



# Request for Proposals - Development Opportunity

## Atlas Waterfront **Area 5A**

### Coeur d'Alene, Idaho

- Mixed-Use

- Multifamily
- Retail
- Condominium



### Property Quick Facts

- **Location:** Along the Spokane River
  - **10 minutes** from downtown Coeur d'Alene
  - **40 minutes** from Spokane, WA
- **Total Land Area:** ~70.5 Acres
- **Zoning:** C-17 with PUD
- **Projected Yield**
  - **Single-Family** ± 100 to 150 lots
  - **Townhomes** ± 150 to 200 units
  - **Multifamily** ± 150 to 300 units
  - **Condo** ± 20 to 100 units
  - **Retail** ± 10,000 SF





# Development Opportunity

This RFP is for Area 5A, comprising 1.3 acres and is intended for mixed-use, either multifamily or condominium with retail on the ground floor.

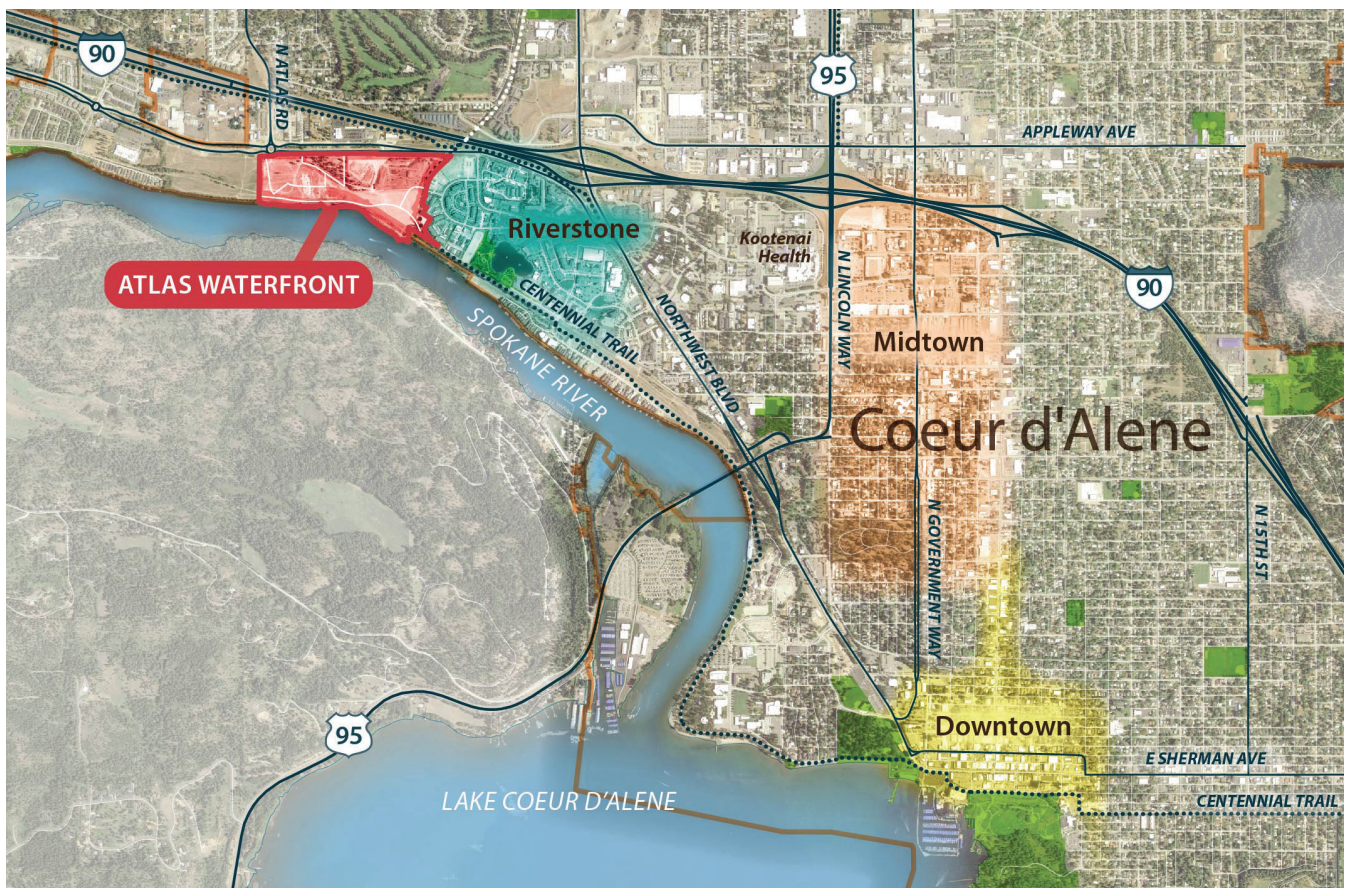
The Atlas Waterfront ("Site", "Property") offers a rare opportunity to develop within a new mixed-use community on desirable riverfront land adjacent to the Spokane River in beautiful Coeur d'Alene, Idaho.

