REQUEST FOR PROPOSALS

The City of Aurora (the "City") requests written proposals (each a "Proposal") from qualified for-profit and/or nonprofit development partner(s) (each a "Developer") to provide affordable housing development on City-owned land located at 15961 E. Colfax Avenue and 15978 E. 16th Avenue (each a "Property" and both the "Properties"). The chosen Developer will be granted a License and Option to Lease Agreement in the form attached in Section IV as Exhibit A (the "License") to perform due diligence, during which the chosen Developer shall be responsible to obtain any and all federal, state, and local approvals, permits, site plans, secure financing, and satisfy all other requirements necessary to construct affordable housing on one or both of the Properties. If the Developer decides to proceed, the City and the Developer will execute the long-term Ground Lease in the form attached in Section IV as Exhibit B (the "Ground Lease"). The Housing and Community Services Department ("HCS") will administer the Ground Lease in cooperation with the Real Property Services Division.

Proposal Submission Requirements
One (1) electronic copy of the proposal shall be submitted to the Real Property Services Division by email at hreynoso@auroragov.org.

Proposals will be accepted until 3:00 p.m. on August 18, 2023. No late submissions will be considered.

Only those proposals that are received by email, at hreynoso@auroragov.org, prior to the deadline noted above shall be considered. Delivery to the Aurora Municipal Services building, mail room, or to any other department within the City of Aurora, does not constitute proper or adequate delivery. The respondent assumes the risk of their method of delivery.

Multiple Awards
After evaluation of all Proposals, the City reserves the right to award more than one License or Ground Lease. The License and Ground Lease will be executed with the
successful Developer or Developers that are selected for award under this Request for Proposals.

**Developer Responsibilities**
Each Developer shall:

a. Examine all the components of this RFP, including all appendices, forms and addenda; and

b. Acquire a clear and comprehensive knowledge of the required services before submitting a Proposal.

The failure of any Developer to receive or examine any document, form, Agreement or policy shall not relieve the Developer of any obligation with respect to its Proposal.

Developer shall be solely responsible for costs incurred in the preparation, submission, or presentation of any Proposal, for interviews, or any other activity that may be requested as part of the evaluation process or the negotiation or execution of any agreement with the City, as the case may be. The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any Developer that submits a Proposal.

**CONTACTS DURING SOLICITATION PROCESS**
Written questions, comments or other communications regarding this RFP shall be submitted by e-mail to the City Contact identified below. No other contact shall be made regarding this RFP with any other City staff or City Council members during the RFP process.

<table>
<thead>
<tr>
<th>City Contact</th>
<th>Contact Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hector Reynoso, Real Property Services Manager</td>
<td><a href="mailto:hreynoso@auroragov.org">hreynoso@auroragov.org</a></td>
</tr>
<tr>
<td></td>
<td>(303) 739-7327</td>
</tr>
</tbody>
</table>

Requests for clarification and questions to this RFP must be received by the City Contact not later than the date shows in the Tentative RFP Schedule below. The Developer's failure to request clarification and submit questions by such date shall be considered to constitute the Developer's acceptance of all City's terms and conditions and requirements. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely only on written material contained in an Addendum to this RFP.

**Pre-Proposal Conference**
A pre-Proposal conference is scheduled for **July 28, 2023** from 9:00 AM – 10:00 AM in the Sand Creek Conference Room, located on the 4th Floor of the Aurora Municipal Building, 15151 E. Alameda Parkway, Aurora, CO. Attendance at the pre-Proposal conference is not mandatory, but is highly recommended.

**Tentative RFP Schedule**
<table>
<thead>
<tr>
<th>Date and Time</th>
<th>RFP PROCESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2023</td>
<td>Advertise RFP</td>
</tr>
<tr>
<td>July 28, 2023</td>
<td>Pre-Proposal conference, 9:00 a.m.</td>
</tr>
<tr>
<td>August 1, 2023</td>
<td>5:00 p.m. Deadline for written vendor questions</td>
</tr>
<tr>
<td>August 18, 2023</td>
<td>Proposals Due 3:00 p.m. Deadline</td>
</tr>
<tr>
<td>August 28, 2023</td>
<td>Notification of short-listed Developers</td>
</tr>
<tr>
<td><strong>Week of</strong> August 21, 2023</td>
<td>Interviews with Developers, if needed</td>
</tr>
<tr>
<td>September 4, 2023</td>
<td>Selection of Developer(s)</td>
</tr>
<tr>
<td>September 5, 2023</td>
<td>Anticipated start date of Option and License Agreement</td>
</tr>
</tbody>
</table>

**Selection Process**

The City reserves the right to reject any and all Proposals, to waive any informalities in the Proposals received, and to accept the Proposals deemed most advantageous and in the best interests of the City, in the City’s sole discretion. All interested firms must submit Proposals addressing those items cited in the Submittal Requirements found in Section II of this RFP. Proposals will be evaluated in accordance with the Evaluation Criteria found in Section III of this RFP. The City may request additional information as deemed necessary. The City may, at its sole discretion, conduct interviews with select Developers.

Proposals will be considered only from Developers that: are firmly established in an appropriate business; are financially responsible; and have the resources and ability to develop affordable housing on City-owned property in a professional and expedient manner.

