. Proposal D&C Workforce Plan	10	Section 21.4.4a
5. Proposal O&M Workforce Plan	10	Section 21.4.4b
6. Affordable Housing Plan	n/a	Section 21.4.5
7. Community Event Access	3	Section 21.4.6
8. 1909 and Cultural Building Rendering	n/a	Section 21.1.10a
9. 1909 and Cultural Building Plan	n/a	Section 21.1.11
Volume 3 – Public Release Proposal		
1. Public Release Proposal	10	Section 22
Volume 4 - Financial Proposal		
1. Financial Proposal Letter	n/a	Section 23.1
2. Financing Plan Executive Summary	3	Section 23.2.1
3. Financing Plan	20	Section 23.2
4. Letter(s) Approving Pre-Proposal Submissions	n/a	Section 23.3
5. Financial Commitment Documentation	n/a	Section 23.4
a. Project Debt Commitment Letter(s)	n/a	Section 23.4.1
b. Equity Member Funding Letter(s)	n/a	Section 23.4.2
c. Financially Responsible Party Letter(s)	n/a	Section 23.4.3
6. Bid Financial Model and Related Materials		

a. Bid Financial Model Audit Letter	n/a	Section 23.5.1
b. Assumptions Book	n/a	Section 23.5.6
c. Bid Financial Model	n/a	Section 23.5.5
7. Price Proposal	n/a	Section 23.6 Form 15
Volume 5 - Redacted Proposal (if submitted)		
1. Confidential Contents Index	n/a	Section 24.a.i Form 12
2. Redacted Contents from Volumes 1 and 2	n/a	Section 24.a.ii
3. Redacted Contents from Volume 4	n/a	Section 24.a.ii

19. GENERAL REQUIREMENTS FOR PREPARATION AND SUBMISSION

19.1 General

- a. It is the City’s expectation that Proposals submitted in response to this RFP will provide enough information about the requested items so as to allow the City to evaluate the Proposers based on the criteria in this RFP. Proposers will not electively include in Proposals any information or materials in addition to the information and materials specifically requested in this RFP. The City expects that Proposals will be developed to address the Project-specific Proposal Submission Requirements. As such, standard corporate brochures, awards, licenses and marketing materials should not be included in a Proposal, although reference can be made to awards and licenses where reasonably relevant or expressly requested.
- b. The Proposer should make efforts to reference ATCs or AFCs that have been incorporated in its Proposal where applicable in order to demonstrate value added innovation.
- c. Proposals will be submitted exclusively in the English language and use only United States customary units of measure, and financial terms in United States dollar denominations. Additional references may be made to monetary amounts in a different base currency provided that any such amounts are also specified in U.S. dollars at an appropriate rate of conversion specified in the Proposal. If a conversion from a foreign currency is used in any portion of the Proposal, the exchange rate for the conversion, as well as the date and source for the exchange rate used, should be provided.
- d. If a Proposer does not include information or materials in its Proposal that are described as required only if certain circumstances apply (and such circumstances do not apply) under any of the Proposal Submission Requirements, then to facilitate the City’s evaluation such Proposer shall include in the relevant section in its Proposal a statement to the following effect: “[Cross referenced requirement of the RFP] do[es] not apply because [insert brief explanation].”
- e. Any reference in the Proposal Submission Requirements in this RFP or in any Form to a prior time period (e.g. the past ten years, the past 12 months, etc.) is to such period ending on the date of this RFP’s initial issuance, provided Proposers will have an obligation to promptly disclose any subsequent events or circumstances that occur prior to the City’s notification of award to the extent that such events would otherwise result in the Proposal

containing an untrue statement of a material fact or an omission of a material fact necessary to make the Proposal's contents true and otherwise not misleading.

- f. If there are any discrepancies between the original hard copy, additional hard copies and the electronic copy of any information provided in the Proposal, the original hard copy version shall prevail. If there are any differences between the sum of the individual numerical line item amounts and totals, the individual line amounts will prevail.

19.2 Joint Venture Requirements

- a. If any Major Participant is expected to be a Joint Venture, or a newly formed or special purpose entity, then all members or partners of that Joint Venture or other entity will collectively be considered to be a Major Participant on a joint and several basis. Therefore, any information that is required to be submitted as part of the Proposal by such Major Participant must be submitted by each member or partner of the Joint Venture or other entity unless otherwise expressly provided. These requirements apply regardless of whether the relevant Joint Venture or other entity considers itself a partnership.
- b. If any Major Participant is expected to be a Joint Venture, and the obligations of the members and partners of such Joint Venture will not be joint and several, then such Proposer must clearly and specifically identify and explain the anticipated structuring of member and partner liabilities for such Joint Venture in its Proposal. Proposers should note, however, that the City may, in its discretion, based upon its review of a Proposer's Proposal, or Proposer's form of organization, require all members or partners of any Major Participant that is a Joint Venture to assume joint and several liability as a condition precedent to a Proposer being selected as the Preferred Proposer.

19.3 Submission Format

19.3.1 Originals and Copies

- a. The Proposal will consist of four volumes (not including a redacted Proposal, if applicable).
- b. Each Proposer shall submit one original and ten copies of each of volume.
- c. Each volume will:
 - i. be in a separate loose-leaf three ring binder, provided that each binder may be subdivided as needed, so long as Proposers tab the content of their Proposal to correspond to the section reference for the City's ease of review;
 - ii. be clearly marked "Original" or "Copy", as appropriate, on its spine; and
 - iii. have the Proposer's name and volume number marked on the face and spine.
- d. If needed, multiple ring binders can contain a single volume.
- e. The original Proposal and each copy may be contained collectively in one or more durable, sealable containers.

19.3.2 Redacted Proposals

Each Proposer that submits a Technical Proposal and/or a Financial Proposal containing CORA Exempt Materials shall prepare and submit one original and one copy of a redacted version of each volume of the Proposal that contains CORA Exempt Materials within five Working Days of the Technical Proposal Submission Deadline and the Financial Submission Deadline, as applicable. This redacted version(s), which shall collectively comprise Volume 5 of the Proposal, must be identical to the corresponding volumes of the Proposal other than redactions that only exclude CORA Exempt Materials.

19.3.3 Pages and Numbering

- a. Submittals must be prepared on 8-1/2" x 11" sized white paper, except as noted this RFP. Double-sided printing is preferred, where practical.
- b. Font sizes will be no smaller than 11-point font, provided the font in organizational charts, graphics and tables may be smaller than 11-point provided it is legible, and that such graphics and tables are not produced for the primary purpose of working around the 11-point font restriction for narrative text.
- c. 11" x 17" pages are only allowed for plans, schematics, organizational charts, other drawings and schedules, but not for narrative text.
- d. Each printed side will be considered one page and each 11" x 17" will be included in the page count as one page provided that 11" x 17" pages are not being used for the primary purpose of working around the page number restrictions, in which case they will be counted as two pages.
- e. All pages will be sequentially numbered within each volume.

19.3.4 Signatures

- a. Any document included in the original copy that is required must include original pen-ink signatures where applicable.
- b. All signed documents included in a Proposal may be executed in one or more counterparts, the originals of which together will be deemed to be an original.

19.3.5 Electronic Copies

- a. Along with the hard copies described above, each Proposer shall submit an electronic copy (in USB flash drive format only) of each of:
 - i. the Technical Proposal;
 - ii. the Financial Proposal;
 - iii. the Technical Proposal with confidential information redacted; and
 - iv. the Financial Proposal with confidential information redactedin each case, in searchable and printable format compatible with portable document format (.pdf) (except that the original executed letters need not be searchable).
- b. The ".pdf" submissions must be organized to correspond to the "tab" requirements in Section 18.
- c. Proposer's electronic copy of its submission must be appended to Proposer's original copy of each of its Technical Proposal, Financial Proposal and the respective redacted submissions, if any.
- d. If there is a conflict between paper and electronic copies of the Proposal, the City, in its discretion, shall determine which version shall control and take precedence.

20. PROPOSAL REQUIREMENTS FOR VOLUME 1 – ADMINISTRATIVE SUBMISSION

20.1 Technical Proposal Letter

- a. The Proposer shall provide a Technical Proposal Letter in the form of Form 6.
- b. An authorized representative of each Major Participant shall countersign the certification set out at the end of Form 6.

- c. Signature blocks on Form 6 may be modified to properly reflect the authority of the Person signing, although the corresponding certification language must not be altered.

20.2 Organizational and Authorizing Documents

- a. A certificate of a duly authorized officer or secretary of the Developer attaching:
 - i. certified copies of the Developer’s organizational documents, including, but not limited to, any:
 - A. articles of incorporation, certification of formation, or the equivalent; and/or
 - B. bylaws, partnership agreement, joint venture agreement, limited liability company agreement, or the equivalent; and
 - ii. evidence of:
 - A. the authority, power, and capacity of the individuals executing the Project Agreement on behalf of Proposer;
 - B. authority to transact business in the State; and
 - C. good standing in the state of its incorporation / formation.

20.3 Letter(s) Approving Pre-Proposal Submissions

- a. The Proposal shall include the following:
 - i. If a Proposer has enacted an Organizational Change or a Key Personnel Change since submission of its SOQ, the Proposer shall specifically describe such changes and, if applicable, include a copy of the City’s approval letter(s) provided under Section 14.2; and
 - ii. If a Proposer is incorporating an ATC or AFC in its Proposal, the Proposer shall provide the City’s approval letter(s) provided under Section 9.3 or 10.4 as applicable. For ATCs, Proposer is to redact any pricing or cost savings information.

20.4 Organizational Conflicts of Interest

- a. The Proposer shall provide:
 - i. confirmation of the absence of any Conflicts of Interest including reference to any prior steps taken pursuant to Section 13.2 to confirm with the City the absence of any such conflicts; or
 - ii. a narrative description of any such potential or actual Conflicts of Interest as required under Section 13.2 (together with copies of any relevant documents), which description:
 - A. shall be divided into:
 - 1. Part 1, which shall repeat (and not cross-refer) to all previously disclosed potential or actual Conflicts of Interest; and
 - 2. Part 2, which shall describe all Conflicts of Interest not previously disclosed; and
 - B. shall (in both Parts 1 and Part 2):
 - 1. identify the Person or Persons which may be involved in the organizational conflict of interest;

2. state how Proposer's collective or individual interest, including those of any of its team members, consultants, contractors or subcontractors, or the interests of any chief executives, directors or senior personnel thereof, may result in, or could be viewed as, an organizational conflict of interest; and
3. detail any steps taken to date, and proposed future steps to be taken, to eliminate or mitigate such organizational conflict of interest including reference to any steps taken or to be taken following consultation with the City.

20.5 Proposal Security

- a. The Proposal Security shall be in the amount of \$20,000,000 and the Financial Close Security shall be in the amount of \$20,000,000.⁹
- b. The Proposer shall submit the Proposal Security as part of its Administrative Proposal in accordance with Section 17.4.
 - i. The Proposer shall provide one or more letters of credit issued by an Eligible Financial Institution in the form of Form 8, or otherwise in such other form as the City may, in their discretion, approve in writing.
 - ii. One original copy of each the Proposal Security shall be provided. The original of the Proposal Security shall be stamped "original" in the single envelope with the three (3) certified copies.
- c. As a condition to achieving Commercial Close, the Proposer shall provide the Financial Close Security.
- d. Upon reaching Financial Close, the City shall return the Financial Close Security as per Section 17.4.3.

20.6 Updated Financial Statements

- a. Equity Member(s), Lead Contractor(s), and any Financially Responsible Party shall provide financial statements for all fiscal years subsequent to those included in its SOQ (or the Proposer Team Update Submission in respect of the Organizational Change that resulted in the relevant entity becoming any Equity Member, Lead Contractor or Financially Responsible Party, as applicable).
- b. If audited statements were not prepared for any fiscal year of an entity then the Proposer shall submit unaudited statements in respect of each such fiscal year, together with a statement explaining why audited financial statements are unavailable for such fiscal year. Any unaudited financial statements must be certified as true, correct, and accurate by the chief executive, chief financial officer, or treasurer (or equivalent) of the relevant entity.
- c. Newly Formed Entities. If the party (a) a newly formed entity that does not yet have independent financial statements for at least one 12 month fiscal year or (b) a Joint Venture, such entity shall submit financial statements for (in the case of (a)) its Financially Responsible Party or (in the case of (b)) each of the Joint Venture members or partners.
- d. Required Elements. Financial statements shall include:
 - i. opinion letter (auditor's report);
 - ii. balance sheet;

⁹ Additional information on the Financial Close Security to be provided as part of Schedule 1 to the Project Agreement.

- iii. income statement;
- iv. statement of cash flow; and
- v. footnotes,

provided that, if any set of financial statements did not include, when prepared, any of the above, then Proposer shall include an explanation for such non-inclusion.

- e. Other Requirements. Financial statements must meet the following requirements:
 - i. Compliance with GAAP or IFRS. Financial statements shall be prepared in accordance with GAAP or IFRS, provided that, if financial statements are prepared in accordance with principles other than GAAP or IFRS, then together with such statements Proposers are required to submit a letter from a certified public accountant explaining the areas of the financial statements that would be affected by a conversion to GAAP or IFRS (for certainty, a restatement of the financial information in accordance with GAAP or IFRS is not required).
 - ii. US Dollar Requirements. Financial statements shall be prepared in US dollars, provided that, if financial statements for any entity are not available in US dollars, Proposers are required to submit summaries (prepared by a certified public accountant by reference to the audited non-US dollar financial statements) of such entity's balance sheet, income statement and statement of cash flow for the applicable time periods converted to US dollars (at end of calendar year rates of conversion).
 - iii. English Language. Financial statements shall be prepared in English, provided that, if any part of the financial statements is prepared in a language other than English, translations (certified by the translator or translation service that they are true and correct) of the relevant financial statement information shall accompany the original financial statement information.
 - iv. SEC Filings Requirement. For any entity that files reports with the US Securities and Exchange Commission, Proposers are required to submit financial statements by submitting a copy of such entity's annual report on Form 10-K. To the extent a Form 10-K is not yet available for the most recent fiscal year for which financial statements are required to be submitted in accordance with this section, Proposers are required to submit, in respect of the relevant entity, a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed Form 10-K.
 - v. Discussion of Negative Net Income. If any of the financial statements submitted pursuant to this section indicate that the expenses and losses of an entity exceed its income in any of the fiscal years to which such financial statements relate, even if a material change as described in Section [20.7] has not occurred during such fiscal years, Proposers are required to submit an explanation of the measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.
 - vi. Investment Fund Managers. Any entity that is a fund manager of an investment fund, Proposers shall submit the financial statements for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund.

20.7 Statement of Material Changes

- a. Equity Member(s), Lead Contractor(s), Lead Real Estate Developer, and any Financially Responsible Party shall provide a letter addressed to the City from the chief executive

officer, the chief financial officer, or treasurer (or equivalent) of the relevant entity (unless such individual is also a signatory of the Technical Proposal Letter on behalf of the relevant entity, in which case the Proposal may include an unsigned statement of the required information (in the case of i.) or an unsigned certification to the required effect (in the case of ii.)), such letter (or unsigned statement or certification) that either, in the form of Form 13:

- i. sets out information regarding any material changes in financial condition¹⁰ with respect to the relevant entity that have occurred since the Proposer submitted its SOQ (or the Proposer Team Update Submission in respect of the Organizational Change that resulted in the relevant entity becoming any Equity Member, Lead Contractor or Financially Responsible Party, as applicable or the Supplemental RFQ) and any such material changes that are anticipated to occur during such entity's current fiscal year; or
 - ii. if no such material change has occurred and none is anticipated with respect to the relevant entity, Proposer certifies that no such material change has occurred or is anticipated to occur during such entity's current fiscal year.
- b. Such letter must include, in relation to any such material change, a statement describing:
- i. such change;
 - ii. actual and anticipated changes or disruptions in executive management relating to such change;
 - iii. the likelihood that such change will continue during the proposed period of Project construction;
 - iv. the projected full extent, nature and impact, positive and negative, of such change experienced and anticipated to be experienced in the proposed period of Project construction; and
 - v. how such change is anticipated to affect the organizational and financial capacity and ability of the relevant entity to remain engaged in the procurement process described in this ITP and to ultimately participate in the Project as anticipated by the relevant Proposal,
 - vi. to the extent not otherwise provided, estimates of the impact on revenues, expenses and the change in equity availability, separately for each material change, as certified by the chief executive officer, chief financial officer or treasurer (or equivalent); and
 - vii. if a material change will have a negative financial impact, an explanation of measures that have been taken, are currently in progress or would be reasonably anticipated to be taken to insulate the Project from any such material change.
- c. The following is a representative list of events intended to provide examples of what the City considers to be a material change in financial conditions:
- i. an event of default involving the affected entity, or the parent corporation of the affected entity;

¹⁰ Bankruptcy and insolvency events, material changes in tangible net worth, sales, mergers and acquisitions, credit downgrades, breaches of loan covenants, and the incurrence of net operating losses, in each case of or relating to the affected entity or its parent company, are indicative examples of what the City considers to be material changes in financial condition.

- ii. a bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- iii. a change in tangible net worth of ten percent or more of total shareholder equity;
- iv. a sale, merger or acquisition exceeding ten percent of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- v. a downgrade in the credit rating of the affected entity or parent corporation of the affected entity; or
- vi. any material event finding(s) or disclosure(s) related to the affected entity.

The above list is indicative only. At the discretion of the City, any failure to disclose a prior or anticipated material change may result in disqualification from further participation in the procurement process.

20.8 MWBE Commitment Form

The Proposer shall complete the MWBE Commitment Form provided as Form 9.

21. PROPOSAL REQUIREMENTS FOR VOLUME 2 – TECHNICAL SUBMISSION

21.1 Design and Construction

21.1.1 Executive Summary

- a. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer's Technical Proposal and its ability to satisfy the technical requirements of the Project. The Executive Summary shall not include any confidential information or details regarding the price components. The Executive Summary shall, at a minimum, include the following:
 - i. an explanation of the organization and contents of the Technical Proposal;
 - ii. a summary of any City-approved changes in the Proposer's organization since submission of the Proposer's SOQ (including any updates made as part of the Supplemental RFQ) including any Organizational Changes and Key Personnel Changes described in ITP Section 14.2.2;
 - iii. an overview of the design and construction approach, technical innovations, key risks anticipated, and the mitigation methods proposed that will result in a world-class project;
 - iv. a summary of the proposed management, decision-making and day-to-day operational structure of Developer;
 - v. a summary of the Proposer's approach to quality of the design, construction, and O&M Services;
 - vi. a summary of the Proposer's approach to fulfilling expectations of Project stakeholders for a high level of service and close coordination during the construction and operational phases;
 - vii. an overview of Proposer's approach to operating and maintaining the Project to the highest standards of safety and service quality in accordance with the requirements of the Project Agreement and including provision for renewals, replacements, and eventual handback;

- viii. a summary of Proposer's approach to programming and event marketing strategy; and
- ix. a summary of the Proposer's approach to fulfilling community requirements.

21.1.2 Organizational Approach and Delivery Plan

- a. The Proposer shall provide an Organizational Approach & Delivery plan which shall:
 - i. demonstrate how Proposer intends to comply with the technical requirements set out in the Project Agreement; and
 - ii. identify characteristics of Proposer's technical approach, and specifically identify design and construction solutions, that in either case exceed relevant requirements set out in the Project Agreement;

21.1.3 Construction Approach Narrative

- a. The Proposer shall provide a narrative description of the Proposer's Construction Approach with respect to all activities necessary to complete the D&C Work. This section shall be consistent with Schedule 15 of the Project Agreement and shall (include):
 - i. a detailed description of the construction approach;
 - ii. a description of how Proposer intends to comply with the requirements set out in Schedule 15 and, to the extent applicable, Schedule [];
 - iii. Identify characteristics of Proposer's technical approach, and specifically construction solutions that exceed relevant requirements set out in the Project Agreement;
 - iv. a description of technical innovations;
 - v. a description of key risks anticipated, and the mitigation methods proposed that will result in a world-class project;
 - vi. a description of Proposer's approved ATCs which have been incorporated into its Technical Proposal, including the positive and negative aspects of each such ATC;
 - vii. a description of approach to construction dewatering;
 - viii. approach to addressing geotechnical and related issues;
 - ix. approach of excavation methods and construction techniques for earthworks;
 - x. a description of environmental approach including, Beneficial Reuse and Materials Management Plan;
 - xi. approach to minimizing disposal of materials, and respective tracking and documenting;
 - xii. approach to engaging high quality trades; and
 - xiii. a description of a community relations strategy the Proposer will introduce to solicit cooperation and understanding of neighboring property owners regarding Project impacts from construction related activities.