The Property was the former site of the Atlas Mill and is one of the few remaining development sites of scale along the Spokane River. The Property's C-17 zoning designation, with desirable PUD zoning modifications, allows for a variety of housing types, along with office and retail uses. With its size and close-in location, the Atlas Waterfront is the premier development opportunity within the Coeur d'Alene market. The Property is owned by ignite cda, the Coeur d'Alene Urban Renewal Agency ("URA," or "ignite"). The Site development and remediation work will be funded or developed by ignite. ignite plans to market various development opportunities on the Site as site development and remediation progresses. ignite expects to release available development parcels in multiple phases.

## Vision

Create a Private Development Land Use and Public Space Plan that will:

- Support and activate the entire waterfront public space
- Balance public and private funding
- Create a unique and desirable neighborhood that reflects community values
- Provide pedestrian and bike access throughout
- Create a natural and unique neighborhood identity
- Develop in accordance with City Comprehensive Plan



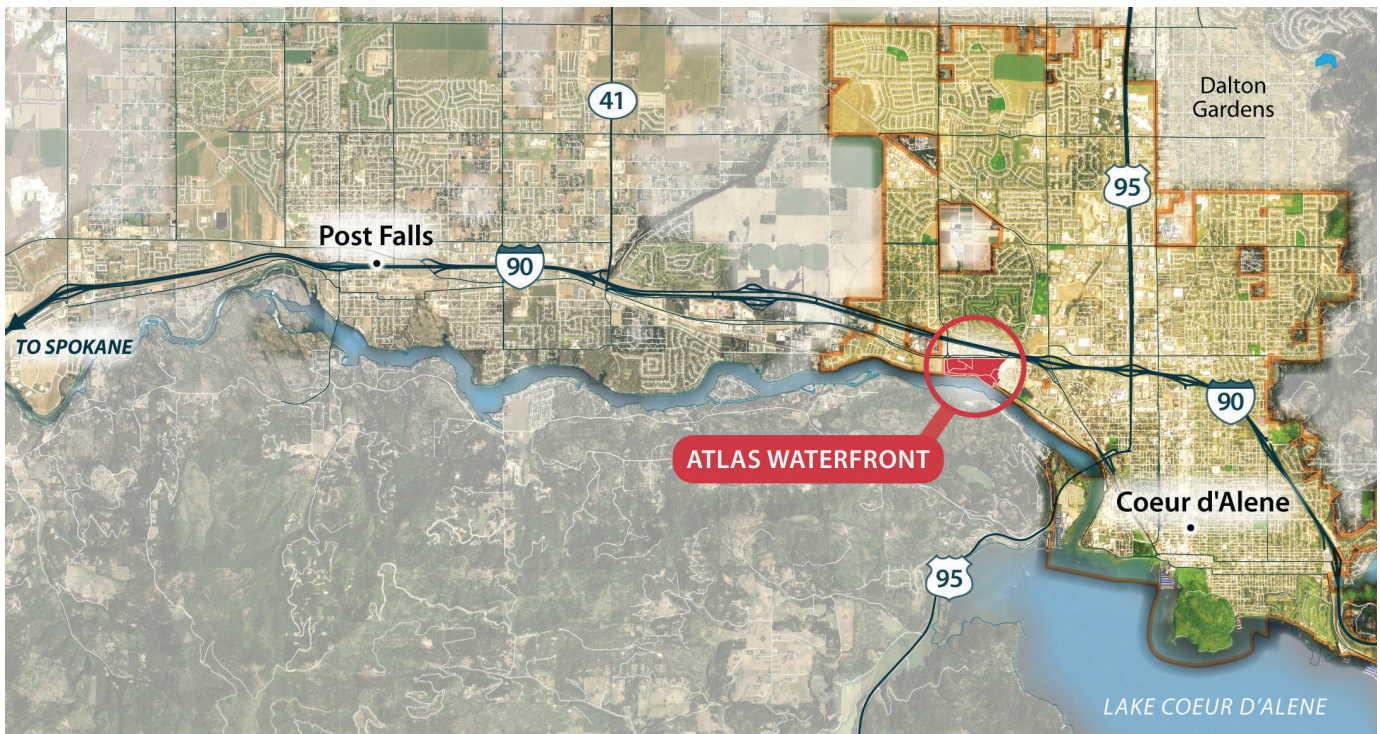


# Market Overview

The population in Kootenai County increased from 171,362 in 2020 to 179,789 in 2021, an increase of 5% in one year, representing approximately 8,427 new residents. Overall, the population increased by 41,295 residents from 138,494 in 2010, an increase of 30% (U.S. Census).

The unemployment rate in Coeur d'Alene was 2.5% as of April 2023.

Residential real estate sales volume in 2023 has decreased by over 30% year over year relative to 2022. The median home price has decreased but more modestly, by approximately 3%, from \$585,000 in 2022 to \$569,000 in 2023. The decrease in sales volume is likely due to the impact of higher mortgage rates, which impacts both a buyer's ability to pay, putting downward pressure prices and volumes, but also influences an existing homeowner's likelihood of moving, given the challenge of finding an affordable replacement. Home prices remain high in historical context, having more than doubled in the past 5 years, creating housing affordability challenges in the region.