The successful Developer(s) will be offered a License, which will allow the successful Developer(s) time to perform due diligence activities on the applicable Property, obtain any and all federal, state, and local approvals, permits, site plans, subdivision plats, secure financing, and satisfy all other requirements necessary to construct affordable housing on Property. Upon obtaining all necessary permits and approvals to construct affordable housing developments on Property, the successful Developer(s) shall have the option to execute the Ground Lease. Proposals shall include material terms that the Developer, or its lender, require to be included in the Ground Lease. The Ground Lease will be sent to the Aurora City Council for approval at a public meeting. Should the City be unable to reach an agreement with any Developer, the City may move on to any other Developer.

**Confidentiality**

All materials submitted in response to this RFP become the property of the City. Subject to applicable law, confidential information provided in response to this RFP will be kept confidential, so long as any such confidential information is clearly identified as such by the Developer. Proposals marked entirely as "confidential" will be considered non-responsive and will be removed from the evaluation process. Please be aware that Proposals submitted
to the City in response to this RFP shall be subject to the Colorado Open Records Law, C.R.S. § 24-72-200.1, et seq.

Each Developer submitting a response to this RFP shall be presumed to indemnify the City for any and all attorney fees the City may incur in defending the withholding of any confidential information. Each Developer will be notified of any open records requests and will be given a chance to respond to the City. If, in the opinion of City's legal counsel, the City is compelled to disclose any confidential information, the City may disclose such information without liability.

**Conflicts of Interest**

City contracts are controlled by certain conflict of interest provisions under both state and local law. In each Proposal, the Developer must disclose any potential conflict of interest, including whether any City employee, Council member or member of a City agency, board or commission member or employee has a financial interest in the Developer's entity and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of final agreements, the City may, at its discretion refuse to consider the Proposal or withhold the awarding of any agreement to the Developer until the matter is resolved to the City's satisfaction.

State: Failure to disclose a conflict of interest is a misdemeanor criminal offense under Colorado Law. Such conflict may arise if any public official exercises any substantial discretionary function in connection with a government contract, purchase, payment, or other pecuniary transaction without necessary disclosures as defined by C.R.S. § 18-8-308, as amended.

City: City of Aurora Code § 2-1-44 regulates private transactions between the City and its officials and employees. The Section requires that elected officials shall not take official action on a matter before the City if they, a member of their immediate family, a business association, or any employer has any substantial employment, contractual, or financial interest in the matter.

A Developer may not give any gratuity in the form of entertainment, participation in social events, gifts, or otherwise to any City employee, City Council member, or member of a City agency, board or commission in connection with this RFP.

**Addenda to the RFP**

The City reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda will be posted on the Rocky Mountain E-Purchasing System web site as soon as available, and it is the responsibility of each Developer to obtain all addenda. Developers registered for the paid notification service on the Rocky Mountain E-Purchasing System will be notified of addenda either by fax or email depending on the service that they have subscribed to. Developers registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System must monitor the Rocky Mountain E-Purchasing System for any addenda. If revisions are of such magnitude to warrant, in the City's opinion, the postponement of the date for
submission of Proposals, an addendum will be issued announcing the new date.

A potential Developer who finds omissions, discrepancies, ambiguities, or conflicts in any of the RFP documentation or who is in doubt as to the meaning the RFP should notify the City Contact in writing. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an addendum. The decisions and interpretation of the City shall be binding. No oral explanation or interpretation shall modify any of the requirements or provisions in the RFP documents.

**Developer Acceptance of the RFP**
By submitting a Proposal in response to this RFP, the Developer accepts all of the terms and conditions described in this RFP, including the License and the Ground Lease.

**Attachments**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I</td>
<td>Scope of Services and Project Description</td>
</tr>
<tr>
<td>Section II</td>
<td>Proposal Submittal Requirements</td>
</tr>
<tr>
<td>Section III</td>
<td>Evaluation Criteria</td>
</tr>
<tr>
<td>Section IV</td>
<td>Sample Agreements</td>
</tr>
<tr>
<td>Section V</td>
<td>Request for Business Status</td>
</tr>
<tr>
<td>Section VI</td>
<td>W-9 Request for Taxpayer Identification</td>
</tr>
</tbody>
</table>
SECTION I
SCOPE OF SERVICES AND PROJECT DESCRIPTION

The City seeks a qualified Developer to construct and thereafter operate affordable housing at the Properties described below:

**Property: 15961 E. Colfax Avenue, Aurora, CO**
- City-owned property located between East Colfax Avenue and East 16th Avenue.
- Lot 2, Block 1, Gleam II Car Wash Subdivision Filing No. 1 (See Illustration for Exhibit A).
- The Property is in City Council Ward 2.
- The lot size of the Property is approximately 64,015 square feet (approx. 1.47 acres).
- The Property is zoned MU-C.
- This property purchased in 2022 by the City for $826,247 (“Acquisition Price”).
- The city would like to see multi-family Affordable Housing developed on the Property that consist of greater than 75% affordable units.

