



Request for Qualifications for the Triangle Project

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



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PART A: INTRODUCTION AND BACKGROUND

1. Introduction

With the issuance of this Request for Qualification (“RFQ”), the City and County of Denver (the “City”) is soliciting a Developer to design, build, finance, operate, and maintain Phases 3-8 of the National Western Center (“NWC”) Master Plan to complete the 250-acre National Western Center Campus (“NWC Campus”). Phases 3-8 consist of the development of approximately 60 acres on the southeast corner of the NWC Campus (the “Triangle”). Development of the Triangle includes construction of a New Arena, a new Expo Hall, and rehabilitation of the historic 1909 Building, as well as supporting parking, public street construction, and associated infrastructure, pedestrian connections, and public spaces (together, the “Public Elements”). The Public Elements are anticipated to occupy approximately 18 acres of the Triangle site. Design and construction costs for the Public Elements are estimated to be \$522 million plus additional operating costs over the 30-year term. The City will grant the Developer development rights, in exchange for take-down payments, to the remaining portions of the Triangle site, consisting of approximately 42 acres, for development of other private real estate uses (the “Private Development”). The Public Elements and the Private Development portions, together with all associated Work that will be undertaken by the Developer under the Project Agreement, comprise the Triangle Project (the “Project”).

The City has outlined a series of goals 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 goals for the Triangle Project are to:

Advance the vision and mission of the National Western Center and contribute to its long-term success. The 113-year old tradition and rich history of the site create a unifying theme throughout the NWC Campus that celebrates the land, the people, and the western way of life. 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, while seeking to generate revenues for the City and the National Western Center Authority (the “Authority”) wherever possible.

Activate the NWC Campus with a mix of uses to serve local neighborhoods and the regional market. The Triangle Project will create flexible, efficient, and vibrant public spaces, including spaces for markets, festivals, conferences, concerts, and sporting events that will, in conjunction with the National Western Stock Show, foster active use throughout the year and attract a variety of agricultural research and innovation, retail, restaurants, entertainment, and events to serve the needs of multiple stakeholders, from the neighboring community to visitors from around the world.

Seamlessly integrate with NWC Phases 1 & 2 and the surrounding neighborhoods. The development of the Triangle, including the design, construction, and operation of the public venues, will integrate with and enhance connections to and among the other NWC Campus facilities, the South Platte River, the RTD NWC Station, and the Globeville, Elyria, and Swansea neighborhoods, helping to establish the NWC Campus and the Triangle as a new center for the surrounding communities.

Minimize financial obligations for the City. Through an innovative partnership with the private sector, the Triangle Project will leverage the opportunity for private real estate development on the Triangle to facilitate the timely and cost-effective completion of the NWC Phases 3-8 and the NWC Campus vision with minimal fiscal impact and risk to the City.

Implement world-class operations and venue management practices. The Triangle Project development approach will maximize the value of the Public Elements and ensure long term economic viability of the Triangle and the NWC Campus as a whole.

Align with current construction phasing and on-going operations. The NWC Campus has a complicated phasing schedule that requires careful interface with existing infrastructure and with National Western Stock Show operations in the month of January each year. Close coordination with the Mayor’s Office of the National Western Center to align scope and schedule for the Triangle Project with a single private partner will help to manage this interface and minimize conflicts.

Embrace an ethic of regeneration. The Triangle Project will contribute to the NWC Campus position as a center for responding to global challenges around food, water, energy and the environment. The Triangle Project is a core element that will enhance the site ecologically, economically, and socially, and create new places with measurable positive impacts on the environment. The Triangle Project will support the NWC goal of a low carbon campus through the use of renewable energy sources and sustainable building design and operation.

2. National Western Center Overview

2.1 National Western Center Background

The City, Authority, Western Stock Show Association (“WSSA”), and Colorado State University (“CSU”), with supporting programming partners History Colorado and the Denver Museum of Nature and Science, are working together to transform Denver’s stock yards and the site of the National Western Stock Show into a 250-acre year-round center with a vision to become the global destination for agricultural excellence, heritage, and innovation.

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 National Western Stock Show drew over 700,000 attendees in 2019 and, together with other events on the NWC Campus, generates an estimated annual economic impact of approximately \$115 million statewide. It is one of the largest annual agricultural conventions and trade shows in the United States and hosts more

national-level competitions than any other regional venue. The City approved the National Western Center Master Plan in 2015 (the “NWC Master Plan”).¹

The NWC Master Plan outlines a multi-phased plan to construct three million square feet of new, flexible facilities supporting expanded capacity for educational, entertainment and cultural programming events. Denver voters overwhelmingly approved a ballot initiative in support of the NWC in November 2015. Funding from this ballot initiative was allocated to support the development of Phases 1 & 2 of the NWC Master Plan (“NWC Phases 1 & 2”), which represents nearly \$1 billion in transformational public investment already underway on the NWC Campus.

The Mayor’s Office of the National Western Center (“NWCO”) was established in 2016 to oversee the planning, design, and construction of the 250-acre NWC Campus on behalf of the City. The NWC is projected to attract more than 2.2 million visitors each year both from the National Western Stock Show held each January, as well as through other events and activities on the NWC Campus. No other facility in Colorado offers all of the amenities of the NWC. Please refer to the NWC website for additional background information: <https://nationalwesterncenter.com/>.

2.2 National Western Center Program Mission

The program mission is to convene the world at the NWC to lead, inspire, create, educate, and entertain in pursuit of global agricultural solutions.

The NWC Campus presents a once in a generation opportunity to honor and celebrate the spirit of the West, while also promoting research and progress in agriculture for the next century. The revolutionary campus will provide a broad focus on agriculture, food, livestock and animal health and performance; water, energy, sustainability and the environment; and entertainment, rodeo and equestrian events.

The NWC vision contemplates a “campus” or “community” of partnerships between the public and private sectors that integrate agribusiness and industry, research and education, history, culture, and entertainment. Through CSU, the NWC will offer lifelong educational opportunities for people throughout the State and the Rocky Mountain region. Development of the Triangle will help fulfill this vision.

2.3 Framework Agreement

The City, the Authority, CSU, and WSSA have entered into the National Western Center Framework Agreement, which memorializes the respective rights and obligations of the parties with respect to the governance, design, construction, operation, maintenance and funding of the NWC Campus, including the Triangle (the “Framework Agreement”). The Framework Agreement provides, among other things, that the parties will work together to identify potential development partners to support the design, construction, and financing of the future phases of the NWC, which must be completed in order to realize

¹ Proposers are strongly encouraged to review the NWC Master Plan, which is included in the Reference Documents. The NWC Master Plan includes an example site layout for the Triangle Public Elements but should not be considered binding on the Proposer.

the full potential of the NWC Campus. This procurement for the Triangle Project is intended to accomplish this goal of the Framework Agreement.²

2.4 Key Stakeholders

2.4.1 City and County of Denver

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

2.4.2 National Western Center Authority

The Authority was established in 2018 as a Colorado nonprofit corporation. It is governed by a 13-person board made up of 11 voting directors and two non-voting directors. Six of the voting directors are appointed by the Mayor and confirmed by the 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.

Under the Framework Agreement, the Authority is currently responsible for ~~bookings~~, operations and maintenance of all campus facilities at the 250-acre NWC Campus, including the Triangle. The Framework Agreement also provides that the Authority will manage campus maintenance and operations, coordinate campus-wide services and sponsorships, and assume responsibility for booking year-round events as the master scheduler for campus facilities.

The Proposer is requested to provide ~~a plan and proposed scope of responsibilities for the bookings, certain operations,~~ and maintenance functions ~~originally~~ currently contemplated to be provided by the Authority as part of its campus-wide responsibilities under the Framework Agreement. More details are provided in Section 11 and will be further detailed in the RFP.

2.4.3 WSSA

The WSSA produces the National Western Stock Show, Rodeo All-Star Weekend, and Denver County Fair, and has priority booking for other year-round equestrian and livestock events in the Equestrian Center, livestock center, and in the yards that are located in the NWC Phases 1 & 2. WSSA is also a parcel owner for the Legacy Building being developed on the NWC Campus as part of the NWC Phases 1 & 2. WSSA will continue to operate events during the execution of the Triangle Project as described in Section 9.1 but is not currently anticipated to have a formal role in the procurement or execution of the Triangle Project.

² Proposers are encouraged to review the Framework Agreement, which is included in the Reference Documents.

2.4.4 Colorado State University

CSU is an independent parcel owner of the fully-funded CSU educational facilities located in the NWC Phases 1 & 2, which include the Water Resources Center, Animal Health, and CSU Center. CSU will provide year-round educational programming for the NWC Campus. 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 or execution of the Triangle Project.

2.5 Existing Phases

The NWC 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 the NWC Phases 1 & 2 have been made available in the Reference Documents. The budget for the NWC Phases 1 & 2 capital build program does not include funding for the Public Elements or supporting infrastructure for the Triangle Project.

3. Procurement Approach for the Triangle

The City, acting through the City's Performance Based Infrastructure Office (the "PBI Office"), is acting as the procuring agency for the Project. The PBI Office serves as the City's center of excellence for alternative project delivery and leads the coordination of multiple agencies pursuing PBI projects. The PBI Office was established by a City Executive Order, with delegation by the Mayor to pursue planning, construction, and reconstruction of specific PBI projects pursuant to City Charter Section 2.3.3. The City contemplates entering into a single Project Agreement with the Developer for all aspects of the Triangle Project.

The City intends to procure a Developer through a two-step process that begins with the issuance of this RFQ, then will proceed through the issuance of a Request for Proposals ("RFP") to Shortlisted Proposers and selection of a Preferred Proposer, and will conclude with the execution of a Project Agreement with a Developer. The term of the Project Agreement is anticipated to cover construction of the Public Elements plus 30 years of operations.

As part of this process, Shortlisted Proposers will be invited to review and comment on the draft RFP, which will include a draft Project Agreement. The comment process will be iterative and will include confidential one-on-one meetings with individual Shortlisted Proposers, as well as the issuance of addenda to the draft RFP, if necessary. Proposers will have the opportunity to propose, on a confidential basis, proprietary and value-enhancing alternative technical concepts and alternative financial concepts during the RFP process. The Preferred Proposer will 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 Proposal commitments.

4. Procurement Schedule

The City anticipates carrying out the procurement process in accordance with the following schedule (the “Procurement Schedule”). This Procurement Schedule is subject to modification at the discretion of the City. Proposers will be notified of any change by an addendum to the RFQ or, following identification of Shortlisted Proposers, in the RFP.

Milestone	Date/Time
<u>RFQ Process</u>	
Triangle Opportunity Day	February 11, 2019
RFQ Issuance	March 1, 2019
Pre-SOQ One-on-One Meeting Request Deadline	March 15 ²⁶ , 2019 (12:00pm MDT)
Pre-SOQ One-on-One Meetings	Week of April 1- 2 ² , 2019
RFQ Comment Deadline (5:00pm MDT)	April 15, 2019
Date of Final Addendum to RFQ	April 30, 2019
SOQ Submittal Deadline (12:00pm MDT)	May 23, 2019
Expected Announcement of Shortlisted Proposers	July 22, 2019
<u>RFP Process</u>	
Issuance of Draft RFP to Shortlisted Proposers	Fall 2019
One-on-One Meetings with Shortlisted Proposers	Winter 2019 - Spring 2020
Issuance of Final RFP issued to Shortlisted Proposers	Spring 2020
Proposal Submission Deadline	Summer 2020
Selection of Preferred Proposer	Fall 2020
City Council Approval of Project Agreement	Winter 2020
Execution of Project Agreement	Winter 2020
Estimated Completion of Public Elements Construction	Summer 2025

PART B: BACKGROUND INFORMATION

5. Description of the Project

The Developer shall be responsible for developing, financing, and, together with the Authority, operating and maintaining the Triangle Project, which consists of approximately 60 acres on the southeast corner of the NWC Campus and is bounded by Brighton Boulevard on the east, the Burlington Northern Santa Fe/RTD rail lines on the west, and the Denver Coliseum and associated parking lots on the south. A site plan identifying key elements of the NWC Phases 1 & 2 and the Triangle is included in Exhibit A of Part H below (the “Site Plan”) and is also included in the Reference Documents. The Work for the Triangle Project generally consists of 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. The Public Elements are anticipated to occupy approximately 18 acres of the Triangle site. Design and construction costs for the Public Elements are estimated to be \$528 million with additional operating costs over the 30-year term. The Developer will be granted development rights, in exchange for take-down payments, for the Private Development on the remaining portions of the Triangle site, consisting of approximately 42 acres, for the development of other revenue-generating uses, which may include retail, hospitality, entertainment, educational, office, residential, and research and development uses.

The City will retain fee ownership of the land underlying the Public Elements, but anticipates conveying the remaining Triangle acreage to the Developer for the Private Development.

6. Public Elements

The Work is anticipated to include demolition of existing structures on the Triangle (with the exception of certain historic structures, as further described in this Section 6), including the Events Center and Hall of Education, and development of the Public Elements, including each of the following:

6.1 New Arena

The Developer will design, construct, finance, operate, market, program, and maintain a new arena which will include, at a minimum, 9,500 seats (in rodeo configuration) and be able to accommodate the functions currently held in the Denver Coliseum (“New Arena”).

6.2 Expo Hall

The Developer will design, construct, finance, operate, market, program, and maintain a new trade show and exposition hall with a minimum of 200,000 square feet of net useable exposition space (the “Expo Hall”), which will replace the functions currently held in the Hall of Education and the existing exposition hall.

A brief describing a preliminary basis of design and certain technical requirements for the New Arena and the Expo Hall is included in the Reference Documents. These requirements may change in the RFP.

6.3 1909 Building

The Developer will design, finance, and complete the historic rehabilitation of the 1909 Building, also known as the Stadium Arena. The 1909 Building is locally designated as a historic landmark. The historic landmark application for the 1909 Building is included in the Reference Documents. The City envisions that the 1909 Building will be adaptively reused to serve as a Public Market and to provide other complementary uses to benefit the surrounding neighborhoods, the greater Denver region, and businesses. The City has completed a historic structure assessment for the 1909 Building and a feasibility study to consider the use of the 1909 Building, which is also included in the Reference Documents.

The City and the Authority are considering management and operation options for the 1909 Building. It is currently anticipated that the 1909 Building will be operated and maintained by a Colorado non-profit entity to be identified by the City and the Authority. The Developer will be expected to work collaboratively with and to consider design input from the non-profit entity throughout the rehabilitation of the 1909 Building. A Public Market feasibility study and business plan are included in the Reference Documents for background information only.

The Developer, working in partnership with the non-profit entity, will be encouraged to pursue all potential sources of capital, including but not limited to federal and state historic tax credits, new market tax credits, private donations, and government and private grants, provided that such capital sources do not unnecessarily restrict the operations of the Public Market, and subject to the review and approval of the City.

Additional details regarding the plans for the rehabilitation of the 1909 Building will be detailed in the RFP.

6.4 Redevelopment of Cultural Buildings on the Triangle

In addition to the historic 1909 Building, a number of other cultural buildings remain on the Triangle. The City and the Developer will together determine how to, if possible, adaptively reuse these buildings.

The Developer is encouraged to repurpose and/or redevelop these additional cultural buildings as part of the Triangle Project. The Developer may deconstruct and relocate some of these cultural buildings to new locations on the Triangle if the current locations of the buildings are not suitable. The goal is for this adaptive reuse to create a connection to the newly developed facilities and better connect the Triangle to the adjacent Elyria neighborhood. For reference, the Calgary Stampede campus has created a similar historically influenced cultural area within its event space.

6.4.1 Fuller Drug Store (4701 Brighton Boulevard)

The City purchased the Fuller Drug Store building at 4701 Brighton Boulevard and deconstructed it to make way for the Brighton Boulevard widening project. The façade and exterior features have been saved and stored for future reuse by the Developer. The 4701 Brighton Boulevard building was originally built as a drug store and underwent significant modifications over time prior to its deconstruction. The Developer will be required to reconstruct the 4701 Brighton

Boulevard building at the intersection of E. 47th Avenue and Brighton Boulevard near its original location and matching its original appearance.

6.4.2 Other Cultural Properties.

The City has acquired the following properties, which currently exist in their original locations:

- a. the Coors Tavern (1632 E. 47th Avenue);
- b. the Mueller Saloon (4700 Baldwin Court);
- c. the Mueller Bungalow (4712 Baldwin Court);
- d. the Lindquist Cottage (4656 Baldwin Court); and
- e. the Town Marshall's Duplex (4681 Baldwin Court).

The City encourages the Developer to adaptively reuse these structures, either in their original locations, or relocated together in a cluster to retain the historic feel of the site and potentially create a cultural district. Additional information regarding these structures is included in the Reference Documents.

6.5 Parking

The Developer will design, construct, finance, operate, and maintain no fewer than 1,000 dedicated parking spaces to support the New Arena, Expo Hall, and 1909 Building. The RFP will provide additional detail concerning operational and coordination requirements, including information regarding any restrictions on price setting. The City anticipates retaining any revenues generated from parking for the Public Elements but will consider alternative structures under which the Developer retains or shares parking revenues, provided the Proposer can demonstrate such structure would deliver greater value to the City. The Proposer may consider flexible approaches in its SOQ to providing the required parking, including temporary parking and/or shared parking arrangements with the Private Development. The WSSA is entitled to retain any parking revenues from the parking provided for the Public Elements on the Triangle during the National Western Stock Show, the Rodeo All-Star Weekend, and the Denver County Fair.

6.6 Supporting Infrastructure

The Developer will design, construct, and finance the streets and rights-of-way, including streetscaping, utilities, and roadway improvements, necessary to support the Triangle Project. The Developer will also operate and maintain the non-City-owned streets, rights-of-way, streetscaping, and roadway

improvements. It is anticipated that the City will operate and maintain the City-owned primary interior streets described in Section 6.9.1 only, from curb to curb, in the same manner as other City-owned streets.

The Developer will be required to design, construct, finance, operate, and maintain stormwater drainage and water quality facilities for the Triangle in accordance with the City's criteria manuals.

6.7 RTD Transit Station

As part of the Triangle Project, the Developer will provide full pedestrian connectivity to the RTD NWC Station and construct new public pedestrian connections to integrate the Triangle and surrounding neighborhoods with the RTD NWC Station. The Developer will be required to coordinate with RTD on the design of the pedestrian improvements connecting to the RTD NWC Station. The Proposer's design of the Triangle Project should also accommodate access for RTD service vehicles and emergency vehicles to the station. The Developer will not be required to design or construct the RTD NWC Station platform or other rail improvements, nor is it presently contemplated that the Developer will be responsible for operations and maintenance of the station area.

6.8 Public Plazas and Green Space

The NWC Master Plan envisions the area surrounding the New Arena, Expo Hall, and the 1909 Building to be the primary event and entertainment destination at the NWC. During events at these facilities, this area will be welcoming and active and provide a front door to the NWC Campus. While the NWC Master Plan site layout is not binding, the Developer is encouraged to provide sufficient public plazas and greenspace to allow for the substantial pedestrian flows during major events, as well as provide an amenity to the surrounding community during non-event days.

6.9 NWC Site Connectivity

6.9.1 Primary Interior Streets

The Developer shall construct at least two primary interior streets on the Triangle to provide connections between Bettie Cram Drive and Brighton Boulevard on the east, and between Bettie Cram Drive and 46th Avenue on the south. The Proposer may propose alternative alignments of these connections from those depicted in the NWC Master Plan to, for example, facilitate a more efficient demolition and construction schedule. The two primary north-south and east-west streets will be dedicated to the City upon final acceptance. These streets are required to be designed and constructed in accordance with the NWC Campus Design Standards and Guidelines, City right-of-way standards, and all other applicable state and federal laws, including the ADA.

6.9.2 Other Interior Streets

The Developer may also construct other interior streets, which may be operated and maintained as non-City-owned private streets. The design and construction of non-City-owned streets will be subject to approval by the Denver Fire Department.

6.9.3 Bettie Cram Drive Underpass and NWC Event Connectivity

RTD has developed the Bettie Cram Drive underpass to an interim condition to enable continued vehicle access to the existing Events Center and Hall of Education, which currently stand in the way of the underpass being constructed to its final configuration. The Developer will be required to reconstruct the Bettie Cram Drive underpass to City right-of-way standards, including lowering the underpass from its current depth to provide 14 feet of vertical clearance, following demolition of the Events Center and Hall of Education. Timing for the Bettie Cram Drive Underpass will be subject to Section 9.1 regarding coordination with the Authority and WSSA event operations.

6.9.4 Site Connectivity

The development of vehicular, bicycle, and pedestrian networks on the Triangle will be required to integrate with the surrounding neighborhoods and the existing networks adjoining the NWC Campus.

The conceptual site plan for the Triangle Project should include improved connectivity for bicycles and pedestrians through and across the Triangle, including, in particular, connections across/south of Interstate 70. All new and improved streets on the Triangle should include modern bicycle and pedestrian facilities.³ Seamless connections to the RTD NWC Station, and to the east landing of the pedestrian bridge that will connect NWC Phases 1 & 2 to the Triangle at the RTD NWC Station, should be available from the south, southeast, and east across the Triangle site. The pedestrian bridge at the RTD NWC Station is being constructed as part of the NWC Phases 1 & 2 capital build program and is not a part of the Work for the Triangle Project.