21.1.4 Community Impact Narrative

The Proposer shall provide a narrative description of the Proposer's experience, approach, and specifically identified solutions to maximize the positive impacts and minimize the negative impacts with respect to all activities necessary to complete the Project, no longer than five pages in length, which shall include:

- a. maintaining a safe environment for the public including access to buildings and transportation facilities;
- b. delivering innovation and innovative approaches to reducing business disruption during construction;
- c. demonstrating a sound strategy for communicating and responding to environment-related inquiries from stakeholders and the public;
- d. managing and communicating the proposed schedule to the community as it relates to construction activities;
- e. demonstrating a sound strategy for minimizing dust, noise, traffic on the Project; and
- f. a summary of Proposer's planned communication strategy.

21.1.5 Project Management Narrative

- a. The Proposer shall provide a narrative description of the Proposer's experience, approach, and specifically identified solutions to project management with respect to all activities necessary to complete the Project, no longer than ten pages in length, which shall include:
 - i. approach to maintaining clear lines of responsibility within the Proposer's organization, among Key Personnel, and with the City, the Railroads, and other stakeholders;
 - ii. achieving high standards of quality in design and construction;
 - iii. maintaining a safe environment for the public;
 - iv. delivering innovation and innovative approaches to managing Project risks;
 - v. demonstrating a sound strategy for division of work into separate work packages;
 - vi. managing the proposed schedule as it relates to construction activities and interface with the Railroads;
 - vii. demonstrating a sound strategy for minimizing claims and disputes on the Project;
 - viii. an organizational chart covering both the design and construction phases of the Project, with clear indications of the communications lines between the design team, construction team, quality assurance and quality control teams, and the operations and maintenance team; and
 - ix. an organizational structure that diagrams responsibilities, communications lines, and utilization of qualified personnel, together with a narrative describing the philosophy and intent behind the proposed organizational structure highlighting specifically the following activities:
 - A. Design;
 - B. Construction; and
 - C. O&M Services.

21.1.6 Quality Management Narrative

- a. The Proposer shall provide a narrative description of the Proposer's approach to quality with respect to all activities necessary to complete the Project. This section shall:
 - i. demonstrate a comprehensive, systematic quality management approach that the Developer shall implement for the Project, through the mobilization, design and

- construction, and close-out, to ensure that the work is executed with minimal requirements for corrective work;
- ii. demonstrate an understanding of the quality control and quality assurance requirements set out in the Project Agreement, and of the Proposer's and the City's respective roles in ensuring a final high-quality Project;
 - iii. demonstrate additionally how the Proposer intends to comply with quality requirements set out in the Project Agreement; and
 - iv. identify characteristics of such approach that exceed relevant requirements set out in the Project Agreement.
- b. This section may also include an organizational chart of the Proposer's quality management structure showing Key Personnel and staff responsible for, or involved in, quality management activities, including a description of the roles and responsibilities, points of interface among members of the Proposer's team and the City, relative authority within the Proposer's organization, and lines of authority for stopping Work relative to quality issues.
- c. This section may also include a graphical depiction or flowchart illustrating the sequencing and decision-tree for quality management activities, including points of interface between the Proposer's team and the City.

21.1.7 Construction Staging and Phasing Plan/Schedule

- a. The Proposer shall provide a description of the Proposer's plan and management approach for schedule and cost control on the Project, including at least the following:
- i. the Proposal Schedule (not to exceed four half-size pages) prepared in accordance with the Project Agreement requirements for the Preliminary Baseline Schedule, with a rollup summary of major activities. The critical path shall be based on the longest path method. The Proposal Schedule should cover the Work to be performed from the execution of the Project Agreement through each phase of the Work up to and including Project closeout;
 - ii. a description of the proposed overall plan to accomplish the Work including the overall sequencing, a description and explanation of the critical path, work hours/shifts per week, and other key assumptions on which the Proposal Schedule is based, including time impacts related to the number of proposed work packages;
 - iii. a description of the proposed approach for preparing, controlling and updating the Preliminary Baseline Schedule, in accordance with the Project Agreement, and for calculating progress performance on a monthly basis and preparing monthly payment requests;
 - iv. a description of how the Proposer shall manage schedule coordination with the Railroads and how the Proposer shall approach re-scheduling of its work to achieve schedule recovery objectives; and
 - v. a description of how the Proposer's process will be coordinated with and communicated to the City as required to start and complete Work on schedule.
- b. The Proposer shall provide a narrative description of the Proposer's approach to staging and phasing to all activities necessary to complete the Public Elements and Private Development associated with the Initial Takedown Project. The Construction Staging and Phasing Plan/Schedule Narrative shall be no longer than five pages, which shall demonstrate the approach:

- i. to staging during design and construction;
- ii. to coordination site access to construction trades, supervisory and delivery personnel, materials and equipment delivery personnel and visitors;
- iii. to coordination of site access to Phases 1 & 2;
- iv. to manage the traffic congestion in and around the Site throughout the D&C Period; and
- v. maintenance of parking.

21.1.8 Third Party Coordination Approach

- a. The NWC Campus has a complicated phasing schedule and the Proposer shall coordinate with third parties, specifically with National Western Stock Show operations during the month of January.
- b. The Proposer shall provide a narrative description of the Proposer's approach to Third Party Coordination in accordance with and as required by Schedule 13.

21.1.9 Risk and Mitigation Narrative

- a. Proposer shall provide a narrative description of any perceived challenges and risks associated with the Project during both the D&C Period and O&M Period. Proposer should describe its planned approach to address such challenges and risks, including a discussion of best practices, potential innovations, and/or lessons learned and how the Proposer intends to apply those to the Project.

21.1.10 Design and Renderings

- a. The Proposer shall provide a 10% design and renderings (11" x 17") for each facility (including all Public Elements), which shall include:
 - i. distinctly differentiate between the adjacent context and distinctly differentiate between existing buildings, Public Elements, Private Elements, Required Infrastructure, public and private roads, and landscaped areas and those that are being proposed as new or modified;
 - ii. the level of finishes and furnishing for the interior and exterior;
 - iii. FF&E for exterior spaces, description and renderings of public amenities and site furnishings;
 - iv. landscaping and exterior illumination and lighting;
 - v. public realm surfaces;
 - vi. rendering(s) of public facing facades;
 - vii. rendering(s) of building features e.g. lobby, seating bowl, market hall, etc.;
 - viii. material descriptions;
 - ix. landscaping plan, including trees per square foot and softscape area identification; and
 - x. wayfinding and signage plan, depicting the character and context of how they relate to the Mission and Vision.

21.1.11 Design Brief Narrative

- a. The Proposer shall provide a narrative, no longer than ten pages in length, describing the overall design intent of the site plan. The narrative shall:
 - i. Describe how the site plan and each element:
 - A. supports campus placemaking programming principles;
 - B. seamlessly integrates with Phases 1 & 2;
 - C. seamlessly integrates with the surrounding neighborhoods;
 - D. meets policy requirements of the campus per the Framework Agreement and fulfills the design objectives for the Project;
 - E. expands upon programmatic and placemaking aspirations of the City; and
 - F. incorporates the connections to the 1909 Building and planned integration of the Cultural Buildings.

21.1.12 Sustainability Plan Narrative

- a. The Proposer shall include a sustainability plan narrative of no more than ten pages setting forth an overall approach to sustainability on the Project. The sustainability plan narrative shall be consistent with the requirements set forth in Schedule 15 Section 10 and include a description of:
 - i. the Proposer's approach to meeting the sustainability requirements of Section 10 of Schedule 15 of the Project Agreement with respect to:
 - A. physical and environmental design;
 - B. organization/building form and orientation;
 - C. landscape and irrigation systems/materials;
 - D. mobility systems including circulation, transportation, and parking;
 - E. energy;
 - F. waste/stormwater; and
 - G. solid waste.
 - ii. the Proposer's approach to incorporating measurable high performance sustainable building strategies and construction practices that minimize the negative impact of the buildings on the environment and occupants in the following areas:
 - A. sustainable site planning;
 - B. water conservation;
 - C. energy efficiency;
 - D. construction waste diversion and reuse;
 - E. conservation of materials and resources; and
 - F. provide healthy and productive work environments;
 - iii. the Proposer's approach to incorporating sustainability, including pass/active energy conservation strategies, into the design of:

- A. building systems;
- B. exterior envelope;
- C. interior organization; and
- D. MEP systems.

21.2 Operations and Maintenance

21.2.1 Campus Activation Narrative

- a. The Proposer shall provide a narrative on campus activation. Such narrative shall:
 - i. Identify the activation strategies and drivers of the redevelopment plan;
 - ii. identify an activation program identifying specific site programming elements and events to show the intended level of activation for each major building and space;
 - iii. map identifying the exterior event spaces on the campus, approximate size, and potential uses or events per space;
 - iv. identify major targeted events to help activate the site and the process that will be used to bring those events to the site;
 - v. identify synergies between the current planned events at the site include the National Western Stock Show and planned events in Phases 1 and 2; and
 - vi. identify anticipated staffing for the ongoing site activation and programming.

21.2.2 Revenue Strategy

- a. The Proposer shall provide a revenue strategy narrative, no more than ten pages. The purpose of this section is to provide the City with a comprehensive approach to the Proposer's Revenue Strategy, and shall include the following minimum information:
 - i. identification of main sources of revenue;
 - ii. approach to ramp-up and sustained growth of main sources of revenues;
 - iii. growth assumptions;
 - iv. identification of drivers of Proposer's revenues;
 - v. summary of any market studies undertaken by the Proposer;
 - vi. contingencies, profit margins and an appropriate understanding of levels of risk assumed by Proposer; and
 - vii. in collaboration with the City and the Event Holder, approach to enhancing profitability of Non-Developer Events.

21.2.3 Events Schedule

The Proposer shall provide an event schedule narrative, no more than ten pages. The purpose of this section is to provide the City with an anticipated event schedule that incorporates, at a minimum, the following minimum information:

- a. anticipated Developer Events during D&C Period and the Operating Period;
- b. facilities and spaces anticipated to be used by Events;
- c. anticipated attendance to Events;
- d. consistency with Mission and Vision;

- e. approach to collaboration as a member of the Events Coordination Committee;
- f. approach to incorporating Non-Developer Events into the schedule; and
- g. approach to ensuring that there are no conflicts between Events.

21.2.4 Organizational Structure

The Proposer shall include a description for the Developer’s Operations and Maintenance Organization Structure. The narrative shall include management organization, identifying participating firms, organizations and individuals and at a minimum:

- a. an organization chart, outlining the structure of Proposer’s Lead Facilities Operator management organization (including operations, maintenance, renewals and quality sub-organizations) and a description of the roles allocated, responsibilities, interrelation and O&M Work to be accomplished by each member of the management team and each sub-organization, including identified subcontractors and suppliers (at all tiers);
- b. information describing how each of the Key Personnel will fit into the organization, including a description of each key person’s function and responsibility relative to the Project, and indicating the percent of time that he or she will devote to the Project;
- c. a detailed description of how the Proposer and Proposer Related Entities will work together to provide a unified operations, maintenance, renewals and quality approach to all elements of the O&M Work;
- d. a description of the Proposer’s team decision-making process, how internal disputes between team members will be resolved and how the Proposer shall avoid adverse impacts to the Project (cost, event schedule or quality) in the event of such disputes; and
- e. a description of the methods to be used to establish lines of communication and documentation within the Proposer’s team, including communication among the sub-organizations and management personnel.

21.2.5 Renewal Strategy Plan

- a. Proposer shall provide a narrative description of Proposer’s approach to performing the Renewal Strategy Plan. The narrative shall include:
 - i. a description of how the renewal obligations as described in Schedule 16 of the Project Agreement will be met;
 - ii. a description of Proposer’s management approach to and strategy in meeting the renewal obligations;
 - iii. assessment of risks affecting the proposed plan;
 - iv. assessment of risks of the Renewal Work of NWC Phases 1 & 2; and
 - v. a description of how the Proposer intends to incorporate the Renewal Work of the NWC Phases 1 & 2 into the proposed plan.
- b. Proposer shall provide a description of Proposer’s approach to Renewal Work including the following:
 - i. a description of the approach used for life cycle cost analysis over the Term, including how material durability will be determined and price variation will be assessed
 - ii. a description of the processes that will be employed for scheduling of major maintenance repairs and/or replacements;

- iii. a description of the processes that will assess the condition of the Elements against their intended performance, predicted Useful Life and Residual Life;
- iv. a description of the approach to addressing constructability, durability, and maintainability of all Elements; and
- v. a description of inspections and maintenance strategies and processes which will meet the Handback Requirements described in the Project Agreement.

21.2.6 Customer Interaction Approach

- a. Proposer shall provide a narrative, no longer than ten pages, describing the approach to addressing customer interaction consistent with the requirements set forth in Schedule 17 Section 5.2 of the Project Agreement and include:
 - i. customer interface procedures and protocols;
 - ii. approach to receiving, integrating and addressing enquiries or requests from multiple categories of users regarding the O&M Services, including, but not limited to, the City, event operators, and the general public;
 - iii. training in relation to dealing with calls, responding, and coordinating enquiries related to the provision of O&M Services; and
 - iv. training in relation to dealing with calls, responding, and coordinating enquiries not directly related to the provision of O&M Services.

21.2.7 Partnership Narrative

- a. The Proposer shall provide a narrative describing how the Developer intends to work cooperatively with NWC partners, including current NWC tenants/building owners (WSSA, CSU, Denver Water, and the Authority), future tenants/owners and current and future programming partners (Denver Museum of Nature and Science and History Colorado) in building and sustaining the Mission and Vision. The narrative shall include, at a minimum:
 - i. a description of a regular communications process with all NWC tenants, owners and programming partners regarding campus events and operations;
 - ii. a plan for cultivating a consistent guest experience across all buildings and shared spaces on the campus;
 - iii. an approach to timely notification regarding campus emergencies;
 - iv. coordination of all special events and day-to-day operations on campus;
 - v. marketing and communications coordination with campus partners; and
 - vi. steps to remedy disputes between any of the partners.

21.3 Private Development

21.3.1 Urban Design Narrative

- a. The proposer shall provide an urban design narrative plan describing the approach to the following:
 - i. Developer's design process to be completed and approach to achieving the vision set forth in the Reference Documents listed in Section 16.3.a and Schedule 17, Section 17.8.
 - ii. balancing the campus urban form with integrated open space and circulation systems;

- iii. balancing the campus urban form with the adjacent neighborhoods;
- iv. describing connectivity to both existing and proposed structures, within each area, including those areas to be built as part of this Project;
- v. building height and skyline interrelationship with topography, open space, circulation, and adjacent proposed or existing development areas; and
- vi. climatic issues, including design response to prevailing and seasonal winds and other weather related considerations.

21.3.2 Site Connectivity Plan

- a. The Proposer shall provide a site connectivity narrative and diagrams for the Site on 30" x 42" sheets that incorporate a circulation network and address the connections within and across the campus. The site connectivity narrative and diagrams submittal shall consist of the following elements and shall indicate the connectivity conditions that will exist upon Substantial Completion.
 - i. Conceptual diagrams showing (i) an integrated, multi-modal approach to elements of transit, pedestrian, and bike traffic; and (ii) the proposed hierarchy of streets to facilitate vehicular movement through the campus. The diagrams shall include:
 - ii. a pedestrian/cycle circulation diagram;
 - iii. a transit circulation diagram;
 - iv. a vehicular circulation diagram;
 - v. a conceptual parking diagram showing all vehicle parking lots and bicycle parking areas;
 - vi. a site emergency access diagram, showing routes of emergency ingress and egress and fire lanes;
 - vii. a service deliveries and managed access diagram showing service delivery and manage access routes and delineation of front of house/back of house for all major facilities; and
 - viii. conceptual streetscape sections/renderings.

21.3.3 Development Plan

- a. The Proposer shall submit a Development Plan in substantially the same form as the second Formal Development plan, reflecting the City's feedback and comment.
- b. The Development Plan submissions will follow the City's IMP submittal requirements. Proposers shall be required to submit a Development Plan that includes elements intended to mirror the requirements of an IMP. The IMP shall be formally approved at Commercial Close.
- c. The Development Plan shall include:
 - i. a narrative, including:
 - A. proposed development concept including land use and maximum number of residential units, square footages of non-residential uses, and open space;
 - B. overview of infrastructure needed to serve the project that is in narrative form with conceptual level overview diagrams along with general assumptions on infrastructure phasing;

- C. phasing plan establishing the timing and responsibility for construction of public improvements, infrastructure, and open space; and
- D. summary of affordable housing to be provided, including timing and units.
- ii. a land use plan, including:
 - A. the anticipated future parcel and zone lot configurations;
 - B. a narrative addressing incorporation of existing structures into the Triangle and future development plans;
 - C. proposed building heights;
 - D. transportation network and development parcels layout and concept design, including the vehicular, pedestrian, and bicycle circulation concept, including both transportation connections internal to the Triangle and connecting to surrounding transportation systems;
 - E. street typologies and cross sections;
 - F. proposed right-of-way vacations and/or utility abandonments or relocation;
 - G. water supply and distribution system and concept design;
 - H. drainage and water quality system and concept design;
 - I. sanitary sewer system and concept design;
 - J. open space layout, connectivity and concept design;
 - K. phasing plan for infrastructure and vertical development, including the extent of the infrastructure required under the Project Agreement to be completed with the Public Elements as a condition to Substantial Completion, and for any remaining infrastructure, how such phasing aligns with the future buildout schedule; and
 - L. identification of any required major off-site improvements;
- iii. supplemental engineering studies, including:
 - A. Transportation Impact Study (scope determined by City Development Services – Transportation);
 - B. Sanitary Sewer Master Study (see Section 2.05 of the Sanitary Sewer Design Technical Criteria Manual);
 - C. Stormwater/Drainage and Water Quality Master Study (see Section 2.4 of the Storm Drainage Requirements and Technical Criteria Manual);
 - D. Master Water Study (scope determined by Denver Water).
- iv. architectural concepts for the New Arena, Expo Hall and 1909 Building, including:
 - A. Design Narrative;
 - B. Building Context per Character Area;
 - C. Mass and Scale;
 - D. Façade Design;
 - E. Entries;
 - F. Service;

- G. Transparency;
 - H. Build-to and Active Edge Concept;
 - I. Ground floor plan/building activation concept;
 - J. Building Sections;
 - K. Building Elevations;
 - L. Floor Plans and building layout (all levels); and
 - M. Design renderings and graphics (all public facing facades).
- d. The Proposer shall provide a Development Plan including an infrastructure master plan narrative document and a land use plan.

21.3.4 Infrastructure Master Plan

- a. The Infrastructure Master Plan shall include at least the following:
- i. proposed development concept including land use and maximum number of units and square footage of uses and open space; and
 - ii. a narrative overview of the infrastructure needed to serve the Project and including a conceptual level overview diagram with general assumption on infrastructure phasing.
- b. The land use plan narrative shall include at least the following:
- i. the anticipated future parcel and zone lot configuration within the Triangle and coordination with the anticipated Initial Takedown;
 - ii. a description of the incorporation of existing structures into the IMP area and future development plans;
 - iii. designations of Primary and Side Streets in compliance with the DZC;
 - iv. proposed building heights;
 - v. transportation network and development parcel layouts and concept design, including vehicular, pedestrian, and bicycle circulation concept, including both transportation connections internal to the IMP area and connecting to surrounding transportation systems;
 - vi. street typologies and cross sections;
 - vii. water supply and distribution system and concept design;
 - viii. drainage and water quality system and concept design;
 - ix. sanitary sewer system and concept design;
 - x. Open Space layout, connectivity, and concept design;
 - xi. Phasing plan for infrastructure and vertical development required to achieve Substantial Completion and any remaining infrastructure and how such phasing aligns with the Future Takedown Schedule; and
 - xii. preliminary cost estimates for major off-site improvements.

21.3.5 Initial Takedown Renderings

- a. The Proposer shall provide renderings (11" x 17") of the proposed Initial Takedown from multiple angles which shall distinctly differentiate between the adjacent context and

distinctly differentiate between existing buildings, Public Elements, Private Elements, Required Infrastructure, public and private roads, and landscaped areas and those that are being proposed as new or modified

21.3.6 Initial Takedown Strategy Narrative

- a. The Proposer shall provide a narrative describing the overall strategy for the Initial Takedown. The narrative shall include:
 - i. the proposed acreage to be included in the Initial Takedown;
 - ii. an explanation of anticipated land use and how the Private Development on the Initial Takedown will contribute to the success of the Public Elements and the surrounding community;
 - iii. an approach to maintaining compliance with respect to the requirements regarding the commencement and completion of development activities as described in Schedule 14 of the Project Agreement

21.3.7 Future Takedown Strategy Narrative

- a. []

21.3.8 Future Takedown Schedule

The Proposer shall provide a Future Takedown Schedule which shall demonstrate the proposed timing and acreage of Future Takedowns, which shall in all cases, meet the requirements set forth in Schedule 14 of the Project Agreement.