**Property: 15978 E. 16th Avenue, Aurora, CO**
- City-owned property located between East Colfax Avenue and East 16th Avenue.
- Lot 3, Block 1, Gleam II Car Wash Subdivision Filing No. 1 (See Illustration for Exhibit B).
- The Property is in City Council Ward 2.
- The lot size of the Property is approximately 61,218 square feet (approx. 1.41 acres).
- The Property is zoned MU-C.
- This property purchased in 2022 by the City for $826,247 (“Acquisition Price”).
- Development of this property will require construction of the south section of 16th Avenue.
- The City would like to see multi-family Affordable Housing developed on Property that consists of greater than 75% affordable units.

Each Proposal should include and consider the following Project criteria:
- **Affordability**: The majority of units must be affordable to households with incomes at or below 80% of the area median income (AMI). Additional consideration will be given to projects that meet HSC’s Strategic Plan goal of units for households at 30% AMI or lower, as published by the Colorado Housing and Finance Authority, without the need for additional rental assistance. Additional consideration will be given to projects that include 75% or more units affordable to households with incomes at or below 80% of AMI.
- **Unit Sizes**: The proposed project may include a range of unit sizes. Additional consideration will be given to projects that include three-bedroom units or larger.
- **Density**: Maximize the number of units while providing units that meet the needs of the community.
- **Community Service Space**: The development plan must include a community serving space. Additional consideration will be given to projects with partnerships identified for the community-serving space.
- **Sustainability**: Overall project sustainability will be evaluated including any achievement of certification (*i.e.*, LEED).
- **Creativity**: While creativity with respect to any of the criteria is not a requirement, the City will consider any creative options with respect to green space, sustainability, commercial mixed uses, public spaces, incorporation of public transit, and design and architecture.
- **Capacity**: Capacity of the Developer to finance, construct, develop and operate the project in its Proposal, and ability to deploy funds quickly and respond with urgency to the current housing crisis.
- **Partnerships**: Demonstration of committed partnership(s) and collaboration with other entities to develop and operate project.
- **Housing Model**: Demonstrated success of diverse housing models in creating long-term housing stability for the proposed population as specified in the RFP.

Additional commercial space could be included in the Project but is not required. The City will consider any creative Proposals with respect to green space, sustainability, commercial uses, and design.
The above described parcel contains 64,177 square feet (1.473 acres) more or less.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

City of Aurora, Colorado

A parcel of land situated in the SW 1/4 of Sec. 32, T3S, R66W, 6th P.M., City of Aurora, County of Adams, State of Colorado.
THE ABOVE DESCRIBED PARCEL CONTAINS 55,151 SQUARE FEET (1.266 ACRES) MORE OR LESS

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.
SECTION II
PROPOSAL SUBMITTAL REQUIREMENTS

The total length of each Proposal shall not exceed 30 pages, excluding the cover letter, index/table of contents, front and back covers, title page, separation tabs, and resumes (provided that resumes are 1 page each, maximum). Developers are expected to provide a concise narrative response that explains exactly how they plan to meet the City’s requirements for the Project. It is not sufficient to simply restate the requirement or provide generic boilerplate responses. Developers must use 10-point font or larger. Use of figures, photographs, or other graphics within the page constraints indicated is up to the discretion of the Developer. The City cannot guarantee review of voluminous firm-specific or other information contained as an appendix.

Each Proposal must include the following information, at a minimum:

1. **Transmittal Letter.** The transmittal letter must be signed by an authorized representative of the Developer’s company confirming the Developer’s availability to design, finance, construct, own, and operate an affordable housing development on Property. The transmittal letter must also state that the Developer has read, understood, and accepted each section of the RFP. The transmittal letter must also include the following:
   - Firm Name
   - Business Address
   - Primary Contact Name, Telephone Number and Email Address
   - Year Established
   - Type of Organization/Entity

2. **Experience and Financial Capacity.** Each Proposal must include:
   a. A business plan, operations plan, detailed maintenance plan, and financial model that demonstrates the ability to design, finance, construct, own, and operate an affordable housing development on Property for the duration of the Ground Lease.
   b. Detailed information on the Developer’s background and experience as it relates to the scope of services and demonstrate the developer’s success in implementing similar projects in Colorado.
   c. Documents to demonstrate financial strength.

3. **Staff.** Each Proposal must include a list of staff members and their proposed roles in the Project, with their relevant experience, including only personnel that would play a significant role in the Project.

4. **References.** Each Proposal must include at least 3 references from property owners, or public or private entities for work of a similar scope of services, including the name, point of contact, address, email address and phone number.
5. Development Plan. Each Proposal must include the following, at a minimum:
   a. A narrative detailing the Developer's plan to design, finance, construct, own, and operate an affordable housing development on the Property.
   b. Details regarding the composition of the Project, including any active commercial space, community-serving space, and the number of residential units that will be provided, by affordability and bedroom count.
   c. A detailed summary of the unit mix for the development.
   d. A description of how the Project will contribute to Aurora’s Housing Strategy Plan.
   e. Vertical plans.
   f. Detailed plan to have an operable housing facility within ___ years of execution of the Ground Lease, including an overall project schedule with the timing of major work tasks for implementation of the Project.
   g. A detailed description of the Developer’s plan for common area maintenance (“CAM”) and long-term management of the Project.
   h. A detailed description of the plan to provide security for the Project and surrounding community.
   i. Design options, including without limitation materials, style, and sustainability.
   j. A narrative detailing the Developer's customer service approach, including response time for repairs and a detailed maintenance plan.
   k. Any social and environmental enhancing elements of the proposed project and provide a brief description of each.
   l. A narrative detailing the Developer’s approach to coordination with the City's Office of Development Assistance (“ODA”), a list of necessary public or on-site improvements.