The conceptual site plan for the Triangle Project should also provide for east-west vehicle connectivity across and through the Triangle site. Modifications to 46th Avenue beneath Interstate 70 may also allow easier movement between the NWC Campus and the area south of Interstate 70, including the development parcels on the Denver Coliseum Parking Lots.

7. Private Development

7.1 Overview of Opportunity

The Developer will be granted development rights, in exchange for take-down payments, for the portions of the Triangle site not necessary for the Public Elements. The Developer is encouraged to consider the Project goals and the NWC mission in developing its plan for Private Development on the Triangle in order to create a development plan that recognizes the unique opportunity afforded to co-locate a project on the NWC Campus, adjacent to the thriving River North (RiNo) Art District, and in the heart of Denver's *Corridor of Opportunity*, a 23-mile stretch connecting Downtown Denver to Denver International Airport, and home to billions of dollars in ongoing public investment.

³ More detailed standards for bicycle and pedestrian facilities are anticipated for the RFP.

Denver’s location on Colorado’s Front Range provides a unique opportunity for commercial development that highlights innovation around solutions to the global issues of human and animal health, food systems, and water. Denver attracts partners in business, advanced technology, and academic institutions that together leverage Colorado’s rich history and ability to attract domestic and foreign investment. The City and Authority completed a study that evaluates the opportunities for next generation agribusiness at the Triangle site, which is included in the Reference Documents.

7.2 Permitted Land Uses

The City’s current zoning at the Triangle site includes multiple zone districts. It has been contemplated that all land currently owned by the City would eventually be rezoned to CMP-NWC, UO-2.

In accordance with Section 9.2.6 of the Denver Zoning Code, the Campus-National Western Center (“CMP-NWC”) zone district is intended to facilitate the creation of a year-round destination that brings together cultural, educational, research, entertainment, food, agricultural, human and animal health, recreational, competition, commerce, industry, history, science, and art activities. The zone district is intended to encourage development of a unified campus and to implement the land use and development objectives in the NWC Master Plan.

The building form standards for this district are intended to allow the flexible placement of multiple building types within the boundaries of the campus while providing compatible height transitions to adjacent communities. This zone district is also intended to accommodate the unified treatment of master planned campus elements, internal pedestrian walkways and connections, indoor and outdoor recreational facilities, open plazas and green spaces, signage, and site landscaping while implementing the community and neighborhood integration guiding principles identified in the NWC Master Plan. Permissible land uses in this zone district include cultural, research and educational uses, entertainment venues, civic, public, institutional, residential, retail, and commercial office uses.

The City has determined to delay rezoning the property to CMP-NWC, OU-2 at this time, in anticipation of further progress on the Project procurement, and the receipt of more information regarding the Private Development visions that the Triangle Project procurement will yield. The City currently anticipates rezoning the property to permit the Private Development program of the Preferred Proposer prior to, or concurrent with, execution of a Project Agreement.

The City anticipates that the Project Agreement will include requirements that any future Private Development remain consistent with the vision and approach outlined by the Preferred Proposer in its Proposal.

7.3 Denver Coliseum

The City plans to replace functions currently provided by the Denver Coliseum with the New Arena. The Developer may decommission or adaptively reuse the Denver Coliseum after completion of the New Arena. The City encourages the Developer to include plans for Private Development within, or in place of, the decommissioned Denver Coliseum structure and on the Denver Coliseum Parking Lots.

7.4 Housing and Linkage Fee

7.4.1 Housing

The Proposer’s plan for the Private Development on the Triangle may include housing.

If residential development is proposed as part of the Proposer’s plan for the Private Development, the RFP will give preference to development programs that seek to meet one or more of the goals described in Section 7.4.2a and that seek to address the housing needs generated by the Triangle Project.

The development of affordable housing, either on the Triangle or off-site in accordance with Section 7.4.2b may, in certain circumstances, entitle the Developer to exceptions from, or reductions to, payment of the linkage fee described in Section 7.4.2. Proposers are encouraged to review the City’s linkage fee ordinance, D.R.M.C. Article V, Division 2, §§ 27-151 through 27-157. Developers may also wish to consider and leverage existing funding tools such as federal Housing Choice or Project Based Vouchers, federal Low Income Housing Tax Credits and state tax credits, as well as Denver’s Dedicated Affordable Housing Fund loan programs.

7.4.2 Linkage Fee

The City’s linkage fee is imposed on all new private construction in the City and will be applicable to the Triangle Project.

The payment of the linkage fee is not required for the issuance of a building permit in certain circumstances, including construction by or on behalf of the federal, state, or local governments, or any department or agency thereof, to the extent any or all of the gross floor area in the structure will be used solely for a governmental or educational purpose, affordable housing projects with covenanted affordable housing plans, and religious/charitable developments. (See D.R.M.C. § 27-154(f)).

a. On-Site Affordable Housing Plan

If residential development is proposed as part of the Proposer’s plan for the Triangle, the RFP will require the Proposer identify the number of residential units to be developed within specified area median income (“AMI”) ranges.

The City anticipates giving preference to development programs that seek to meet one or multiple City goals to:

- i. provide a mix of units affordable to very low-income households below 30% AMI, low-income households below 60% AMI, and moderate-income households below 80% AMI (income average techniques may be used as a tool to achieve affordability mix);

- ii. provide a mix of unit sizes that include two-bedroom, three-bedroom, or larger units;
 - iii. maximize the number of affordable units within the Triangle; for a similar development of this scale, the number of restricted affordable housing units would generally be between fifteen percent (15%) to twenty (20%) percent of the total units with a minimum restriction period of sixty (60) years;
 - iv. demonstrate a commitment to engage with local residents as part of planning and marketing of the proposed residential development; and
 - v. otherwise meet the goals of the *Housing an Inclusive Denver* five-year plan.
- b. Off-Site Affordable Housing Plan

If residential development is not proposed as part of the Proposer’s plan for the Triangle, the RFP is also anticipated to permit the Proposer to identify a manner and approach to provide off-site affordable housing within the Globeville, Elyria-Swansea, or Cole statistical neighborhoods, to be developed prior to or concurrent with construction of the Private Development on the Triangle. Any off-site housing plan will be required to identify:

- i. the specific site or sites where affordable housing will be developed; and
- ii. the Proposer’s planned contribution (of land or funds) to support development of affordable housing.

8. Site Requirements

8.1 NWC Campus Design Standards and Guidelines

The Developer will be required to adhere to the NWC Campus Design Standards and Guidelines and seek approval from the City for any deviations. The Draft NWC Campus Design Standards and Guidelines are included in the Reference Documents. The Design Standards and Guidelines are anticipated to be finalized and approved by the Denver Planning Board and the Denver City Council in August 2019. The design of all improvements will be subject to final approval by the City and the Authority. More information on the design review processes applicable to the Project will be included in the RFP.

8.2 Sustainable Design

8.2.1 LEED Certification

In accordance with Denver Executive Order 123, all new buildings that are Public Elements and major renovations to buildings that are Public Elements will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible.

8.2.2 Green Building Ordinance

The requirements of the City’s Green Building Ordinance will apply to both the Public Elements and the Private Development on the NWC Campus. (See D.R.M.C. Article XIII, Chapter 10, § 10-300 *et seq.*).

8.2.3 NWC Campus Energy System

NWC aspires to be a “net zero” campus. The NWC has created a strong foundation for the NWC to meet or exceed an aspirational goal of building a “net zero energy” campus by selecting a campus energy partner to deliver an energy system based on a heat recovery system and solar power. The City, Authority, WSSA, and CSU will also support these efforts through building designs which are both energy efficient and provide support for rooftop solar power.

Subject to the NWC Campus Energy Services Agreement currently under negotiation, it is anticipated that the Developer may be required to support the NWC Campus goal of becoming a low carbon campus by connecting the New Arena and Expo Hall to the NWC Campus energy system. Also, the Developer will be expected to pursue energy efficiency targets and support on-site renewable energy for Public Elements and Private Development on the Triangle. Additional detail will be provided in the RFP.

8.3 Signage

The City anticipates that information regarding the sign code restrictions applicable to the Triangle will be included in the RFP.

8.4 Public Art

The Developer will be required to comply with the City’s Public Art Ordinance (see D.R.M.C. § 20-85 *et seq.*) with respect to the Public Elements by allocating 1% of the construction budget for the Public Elements to the City for the inclusion of art in the design and construction of the Project. Selection of public art will be administered in accordance with the City Public Art Program. More information on the City Public Art Program is available at <http://denverpublicart.org>.

9. Site Coordination

9.1 WSSA Event Operation Coordination

The WSSA operates three events that are entitled to utilize the Arena and Expo Hall facilities on the Triangle, including (i) the National Western Stock Show and Rodeo held in the month of January; (ii) the Rodeo All-Star Weekend, an annual rodeo event held in the month of April in which competitors from across all major rodeo associations gather to compete to crown an All Star Champion in each event; and (iii) the Denver County Fair, an annual urban fair established in 2011 to showcase Denver’s unique character and urban culture. The Developer will be required to work closely with the WSSA to ensure that these events continue to operate successfully during the redevelopment of the Triangle Project. WSSA is

responsible for paying for operations and maintenance costs associated with these three events and is entitled to retain all revenues directly attributable to these events.

9.2 Coordinated Construction with Surrounding Projects

9.2.1 Construction of NWC Phases 1 & 2

Construction of the NWC Phases 1 & 2 may impact work associated with the Triangle Project. The Developer will be required to work closely with NWCO and the NWC Phases 1 & 2 project team, including their selected designers and contractors, to align scope of work and phasing to minimize conflicts with the NWC Phases 1 & 2 work. A summary of the schedule for NWC Phases 1 & 2 is included in the Reference Documents.

The functions of the existing Events Center and attached structures on the Triangle site will be replaced by the new Equestrian Center being developed as part of NWC Phases 1 & 2. Upon completion of the new Equestrian Center, the Developer will be permitted to demolish the existing Events Center and attached structures.

The existing Hall of Education building on the Triangle site provides exposition hall space to the National Western Stock Show. Upon completion of the new Expo Hall, the Developer will be permitted to demolish the Hall of Education, excluding the 1909 Building.

9.2.2 Central 70 Project

CDOT selected Kiewit-Meridiam Partners as the developer for the Central 70 Project immediately adjacent to the NWC. Construction on the Central 70 Project commenced in July 2018. CDOT anticipates reconstructing the eastbound Brighton Boulevard off-ramp in Fall 2019, the westbound Brighton Boulevard on- and off-ramps in Spring 2020, the eastbound Brighton Boulevard on-ramp in Fall 2021 and Spring 2022, and Brighton Boulevard itself in the Spring and Summer 2019, with work temporarily suspended during the Stock Show. Construction impacts are expected to continue through September 2022. The Developer will be required to coordinate with CDOT and Kiewit-Meridiam Partners and should be aware that Central 70 work may impact access to the Triangle Project site.

9.2.3 Other City Projects

The Developer will be required to cooperate with other City and public agency projects in the vicinity of the Triangle, including but not limited to the North Denver Cornerstone Collaborative projects and the Elevate Denver Bond program.

9.3 Temporary Facilities During Construction

The Developer will be permitted to provide temporary facilities during construction to accelerate access to portions of the Triangle site with the prior approval of the City. Any such temporary facilities shall provide facilities sufficient to fully accommodate all uses and functions that were previously provided by permanent facilities.

9.4 Former Denver Public Schools (DPS) Bus Barn Site

The former Denver Public Schools (DPS) bus barn site, consisting of approximately 6 acres immediately east of the Triangle and the RTD NWC Station (the “DPS Site”), also identified on the Site Plan as the “Future Campus-Related TOD Site Pad,” is the site of a former municipal landfill and is currently subject to an environmental covenant. The DPS Site is not currently contemplated to be available for Private Development due to the scope of remediation required. A Site Remedial Options Evaluation for the DPS Site is included in the Reference Documents. The City will consider granting the Developer a license for use the DPS Site for staging, parking, temporary use, or other uses consistent with the environmental condition and restrictions on the DPS Site. A copy of the environmental covenant applicable to the DPS Site is included in the Reference Documents.

9.5 Railroads

The City anticipates entering into agreements with the Burlington Northern Santa Fe Railway, the Denver Rock Island Railroad, and the Regional Transportation District regarding the construction and maintenance of the Bettie Cram Drive underpass described in Section 6.9.3. More information regarding the requirements of these agreements will be provided in the RFP.

9.6 Environmental

The City expects to undertake advance remediation work of known contamination on the Denver Coliseum Parking Lots, which will be remediated to a residential standard. The City’s remediation work on the Denver Coliseum Parking Lots is anticipated to be completed in the fourth quarter of 2021. Additional details on environmental conditions on the Triangle site and the City’s prior remediation efforts will be included in the RFP.

An approved materials management plan (MMP) prepared through the Denver Department of Public Health and Environment for the NWC Phases 1 & 2 capital build program is included in the Reference Documents as a general overview of adjacent site conditions, however, the plan is specifically not applicable to the Triangle. It should be relied upon solely as a general overview of potential site conditions and not as a detailed and technical environmental report of actual site conditions on the Triangle.

The Developer will be required to undertake any additional work necessary to prepare the Triangle site for the Private Development as part of the scope of Work associated with completion of the Public Elements. Additional information regarding the environmental requirements for the Triangle Project will be included in the RFP.

10. Community Collaboration

10.1 Globeville, Elyria, Swansea Neighborhood Engagement

The Developer will be expected to actively participate in regular community engagement efforts, including monthly updates on the status of the Triangle Project to the National Western Center Citizens Advisory Committee (CAC).

10.2 Community Investment Fund

The Authority intends to develop a community investment fund to support projects and programs benefitting the Globeville, Elyria, and Swansea neighborhoods. Vendors, concessionaires, and retail establishments on the NWC Campus will provide an opportunity for customers to “round up” their payments as a donation to the community investment fund. The Developer will be required to offer the same or similar “round up” program on the Triangle.

10.3 Community Benefits Agreement

It is further anticipated that the Developer may be required to collaborate in the Authority’s efforts to engage with the Globeville, Elyria, and Swansea neighborhoods and to enter into a long-term community benefits agreement. Additional details will be provided in the RFP.

11. Operations and Maintenance

11.1 Public Elements Operation

11.1.1 New Arena and Expo Hall

~~The Proposer will provide a plan for operations, programming, The Framework Agreement currently provides that the operations and maintenance functions on the NWC Campus are to be provided by the Authority. The Project Agreement will require the Proposer to provide operations and maintenance of the New Arena and Expo Hall, including the marketing, programming, booking, ticketing, and merchandising of events, for a term of 30 years post-construction. The Framework Agreement currently provides that some or all of these functions are to be provided by the Authority. Proposers’ plans will be evaluated by the City. These Authority functions are anticipated to be assigned to the City by separate agreement prior to execution of the Project Agreement. The Proposer may also include concepts for alternative allocations of operations and maintenance responsibility for other functions on the NWC Campus. Such concepts will be evaluated by the City and the Authority to assist in determining the a final scope of Developer operations and maintenance responsibility that is optimal for delivery of the Triangle Project, with the understanding that some responsibilities may ultimately rest with the Authority and others with the Developer. It is anticipated that these Authority functions may be assigned to the City by separate agreement prior to execution of the Project Agreement. More details related to specific responsibilities of the Authority that may be assigned to the Developer under the Project Agreement will be provided in the RFP.~~

11.1.2 Parking

The Developer will be responsible for the operation and maintenance of parking necessary to support the Public Elements.

11.1.3 Campus and Triangle Site

It is presently contemplated that the Developer will operate and maintain the rights-of-way on the Triangle, including the Brighton Boulevard right-of-way adjacent to the Triangle, except for operation and maintenance of City-owned streets, from curb to curb, as described in Section 6.6. Operations and maintenance will ~~including~~include routine landscape maintenance, snow and ice removal, and similar common area maintenance functions, as well as the operation and maintenance of stormwater infrastructure, and certain other utilities. The Framework Agreement currently provides that some or all of these functions are to be provided by the Authority. It is anticipated that these Authority functions may be assigned to the City by separate agreement prior to execution of the Project Agreement. More details related to specific responsibilities of the Authority that may be assigned to and/or assumed by the Triangle Developer under the Project Agreement will be provided in the RFP. The Proposer is encouraged to provide input regarding the desirability of including these services, either on the Triangle or the NWC Campus as a whole, in the Project scope.

11.2 National Western Center Authority

In accordance with the Framework Agreement, the Authority will be responsible for ~~the operations of the entire NWC Campus including~~ NWC Campus-Wide Services. The Authority will retain revenues from providing these services. These services are defined in the Framework Agreement in Section 8.c and include:

- a. common area maintenance;⁴
- b. telecommunications;
- c. information technology infrastructure (including wiring, cabling, and piping);
- d. energy, which may include electricity or energy sourced from future on-Campus or local district solar or thermal projects;
- e. non-alcoholic beverage suppliers, such as soft drinks, energy drinks, coffee, and water;
- f. A/V technology;
- g. wayfinding and digital signage;

⁴ [The scope of common area maintenance to be performed by the Developer on the Triangle is as described in Section 11.1.3.](#)

- h. waste management;
- i. water supply;
- j. fleet vehicles and equipment;
- k. general and premium concessions (excluding branded and specialty restaurants);
- l. base campus security services; and
- i. financial services, including ATMs.

The City anticipates the Developer will ~~be required to~~ utilize the NWC Campus-Wide Services provided by the Authority for the Public Elements, which will be provided to the Developer at fair market rates. The Proposer is encouraged to provide input regarding the desirability of including any of the NWC Campus-Wide Services on the Triangle Project scope.

11.3 Naming Rights and Sponsorship

The Framework Agreement provides guidance on naming and sponsorship rights for the NWC. The City has the right to all revenue from the sale of naming rights for all internal and external spaces of, and sponsorship revenue from, the New Arena and Expo Hall (related to the specific naming rights transaction) to the extent that such revenues are necessary for the funding of the respective buildings and surrounding plazas. The City may designate these revenues toward the financing, design, and construction of the Triangle Project.

With regard to building naming, the Denver Zoning Code does not prohibit naming the New Arena, for example, the “John Deere Arena,” which is similar to “Sports Authority Field,” “Coors Field”, or the “Pepsi Center.” However, “New Arena sponsored by John Deere” would be prohibited by the current zoning code.

12. Project Funding and Finance

12.1 Developer Financing

The Developer will be responsible for financing construction of the Public Elements and the Private Development. The City anticipates that any upfront ~~take-down~~ payments made by the Developer for the Private Development will be used to eliminate or reduce the total long-term financing amount for the Public Elements. Proposers will be required to provide an anticipated take-down schedule for the Private Development parcels, which will include: (i) parcels identified for an initial take-down prior to financial close and the estimated value associated with such take-down (the “Initial Take-Down”), and (ii) a schedule of any contemplated future take-downs and their associated value (the “Future Take-Downs”). The RFP is anticipated to require binding equity and/or lender commitments for any upfront payment associated with the Initial Take-Down. Payment associated with Future Take-Downs, which the City anticipates will be differentially evaluated and scored at the RFP stage, will be used by the City to defray the cost of any annual availability payments. Proposers are invited to propose detailed and/or alternative

innovative financing arrangements in their SOQ Financial Submission; provided that such submissions will be evaluated by the City in accordance with the Substantive Evaluation Criteria.

12.2 Public Funding

If needed, the City will make an annual availability payment to the Developer to cover the cost of long-term financing related to the Public Elements and/or long-term operations and maintenance costs. More detail will be provided in the RFP.

12.3 Tax Increment Financing and Title 32 Metropolitan District Capital Mill Levy Revenues

Pursuant to §§ 31-25-101, *et seq.*, C.R.S., the City, in cooperation with the Denver Urban Renewal Authority, is pursuing the establishment of an urban renewal area at the Triangle to mitigate blight factors on the site. If established, the City anticipates receiving available tax increment revenues (“TIF”) generated on the Triangle site, including revenues generated in respect of the Private Development, to defray the costs of any availability payments made for the construction and operation of the Public Elements. Once activated for a certain area, TIF is available for a maximum period of 25 years. TIF revenues will not be available to the Developer.

The City also anticipates organizing metropolitan districts pursuant to §§ 32-1-101, *et seq.*, C.R.S to encompass the Private Development area. Capital mill levy revenues imposed and collected by any such metropolitan districts are expected to be made available to the City to defray the cost of any annual payments made to the Developer.

12.4 Opportunity Zone

The census tract containing the Triangle is designated as an Opportunity Zone under the 2017 federal tax reform package, also known as the Tax Cuts and Jobs Act. Opportunity Zones were enacted to address uneven economic recovery and persistent lack of growth that have left many communities across the United States behind. In the broadest sense, the newly enacted federal Opportunity Zone program provides a federal tax incentive for investors to invest in low-income urban and rural communities through favorable treatment of reinvested capital gains and forgiveness of tax on new capital gains.

12.5 Tax Credits

Certain other tax credits and state and federal incentives programs may be available to the Developer. Additional detail will be provided in the RFP.

12.6 WSSA-Retained Revenues

In accordance with the Framework Agreement, the WSSA is entitled to retain revenues directly attributable to the National Western Stock Show, the Rodeo All-Star Weekend, and the Denver County Fair, except seat tax, which is retained by the City. The Framework Agreement provides further detail on the duration and terms for WSSA-related events.