21.4 Community, Workforce, Subcontractor & Stakeholder Engagement

21.4.1 Community Engagement Narrative

- a. The Proposer shall provide a narrative description, no longer than ten pages in length, of the Proposer's approach to the following elements of the Project that are of particular importance to the City and the surrounding Denver community, including:
 - i. plans to provide full pedestrian connectivity to the RTD NWC Station and construction of new public pedestrian connections to integrate the Triangle and surrounding neighborhoods with the RTD NWC Station;
 - ii. mitigation of impacts to pedestrian and bicycle circulation and Proposer's plan for maintaining ease and quality of connectivity, including for persons experiencing mobility challenges, bicycles, luggage, and push-carts while the bridge is out of service;
 - iii. community meetings and plan for notification to the City of anticipated construction activities that may generate temporary closures, noise, dust, or other potential disturbances;
 - iv. mitigation of noise, dust, and adherence to other environmental commitments;
 - v. youth involvement and education;
 - vi. workforce and training programs; and
 - vii. plans to incorporate public plazas and greenspace to allow for substantial pedestrian flows during major events, as well as provide an amenity to the community.

21.4.2 City Values Narrative

- a. The Proposer shall provide a narrative describing the overall strategy for the Initial Takedown. The narrative shall include:
 - i. a description of how the Proposer will contribute to the goal to make the National Western Center a vibrant, dynamic, and accessible educational and entertainment environment in the heart of Denver that celebrates Colorado's western heritage and solves global issues through research and collaboration;
 - ii. a description of how the Proposer will use its economic impact on the campus to foster new businesses, build a next generation workforce and solve immediate housing challenges with a focus on those from our local community; and
 - iii. a description of how the Proposer will be a strong advocate for fulfilling these goals, aspirations and imperatives and actively demonstrates its shared commitment to this vision.

21.4.3 MWBE Compliance Plan and Letters of Intent

The Proposer shall provide a MWBE Proposed Compliance Plan that satisfies the requirements of Section 3.2.5 of Schedule 20 of the Project Agreement. The Proposer must make good faith efforts to meet or exceed the specified MWBE goals at the time of Proposal submission. To be considered responsive, the Proposer must meet the goal by committing to meet the MWBE participation goals for the D&C Work and O&M Work in its MWBE Compliance Plan, specifically identifying certified MWBE firms that will be performing services or providing supplies in the first year of the D&C and O&M Work and MWBE Contract Requirements enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the Proposal.

21.4.4 Workforce Plans

- a. The Proposer shall provide a Proposal D&C Workforce Plan, no longer than ten pages in length, that satisfies the requirements of Section 4.2.1 of Schedule 20 of the Project Agreement. The Proposal D&C Workforce Plan will be reviewed by a separate committee of subject matter experts who will provide feedback to the voting members of the City's selection committee. A final Proposal D&C Workforce Plan will be negotiated with DEDO and the City's Program Manager prior to Approval. City Approval of the Proposal D&C Workforce Plan and compliance with that approved plan will be a requirement of the Project Agreement.
- b. The Proposer shall provide a Proposal O&M Workforce Plan, no longer than ten pages in length, that satisfies the requirements of Section 4.2.2 of Schedule 20 of the Project Agreement. The Proposal O&M Workforce Plan will be reviewed by a separate committee of subject matter experts who will provide feedback to the voting members of the City's selection committee. A final Proposal O&M Workforce Plan will be negotiated with DEDO and the City's Program Manager prior to Approval. City Approval of the Proposal O&M Workforce Plan and compliance with that approved plan will be a requirement of the Project Agreement.

21.4.5 Affordable Housing Plan

Proposer shall provide an Affordable Housing Plan narrative describing its commitments in accordance with Section 2.1 of Schedule 20 of the Project Agreement and consistent with the commitments shown in the Development Plan.

21.4.6 Community Event Access

The Proposer shall provide a narrative describing how Developer shall provide surrounding community and non-profit organizations with low or no-cost access to unbooked facilities and spaces on the campus over-and-above what is required in the Project Agreement.

21.5 Alignment with Community Preferences

- a. *[The City expects to undertake significant community outreach over the course of the procurement that will inform this scored element. Additional information will be provided in subsequent Addenda.]*

22. PROPOSAL REQUIREMENTS FOR VOLUME 3 – PUBLIC RELEASE PROPOSAL

- a. The Proposer shall include in its Technical Proposal a statement suitable for release to the public by the City at any time following the Financial Proposal Submission Deadline (the “Public Release Proposal”), which statement shall:
 - i. identify the Major Participants;
 - ii. briefly describe the Proposer’s vision for, and conceptual approach to, the Project, including:
 - A. the Public Elements, including the 1909 Building;
 - B. the Private Development, including affordable housing; and
 - C. how the Proposer’s approach furthers the mission and vision for the NWC Campus.
 - iii. briefly describe Proposer’s relevant experience; and
 - iv. briefly describe the Proposer’s approach with respect to community, workforce, subcontractor, and stakeholder engagement, including MWBE, small businesses, community partnering and outreach.
- b. The City may or may not publicly release such statement, in whole or in part, or may request that the relevant Proposer make or authorize reasonable changes to such statement to facilitate its public release.

23. PROPOSAL REQUIREMENTS FOR VOLUME 4 - FINANCIAL PROPOSAL

23.1 Financial Proposal Letter

- a. The Proposer shall provide a Financial Proposal Letter in the form of Form 7.
- b. An authorized representative of each Major Participant shall countersign the certification set out at the end of Form 7.
- c. Signature blocks on Form 7 may be modified to properly reflect the authority of the Person signing, although the corresponding certification language must not be altered.

23.2 Financing Plan Dates

The purpose of the Financing Plan is to provide the City with a comprehensive, detailed approach to financing the Project, in Form 16.

23.2.1 Financing Plan Executive Summary

- a. The Financial Plan Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both financial and non-financial backgrounds to become familiar with the Proposer’s Financial Proposal. The Financing Plan Executive Summary shall, at a minimum, include the following:

- i. Summary of sources and uses of Developer's funding during construction;
- ii. description of Developer's revenues during the Project's operating period and cash flow waterfall;
- iii. description of Project Debt, including total amount
- iv. description of Project Equity, including the identity of the Equity Members and the total amount of Equity Investment;
- v. anticipated schedule of Commercial Close and Financial Close Work Plan; and
- vi. Price Proposal.

23.2.2 D&C Period Sources and Uses

Summary of sources and uses of Developer's funding during construction, including:

- a. a summary of major categories of sources and uses of funding and timing;
- b. an indication of the amount and timing of use of proceeds from any Initial Takedown;
- c. an indication of required amounts and timing for reserve accounts, if any;
- d. a description of the order in which funding sources will be drawn; and
- e. a summary of all key assumptions related to all sources and uses.

23.2.3 Operating Period Revenues and Cashflow Waterfall

Description of Developer's revenues during the Project's operating period and cash flow waterfall, including in the form of Form 23:

- a. all sources of proposed revenues for the Project and amount thereof;
- b. any funds which may be used to supplement such revenues (e.g., reserve funds), as needed during the operating period;
- c. a description of the anticipated Project expenses, including which expenses are subject to long-term contracts and which will be self-performed; and
- d. a description of the order in which Project expenses will be paid from revenues.

23.2.4 Project Debt

In Form 17 Developer shall provide, with respect to the Proposer's anticipated Project Debt:

- a. the total amount of Project Debt;
- b. the identity of any Debt Provider(s);
- c. a summary of the security for each Project Debt facility;
- d. drawdown and repayment terms, fees, and schedules;
- e. debt covenants, representations and/or warranties, if applicable;
- f. upfront fees, issuance costs, interest rates and commitment fees, if applicable;
- g. any interest rate swaps or hedging strategy, including counterparties, if applicable; and
- h. any refinancing assumed in the Financing Plan for any Project Debt facility, including the anticipated timing thereof,

23.2.5 Project Equity

In Form 17 Developer shall provide, with respect to the Proposer's anticipated Project Equity:

- a. the total amount of Equity Investment;
- b. the identity of the Equity Members;
- c. the percentage of the total Equity Investment to be made by each Equity Member;
- d. each Equity Member's investment horizon.
- e. the type of equity contributions (Equity Investment, Equity Member Debt);
- f. any issuer of any letter of credit securing Deferred Equity and upfront fees, interest rates and commitment fees associated with such letter of credit; and
- g. equity distribution schedule and return assumptions.

23.2.6 Upfront and Pursuit Costs

Summary of upfront development and pursuit costs, including:

- a. summary of any additional financing costs to be payable in connection with any Project Debt or Equity Investment not described above;
- b. non-financing expenses such as Proposal development costs (including design and engineering work), legal, accounting, tax, financial, and other advisory fees, and due diligence expenses; and
- c. details regarding the nature of the services or work provided and the payees of any expense item in excess of \$100,000.

23.2.7 Private Development Financing

- a. Proposer shall provide an overview of the anticipated plan of finance for the Private Development anticipated as part of the Initial Takedown, including anticipated sources and uses of funding and timing, process for sourcing such financing, and adaptation of any affirmative steps taken to negotiate and secure such financing, and a description of any contingencies if such financing fails. For certainty, such financing must be separate from the Project Debt; and
- b. an overview of the anticipated plan of finance for the Private Development anticipated as part of the Future Takedowns, including timing of Future Takedowns, anticipated sources and uses of funding and timing and process for sourcing such funding.

23.3 Letter(s) Approving Pre-Proposal Submissions

- a. The letter from the City approving the Proposer's Interest Rate Submission; and
- b. If a Proposer is incorporating an AFC in its Proposal, the Proposer shall provide the City's approval letter(s) provided pursuant to Section 10.4.

23.4 Financial Commitment Documentation

23.4.1 Project Debt Commitment Letter(s)

- a. The Financial Proposal must include one or more letters evidencing commitments to underwrite or provide the relevant Project Debt described in the Financing Plan. The aggregate amount of Project Debt commitments reflected in the Proposer's Debt Commitment Letter(s) must equal at least the amount of debt described in the Financing Plan. Each Debt Commitment Letter shall comply with the following:

- i. Provide the amount of the proposed Project Debt facility, debt lien and/or hedging instrument;
- ii. Indicate that the Debt Provider has reviewed the Final RFP issued by the City and all applicable Addenda to the Final RFP documents issued prior to the Financial Proposal Submission Deadline;
- iii. Indicate that the Debt Provider has completed all material aspects of appropriate and necessary due diligence, including financial, model, legal, technical, and tax reviews, as relevant (excluding any due diligence to be conducted to comply with applicable securities laws);
- iv. Include due diligence reports from all technical advisors performing due diligence for Proposer or its Debt Providers in final form (the City will not be entitled to rely on such reports);
- v. Describe the Debt Provider's intentions with respect to any placement, arranging/syndication, sell-down or other marketing activities related to part, or all, of the committed/underwritten amount, versus the amount the Debt Provider anticipates it will ultimately hold;
- vi. Confirm that:
 - A. The required approvals from the Debt Provider's board or credit committee have been obtained (and include any relevant evidence);
 - B. Such approvals are not, and will not be, subject to contingencies or conditions precedent, other than those customary for financings for projects similar to the Project; and
 - C. Drawdowns from the relevant Project Debt facility will not be subject to contingencies or conditions precedent other than those customary for financings for projects similar to the Project (as described in the relevant Debt Term Sheet);
- vii. Include an anticipated date for Financial Close, the validity period for the commitment (which may not expire prior to the conclusion of the Proposal Validity Period), and the extent to which (as applicable) volume commitments, credit spreads, or other debt-related fees are locked or subject to market flex provisions through the anticipated Financial Close date and validity period (or any other applicable date); and
- viii. Include as applicable:
 - A. For any Debt Commitment Letter related to Rate-Protected Debt: (A) as applicable, the most recent ratings of the Debt Provider, evidencing a long-term, unsecured debt rating of at least A- (or its equivalent) by at least one Rating Agency and any rating actions that have occurred over the 12-month period prior to the date of such Debt Commitment Letter; and (B) if the Financing Plan includes a capital markets bond financing (including a private placement), evidence that a senior manager in the Proposer's underwriting/arranging team has, as applicable: (i) for bond underwriters, acted as a senior manager on over \$500 million of publicly offered bonds, or (ii) for placement agents, acted as a senior manager on over \$500 million of private placement bonds; in each case, issued within the past five years to finance infrastructure projects delivered under public-private partnership frameworks and rated by a Rating Agency; and

- B. If the Financing Plan includes a private placement, (A) a report from BrokerCheck (<http://brokercheck.finra.org/>) for any placement agent, evidencing that placement agent's proper registration and licensing to act in such capacity; (B) confirmation that the private placement is exempt under Section 4(a) of the Securities Act of 1933, as amended, and an indication which exemption is being relied upon; and (C) a list of the purchasers of the private placement bonds and each of their commitments.
- b. Debt Term Sheets. As an attachment to each Debt Commitment Letter, the Proposer must include a copy of a final Debt Term Sheet any referenced Project Debt facility, the terms of which have been approved by each relevant Debt Provider (as evidenced by acceptance in its Debt Commitment Letter). At a minimum, each Debt Term Sheet shall provide sufficient details regarding the following terms (in each case, to the extent applicable):
- i. Identity of lead arrangers, lead managers, underwriting banks, placement agents, or any other Debt Provider(s) that has provided commitments;
 - ii. The amount, type, and purpose of the facility;
 - iii. Drawdown schedule, any principal or interest deferral periods, repayment schedule, and final maturity date;
 - iv. Maximum and average maturity of each Project Debt facility;
 - v. Interest rates (whether fixed or floating), specifying the applicable Base Interest Rates, credit spreads, and margins;
 - vi. Any proposed hedging arrangements and interest rate swaps (for each period, if applicable) in relation to interest rate risk;
 - vii. Upfront, commitment and any other fees;
 - viii. Any terms that will become Key Ratios under the Project Agreement, including, if applicable, the maximum leverage allowed by such Debt Provider, and how it is calculated, as well as all applicable coverage ratio requirements (debt service, project life, loan life, etc.), including average and minimum levels, if applicable;
 - ix. Reserve accounts that the Proposer shall establish pursuant to requirements under its Financing Documents and the Project Agreement (including to ensure compliance with financial covenants in the Financing Agreements and the Handback Requirements), as well as funding and release timing and sources, and any rights to substitute letters of credit;
 - x. Expected terms and conditions for each Project Debt facility, such as conditions precedent to drawdown or issuance, and terms of repayment (including make wholes) representations and warranties, covenants, and events of default; and
 - xi. A detailed description of all collateral that will be pledged to the Debt Provider by the Developer or the Equity Members, and any other credit support provided, including any letters of credit from Equity Members to Developer, and each Major Participant's security package, including any surety bonds or guaranties to be provided by or on behalf of any Major Participant, including an acknowledgement that such Project Debt is not an obligation of the City.
- c. Rating Agency Letters. If the Financing Plan includes any issuance of any rated securities by or on behalf of the Developer, the Financial Proposal must include evidence of such ratings.

23.4.2 Equity Member Funding Letters

- a. The Financial Proposal must include one or more letters evidencing commitments to provide the relevant Equity Investment described in the Financing Plan in the form of Form 17. The aggregate amount of Equity Member commitments reflected in the Proposer's Equity Funding Letter(s) must be at least 100% of the equity required for the Project.
- b. Each Equity Funding Letter shall comply with the following:
 - i. each letter shall address each of the following matters under separate headings:
 - A. the amount, form and timing of the Equity Member's equity financing commitment;
 - B. an overview of the approval process and timing required to commit to and fund the required equity commitment for the Project and confirmation that such process is now complete;
 - C. confirmation that the Project meets all of the corporate strategy and/or investment policy requirements of the relevant entity (e.g., is an approved project, does not contradict any capital allocation policy, etc.) and is consistent with its investment objectives;
 - D. the dollar value (and/or percentage of total equity) limitation on the equity commitment for the Project or the absence of such limitation; and
 - E. as attachments, documentation of action(s) taken by or on behalf of the relevant Equity Member authorizing submission of the Proposal as a member of the Proposer and committing to the Equity Investment;
 - ii. if the Equity Member is an investment fund, then the Equity Funding Letter shall be signed by the fund's chief executive officer, chief financial officer or treasurer (or equivalent) and shall include each of the following:
 - A. the name and ownership structure of the investment fund that will ultimately carry the investment; and
 - B. supplemental information to the financial statements (as necessary) of the investment fund submitted previously in Proposer's SOQ to positively demonstrate the existence of committed capital capacity for the Project consistent with the likely Equity Investment and the Equity Member's responsibility to submit its percentage share of Developer's equity;
 - iii. if the Equity Member is not an investment fund, then the Equity Support Letter shall be signed by the chief financial officer, the chief executive officer or treasurer (or equivalent) and shall include descriptions of:
 - A. where and how the equity commitment will be sourced; and
 - B. how competing allocation and capacity issues are considered between several project opportunities that the Equity Member pursues simultaneously.

23.4.3 Financially Responsible Party Letter of Support

- a. A letter signed by the chief executive officer, chief financial officer or treasurer (or equivalent) of the relevant Financially Responsible Party:

- i. confirming that the Financially Responsible Party has reviewed the Final RFP issued by the City and all applicable Addenda to the Final RFP documents issued prior to the Financial Proposal Submission Deadline;
- ii. confirming that it will financially support or, as applicable, guarantee all the obligations of the relevant entity with respect to the Project, which confirmation shall include a description of the nature of such support or guarantee; and
- iii. stating the dollar value limitation on such support, or the absence of such limitation.

23.5 Bid Financial Model and Related Materials

The Financial Proposal must include a Bid Financial Model for the Project in electronic format compliant with the requirements set out herein.

23.5.1 Bid Financial Model Audit Report

- a. Each Proposer shall, at its sole expense, secure an independent audit of its Bid Financial Model, compliant with the requirements of this section, to be conducted by a model auditor. The Financial Proposal must include a copy of the Financial Model Audit report prepared by the model auditor. The Financial Model Audit, for the purposes of a Proposer's Financial Proposal, may be the same one required by its Debt Providers, provided such audit meets the following minimum requirements stating that the Bid Financial Model is:
 - i. free from mechanical errors;
 - ii. suitable for use in connection with any calculation required to be made at Financial Close or in connection with any Refinancing Gain, Supervening Event, or Termination Amount in accordance with the Project Agreement; and
 - iii. suitable for replacement in connection with any amendments or updates pursuant to the Project Agreement.

23.5.2 General Format Requirements

- a. The Bid Financial Model shall be compatible with Microsoft Excel 2010 (or later version) (English United States). Proposers are encouraged to make the Bid Financial Model as user-friendly as possible.
- b. The file name of the Bid Financial Model shall clearly identify the Bid Financial Model version and shall change with each successive version of the Bid Financial Model issued. When a new Bid Financial Model is generated only by changing input cells, the file name shall reflect that the same version is being used.
- c. Each worksheet of the Bid Financial Model shall identify the Bid Financial Model version and the date of issue. Worksheet names shall be descriptive and not use spaces (e.g., titles such as "CashFlows" or "Cash_Flows" shall be used instead of "Cash Flows").

23.5.3 Password Protection and Security

- a. No component part of the Bid Financial Model (cell, column, row, sheet, macro or otherwise) may be separately hidden, locked or protected with a password.
- b. If the Bid Financial Model file is password-protected, the Proposer shall conspicuously provide the password.

23.5.4 Formatting and Coding

- a. Proposers are required to format the Bid Financial Model to facilitate printing such that row and column headers should be on every page of the printout.

- b. Proposers are discouraged from the use of circular references in calculations. To the extent used, Proposers are required to fully detail and explain such references in the Assumptions Book.
- c. All programming code in macros shall be logically-structured and well documented.