6. Ownership. Each Proposal must describe the proposed ownership and management structure of the Project, including detail regarding partnerships with investors or others.

7. Budget and Financing. Each Proposal must include:
   a. A detailed description of the proposed budget for the Project, including a 20-year cash flow Pro Forma that demonstrates viability of the project based on the affordability requirements.
   b. A description of how the contribution of the Property by the City reduces the financing gap.
   c. A conceptual outline of proposed financing sources for the Project, identifying how the financing will be structured with the Ground Lease.
   d. Most recent 3 years of consolidated, audited financials.
8. **Timeline.** Each Proposal must include a timeline that includes due diligence, securing financing, permitting, licenses and other approvals necessary for design and construction, as well as for long-term operations and maintenance. Additional consideration will be given to Proposals with shorter timelines.

9. **Community Engagement.** Each Proposal must include:
   
a. A community engagement plan, including a detailed summary of historical community knowledge, planned community engagement during the RFP process, future engagement in the planning/design/construction process, and communication plans for post-construction operations.

   b. Identification of a minimum of one stakeholder in this community that supports the Project.

10. **Co-Benefits or Incentives.** Each Proposal may include a description of any co-benefits or incentives to the City, including a description of any City advertising space opportunities and benefits.

11. **Subcontractors.** Each Proposal must include a list of all subcontractors and their roles, including resumes and qualifications of key personnel, as appropriate.
### SECTION III
#### EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Excellent</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
<th>Does Not Meet</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Does the Project Address Housing Strategy Needs?</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Design:</strong> Project is well-planned, and a detailed description is provided. Respondent has demonstrated experience on projects of similar size and scope.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many units is the developer building?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many units are being preserved?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Impact and Outcome:</strong> Clear outcome, large or long-lasting positive impact on low- or moderate-income households. Moves the needle toward the City's housing goals.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many of the units will be affordable?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>What AMI levels will be served?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the project in a designated redevelopment area such as an Urban Renewal District?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the project in close proximity to a transit or a TOD (transit-oriented development) area?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Criteria</strong></td>
<td>Excellent</td>
<td>Good</td>
<td>Fair</td>
<td>Poor</td>
<td>Does Not Meet</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Is the pro forma completed?</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Does the Respondent have a full financial stack for the acquisition costs?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the Respondent have financial backing?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Criteria

<table>
<thead>
<tr>
<th>Question</th>
<th>Excellent</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
<th>Does Not Meet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will the Respondent be completing a LIHTC application for the construction phase of the Project?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the Respondent have the support needed to complete a LIHTC application?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Readiness/Timeliness:** Project can begin within two years of funding award.

### Committed Match Funds

<table>
<thead>
<tr>
<th>Category</th>
<th>Excellent 18-25 Points</th>
<th>Adequate 9-17 Points</th>
<th>Needs Improvement 0-8 Points</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed Match Funds (based on committed funds as share of total Project cost) – Other Federal Funds, State Funds, Private Contributions, LIHTC Funding (No Soft Costs)</td>
<td>81-100% Committed Match</td>
<td>61-80% Committed Match</td>
<td>0-60% Committed Match</td>
<td></td>
</tr>
</tbody>
</table>

### Completeness of Application

<table>
<thead>
<tr>
<th>Category</th>
<th>Excellent 20-30 Points</th>
<th>Adequate 10-19 Points</th>
<th>Needs Improvement 0-9 Points</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completeness of Application</td>
<td>Respondent turned in complete application and all required materials.</td>
<td>Respondent turned in complete application, but vital materials for review were missing.</td>
<td>Respondent submitted an incomplete application and late materials required for review.</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Subtract 20 Points (if warranted)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-----------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous Development in the City: Did the Developer Meet Project Deadlines? If the developer has not worked with the City before or has performed as expected - No points will be taken away</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Deductions will be taken for projects that did not meet project deadlines or had construction issues]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BONUS SCORING**

<table>
<thead>
<tr>
<th>Category</th>
<th>Criteria</th>
<th>Total Points Available for this section</th>
<th>Total Points Earned</th>
</tr>
</thead>
</table>
| Preventing Displacement              | • The Project actively promotes residents remaining in homes that are affordable and prevents displacement  
• The Project preserves or rehabilitates existing housing and/or establishes permanent affordability for tenants  
• The Project promotes affordable ownership to residents that would otherwise become displaced | 5                                      |                     |
<table>
<thead>
<tr>
<th>Category</th>
<th>Criteria and/ or Possible Projects</th>
<th>Total Points Available for this section</th>
<th>Total Points Earned</th>
</tr>
</thead>
</table>
| Innovation | • The Project promotes diverse housing types  
• The Project promotes unique funding models and/or ownership opportunities  
• The Project aligns with City-wide goals like climate action commitments and other priorities | | 5 |
SECTION IV
SAMPLE AGREEMENTS
EXHIBIT A

LICENSE AND OPTION AGREEMENT

This LICENSE AND OPTION AGREEMENT (the "Agreement") is entered into this ____ day of _______________, 20__ (the "Effective Date"), by and between the City of Aurora, a Colorado home rule municipality with an address of c/o Real Property Services Manager, 15151 East Alameda Parkway, Suite 3200, Aurora, CO 80015 (the "City") and ______________________, a ________________ with an address of ______________________ ("Licensee") (each a "Party" and collectively the "Parties").