13. Other City Requirements

13.1 Social Ordinances

All Work performed on the Public Elements (including, for certainty, construction, operations, maintenance, and rehabilitation) will be subject to:

- a. the City's prevailing wage requirements (See D.R.M.C. §§ 20-76 through 20-79);
- b. payment of living wages (See D.R.M.C. § 20-80);
- c. 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 Work shall apply to that Work and associated contracts, projects or phases; and
- d. all applicable requirements of the Minimum Wage Ordinance currently under consideration by the City which, if enacted, is expected to be codified at Sections 20-82 through 20-84 of the Denver Revised Municipal Code. The draft Minimum Wage Ordinance is included in the Reference Documents.

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 13.1.c only. Work performed on property not owned by the City will not be subject to the requirements of this Section 13.1.

The City is committed to increasing opportunities for small and disadvantaged businesses. The RFP will require Proposers to submit a written plan identifying specific actions they will take to increase such opportunities in conjunction with the Private Development, which will be scored in the proposal evaluations.

13.2 Workforce

The Project Agreement will include workforce development requirements associated with construction of the Public Elements. The City is committed to developing and implementing an Expanded Pilot Workforce Program for the construction of the Public Elements to increase outreach, training, job opportunities, and employment for people in economically disadvantaged areas and populations, while maintaining a competitive procurement environment. In addition, the City is committed to addressing shortages in qualified construction workers generally and in targeted areas by increasing the number of apprentices and pre-apprentices.

The Proposer is required to designate a Workforce Coordinator as a Key Personnel in its SOQ Submission. The Workforce Coordinator is not required to be an employee of or affiliated with a Major Participant.



The Workforce Coordinator will act as the single point of contact responsible for development, planning, implementation, and reporting for all construction trade work associated with construction of Public Elements.

The RFP will require Shortlisted Proposers to submit a proposed Workforce Plan with their technical proposals. Additional information regarding the anticipated requirements of the Workforce Plan are included in Exhibit C of Part H.

13.3 Non-Discrimination

In connection with the performance of any Work under this RFQ or the RFP, the Developer may not refuse to hire, discharge, promote or demote, or 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 identity or gender expression, marital status, or physical or mental disability. The Proposer shall insert the foregoing provision in all subcontracts.

PART C: PROCUREMENT PROCESS

14. Rules for Contact and Communication

14.1 Application of the Rules

The rules of contact specified in this Section 14 will apply during the procurement for the Work, effective as of the date of issuance of this RFQ through the execution of the Project Agreement (the “Restricted Contact Period”). 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 draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, e-mail, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer.

14.2 Rules of Contact

The specific rules of contact during the Restricted Contact Period (unless another period is otherwise noted) are as follows:

- a. After release of the RFQ, no Restricted Person from one Proposer team will communicate with any Restricted Person from another Proposer team with regard to the RFQ, the RFP, either team’s Proposal, or the Project; provided, however, that subcontractors that are shared between two or more Proposer teams (subject to the restrictions in Section 18.2a.ii) may communicate with their respective team members so long as those Proposers establish Information Barriers to ensure that the subcontractor will not act as a conduit of information between the teams. In addition, contact among Restricted Persons is allowed during City-sponsored informational meetings.
- b. The City will be the sole contact for purposes of this procurement, the RFQ, and the RFP. Proposers will correspond with the City regarding the RFQ and RFP only through the City’s designated representatives, which initially will be:

Elizabeth Zollo, Contract Administration Manager – Public Works
National Western Center Triangle Project Procurement Contact
201 W. Colfax Ave, Ste. 614
Denver, CO, 80202
pw.procurement@denvergov.org

(as updated by the City from time to time, the “RFQ Procurement Contact”). Any official information regarding the Work and the Project will be disseminated from the City either from an official email account or on agency letterhead, in either case from the RFQ Procurement Contact. 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 RFQ.

- c. Commencing with the issuance of this RFQ and continuing until the earliest of (i) execution of a Project Agreement, (ii) rejection of all Proposals by the City, or (iii) cancellation of the procurement, no Restricted Person will communicate regarding the RFQ, the RFP, the Project, or the procurement described in this RFQ with:
- i. any Denver elected official; or
 - ii. any City staff, advisors, contractors, or consultants involved in any way with the procurement of the Project (including specifically those listed in Section 18.1), except for communications expressly permitted by the RFQ or RFP, or except as approved in writing in advance by the RFQ Procurement Contact, in the City's sole discretion.

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

- d. The Restricted Persons shall not directly or indirectly contact or communicate with the following identified stakeholders regarding the Work, the Project, this RFQ, the RFP, or the Project, including board members, 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, this RFQ, or the RFP or has access to non-public information concerning the RFQ, the RFP, or the Project):
- i. the Authority;
 - ii. the Burlington Northern Santa Fe Railway;
 - iii. the Colorado Department of Transportation;
 - iv. CSU;
 - v. the Denver Rock Island Railroad;
 - vi. the Denver Urban Renewal Authority;
 - vii. RTD; and
 - viii. WSSA.
- e. 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 and related Persons who are the subject of the restrictions in Section 14.2, on the other hand, provided that Proposers are permitted to submit written requests to the City, via the RFQ Procurement Contact, for its approval, to be given in its discretion, to:

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

- f. Restricted Persons shall implement reasonable systems and take reasonable precautions to prevent violations of the requirements of this Section 14.2. If a Restricted Person becomes aware of any potential violation of this Section 14.2, the Proposer shall notify the RFQ Procurement Contact as soon as practicable of the nature of such violation, including all relevant documentation.

14.3 Violation of Rules of Contact

Any violation of the rules outlined in Section 14.2 may, in the sole discretion of the City, result in disqualification of one or more Proposers, Major Participants, Restricted Persons, or specific personnel of either.

15. Requests for Clarification

15.1 Timing of RFQ Comments

- a. Proposers may submit written comments, questions and/or requests for clarification (collectively, "RFQ Comments") relating to the RFQ, including any addenda, to the City at any time prior to the RFQ Comment Deadline.
- b. Notwithstanding the RFQ Comment Deadline, Proposers are encouraged to submit RFQ Comments with respect to the RFQ, or a particular addendum, as and when they are ready for submission. To the extent reasonably practical, substantively related comments should be delivered simultaneously.
- c. Proposers should assume that the City will not consider any RFQ Comments that are submitted after the RFQ 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.

15.2 Form and Submission of RFQ Comments

- a. All RFQ 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 three categories: Categories “A” and “B” correspond to different types of substantive comments and Category “C” corresponds to drafting comments.
- c. RFQ Comments will be submitted by e-mail to the RFQ Procurement Contact, with the subject line “[NWC Triangle] – Procurement: [Proposer Name] RFQ Comment Submission No. [].” Proposers are responsible for ensuring the receipt of their RFQ Comments by the City through the use of automated receipt and read message confirmations.
- d. The City will not consider any RFQ Comments that are:
 - i. telephone or oral comments; or
 - ii. submitted (A) by a person with no clear affiliation to the Proposer that such person purports to represent, or (B) to a person other than the RFQ Procurement Contact.

15.3 Responses to RFQ Comments

- a. City may, in its discretion, elect to address RFQ Comments within an addendum to this RFQ, 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 written responses to RFQ Comments. The City will endeavor to provide any written responses within a reasonable period following receipt. The City’s responses will be in writing and will be digitally released or delivered, in the City’s discretion, by email or otherwise. In responding to RFQ Comments, the City may rephrase them as it deems appropriate and may consolidate similar comments. The City may also create and answer questions independent of those submitted by Proposers.
- c. The City is strongly committed to the principle of transparency. Without denying Proposers the opportunity to protect CORA Exempt Materials from any public disclosure, the submission of which may in certain instances allow the City to consider an RFQ Comment that might not otherwise have been submitted, Proposers are encouraged to consider transparency interests before identifying an RFQ Comment as containing CORA

Exempt Materials. The City reserves the right to disagree with a Proposer’s assessment as to whether any RFQ Comment contains CORA Exempt Materials. If the City disagrees with a Proposer’s assessment, the City will inform the relevant Proposer of its determination and will allow the Proposer to withdraw the relevant RFQ Comment, rephrase it, or have it answered non-confidentially (with the understanding that the City cannot guarantee that the original RFQ Comment will not still be subject to disclosure under CORA).

15.4 Proposer Contacts

Following a Proposer’s submission of a SOQ, all future communications by the City will be made to that Proposer’s “Official Representative” whose contact information is included in the “Submittal Letter” submitted in the SOQ.

16. Addenda

The City reserves the right to revise this RFQ by issuing one or more addenda to this RFQ at any time before the SOQ Submittal Deadline. If the City issues an addendum shortly before the SOQ Submittal Deadline, the City will consider whether an extension of the SOQ Submittal Deadline, and of the timing of any other steps in the procurement process, are warranted.

17. Optional Pre-SOQ One-on-One Meetings

17.1 Intent of Pre-SOQ One-on-One Meetings

The City invites each Proposer, at its option, to participate in pre-SOQ one-on-one meetings between the City and the Major Participants. Pre-SOQ one-on-one meetings will only be provided, in the City’s sole discretion, to constituted teams and not to individual entities.

The one-on-one meetings are intended to provide the Proposer an opportunity to obtain a better understanding of the Project and ask questions and/or provide feedback on the RFQ, as well as provide the City with an opportunity to obtain a better understanding of the Proposer’s concerns. The pre-SOQ one-on-one meetings are not an opportunity for the Proposer to discuss its qualifications and experience.

During the pre-SOQ one-on-one meetings, the City is interested in receiving initial feedback from the Proposer on its general approach and/or major issues that the Proposer believes the City will need to address by addendum to ensure a successful procurement, including:

- a. the City’s approach to the Triangle Project procurement;
- b. additional information that would assist Proposers during the RFQ and RFP processes;
- c. the City’s goals with regard to the Public Elements and Private Development;
- d. Clarification of the RFQ process, specific statements in the RFQ, and/or timeframes relating to the RFQ;

- e. major project-related risks;
- f. timing and character of Private Development;
- g. strategies for reducing funding contributions from the City; and
- h. conformance with CORA.

17.2 Requesting Pre-SOQ One-on-One Meetings

Proposers, at their option, may request a pre-SOQ one-on-one meeting by submitting the following documents by email from the Proposer's Official Representative to the RFQ Procurement Contact with the subject line and electronic file name to both begin with "NWC Triangle Project – One-on-One Meeting Request – [Proposer Name]":

- a. a list of Major Participants known to be on Proposer's team;
- b. a list of Proposer's one-on-one meeting attendees, which shall include Major Participants only (include name, title, and firm). A maximum of ten representatives of the Major Participants may attend; and
- c. a written list of issues, topics, or requirements that the Proposer wishes to discuss during the meeting. The City reserves the right to refuse to discuss any topics that are permissible topics described in Section 17.1.

Pre-SOQ one-on-one meeting requests shall be made as soon as possible and no later than the deadline provided in the Procurement Schedule.

The City will notify each Proposer's Official Representative in writing of the date, time, and location of their respective pre-SOQ one-on-one meeting. Meetings will be held in Denver, Colorado. Representatives of the City and advisors to the City may participate in the pre-SOQ one-on-one meetings.

17.3 Pre-SOQ One-on-One Meeting Rules and Procedures

The following rules and procedures shall apply to the pre-SOQ one-on-one meetings:

- a. Proposers shall adhere to the allotted time scheduled for their respective one-on-one meeting, which shall not exceed two hours.
- b. During one-on-one meetings, Proposers may ask questions, make observations, or suggest possible revisions to the RFQ. The City may, but is not required to, respond to questions asked by Proposers in one-on-one meetings. Any responses provided by the City may not be relied upon by Proposers. Nothing stated at a one-on-one meeting will modify the RFQ unless incorporated by addendum pursuant to Section 16.

- c. Except as otherwise provided in the RFQ, the City will not discuss with a particular Proposer any information submitted by another Proposer.
- d. Proposers shall not seek to obtain commitments from the City in one-on-one meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer. Proposers are prohibited from asking any questions (a) relating to how to maximize points as part of the Substantive Evaluation of SOQs; (b) intended to elicit any endorsement of the Proposer; or (c) in relation to the team structure of other Proposers.
- e. No aspect of a one-on-one meeting is intended to provide any Proposer with access to information that is not similarly available to other Proposers.
- f. Any discussions or any statements made by either party in a one-on-one meeting shall not be binding on such party.
- g. No part of the evaluation of SOQs will be based on conduct or discussions that occur during one-on-one meetings.
- h. Proposers will not be permitted to distribute materials during the meeting.
- i. Proposers will refrain from promotional or marketing pitches related to the qualifications of the Major Participants.

17.4 Format for One-on-One Meetings

As a general rule, the anticipated format for the pre-SOQ one-on-one meetings is as follows:

- a. Opening statements and introductions from the City;
- b. Introductions from the Major Participants;
- c. Discussion of topics identified by the City. If time allows, discussion of the written list of issues, topics, or requirements identified in Proposer's one-on-one meeting request;
- d. Any other questions from the City and responses from Proposer; and
- e. Final remarks and close of the one-on-one meeting.

17.5 Confidentiality and Public Disclosure

The City reserves the right, in the interest of ensuring a transparent and non-discriminatory procurement process, to disclose to all Proposers any issues raised during any one-on-one through the issuance of an addendum, except to the extent that the City determines such disclosure would reveal the identity of the Proposer that raised such issue or constitute a disclosure of CORA Exempt Materials or confidential business strategies.

18. Conflicts of Interest and Limitations on Proposer Team Membership

18.1 Organizational Conflicts of Interest

- a. Proposers are required to comply with the City’s Conflict Resolution Guidelines and Escalation Procedure included in the Reference Documents.
- b. Each Proposer shall disclose to the City, on an ongoing basis during the Restricted Contact Period, any actual or potential conflicts of interest relating to such Proposer or any Person on the Proposer’s team, and disclose all relevant facts concerning any past, present, or currently planned interests that may present a conflict of interest. Such disclosure shall be made promptly after the conflict is discovered.

For purposes of this RFQ, a “*conflict of interest*” includes 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.

- c. During the Restricted Contact Period, each Proposer is prohibited from directly or indirectly receiving any advice relating to the Project, this RFQ, or the RFP from; or including as Major Participant (or contractor, subcontractor, consultant or subconsultant to the Proposer or any Major Participant), any Person with a conflict (as determined in accordance with this Section 18.1), specifically including the following:
 - i. Jacobs;
 - ii. Kaplan Kirsch & Rockwell;
 - iii. Ernst & Young Infrastructure Advisors;
 - iv. Strae Advisory Services;
 - v. Arup;
 - vi. CAA Icon;
 - vii. Crossroads LLC;
 - viii. p3point;
 - ix. King Associates;
 - x. Loughran Group;

- xi. Hogan Lovells;
- xii. Butler Snow;
- xiii. Sherman & Howard;
- xiv. Sii LLC;
- xv. 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; and
- xvi. affiliates of any of the above.

18.2 Other Limitations on Proposer Team Membership

- a. To ensure a fair and competitive procurement process:
 - i. each Infrastructure Equity Member ~~and the Lead Real Estate Developer~~, Lead Contractor, Lead Architect, and Lead Urban Designer, and each of their Affiliates, are prohibited from participating, 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, or (B) commercial bank, arranger, underwriter, placement agent or other potential provider or arranger of financing, 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. The City anticipates that the RFP will prohibit and/or otherwise restrict Shortlisted Proposers' ability to enter into and maintain exclusivity arrangements with (A) monoline insurers, (B) commercial banks, and (C) more than one underwriter.
- c. If a Proposer is not selected as a Shortlisted Proposer, then following public announcement of the identity of the Shortlisted Proposers, the members of each unsuccessful Proposer team will be free to participate on Shortlisted Proposer teams, subject to compliance with the still applicable requirements of this RFQ.

PART D: SOQ SUBMITTAL REQUIREMENTS

19. Delivery Timing and Procedure

19.1 Location and Manner of Delivery

All packages containing the SOQ will be individually labeled with the name of the Proposer and additionally labelled as follows:

[Response to the Request for Qualifications (RFQ) for the National Western Center Triangle Project]

SOQs will be delivered by hand or express mail courier attention to the City's RFQ Procurement Contact at:

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

The City will not accept regular mail, facsimile or email submission of SOQs.

19.2 Timeliness of Delivery

SOQs must be submitted by the SOQ Submittal Deadline. Time is of the essence and any SOQ received after the SOQ Submittal Deadline will be rejected and returned unopened. SOQs will be accepted by the City on weekdays, excluding City holidays, between the hours of 8:00am and 5:00pm up to the SOQ Submittal Deadline. Proposers are solely responsible for assuring that the City receives their SOQs by the SOQ Submittal Deadline. 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.

20. General Requirements for Preparation and Submission

20.1 General

It is the City's expectation that SOQs submitted in response to this RFQ will provide enough information about the requested items so as to allow the City to evaluate the Proposers based on the criteria in this RFQ. Proposers will not electively include in SOQs any information or materials in addition to the information and materials specifically requested in this RFQ. The City expects that SOQs will be developed to address the Project-specific SOQ Submission Requirements. As such, standard corporate brochures, awards, licenses and marketing materials should not be included in a SOQ, although reference can be made to awards and licenses where reasonably relevant or expressly requested. Additionally, all SOQs shall comply with the following:

- a. SOQs 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.
- b. 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 SOQ 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.
- c. 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 SOQ. Proposers should note, however, that the City may, in its discretion, based upon its review of a Proposer's SOQ, 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 a Shortlisted Proposer.
- d. If a Proposer does not include information or materials in its SOQ that are described as "required only if certain circumstances apply" (and such circumstances do not apply) under any of the SOQ submittal requirements, then to facilitate the City's evaluation such Proposer shall include in the relevant section in its SOQ a statement to the following effect: "[Cross referenced requirement of the RFQ] does not apply because [to insert brief explanation]."
- e. Any reference in the SOQ Submission Requirements in this RFQ or in any form to a prior time period (e.g. the past 10 years, the past 12 months, etc.) is to such period ending on the date of this RFQ'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 SOQ containing an untrue statement of a material fact or an omission of a material fact necessary to make the SOQ's contents true and otherwise not misleading.
- f. Except for items identified below as Responsiveness Criteria, qualifications that may not strictly meet the stated objectives in this RFQ will not generally result in a rejection or disqualification of the Proposer. However, the scoring for that particular element of the SOQ may be negatively impacted in the City's discretion.

20.2 Originals and Copies

- a. The SOQ will consist of three (3) volumes.
- b. The Proposer shall submit one (1) original and ten (10) copies of each 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 SOQ 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, with the copies containing financial information to be specifically marked "Financial Information"; and
 - iii. have the Proposer's name and volume number marked on the face and spine.
- d. The original SOQ and each copy may be contained collectively in one or more durable, sealable containers.

20.3 Pages and Numbering

- a. Submittals must be prepared on 8-1/2" x 11" sized white paper, except as otherwise noted in the RFQ. 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, and other drawings, but not for narrative text.
- d. Each printed side will be considered one (1) page and each 11" x 17" will be included in the page count as one (1) 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 (2) pages.
- e. All pages will be sequentially numbered within each volume.

20.4 Signatures

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

20.5 Electronic Copies

- a. In addition to the hard copy SOQ submittals described above, the Proposer shall submit an electronic copy (in USB flash drive format only) of each of:
- i. the SOQ; and
 - ii. the SOQ with confidential information redacted
- in 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 21.
- c. Proposer’s electronic copy of its submission must be appended to Proposer’s original copy of Volume 1.

20.6 Property of the City

Once submitted Deadline the SOQs will become the property of the City and will not be returned to Proposers.

21. Submission Contents and Organization

The Proposer may include a brief transmittal cover letter accompanying its SOQ submittal. Proposers must organize their SOQs in the order outlined in the table below. The detailed requirements for each element of the SOQ are described separately in Sections 24 through 26.