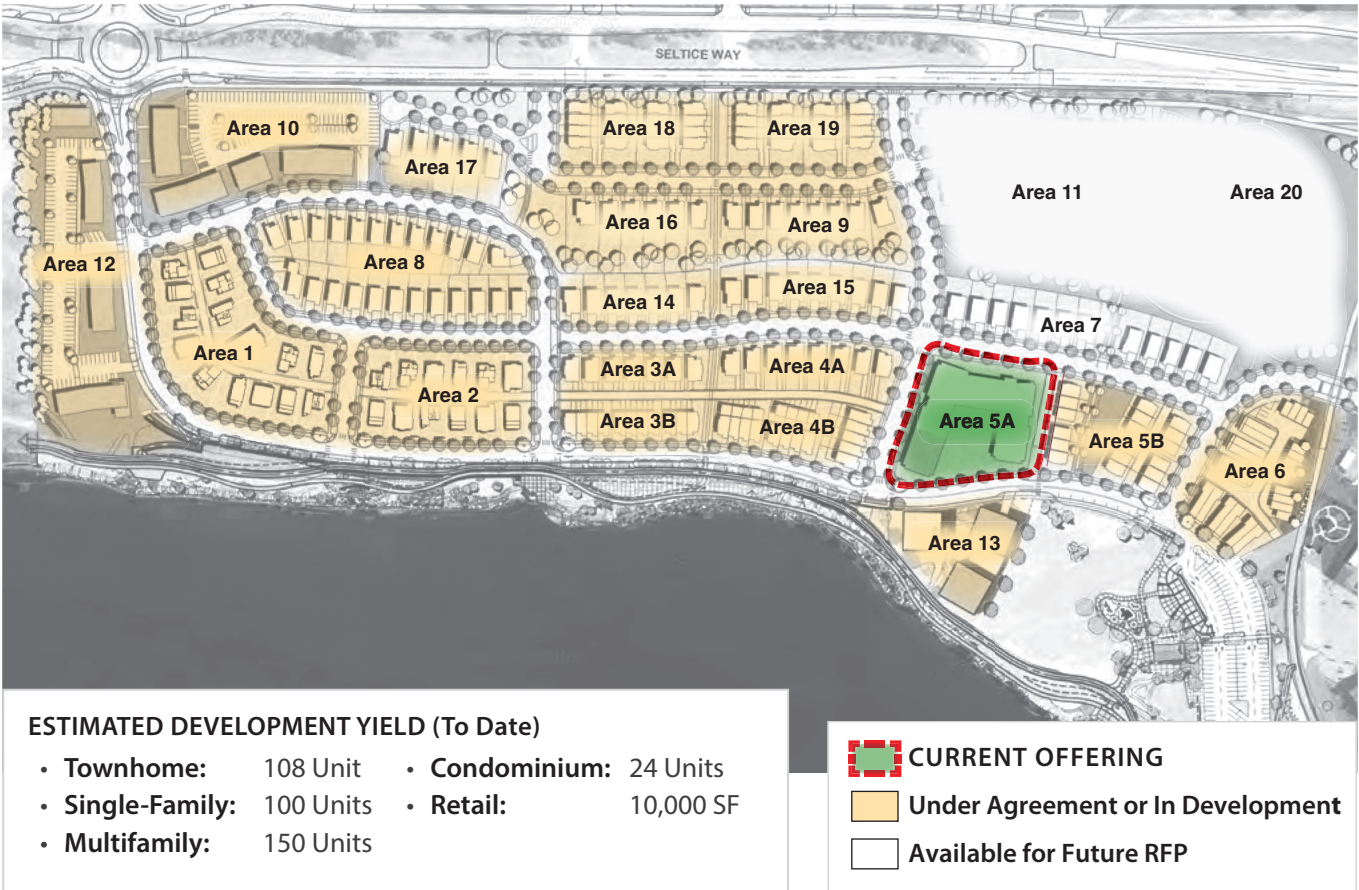


RESIDENTIAL MARKET DATA MLS SALES SUMMARY Price Range	2021			2022			2023 YTD		
	NEW HOME SALES	TOTAL HOME SALES	% OF TOTAL HOME SALES	NEW HOME SALES	TOTAL HOME SALES	% OF TOTAL HOME SALES	NEW HOME SALES	TOTAL HOME SALES	% OF TOTAL HOME SALES
Less than \$200,000	0	2	0%	0	0	0%	0	1	0%
\$200,001 - \$300,000	0	29	3%	0	10	1%	0	2	1%
\$300,001 - \$400,000	12	193	17%	0	83	9%	0	29	12%
\$400,001 - \$500,000	29	298	27%	6	203	23%	1	53	21%
\$500,001 plus	98	602	54%	148	586	66%	40	165	66%
<b>TOTAL SALES</b>	<b>139</b>	<b>1,124</b>	<b>100%</b>	<b>154</b>	<b>882</b>	<b>100%</b>	<b>41</b>	<b>250</b>	<b>100%</b>
<b>Median Sale Prices</b>	<b>\$595,000</b>	<b>\$521,000</b>		<b>\$725,495</b>	<b>\$585,000</b>		<b>\$705,000</b>	<b>\$569,000</b>	
<b>% Change prior year</b>	<b>39.56%</b>	<b>35.32%</b>		<b>21.93%</b>	<b>12.28%</b>		<b>-2.82%</b>	<b>-2.74%</b>	