WHEREAS, the City is the owner of certain real property generally described as ______________________ and more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Premises");

WHEREAS, the City has placed a deed restriction on the Property, recorded with Arapahoe County at Reception No. ______ (the "Deed Restriction"); and

WHEREAS, the City wishes to contract with one or more qualified development partners (each a "Developer") to construct, finance, operate, and maintain an affordable housing development on the Premises (the "Project"), through a long-term ground lease with the City (the "Ground Lease"); and

WHEREAS, Licensee wishes to have access to the Premises for the purpose of conducting due diligence to determine whether it will act as a Developer.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License.

   a. Grant. The City hereby grants to Licensee and its authorized agents and representatives a nonexclusive license (the "License") to access, use and occupy the Premises in compliance with this Agreement. Licensee acknowledges that Licensee does not have the right to exclude the City or its employees or authorized agents and representatives from the Premises.

   b. Purpose. Licensee and its authorized representatives and agents shall have the right to enter upon the Premises during normal business hours, subject to the advanced notification requirements herein, and subject to any existing licenses, for any lawful due diligence purpose to investigate with respect to the physical, environmental, financial, economic, and legal suitability, developability, constructability and feasibility of acting as a Developer, all at Licensee's sole cost. Licensee activities on the Premises
pursuant may include without limitation: obtaining permits and approvals, surveying, conducting environmental site assessments, data collection, and other investigations.

c. **Condition of Premises.** Licensee has inspected and is familiar with the Premises and accepts the Premises "as is". The City shall not be required to perform any work or furnish any materials in order to prepare the Premises for Licensee's occupancy under the License.

2. **Option.**

   a. **Grant.** In addition to the License, the City hereby grants Licensee an exclusive option to lease the Premises, under the terms and conditions in this Agreement and as set forth in the ground lease (the "Option").

   b. **Exercise.** Prior to expiration of the Due Diligence period, Licensee may exercise its Option by providing the City with written notice of its intention to exercise the Option in writing (the "Option Notice"). Upon Licensee's exercise of its Option, the Parties shall enter into the Ground Lease, subject to approval by the Aurora City Council. Upon execution of the Ground Lease, the terms and conditions of such Ground Lease shall govern Licensee's use and access to the Premises and any improvements thereon, and this Agreement shall automatically terminate. If for any reason the Parties cannot agree on the terms of the Ground Lease within 30 days of the Option Notice, the Option shall automatically terminate and be of no further force and effect.

   c. **Expiration.** If Licensee does not provide the City with the Option Notice before the expiration of the Due Diligence Period, the Option shall automatically terminate and be of no further force or effect.

3. **Due Diligence Period.**

   a. **Time.** The Due Diligence Period shall commence on the Effective Date and shall terminate on ____________. Upon expiration of the Due Diligence Period, unless this Agreement is earlier terminated, Licensee may either exercise its Option, or allow its rights under the Option to lapse.

   b. **Purpose.** During the Due Diligence Period, Licensee shall diligently undertake and conduct its due diligence activities in good faith to arrive at its decision regarding the Option to Agreement in an efficient and reasonable manner. Licensee shall not undertake any development or construction improvements during the Due Diligence Period, without the express written consent of the City in each instance.

   c. **Fee.** Within 7 days of the Effective Date, Licensee shall pay to the City a non-refundable fee of $______ (the "Due Diligence Fee").
4. **Licensee's Obligations.**

   a. **Notice.** At least 24 hours prior to entering the Premises, Licensee shall provide the City with written notice of its intent to enter, along with a description of the activities to be conducted.

   b. **Liens.** Licensee shall not permit any liens or encumbrances to arise against the Premises in connection with its activities hereunder.

   c. **Compliance.** Licensee shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Licensee shall also comply with the Deed Restriction at all times.

5. **Insurance.** Licensee shall procure and maintain throughout the Term the insurance described in **Exhibit 2**, attached to and incorporated into this Agreement, and provide the certificates of insurance to the City. Licensee shall name the City as additional insured on all policies of insurance.

6. **Indemnification.** Licensee agrees to indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Licensee, or of any other person or entity for whose act or omission Licensee is liable, related to construction of the Improvements or this Agreement (the "Claims"); and Licensee shall pay any and all judgments rendered against the City as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the City in defending any such suit, action or claim arising out of or related to Claims; provided however, that Licensee shall not indemnify, defend or hold the City harmless for the City's own negligence.