SOQ Section	Required Material	RFQ Reference	Page Limit
n/a (Cover Document)	Cover Letter		2 pages
VOLUME 1	Legal and Administrative Submission		
	Submittal Letter	Section 22.1, Form 2	n/a
	Information Regarding Proposer and Major Participants	Section 22.2, Form 3	n/a
	Conflict of Interest Statements	Section 22.3	n/a
	Legal Disclosures	Section 22.4, Form 4	n/a

SOQ Section	Required Material	RFQ Reference	Page Limit
	Legal Certifications	Section 22.5, Form 5	n/a
	Safety Record	Section 22.6, Form 6	n/a
	Evidence of Prequalification of the Lead Contractor	Section 22.7	n/a
	Electronic .pdf copies of Proposer's submission	Section 20.5	n/a
VOLUME 2	Technical Submission		
n/a (Cover Document)	Executive Summary	Section 23.1	10 pages
Section 1 (Team Background)	Organizational Structure Narrative	Section 23.2.1	2 pages
	Proposer Team Corporate Organizational Chart	Section 23.2.2	1 page (11"x17" permitted)
Section 2 (Project Approach)	Conceptual Approach Narrative	Section 23.3.1	10 pages
	Conceptual Plans	Section 23.3.2	5 pages (11"x17" permitted)
Section 3 (Project Experience)	Project Experience Narrative	Section 23.4.1	10 pages
	Reference Project Experience	Section 23.4.2, Form 7	15 Reference Projects per Proposer team
	Capacity and Availability of each Major Participant	Section 23.4.3	4 pages

SOQ Section	Required Material	RFQ Reference	Page Limit
Section 4 (Key Personnel)	Project Organizational Chart(s)	Section 23.5.1	2 pages (11"x17" permitted)
	Key Personnel Information	Section 23.5.2, Form 8	2 pages for each resume
	Capacity and Availability of Key Personnel	Section 23.5.3	6 pages
	Project Management Approach Narrative	Section 23.5.4	8 pages
Section 5	MWBE, Small Business, Workforce, and Community Partnering and Outreach Narrative	Section 23.6.1	6 pages
	Diversity and Inclusiveness Information Request Form	Section 23.6.2	n/a
VOLUME 3	Financial Submission		
Section 1 (Financial Approach)	Financial Approach Narrative	Section 24.1	10 pages
Section 2 (Financial Statements and Financial Capacity)	Fiscal Year and Auditing Requirements	Section 24.2.1	
	Financial Statements	Section 24.2.3	n/a
	Material Changes in Financial Condition	Section 24.2.5	n/a

SOQ Section	Required Material	RFQ Reference	Page Limit
	Off-Balance Sheet Liabilities	Section 24.2.6	n/a
Section 3 (Support Letters)	Financially Responsible Party Letters of Support	Section 24.3.1	n/a
	Equity Funding Support Letters	Section 24.3.2	n/a
	Equity Funding Surety Letter for the Lead Real Estate Developer	Section 24.3.3	n/a
	Surety Letter	Section 24.3.4	n/a
	Credit Ratings	Section 24.3.5 <u>24.3.4</u> , Form 9	n/a
n/a (Provide Separately)	SOQ Submission Public Statement	Section 25.3	10 pages
n/a (Provide Separately)	Redacted SOQ	Section 25.4	n/a

22. SOQ Requirements for Volume 1 – Legal and Administrative Submission

22.1 Submittal Letter

The Proposer shall provide a Submittal Letter in the form of Form 2. An authorized representative of each Major Participant must countersign the certification set out at the end of Form 2. Signature blocks on Form 2 may be modified to properly reflect the authority of the person signing, although the corresponding certification language must not be altered.

22.2 Information Regarding Proposer

The Proposer shall provide general information regarding the Proposer in the form of Form 3 for each of:

- a. any Infrastructure Equity Member;
- ~~b. the Lead Real Estate Developer;~~

- b. ~~e.~~the Lead Facilities Operator;⁴⁵
- c. ~~d.~~the Lead Contractor;
- d. ~~e.~~the Lead Architect;
- e. ~~f.~~the Lead Urban Designer;
- f. ~~g.~~the Lead Campus Operator;
- g. ~~h.~~the Lead Engineer;
- h. ~~i.~~the Historic Rehabilitation Consultant; and
- i. ~~j.~~any Financially Responsible Parties.

22.3 Conflict of Interest Statements

The Proposer shall provide either:

- a. confirmation of absence of any organizational conflicts of interest and any potential organizational conflict of interest; or
- b. disclosure of any organizational conflicts of interest and any potential organizational conflict of interest not previously reported pursuant to Section 18.1.

22.4 Legal Disclosures

The Proposer shall provide a completed legal disclosure in the form of Form 4. A single form should be completed for the entire Proposer team.

22.5 Legal Certifications

The Proposer shall provide completed legal certifications in the form of Form 5. A form should be completed for each Major Participant that is part of a Proposer team.

22.6 Safety Record

The Proposer shall provide a completed safety record questionnaire in the form of Form 6 for the Lead Contractor only.

⁴⁵ This role may be performed by two entities with differentiated responsibilities (e.g. routine facilities operations and maintenance, and venue marketing, programming, booking, ticketing, and merchandising). If the responsibilities of the Lead Facilities operator are to be performed by two separate entities, each of them will be considered to be Major Participants for purposes of compliance with the requirements of the RFQ and the RFP.

22.7 Prequalification

The Lead Contractor must be prequalified in Category 2A (General Building) at the \$25 million monetary level in accordance with the City’s Rules and Regulations Governing Prequalification of Contractors. Due to the specialized nature and estimated value of this project, the Lead Contractor must also obtain project-specific permission. Applications must be submitted no later than 10 calendar days prior to the SOQ Submittal Deadline and shall be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, Suite 614, Denver, Colorado 80202.⁵⁶

23. SOQ Requirements for Volume 2 – Technical Submission

23.1 Executive Summary

The Proposer shall provide an Executive Summary in the form of a narrative written in a non-technical style, which should contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the key points of Proposer’s SOQ.

23.2 Section 1 – Team Background

23.2.1 Organizational Structure

The Proposer shall provide a brief narrative of its proposed organizational structure for the Project, including an explanation as to:

- a. how Proposer anticipates constructively integrating and effectively utilizing the collective experience of all Major Participants; and
- b. how such structure will facilitate implementation of the Project.

23.2.2 Proposer Team Organizational Chart

The Proposer shall provide a chart depicting the corporate organizational structure of the Project team, depicting the Proposer, each of the Major Participants, and the proposed teaming relationships between each, including:

- a. for each such entity, identification of interim and ultimate parent companies (up to at least the level of Financially Responsible Parties, where relevant); and
- b. for each such entity, percentages of ownership equity holdings by each interim and ultimate parent company (up to at least the level of Financially Responsible Parties, where relevant).

⁵⁶ Additional information on the Regulations Governing Prequalification of Contractors is available here: https://www.denvergov.org/content/dam/denvergov/Portals/705/documents/rules-regulations/PWRR-012.2-Prequalification_of_Construction_Contractors.pdf.

23.3 Section 2 – Project Approach

23.3.1 Conceptual Approach to the Triangle Project

The Proposer shall provide a narrative of its conceptual approach to the Triangle Project, which shall include Proposer’s:

- a. vision for the Triangle, integration of the Public Elements, and how the Proposer’s approach furthers the vision for the NWC Campus outlined in the NWC Master Plan;
- b. vision, plan, and projected schedule for the Public Elements, integration with the broader vision for the Triangle, and how the Proposer’s approach furthers the vision for the NWC Campus outlined in the NWC Master Plan
- c. vision, ~~plan, and projected schedule~~ for Private Development on the Triangle;
- d. approach to programming, operations, and maintenance for the New Arena and Expo Hall;
- e. plan for community outreach and stakeholder engagement;
- f. plan for interface with NWC Campus Phases 1 & 2 construction, WSSA operations, phasing, and concurrent construction on the Triangle site; and
- g. identification and understanding of Project challenges and approach to known challenges.

23.3.2 Conceptual Plans for the Project

The Proposer shall provide conceptual plans for the Triangle Project, including:

- a. a conceptual site plan;
- b. a summary of any proposed design alternatives, including pertinent diagrams, design drawings, or renderings;
- c. ~~anticipated potential~~ Private Development plan and program;
- d. anticipated approach to project development and construction, including construction phasing; and
- e. urban design concept plans.

23.4 Section 3 – Project Experience

23.4.1 Project Experience Narrative

The Proposer shall provide a narrative detailing the prior experience of the Proposer team and the Major Participants. Proposers should emphasize experience that is directly relevant to the Proposer's vision and approach for the Triangle Project, including, but not limited to, demonstrated experience with: arena and expo hall development; horizontal and vertical infrastructure construction; venue programming and operation; operations and maintenance of major public facilities; campus projects; large private development/redevelopment experience; and historic rehabilitations. The Proposer is encouraged to cross-reference experience that is included in the Reference Projects.

23.4.2 Reference Project Experience

The Proposer shall provide information regarding no more than 15 Reference Projects per Proposer team in the form provided in Form 7. The Proposer shall include, at a minimum, one Reference Project per Major Participant. The Reference Projects should include information regarding:

- a. the role of any Major Participant and/or Key Personnel on Reference Projects;
- b. experience of Major Participants working together on Reference Projects; and
- c. experience of Major Participants working collaboratively with municipal government owners.

23.4.3 Capacity and Availability

The Proposer shall provide a narrative description on the capacity and availability of each Major Participant, generally including information regarding:

- a. current and expected workload;
- b. availability of skilled workforce; and
- c. the availability of non-financial resources that may be relevant to the City's evaluation.

23.5 Section 4 – Key Personnel

23.5.1 Project Organizational Chart

The Proposer shall provide an organizational chart identifying Key Personnel and Proposer's (and/or, if different) professional and management structure for the purposes of delivering the Project. Proposer may provide separate organizational charts for the design and construction period and the operation and maintenance period if desired.

23.5.2 Key Personnel Information

The Proposer shall provide a completed Form 8 submission, attaching resumes conforming to the instructions provided in Form 8, and including a list of three references in the form of Annex A to Form 8, for each of:

- a. Project Executive;
- b. Community Engagement and Outreach Manager;
- c. Sustainability Manager;
- ~~d. Project Development Lead for Real Estate Developer;~~
- d. ~~e.~~ Public Facilities Lead Architect;
- e. ~~f.~~ Campus Architect;
- f. ~~g.~~ Construction Manager for Lead Contractor;
- g. ~~h.~~ Quality Manager for Lead Contractor;
- h. ~~i.~~ Health, Safety, Security, and Environmental (HSSE) Manager;
- i. ~~j.~~ Operations Manager for Lead Facilities Operator;⁶⁷
- j. ~~k.~~ Operations Manager for Lead Campus Operator;
- k. ~~l.~~ Design Manager for Lead Engineer; and
- l. ~~m.~~ Workforce Coordinator.

Descriptions applicable to each Key Personnel are included in Form 8.

23.5.3 Capacity and Availability of Key Personnel

The City understands that personnel who possess the qualifications required for this Project are likely fully or mostly committed to other projects today. Through delivery of the following information, the City seeks a realistic assessment of each Key Personnel's current and future expected project assignment and availability, and a realistic comparison to that Key Personnel's expected demand from this Project.

For each of the proposed Key Personnel, the Proposer shall provide:

⁶⁷ See also Form 8. Separate Key Personnel may be provided for the operations and maintenance functions of the New Arena and Expo Hall (the Operations Manager), and the booking, programming, marketing, and ticketing of events for the New Arena and Expo Hall (the Venue Director or equivalent role). If separate individuals are provided, both will be considered Key Personnel for purposes of compliance with the requirements of the RFQ and RFP.

- a. a narrative of current and expected workloads and ability to perform the work;
- b. a list of the Key Personnel's current assignments, current percent commitment to each current assignment, and current percent availability; and
- c. a discussion of any actions or mitigation strategies that the Key Personnel may have to take to meet the percent availability required to fulfill his/her role on this Project.

If the Proposer expects a Key Personnel to rely significantly on a deputy to assist them in fulfilling their role for this Project, the Proposer shall provide the name and brief qualifications of such deputy and provide examples of where the Key Personnel and this particular deputy have successfully delivered similar projects under a similar arrangement.

23.5.4 Project Management Approach

The Proposer shall provide a narrative of its general approach to management and oversight of the Project, which may include:

- a. day-to-day project management and reporting;
- b. schedule and cost management;
- c. resource management;
- d. quality control/assurance;
- e. safety management;
- f. document management; and
- g. risk management.

23.6 Section 5 - MWBE, Small Business, Workforce, Community Partnering, and Diversity

23.6.1 MWBE, Small Business, Workforce, and Community Partnering and Outreach Narrative

The Proposer shall provide a narrative on its and the Major Participants' achievements and past performance regarding:

- a. small and disadvantaged business participation, including whether it has met or exceeded required goals and/or electively implemented any non-required approaches to outreach;
- b. workforce development; and
- c. community partnering and outreach efforts.

23.6.2 Diversity and Inclusiveness Information Request Form

Diversity and inclusiveness are essential components of successful economic development plans and efforts. The Proposer shall provide a completed and signed Form 10, the “Diversity and Inclusiveness in City Solicitations Information Request Form”, for the Lead Contractor. The information provided in Form 10 will provide an opportunity for the Lead Contractor to describe its diversity and inclusiveness practices. The Lead Contractor is not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Lead Contractor’s current practices, if any. Diversity and inclusiveness information provided by the Lead Contractor will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from the Lead Contractor will be included in such reports.

24. SOQ Requirements for Volume 3 – Financial Submission

24.1 Section 1 – Financial Approach

The Proposer shall provide a narrative of its plan to finance the Project, which shall include:

- a. a description of Proposer’s relevant experience executing infrastructure project financings similar to that required for the Public Elements (with an emphasis on the experience of the Infrastructure Equity Member) ~~and real estate financings similar to those required for the Private Development (with an emphasis on the experience of the Lead Real Estate Developer);~~
- b. a detailed summary of key capital cost, operating cost, and operating revenue assumptions underlying the plan of finance for the Public Elements, including a summary of potential areas for value engineering, efficiencies, or other enhancements;
- c. ~~b-~~a description of Proposer’s potential plan of finance for the Public Elements, including: (i) a summary of potential private capital sources, (ii) summary terms and rates for each financial product, and (iii) assumptions regarding upfront payments available to fund development costs for the Public Elements and reduce any required annual payment from the City;
- ~~c.~~ ~~a description of Proposer’s potential plan of finance for the Initial Take Down of the Private Development, including: (i) a summary of potential private capital sources, and (ii) summary terms and rates for each financial product;~~
- d. a list of anticipated timelines to obtain financial commitments and major project financing milestones, ~~including~~ for the Public Elements ~~and the Private Development;~~

- e. identification of key considerations and challenges relevant to financing the Public Elements and proposed solutions (whether innovative or not) to meet these challenges; and
- f. an overview of the Proposer’s approach to compensating the City for the Future Take-Downs related to the Private Development opportunity; ~~and~~, including a description of any innovative concepts to enhance overall financial value to the City and/or align incentives around development schedule, including approaches to collaboration with the City and the Authority around Future Take-Downs and interim land sales.
- ~~g. — estimated timelines for the Private Development for the Initial Take-Down and Future Take-Downs, including (i) a preliminary take-down schedule for the Private Development parcels, including how such take-downs align with timing of construction of the Public Elements; and (ii) anticipated dates of completion for each Private Development parcel to enable the City to estimate the timing of commencement of TIF and metropolitan district revenue generation for each development parcel.~~

24.2 Section 2 – Financial Statements and Financial Capacity

24.2.1 Fiscal Year and Auditing Requirements

The Proposer shall submit audited financial statements for the past three most recently completed fiscal years (or, if such entity has fewer than three completed fiscal years, then for all its completed years, together with a statement that such entity was not in existence for any other fiscal years in respect of which financial statements would otherwise have been required) for each of:

- a. any Infrastructure Equity Member;
- b. the Lead Contractor; and
- c. any Financially Responsible Parties.

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.

24.2.2 Newly Formed Entities

If the Proposer or any Major Participant is (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, Proposers 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.

24.2.3 Financial Statements

Financial statements will include:

- a. opinion letter (auditor's report);
- b. balance sheet;
- c. income statement;
- d. statement of cash flow; and
- e. footnotes.

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

24.2.4 Other Requirements

Financial statements must meet the following requirements:

- a. GAAP/IFRS: Financial statements must be prepared in accordance GAAP or IFRS and indicated as such. If financial statements are prepared in accordance with principles other than GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to GAAP or IFRS. A restatement of the financial information in accordance with GAAP or IFRS is not required.
- b. U.S. Dollars: Financial statements will be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.
- c. English Language: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then translations of all financial statement information must accompany the original financial statement information.
- d. SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements will be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.
- e. Discussion of Negative Net Income: If any of the financial statements indicate that the expenses and losses of an entity exceed its income in any of the fiscal years to which such financial statements relate, Proposers are required to submit an explanation of the measures that have been or will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

24.2.5 Material Changes in Financial Condition

The Proposer shall provide information regarding any material changes in financial condition for each entity (i) for which financial statements are required to be provided under Section 24.2.1, or (ii) for which financial statements are anticipated to be provided for the next reporting period. The information provided will cover the periods for which such financial statements are provided. If no material change has occurred and none is pending, each of these entities will provide a letter from its respective chief executive officer, chief financial officer, or treasurer (or equivalent) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity will provide a statement describing:

- a. such change;
- b. actual and anticipated changes or disruptions in executive management relating to such change;
- c. the likelihood that such change will continue during the proposed period of Project construction;
- d. 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;
- e. how such change is anticipated to affect the organizational and financial capacity and ability of the relevant entity to remain engaged in the procurement described in this RFQ, and to ultimately submit a Proposal and deliver the Project;
- f. 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
- g. 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 changes.

24.2.6 Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, the Proposer shall provide a letter from the chief executive officer, chief financial officer, or treasurer (or equivalent) of the entity or the certified public accountant:

- a. identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate;
or

- b. stating there are no such off-balance sheet liabilities.

24.3 Section 3 – Financially Responsible Party and Equity Support Letters

24.3.1 Financially Responsible Party Letters of Support

A Proposer may identify one or more Financially Responsible Parties in order to demonstrate the financial capacity of any Major Participant (making clear which Major Participant any Financially Responsible Party is “supporting”). If a Proposer identifies one or more Financially Responsible Parties in its SOQ, then it must also submit all information required by this Section 24 of the SOQ Submission Requirements to be submitted in respect of each Financially Responsible Party. This information must include an appropriate letter from the applicable Financially Responsible Party, signed by the chief executive officer, chief financial officer or treasurer (or equivalent) of the Financially Responsible Party, confirming that it will financially support or, as applicable, guarantee all the obligations of the relevant entity with respect to the Project.

24.3.2 Equity Funding Support Letters

- a. The Proposer shall submit an equity support letter for each Infrastructure Equity Member, which shall include:
 - i. confirmation that the Project meets all of the corporate strategy (other than for investment funds) and 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; and
 - ii. an overview of the completed to-date and remaining approval process required to commit to and fund the required equity commitment for the Project.
- b. If the Infrastructure 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:
 - i. the name and ownership structure of the investment fund that will ultimately carry the investment; and
 - ii. supplemental information to the financial statements (as necessary) of the investment fund submitted to positively demonstrate the existence of committed capital capacity for the Project consistent with the likely equity investment amount and the Infrastructure Equity Member’s responsibility to contribute its percentage share of Developer’s equity.
- c. If the Infrastructure 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 (i) where and how the equity commitment will be sourced, (ii) availability or revolving or other credit facilities to fund

investment requirements, and (iii) how competing allocation and capacity issues are considered between several project opportunities that the Infrastructure Equity Member pursues simultaneously.

~~7.3.3 Equity Funding Letter for the Lead Real Estate Developer~~

~~The Proposer shall submit a letter for the Lead Real Estate Developer, which shall be signed by the chief financial officer, the chief executive officer or treasurer (or equivalent), and shall include descriptions of (i) where and how the Lead Real Estate Developer's equity commitments are sourced, (ii) the process for identifying potential investors and obtaining committed development equity, (iii) how competing allocation and capacity issues are considered between several project opportunities that the Lead Real Estate Developer pursues simultaneously, and (iv) the Lead Real Estate Developer's company organizational structure, as it relates to investment decision processes for similar projects.~~

24.3.3 ~~7.3.4~~ Surety Letter

The Proposer shall submit a letter or letters from an Eligible Surety as evidence of Lead Contractor's bonding capacity and ability to secure performance security. Each letter from an Eligible Surety submitted by a Proposer must state that the Lead Contractor is capable of obtaining both a performance bond and a payment bond, each in a minimum aggregate stated amount of at least \$600,000,000, provided that:

- a. if the Lead Contractor is a Joint Venture, limited liability company or other association, separate letters for one or more of the individual Joint Venture members or partners or equity owners are acceptable, as is a single letter covering all members, partners or equity owners; provided that each such letter shall reference the specific dollar figure portion of the total required aggregate amount that the Eligible Surety is indicating it is willing to provide;
- b. any such letter must not indicate unspecified "unlimited" bonding capacity;
- c. each letter shall specifically acknowledge that the Eligible Surety has received and reviewed the relevant terms of this RFQ and evaluated the Lead Contractor's and/or another relevant Person's backlog and work-in-progress in determining its bonding capacity; and
- d. in instances where there has been, or is anticipated that, any material change in the financial condition of an entity, a certification (to be included in each letter) that the Eligible Surety's analysis specifically incorporates a review of the factors surrounding such change(s) and identifying any special conditions which may be imposed before it would be prepared to issue surety bonds in respect of the Project.

24.3.4 ~~7.3.5~~ Credit Ratings

For each entity for which financial statements are provided, the Proposer shall provide credit ratings information in the form of Form 9.

25. Public Records Law Requirements

25.1 Compliance with CORA

RFQ Comments and SOQs are subject to the Colorado Open Records Act (“CORA”). Proposers are encouraged to familiarize themselves with CORA and all other potentially applicable regulations and statutes related to confidentiality and public disclosure.

CORA provides for certain exceptions where information or materials provided to the City may not be produced in response to an open records request. The City will not advise a submitting party as to the nature or content of documents entitled to protection as CORA Exempt Materials or under other applicable laws, as to the interpretation of CORA or such laws, or as to the definition of trade secret or any related concept. The City reserves the right to disagree with a Proposer’s assessment regarding confidentiality or the proprietary nature of CORA Exempt Materials in the interest of complying with CORA or any other applicable law.

The City intends to limit sharing of information to other entities and individuals that have executed non-disclosure agreements in order to avoid disclosure, to the extent possible, of such information and materials under CORA.

25.2 Commitment to Transparency

The City reserves the right to disclose or publicly release any information and materials submitted by Proposers other than any CORA Exempt Materials.