Source: Valbridge, Kootenai County MLS

# Project Background

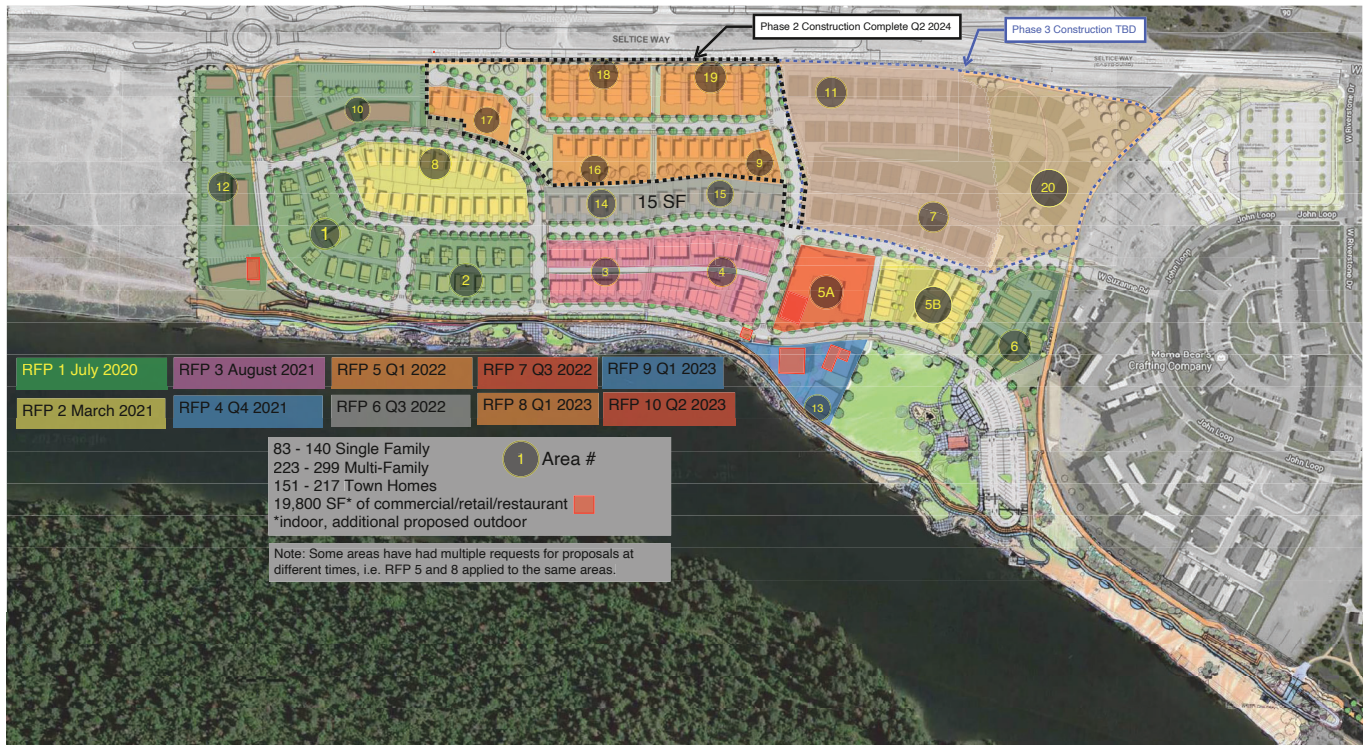
Over 50% of the developable land at Atlas Waterfront is under construction or in contract. The remaining land is predominantly expected to be for residential use, including single family, townhome, and multifamily. Development agreements have been signed for the areas depicted below and proposed product types include multifamily, single-family, townhome, condominium, and retail. Development commenced in 2021 and is underway in ten development areas in 2022, with additional development areas to begin construction in Q3 and Q4 2022. Below is a table summarizing the estimated development yield based upon proposals to date.





# Infrastructure Updates

All infrastructure and landscaping improvements in those areas are scheduled for completion in summer 2023. Further detail is available on the ignite website related to the [Infrastructure Plan Set](#) and the [Recorded Plat](#).