7. **Termination.**
a. **By Expiration.** This Agreement shall expire upon termination of the Due Diligence Period.

b. **By Licensee.** Licensee may terminate this Agreement by providing the City with 30 days' prior written notice, for any of the following reasons:

   i. If any governmental agency denies a request by Licensee for or revokes a permit, license or approval that is required for Licensee to conduct its Due Diligence;

   ii. If the Premises are damaged or destroyed to an extent that prohibits or materially interferes with Licensee's use and eventual development of the Leased Premises; or

   iii. If Licensee determines that it will be unable to secure sufficient financing or approvals required for acting as a Developer for the Project.

c. **By the City.** If Licensee defaults in the performance of any of its obligations hereunder and such default continues for more than 30 days after receipt of written notice of the default from the City, the City shall have the right to terminate this Agreement.

d. **Effect.** Upon termination of this Agreement, Licensee shall lose all rights to access in and about the Premises and shall promptly remove all equipment and property it has placed on the Premises and restore the Premises to the condition that existed as of the Effective Date.

6. **Miscellaneous.**

   a. **Modification.** This Agreement may only be modified by subsequent written agreement of the Parties.

   b. **Integration.** This Agreement and any attached exhibits constitute the entire agreement between the Parties, superseding all prior oral or written communications.

   c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

   d. **Severability.** If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

   e. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.
f. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

g. **No Joint Venture.** Notwithstanding any provision hereof, the City shall never be a joint venture in any private entity or activity which participates in this Agreement, and the City shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

h. **Notice.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

i. **Recording.** This Agreement shall be recorded with the Arapahoe County Clerk and Recorder.

j. **Assignment.** Licensee shall not assign any of its rights or obligations under this Agreement without prior written approval of the City.

k. **Force Majeure.** No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attacks, strikes, riots, war, labor disputes, pandemics or the authority and orders of government.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF AURORA, COLORADO

By: ________________________________

________________________________

Mike Coffman, Mayor

________________________________

ATTEST:

________________________________

Kadee Rodriguez, City Clerk

MASTER LESSEE:

By:

Print ________________________________

Name:

Title: ________________________________
APPROVED AS TO FORM:

__________________________________
Assistant City Attorney

REVIEWED FOR THE CITY:

__________________________________
Real Property Services Manager

_______________________________
Housing and Community Services Manager
EXHIBIT 2
Insurance Requirements
EXHIBIT B

GROUND LEASE

This GROUND LEASE (the "Lease") is entered into this ____ day of ____________, 20__ (the "Effective Date"), by and between the City of Aurora, a Colorado home rule municipality with an address of c/o Real Property Services Manager, 15151 East Alameda Parkway, Suite 3200, Aurora, CO 80015 (the "City") and ________________, a ________________ with an address of ________________ ("Master Lessee") (each a "Party" and collectively the "Parties").

WHEREAS, the City is the owner of certain real property generally described as ________________ and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Premises");

WHEREAS, the City has placed a deed restriction on the Property, recorded with Arapahoe County at Reception No. ______ (the "Deed Restriction"); and

WHEREAS, Master Lessee has agreed to construct an affordable housing project on the Premises in compliance with this Lease and the Deed Restriction (the "Project").

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant.** Subject to the terms of this Lease, the City hereby leases the Premises to Master Lessee and Master Lessee hereby leases the Premises from the City.

2. **Term.** This Lease shall commence on the Effective Date and shall end ___ years later, unless sooner terminated pursuant to this Lease.

3. **Rent.** The rent under this Lease shall be $_____ per year (the "Rent"), payable on the Effective Date and on, or before, the anniversary date of each year of this Lease.

4. **Construction.**
   
   a. **Affordable Housing.** Master Lessee shall finance, construct, operate and maintain the improvements required for the affordable housing project defined in Exhibit B (the "Improvements") in compliance with this Lease and all applicable law.
   
   b. **Condition of Premises.** Master Lessee acknowledges that it takes the Premises as is, where is, with all faults. The City expressly disclaims any warranties, express or implied, regarding the Premises, its suitability for the purpose intended by Master Lessee or otherwise, including without limitation the physical condition of the Premises, title to the Premises, the boundaries of the Premises, pest control matters, soil conditions, the presence of hazardous materials, compliance with building, health, safety,
land use and other laws and regulations. Master Lessee acknowledges that, to the extent legally required, the disclaimer of warranties contained in this Section are conspicuous disclaimers. The taking of possession of the Premises by Master Lessee shall be conclusive evidence as against the City that the Premises were in good and satisfactory condition for the purpose intended when Master Lessee took possession.

c. **Schedule.** On or before _____, Master Lessee shall obtain a building permit to commence construction of the Project. The Project shall be completed on or before __________.

d. **Licenses and Permits.** Master Lessee shall, at its expense, obtain all licenses and permits required for construction of the Project.

e. **Demolition of Existing Improvements.** Master Lessee shall have the right to demolish and remove all structures and other improvements on the Premises, at Master Lessee's sole cost and expense.

f. **Liens.** Master Lessee shall not allow any lien to be placed upon the Premises.

g. **Ownership.** During the Term of this Lease, Master Lessee shall be considered to be the owner of the Improvements. Upon expiration or termination of this Lease, title and ownership of the Improvements shall automatically transfer to the City.