25.3 SOQ Submission Public Statement

The Proposer shall include in its SOQ a statement suitable for release to the public by the City at any time following the SOQ Submittal Deadline (the “SOQ Submission Public Statement”), which statement shall:

- a. identify the Major Participants;
- b. briefly describe the Proposer’s vision for, and conceptual approach to, the Triangle Project, including (A) each of the Public Elements, (B) Private Development, (C) how the Proposer’s approach furthers the vision for the NWC Campus, and (D) other key elements of the Proposer’s response to Section 22.3 of the RFQ.
- c. briefly describe Proposer’s relevant experience;
- d. briefly describe the Proposer’s approach with respect to MWBE, small business, workforce, and community partnering and outreach; and
- e. indicate why Proposer has submitted the SOQ.

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.

25.4 Preparation and Release of Redacted SOQ

25.4.1 Redacted SOQ Format

Any Proposer that submits an SOQ containing any CORA Exempt Materials must prepare and submit one digital copy and two physical copies of a redacted version of the SOQ. This redacted version must be identical to the SOQ other than redactions that only exclude CORA Exempt Materials.

The Redacted SOQ will include a fourth volume of the SOQ (divided into sub-volumes, as needed) which will include:

- a. as the first page, an index of such information (the “Confidential Contents Index”) in the form of Annex B of the Submittal Letter (Form 2); and
- b. the redacted contents from each of Volumes 1 through 3, with each redaction containing a footnote cross reference to the corresponding entry in the Confidential Contents Index.

The City may review each Redacted SOQ for compliance with CORA, provided that the results of such review shall not constitute a definitive determination as to whether the Redacted SOQ (and, consequently, the designations in the Confidential Contents Index) complies with CORA and other applicable laws.

25.4.2 CORA Requests

The City will notify a Proposer if either (i) 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 (ii) any City denial of such request is challenged, so that such Proposer may take any action it deems necessary to defend the challenge. The relevant Proposer, not the City, will 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. In connection with this obligation, such Proposer shall:

- a. use its best efforts to assist the City in such defense;
- b. indemnify the City for any costs and expenses incurred by them in such defense; and
- c. at the City’s request, intervene in any such defense at its own cost and expense.

26. Stipends and Payment for Work Product

The City intends to offer a stipend to each unsuccessful Shortlisted Proposer that submits a Proposal that is determined, in accordance with the RFP, to be compliant with the RFP requirements; and that, in



consideration of the payment of the stipend, grants to the City the right to use elements of such unsuccessful Shortlisted Proposer's work product as contained in its Proposal for the public benefit. The amount of such stipend, and any other terms and conditions applicable to the payment thereof, will be stated in the RFP.

There will be no stipend for Proposers for preparing and submitting a response to the RFQ.

PART E: EVALUATION PROCESS AND CRITERIA

27. Overview of Evaluation Process

27.1 Description of Evaluation Process

The City anticipates using a two-stage process to evaluate SOQs. One stage of the evaluation process will consist of the responsiveness evaluation of each SOQ. A “failure” on any one of the Responsiveness Criteria will result in the City not evaluating the relevant SOQ any further. Subject to the City’s reservation of rights under Section 39, a Proposer shall be required to obtain a “pass” (defined as having fully complied with a criterion) on all Pass/Fail Criteria in order for it to be eligible to be selected by the City as a Shortlisted Proposer.

The second stage of the evaluation process will consist of the Substantive Evaluation of each SOQ in accordance with Section 30.

27.2 City’s Rights During Evaluation Process

- a. The City anticipates using one or more evaluation committees representing different skillsets, knowledge, and experience to review and evaluate the SOQs in accordance with the above criteria. The evaluation committees may include members of the Authority and other City partners in the City’s discretion.
- b. At various times during the deliberations, the City may request written clarification or additional information from a Proposer or may request that the Proposer verify or certify certain aspects of its SOQ. The scope, length, and topics to be addressed in any such clarification response will be prescribed by, and subject to, the discretion of the City.
- c. Interviews are not anticipated at this time. The City reserves the right to schedule interviews with Proposers on a one-on-one basis for the purpose of enhancing the City’s understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs.
- d. Evaluations of SOQs are subject to the sole discretion of the City and its staff, with assistance from such professional and other advisors as the City may designate.
- e. The City may 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. At the conclusion of this evaluation process, Proposers may be required to submit written confirmation of any new information and clarifications. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

- g. The City may, in its discretion, based upon its review of a Proposer's SOQ, or Proposer's form of organization, require the addition of an acceptable Financially Responsible Party in respect of a Major Participant as a condition precedent to a Proposer being selected as a Shortlisted Proposer. The City's consideration for approval of any Financially Responsible Party identified by a Proposer in response to such a condition will be contingent upon Proposer's submission of all information and materials that otherwise would have been required to be included under the SOQ Submission Requirements with respect to such an entity.

27.3 Exercise of Discretion in Evaluation Process

- a. Evaluation and scoring of SOQs and ranking of Proposers are subject to the discretion of the City. The City retains discretion to select Shortlisted Proposers based on its assessment of the best interests of the Project, its stakeholders, and the City.
- b. Proposers should note that, unless expressly permitted by this RFQ (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 (i) a "fail" as part of the Responsiveness Criteria; (ii) disqualification of a Proposer or a relevant Major Participant from the procurement process; and/or (iii) a relatively lower score under the Substantive Evaluation.

27.4 RFP Process and Evaluation

Shortlisted Proposers are advised that the evaluation criteria and weightings for the evaluation of the proposals will differ from the criteria in this RFQ to evaluate SOQs. In addition, the scores and evaluation of the SOQs will not carry over or be used in any way in the evaluation of the Proposals.

28. Responsiveness Evaluation

The "Responsiveness Criteria" are summarized in the table below.

No.	Responsiveness Criteria	RFQ Sec. Ref.
(1)	SOQ submitted at the SOQ Submission Location on or before the SOQ Submittal Deadline.	Section 19.1
(2)	SOQ is deemed to comply with each of the Pass/Fail Criteria set out in Annex A of the Submittal Letter, as independently verified by the City.	Annex A to the Form of Submittal Letter

No.	Responsiveness Criteria	RFQ Sec. Ref.
(3)	Proposer submitted a completed and signed “Diversity and Inclusiveness in City Solicitations Information Request Form” for the Lead Contractor in the form provided in Form 10.	Section 23.6.2
(4)	SOQ 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 27.3b
(5)	Proposer has submitted a letter or letters from an Eligible Surety satisfying each of the requirements set forth in Section 24.3.4 24.3.3	Section 24.3.4 24.3.3

29. Responsiveness Evaluation Process

29.1 Pass/Fail Criteria

Each SOQ received by the SOQ Submittal Deadline will first be reviewed for (i) satisfaction of each of the submission requirements in this RFQ; and (ii) conformance to the RFQ instructions regarding organization and format. SOQs must be deemed by the City to “pass” each of the Pass/Fail Criteria set out in Annex A of the 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 Substantive Evaluation.

29.2 Responsiveness

Those SOQs not satisfying each of the Responsiveness Criteria will be excluded from further consideration and the Proposer will be so notified.

30. Substantive Evaluation Criteria

The City’s Substantive Evaluation and scoring of the SOQs will be conducted with reference to the “Substantive Evaluation Criteria” listed in the table below. For purposes of these Substantive Evaluation Criteria, (i) although individual criteria may state that the evaluation will be based on a specific part of the Proposer’s SOQ, such evaluation may also take into account any relevant information that forms a part of the Proposer’s SOQ; and (ii) evaluation criteria are not necessarily listed in order of priority or importance.

30.1 Technical Criteria (75 points out of 100)

30.1.1 Organization, Structure, Experience, and Performance (50 points out of 75)

The City will award up to a maximum of 50 points to a Proposer based on the qualitative evaluation of, primarily, Proposer’s Volume 1 Legal and Administrative Submission and Sections 1, 3, 4, and 5 of Proposer’s Volume 2 Technical Submission. The City will consider the following criteria when conducting such evaluation and scoring:

<u>Substantive Evaluation Criteria</u>	<u>Maximum Points</u>
a. Proposer’s likelihood of success in delivering the Project based on: <ul style="list-style-type: none"> i. its management, organization and structure; ii. its approach to project management and reporting; schedule and cost management; commitment to quality control; safety; and risk management; iii. prior Demonstrated Performance of Major Participants and/or Key Personnel working together; iv. prior Demonstrated Performance working collaboratively with multiple stakeholders, including municipal governments and communities; and/or v. prior Demonstrated Performance working in partnership with the project owner, including claims history and/or disputes on prior projects. 	15 points out of 50
b. The extent and relevance of the prior Demonstrated Performance of the Proposer, Major Participants, and Key Personnel based on:	33 points out of 50
i. design and construction experience, where such experience may include any or all of: <ul style="list-style-type: none"> A. arena and/or expo hall development; B. other major public facility development; C. real estate development/redevelopment experience; D. horizontal infrastructure design and construction; E. architectural and urban design experience; F. historic rehabilitation; and/or G. Public Market design and construction experience; 	15 points out of 35 <u>33</u>
ii. operations and maintenance experience, where such experience may include any or all of: <ul style="list-style-type: none"> A. arena and expo hall operations and maintenance; 	10 points out of 35 <u>33</u>

<u>Substantive Evaluation Criteria</u>	<u>Maximum Points</u>
B. arena event marketing, programming, and management; C. campus operations and maintenance; and/or D. general public facilities operations and management experience; and	
iii. community, workforce, subcontractor, and stakeholder engagement, where: A. with respect to community and stakeholder engagement activities, such experience may include any or all of: I. real estate development, community outreach, and development of placemaking through a community process; and/or II. development of affordable housing; B. with respect to achievement of goals relating to workforce and subcontractor engagement activities, such experience may include any or all of: I. job creation or workforce development programs, partnerships with local community organizations, and/or apprenticeship programs; II. history of compliance with requirements relating to the participation of disadvantaged businesses, small businesses ,and/or other business that are subject to equivalent programs; and III. the qualifications and experience of the proposed Workforce Coordinator.	8 points out of 35 <u>33</u>
c. The extent to which the Lead Contractor’s completed Form 10 demonstrates a commitment to diversity and inclusiveness.	2 points out of 50

30.1.2 Technical Approach to the Project (25 points out of 75)

The City will award up to a maximum of 25 points to a Proposer based on the qualitative evaluation of, primarily, Section 2 of Proposer’s Volume 2 Technical Submission on Project

Approach. The City will consider the following criteria when conducting such evaluation and scoring:

<u>Substantive Evaluation Criteria</u>	<u>Maximum Points</u>
a. the extent to which Proposer’s vision for the Triangle Project demonstrates an understanding of and commitment to the Project goals, the NWC mission, and creating an entertainment, education, and agribusiness center at the NWC Campus; and	15 points out of 25
b. the extent to which Proposer’s approach to each phase of the Project demonstrates an understanding of the key goals, challenges, and risks of the Project and a sound approach to addressing such goals, challenges, and risks.	10 points out of 25

30.2 Financial Criteria (25 points out of 100)

30.2.1 Financial Qualifications and Capacity (10 points out of 25)

The City will award up to a maximum of 10 points to a Proposer based on the City’s qualitative evaluation of, primarily, Sections 2 and 3 of Proposer’s Volume 3 Financial Submission. When conducting such evaluation and scoring, the City will consider the following criterion:

<u>Substantive Evaluation Criteria</u>	<u>Maximum Points</u>
a. the financial capacity and robustness of Proposer and the Major Participants.	10 points out of 25

30.2.2 Financial Approach to Project (15 points out of 25)

The City will award up to a maximum of 15 points to a Proposer based on the City’s qualitative evaluation of Proposer’s statement of financial approach submitted in Section 1 of Proposer’s Volume 3 Financial Submission. The City will consider the following criteria when conducting such evaluation and scoring:

<u>Substantive Evaluation Criteria</u>	<u>Maximum Points</u>
a. the extent to which such approach presents a clear plan of finance including reasonable underlying assumptions	15 points out of 25

<u>Substantive Evaluation Criteria</u>	<u>Maximum Points</u>
<p>for both the Public Elements and Private Development and identifies key financing issues that are specific to the Project;</p> <p>b. the extent to which such approach suggests adequate and, as appropriate, innovative approaches to address key financing issues in a manner consistent with the needs of the Project as anticipated by the RFQ;</p> <p>c. the extent to which Proposer identifies key project funding and financing challenges and corresponding mitigations and/or innovations to reduce direct or indirect financial contributions from and financial risk to the City;</p> <p>d. the extent to which Proposer’s schedule for and approach to Private Development reduces direct or indirect financial contributions from the City; and</p> <p>e. the extent to which Proposer’s infrastructure project financing experience is relevant and demonstrates a high likelihood of successfully financing the Public Elements, including:</p> <ul style="list-style-type: none"> i. financing against availability payment or similar contracted public payments subject to annual appropriation and/or budget processes; and ii. real estate value capture financing. 	

31. Substantive Evaluation Process

Subject to the City’s reservation of rights under Section 39, the City will substantively evaluate each SOQ by considering the merits of the Proposer’s overall qualifications, experience, and approach by reference to the Substantive Evaluation Criteria.

This evaluation will conclude with a scoring process. Under this scoring process the City may award an aggregate maximum of 100 points to any SOQ, with the maximum number of points that may be awarded in relation to any subcriteria within the Substantive Evaluation Criteria being as set out against such subcriteria in Section 30.

32. Shortlisting

Subject to the City’s reservation of rights under Section 39, the City anticipates selecting as Shortlisted Proposers no more than four (4) Proposers that submitted SOQs that (i) have satisfied all Responsiveness Criteria; and (ii) are determined to have received the highest aggregate scores.



The City will make the final determinations of the Shortlisted Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project. Each Proposer will be notified in writing whether or not it has been selected for the shortlist.

PART F: ADDITIONAL PROCUREMENT RULES

33. Debriefings

33.1 Availability of Debriefings

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not shortlisted may request a debriefing within ten (10) days of notification of shortlisting. Debriefings will be provided at the City’s earliest feasible time. The debriefing will be conducted by a procurement official familiar with the rationale for the shortlist decision.

33.2 Content of Debriefings

Debriefings will be limited to discussion of the unsuccessful Proposer’s SOQ and may not include specific discussion of a competing SOQ nor disclose or discuss any confidential information relating to any other Proposer or its SOQ. Debriefings will generally be factual, consistent with the evaluation of the unsuccessful Proposer’s SOQ, and will provide information on areas in which the unsuccessful Proposer’s SOQ had strengths, weaknesses, or deficiencies. Debriefings may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

34. Changes in Proposer Organization

34.1 General Restrictions on Organizational Changes

No Proposer will, at any time from the SOQ Submittal Deadline to the date of the public announcement of the identity of the Shortlisted Proposers, undertake any of the following (each an “Organizational Change”):

- a. add, delete, or substitute a Major Participant, Key Personnel, or other Persons specifically identified in its SOQ as being part of its team;
- b. 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 are described in its SOQ; or
- c. otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in its SOQ inaccurate or incomplete.

34.2 Organizational Changes for Shortlisted Proposers

Shortlisted Proposers may make Organizational Changes with the City’s consent, to be given in the City’s discretion. As a condition to making any such Organizational Change, a Shortlisted Proposer must submit to the City a description of the proposed change and any relevant documentation related to the change.

While the City reserves the right to withhold its consent to any Organizational Change in its discretion, the City expects that it will base its decision as to whether to accept a proposed Organizational Change on whether the proposed Organizational Change would:

- a. render the Proposer materially different from or less qualified than the Proposer originally selected as a Shortlisted Proposer;
- b. result in any actual or potential organizational conflict of interest;
- c. cause the Shortlisted Proposer to be in violation of another provision of this RFQ; and/or
- d. any other factors that the City considers relevant or material.

35. City Standard Requirements

36. Indemnification

The Project Agreement will contain language consistent with the City's standard indemnification provision, providing that the City will not have any obligation to indemnify the Developer and that to the fullest extent permitted by law, the Developer will to defend, indemnify, reimburse, and hold harmless the City. The City's standard indemnification provision is included in Exhibit D of Part H.

37. Disqualification for Non-Compliance

Any violation by any Proposer or other Person (including any Major Participant or Key Personnel) of, or failure to comply with, any of the Procurement Rules may, in the City's discretion, result in the relevant (a) Proposer, (b) Person, and/or (c) Proposer with which such Person is affiliated, being disqualified from further participation in the procurement or the Project.

38. Disclaimer of Reliance on Project Information

The City does not make (nor shall be deemed to have made) any representation, warranty, or guarantee as to the accuracy, completeness, utility, or relevance of any Reference Document or information on third party websites, referred to in the RFQ, or otherwise made available by the City. Proposers shall not be entitled to rely, and shall be deemed not to have relied, on any such Project information and Proposers shall be sole responsible or liable for any lack of accuracy, completeness, utility, or relevance of, or for any interpretations of or conclusions drawn from, any Project information.

39. Reserved Rights

39.1 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, including in any legal action.

39.2 The City's Reserved Rights

In connection with the procurement described in this RFQ, the City reserves to itself any and all of the rights set out in this Section 39.2 and any other rights available to it under applicable law (any of which rights will be exercisable by the City in its sole discretion, with or without cause and with or without notice). The rights referred to in the preceding sentence include the right to:

- a. modify the procurement process described in this RFQ (including as previously modified in accordance with this Section 39.2) to address:
 - i. applicable law; or
 - ii. the best interests of the City.
- b. in reviewing and/or evaluating SOQs:
 - i. terminate evaluation of SOQs received at any time;
 - ii. waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a SOQ that it could otherwise have determined to have failed to satisfy any of the Pass/Fail Criteria, or permit clarifications or additional information to be submitted with respect to a SOQ;
 - iii. make independent calculations with respect to numbers and calculations submitted in a SOQ for purposes of its evaluation; and/or
 - iv. seek or obtain data from any source that has the potential to improve the City's understanding and evaluation of a SOQ.
- c. take such steps as appear to be appropriate to it under the circumstances, including:
 - i. modifying any element of this RFQ;
 - ii. seeking additional or updated SOQs;
 - iii. seeking information or clarifications from other Proposers; or
 - iv. suspend or terminate this procurement at any time.
- d. in otherwise conducting the procurement process under this RFQ and any RFP:
 - i. modify any and all dates set in this RFQ and in any RFP;
 - ii. add or delete Proposer responsibilities from the information contained in this RFQ or any RFP;

- iii. reject any and all submittals, responses, SOQs and Proposals received at any time;
 - iv. not select any Proposer as a Shortlisted Proposer;
 - v. add as a Shortlisted Proposer any Proposer that submitted a SOQ in order to replace a previously selected Shortlisted Proposer that withdraws or is disqualified from participation in this procurement;
 - vi. engage in negotiations with the highest-ranked Shortlisted Proposer or with any other Shortlisted Proposer;
 - vii. negotiate with a Shortlisted Proposer without being bound by any provision in its SOQ or subsequent Proposal; and/or
 - viii. disqualify any Proposer or any Shortlisted Proposer from the procurement process that changes its submittal after the SOQ Submittal Deadline without approval or that violates any rule or requirement of the procurement specified in (A) this RFQ, (B) the RFP, (C) any other communication from the City, or (D) applicable law.
- e. procure and develop the Project, including any portion thereof, in any manner that it deems necessary, including the right to:
- i. modify the scope, structure, schedule, and/or specific terms of, or cancel, this RFQ or any subsequent RFP 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 that the RFP expressly provides for a payment to a Shortlisted Proposer for work product;
 - ii. modify the scope of the Project or the Work during the procurement process;
 - iii. issue addenda, supplements and modifications to this RFQ or the RFP;
 - iv. issue a new request for qualifications or request for proposals after cancellation of this RFQ or the RFP;
 - v. not issue an RFP;
 - vi. elect not to commence or continue Project Agreement negotiations with the then Preferred Proposer or any other Shortlisted Proposer, and/or suspend or terminate Project Agreement negotiations at any time; and/or
 - vii. develop some or all of the Project itself or through another state or local governmental entity.

39.3 No Commitment or Liability

This RFQ does not commit or bind the City to enter into a contract or proceed with the procurement described in this RFQ. The City does not assume any obligations, responsibilities and 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 this RFQ or any subsequent RFP and all such costs will be borne solely by the Proposer, except to the extent that the RFP expressly provides for the payment of a payment for work product to a Shortlisted Proposer.

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 that the RFP expressly provides for a payment to a Shortlisted Proposer for work product, until such time (if at all) 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 therein.

PART G: DEFINITIONS AND RULES OF INTERPRETATION

40. 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 RFQ.

“1909 Building” has the meaning given to it in Section 6.3.

“ADA” means the Americans with Disabilities Act.

“Affiliate” means in relation to any Person:

- (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;
- (d) any Financially Responsible Party for that Person; or
- (e) only with respect to the use of the term “Affiliate” in Forms 4 (Legal Disclosures) and 5 (Legal Certifications), any Joint Venture involving such Person and the Joint Venture’s members or partners (but only as to activities of such members or partners in their roles as members or partners of such Joint Venture),

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.

“AMI” has the meaning given to it in Section a.

“Authority” has the meaning given to it in Section 1.

“CMP-NWC” has the meaning given to it in Section 7.2.

“City” has the meaning given to it in Section 1.

“Coors Tavern” has the meaning given to it in Section 6.4.2.

“Confidential Contents Index” has the meaning given to it in Section 25.4.1.

“CORA” has the meaning given to it in Section 25.1.

“CORA Exempt Materials” means any trade secrets, privileged information and confidential commercial, financial, geological or geophysical data exempt from public disclosure under § 24-72-204(3)(a)(IV), C.R.S.