# PUD Amendments

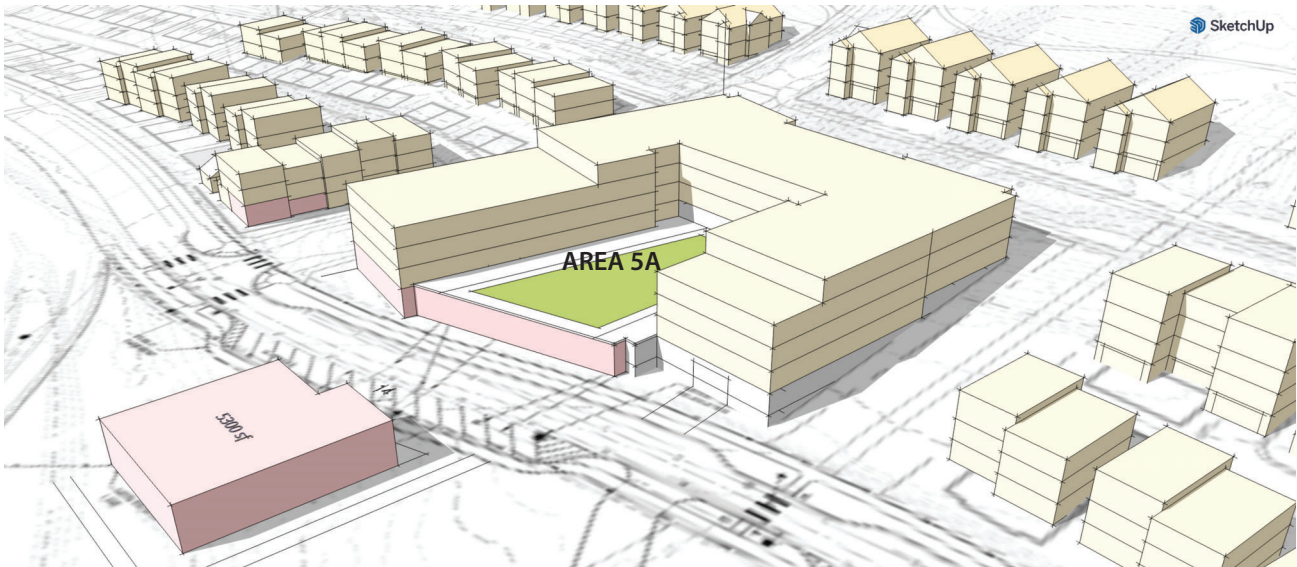
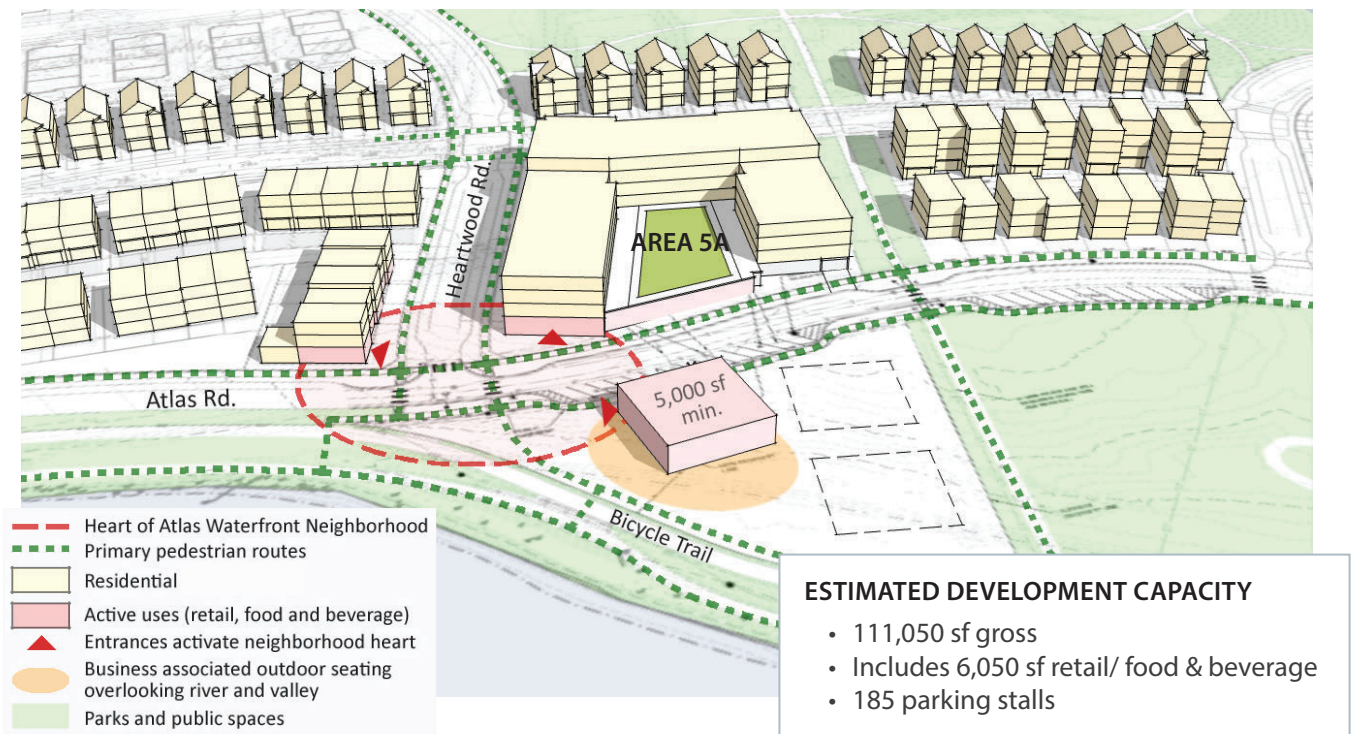
The Planning Commission approved the Planned Unit Development and Preliminary Plat for the Atlas Waterfront Project at their November 12, 2019 meeting. This included the [Atlas Waterfront Neighborhood Development Standards](#). A minor modification to the PUD was approved by the Planning Commission on March 10, 2020, which clarified allowed uses within specific areas of the project, allow for the maximum number of residential units to be moved between areas or blocks so long as the total count is not exceeded, and added clarifications on development standards such as fencing and gates. There was a second PUD amendment in February 2021. A third PUD amendment was approved in March 2022. Area 5 changes are described in the table below. Please refer to the PUD for changes related to other areas at Atlas Waterfront.