5. **Additional Obligations of Master Lessee.**

a. **Compliance.** Master Lessee shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Master Lessee shall also comply with the Deed Restriction at all times.
b. **Reporting.** Master Lessee shall file with the City a copy of all reports and other information necessary for Master Lessee to comply with applicable federal laws and regulations pertaining to providing affordable housing as required by HUD. Master Lessee shall retain all such reports for a period of 5 years after the termination of this Lease.

c. **Utilities.** Master Lessee shall contract in its own name for all utilities including electric, cable, gas, telephone service, sewer, and water service furnished to the Premises and shall pay the provider/supplier directly for the same. The City does not warrant nor guarantee the continued availability of any or all of the utility services necessary or desirable for the use of the Premises for Affordable Housing. Master Lessee shall be responsible for payment of all connection fees, tap fees, turn on fees and any similar fees applicable to the Premises.

d. **Maintenance.** Master Lessee, at its cost, shall maintain in good order and repair all improvements on the Premises.

e. **Damage or Destruction.** If the Improvements are damaged or destroyed by casualty, fire or otherwise to an extent which renders them untenantable, Master Lessee shall rebuild or repair such damaged or destroyed portions. If Master Lessee fails to proceed with such repair or rebuilding within 180 days after the damage or destruction, this Lease shall terminate, provided that this deadline may be extended at the sole discretion of the City, if Master Lessee has made good faith efforts to proceed with the rebuilding or repair.

f. **Surrender.** Upon termination of this Lease, Master Lessee shall surrender the Premises to the City. The ownership of all Improvements shall be transferred to the City, and Master Lessee shall have no right, title or claim to such improvements. All personal property of Master Lessee remaining on the Premises after the expiration or other termination of this Lease will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by the City without written notice to Master Lessee.

6. **Cooperation.** The City, in its capacity as fee owner, agrees that, within 14 days after receipt of written request from Master Lessee, it will join in applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work in furtherance of the Project. Notwithstanding anything in this Lease to the contrary, the City shall not be obligated to approve any of Master Lessee's land use applications.

7. **Taxes.**

a. **Responsibility.** Commencing on the Effective Date, Master Lessee shall pay directly to each taxing authority all taxes levied against the Premises, including property taxes, special assessments and other similar charges.
b. **Protest.** Master Lessee may protest or seek a reduction of taxes from any taxing authority. The City agrees to reasonably assist Master Lessee at Master Lessee's sole cost and expense, in such protest. Any savings effected shall belong solely to Master Lessee.

8. **Insurance.** Master Lessee shall procure and maintain throughout the Term the insurance described in [Exhibit C](#), attached to and incorporated into this Lease, and provide the certificates of insurance to the City. Master Lessee shall name the City as additional insured on all policies of insurance.

9. **Indemnification.** Master Lessee agrees to indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Master Lessee, or of any other person or entity for whose act or omission Master Lessee is liable, related to construction of the Improvements or this Lease (the "Claims"); and Master Lessee shall pay any and all judgments rendered against the City as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the City in defending any such suit, action or claim arising out of or related to Claims; provided however, that Master Lessee shall not indemnify, defend or hold the City harmless for the City's own negligence.

10. **Assignment.**

   a. **To Affiliate.** Master Lessee may assign this Lease to an affiliate of Master Lessee without advance notice to or consent of the City; provided, however, that in no event may Master Lessee assign this Lease prior to the issuance of a final certificate of occupancy for the Project. For purposes of this Lease, the term "affiliate" shall mean a corporation, limited liability company, partnership, joint venture, association, business trust or similar entity that directly or indirectly controls, is controlled by, or is under common control with Master Lessee, and "control" shall mean the power to direct the management and policies of an entity through the ownership of at least a majority of its voting interests or otherwise, or the right to, designate or elect at least a majority of the members of its governing body.

   b. **To Others.** Master Lessee may only assign this Lease to any party other than an affiliate with the prior written approval of the City. Master Lessee shall pay reasonable costs of the City's legal fees in reviewing any documentation relating to a proposed assignment.

11. **Subletting.** Master Lessee may sublet any part of the Premises in compliance with the Deed Restriction. Notwithstanding any sublease, Master Lessee shall remain fully liable on this Lease.

12. **Pledge and Subordination of Leasehold Interest.** Master Lessee may assign, pledge, subordinate, hypothecate, grant a deed of trust in, or mortgage Master Lessee's
leasehold interest under this Lease as security for Master Lessee's financing, provided
that notice is provided to the City within 10 days after execution and further provided
that such actions have no effect on the City's fee title to the Property.