“CSU” has the meaning given to it in Section 2.1.

“Demonstrated Performance” means, for purposes of the Substantive Evaluation Criteria, the record of past legal, financial, commercial, technical, workforce, safety, community, or other positive or negative performance of Proposer, including of Major Participants and Key Personnel, which the City has required to be documented through the submission of information documenting past performance in accordance with the SOQ Submission Requirements.

“Denver Coliseum Parking Lots” means the parking lots generally west of the existing Denver Coliseum structure as depicted in the Site Plan.

“Developer” means a special-purpose project company to be established by the Preferred Proposer to enter into the Project Agreement with the City for the purpose of undertaking all Work for the Project, including the Public Elements and the Private Development.

“DPS Site” has the meaning given to it in Section 9.4.

“Eligible Surety” means a bonding surety:

- (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:
 - (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.

“Equestrian Center” means the facility identified as such on the Site Plan.

“Events Center” means the facility identified as such on the Site Plan.

“Expo Hall” has the meaning given to it in Section 6.2.

“Financial Submission” means the SOQ requirements for Volume 3 set out in Section 24.

“Financially Responsible Party” means each parent company or other entity (in either case, if any) that provides a letter of support in accordance with Section 3 of the Volume 3 Financial Submission requirements as set forth in Section 24.3.1. Each Financially Responsible Party is a Major Participant.

“Framework Agreement” has the meaning given to it in Section 2.3.

“Fuller Drug Store” has the meaning given to it in Section 6.4.2.

“Future Take-Down” has the meaning given to it in Section 12.12.3.

“GAAP” means Generally Accepted Accounting Principles in the US as in effect from time to time.

“Hall of Education” means the facility identified as such on the Site Plan.

“Historic 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.

“Information Barriers” 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, this RFQ or any 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.

“Infrastructure Equity Member” means one or more members of the Proposer team that will contribute equity (directly or indirectly) to Developer as part of the financing of the Public Elements. Each Infrastructure Equity Member is a Major Participant.

“IFRS” means international financial reporting standards.

“Initial Take-Down” has the meaning given to it in Section 12.12.3.

“Joint Venture” means a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose.

“Key Personnel” means the individuals identified by the Proposer to fill the various roles listed in Form 8 as identified by the Proposer in its SOQ, subject to adjustment through an Organizational Change in accordance with this RFQ.

“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 Facilities Operator” 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 of the New Arena and Expo Hall.

- (a) 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.
- (b) If this role will be performed by two entities with differentiated responsibilities (e.g. if the facilities operations and maintenance and venue marketing, programming, booking, ticketing, and merchandising roles are to be performed by two separate entities), each of them will be considered to be Major Participants for purposes of compliance with the requirements of the RFQ and the RFP.

~~“Lead Real Estate Developer” means the entity that will be primarily and directly responsible for the real estate development of 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 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. The Campus Architect may be, but is not required to be, an employee of the Lead Urban Designer.

“Legal and Administrative Submission” means the SOQ requirements for Volume 1 set out in Section 22.

“Lindquist Cottage” has the meaning given to it in Section 6.4.2.

“Major Participants” 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.

“Mayor” means the Mayor of the City.

“Mueller Bungalow” has the meaning given to it in Section 6.4.2.

“Mueller Saloon” has the meaning given to it in Section 6.4.2.

“MWBE” means a Minority Women Business Enterprise.

“National Western Stock Show” has the meaning given to it in Section 2.1.

“New Arena” has the meaning given to it in Section 6.1.

“NWC” has the meaning given to it in Section 1.

“NWCO” has the meaning given to it in Section 2.1.

“NWC Campus” has the meaning given to it in Section 1.

“NWC Campus Design Standards and Guidelines” are included in the Reference Documents.

“NWC Campus-Wide Services” has the meaning given to it in Section 11.2.

“NWC Master Plan” has the meaning given to it in Section 2.1.

“Official Representative” has the meaning given to it in Section 15.4.

“Organizational Change” has the meaning given to it in Section 34.1.

“Pass/Fail Criteria” has the meaning given to it in Section 29.1.

“PBI Office” has the meaning given to it in Section 3.

“Person” has the meaning given to it in Section 3.

“Phases 1 & 2” means the existing phases of the capital build program for expansion of the NWC as set forth in the NWC Master Plan.

“Phases 3-8” means the phases of the NWC Master Plan following Phases 1 & 2 and consisting of the development of the Triangle.

“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.

“Private Development” has the meaning given to it in Section 1.

“Procurement Rules” means the requirements outlined in Part C, Part D, and Part F.

“Procurement Schedule” has the meaning given to it in Section 4.

“Project” or “Triangle Project” has the meaning given to it in Section 1.

“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.

“Proposal” means a binding proposal to be submitted by a Shortlisted Proposer in accordance with the RFP.

“Proposer” means a firm, joint-venture, partnership, or corporation formed for the purpose of responding to this RFQ.

“Public Elements” has the meaning given to it in Section 1.

“Public Market” 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.

“Redacted SOQ” means a redacted version of a SOQ submitted by a Proposer for public disclosure as set forth in Section 25.4.1.

“Reference Documents” means those documents listed in Exhibit E of Part H and located at <https://drive.google.com/drive/folders/16PciXoAldx0h69HdnSgZzT-p8yBu54ul?ths=true>, which are being provided by the City to assist Proposers in their due diligence, and which do not constitute:

- (a) materials on which Proposers or a Major Participant may rely, except as expressly provided for in the RFQ or RFP; or
- (b) a complete compendium of information available about the Project, site conditions, laws, or funding requirements applicable to the Project.

“Reference Project” means a project for which a Proposer submit a Form 7 (Reference Project Experience) as set forth in Part I.

“Responsiveness Criteria” has the meaning given to it in Section 28

“Restricted Contact Period” has the meaning given to it in Section 14.1.

“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 given to it in Section 3.

“RFQ” has the meaning given to it in Section 1.

“RFQ Comments” has the meaning given to it in Section 15.1.

“RFQ Comment Deadline” has the meaning given to it in the Procurement Schedule as set forth in Section 4.

“RFQ Procurement Contact” has the meaning given to it in Section 14.2.

“RTD” means the Regional Transportation District.

“RTD NWC Station” means the RTD station at 48th and Brighton.

“Shortlisted Proposer” means a Proposer selected by the City as eligible to respond to a RFP.

“Site Plan” means Exhibit A of Part H of this RFQ.

“SOQ” means a statement of qualifications submitted by a Proposer in accordance with Part D; for the City’s evaluation in accordance with Part E.

“SOQ Submittal Deadline” has the meaning given to it in the Procurement Schedule as set forth in Section 4.

“SOQ Submission Public Statement” has the meaning given to it in Section 25.3.

“SOQ Submission Requirements” means the Legal and Administrative Submission requirements, the Technical Submission Requirements, and the Financial Submission Requirements.

“State” means the State of Colorado.

“Submittal Letter” means the letter submitted by a Proposer as Form 2 in accordance with Section 22.1.

“Substantive Evaluation” means the evaluation and scoring of SOQs to be conducted by the City in accordance with Section 31.

“Substantive Evaluation Criteria” has the meaning given to it in Section 30.

“Technical Submission” means the SOQ requirements for Volume 2 set out in Section 23.

“TIF” has the meaning given to it in Section 12.3

“Town Marshall’s Duplex” has the meaning given to it in Section 6.4.2.

“Triangle” has the meaning given to it in Section 1.

“Work” means the work, services, and performance of all obligations to be undertaken or provided by the Developer pursuant to the Project Agreement.

“WSSA” has the meaning given to it in Section 2.1.

41. Rules of Interpretation

In this RFQ:

- a. the singular includes the plural and vice versa;
- b. the headings are inserted for convenience only and shall not affect interpretation of this RFQ;
- c. a reference to any Section, Part, Form or Annex:
 - i. within this RFQ, is a reference to such Section, Part, Form or Annex of or to this RFQ; and
 - ii. within a Form, is to a Section or Annex of or to that Form,
 - iii. in each case except where expressly stated to the contrary;
- d. when there are references with 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 shall not, and shall not be deemed to, limit the generality of those general words;
- e. except as otherwise expressly provided in this RFQ, words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings;
- f. except as otherwise expressly provided in this RFQ, all terms of an accounting or financial nature shall be construed in accordance with GAAP;
- g. any reference to any law, enactment, order, regulation or other similar instrument shall be construed as a reference to the law, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted; and

- h. any reference to the City’s “discretion” means the City its sole and absolute discretion in regards 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.

PART H: EXHIBITS

Exhibit A – Triangle Site Plan



Exhibit B – Triangle Available Land



Exhibit C – Workforce Plan

The RFP will require Shortlisted Proposers to submit a proposed Workforce Plan with their technical proposals. The Workforce Plan will be reviewed by a separate committee of subject matter experts who will provide feedback to the voting members of the selection committee. The quality of the Workforce Plan will be scored as part of the RFP. The RFP will provide additional details on the requirements for the Workforce Plan, however, the City anticipates that the Preferred Proposer will be required to:

- a. acknowledge their commitment to coordinate and interface with WORKNOW and City employment services;
- b. identify specific additional actions the Developer will take to increase awareness of employment opportunities including use of WORKNOW;
- c. describe how the Developer will report its progress towards meeting specific goals, consistent with the objectives of the Pilot Workforce Program, including providing data on outreach, training, job opportunities, and the employment of people in targeted areas and targeted categories. Targeted categories will include: veterans, formerly incarcerated individuals, TANF recipients, individuals with a history of homelessness, individuals exiting the foster care system, and graduates of pre-apprentice programs. Targeted areas are economically disadvantaged areas that will be identified by zip code;
- d. describe how the Developer will meet apprenticeship requirements. Failure to exercise good faith efforts to meet or exceed the overall apprenticeship requirement will result in a reduction of payment to the Developer, which will be capped. The Developer's payments will not be reduced if it negotiates, and the City approves, a compliance plan. Apprenticeship requirements will include:
 - i. an overall apprenticeship requirement which necessitates that fifteen percent (15%) of construction hours, for all Public Elements, be performed by apprentices in registered apprenticeship programs;
 - ii. a requirement that twenty-five percent (25%) of the overall apprenticeship requirement, met by Colorado residents, be performed by apprentices in registered apprenticeship programs who reside in targeted areas or that are from targeted populations; and
 - iii. a requirement that twenty-five percent (25%) of the overall apprenticeship requirement be performed by first year apprentices in registered apprenticeship programs; and
- e. include an innovation requirement encompassing the NWC's pioneering spirit to foster innovation, entrepreneurship, independence, and ingenuity. The Developer will be required to identify specific actions it will take to meaningfully engage and activate the

community to improve the quality of life and integrate with adjacent communities. Strategies could include but are not limited to:

- i. investments in the agreement that benefits community;
- ii. hiring Denver residents or those in targeted categories;
- iii. staff-focused strategies such as bolstering on-site bilingual support, providing childcare options, or investing in transportation or parking solutions; and
- iv. other strategies for maximizing the benefit of the Triangle to the adjoining neighborhoods, workforce development, and local businesses, providing opportunities for local firms and residents to engage in the work.

A final Workforce Plan will be negotiated with the Office of Economic Development and City's Program Manager prior to acceptance. City approval of the Workforce Plan and compliance with that approved plan will be a requirement of the Project Agreement.

Exhibit D – City Standard Indemnification Provision

The City’s standard indemnification provision, which will be included in the Project Agreement, is as follows:

- a. To the fullest extent permitted by law, the Developer agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Developer or the Developer’s agents, representatives, subcontractors, or suppliers (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- b. The Developer’s obligation to defend and indemnify may be determined after the Developer’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. The Developer’s duty to defend and indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if the Developer is not named as a defendant.
- c. The Developer will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.
- d. Insurance coverage requirements specified in this Project Agreement shall in no way lessen or limit the liability of the Developer under the terms of this indemnification obligation. The Developer shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- e. This defense and indemnification obligation shall survive the expiration or termination of this Project Agreement.

Exhibit E – List of Reference Documents

1. 1909 - Building Historic Structure Assessment, January 2019 (NWC - 1909 Building 2019-01-11 - HSA FINAL.pdf)
2. 1909 - Draft Business Plan National Western Center, February 8, 2019 (NWC - 1909 Building 2019-02-08- Bus Plan FINAL DRAFT.pdf)
3. 1909 - Final Draft Market Feasibility Study National Western Center, February 8, 2019 (NWC - 1909 Building 2019-02-08 - Feasibility Study FINAL DRAFT.pdf)
4. 1909 - Structure for Preservation Designation Application, City and County of Denver, February 12, 2016 (NWC - 1909 Building Landmark Application.pdf)
5. 1910 - Appendix B: Public Outreach Materials for Final Draft Market Feasibility Study National Western Center, February 8, 2019 (NWC - 1909 Building 2019-02-08 - Feasibility Study FINAL DRAFT.pdf)
6. 4701 Demolition Image 1 (4701 Demo 1.jpg)
7. 4702 Demolition Image 2 (4701 Demo 2.jpg)
8. 4703 Demolition Image 3 (4701 Demo 3.jpg)
9. 47th and Baldwin Cultural Resources, National Western Center (NWC_Cultural_Property_Information_Rev07.pdf)
10. Arena & Expo Hall Design Brief, National Western Center, January 24, 2019 (2019-01-24 NWC Brief DRAFT v.04.pdf)
11. Denver NCW Placemaking - Market Analysis, HR&A Advisors, August 13, 2018 (HR&A Market Analysis and Considerations Memorandum FINAL 8.13.2018.pdf)
12. DPS Bus Barn Landfill Site Remedial Options Evaluation, Stantec, October 25, 2016 (047_DPS_StantecRemedialOptionsMemo_2015-10-26.pdf)
13. Draft Denver Coliseum Summary, February 26, 2019 (NWC - Denver Coliseum Summary 2019-02-26 DRAFT.pdf)
14. Infrastructure Master Plan, January 2015 (Abridged NWC Infrastructure MasterPlan.pdf)
15. Marion Structures and Roadway Release for Construction, Regional Rail Partners, October 20, 2015 (03-039.07E.04 - Marion Structures and Roadway RFC Civil Plans.pdf)

16. Market / Financial Analysis for a Proposed New Expo Hall at National Western Center in Denver, Colorado, December 2018 (NWC Expo Hall Market Study – DRAFT.pdf)
17. Master Plan, National Western Center (Abridged NWC MasterPlan.pdf)
18. Materials Management Plan for National Western Center Redevelopment, Pinyon Environmental Inc., February 4, 2019 (020419_National Western Center Materials Management Plan_REV5.pdf)
19. Minimum Wage Protections for Workers Associated with City Contract – Ordinance, City and County of Denver (19-0163 Filed Bill for Ordinance_Minimum Wage Protections_02262019_FDR.pdf)
20. National Western Center Arena Market and Financial Analysis, CAA ICON Strategic Advisory, January 17, 2019 (NWC Arena Report – Preliminary Revised Working Draft.pdf)
21. National Western Center Campus Cultural Plan, National Western Center, July 25, 2018 (2018-07-25_NWC-Cultural-Plan.pdf)
22. National Western Center Design Standards and Guidelines Draft, National Western Center, February 15, 2019 (2019-02-20_NWC-Design Standards and Guidelines-.pdf)
23. National Western Center Framework Agreement, September 28, 2017 (NWC Framework Agreement with signatures FINAL.pdf)
24. National Western Center NextGen Agribusiness Innovation Cluster, AECOM (NWC NextGen Agribusiness.pdf)
25. National Western Center Parking & Transportation Demand Management Plan Final Report, December 2017 (NWC_ParkingandTDM_Report_small.pdf)
26. National Western Center Redevelopment Area - Alternatives for Managing PCE Plume, Jacobs, September 11, 2018 (NWC_PCE_Plume_Analysis_TM.pdf)
27. National Western Triangle Site Plan (NWC_Site Plan_Triangle.pdf)
28. National Western Redevelopment Project Market Analysis, King & Associates Inc., February 2019 (King Associates Real Estate Study 2-5-19.pdf)
29. Parking Demand and Revenue Analysis – Technical Memorandum, National Western Center, February 2019 (NWCO_TriangleParking+Revenue_verFINAL.PDF)
30. Potential Phasing for Triangle, National Western Center, February 26, 2019 (NWC Potential Triangle Phasing.pdf)

31. RTD National Western Station Concept Map (RTD NWSS Station Concept.pdf)
32. Triangle Drainage Analysis Memorandum, Matrix Design Group, October 19, 2018 (NWC_Triangle Drainage_Memo 2018-10-18.pdf)
33. WSSA Legacy Building Program Overview, Honoring the Legacy Building the Future, January 2019 (WSSA Legacy Bldg - Program Overview_Jan2019 Update.pdf)
34. WSSA Existing Facilities (WSSA Existing Facilities.pdf)
35. Within the folder “As-builts” are the following subfolders:
 - a. Events Center, with 299 files
 - b. Denver Coliseum, with 284 files
 - c. National Western Complex, with 11 files
 - d. 1909 Building, with 1 file
 - e. Hall of Education, with 7 files

PART I: FORMS

- Form 1:** RFQ Comment Submission Template
- Form 2:** Submittal Letter
- Form 3:** Information Regarding Proposer and Major Participants
- Form 4:** Legal Disclosures
- Form 5:** Legal Certifications
- Form 6:** Safety Record
- Form 7:** Reference Project Experience
- Form 8:** Key Personnel
- Form 9:** Credit Ratings
- Form 10:** Diversity and Inclusiveness in City Solicitations Information Request Form

FORM 1: RFQ COMMENT SUBMISSION TEMPLATE

Instructions

Please generally see Section 15 of the RFQ. In addition:

- (1) Proposers should submit RFQ Comments in Microsoft® Word format.
- (2) General comments should be provided first. Other, more specific, RFQ Comments should be ordered sequentially and organized by reference to the order in which they appear in the RFQ (or other document, if applicable).
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting any RFQ Comments using this Form.

Proposer Name: []
 Date: []

National Western Center Triangle Project
RFQ Comment Submission No. []¹

RFQ Comments on RFQ dated []

No.	Cross-Ref. (if any)	Category*	RFQ Comment	For City Use (Proposers to leave blank)
1.				
2.				
3.				

* Categories:
 "Category A" – an issue that, if not resolved in an acceptable fashion, would likely preclude the Proposer from submitting an SOQ;
 "Category B" – a substantive issue that does not qualify as a Category A or C issue; or
 "Category C" – 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.

¹ Proposers to sequentially number each discrete set of RFQ Comments submitted.

FORM 2: SUBMITTAL LETTER

Instructions

Please generally see Section 22 of the RFQ. In addition:

- (1) The Official Representative shall sign the Submittal Letter on behalf of Proposer.
- (2) An authorized representative of each Major Participant shall sign the certification set out at the end of the form of Submittal Letter.
- (3) All signature blocks on this Form may be modified to properly reflect the authority of the person signing.

Proposer Name: []
Proposer's Address: []
Date: []

Attn: Elizabeth Zollo, Contract Administration Manager – Public Works
National Western Center Triangle Project Procurement Contact
201 W. Colfax Ave, Ste. 614
Denver, CO, 80202
pw.procurement@denvergov.org

Re: Submission of SOQ in connection with the National Western Center Triangle Project

1. Introduction.

- (a) The undersigned (“Proposer”) submits this Statement of Qualifications (this “SOQ”) in response to the Request for Qualifications dated [] (the “RFQ”) issued by the City and County of Denver (“City”).
- (b) Capitalized terms not otherwise defined in this letter have the meanings given to them in the RFQ.
- (c) References to Sections and Parts herein are references to Sections and Parts of the RFQ.

2. Enclosures.

- (a) Enclosed, and by this reference incorporated herein and made a part of this SOQ, are Volume 1, Volume 2, and Volume 3 of the SOQ as required to be submitted in accordance with the RFQ. This letter itself constitutes the Submittal Letter.
- (b) For the City’s ease of reference, attached as Annex A to this letter is a reference chart indicating the conclusions of Proposer’s evaluation of each element of the SOQ for compliance with the Pass/Fail Evaluation Criteria.

3. Representations and Warranties; Acknowledgments and Agreements.

- (a) Proposer represents and warrants to the City that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the statements and commitments in Proposer’s SOQ. Furthermore, Proposer agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the RFQ.
- (b) Proposer acknowledges access to all materials posted on the Project Website and otherwise provided to it by the City with respect to the Triangle Project and the contemplated Work.

- (c) Proposer understands and agrees that all costs and expenses incurred by it in preparing this SOQ and participating in the Triangle Project procurement process will be borne solely by Proposer, except to the extent of any stipend that may be offered under the terms of the RFP to Shortlisted Proposers.
 - (d) Proposer understands that the City is not bound to short-list any Proposer and may reject each SOQ that the City may receive.
 - (e) Proposer agrees and acknowledges that, under the terms of the RFQ, the City has reserved to a number of rights related to the selection process for the Project including the Reserved Rights in Section 39 of the RFQ.
 - (f) Proposer acknowledges and agrees that the RFQ does not provide for, and the Proposer is not entitled to, any right or remedy to protest or challenge any aspect of the process contemplated by this RFQ, including any determination or selection of a Preferred Proposer made pursuant to the RFQ.
 - (g) Proposer acknowledges and agrees that no attempt may be made to communicate with any individual or entity listed in Section 18.1.c of the RFQ.
 - (h) Proposer acknowledges and agrees that all contacts must be disclosed to the City pursuant to Section 18.
4. Official Representative. For purposes of any future communications, the Proposer’s address and Official Representative (who, under the terms of the RFP, will be the single point of contact for the Proposer) is:
- | | |
|---------------------------|------------------------------|
| Name: | <i>[Proposer to provide]</i> |
| Title:² | <i>[Proposer to provide]</i> |
| Employer: | <i>[Proposer to provide]</i> |
| Address: | <i>[Proposer to provide]</i> |
| Phone (office): | <i>[Proposer to provide]</i> |
| Phone (mobile): | <i>[Proposer to provide]</i> |
| Email: | <i>[Proposer to provide]</i> |
| Fax (if any): | <i>[Proposer to provide]</i> |
5. Governing law. This letter shall be governed by and construed in all respects according to the law of the State of Colorado.