23.5.5 Bid Financial Model Structure and Organization

- a. The Bid Financial Model shall use only the following four types of worksheets:
 - i. Title/Instructions Worksheet, which shall include:
 - A. Model Name;
 - B. Proposer's Name;
 - C. Model author;
 - D. Version;
 - E. Date (Bid Financial Model date and run date);
 - F. Key to formats (e.g. yellow for inputs); and
 - G. Summary of worksheets describing their respective functions
 - ii. Input Worksheets, which shall consist of hard coded data and assumptions but not calculations (to the extent possible);
 - iii. Calculation Worksheets, which shall consist of the individual calculations that support each line of all outputs and reports. There shall be no duplication of calculations, with the exception of simple formulae such as sums and check totals, nor shall input cells be hard-coded in calculation worksheets; and
 - iv. Output Worksheets, which shall be used to display and generate model outputs and shall include the mandatory elements described in Section 23.5.8. No input cells shall be hard coded in such worksheets and no calculations, except for simple formulae such as sums and check totals, shall be performed.
- b. A separate color coding scheme (e.g., blue font on yellow fill color) shall be consistently used for input cells and/or cells that reference other worksheets, with a distinct scheme for each worksheet referenced. Other color coding can also be used but only if fully explained in the Bid Financial Model's Title/Instruction Worksheet and the Assumptions Book.
- c. For calculation or output worksheets using time periods, the following requirements apply:
 - i. a given column shall be used for the same time period in each of such period's occurrence (e.g., January 1 through January 31 of year X for column Y);
 - ii. a row shall generally contain only one formula, copied across all columns, provided that cells which use a different formula (e.g., in the first column) should be clearly indicated (e.g., by color or label); and
 - iii. values that are obtained from input worksheets should be clearly indicated (e.g., by color or label).

23.5.6 Bid Financial Model Assumptions Book

As an accompaniment to the Bid Financial Model, the Proposer shall provide an Assumptions Book which should, at a minimum, include:

- a. a full description of the assumptions underlying the financial projections within the Bid Financial Model, all of which should be estimated in good faith using a methodology that is appropriate, in the Proposer's reasonable judgement, for a project of this type and location;
- b. a detailed description of the function and intended use of all macros; and
- c. a detailed description of the anticipated process for updating the Bid Financial Model at Financial Close and in connection with any Refinancing Gain, Supervening Event, or Termination Amount in accordance with the Project Agreement.

23.5.7 Interest Rates

- a. The Bid Financial Model shall be able to separately accommodate interest rate inputs for each and every Base Interest Rate and maturity used in the Financing Plan (differentiating inputs for each Project Debt facility, if applicable).
- b. The Bid Financial Model shall include Base Interest Rates which are consistent with those provided by the Proposer in its Interest Rate Submission.
- c. The Bid Financial Model shall include credit spreads which are consistent with those provided by the Proposer in its Debt Commitment Letters.

23.5.8 Mandatory Elements

- a. Input Worksheets
 - i. The Bid Financial Model shall clearly indicate in one or more input worksheets all assumptions supporting the calculation of projections, including (to the extent applicable):
 - A. Timeline assumptions including estimated Financial Close Date and Baseline Substantial Completion Date;
 - B. Design and construction work expenditures, and other capital expenditures including development and pursuit costs;
 - C. Assumptions related to the Availability Payments, Initial Takedown Payment, and any other project revenue sources in excess of [\$500,000] in a single year;
 - D. Assumptions related to operations and maintenance expenditures, including any anticipated expenses in excess of [\$500,000] in a single year;
 - E. Assumptions related to renewal work expenditures,
 - F. Assumptions related to expenditures to meet Handback Requirements;
 - G. Deposits into and drawdown of reserve accounts, if any;
 - H. Pricing information related to Project Debt and associated instruments (including swaps), including Base Interest Rates and credit spreads by maturity for each Project Debt instruction, as applicable;
 - I. Outputs related to Project Debt, including coverage ratios and calculation of any Key Ratios;
 - J. Outputs related to financial metrics for Equity Investments, including Equity IRR;
 - K. Tax assumptions applicable to the Develop, including federal, state and local taxes; and

- L. Macroeconomic assumptions (including inflation).
- b. Output Worksheets
 - i. The Bid Financial Model shall include a separate output worksheet in substantially the same format as each of the Financial Proposal Forms as follows:
 - A. Form 18 Sources and Uses of Funds; and
 - B. Form 23 Operating Period Revenues, Cashflow Waterfall and Reserves.
 - ii. Each Proposer shall include in the Bid Financial Model each of the following output worksheets projected on a monthly basis during the D&C Period and on an annual basis thereafter:
 - A. Developer balance sheet;
 - B. Developer profit and loss statement; and
 - C. Developer cash flow statement,where projections in such accounting statements shall be provided in compliance with all applicable Federal, State and local tax laws and regulations.

23.6 Price Proposal

Proposer shall submit a completed Form 15.

23.7 Cost Data

Proposer shall submit a completed Form 19 and Form 20.¹¹

24. PROPOSAL REQUIREMENTS FOR VOLUME 5 – REDACTED PROPOSAL

- a. The redacted Proposal, if submitted, shall be divided into sub-volumes, as needed, and shall include:
 - i. as the first page, the Confidential Contents Index in the form of Form 12; and
 - ii. the redacted contents, from each of Volumes 1 through 4, with each redaction containing a footnote cross reference to the corresponding entry in the Confidential Contents Index.
- b. Volume 5, if submitted, will:
 - i. be in a separate loose-leaf three ring binder (or binders, if needed);
 - ii. be clearly marked “Original” or “Copy”, as appropriate, on its spine; and
 - iii. have the Proposer’s name and volume number marked on the face and spine.

¹¹ Additional details and forms to be provided in a subsequent Addendum.

PART F: EVALUATION PROCESS AND CRITERIA

25. OVERVIEW OF EVALUATION PROCESS

25.1 Description of the Evaluation Process

- a. The City will use the following process to evaluate and score Proposals:
- b. Evaluation of Proposals will consist of:
 - i. evaluation of Technical Proposals which shall consist of:
 - A. the evaluation of each such proposal against the Technical Responsiveness Criteria; and
 - B. the Substantive Evaluation (including the Technical Substantive P/F Evaluation and the Community Substantive P/F Evaluation);
 - ii. evaluation of Financial Proposals which shall consist of:
 - A. the evaluation of each such proposal against the Financial Responsiveness Criteria; and
 - B. the Substantive Evaluation (including total Project cost and annual Availability Payment); and
 - iii. calculation of the Total Score for each Proposal.
- c. Failure to meet any one of the Responsiveness Criteria will result in the City not evaluating the relevant Proposal any further.
- d. Subject to the City's Reserved Rights, a Proposer shall be required to obtain a "pass" (defined as having fully complied with a criterion) on all Pass/Fail Evaluation Criteria in order for it to be eligible to be selected by the City as Preferred Proposer.

25.2 Conducting the Evaluation Process

25.2.1 Use of Evaluation Teams

The City may use one or more teams representing different skillsets, knowledge and experience to conduct the evaluation process outlined in this Section 26.

25.2.2 Requests for Additional Information

- a. The City may, at any time following submission of a Proposal or during the evaluation process:
 - i. request written clarification or additional information from a Proposer; or
 - ii. request a Proposer to verify or certify certain aspects of its Proposal, including through an oral interview (in-person or remotely held).
- b. The scope and length of, and topics to be addressed in, any response to such a request from the City will be subject to the City's discretion.

25.2.3 Interviews

- a. In accordance with Section 25.2.2, the City reserves the right to interview some or all Proposers after receiving the Proposals but prior to the Financial Proposal Deadline. Participation in any requested interview by representative of any specifically requested Major Participant is one of the Technical Pass/Fail Criteria, although the absence of any particular individual will not result in a "fail" for that criterion.

- b. The sole purpose of any such interview will be to enable the City to resolve questions related to the review, evaluation and scoring of Technical Proposals.
- c. Additional details regarding interviews, including any procedures to maintain confidentiality and/or enhance transparency, will be provided at the time that such interviews are requested.

25.2.4 Exercise of Discretion in Evaluation Process

- a. The evaluation and scoring of Proposals and ranking of Proposers will be conducted at the discretion of the City (with assistance from the committees referred to in Section 25.2.1 and such professional and other advisors as the City may designate).
- b. Proposers should note that, unless expressly permitted by this ITP:
 - i. any failure to fully disclose requested information;
 - ii. any incomplete, inaccurate, materially misleading or non-responsive submissions; or
 - iii. any conditional or qualified submissions (i.e., “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.) to requests or questions posed, may, in the discretion of the City, lead to:
 - iv. being deemed to not satisfy the Responsiveness Criteria;
 - v. disqualification of a Proposer or a relevant Major Participants from the procurement process; and/or
 - vi. a relatively lower score as part of the Substantive Evaluation.

26. PROPOSAL EVALUATION AND SCORING PROCESS

26.1 Technical Proposal Responsiveness

Proposers must satisfy all Technical Responsiveness Criteria to be selected as Preferred Proposer. Those Proposals not satisfying each of the Technical Responsiveness Criteria will be excluded from further consideration and the Proposer shall be so notified.

26.1.1 Technical Responsiveness Criteria

The Technical Responsiveness Criteria are summarized below.

No.	Technical Responsiveness Criteria	ITP Sec. Ref.
(1)	Technical Proposal volumes submitted at the Proposal Submittal Location on or before the Technical Proposal Submission Deadline.	Section 17.1.1
(2)	Proposal complies with all Technical Pass/Fail Criteria set out in [the second column of the table in Annex A of the Technical Proposal Letter.	Form 6
(3)	Proposer submitted a <u>completed and signed</u> “MWBE Commitment Form” in the form provided in Form 9.	Form 9
(4)	Proposal not deemed to fail due to: any failure to fully disclose requested information; any incomplete, inaccurate, materially	Section 25.2.4

No.	Technical Responsiveness Criteria	ITP Sec. Ref.
	misleading, or non-responsive submissions; or any conditional or qualified submissions.	

26.1.2 Technical Proposal Pass/Fail Evaluation

- a. Each Technical Proposal will be reviewed for:
 - i. satisfaction of each of the submission requirements in this RFP; and
 - ii. conformance to the RFP instructions regarding organization and format.
- b. Proposals must be deemed by the City to “pass” each of the Technical Pass/Fail Criteria set out in Annex A of the Technical Submittal Letter, subject to any waivers granted by the City pursuant to its Reserved Rights under Section 39.2, in order to advance to the Technical Proposal Substantive Evaluation.

26.2 Technical Proposal Substantive Evaluation

In accordance with this Section 26.2 and only with respect to each Technical Proposal that remains eligible for evaluation in accordance with Section 26.1, the City will evaluate and score a Proposer’s Technical Proposal.

26.2.1 Technical Evaluation Criteria

The Technical Evaluation Criteria are summarized below.

No.	Criteria	Technical Proposal Scoring Element Submission Requirements	ITP Cross Reference	Maximum Points
Maximum Total Technical Points:				1000 Points
1	Design and Construction			300 Points
	D&C Organizational Approach	<ul style="list-style-type: none"> • Organizational Approach & Delivery Plan • Construction Approach Narrative • Community Impact Narrative 	Section 21.1.2 Section 21.1.3 Section 21.1.3a	50 Points
	D&C Project Management	<ul style="list-style-type: none"> • Project Management Narrative • Quality Management Narrative 	Section 21.1.5 Section 21.1.6	50 Points
	Phasing, Coordination and Risk Approach	<ul style="list-style-type: none"> • Construction Staging & Phasing Plan • Third Party Coordination Approach • Risk and Mitigation Narrative 	Section 21.1.7 Section 21.1.8 Section 21.1.9	80 Points
	Project Design	<ul style="list-style-type: none"> • Design and Renderings • Design Brief Narrative 	Section 21.1.9a Section 21.1.11	100 Points
	Sustainability	<ul style="list-style-type: none"> • Sustainability Plan Narrative 	Section 21.1.12	20 Points

No.	Criteria	Technical Proposal Scoring Element Submission Requirements	ITP Cross Reference	Maximum Points
2	Operations and Maintenance			200 Points
	Events and Activation Approach	<ul style="list-style-type: none"> • Campus Activation Narrative • Revenue Strategy • Events Schedule 	Section 21.2.1 Section 21.2.2 Section 21.2.3	100 Points
	O&M Organizational Approach	<ul style="list-style-type: none"> • Organizational Structure • Renewal Strategy Plan • Customer Interaction Approach 	Section 21.2.4 Section 21.2.5 Section 21.2.5	50 Points
	Partnership & Community	<ul style="list-style-type: none"> • Partnership Narrative 	Section 21.2.7	50 Points
3	Site Plan and Private Development			300 Points
	Urban Design Approach	<ul style="list-style-type: none"> • Urban Design Narrative 	Section 21.3.1	50 Points
	Quality of Development Plan	<ul style="list-style-type: none"> • Site Connectivity Plan • Development Plan • Infrastructure Master Plan 	Section 21.3.2 Section 21.3.3a Section 21.3.4	150 Points
	Real Estate Development Strategy	<ul style="list-style-type: none"> • Initial Takedown Renderings • Initial Takedown Strategy Narrative • Future Takedown Strategy Narrative • Future Takedown Schedule 	Section 21.3.5 Section 21.3.6 Section 21.3.7 Section 21.3.8	100 Points
4	Community Support and Economic Opportunity¹²			200 Points
	Community, Workforce, Subcontractor, and Stakeholder Engagement	<ul style="list-style-type: none"> • Community Engagement Narrative • City Values Narrative • MWBE Compliance Plan and Letters of Intent • Workforce Plan – D&C • Workforce Plan – O&M 	Section 21.4.1 Section 21.4.2 Section 21.4.3 Section 21.4.4a Section 21.4.4b	

¹² Additional information on breakdown of scoring in this section to be provided in a subsequent Addendum.

No.	Criteria	Technical Proposal Scoring Element Submission Requirements	ITP Cross Reference	Maximum Points
		<ul style="list-style-type: none"> • Community Event Access • Affordable Housing Plan • Design and Renderings for 1909 and Cultural Buildings • Design Brief Narrative for 1909 and Cultural Buildings 	<p>Section 21.4.5</p> <p>Section 21.4.5</p> <p>Section 21.1.9a Section 21.1.11</p>	
	Alignment with Additional Community Preferences	<ul style="list-style-type: none"> • []¹³ 		

26.2.2 Technical Proposal Substantive Evaluation Process

- a. Subject to the Reserved Rights, the City will substantively evaluate each Proposal that meets the Technical Responsiveness Criteria by considering the merits of each Proposer’s Technical Proposal (including the net benefits of any approved ATCs incorporated therein) by reference to the Technical Evaluation Criteria. This evaluation will conclude with the scoring process described below.
- b. The evaluation process shall consist of the following steps:
 - i. first, the City shall assign a score to each Technical Proposal Scoring Element;
 - ii. second, the City shall calculate the Aggregate Technical Substantive P/F Score for each Technical Proposal;
 - iii. third, the City shall calculate the Community Substantive P/F Score for each Technical Proposal; and
 - iv. fourth, the City shall determine whether each Technical Proposal has “passed” the Technical Substantive P/F Evaluation, with a “pass” being achieved if:
 - A. the Aggregate Technical Substantive P/F Score assigned to such Technical Proposal is at least 600 Points; and
 - B. the Community Substantive P/F Score assigned to such Technical Proposal is at least 150 Points.
- c. Any Technical Proposal not meeting the requirements in Section [26.2.2b.iv] will result in the City not evaluating and/or scoring the relevant Proposal further and such Proposer being ineligible to be selected as Preferred Proposer.

26.2.3 Technical Proposal Scoring

The Technical Score shall be equal to the sum of the scores assigned to each Technical Proposal Scoring Element (i.e. the Aggregate Technical Substantive P/F Score), where the highest possible score will be 1,000 Points.

¹³ To be determined after additional community input.

26.3 Financial Proposal Responsiveness

- a. Proposers must satisfy all Financial Responsiveness Criteria to be selected as Preferred Proposer. Those Proposals not satisfying each of the Financial Responsiveness Criteria will be excluded from further consideration and the Proposer shall be so notified.
- b. Proposals that include a Technical Proposal not meeting the Technical Responsiveness Criteria or passing the Technical Substantive P/F Evaluation shall have their Financial Proposals returned and not scored.

26.3.2 Financial Proposal Responsiveness Criteria

The Financial Responsiveness Criteria are summarized below.

No.	Financial Responsiveness Criteria	ITP Sec. Ref.
(1)	Financial Proposal submitted at the Proposal Submission Location on or before the Financial Proposal Submission Deadline.	Section 17.1.1
(2)	Financial Proposal complies with all Financial Pass/Fail Criteria set out in the second column of the table in Annex A of the Financial Proposal Letter.	Form 7
(3)	Proposal not deemed to fail due to: any failure to fully disclose requested information; any incomplete, inaccurate, materially misleading, or non-responsive submissions; or any conditional or qualified submissions.	Section 25.2.4

26.3.3 Financial Pass/Fail Evaluation

- a. Each Financial Proposal will be reviewed for:
 - i. satisfaction of each of the submission requirements in this RFP; and
 - ii. conformance to the RFP instructions regarding organization and format.
- b. Proposals must be deemed by the City to “pass” each of the Financial Pass/Fail Criteria set out in Annex A of the Financial Submittal Letter, subject to any waivers granted by the City pursuant to its Reserved Rights under Section 39.2, in order to advance to the Financial Proposal Substantive Evaluation.

26.4 Financial Proposal Substantive Evaluation

In accordance with this Section 26.4 and only with respect to each Financial Proposal that remains eligible for evaluation in accordance with Section 26.3.2, the City will evaluate and score a Proposer’s Financial Proposal.

26.4.1 Financial Proposal Scoring

The maximum Financial Score for a Financial Proposal is 1,500 points. The Financial Score for a Financial Proposal will be calculated in accordance with the formula set forth below using the Proposer’s Price Proposal submitted in Form 15.

$$Fin. Score_A = 1,500 - \frac{(\min(AP_A, AP_{Lim}) - \min(AP_{Low}, AP_{Lim}))}{900,000} - \frac{(\max(AP_A, AP_{Lim}) - AP_{Lim})}{900,000 \times 10\%}$$

where:

- i. Financial Score_A cannot be lower than zero (0)

- ii. $AP_A = \text{NPV of Proposer's Price Proposal} = 15.201 \times \text{Bid Capital MAP} + 21.501 \times (\text{Bid Operating MAP} + \text{Bid Renewal MAP}).$
- iii. $AP_{\text{Lim}} = \$760,600,000$
- iv. $AP_{\text{Low}} = \text{NPV of the lowest Price Proposal of any Financial Proposal eligible to be scored}$

26.4.2 Total Score

For each Proposal satisfying the Technical Responsiveness Criteria and the Financial Responsiveness Criteria and passing the Technical Substantial P/F Evaluation, the City shall calculate the Total Score, which score shall be calculated in accordance with the following formula.

$$\text{Total Score} = \text{Technical Score} + \text{Financial Score}$$

27. SELECTION AND POST-SELECTION PROCESS

27.1 Selection and Announcement of Preferred Proposer

- a. Subject to the Reserved Rights, the City intends to select as Preferred Proposer the Proposer that submitted the Proposal that received the highest Total Score in accordance with Section 26.
- b. The City will notify each Proposer of the identity of the Preferred Proposer (the notice identifying the Preferred Proposer, the "Notice of Intent to Award").

27.2 Finalization of the Project Agreement for Execution

- a. Under the terms of the Proposal Letters, each Proposer shall commit to enter into the Project Agreement substantially in the form provided in the RFP, without any revisions except:
 - i. minor modifications necessary to create a complete and legally binding contract, including modifications to address drafting issues, clarifications or any conflicts between or within documents, or the equivalent of one of these;
 - ii. modifications to those Project Agreement provisions that, as indicated in the form of Project Agreement included in the RFP, require information that can only be provided after the Preferred Proposer has been approved, provided that such modifications are consistent with the terms of the RFP in the City's reasonable discretion; and
 - iii. modifications necessary to incorporate terms or concepts provided in the Preferred Proposer's Proposal, including ATCs and/or AFC, which have been approved or required by the City for inclusion in the Project Agreement in accordance with this ITP.
- b. The City may, in its discretion, initiate or agree to engage in negotiations with the Preferred Proposer to modify terms of the Project Agreement other than in accordance with Section 27.2a.
- c. Negotiations (if any) will be limited to those issues or provisions that the City identifies to the Preferred Proposer as permissible issues or provisions for negotiation. the City may, in its discretion, terminate such negotiations at any time and require the Preferred Proposer to enter into the Project Agreement in its form as of the Financial Proposal Submission Deadline (subject to any changes agreed by the City and the Proposer) in accordance with Section 27.2a.