13. Bankruptcy. This Lease constitutes a lease of real property within the meaning of
Section 365(b)(3) of the Bankruptcy Code, U.S.C. § 101, et seq. (the "Bankruptcy Code").
If a bankruptcy case is filed by or against Master Lessee and Master Lessee proposes to
assign this Lease to a person that has made a bona fide offer to accept an assignment of
this Lease, then Master Lessee shall give the City notice of the intended assignment (the
"Notice of Intended Assignment") within 20 days after receipt of the offer by Master
Lessee, but in any event no later than 10 days prior to the date on which Master Lessee
applies to a court of competent jurisdiction for the authority and approval to enter into
the assignment. The Notice of Intended Assignment shall include: the name and address
of the proposed assignee; all of the terms and conditions of the offer; and adequate
assurances of the proposed assignee's future performance under the Lease, including the
assurances referred to in Section 365(b)(3) of the Bankruptcy Code.


a. By Master Lessee. Each of the following is a default of this Lease by Master
Lessee:

i. If Master Lessee fails to perform any of its obligations under this Lease and
fails to remedy the same within 30 days after Master Lessee is given a written
notice specifying the same; provided that, if the nature of the violation is such that
it cannot reasonably be remedied within 30 days, and Master Lessee provides
evidence to the City that the violation cannot reasonably be remedied within 30
days, then the violation shall be remedied as soon as reasonably practicable, but
in any case, within 90 days of the original notice.

ii. If an involuntary petition is filed against Master Lessee under a bankruptcy
or insolvency law or under the reorganization provisions of any law, or when a
receiver of Master Lessee, or of all or substantially all of the property of Master
Lessee, is appointed without acquiescence, and such petition or appointment is
not discharged or stayed within 90 days after the happening of such event.

iii. If Master Lessee makes an assignment of its property for the benefit of
creditors or files a voluntary petition under a bankruptcy or insolvency law, or
seeks relief under any other law for the benefit of debtors.

b. By the City. The City shall be in default of this Lease if the City fails to
perform any of its obligations under this Lease and fails to remedy the same within 30
days after the City is given a written notice specifying the same; provided that, if the
nature of the violation is such that it cannot reasonably be remedied within 30 days, and
the City provides evidence to Master Lessee that the violation cannot reasonably be
remedied within 30 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 90 days of the original notice.

15. Remedies.

a. Against Master Lessee.

i. If a Master Lessee default occurs, the City may, in its sole discretion and without waiving any other rights under this Lease or available to the City, cause construction of all or part of the Project to be completed and recover appropriate damages from Master Lessee. If the City proceeds to complete the Project, Master Lessee shall, at the City's request, promptly deliver a copy of all of Master Lessee's plans and specifications related to construction of the Development.

ii. If Master Lessee fails to surrender in compliance with this Article, the City may enter upon the Premises and expel or remove Master Lessee and Master Lessee's personal property therefrom without prejudice to the City's right to pursue additional remedies.

iii. In addition to the specific remedies set forth herein, the City shall have all other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy. The expiration of this Lease shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

b. Against the City. If a City default occurs, Master Lessee shall have all remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy, provided that Master Lessee shall never have the remedy of specific performance against the City.


a. Modification. This Lease may only be modified by subsequent written agreement of the Parties.

b. Integration. This Lease and any attached exhibits constitute the entire agreement between the Parties, superseding all prior oral or written communications.

c. Binding Effect. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

d. Severability. If any provision of this Lease is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.
e. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

f. Third Parties. There are no intended third-party beneficiaries to this Lease.

g. No Joint Venture. Notwithstanding any provision hereof, the City shall never be a joint venture in any private entity or activity which participates in this Lease, and the City shall never be liable or responsible for any debt or obligation of any participant in this Lease.

h. Notice. Any notice under this Lease shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Lease.

i. Recording. This Lease shall be recorded with the Arapahoe County Clerk and Recorder.

j. Quiet Enjoyment. If Master Lessee complies with all terms of this Lease, Master Lessee shall at all times during the Term of this Lease be entitled to peaceable, exclusive and quiet enjoyment of the Premises. Notwithstanding the foregoing, the City or its agents may enter the Premises during normal business hours and upon reasonable notice to Master Lessee, or in the event of an emergency, at any time, to examine the same for any purpose.

k. Force Majeure. No Party shall be in breach of this Lease if such Party's failure to perform any of the duties under this Lease is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attacks, strikes, riots, war, labor disputes, pandemics or the authority and orders of government.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

CITY OF AURORA, COLORADO

By: ________________________________

______________________________
Mike Coffman, Mayor

MASTER LESSEE:

By: ________________________________

______________________________
Print Name:
EXHIBIT A
Premises
EXHIBIT B
Project
SECTION V
REQUEST FOR BUSINESS STATUS

Each Developer must provide the following information:

The North American Industry Classification System (NAICS) code for this award is ____.

The small business size standard the City of Aurora designates for this award is:
☑ U.S. dollars □ Employees

Business size status based on the above small business size standard:

☐ Large Business
☐ Small Business Enterprise

If the business is a Small Business Enterprise, please identify if the business is in one of the following categories:

☐ Minority-owned vendor
☐ Woman-owned vendor
☐ Minority/woman-owned vendor
☐ Veteran
☐ Disabled Veteran

From what source did you learn about this RFP?

☐ Website;
☐ Newspaper (please name the paper);
☐ Fax;
☐ Automatic notice by E-mail;
☐ Telephone call from buyer;
☐ Other (please describe): ____________________

Developer

__________________________________________

Contact Person

__________________________________________

Signature
SECTION VI
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9 form may be found at the following link http://www.irs.gov/pub/irs-pdf/fw9.pdf