² List individual’s current job title, other than “Official Representative”.

Under penalty of perjury, I hereby:

- (a) certify on behalf of the Proposer that the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ in respect of the Proposer have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) 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: _____

Printed Name: [insert name]

Title: Official 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 Official Representative named above is authorized by the relevant entity to sign this Submittal Letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ 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:³

[role of team member]: [insert entity name]
member]:⁴

By: _____

Printed Name: [insert name]

Title: [insert title]

³ Signature block below to be repeated for each Major Participant.

⁴ For any Major Participant that is a Joint Venture, include signature by each Joint Venture member or partner.

Annex A to the Submittal Letter
Pass/Fail Criteria Verification

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(ii) the Lead Real Estate Developer;	Section 22.2.b	

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
<u>(ii)</u> (iii) the Lead Facilities Operator;	Section 22.2.e <u>22.2.b</u>	<input type="checkbox"/>
<u>(iii)</u> (iv) the Lead Contractor;	Section 22.2.d <u>22.2.c</u>	<input type="checkbox"/>
<u>(iv)</u> (v) the Lead Architect;	Section 22.2.e <u>22.2.d</u>	<input type="checkbox"/>
<u>(v)</u> (vi) the Lead Urban Designer (if different from the Lead Architect);	Section 22.2.f <u>22.2.e</u>	<input type="checkbox"/>
<u>(vi)</u> (vii) the Lead Campus Operator (if different from the Lead Facilities Operator);	Section 22.2.g <u>22.2.f</u>	<input type="checkbox"/>
<u>(vii)</u> (viii) the Lead Engineer;	Section 22.2.h <u>22.2.g</u>	<input type="checkbox"/>
<u>(viii)</u> (ix) the Historic Rehabilitation Consultant; and	Section 22.2.i <u>22.2.h</u>	<input type="checkbox"/>
<u>(ix)</u> (x) each Financially Responsible Party;	Section 22.2.j <u>22.2.i</u>	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(c) Either: (i) confirmation of absence of any organizational conflicts of interest and any potential organizational conflict of interest; or (ii) Narrative description of any organizational conflicts of interest or potential organizational conflict of interest;	Section 22.3	<input type="checkbox"/>
(d) Completed Form 4 (<i>Legal Disclosures</i>);	Section 22.4	<input type="checkbox"/>
(e) Completed Form 5 (<i>Legal Certifications</i>) for each of:	Section 22.5	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.5	<input type="checkbox"/>
(ii) the Lead Real Estate Developer;	Section 22.5	

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(ii) (iii) the Lead Facilities Operator;	Section 22.5	<input type="checkbox"/>
(iv) the Lead Contractor;	Section 22.5	<input type="checkbox"/>
(v) the Lead Architect;	Section 22.5	<input type="checkbox"/>
(vi) the Lead Urban Designer (if different from the Lead Architect);	Section 22.5	<input type="checkbox"/>
(vii) the Lead Campus Operator (if different from the Lead Facilities Operator);	Section 22.5	<input type="checkbox"/>
(viii) the Lead Engineer;	Section 22.5	<input type="checkbox"/>
(ix) the Historic Rehabilitation Consultant; and	Section 22.5	<input type="checkbox"/>
(x) each Financially Responsible Party;	Section 22.5	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(f) Completed Form 6 (<i>Safety Record</i>) for the Lead Contractor; and	Section 22.6	<input type="checkbox"/>
(g) Evidence of Prequalification of the Lead Contractor.	Section 22.7	<input type="checkbox"/>
(h) Electronic .pdf copies of Proposer's submission.	Section 20.5	<input type="checkbox"/>
Volume 2 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Executive summary in the form of a narrative written in a <i>non-technical</i> style;	Section 23.1	<input type="checkbox"/>
(b) Brief narrative of proposed organizational structure;	Section 23.2.1	<input type="checkbox"/>
(c) Chart depicting the corporate organizational structure of the project team;	Section 23.2.2	<input type="checkbox"/>

Pass/Fail Criteria	RFQ Reference	Satisfied
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(d) Narrative of the Proposer’s conceptual approach to the Triangle Project;	Section 23.3.1	<input type="checkbox"/>
(e) Proposer’s conceptual Plan for the Triangle Project, which includes:	Section 23.3.2	<input type="checkbox"/>
(i) a conceptual plan;	Section 23.3.2.a	<input type="checkbox"/>
(ii) a summary of any proposed design alternatives, including pertinent diagrams, design drawings, or renderings;	Section 23.3.2.b	<input type="checkbox"/>
(iii) anticipated Private Development program;	Section 23.3.2.c	<input type="checkbox"/>
(iv) anticipated approach to project development and construction, including construction phasing; and	Section 23.3.2.d	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(v) urban design concept plans;	Section 23.3.2.e	<input type="checkbox"/>
(f) Narrative of Proposer’s prior project experience;	Section 23.4.1	<input type="checkbox"/>
(g) Completed Form 7 (<i>Reference Projects</i>) (no more than 15 total) with, at a minimum, one Reference Project for each of:	Section 23.4.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 23.4.2	<input type="checkbox"/>
(ii) the Lead Real Estate Developer;	Section 23.4.2	
<u>(ii)</u> (iii) the Lead Facilities Operator;	Section 23.4.2	<input type="checkbox"/>
<u>(iii)</u> (iv) the Lead Contractor;	Section 23.4.2	<input type="checkbox"/>
<u>(iv)</u> (v) the Lead Architect;	Section 23.4.2	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
<u>(v)</u> (vi) the Lead Urban Designer (if different from the Lead Architect);	Section 23.4.2	<input type="checkbox"/>
<u>(vi)</u> (vii) the Lead Campus Operator (if different from the Lead Facilities Operator);	Section 23.4.2	<input type="checkbox"/>
<u>(vii)</u> (viii) the Lead Engineer;	Section 23.4.2	<input type="checkbox"/>
<u>(viii)</u> (ix) the Historic Rehabilitation Consultant; and	Section 23.4.2	<input type="checkbox"/>
<u>(ix)</u> (x) each Financially Responsible Party;	Section 23.4.2	<input type="checkbox"/>
(h) Narrative description of the capacity and availability of each of:	Section 23.4.3	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 23.4.3	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(ii) the Lead Real Estate Developer;	Section 23.4.3	
<u>(ii)</u> (iii) the Lead Facilities Operator;	Section 23.4.3	<input type="checkbox"/>
<u>(iii)</u> (iv) the Lead Contractor;	Section 23.4.3	<input type="checkbox"/>
<u>(iv)</u> (v) the Lead Architect;	Section 23.4.3	<input type="checkbox"/>
<u>(v)</u> (vi) the Lead Urban Designer (if different from the Lead Architect);	Section 23.4.3	<input type="checkbox"/>
<u>(vi)</u> (vii) the Lead Campus Operator (if different from the Lead Facilities Operator);	Section 23.4.3	<input type="checkbox"/>
<u>(vii)</u> (viii) the Lead Engineer;	Section 23.4.3	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
<u>(viii)</u> (ix) the Historic Rehabilitation Consultant; and	Section 23.4.3	<input type="checkbox"/>
<u>(ix)</u> (x) each Financially Responsible Party;	Section 23.4.3	<input type="checkbox"/>
(i) Project organizational chart identifying Key Personnel and Proposer's professional and management structures;	Section 23.5.1	<input type="checkbox"/>
(j) Completed Form 8 (Key Personnel Information), attaching resumes, for each of:	Section 23.5.2	<input type="checkbox"/>
(i) Project Executive;	Section 23.5.2.a	<input type="checkbox"/>
(ii) Community Engagement and Outreach Manager;	Section 23.5.2.b	<input type="checkbox"/>
(iii) Sustainability Manager	Section 23.5.2.c	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
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(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(iv) Project Development Lead for Real Estate Developer;	Section 23.5.2.d	
<u>(iv)</u> (v) Public Facilities Lead Architect;	Section 23.5.2.e <u>23.5.2.d</u>	<input type="checkbox"/>
<u>(v)</u> (vi) Campus Architect;	Section 23.5.2.f <u>23.5.2.e</u>	<input type="checkbox"/>
<u>(vi)</u> (vii) Construction Manager for Lead Contractor;	Section 23.5.2.g <u>23.5.2.f</u>	<input type="checkbox"/>
<u>(vii)</u> (viii) Quality Manager for Lead Contractor;	Section 23.5.2.h <u>23.5.2.g</u>	<input type="checkbox"/>
<u>(viii)</u> (ix) Health, Safety, Security, and Environmental (HSSE) Manager;	Section 23.5.2.i <u>23.5.2.h</u>	<input type="checkbox"/>
<u>(ix)</u> (x) Operations Manager for Lead Facilities Operator;	Section 23.5.2.j <u>23.5.2.i</u>	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
<u>(x)</u> (xi) Operations Manager for Lead Campus Operator;	Section 23.5.2.k <u>23.5.2.j</u>	<input type="checkbox"/>
<u>(xi)</u> (xii) Design Manager for Lead Engineer; and	Section 23.5.2.l <u>23.5.2.k</u>	<input type="checkbox"/>
<u>(xii)</u> (xiii) Workforce Coordinator;	Section 23.5.2.m <u>23.5.2.l</u>	<input type="checkbox"/>
(k) Capacity and Availability for each Key Personnel including:	Section 23.5.3	<input type="checkbox"/>
(i) a narrative of current and expected workloads and ability to perform the work; (ii) a list of the Key Personnel's current assignments, current percent commitment to each current assignment, and current percent availability; and	Section 23.5.3	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
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(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(iii) a discussion of any actions or mitigation strategies that the Key Personnel may have to take to meet the percent availability required to fulfill his/her role on this Project; and		
(l) Narrative of Proposer's general approach to management and oversight of the Project;	Section 23.5.4	<input type="checkbox"/>
(m) Narrative of achievements and past performance regarding small and disadvantaged business participation, including whether it has met or exceeded required goals and/or electively implemented any non-required approaches to outreach; workforce development; and community partnering and outreach efforts, for each of:	Section 23.6.1	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
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Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(i) the Proposer;	Section 23.6.1	<input type="checkbox"/>
(ii) each Infrastructure Equity Member;	Section 23.6.1	<input type="checkbox"/>
(iii) the Lead Real Estate Developer;	Section 23.6.1	
(iii) (iv) the Lead Facilities Operator;	Section 23.6.1	<input type="checkbox"/>
(iv) (v) the Lead Contractor;	Section 23.6.1	<input type="checkbox"/>
(v) (vi) the Lead Architect;	Section 23.6.1	<input type="checkbox"/>
(vi) (vii) the Lead Urban Designer (if different from the Lead Architect);	Section 23.6.1	<input type="checkbox"/>
(vii) (viii) the Lead Campus Operator (if different from the Lead Facilities Operator);	Section 23.6.1	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
<u>(viii)</u> (ix) the Lead Engineer;	Section 23.6.1	<input type="checkbox"/>
<u>(ix)</u> (x) the Historic Rehabilitation Consultant; and	Section 23.6.1	<input type="checkbox"/>
<u>(x)</u> (xi) each Financially Responsible Party;	Section 23.6.1	<input type="checkbox"/>
(n) Completed Form 10 (<i>Diversity and Inclusiveness in City Solicitations</i>)	Section 23.6.2	<input type="checkbox"/>
Volume 3 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Narrative of Proposer's plan to finance the Project, including:	Section 24.1	<input type="checkbox"/>
(i) a description of Proposer's relevant experience executing infrastructure project financings similar to that required for the Public Elements	Section 24.1.a	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(with an emphasis on the experience of the Infrastructure Equity Member) and real estate financings similar to those required for the Private Development (with an emphasis on the experience of the Lead Real Estate Developer);		
(ii) <u>a detailed summary of key capital cost, operating cost, and operating revenue assumptions underlying the plan of finance for the Public Elements, including a summary of potential areas for value engineering, efficiencies, or other enhancements;</u>	<u>Section 24.1.b</u>	<input type="checkbox"/>
(iii) (ii) a description of Proposer's potential plan of finance for the Public Elements, including: (i) a	Section 24.1.b <u>24.1.c</u>	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
summary of potential private capital sources, (ii) summary terms and rates for each financial product, and (iii) assumptions regarding upfront payments available to fund development costs for the Public Elements and reduce any required annual payment from the City;		
(iii) a description of Proposer's potential plan of finance for the Initial Take-Down of the Private Development, including: (i) a summary of potential private capital sources, and (ii) summary terms and rates for each financial product;	Section 24.1.c	
(iv) a list of anticipated timelines to obtain financial commitments and	Section 24.1.d	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
major project financing milestones; including for the Public Elements and the Private Development ;		
(v) identification of key considerations and challenges relevant to financing the Public Elements and proposed solutions (whether innovative or not) to meet these challenges; <u>and</u>	Section 24.1.e	<input type="checkbox"/>
(vi) an overview of the Proposer's approach to compensating the City for the Future Take-Downs related to the Private Development opportunity; and , <u>including a description of any innovative concepts to enhance overall financial value to the City and/or align incentives around development</u>	Section 24.1.f	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
<u>schedule, including approaches to collaboration with the City and the Authority around Future Take-Downs and interim land sales.</u>		
(vii) estimated timelines for the Private Development for the Initial Take-Down and Future Take-Downs, including (i) a preliminary take-down schedule for the Private Development parcels, including how such take-downs align with timing of construction of the Public Elements; and (ii) anticipated dates of completion for each Private Development parcel to enable the City to estimate the timing of commencement of TIF and	Section 24.1.g	

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
metropolitan — district — revenue generation for each development parcel;		
(b) Audited financial statements for the past three most recently completed fiscal years, for each of:	Section 24.2.1	<input type="checkbox"/>
(i) any Infrastructure Equity Member;	Section 24.2.1.a	<input type="checkbox"/>
(ii) the Lead Contractor; and	Section 24.2.1.b	<input type="checkbox"/>
(iii) any Financially Responsible Parties;	Section 24.2.1.c	<input type="checkbox"/>
(c) If the Proposer or any Major Participant is (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, Proposers shall submit financial	Section 24.2.2	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
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) The audited financial statements mentioned in part (b) must include:	Section 24.2.3	<input type="checkbox"/>
(i) opinion letter (auditor's report);	Section 24.2.3.a	<input type="checkbox"/>
(ii) balance sheet;	Section 24.2.3.b	<input type="checkbox"/>
(iii) income statement;	Section 24.2.3.c	<input type="checkbox"/>
(iv) statement of cash flow; and	Section 24.2.3.d	<input type="checkbox"/>
(v) footnotes;	Section 24.2.3.e	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
(vi) compliance with GAAP or IFRS;	Section 24.2.4.a	<input type="checkbox"/>
(vii) reports in U.S. dollars;	Section 24.2.4.b	<input type="checkbox"/>
(viii) reports in the English language;	Section 24.2.4.c	<input type="checkbox"/>
(ix) if applicable, Form 10K if financial information is submitted to the SEC;	Section 24.2.4.d	<input type="checkbox"/>
(x) if any of the financial statements indicate that the expenses and losses of an entity exceed its income in any of the fiscal years to which such financial statements relate, an explanation of the measures that have been or will be undertaken to make the entity profitable in the	Section 24.2.4.e	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
future and an estimate of when the entity will be profitable;		
(e) A letter from the CEO, CFO or Treasurer (or equivalent) for each entity for which financial information is submitted (including a Financial Responsibility Party, if one more has been identified), identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate, or stating there are no such off-balance sheet liabilities;	Section 24.2.6	<input type="checkbox"/>
(f) An equity support letter for each Infrastructure Equity Member;	Section 24.3.2	<input type="checkbox"/>
(g) An equity funding letter for the Lead Real Estate Developer	Section 24.3.3	
<u>(g)</u> (h) A letter or letters from an Eligible Surety stating that the Lead Contractor is capable of	Section 24.3.4	<input type="checkbox"/>

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
General Requirements for Preparation and Submission		
(a) SOQ includes only that information required by the RFQ and does not include additional material.	Section 20.1	<input type="checkbox"/>
(b) SOQ was submitted exclusively in the English language with only US customary units of measure, and financial terms in US dollar denominations.	Section 20.1	<input type="checkbox"/>
(c) Information required to be submitted as part of the SOQ by Major Participants was submitted by each member or partner of a Joint Venture or other entity unless otherwise expressly provided.	Section 20.1	<input type="checkbox"/>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Submittal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 22.1	<input type="checkbox"/>
(b) Completed Form 3 (<i>Information Regarding Proposer and Major Participants</i>) for each of:	Section 22.2	<input type="checkbox"/>
(i) each Infrastructure Equity Member;	Section 22.2.a	<input type="checkbox"/>
obtaining both a performance bond and a payment bond, each in a minimum aggregate stated amount of at least \$600,000,000;		
(h) (i) For each entity for which financial statements are provided, the Proposer shall provide credit ratings information in the form of Form 9.	Section 24.3.5	<input type="checkbox"/>

Annex B to the Submittal Letter

Confidential Contents Index

<u>Instructions</u>	
(1)	Include a brief explanation of the relevant exemption under CORA (or otherwise).
(2)	Note that the City will not accept blanket designations that do not clearly identify CORA Exempt Materials with specificity.
(3)	SOQ references should be made to the unredacted volumes of the SOQ. Include SOQ page references only if the relevant materials are paginated. Otherwise, indicate "n/a" in the SOQ Page(s) column.
(4)	Include as "Other Identifying Information" other indications, if any, necessary to determine which information or materials constitute potentially CORA 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.
(5)	For the "Duration of Exemption", indicate either "Permanent" or "Until [date/event]" and include a brief explanation of the basis for such belief.

Proposer Name: []

Volume 1[, Sub-Volume []]:

No.	SOQ Heading(s)	SOQ Section(s)	SOQ Page(s)	Other Identifying Information (if any)	Applicable CORA Exemption	Duration of Exemption
(1)						
(2)						
(3)						

Volume 2[, Sub-Volume []]:

No.	SOQ Heading(s)	SOQ Section(s)	SOQ Page(s)	Other Identifying Information (if any)	Applicable CORA Exemption	Duration of Exemption
(1)						
(2)						
(3)						

Volume 3[, Sub-Volume []]:

No.	SOQ Heading(s)	SOQ Section(s)	SOQ Page(s)	Other Identifying Information (if any)	Applicable CORA Exemption	Duration of Exemption
(1)						
(2)						
(3)						

FORM 3: INFORMATION REGARDING PROPOSER AND MAJOR PARTICIPANTS

A. TEAM MEMBER AND ROLE													
1. Name of firm:	[]												
2. Name of Proposer team firm is a part of:	[]												
3. (a) Role of firm:	<table border="0"> <tr> <td><input type="checkbox"/> Proposer</td> <td><input type="checkbox"/> Lead Urban Designer</td> </tr> <tr> <td><input type="checkbox"/> Infrastructure Equity Member</td> <td><input type="checkbox"/> Lead Campus Operator</td> </tr> <tr> <td><input type="checkbox"/> Lead Real Estate Developer</td> <td><input type="checkbox"/> Lead Engineer</td> </tr> <tr> <td><input type="checkbox"/> Lead Facilities Operator</td> <td><input type="checkbox"/> Historic Rehabilitation Consultant</td> </tr> <tr> <td><input type="checkbox"/> Lead Contractor</td> <td><input type="checkbox"/> Financially Responsible Party for []</td> </tr> <tr> <td><input type="checkbox"/> Lead Architect</td> <td></td> </tr> </table>	<input type="checkbox"/> Proposer	<input type="checkbox"/> Lead Urban Designer	<input type="checkbox"/> Infrastructure Equity Member	<input type="checkbox"/> Lead Campus Operator	<input type="checkbox"/> Lead Real Estate Developer	<input type="checkbox"/> Lead Engineer	<input type="checkbox"/> Lead Facilities Operator	<input type="checkbox"/> Historic Rehabilitation Consultant	<input type="checkbox"/> Lead Contractor	<input type="checkbox"/> Financially Responsible Party for []	<input type="checkbox"/> Lead Architect	
<input type="checkbox"/> Proposer	<input type="checkbox"/> Lead Urban Designer												
<input type="checkbox"/> Infrastructure Equity Member	<input type="checkbox"/> Lead Campus Operator												
<input type="checkbox"/> Lead Real Estate Developer	<input type="checkbox"/> Lead Engineer												
<input type="checkbox"/> Lead Facilities Operator	<input type="checkbox"/> Historic Rehabilitation Consultant												
<input type="checkbox"/> Lead Contractor	<input type="checkbox"/> Financially Responsible Party for []												
<input type="checkbox"/> Lead Architect													
(b) Is firm a Joint Venture member of the role checked in 3(a) above?	<input type="checkbox"/> Yes <input type="checkbox"/> No												
B. LEGAL INFORMATION													
1. Year established:	[]												
2. Successor in Interest to Entity/Entities (if any, past five years):													
3. State/county of organization:	[]												
4. Type of Legal Entity (check one):	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Other: [to provide]												
5. If Joint Venture, is J.V. "joint and several":	<input type="checkbox"/> Yes <input type="checkbox"/> No: [explain pursuant to Section 20.1.c] <input type="checkbox"/> Not Applicable												
6. Firm's relevant licenses, registrations and credentials:	[]												
7. Business address:	[]												
8. Headquarters address:	[]												
9. Location of office performing work:	[]												
10. Federal Tax ID No.:	[]												
11. North American Industry Classification Code:	[]												
<p>If the Proposer organization has already been formed, as an attachment, provide complete copies of the organizational documents and, if available, evidence of the Proposer's right to conduct business in the State. If the Proposer organization has not yet been formed, provide draft copies of the underlying agreements, if available. If Proposer is a partnership, Joint Venture, limited liability company or other</p>													

privately held company, include a statement that the Financially Responsible Party will be fully liable for performance under the Project Agreement if the Proposer is selected.	
Attachment provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No: [<i>explain why</i>]

FORM 4: LEGAL DISCLOSURES

Proposer Name: []

Question 1:

List and briefly describe all instances during the last ten years involving any projects in North America with a Project Value in excess of \$10,000,000 in relation to which any Major Participant or any Affiliate of any of them:

- (a) was determined by a court of law or in an arbitration proceeding, a dispute review board proceeding or any other dispute resolution proceeding to be liable for a material breach of contract;
- (b) was otherwise acknowledged in writing to be liable for a material breach of contract;
- (c) had a contract terminated for cause or convenience; or
- (d) received a written waiver of another party's right to terminate a contract for cause.