- d. The City may, in its discretion, require the Preferred Proposer to attend in-person meetings in Denver and/or teleconference calls in order to confirm final Project Agreement modifications to the extent permitted under Section 27.2a or as part of any negotiations held in accordance with Section 27.2c.
- e. In the event the City elects to commence negotiations with a Preferred Proposer, then such Preferred Proposer shall be deemed to have failed to engage in good faith negotiations with the City and will forfeit its Proposal Security as set forth in Section 17.4.2 if the Preferred Proposer:
 - i. fails to attend or actively participate in reasonably scheduled negotiation meetings with the City;
 - ii. fails to timely submit deliverables as required by the RFP or the City in the course of negotiations; or
 - iii. insists upon terms or conditions for any documents to be negotiated or provided by Proposer hereunder that are inconsistent with the Project Agreement as issued in the RFP (including inclusion of assumptions, qualifications, conditions, pricing basis or exceptions in the Project Agreement beyond those that expressly exist in the RFP as of the last addenda to the RFP).
- f. For purposes of Section 27.2e, the Preferred Proposer shall be deemed not to have negotiated in good faith if it fails to attend and actively participate in reasonably scheduled negotiation meetings or teleconference calls with the City or insists upon terms or conditions that are materially inconsistent with its Proposal.

27.3 Execution of the Project Agreement

- a. Within 15 Working Days after release of the Notice of Intent to Award (or such longer period as the City may determine, in their discretion), the Preferred Proposer shall submit to the City:
 - i. evidence of all necessary company or partnership action by Proposer to authorize the execution, delivery and performance of the Project Agreement;
 - ii. evidence as to the authority, power, and capacity of the individuals executing the Project Agreement on behalf of Proposer;
 - iii. subject to the City having previously provided to the Preferred Proposer execution copies of the same, or otherwise arranged with the Preferred Proposer for the production of the same, the Project Agreement, duly executed by the Proposer;
 - iv. notice of the name and address of Proposer's agent for service of legal process, if any, and Proposer's Federal Internal Revenue Service employer identification number;
 - v. a written opinion from counsel for the Developer in the form of Form [] of the Project Agreement (with such changes as agreed to by the City in its discretion), which counsel shall be approved by the City (which may be in-house or outside counsel, provided that the organization/authorization/execution opinion shall be provided by an attorney licensed in the state of the formation/organization of the entity for which the opinion is and the qualification to do business in Colorado, and the delivery and enforceability opinion shall be provided by an attorney licensed in the State of Colorado); and
 - vi. all documents required to be delivered by Project Agreement concurrently with or prior to execution of the Project Agreement in accordance with its terms,

- in each case in compliance with, and not inconsistent with, the requirements and terms of the RFP.
- b. If the Preferred Proposer fails to comply with Section 27.3a, or does any of the other acts or omissions referenced in Section 27.2f, the City may, subject to the exercise of any Reserved Rights:
 - i. draw on the Preferred Proposer's Proposal Security in its entirety, and the Preferred Proposer shall not be entitled to the stipend payment under its Stipend Agreement; and
 - ii. revoke the Notice of Intent to Award as the Preferred Proposer and issue a new Notice of Intent to Award to the Eligible Proposer that submitted the next highest Total Score relative to the Preferred Proposer previously identified in the revoked Notice of Award.
 - c. If, prior to the City's counter-execution of the Project Agreement, a Proposer Material Adverse Change occurs or exists, the Preferred Proposer shall notify the City of such occurrence or existence immediately. If the Preferred Proposer provides such a notification to the City or they otherwise become aware of the occurrence or existence of any Proposer Material Adverse Change, the City will consider whether such Proposer Material Adverse Change would have resulted in the Preferred Proposer receiving a "fail" under any Financial Pass/Fail Criteria. If the City determines that the Preferred Proposer would have received a "fail", they will notify the Preferred Proposer of such determination. Following any discussions with the Preferred Proposer that the City determines are appropriate in such circumstances, the City will (acting reasonably) notify the Preferred Proposer of the additional security it is required to submit and/or the other measures or actions it is required to take, in each case as deemed necessary (but not more than necessary) by the City (acting reasonably) to address the occurrence of the Proposer Material Adverse Change so as to maintain the Preferred Proposer's "pass" rating, provided that any such required additional security, measures or actions will be consistent with the types of security and assurances reflected in the Preferred Proposer's Proposal and/or as are otherwise customary and reasonable in equivalent circumstances. Should the Preferred Proposer fail to comply with any requirement to submit such additional security and/or take any other such measures or actions within ten Working Days of delivery of notice from the City identifying such requirement (or such longer time as may be allowed by the City in its discretion), the City may exercise its rights under Section 27.3b.

PART G: ADDITIONAL PROCUREMENT RULES

28. DEBRIEFINGS

28.1 Availability of Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected as the Preferred Proposer may request a debriefing within ten Working Days of notification of selection of the Preferred Proposer. Debriefings will be provided at the City's earliest feasible time after execution of the Project Agreement with a Preferred Proposer. The debriefing will be conducted by a procurement official familiar with the rationale for the selection of the Preferred Proposer.

28.2 Content of Debriefings

Debriefings will:

- a. be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal nor disclose or discuss any confidential information relating to any other Proposer or its Proposal;
- b. be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and
- c. provide information on areas in which the unsuccessful Proposer's Proposal had strengths, weaknesses, or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

28.3 Waiver

By requesting and participating in any debriefing session, a Proposer and its Major Participants will be deemed to have waived any right to use any information provided by the City in good faith during such a debriefing against the City or its representatives in any way whatsoever.

29. ADDITIONAL CITY REQUIREMENTS

29.1 Social Ordinances

- a. All work performed on the Public Elements (including, for certainty, construction, operations, maintenance, and rehabilitation) will be subject to:
 - i. the City's prevailing wage requirements (see D.R.M.C. §§ 20-76 through 20-79);
 - ii. payment of living wages (see D.R.M.C. § 20-80);
 - iii. the City's minimum wage ordinance (see D.R.M.C. §§ 20-82 through 20-84); and
 - iv. requirements related to small business enterprise, equal employment opportunity, and minority and women business enterprise participation for design, construction, and covered goods and services (see D.R.M.C. §§ 28-31 through 28-91; and §§ 28-117 through 28-199). Please also note that any revisions to the D.R.M.C. enacted before a goal is set to any portion of the Project shall apply to that portion of the Project and associated contracts or phases; and
- b. Other Work performed on property owned by City (including Work performed in respect of any Private Development for which development rights are granted by means other than fee simple conveyance) will be subject to the requirements of Section 29.1a.iv only. Work

performed on property not owned by the City will not be subject to the requirements of this Section 29.1.

29.2 MWBE

The Proposer shall make good faith efforts to meet or exceed the specified MWBE goals, set forth in Schedule 20, at the time of proposal submission. To be considered a responsive proposer, the Proposer shall meet the goal by committing to meet the MWBE participation goal for the D&C Work process in its MWBE Proposed Compliance Plan, specifically identifying certified MWBE firms that will be performing services or providing supplies in the first year of the design/build or other alternative method contract (in both the design and construction phases, as applicable) and MWBE Contract Requirements enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the Proposal. If awarded the contract, the contractor/consultant is required to make good faith efforts to fulfill their commitment to MWBEs participation/utilization throughout the duration of the contract.

29.3 Workforce

Schedule 20 of the Project Agreement includes requirements associated with workforce development associated with construction and operations of the Public Elements.

29.4 Non-Discrimination

The Project Agreement will include certain requirements prohibiting discrimination on the basis of race, color, national origin, religion, age, gender, sexual orientation, gender variance, marital status, military status, or physical and/or mental disability in connection with any Work performed on the Project.

30. RESERVED RIGHTS

30.1 Reserved Rights

- a. In connection with the procurement process described in this ITP, the City reserves to itself any and all of the rights set out in this Section 30 and any other rights available to it under applicable law (any of which rights will be exercisable by the City in its discretion, with or without cause and with or without notice). The rights referred to in the preceding sentence (together, the “Reserved Rights”) include the right to:
 - i. modify the procurement process described in this ITP or any dates set or projected in this ITP (including, if applicable, as previously modified in accordance with this Section 30) to address:
 - A. applicable law;
 - B. the best interests of the City;
 - C. input from Governmental Authorities;
 - D. input from community; and/or
 - E. any concerns, conditions or requirements of any State or Federal department or agency;
 - ii. in reviewing and/or evaluating Proposals appoint evaluation committees, which may include members of other public agencies, to review Proposals and seek the assistance of outside technical, financial, legal and other experts and consultants;
 - A. terminate evaluation of Proposals received at any time;
 - B. waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a Proposal, accept and review a Proposal that it could

- otherwise have determined to have failed the Pass/Fail Evaluation or permit clarifications or additional information to be submitted with respect to a Proposal;
- C. make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of its evaluation;
 - D. require confirmation of information submitted by the relevant Proposer, require additional information from such Proposer concerning its Proposal, or require additional evidence of qualifications to perform the work described in this ITP;
 - E. contact the firm and personnel references supplied by the Proposer as well as other potential references not listed, including internal personnel of the City;
 - F. seek or obtain data from any source that has the potential to improve the City's understanding and evaluation of a Proposal;
 - G. conduct a "best and final offer" or Proposal revision process following receipt of Proposal; and/or
 - H. if:
 - 1. only one Proposal is received;
 - 2. only one Proposal satisfies all Pass/Fail Evaluation Criteria; or
 - 3. the City only identifies one Proposer as an Eligible Proposer,
 - 4. then the City may take such steps as appear to be appropriate to it under the circumstances, including:
 - 5. modifying any provision of the RFP;
 - 6. seeking additional or updated Proposals, information or clarifications from other Proposers; or
 - 7. terminating the procurement process described in this ITP;
- iii. in otherwise conducting the procurement process described in this ITP:
- A. modify any and all dates set in this ITP;
 - B. add or delete Proposer responsibilities from the information contained in the RFP;
 - C. reject any and all submittals, responses, and Proposals received at any time;
 - D. not select any Proposer as an Eligible Proposer or as a Preferred Proposer;
 - E. add as a Proposer any prospective Proposer that submitted a Proposal in order to replace a previously selected short-listed Proposer that withdraws or is disqualified from participation in the procurement process described in this ITP;
 - F. engage in negotiations with the Preferred Proposer or with any other Proposer;
 - G. suspend and terminate Project Agreement negotiations at any time;

- H. elect not to commence Project Agreement negotiations;
 - I. negotiate with a Proposer without being bound by any provision in the RFP or its Proposal; and/or
 - J. disqualify any Proposer from the procurement process for violating any rules or requirements of the procurement process specified in (A) this ITP, (B) any other communication from the City or (C) applicable law; and/or
 - K. accept, reject or seek additional information regarding a Proposer's request to make any Organizational Change or Key Personnel Change;
- iv. procure and develop the Project, including any portion thereof, in any manner that it deems necessary, including the right to:
- A. modify the scope, structure, schedule and/or specific terms of, or cancel, the procurement process described in this ITP in whole or in part at any time prior to the execution by the City of a Project Agreement, without incurring any cost obligations or liabilities, except to the extent expressly provided for in any executed Stipend Agreement;
 - B. modify the scope of the Project or the Work during the procurement process;
 - C. issue addenda, supplements and modifications;
 - D. issue a new request for qualifications, instructions to proposers, or request for proposals after cancellation of the procurement process described in this ITP;
 - E. elect not to commence or continue Project Agreement negotiations with the Preferred Proposer or any other Proposer, and/or suspend or terminate Project Agreement negotiations at any time;
 - F. conduct One-on-One Meetings and other meetings at such times, according to such rules of conduct, and with such attendees, as the City may determine are appropriate in its discretion; and/or
 - G. develop some or all of the Project itself or through another State or local governmental entity;
- v. if the City is unable to negotiate a Project Agreement to its satisfaction with the Preferred Proposer or any other Proposer, to:
- A. negotiate with another Proposer;
 - B. seek amended, revised or supplemented Proposals from any or all Proposers;
 - C. cancel the procurement process described in this ITP;
 - D. pursue the development of the Project through a procurement or contracting approach not expressly anticipated by the RFP; and/or
 - E. exercise such other rights under Law;
- vi. exercise any other right reserved or afforded to the City under this ITP or applicable laws and regulations; and/or

- vii. exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in the light of all circumstances prevailing at the time which the City considers to be relevant.

30.2 No Commitment or Liability

- a. This RFP does not commit or bind the City to enter into a Project Agreement or proceed with the procurement process described in this ITP. The City does not assume any obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to the RFP and all such costs will be borne solely by each Proposer, except to the extent provided for in an executed Stipend Agreement.
- b. In no event will the City be bound by, or liable for, any obligations with respect to the Project or any portion thereof, except to the extent provided for in an executed Stipend Agreement, until such time (if at all) as a Project Agreement (in form and substance satisfactory to the City) has been executed and authorized by the City and then, only to the extent set out in the Project Agreement.

PART H: FORMS

Separately provided.

PART H: FORMS

Pre-Proposal Submission Forms

- Form 1:** RFP Comment Submission Template
- Form 2:** Supplemental Due Diligence Request Form
- Form 3:** Alternative Technical Concept Submission Form
- Form 3A:** Conceptual Alternative Technical Concept Submission Form
- Form 3B:** Detailed Alternative Technical Concept Submission Form
- Form 4:** Alternative Financial Concept Submission Form
- Form 5:** Proposer Team Update Submission Form

Proposal Forms

- Form 6:** Technical Proposal Letter
- Form 7:** Financial Proposal Letter
- Form 8:** Form of Letter of Credit
- Form 9:** MWBE Commitment Form
- Form 10:** Form of Stipend Agreement
- Form 11:** *[Reserved]*
- Form 12:** Confidential Contents Index
- Form 13:** Financial Capacity Update Form
- Form 14:** Interest Rate Submission Form
- Form 15:** Price Proposal
- Form 16:** Financing Plan Dates
- Form 17:** Equity and Debt Information
- Form 18:** Sources and Uses of Funds
- Form 19:** Construction Cost Data
- Form 20:** Operations and Maintenance Cost Data
- Form 21:** *[Reserved]*
- Form 22:** Private Development Parcel Data
- Form 23:** Operating Period Revenues, Cashflow Waterfall and Reserves

FORM 1: RFP COMMENT SUBMISSION TEMPLATE

Instructions

Please generally see Section 6.2 of the ITP. In addition:

- (1) Proposers should submit RFP Comments in English and in Microsoft® Word format.
- (2) General comments should be provided first. Specific RFP Comments should be ordered sequentially by reference to the order in which they appear in the RFP (or other document, if applicable).
- (3) RFP Comments should be divided into the following categories in accordance with the Category headings in each part of the Form:
 - (a) “Category A” – an issue that, if not resolved in an acceptable fashion, would likely preclude the Proposer from submitting a Proposal;
 - (b) “Category B” – an issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with other issues (which should be identified to the extent related or possible), would likely preclude the Proposer from submitting a Proposal;
 - (c) “Category C” – a substantive issue that does not qualify as a Category A, B or E issue; or
 - (d) “Category D” – a comment relating to a title or survey objection taken pursuant to Section 8.3 of the ITP or in response to feedback or comments received on a Development Plan or Design Submission.
 - (e) “Category E” – a drafting issue, a clarification or a comment concerning conflicts between or within documents, or the equivalent of one of these, in each case which a reasonable Proposer would not interpret as intentional (and therefore should be a Category A, B, or C comment).
- (4) Each RFP Comment should be marked as confidential or non-confidential using the column in the Form. Any comment not marked will be assumed to be non-confidential.
- (5) Proposers should delete this instructions box and additional instruction notes prior to submitting any RFP Comments using this Form.

**Request for Proposals for the Triangle Project
Instruction to Proposers
Form 1**



Proposer Name: [Proposer to provide]
Date: [Proposer to provide]

**Request for Proposal for he Triangle Project – DBFOM Work Procurement
RFP Comment Submission No. []¹**

RFP Comments on RFP [Addendum] dated []

<u>No.</u>	<u>Cross-Ref. (if any)</u>	<u>Category*</u>	<u>Confidential (Y/N)</u>	<u>RFP Comment</u>	<u>For the City's Use (Proposers to leave blank)</u>
1.					
2.					
3.					

*Categories:
 "Category A" – an issue that, if not resolved in an acceptable fashion, would likely preclude the Proposer from submitting a Proposal;
 "Category B" – an issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with other issues (which should be identified to the extent related or possible), would likely preclude the Proposer from submitting a Proposal;
 "Category C" – a substantive issue that does not qualify as a Category A, B or E issue; or
 "Category D" – a comment relating to a title or survey objection taken pursuant to Section 8.3 of the ITP or in response to feedback or comments received on a Development Plan or Design Submission.
 "Category E" – a drafting issue, a clarification or a comment concerning conflicts between or within documents, or the equivalent of one of these, in each case which a reasonable Proposer would not interpret as intentional (and therefore should be a Category A, B or C comment).

¹ Proposers to sequentially number each set of RFP Comments submitted.

FORM 2: SUPPLEMENTAL DUE DILIGENCE REQUEST FORM

Instructions

Please generally see Section 8.2 of the ITP. In addition:

- (1) Proposers should submit a separate Supplemental Due Diligence Request with respect to each requested Supplemental Due Diligence Activity.
- (2) Proposers should delete this instructions box and additional instruction notes prior to submitting this form.

Proposer Name: [Proposer to provide]
Date: [Proposer to provide]

The Triangle Project: Supplemental Due Diligence Request No. []²

1. TYPE OF REQUEST

- Physical Due Dilligence
- Restricted Access Inspection
- Public Access Inspection

2. OVERVIEW

[Provide description.]

3. METHOD(S) OF INSPECTION/INVESTIGATION

[Provide description.]

4. LOCATION(S) AND APPROXIMATE DURATION OF ACTIVITY

[Provide description.]

5. IDENTITY AND QUALIFICATIONS OF PARTICIPANTS IN ACTIVITY (IF APPLICABLE/KNOWN)

[Provide description.]

6. PERMIT(S)/APPROVAL(S) REQUIRED (AND STATUS)

[Provide description.]

7. POTENTIAL BENEFITS TO THE PROCUREMENT

[Provide description.]

² Proposers to sequentially number all Supplemental Due Diligence Requests. Pursuant to Section 8.2 of the ITP, Proposers should submit a separate Supplemental Due Diligence Request with respect to each requested Supplemental Due Diligence Activity.

**FORM 3-A: CONCEPTUAL ALTERNATIVE TECHNICAL
CONCEPT SUBMISSION FORM**

Instructions

Please generally see Section 9.1 of the ITP. In addition:

- (1) There is no page limit for Conceptual ATC Submissions.
- (2) Any attachments to a Conceptual ATC Submission should be labelled so as to clearly indicate to which heading(s) within the Conceptual ATC Submission Form such the materials relate.
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this form.

Proposer Name: [Proposer to provide]
Date: [Proposer to provide]

The Triangle Project RFP: ATC Submission No. []-[]³

1. BACKGROUND INFORMATION

1.1 PRIOR SUBMISSION(S)

- None (this is the initial submission of this ATC)
 Previously Submitted

1.2 Explanation of Reason for Resubmission

[Proposer to provide, indicate "N/A" if not previously submitted]

1.3 Request for Discussion at One-on-One Meeting

- Meeting Requested
 Meeting Not Requested⁴

2. CONCEPTUAL ATC SUBMISSION REQUIREMENTS⁵

2.1 Overview Description

A brief summary overview of the proposed Conceptual ATC.

[Proposer to provide]

2.2 Rationale

Explanation of how, where, and why the Conceptual ATC would be used on the Project, including how it aligns with the Project Goals.

[Proposer to provide]

2.3 Relevant RFP Requirements

List all preliminarily identified material RFP requirements that are inconsistent with, and would require amendment to accommodate, the proposed ATC,⁶ including any proposed non-

³ ATC Submissions should be numbered in the format of "X.Y" to indicate iterative versions of the same ATC concept, where: (a) "X" will be the sequential number of each separate ATC concept that is submitted; and (b) "Y" will be the sequential number of the version of a particular ATC, with the initial submission being version "0".

⁴ Without a meeting request from the Proposer, the City may nevertheless require a Proposer to discuss an ATC Submission at a One-on-One Meeting.

⁵ In completing Section 2 of this Form 3, Proposers should include the following express statement (with the inapplicable square bracketed language deleted) under each heading in any resubmission of a previously submitted ATC: **"This information [has been] [has not been] amended since the submission of the previous version of this ATC."**

⁶ Proposers should not propose specific RFP drafting amendments in this section, which should instead be included under 2.13.

conformance with minimum criteria specified in the standards, policies, and specifications set out in the RFP.

[Proposer to provide]

2.4 Anticipated Benefits and Impacts

A preliminary analysis of the potential benefits and impacts of the proposed ATC, including the following categories:

- a. Cost: *[Proposer to provide]*
- b. Operations and Maintenance: *[Proposer to provide]*
- c. Safety, Workforce, and Labor: *[Proposer to provide]*
- d. Environmental, Social, Community, and Historic: *[Proposer to provide]*
- e. Schedule and Time Certainty: *[Proposer to provide]*
- f. Risk Allocation: *[Proposer to provide]*
- g. Traffic and Mobility (during and after construction): *[Proposer to provide]*
- h. Utilities: *[Proposer to provide]*
- i. Additional Third Party Impacts: *[Proposer to provide]*
- j. Other Impacts: *[Proposer to provide]*

If not applicable, indicate "Not applicable" with a brief explanation as to why.

2.5 Cost and Benefit Analysis

An estimate (which can, at the Proposer's discretion, unless otherwise requested by the City, be limited to a rough estimate) of likely costs, and savings, that are likely to result from implementation of such proposed ATC, including reference to assumptions on which such estimate is based.

[Proposer to provide]

2.6 Schedule Analysis

An estimate (which can, at the Proposer's discretion, unless otherwise requested by the City, be limited to a rough estimate) of likely design and construction time period impacts (positive and negative) of such Conceptual ATC, including reference to assumptions on which such estimate is based.

[Proposer to provide]

2.7 Conceptual Drawings

At Proposer's discretion, unless otherwise requested by the City, may provide conceptual drawings.

[Proposer to attach]

2.8 Past Use

Identification of other projects on which the Conceptual ATC (or a substantially similar approach) has been implemented, regardless of the results, and the relevance of such experience. Example(s) of past use by Proposer or Major Participants are preferred, but if none exist, examples of past use by third parties are acceptable.

[Proposer to provide]

2.9 Additional Information or Requirements

Additional information or requirements, if needed, or as otherwise requested by the City.

[Proposer to provide]

2.10 Schedule Analysis

An estimate (which can, at the Proposer's discretion, be limited to an order of magnitude) of likely design and construction time period impacts (positive and negative) of such Conceptual ATC, including reference to assumptions on which such estimate is based.

[Proposer to provide]

2.11 Risks

To the extent not otherwise addressed by the responses above, an analysis of any additional risks to City or other third parties associated with implementation of the Conceptual ATC, including discussion of how such risks are, or are proposed to be, allocated under the terms of the Project Agreement (taking into account such terms as expressly reference risk allocation in relation to ATCs)

[Proposer to provide]

2.12 List of Required Approvals

A list of required, or likely to be required, third-party approvals and permits.

[Proposer to provide]

2.13 Proposed Drafting Revisions (non-binding on the City)

a. *List all RFP requirements that are inconsistent with the proposed Conceptual ATC.*

[Proposer to provide]

b. *Attach in the form of a mark-up (for amendments to existing drafting) and/or a rider (with respect to newly proposed drafting) proposed revisions to address the above inconsistencies.*

Request for Proposals for the Triangle Project
Instruction to Proposers
Form 3-A



[Proposer to attach]

**FORM 3-B: DETAILED ALTERNATIVE TECHNICAL
CONCEPT SUBMISSION FORM**

Instructions

Please generally see Section 9.1 of the ITP. In addition:

- (1) There is no page limit for Detailed ATC Submissions.
- (2) Any attachments to a Detailed ATC Submission should be labelled so as to clearly indicate to which heading(s) within the Detailed ATC Submission Form such the materials relate.
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this form.

Proposer Name: [Proposer to provide]
Date: [Proposer to provide]

The Triangle Project RFP: Detailed ATC Submission No. [] []⁷

1. BACKGROUND INFORMATION

1.1 PRIOR SUBMISSION(S)

- None (this is the initial submission of this ATC)
 Previously Submitted

1.2 Explanation of Reason for Resubmission

[Proposer to provide, indicate "N/A" if not previously submitted]

1.3 Request for Discussion at One-on-One Meeting

- Meeting Requested
 Meeting Not Requested⁸

2. DETAILED ATC SUBMISSION REQUIREMENTS⁹

2.1 Overview Description

A brief summary overview of the proposed Detailed ATC.

[Proposer to provide]

2.2 Rationale

Explanation of how, where, and why the Detailed ATC would be used on the Project, including how it aligns with the Project Goals.

[Proposer to provide]

2.3 Relevant RFP Requirements

List all preliminarily identified material RFP requirements that are inconsistent with, and would require amendment to accommodate, the proposed ATC,¹⁰ including any proposed non-

⁷ ATC Submissions should be numbered in the format of "X.Y" to indicate iterative versions of the same ATC concept, where: (a) "X" will be the sequential number of each separate ATC concept that is submitted; and (b) "Y" will be the sequential number of the version of a particular ATC, with the initial submission being version "0".

⁸ Without a meeting request from the Proposer, the City may nevertheless require a Proposer to discuss an ATC Submission at a One-on-One Meeting.

⁹ In completing Section 2 of this Form 3, Proposers should include the following express statement (with the inapplicable square bracketed language deleted) under each heading in any resubmission of a previously submitted ATC: **"This information [has been] [has not been] amended since the submission of the previous version of this ATC."**

¹⁰ Proposers should not propose specific RFP drafting amendments in this section, which should instead be included under 2.13.

conformance with minimum criteria specified in the standards, policies, and specifications set out in the RFP.

[Proposer to provide]

2.4 Anticipated Benefits and Impacts

A preliminary analysis of the potential benefits and impacts of the proposed ATC, including the following categories:

- a. Cost: *[Proposer to provide]*
- b. Operations and Maintenance: *[Proposer to provide]*
- c. Safety, Workforce, and Labor: *[Proposer to provide]*
- d. Environmental, Social, Community, and Historic: *[Proposer to provide]*
- e. Schedule and Time Certainty: *[Proposer to provide]*
- f. Risk Allocation: *[Proposer to provide]*
- g. Traffic and Mobility (during and after construction): *[Proposer to provide]*
- h. Utilities: *[Proposer to provide]*
- i. Additional Third Party Impacts: *[Proposer to provide]*
- j. Other Impacts: *[Proposer to provide]*

If not applicable, indicate "Not applicable" with a brief explanation as to why.

2.5 Cost and Benefit Analysis

An estimate (which can, at the Proposer's discretion, unless otherwise requested by the City, be limited to a rough estimate) of likely costs, and savings, that are likely to result from implementation of such ATC, including reference to assumptions on which such estimate is based.

[Proposer to provide]

2.6 Schedule Analysis

An estimate (which can, at the Proposer's discretion, unless otherwise requested by the City, be limited to a rough estimate) of likely design and construction time period impacts (positive and negative) of such ATC, including reference to assumptions on which such estimate is based.

[Proposer to provide]

2.7 Conceptual Drawings

Conceptual drawings will be at a design level sufficient to demonstrate proposed integration of the Detailed ATC into overall Project if the ATC is approved, changes between proposed ATC and

design without the ATC, any required changes to any other Project elements to allow integration, and compliance with all applicable City technical and safety standards, including applicable codes.

[Proposer to attach]

2.8 Past Use

Identification of other projects on which the Detailed ATC (or a substantially similar approach) has been implemented, regardless of the results, and the relevance of such experience. Example(s) of past use by Proposer or Major Participants are preferred, but if none exist, examples of past use by third parties are acceptable.

[Proposer to provide]

2.9 Additional Information or Requirements

Additional information or requirements, if needed, or as otherwise requested by the City.

[Proposer to provide]

2.10 Schedule Analysis

An estimate (which can, at the Proposer's discretion, be limited to an order of magnitude) of likely design and construction time period impacts (positive and negative) of such Detailed ATC, including reference to assumptions on which such estimate is based.

[Proposer to provide]

2.11 Risks

To the extent not otherwise addressed by the responses above, an analysis of any additional risks to City or other third parties associated with implementation of the Detailed ATC, including discussion of how such risks are, or are proposed to be, allocated under the terms of the Contract (taking into account such Contract terms as expressly reference risk allocation in relation to ATCs)

[Proposer to provide]

2.12 List of Required Approvals

A list of required, or likely to be required, third-party approvals and permits.

[Proposer to provide]

2.13 Proposed Drafting Revisions (non-binding on the City)

- a. List all RFP requirements that are inconsistent with the proposed Conceptual ATC.

[Proposer to provide]

- b. *Attach in the form of a mark-up (for amendments to existing drafting) and/or a rider (with respect to newly proposed drafting) proposed revisions to address the above inconsistencies.*

[Proposer to attach]

FORM 4: ALTERNATIVE FINANCIAL CONCEPT SUBMISSION FORM

Instructions

Please generally see Section 10 of the ITP. In addition:

- (1) There is no page limit for AFC Submissions.
- (2) Any attachments to an AFC Submission should be labelled so as to clearly indicate to which heading(s) within the AFC Submission Form such the materials relate.
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this form.

Proposer Name: [Proposer to provide]
Date: [Proposer to provide]

The Triangle Project RFP: AFC Submission No. [].[]¹¹

1. BACKGROUND INFORMATION

1.1 Prior Submission(s)

- None (this is the initial submission of this AFC)
 Previously Submitted

1.2 Explanation of Reason for Resubmission

[Proposer to provide, indicate "N/A" if not previously submitted]

1.3 Request for Discussion at One-on-One Meeting

- Meeting Requested
 Meeting Not Requested¹²

2. AFC SUBMISSION REQUIREMENTS¹³

2.1 Overview Description

A brief summary overview of the proposed AFC.

[Proposer to provide]

2.2 Rationale

Explanation of how, where and why the AFC would be used on the Project, including how it aligns with the Project Goals.

[Proposer to provide]

2.3 Relevant RFP Requirements

¹¹ AFC Submissions should be numbered in the format of "X.Y" to indicate iterative versions of the same AFC concept, where: (a) "X" will be the sequential number of each separate AFC concept that is submitted; and (b) "Y" will be the sequential number of the version of a particular AFC, with the initial submission being version "0".

¹² Without a meeting request from the Proposer, the City may nevertheless require a Proposer to discuss an AFC Submission at a One-on-One Meeting.

¹³ In completing Section 2 of this Form 4, Proposers should include the following express statement (with the inapplicable square bracketed language deleted) under each heading in any resubmission of a previously submitted AFC: **"This information [has been] [has not been] amended since the submission of the previous version of this AFC."**

List all material RFP requirements that are inconsistent with, and would require amendment to accommodate, the proposed AFC,¹⁴ including any proposed non-conformance with minimum criteria specified in the standards, policies, and specifications set out in the RFP.

[Proposer to provide]

2.4 Anticipated Impacts

A preliminary analysis of the following potential impacts (positive and negative), including specific separate identification and analysis of any such impacts that are not reflected in the final environmental decision documents. If not applicable, indicate “Not applicable” with a brief explanation as to why.

- a. Revenue Impacts: *[Proposer to provide]*
- b. Cost Impacts: *[Proposer to provide]*
- c. Operations and Maintenance Impacts: *[Proposer to provide]*
- d. Risk Allocation Impacts: *[Proposer to provide]*
- e. Other Impacts: *[Proposer to provide]*

2.5 Cost and Benefit Analysis

An estimate (which can, at the Proposer’s discretion, unless otherwise requested by the City, be limited to a rough estimate) of likely costs, and savings, that are likely to result from implementation of such AFC, including reference to assumptions on which such estimate is based.

[Proposer to provide]

2.6 Past Use

Identification of other projects on which the AFC (or a substantially similar approach) has been implemented, regardless of the results, and the relevance of such experience. Example(s) of past use by Proposer or Major Participants are preferred, but if none exist, examples of past use by third parties are acceptable.

[Proposer to provide]

2.7 Additional Information or Requirements

Additional information or requirements, if needed, or as otherwise requested by the City.

[Proposer to provide]

2.8 Risks

¹⁴ Proposers should not propose specific RFP drafting amendments in this section, which should instead be included under 2.10.

To the extent not otherwise addressed by the responses above, an analysis of any additional risks to City or other third parties associated with implementation of the AFC, including discussion of how such risks are, or are proposed to be, allocated under the terms of the Contract (taking into account such Contract terms as expressly reference risk allocation in relation to AFCs)
[Proposer to provide]

2.9 List of Required Approvals

A list of required, or likely to be required, third-party approvals and processes, if any.
[Proposer to provide]

2.10 Proposed Drafting Revisions (non-binding on the City)

- a. List all RFP requirements that are inconsistent with the proposed AFC.
[Proposer to provide]
- b. Attach in the form of a mark-up (for amendments to existing drafting) and/or a rider (with respect to newly proposed drafting) proposed revisions to address the above inconsistencies.
[Proposer to attach]

FORM 5: PROPOSER TEAM UPDATE SUBMISSION FORM

Instructions

Please generally see Section 14.2 of the ITP. In addition:

- (1) Proposers should delete this instructions box and additional instruction notes prior to submitting this form.

Proposer Name: [Proposer to provide]
Date: [Proposer to provide]

Proposer Team Update Submission No. []¹⁵

1. APPROVAL OR VERIFICATION REQUESTED (SELECT ONE)

- Organizational Change
 Key Personnel Change

2. DESCRIPTION OF PROPOSED CHANGE¹⁶

Organizational Change

Name of entity to be replaced: [Proposer to provide]

Name of [replacement / additional] entity: [Proposer to provide]

Please (a) describe, and explain the reason for, the proposed change and (b) attach all information and materials that would have been required to be submitted in Proposer's statement of qualifications submitted in response to the RFQ had (i) such replacement or additional entity been identified as a Major Participant in such submission and (ii) such submission been provided on the date of this Proposer Team Update Submission.

[Proposer to provide / attach]

Key Personnel Change

Title of Key Personnel Position: [Proposer to provide]

Name of Person to be Replaced: [Proposer to provide]

Name of Replacement: [Proposer to provide]

Please (a) describe, and explain the reason for, the proposed change and (b) attach all information and materials that would have been required to be submitted, as applicable, in Proposer's statement of qualifications submitted in response to the RFQ had (i) such replacement originally been identified in such Key Personnel position in such submission and (ii) such submission been provided on the date of this Proposer Team Update Submission.

[Proposer to provide / attach]

¹⁵ Proposers to sequentially number all Proposer Team Update Submissions (not by category of Proposer Team Update Submission). Proposers should submit a separate Proposer Team Update Submission for each approval or verification requested.

¹⁶ Proposers should complete only the relevant portion of Part 2 (i.e. either "Organizational Change" or "Key Personnel Change" for a particular submission) and delete the other alternatives to the extent not applicable.

FORM 6: TECHNICAL PROPOSAL LETTER

Proposer Name: [Proposer to provide]
Proposer Address: [Proposer to provide]
Date: [Proposer to provide]

National Western Center Triangle Project Procurement Contact
201 W. Colfax Ave, Ste. 614
Denver, CO, 80202

Re: Submission of Proposal in Response to the Request for Proposals (RFP) for Design-Build, Finance, Operate, and Maintain Services for the The Triangle Project RFP No. []

1. INTRODUCTION

- a. [Proposer name] ("Proposer") submits this letter, the Annexes hereto and the documents described in paragraph 2(b) below (this letter, such Annexes and such documents, together, this "Proposal") in response to the Request for Proposals (RFP) for Design, Build, Operate, Maintain Services for the Triangle Project RFP No. [] issued on December 11, 2019 by the City and County of Denver ("the City") (as amended by Addendum, the "RFP"), as more specifically described in the documents provided with the RFP (the "RFP Documents").
- b. Capitalized terms not otherwise defined in this letter have the meanings given to them in the Instructions to Proposers that is included in the RFP (the "ITP").

2. ANNEXES AND ENCLOSURES

Enclosed, and by this reference and paragraph 1(a) above incorporated in this letter (which constitutes the Proposal Letter as defined in the ITP) and made a part of this Proposal, are each of:

- a. Volumes 1-4 of the Proposal as required to be submitted in accordance with the ITP; and
- b. Volume 5 of the Proposal along with the Confidential Contents Index in the form of Form [12] as required to be submitted in accordance with the ITP.

3. PROPOSAL VALIDITY

Proposer and each of the undersigned Major Participants undertakes to keep the Proposal open for acceptance by the City initially for the maximum Proposal Validity Period as defined in paragraph (a) of the definition thereof in the ITP (subject always to the Proposal Validity Period ending earlier in accordance with the definition thereof), without unilaterally varying or amending its terms and without making any Organizational Change or Key Personnel Change without first obtaining the prior written consent of the the City (which may be given or withheld at the sole discretion of the City).

4. REPRESENTATIONS AND WARRANTIES

Proposer and each of the undersigned Major Participants, in each case as noted below, represents and warrants to the City as of the date hereof that:

- a. this Proposal is submitted without reservations, qualifications, assumptions, deviations, or conditions except, in the case of assumptions, to the extent expressly permitted by the ITP;
- b. this Proposal Letter is submitted in a form identical to Form 5, other that with respect to modifications permitted or required by the use of such form;
- c. all statements made in the statement of qualifications previously delivered by Proposer to the City pursuant to the RFQ (where applicable, as such statements have been amended,

resubmitted, and/or updated by any Proposer Team Update Submission in accordance with Section 14.2 of the ITP and/or this Proposal are correct, complete, and not materially misleading as of the date hereof;

- d. prior to the date hereof, Proposer has conducted, and has had the opportunity to conduct, all due diligence and design development that would be considered prudent and reasonable in preparing and submitting this Proposal; and
- e. prior to the date hereof, Proposer has previously notified the City of (i) any deficiencies or inconsistencies in or omissions from the RFP, the Reference Documents, and Project information (as presented in Part B of the ITP) and (ii) any material Project risks (including any related to site conditions) related to health or safety, the environment, the community, or property, in the case of (i) and (ii), of which it became aware and which were not otherwise recognized, acknowledged, or addressed by the City in the RFP or the Reference Documents.

5. ACKNOWLEDGEMENTS AND AGREEMENTS

Proposer and each of the undersigned Major Participants [*jointly and severally*] acknowledges and agrees:

- a. Acceptance of ITP: to all the terms and conditions of the ITP;
- b. Project Information:
 - i. that it has received or had access to, and understands and has considered, the RFP (including all Addenda) and all Reference Documents; and
 - ii. that the provisions of the RFP (including the Project Agreement) and the Project Information together provide Proposer with sufficient information relating to the Project (including with respect to the obligations to be assumed under the terms of the Contract) for purposes of preparing and submitting this Proposal;
- c. Proposal acceptance: that the City's acceptance of the delivery of this Proposal does not, and will not be deemed to, constitute any statement or determination as to its completeness, responsiveness, or compliance with the requirements of the RFP;
- d. Public disclosure: to the City's disclosure of the redacted Proposal, and expressly waives any right to contest such disclosures;
- e. Proposal Security: by submitting its Proposal, each Proposer understands and agrees that it will forfeit its Proposal Security if: (i) the Proposer withdraws, repudiates, or otherwise indicates in writing that it will not meet any commitments made in its Proposal; or (ii) the Proposer is selected as the Preferred Proposer and any of the following occur:
 - i. following notification from the City that it is the Preferred Proposer, the Preferred Proposer fails to negotiate in good faith in accordance with Section 27.2.e of the ITP;
 - ii. following notification from the City that it is the Preferred Proposer, the Preferred Proposer fails to timely provide the documents required under, or timely satisfy the conditions, in Section 27.3 of the ITP;
 - iii. any other forfeiture event or condition occurs pursuant to the terms of the Proposal Security or under the express terms of the ITP.
- f. Stipend Bid costs:¹⁷

¹⁷ Proposer to elect which of the alternative paragraphs to include: Option 1 if it has previously submitted an executed Stipend Agreement, or Option 2 if has not.

[*Option 1:*] [that all costs and expenses incurred by it in preparing this Proposal and participating in the Project procurement process will be borne solely by Proposer and/or the Major Participant, except for any Stipend Payment that the City pays Proposer in accordance with the Stipend Agreement that has been entered into between the Major Participant and the City;]

[*Option 2:*] [that (i) all costs and expenses incurred by it in preparing this Proposal and participating in the Project procurement process will be borne solely by Proposer and/or the Major Participant and (ii) it hereby acknowledges that, by its election to not execute a Stipend Agreement with the City pursuant to the ITP; it irrevocably waived and released (A) any rights to enter into a Stipend Agreement or otherwise to receive any Stipend Payment and (B) any other right that it may have to recover the costs associated with the development of Proposer's Proposal and/or costs otherwise incurred by it in participating in the Project procurement process;]

- g. Reserved Rights: that, under the terms of the ITP, the City has reserved to itself a number of rights related to the procurement of the Project (including the selection of a Preferred Proposer), including the Reserved Rights; and
- h. Supremacy of Contract: that the representations and warranties made in paragraph 4 above and the acknowledgements and agreements in this paragraph 5 are without prejudice to the operation of the provisions of the Contract, and this letter will not be admissible as evidence in any dispute arising after the execution of the Contract; and
- a. Post-selection Process Assurances:
 - i. to comply with Section 27 of the ITP and that the Design-Builder will execute and deliver the Contract as provided for in such Sections; and
 - ii. to the extent that there is any negotiation of the terms of the Contract with the City, to negotiate (A) in good faith and (B) in compliance with the requirements of the ITP.