Response to Question 1

	[Role of Entity in Proposer]: [Entity Name]	
(1)	<u>Description:</u>	
	<u>Owner's or Counterparty's Representative:</u> ⁵	
	[Role of Entity in Proposer]: [Entity Name]	
(2)	<u>Description:</u>	
	<u>Owner's or Counterparty's Representative:</u>	

Question 2:

List and briefly describe (including as to the resolution) each arbitration, litigation, dispute review board and other dispute resolution proceeding (including to the extent settled prior to completion of the proceeding) occurring during the last ten years related to projects in North America with a Project Value in excess of \$10,000,000, which involved:

- (a) a claim or dispute between the project owner(s) (or any public-private partnership project company, concessionaire, developer or the equivalent), on the one hand, and any Major Participant or any Affiliate of any of them, on the other hand; and
- (b) an amount in excess of the lesser of:
 - (i) 2% of the original contract value; or
 - (ii) \$500,000.

⁵ For the relevant project owner's or contract counterparty's contact information, please submit a current name, title, phone number and email address of an individual employed by the owner or counterparty involved in the relevant dispute, breach of contract or termination

Response to Question 2

	<u>[Role of Entity in Proposer]:</u> [Entity Name]	
(1)	<u>Description:</u>	
	<u>Owner's or Counterparty's Representative:</u> ⁶	
	<u>[Role of Entity in Proposer]:</u> [Entity Name]	
(2)	<u>Description:</u>	
	<u>Owner's or Counterparty's Representative:</u>	

⁶ For the relevant project owner's or contract counterparty's contact information, please submit a current name, title, phone number and email address of an individual employed by the owner or counterparty involved in the relevant dispute, breach of contract or termination

FORM 5: LEGAL CERTIFICATIONS

Instructions

Please see generally Section 22.5 of the RFQ. In addition:

- (1) In Part A, references to an entity include the relevant experience of any entity to which it is a successor or assignee (but only to the extent the experience is legally deemed to be that of the firm as a result of the relevant succession or assignment).
- (2) The certifications in Part B of this Form 5 that are required in respect of Affiliates are limited to Affiliates that have engaged in business or investments in North America during the past 10 years.
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name: []

Form 5, Part A: Summary of Certifications

No.	Entity for which a completed Part B is provided	Role of such Entity on Proposer team ⁷	Answered Yes to One or More of Questions (1) through (17) of Part B?	
(1)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(2)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(3)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(4)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(5)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(6)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(7)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(8)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(9)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(10)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(11)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(12)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(13)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(14)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(15)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(16)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(17)			<input type="checkbox"/> Yes	<input type="checkbox"/> No

⁷ E.g. Lead Contractor, Financially Responsible Party.

- Proposer Team Name:** []
Name of Team Member: []
Role on Proposer:
 - Infrastructure Equity Member
 -
 - ~~Lead Real Estate Developer~~
 - Lead Facilities Operator
 - Lead Contractor
 - Lead Architect
 - Lead Urban Designer (if different from Lead Architect)
 - Lead Campus Operator (if different from Lead Facilities Operator)
 - Lead Engineer
 - Historic Rehabilitation Consultant
 - Joint Venture member of []
 - Financially Responsible Party for [*Proposer to provide relevant entity*]

Form 5, Part B: Certifications

<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(1)	Has the entity or any Affiliate or any current officer, director or employee of either the firm or any Affiliate, been indicted or convicted of bid (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract-related crimes or violations within the past ten (10) years (measured from the date of issuance of this RFQ)? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	Has the entity or any Affiliate or any current officer or director of either the firm or any Affiliate, been indicted or convicted of any other felony or serious misdemeanor within the past ten (10) years (measured from the date of issuance of this RFQ)? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	Has the entity or any Affiliate ever sought protection through receivership or under any provision of any bankruptcy act within the past ten (10) years (measured from the date of issuance of this RFQ)? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or	<input type="checkbox"/>	<input type="checkbox"/>

No. Certification Questions

Yes No

local government, or any foreign governmental entity within the past ten (10) years (measured from the date of issuance of this RFQ)?

If yes, please explain::

- (5) Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten (10) years (measured from the date of issuance of this RFQ)?

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry:

- (6) Has any project performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten (10) years (measured from the date of issuance of this RFQ)?

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers:

- (7) Has the entity or any Affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Colorado governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten (10) years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et. seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Colorado law?

If yes, please explain:

- (8) Has the entity or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Colorado Department of Labor and Employment, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten (10) years (measured from the date of issuance of this RFQ) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

No. Certification Questions
Yes
No
If yes, please explain:

- (9) With respect to each of Questions 1-8 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the entity or any Affiliate that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-8 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity? Yes No

If yes, please explain and submit the information requested as to such similar items set out in Questions 1-7 above.

- (10) In the past five (5) years (measured from the date of issuance of this RFQ), has there been any alleged violation by the entity or any Affiliate of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act (FICA) withholding requirements settled against the entity or any Affiliate? Yes No

If yes, please explain:

- (11) In the past five (5) years (measured from the date of issuance of this RFQ), have there been any citations, assessed penalties or settlements against the entity or any Affiliate for any serious, willful or repeat violations of the federal Occupational Safety and Health Act of 1970 (Public Law 91-596) ? Yes No

If yes, please explain:

- (12) In the past five (5) years (measured from the date of issuance of this RFQ), has there been any instance where the entity or any Affiliate, or its owners, officers, or managing employees submitted a bid on a public project and were found to be nonresponsive or were found by an awarding body not to be a responsible Proposer? Yes No

If yes, please explain:

- (13) In the past five (5) years (measured from the date of issuance of this RFQ), has there been any settled adverse claim, dispute, or lawsuit between the owner of a public project and the entity or any Affiliate during the last five years in which the claim, settlement, or judgment exceeded fifty thousand dollars (\$50,000) (for certainty, excluding matters that resulted in contractually agreed change orders or which were processed under a customary claims process under the terms of a contract) Yes No

No. Certification Questions

Yes

No

If yes, please explain:

- (14) In the past five (5) years (measured from the date of issuance of this RFQ), has the entity or any Affiliate had liquidated damages assessed against it during or after completion of a contract in an amount in excess of fifty thousand dollars (\$50,000)?

If yes, please explain:

- (15) In the past five (5) years (measured from the date of issuance of this RFQ), has a surety or any Affiliate completed a contract on the entity's behalf or paid for completion because the entity or any Affiliate was in default or terminated by the project owner?

If yes, please explain:

- (16) In the past five (5) years (measured from the date of issuance of this RFQ), has the entity been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain:

- (17) In the past five (5) years (measured from the date of issuance of this RFQ), has the entity had any license, credential, or registration revoked or suspended?

If yes, please provide specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto:

FORM 6: SAFETY RECORD

Instructions

- (1) Information must be provided with regard to all construction work undertaken in the United States.
- (2) If 2019 part year data is available, please fill in 2017, 2018 and 2019 and mark 2016 as “N/A” and indicate the period for which 2019 data is available. If 2019 part year data is not available, please fill in 2016, 2017, and 2018 and mark 2019 as “N/A”.
- (3) For Items 2 to 6 in the table below, the information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200
- (4) For Item 7 in the table below “Incidence Rate”, Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked
- (5) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Team Name: []

Name of Lead []

Contractor:

No.	Data	2016	2017	2018	2019	Average
(1)	Total Hours Worked					
(2)	Number of fatalities					
(3)	Number of lost workdays					
(4)	Number of lost workdays cases					
(5)	Number of injury/illness cases					
(6)	Number of days of restricted work activity due to injury/illness					
(7)	Incidence Rate Lost Workday Cases Days Lost					
(8)	Worker's Compensation Experience Modifier					

FORM 7: REFERENCE PROJECT EXPERIENCE

Instructions	
(1)	Bracketed and italic text in the “Response” column constitutes additional guidance for completing this Form, and brackets should be deleted when completing the Form.
(2)	Bracketed and italic text in the “Response” column constitutes additional guidance for completing this Form, and brackets should be deleted when completing the Form.
(3)	In Row No. 24 (Other) include any other notes that may be useful when speaking to this individual e.g. that they are a non-English speaker, etc.
(4)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name: []

Date: []

National Western Center Triangle Project Reference Project Experience

No.	Required Information	Response
I. Background Information		
(1)	Project Name:	
(2)	Type of Project/Facility:	
(3)	Owner/Procuring Authority:	
(4)	Brief Description of Project:	
(5)	Relevance to the Triangle Project:	<i>[Brief description of key aspects of project/transaction experience that are particularly relevant to the Triangle Project.]</i>
(6)	Percent Responsibility:	
(7)	Contract Term:	<i>[state both total term length and start and end dates for the contract]</i>
(8)	Current Status:	<i>[e.g. under construction (including approx. % complete), in operation etc.]</i>
(9)	Key Dates and Milestones:	Key Dates/Milestones: <i>[Contract execution: [●] (anticipated/contracted); [●] (actual) Commencement of design (if separate from construction): [●] (anticipated/contracted); [●] (actual) Commencement of construction: [●] (anticipated/contracted); [●] (actual) Achievement of Substantial Completion: [●] (anticipated/contracted); [●] (actual) Service/Operations Commencement (if applicable): [●] (anticipated/contracted); [●] (actual) Achievement of Final Completion: [●] (anticipated/contracted); [●] (actual)]</i>
(10)	Schedule Delays:	<i>[If applicable, explain reason(s) for delays between anticipated/contracted dates and actual dates]</i>

II. Description of Team Member Involvement		
(11)	Major Participant(s) (or Affiliate(s)) Involved:	
(12)	Role of Major Participant(s) (or Affiliate(s)):	<i>[Including whether the entity was involved in all or just some phases or aspects of the project.]</i>
(13)	Key Personnel Involved, Roles & Responsibilities:	
III. Technical Information		
(14)	Project Value:	
(15)	Completion within/above Budget:	<i>[Detail (by approximate value and percentages) amount over/under budget and briefly explain reasons for such deviations.]</i>
(16)	Key Technical Challenges and Solutions Implemented:	
IV. Reference		
(17)	Name:	
(18)	Title & Employer (current):	
(19)	Title & Employer (at time of project/transaction):	
(20)	Role on the project:	
(21)	Relationship to project owner:	
(22)	Phone & Email:	
(23)	Location & Time Zone:	
(24)	Other:	

FORM 8: KEY PERSONNEL

Instructions	
(1)	Excluding the page required under instruction (2) below, each resume must not exceed two pages in length and must include (in the following order): <ul style="list-style-type: none"> (a) state the specific role that the person is fulfilling for the Project; (b) describe how the person(s) prior experience relates to their potential role in the Project; (c) length of employment with current employer and all prior employers (the names of each of which must be specified) for at least the past 10 years; (d) title, employer, roles, and responsibilities on (i) any of the projects listed in a completed Form 7 (Reference Project Experience) and (ii) any other potentially relevant Reference Projects; and (e) identification of any relevant (i) licenses and/or registrations, (ii) community or professional organization service activities or recognitions and/or (ii) professional disciplinary actions.
(2)	Each resume shall include details of three references on a third page in the format provided in Annex A to this Form. References shall be previous owners or clients on projects on which the individual has worked within the past ten years which appear on the identified personnel’s resume. If the individual has worked on less than four projects that meet these criteria, then other references may be included but shall clearly be marked as such.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name: []

Form 8: List of Key Personnel

By submitting this completed form (with corresponding attached resumes), Proposer is deemed to confirm that each of the below named individuals is, and is reasonably expected to remain, available to serve in the position indicated by their name in connection with the Project for the period for which such position will be required to be filled as specified below.

Key Personnel Position	General Description of Responsibility	Name, Employer, and Title of Key Personnel
Project Executive	<ul style="list-style-type: none"> • the representative of the Developer responsible for overseeing all aspects of the Project • to be available from commercial close through the Term of the Project Agreement 	
Community Engagement and Outreach Manager	<ul style="list-style-type: none"> • the individual primarily and directly responsible for providing community engagement and outreach services in a manner consistent with the mission and goals of the Project • to be available from commercial close through the Term of the Project Agreement 	

Key Personnel Position	General Description of Responsibility	Name, Employer, and Title of Key Personnel
Sustainability Manager	<ul style="list-style-type: none"> the individual primarily and directly responsible for developing, implementing, and managing environmental and energy efficiency strategies on the Triangle to be available from commercial close through completion of construction of the Public Elements and the Private Development 	
Project Development Lead for Real Estate Developer	<ul style="list-style-type: none"> the individual primarily and directly responsible for the real estate development of the Triangle to be available from commercial close through completion of construction of the Private Development 	
Public Facilities Lead Architect	<ul style="list-style-type: none"> the individual primarily and directly responsible for the architectural design of the New Arena and Expo Hall to be available from commercial close through the second anniversary of completion of construction of the Public Elements 	
Campus Architect	<ul style="list-style-type: none"> the individual primarily and directly responsible for the urban design of the Public Elements, the Private Development, and the Triangle as a whole will also be responsible for coordinating the architectural design of the Private Development, including ensuring its consistency with the NWC Campus Design Standards and Guideleines, as well as the vision and approach outlined by the Preferred Proposer in its Proposal to be available from commercial close through the second anniversary of completion of construction of the Private Development 	

Key Personnel Position	General Description of Responsibility	Name, Employer, and Title of Key Personnel
Construction Manager for Lead Contractor	<ul style="list-style-type: none"> the individual primarily and directly responsible the management of the construction of the Public Elements includes providing design reviews for the Project, providing construction management, and verification of the Developer’s construction operations and product to be available from commercial close through the completion of construction of the Public Elements 	
Quality Manager for Lead Contractor	<ul style="list-style-type: none"> the individual primarily and directly responsible for managing the quality of the construction of the Public Elements to be available from commercial close through the second anniversary of completion of construction of the Public Elements 	
Health, Safety, Security, and Environmental (HSSE) Manager	<ul style="list-style-type: none"> the individual primarily and directly responsible for providing and implementing organizational safety programs to ensure compliance with government safety regulations and industry standards to be available from commercial close through the completion of construction of the Public Elements 	
Operations Manager for Lead Facilities Operator ⁸	<ul style="list-style-type: none"> the individual primarily and directly responsible for managing operations and maintenance of the New Arena and Expo Hall includes managing the booking, programming, marketing, and ticketing of events for the New Arena and Expo Hall to be available from commercial close through the Term of the Project Agreement 	

⁸ Separate Key Personnel may be provided for the operations and maintenance functions of the New Arena and Expo Hall, and the booking, programming, marketing, and ticketing of events for the New Arena and Expo Hall. If separate individuals are provided, both will be considered Key Personnel for purposes of compliance with the requirements of the RFQ and RFP.

Key Personnel Position	General Description of Responsibility	Name, Employer, and Title of Key Personnel
Operations Manager for Lead Campus Operator	<ul style="list-style-type: none"> the individual primarily and directly responsible for managing the operations and maintenance of the Public Elements other than the New Arena and Expo Hall to be available from the second anniversary of commercial close through the Term of the Project Agreement 	
Design Manager for Lead Engineer	<ul style="list-style-type: none"> the individual primarily and directly responsible for the engineering and design of the Public Elements must be a registered Colorado professional engineer to be available from commercial close through the second anniversary of completion of construction of the Public Elements 	
Workforce Coordinator	<ul style="list-style-type: none"> the individual primarily and directly responsible for implementing the Developer's workforce plan to be available from commercial close through the completion of construction of the Public Elements 	

**Annex A to Form 8
Form for Key Personnel References**

Proposer Name: []
Position: [relevant Key Personnel position]
Individual: [name]

References

<u>Required Information</u>	<u>Reference No. 1</u>	<u>Reference No. 2</u>	<u>Reference No. 3</u>
Project(s)/Transaction(s) (name and cross-reference in SOQ to relevant <u>Form 7</u> (if applicable)):			
Reference's Name:			
Reference's Title (current):			
Reference's Employer (current):			
Reference's Title (at time of project/transaction):			
Reference's Employer (at time of project/transaction):			
Reference's Phone and Email:			
Reference's Location and Time Zone:			
Other: ⁹			

⁹ Include any other notes that may be useful when speaking to this individual e.g. that they are a non-English speaker, etc.

FORM 9: CREDIT RATINGS

Instructions

- (1) For "Role" and "Name" indicate, respectively, role of Major Participant in Proposer team and such member's legal name.
- (2) If any entity that is rated by one or more Rating Agencies is not rated by any other Rating Agency, indicate "Not rated".
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name: []

Form 9: Credit Ratings

Role	Entity Name	Fitch	Moody's	S&P	DBRS

FORM 10: DIVERSITY AND INCLUSIVENESS

Diversity and Inclusiveness * in City Solicitations Information Request Form

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.

Answer each question below. Missing or incomplete responses will be recorded as "no", "not applicable", or "none". **A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.**

Business Email Address: _____

Please include the Email address of the contact person facilitating this solicitation for the City and County of Denver: _____

Agency Name:

- | | | |
|---|---|--|
| <input type="checkbox"/> Arts and Venue | <input type="checkbox"/> Purchasing Division | <input type="checkbox"/> Sheriff Department |
| <input type="checkbox"/> Auditor Office | <input type="checkbox"/> Human Services | <input type="checkbox"/> Technology Services |
| <input type="checkbox"/> Community Planning | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other |
| <input type="checkbox"/> Denver International Airport | <input type="checkbox"/> Parks and Recreation | |
| <input type="checkbox"/> Environmental Health | <input type="checkbox"/> Police Department | |
| <input type="checkbox"/> Fire Department | <input type="checkbox"/> Public Works | |

Project Name: _____

BID / RFP No.: _____

Name of Contractor/Consultant: _____

What industry is your business? _____

Address:

Business Phone No.: _____

Business Facsimile No.: _____

1. How many employees does your company employ?

- | | |
|--------------------------------|-----------------------------------|
| <input type="checkbox"/> 1-10 | <input type="checkbox"/> 51-100 |
| <input type="checkbox"/> 11-50 | <input type="checkbox"/> over 100 |

1.1. How many of your company's employees are:

Full-time _____ Part-Time _____

2. Do you have a Diversity and Inclusiveness Program? Yes No

If **No**, and your company size is less than 10 employees continue to question 11. Complete and sign the form.

If **Yes**, does it address:

- | | | |
|--|------------------------------|-----------------------------|
| 2.1 Employment and retention? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2.2 Procurement and supply chain activities? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2.3 Customer service? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

If **Yes**, how does your company regularly communicate its diversity and Inclusiveness policies to employees? (select all that apply)

- Employee Training
- Pamphlets
- Public EEO postings
- Other
- Not Applicable

5. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program.

6. How often do you provide training in diversity and inclusiveness principles?

- Monthly Annually
 Quarterly Not Applicable Other _____

6.1 What percentage of the total number of employees generally participate?

- 0 – 25% 51 – 75%
 26 – 50% 76 – 100% Not Applicable

7. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness.

8. Do you have a diversity and inclusiveness committee? Yes No

8.1 If Yes, how often does it meet?

- Monthly Annually No Committee
 Quarterly Other _____

8.2 If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

9. Do you have a budget for diversity and inclusiveness efforts? Yes No

10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? Yes No

11. Would you like information detailing how to implement a Diversity and Inclusiveness program? Yes No

If yes, please email X0101@denvergov.org.

I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

Signature of Person Completing Form

Date

Printed Name of Person Completing Form

NOTE: Attach additional sheets or documentation as necessary for a complete response.

*"Diversity and inclusiveness program" means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization's workplace. "Diversity" encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status."