6. GOVERNING LAW

This letter will be governed in accordance with the laws of the State of Colorado, without regard to choice of law principles.

Request for Proposals for the Triangle Project
Instruction to Proposers
Form 6



Under penalty of perjury, I hereby swear and affirm that I am authorized to act on behalf of Proposer in signing and delivering this letter, and acknowledge that the City is relying on my representation to this effect.

Proposer: *[insert Proposer name]*

By: _____

Name: *[insert name]*

Title:

Proposer's Designated Representative

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the person named above is authorized by the relevant entity to sign this Proposal Letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations, and commitments made, and information contained, in the Proposal in respect of such entity have been authorized by such entity, is or are correct, complete, and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the City is relying on his or her representation to this effect:

On behalf of: *[insert team member]*¹⁸

By: _____

Title: *[insert title]*

Date: *[insert date]*

¹⁸ Signed by authorized representative of each Major Participant. For any Major Participant that is a Joint Venture, include signature by each joint venture member or partner.



Annex A to the Technical Proposal Letter
Pass/Fail Criteria Verification

<u>Pass/Fail Criteria</u>	<u>ITP Reference</u>	<u>Satisfied</u>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

FORM 7: FINANCIAL PROPOSAL LETTER

Proposer Name: [Proposer to provide]
Proposer Address: [Proposer to provide]
Date: [Proposer to provide]

National Western Center Triangle Project Procurement Contact
201 W. Colfax Ave, Ste. 614
Denver, CO, 80202

Re: Submission of Proposal in Response to the Request for Proposals (RFP) for Design-Build, Operate, Finance, and Maintain Services for the The Triangle Project RFP No. []

1. INTRODUCTION

- a. [Proposer name] (“Proposer”) submits this letter, the Annexes hereto and the documents described in paragraph 2(b) below (this letter, such Annexes and such documents, together, this “Proposal”) in response to the Request for Proposals (RFP) for Design-Build, Finance, Operate, Maintain Services for the Triangle Project RFP No. [] issued on December 11, 2019 by the City and County of Denver (“the City”) (as amended by Addendum, the “RFP”), as more specifically described in the documents provided with the RFP (the “RFP Documents”).
- b. Capitalized terms not otherwise defined in this letter have the meanings given to them in the Instructions to Proposers that is included in the RFP (the “ITP”).

2. ANNEXES AND ENCLOSURES

Enclosed, and by this reference and paragraph 1(a) above incorporated in this letter (which constitutes the Proposal Letter as defined in the ITP) and made a part of this Proposal, are each of:

- a. Volumes 1-3 of the Proposal as required to be submitted in accordance with the ITP; and
- b. Volume 4 of the Proposal along with the Confidential Contents Index in the form of Form [24] as required to be submitted in accordance with the ITP.

3. PROPOSAL VALIDITY

Proposer and each of the undersigned Major Participants undertakes to keep the Proposal open for acceptance by the City initially for the maximum Proposal Validity Period as defined in paragraph (a) of the definition thereof in the ITP (subject always to the Proposal Validity Period ending earlier in accordance with the definition thereof), without unilaterally varying or amending its terms and without making any Organizational Change or Key Personnel Change without first obtaining the prior written consent of the the City (which may be given or withheld at the sole discretion of the City).

4. REPRESENTATIONS AND WARRANTIES

Proposer and each of the undersigned Major Participants, in each case as noted below, represents and warrants to the City as of the date hereof that:

- a. this Proposal is submitted without reservations, qualifications, assumptions, deviations, or conditions except, in the case of assumptions, to the extent expressly permitted by the ITP;
- b. this Proposal Letter is submitted in a form identical to Form 5, other that with respect to modifications permitted or required by the use of such form;
- c. all statements made in the statement of qualifications previously delivered by Proposer to the City pursuant to the RFQ (where applicable, as such statements have been amended,

resubmitted, and/or updated by any Proposer Team Update Submission in accordance with Section 14.2 of the ITP and/or this Proposal are correct, complete, and not materially misleading as of the date hereof;

- d. prior to the date hereof, Proposer has conducted, and has had the opportunity to conduct, all due diligence and design development that would be considered prudent and reasonable in preparing and submitting this Proposal; and
- e. prior to the date hereof, Proposer has previously notified the City of (i) any deficiencies or inconsistencies in or omissions from the RFP, the Reference Documents, and Project information (as presented in Part B of the ITP) and (ii) any material Project risks (including any related to site conditions) related to health or safety, the environment, the community, or property, in the case of (i) and (ii), of which it became aware and which were not otherwise recognized, acknowledged, or addressed by the City in the RFP or the Reference Documents.

5. ACKNOWLEDGEMENTS AND AGREEMENTS

Proposer and each of the undersigned Major Participants [*jointly and severally*] acknowledges and agrees:

- a. Acceptance of ITP: to all the terms and conditions of the ITP;
- b. Project Information:
 - i. that it has received or had access to, and understands and has considered, the RFP (including all Addenda) and all Reference Documents; and
 - ii. that the provisions of the RFP (including the Project Agreement) and the Project Information together provide Proposer with sufficient information relating to the Project (including with respect to the obligations to be assumed under the terms of the Contract) for purposes of preparing and submitting this Proposal;
- c. Proposal acceptance: that the City's acceptance of the delivery of this Proposal does not, and will not be deemed to, constitute any statement or determination as to its completeness, responsiveness, or compliance with the requirements of the RFP;
- d. Public disclosure: to the City's disclosure of the redacted Proposal, and expressly waives any right to contest such disclosures;
- e. Proposal Security: by submitting its Proposal, each Proposer understands and agrees that it will forfeit its Proposal Security if: (i) the Proposer withdraws, repudiates, or otherwise indicates in writing that it will not meet any commitments made in its Proposal; or (ii) the Proposer is selected as the Preferred Proposer and any of the following occur:
 - i. following notification from the City that it is the Preferred Proposer, the Preferred Proposer fails to negotiate in good faith in accordance with Section 27.2.e of the ITP;
 - ii. following notification from the City that it is the Preferred Proposer, the Preferred Proposer fails to timely provide the documents required under, or timely satisfy the conditions, in Section 27.3 of the ITP;
 - iii. any other forfeiture event or condition occurs pursuant to the terms of the Proposal Security or under the express terms of the ITP.
- f. Stipend Bid costs:¹⁹

¹⁹ Proposer to elect which of the alternative paragraphs to include: Option 1 if it has previously submitted an executed Stipend Agreement, or Option 2 if has not.

[*Option 1:*] [that all costs and expenses incurred by it in preparing this Proposal and participating in the Project procurement process will be borne solely by Proposer and/or the Major Participant, except for any Stipend Payment that the City pays Proposer in accordance with the Stipend Agreement that has been entered into between the Major Participant and the City;]

[*Option 2:*] [that (i) all costs and expenses incurred by it in preparing this Proposal and participating in the Project procurement process will be borne solely by Proposer and/or the Major Participant and (ii) it hereby acknowledges that, by its election to not execute a Stipend Agreement with the City pursuant to the ITP; it irrevocably waived and released (A) any rights to enter into a Stipend Agreement or otherwise to receive any Stipend Payment and (B) any other right that it may have to recover the costs associated with the development of Proposer's Proposal and/or costs otherwise incurred by it in participating in the Project procurement process;]

- g. Reserved Rights: that, under the terms of the ITP, the City has reserved to itself a number of rights related to the procurement of the Project (including the selection of a Preferred Proposer), including the Reserved Rights; and
- h. Supremacy of Contract: that the representations and warranties made in paragraph 4 above and the acknowledgements and agreements in this paragraph 5 are without prejudice to the operation of the provisions of the Contract, and this letter will not be admissible as evidence in any dispute arising after the execution of the Contract; and
- b. Post-selection Process Assurances:
 - i. to comply with Section 27 of the ITP and that the Design-Builder will execute and deliver the Contract as provided for in such Sections; and
 - ii. to the extent that there is any negotiation of the terms of the Contract with the City, to negotiate (A) in good faith and (B) in compliance with the requirements of the ITP.

6. GOVERNING LAW

This letter will be governed in accordance with the laws of the State of Colorado, without regard to choice of law principles.

Request for Proposals for the Triangle Project
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Form 7



Under penalty of perjury, I hereby swear and affirm that I am authorized to act on behalf of Proposer in signing and delivering this letter, and acknowledge that the City is relying on my representation to this effect.

Proposer: *[insert Proposer name]*

By:

Name: *[insert name]*

Title:

Proposer's Designated Representative

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the person named above is authorized by the relevant entity to sign this Proposal Letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations, and commitments made, and information contained, in the Proposal in respect of such entity have been authorized by such entity, is or are correct, complete, and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the City is relying on his or her representation to this effect:

On behalf of: *[insert team member]*²⁰

By:

Title: *[insert title]*

Date: *[insert date]*

²⁰ Signed by authorized representative of each Major Participant. For any Major Participant that is a Joint Venture, include signature by each joint venture member or partner.

Annex A to the Financial Proposal Letter
Pass/Fail Criteria Verification

<u>Pass/Fail Criteria</u>	<u>ITP Reference</u>	<u>Satisfied</u>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

FORM 8: LETTER OF CREDIT

Instructions

- (1) Please generally see:
- (a) Section 20.5 of the ITP in relation to the use of this Form as the form of Proposer's Proposal Security; and
 - (b) [Section 1.1 of Schedule 1 to the Project Agreement in relation to the use of this Form as the form of Preferred Proposer's Financial Close Security].
- (2) Proposers should delete this instructions box and additional instruction notes prior to submission.

ISSUER: *[Name, Address and Contact Information, including Phone, Fax and Email]*

PLACE FOR PRESENTATION OF DRAFT IN PROGRESS: *[Name and address of Bank/Branch]²¹*

APPLICANT: *[Name]*

BENEFICIARIES: City and County of Denver
200 West 14th Avenue
Suite 100
Denver, Colorado 80204

LETTER OF CREDIT NUMBER: []

PLACE AND DATE OF ISSUE: []

AMOUNT: ²² \$[10,000,000]²³ [20,000,000]²⁴

EXPIRATION DATE: *[Date no earlier than 210 Calendar Days after the Financial Close Deadline]²⁵*

The Issuer hereby issues this Letter of Credit (this "Letter of Credit") in favor of the Beneficiaries for any sum or sums in the sum of up to **[TEN] [TWENTY] MILLION UNITED STATES DOLLARS ([\$10,000,000] [\$20,000,000])** (the "Stated Amount"), available by draft at sight drawn on the Issuer.

Any drawing under this Letter of Credit shall be in the form of the drawing certificate set out in the Exhibit to this Letter of Credit and shall:

- a. identify this Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and

²¹ This must be in the City of New York, New York or the City of Denver, Colorado unless otherwise approved by HPTE and BE.

²² The amount of a single letter of credit may be less than the required amount of the Proposal Security or the Financial Close Security, as the case may be, provided that the aggregate amount of all letters of credit issued as the Proposal Security or the Financial Close Security, as the case may be, equals or exceeds the required amount.

²³ Applicable to Proposal Security.

²⁴ Applicable to Financial Close Security

²⁵ Applicable to both Proposal Security and Financial Security.

Request for Proposals for the Triangle Project
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- b. be signed by a representative of either Beneficiary and contain a statement that such Beneficiary is entitled to make such drawing.

Any such drawing certificate shall be honored by the Issuer if presented in person at [*New York or Denver, Colorado Bank/Branch – Name & Address*] on or before the Expiration Date.

Drawings by facsimile to the facsimile number specified above or electronically to the email address specified above are also acceptable if made on or before the Expiration Date. Upon the sending of any drawing certificate by facsimile or email the relevant Beneficiary shall confirm, by telephone, the Issuer's receipt of such facsimile or email drawing by calling the Issuer at the telephone number specified above (provided that no failure or delay by the Issuer in confirming receipt of the drawing certificate shall affect the validity of any drawing properly made by the Beneficiary).

The obligations of the Issuer hereunder are primary obligations to the Beneficiaries and shall not be affected by the performance or non-performance by [*Name of Applicant*] under any agreement with either Beneficiary or the Issuer or by any bankruptcy, insolvency or other similar proceeding initiated by or against [*Name of Applicant*]. [*Name of Applicant*] is not the beneficiary under this Letter of Credit and possesses no interest whatsoever in proceeds of any draw under this Letter of Credit.

This Letter of Credit shall terminate on the earlier of: (a) 3:00 pm [Mountain] Standard Time on the Expiration Date and (b) the date on which the Issuer has honored one or more draws in an aggregate amount equal to the Stated Amount.

This Letter of Credit may not be transferred by either Beneficiary to any other person other than the Colorado Department of Transportation.

To the extent not inconsistent with the express provisions hereof, this Letter of Credit is subject to the rules of the International Standby Practices ISP98 ("ISP98"), as interpreted under the laws of the State of [[Colorado]/[New York]], and shall, as to matters not governed by ISP98, be governed and construed in accordance with the laws of the State of [[Colorado]/[New York]].²⁶

With respect to any suit, action or proceeding relating to this Letter of Credit ("Proceedings"), the Issuer irrevocably: (i) submits to the exclusive jurisdiction of the United States District Court for the District of Colorado, (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, (iii) waives any claim that any such Proceeding has been brought in an inconvenient forum and (iv) waives the right to object, with respect to any such Proceeding, that such court does not have any jurisdiction with respect to such Proceeding.

Issuer:

By:

Name: []
Title: []
(Authorized Signatory of Issuer)

²⁶ Proposers to specify/delete governing law, as applicable.

Exhibit
Form of Drawing Certificate

ISSUER: [Name, Address and Contact Information,
including Phone, Fax and Email]

APPLICANT: [Name]

BENEFICIARY: City and County of Denver
200 West 14th Avenue
Suite 100
Denver, Colorado 80204²⁷

LETTER OF CREDIT NUMBER: []

PLACE AND DATE OF ISSUE: []

AMOUNT: \$[10,000,000]²⁸ [20,000,000]²⁹

EXPIRATION DATE: []

Reference is made to the Irrevocable Standby Letter of Credit referenced above (the "Letter of Credit") issued by the Issuer referenced above by order and for account of the Applicant referenced above.

The undersigned, a duly authorized representative of the Beneficiary referenced above (the "Beneficiary"), hereby certifies that the Beneficiary is entitled to draw under the Letter of Credit in the full amount thereof as specified above.

[Name of Beneficiary]

By:

Name: []

Title: []

Date:


(Authorized Signatory of Beneficiary)

²⁷ Delete, as applicable, depending on the Beneficiary submitting the Drawing Certificate.

²⁸ Applicable to Proposal Security.

²⁹ Applicable to Financial Close Security.

FORM 9: MWBE COMMITMENT FORM

 <p>DENVER OFFICE OF ECONOMIC DEVELOPMENT</p>	<p>COMMITMENT TO MWBE PARTICIPATION</p>	<p>Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 W. Colfax Ave. Dept. 907 Denver, CO 80202 Phone: 720-913-1999 DSBO@denvergov.org</p>
<p>The undersigned has satisfied the MWBE participant requirements in the following manner (Please check the appropriate box):</p>		
<p><input type="checkbox"/> The Bidder/Proposer is committed to the minimum _____% MWBE utilization on the project, and will submit Letters of Intent (LOI) for <u>each</u> subcontractor/subconsultant listed in the Bid Forms as follows: Hard Bids: Three (3) business days after the bid opening. Request for Proposals/Qualifications: With the proposal when due. Compliance Plans: With each task/work order</p>		
<p><input type="checkbox"/> The Bidder/Proposer is unable to meet the project goal of _____% MWBE, but is committed to a minimum of _____% MWBE utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than three (3) days after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity.</p>		
<p><input type="checkbox"/> The Bidder/Proposer is a certified MWBE in good standing with the City and is committed to self-perform a minimum of _____% of the work on the contract.</p>		
<p>Bidder/Proposer (Name of Firm): _____</p>		
<p>Firm's Representative (Please print): _____</p>		
<p>Signature (Firm's Representative): _____</p>		
<p>Title: _____</p>		
<p>Address: _____</p>		
<p>City: _____</p>	<p>State: _____</p>	<p>Zip: _____</p>
<p>Phone: _____</p>	<p>Fax: _____</p>	<p>Email: _____</p>
<p>A copy of the MWBE Certification letter <u>must</u> be attached to each Letter of Intent (LOI).</p>		

FORM 10: FORM OF STIPEND AGREEMENT

Instructions

Please generally see Section 11 of this ITP. In addition:

- (1) An authorized representative of each Major Participant shall sign the agreement.
- (2) All signature blocks on this Form may be modified to properly reflect the authority of the person signing.
- (3) Additional signature blocks may be inserted or signature blocks may be deleted as necessary dependent on the composition of a Proposer team.
- (4) The City may issue, in pdf format, individual Proposer customized execution versions of the agreement (with the names of that Proposer's team members included) around the time of issuance of the Final RFP.
- (5) Proposers should delete this instructions box and modify or delete bracketed items, instructions (in italics) and drafting alternatives (with multiple options separated by forward slashes "/") as the context and any additional instruction notes may require.

STIPEND AGREEMENT

THIS STIPEND AGREEMENT (this "Agreement") is made and entered into as of this [] day of [], [], by and between:

1. the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (the "City");
2. [] (together, the "Infrastructure Equity Members");³⁰
3. [] (together, the "Lead Facilities Operators");
4. [] (together, the "Lead Real Estate Developers");
5. [] (the "Lead Contractor");
6. [] (the "Lead Engineer");
7. [] (the "Lead Architect");
8. [] (the "Lead Urban Designer");
9. [] (the "Lead Campus Operator");
10. [] (the "Lead Historic Rehabilitation Consultant"); and
11. [] (together, the "Financially Responsible Parties" and, together with (2) through (10), the "Major Participants").³¹

RECITALS

WHEREAS, in response to the Request for Proposals dated [] (as amended by any Addenda thereto, the "RFP") issued by the City in relation to the National Western Center Triangle Project (the "Project"), (a) [*Proposer team name to be inserted*] ("Proposer") comprising the Major Participants has submitted a Technical Proposal and (b) Proposer is intending to submit a Financial Proposal;

WHEREAS, if Proposer is selected as the Preferred Proposer in accordance with the RFP, Proposer will, subject to the terms and conditions of the RFP, provide that an entity established by it will enter into a project agreement relating to the Project (the "Project Agreement") with the City;

WHEREAS, as part of the procurement process for the Project under the RFP (the "Procurement Process"), Proposer has already provided and/or furnished to the City, and may continue to provide and/or furnish to the City, certain intellectual property, materials, information and ideas, including, but not limited to, such matters that are: (a) conveyed verbally and/or in writing during the Procurement Process including during proprietary meetings or interviews; and (b) contained in, related to, or associated with the RFP and/or Proposer's Proposal, including, but not limited to, written correspondence, designs, drafts, drawings, plans, exhibits, photographs, reports, studies, printed material, tapes, electronic disks, and Alternative Technical Concepts submitted to the City during the Procurement Process (whether or not approved and whether or not incorporated into Proposer's Proposal), other graphic and visual aids, or information contained in

³⁰ To adjust signatories to reflect Major Participant roles being fulfilled by multiple separate entities.

³¹ Financially Responsible Parties can be removed as Major Participants to the extent they are not providing any part of the Proposer's Intellectual Property.

Proposer's Proposal, including all data, tests, surveys, or inspections used in the development of the same (all such intellectual property, materials, information, and ideas, collectively, but subject to the exclusion specified in Section 2 below, "Proposer's Intellectual Property");

WHEREAS, the City is willing to provide a payment to Proposer, subject to the express conditions stated in this Agreement, in exchange for a license to use the Proposer's Intellectual Property; and

WHEREAS, Proposer wishes to be eligible to receive the payment offered by the City, in exchange for granting the City the rights contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. The City's Rights in Proposer's Intellectual Property.

- a. Each of the Major Participants hereby grants to the City a non-exclusive, transferable, irrevocable, fully paid up, and sub-licensable license to use that part of Proposer's Intellectual Property owned or licensed by such Major Participant, which includes, without restriction or limitation, the right of the City, and anyone contracting with the City, to incorporate any ideas or information from such part of Proposer's Intellectual Property into:
(i) the Project, including the Project Agreement (and/or any relevant sub-contract thereto);
(ii) any other contract entered into in relation to the Project; (iii) any subsequent procurement of the Project; or (iv) any other project. Each of the Major Participants agrees that it will, at the request of the City, execute all papers and perform all other acts that may be necessary to ensure that the City's rights, title, and interest in the relevant part of Proposer's Intellectual Property are licensed as purported to be licensed hereunder and protected, provided that such acts do not extend to engaging in litigation, but each of the Major Participants hereby authorizes the City to litigate in its name. The rights licensed pursuant hereto to the City include, without limitation, the City's ability to use and re-use Proposer's Intellectual Property without the obligation to notify or seek permission from Proposer or any of the Major Participants.
- b. The City acknowledges that any designs, plans, drawings or other documents of such nature included as Proposer's Intellectual Property are preliminary in nature and use or reuse by the City is at the City's sole risk.
- c. The Major Participants shall provide (and cause their employees, agents, and contractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right, or other evidence of ownership of the Proposer's Intellectual Property, and shall provide full information regarding the Proposer's Intellectual Property and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Proposer's Intellectual Property.

2. Exclusions from Proposer's Intellectual Property. Notwithstanding Section 1 above, it is understood and agreed that Proposer's Intellectual Property does not include, and the Major Participants do not pursuant to this Agreement license or convey any rights in, the Base Financial Model.

3. Stipend Payment. In full consideration of the rights granted to the City with respect to the Proposer's Intellectual Property and the City's other rights under this Agreement, the City agrees to pay Proposer (on behalf of all Major Participants) a graduated stipend in the aggregate amount of \$2,500,000 subject to Sections 4 and 5 and on the condition that:

- a. unless the City has publicly announced the cancellation of the procurement process described in this ITP prior to the Proposal Submission Deadline, Proposer submits a Proposal that is responsive to, and compliant with, the ITP (including being compliant with all Pass/Fail Criteria and passing the Technical Substantive P/F Evaluation), as determined by the City in its discretion;
 - b. unless the City has publicly announced the cancellation of the Procurement Process prior to the Financial Proposal Deadline, Proposer submits a Financial Proposal which is responsive to, and compliant with, the RFP (including being compliant with all Financial Responsiveness Criteria), as determined by the City in its discretion;
 - c. Proposer has fully and actively participated in the procurement process, including, but not limited to, One-on-One Meetings, workshops, any Alternative Technical Concept and/or Alternative Financial Concept processes, Development Plan, and Initial and Final Design Submission review meetings;
 - d. Proposer delivers to the City Proposer's Intellectual Property in a usable format reasonably acceptable to the City in accordance with this Agreement; and
 - e. Proposer has complied with all other terms and conditions of this Agreement and the ITP.
4. Stipend Payment Amount.
- a. The initial stipend amount, in the amount of \$500,000 (the "Early Stipend Payment") shall vest upon the submission of a compliant First Formal Development Plan Submission pursuant to Section 11 of the ITP.
 - b. The remainder of the stipend amount, in the amount of \$2,000,000 (together with the Early Stipend Payment, the "Full Stipend Payment") shall vest upon submission of a responsive Technical Proposal Submission and a responsive Final Proposal Submission.
 - c. Satisfaction of the conditions in Section 4.a. and Section 4.b. shall be a condition precedent to the City's obligation to pay the Proposer pursuant to Section 5.a and Section 5.b, respectively, pursuant to this Agreement.
5. Stipend Payment Timing.

Subject to the satisfaction of the conditions specified in Section 3 and Section 4 above, the City shall make a payment to Proposer:

- a. in the amount of the Early Stipend Payment following:
 - i. the public announcement by the City of the cancellation of the Procurement Process after the issuance of the Second RFP Comment Deadline but prior to the Financial Proposal Submission Deadline; or
 - ii. the public announcement by the City of the cancellation of the Procurement Process after the Financial Proposal Deadline, unless the Proposer is first selected as the Preferred Proposer and the City then becomes entitled to draw on Proposer's Proposal Security in accordance with Section 17.4 of the ITP (in which event, for certainty, the City shall have no obligation to pay the Stipend Payment to Proposer).
- b. In the amount of the Full Stipend Payment following:
 - i. the public announcement by the City of a Preferred Proposer that is not the Proposer (except that, if the City enters into a Project Agreement with Proposer's Developer at any time after another Proposer is first selected as Preferred

- Proposer, the City shall have no obligation to pay either the Initial Stipend Payment or the Full Stipend Payment to Proposer); or
- ii. the public announcement by the City of the cancellation of the Procurement Process after the Financial Proposal Deadline, unless the Proposer is first selected as the Preferred Proposer and the City then becomes entitled to draw on Proposer's Proposal Security in accordance with Section 17.4 of the ITP (in which event, for certainty, the City shall have no obligation to pay the Stipend Payment to Proposer).
 - c. Payment of the Stipend shall constitute payment in full to Proposer for the license of Proposer's Intellectual Property to the City in accordance with this Agreement.
6. Payment Due Date. Subject to Sections 3 and 4 above, the City will pay the Proposer the Early Stipend Payment or the Full Stipend Payment (as the case may be) no later than the earlier of: (a) 30 Working Days after the date on which the City publicly announces the cancellation of the Procurement Process and (b) 30 Working Days after Financial Close, subject to prior receipt of an invoice therefor (which invoice shall specify the account details for such payment), as applicable.
 7. Effective Date of this Agreement. This Agreement shall not be valid until, and the rights and obligations of the City, Proposer, and the Major Participants under this Agreement (including the City's license rights in Proposer's Intellectual Property) shall only vest, once this Agreement is executed by the City as reflected on the signature page for the City, except that the City's license rights in any Proposer's Intellectual Property that is not created until after such date shall vest upon the date of creation.
 8. Waiver. Notwithstanding any other provisions of this Agreement, if any one or more of the conditions set out in Section 3 above is not satisfied, then the Proposer and the Major Participants shall be deemed to have irrevocably waived and released any right to receive the Stipend Payment and any other right, in contract, law or equity, to recover the costs associated with the development of Proposer's Intellectual Property and/or costs incurred in participating in the Procurement Process, and the City will have no rights or obligations under this Agreement (including, for the avoidance of doubt, to the Proposer's Intellectual Property).
 9. Indemnity. The Major Participants agree to, at their own expense, defend, indemnify, reimburse, protect, and hold harmless the City its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages (including, for certainty, any costs (including legal fees) incurred by the City in seeking to protect its rights, title, and interest in Proposer's Intellectual Property licensed, or purported to be licensed, to it hereunder) to persons or property arising out of, resulting from, or related to, in whole or in part, any breach or default by a Major Participant of any of its obligations under this Agreement or the representation and warranty given by each of them under Section 11.a below.
 10. Assignment.
 - a. None of the Major Participants shall be entitled to assign or otherwise transfer any of their rights or obligations under this Agreement without the City's prior written consent, which consent may be given or withheld in the City's sole discretion. Any such assignment or transfer without such consent will be null and void.
 - b. Except as otherwise expressly provided in this Agreement, a reference to any person or entity includes such person's or entity's permitted successors, assign, and transferees.
 11. Authority to Enter into this Agreement.

By executing this Agreement:

- a. Each of the Major Participants specifically represents and warrants that:
 - i. it has the power and authority to enter into this Agreement; and
 - ii. it has the power and authority and all necessary rights to grant, pursuant to Section 1.a above, the license to use Proposer's Intellectual Property; and
- b. the City specifically represents and warrants that it has the authority to enter into this Agreement and to pay the Stipend Payment.

12. Miscellaneous.

- a. The parties hereto agree that Proposer, the Major Participants, and their respective employees are not agents of the City as a result of entering into this Agreement.
- b. The Major Participants shall comply with all federal, state, and local laws, ordinances, rules, codes, permits and regulations applicable to the work performed or paid for under this Agreement (collectively, the "Laws") and covenant and agree that each and its employees shall be bound by the standards of conduct provided in such Laws.
- c. This Agreement:
 - i. together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof and there are no promises, terms, conditions, or obligations other than those contained herein or in the RFP relating to such subject matter; and
 - ii. will supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto in relation to such subject matter.
- d. Dates and milestones set forth herein shall be by reference to the dates set forth in the Procurement Schedule in the ITP.
- e. Capitalized terms not otherwise defined in this Agreement have the meanings given to them in the RFP.
- e. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver.
- f. By accepting the Stipend Payment under this Agreement, the Major Participants hereby acknowledge that each is satisfied with all aspects of the process as contemplated by the RFP and as conducted by the City, including all of the City's efforts in connection with that process and as otherwise relating to the Project, and such Major Participant does hereby waive and release the City from and against any and all claims, losses, damages or causes of action relating to the outcome of the RFP process or otherwise relating to the RFP and/or the Project of any kind or nature whatsoever.

13. No Discrimination in Employment. In connection with the matters contemplated in this Agreement, the Participant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Participant further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.
14. Governmental Immunity. Nothing in any provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§ 24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the City against third parties by law.
15. Appropriation. Notwithstanding any term or provision of this Agreement to the contrary, all obligations of the City hereunder are subject to the prior appropriation of funds for such purposes by the Denver City Council and encumbrance thereof.
16. Examination of Records. Proposer agrees that any duly authorized representative of the City, including the City Auditor or the City's Auditor's representative, shall, until the expiration of three years after the payment of any portion of the Stipend Amount, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Proposer, involving transactions related to this Agreement.
17. Electronic Signatures and Counterparts. The Major Participants consent to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

CITY AND COUNTY OF DENVER

[City signature block to follow.]

**Request for Proposals for the Triangle Project
Instruction to Proposers
Form 10**



Infrastructure Equity Members

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Lead Facilities Operators

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Lead Real Estate Developers

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

**Request for Proposals for the Triangle Project
Instruction to Proposers
Form 10**



[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Lead Contractor

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Lead Engineer

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Lead Architect

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Request for Proposals for the Triangle Project
Instruction to Proposers
Form 10



Lead Urban Designer

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Lead Campus Operator

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Lead Historic Rehabilitation Consultant

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

Financially Responsible Parties

[Insert entity name]

By: _____

Printed Name: _____

Title: _____

FORM 11: [*Reserved*]

FORM 12: CONFIDENTIAL CONTENTS INDEX

Instructions

- (1) Include a brief explanation of the relevant Public Records Law exemption
- (2) Note that the City will not accept blanket designations that do not clearly identify Public Records Exempt Materials with specificity.
- (3) Proposal references are to the unredacted volumes of the Proposal. Include Proposal page references only if the relevant materials are paginated. Otherwise, indicate "n/a" in the Proposal Page(s) column.
- (3) Include as "Other Identifying Information" other indications, if any, necessary to determine which information or materials constitute potentially Public Records Exempt Materials (e.g. information in a graphic or chart that cannot be referenced alone by a combination of Volume, heading, Section, and page references). If not applicable, indicate "n/a" in the Other Identifying Information column.
- (4) For the "Duration of Exemption", indicate either "Permanent" or "Until [date/event]" and include a brief explanation of the basis for such belief.

Request for Proposals for the Triangle Project
Instruction to Proposers
 Form 12



Proposer Name: [Proposer to provide]

Volume 1[] Sub-Volume []:

No.	Proposal Heading(s)	Proposal Section(s)	Proposal Page(s)	Other Identifying Information (if any)	Applicable Public Records Law Exemption	Duration of Exemption
(1)						
(2)						
(3)						

Volume 2[, Sub-Volume []:

No.	Proposal Heading(s)	Proposal Section(s)	Proposal Page(s)	Other Identifying Information (if any)	Applicable Public Records Law Exemption	Duration of Exemption
(1)						
(2)						
(3)						

Volume 3[, Sub-Volume []:

No.	Proposal Heading(s)	Proposal Section(s)	Proposal Page(s)	Other Identifying Information (if any)	Applicable Public Records Law Exemption	Duration of Exemption
(1)						
(2)						
(3)						

FORM 13: FINANCIAL CAPACITY UPDATE FORM

Instructions

Please generally see Section 20.8 In addition:

- (1) []
- (2) Proposers should delete this instructions box and modify or delete bracketed items, instructions (in italics) and drafting alternatives (with multiple options separated by forward slashes “/”) as the context and any additional instruction notes may require.

[on letterhead of relevant entity]

[Date]

Proposer Name: [Proposer to provide]
Proposer Address: [Proposer to provide]
Date: [Proposer to provide]

National Western Center Triangle Project Procurement Contact
201 W. Colfax Ave, Ste. 614
Denver, CO, 80202

Re. Material Changes Letter in connection with the Instruction to Proposers for The Triangle Project, RFP [No.]

I refer to the Instructions to Proposers (the "ITP") contained in the Request for Proposals (RFP) for the Triangle Project, RFP No. [] issued on [December 11], 2019 by the City and County of Denver ("the City") (as amended by Addenda No. [] thereto). Capitalized terms not otherwise defined in this letter have the meanings given to them in the ITP.

I, [Name], in my capacity as [CEO/CFO/Treasurer (or equivalent)] of [Full legal name of entity] (the "Company"), [the/an/a/a member of the] [role] in [Proposer team name], and not in my personal capacity, deliver this letter pursuant to the Proposal Submission Requirements for Volume 1 and hereby confirm as follows.

[Except as set forth in the Exhibit(s) attached hereto, there] [There] have been no material changes in the Company's financial capacity since [OPTION 1: Proposer submitted its statement of qualifications pursuant to the RFQ]³² [OPTION 2: Proposer submitted its Proposer Team Update Submission in respect of the approved Organizational Change that resulted in the Company becoming a Major Participant]³³ and no material changes are anticipated to occur during the remainder of the Company's current fiscal year.

Unless defined herein, capitalized terms used in this letter have the meanings given to them in the ITP.

Yours,

[name]
[title]

³² To be used if letter being submitted in Proposer's Proposal if the relevant entity was identified in Proposer's Statement of Qualifications submitted in response to the RFQ as a Major Participant.

³³ To be used if letter being submitted in Proposer's Proposal if the relevant entity was only approved as a Major Participant after submission of Proposer's Statement of Qualifications submitted in response to the RFQ.

FORM 14: INTEREST RATE SUBMISSION FORM

Instructions

Please generally see Section 16.4. In addition:

- (1) In respect of any Project Debt that a Proposer expects to assume in its Financing Plan and Bid Financial Model, Proposers should:
 - (a) complete Table 1 below;
 - (b) only include Base Interest Rate(s) that: (i) take into account the tenor of any Project Debt expected to be assumed in Proposer's proposed Financing Plan and Bid Financial Model; and (ii) do not include margin, fees, or swap margin. To the extent a Proposer elects to include interest rate swaps, the interest rate swap pricing shall be: (A) based on an eligible Benchmark Index, including a Benchmark Index approved by the City in accordance with 16.4.2 of the ITP; (B) based on the drawdown and repayment profile included in its Bid Financial Model; and (C) priced without any forward component as if the trade was executed at the Interest Rate Submission Date and not the projected Financial Close Date; and
 - (c) attach supporting materials, which: (i) shall include: (A) step-by-step screenshots of the applicable Bloomberg U.S.-based screens or another independently verifiable source, as applicable ; and (B) assumptions, including drawdown and amortization schedules, trade date, fixed rate day count, and floating rate day count; and (ii) may also include other materials that Proposer believes are relevant in supporting its assumptions.
- (2) Complete a separate Table [] for each type of Project Debt in a Proposer's Bid Financial Model, as applicable; and
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Request for Proposals for the Triangle Project
Instruction to Proposers
Form 14



Proposer Name: [Proposer to provide]
Date: [Proposer to provide]

Table 1: Project Debt Base Interest Rates

Maturity	Benchmark Index	Base Interest Rate (%)

The Proposer shall append independently, verifiable source materials to support the indices and Base Interest Rate(s) provided.

FORM 15: PRICE PROPOSAL

Instructions

Please generally see Section 23.6. In addition:

- (1) "Bid MAP" must equal the aggregate of "Bid Capital MAP", "Bid Operating MAP" and "Bid Renewal MAP".
- (2) "Bid Operating MAP" must equal the sum of Bid Operating MAP – Base, Bid Operating MAP – Non-Developer Events, and Bid Operating MAP – Major Events.
- (3) The only amounts included in this Form that will be evaluated and scored for the purposes of Section 23.6 will be the "Bid Capital MAP", "Bid Operating MAP" and "Bid Renewal MAP" included in Table 1.
- (4) The Bid Operating MAP – Non-Developer Events shall be calculated in Table 2.
- (5) The Bid Operating MAP – Major Events shall be calculated in Table 3.

Table 1

All figures in nominal dollars as of [June 1, 2020].

Bid Capital MAP		<i>A</i>
Bid Operating MAP		<i>B = G</i>
Bid Renewal MAP		<i>C</i>
Bid MAP		<i>A + B + C</i>

Bid Operating MAP – Base		<i>D</i>
Bid Operating MAP – Non-Developer Events		<i>E</i>
Bid Operating MAP – Major Events		<i>F</i>
Bid Operating MAP		<i>D + E + F = G</i>

By submitting this completed Form, Proposer acknowledges and agrees that, if there is a discrepancy between the figures stated in this Form and the amount thereof determined in accordance with Proposer's Bid Financial Model, the lower amount will prevail.



Table 2 - Bid Operating MAP - Non-Developer Events Rate Card³⁴

Event Day Rates shall be all inclusive and cover all Non-Developer Event O&M Services described in Section [] of Schedule [] of the Project Agreement. All figures in nominal dollars as of [June 1, 2020].

Venue	Event Size	Event Days		APOe (2020 \$)
		A	B	A*B
<u>Stockyard Event Center</u>				
Full Rental	NDE-Medium			
Auction Arena	NDE-Small			
Show Arena	NDE-Small			
The Yards	NDE-Medium			
<u>Livestock Center</u>				
Full Rental	NDE-Large			
Barn Hall (per 50,000 SF of space)	NDE-Medium			
<u>Equestrian Center</u>				
Full Rental	NDE-Large			
<u>Expo Hall</u>				
Full Rental	NDE-Large			
Partial Rental (per 50,000 SF of space)	NDE-Medium			
<u>New Arena</u>				
Full Rental	NDE-Large			

³⁴ The City, in partnership with the Authority, anticipates providing a list of event days by facility anticipated to be used for Non-Developer Events during each calendar year. The City will compensate the Developer for [O&M Event Services] provided with respect to actual Non-Developer Events according to this Non-Developer Event Rate Card. The Bid Operating MAP – Non-Developer Events shall be calculated using event day counts provided; actual programming and facility usage will be subject to Schedule [18] of the Project Agreement and payment for actual Non-Developer Events in a given year shall be governed by Schedule [15] of the Project Agreement and depend on actual number of event days and facilities used. The City and the Authority anticipate limited requests for use of the New Arena and Expo Hall of less than [20] event days per year.



Total				
--------------	--	--	--	--

Table 3 - Bid Operating MAP – Major Events Rate Card³⁵

Event Day Rates shall be all inclusive and cover all Major Event O&M Services described in Section 3.1.3 of Schedule 17.
 All figures in nominal dollars as of [June 1, 2020].

Event	Event Size	Event Days		Event Day Rate (2020 \$)		APOm (2020 \$)	
		A	B	A	B	A	B
Stock Show							
All-Star Rodeo							
Denver County Fair							
Total							

³⁵ The City, in partnership with the Authority, anticipates providing a list of event days by facility anticipated to be used for Major Events during each calendar year. The City will compensate the Developer for [O&M Event Services] provided with respect to actual Major Events according to this Major Events Rate Card. The Bid Operating MAP – Major Events shall be calculated using event day counts provided; actual programming and facility usage will be subject to Schedule [18] of the Project Agreement and payment for actual Major Events in a given year shall be governed by Schedule [15] of the Project Agreement and depend on actual number of event days and events held. T

FORM 16: FINANCING PLAN DATES³⁶

³⁶ To be released in a subsequent Addendum.



FORM 17: EQUITY AND DEBT INFORMATION³⁷

Instructions

Please generally see Section [] . In addition:

(1) Proposer should duplicate this Form as necessary for each Equity Member.

Proposers should delete this instructions box and additional instruction notes prior to submitting the Form.

³⁷ To be released in a subsequent Addendum.

FORM 18: SOURCES AND USES OF FUNDS³⁸

Instructions

Please generally see Section [] of the ITP. In addition:

(1) Proposers should delete this instructions box and additional instruction notes prior to submitting this form.

³⁸ To be released in a subsequent Addendum.

FORM 19: CONSTRUCTION COST DATA³⁹

³⁹ To be released in a subsequent Addendum.

FORM 20: OPERATIONS AND MAINTENANCE COST DATA⁴⁰

⁴⁰ To be released in a subsequent Addendum.
City and County of Denver
National Western Center Triangle Project



FORM 21: [*Reserved*]

FORM 22: PRIVATE DEVELOPMENT PARCEL DATA⁴¹

⁴¹ To be released in a subsequent Addendum.

**FORM 23: OPERATING PERIOD REVENUES, CASHFLOW
WATERFALL AND RESERVES⁴²**

⁴² To be released in a subsequent Addendum.