CURRENT PUD LAND USE & DEVIATIONS	PROPOSED ADDITIONAL LAND USE & DEVIATIONS	JUSTIFICATION
<b>DEVELOPMENT AREA 5</b>		
<ul style="list-style-type: none"> <li>Retail SW Corner</li> <li>TH, MF, MU on west half (5A)</li> <li>TH on east half (5B)</li> </ul>	<ul style="list-style-type: none"> <li>Allow TH, MF, MU on 5A and 5B. Require a minimum of 1,500 sf of retail or restaurant on SW corner or 1,000 SF interior with minimum 500 sf exterior public/private plaza/dining area.</li> <li>Allow 5A and 5B to be merged provide acceptable pedestrian corridor is provided to Mt. Hink public space.</li> <li>Allow a cottage court configuration at 5A (with required retail) and at 5B.</li> <li>45 ft with a conditional height increase of up to 60 ft if there is a public benefit that can be reached through the ANE/DDA negotiations with ignite cda.</li> </ul>	<ul style="list-style-type: none"> <li>Standards do not currently define retail requirement. Defining retail/restaurant requirements will provide greater clarity on what is expected. MF ownership product (condo) with tuck under parking will be prioritized to achieve density.</li> </ul>



# Opportunity Overview

## Key Aspects of Preferred Vision



Area 5A is located at what is envisioned to be the most vibrant, high-visibility, high-traffic location in the Atlas Waterfront neighborhood. As such, ignite intends to prioritize high-density, mixed-use proposals from developers. To provide guidance, the project architect created illustrative massing for a mixed-use residential project with retail on the ground floor, as depicted above. Parking is on two levels, buried into the hillside and lined by active uses that open onto Atlas Road. Type I construction is required for Levels 1 and P1. A conventional PT slab can cap the Type I construction and provide a deck for Type V construction (residential) above. This scenario as shown provides enough parking to meet zoning requirements. This illustrative concept is designed to a 45' maximum height. Note that a height increase from 45' per the current PUD to 60' is possible provided the development concept creates clear and demonstrable public benefit.



# Transaction Process

Area 5A is preferred for mixed-use.

Developer is bound to description of project presented in proposal because it forms the basis for the project description in the DDA. Please see RFP tab on [ignitecda.org](http://ignitecda.org) for reference to the DDA document. This document will contain a broader set of terms with timelines and milestones tailored to the specific project proposal. It is expected that the developer will close with 180 days of DDA signing.

Preliminary concept drawings and a project schedule must be provided.



## Transaction Timeline

- Developer Proposals Due – August 18, 2023
- Est. Selection Date – September 20, 2023
- Agreement to Negotiate Exclusively ("ANE")
  - 60 days Due Diligence
- DDA Signed – November 30, 2023
- Closing – March 31, 2024

The Scoring Matrix which will be used to evaluate and score each proposal is outlined below.

AREA 5A SCORING MATRIX		POINTS
1	<b>Development Experience</b> <ul style="list-style-type: none"> <li>- Track Record</li> <li>- Evidence of Financial Capacity</li> <li>- References</li> </ul>	50
2	<b>Consistency with Development Standards and Architectural Design Guidelines</b> <ul style="list-style-type: none"> <li>- Completeness of Submittal</li> <li>- Use of Allowable Density</li> <li>- Mix of Housing Styles</li> <li>- Consistency with Development Standards</li> <li>- Consistency with Architectural Guidelines</li> </ul> <i>Provides Conceptual Drawings, Elevations, Site Plan, and Representative Photos</i>	75
3	<b>Purchase Price</b>	75
<b>TOTAL POINTS</b>		<b>200</b>

# Offering Instructions

1. **Development Team & Project Narrative:** Prepare a narrative description of the type of project envisioned for the Property including the following information:
  - a. **Development Team:** Brief narrative introduction of the firm, and its general qualifications, including name of general contractor, and development track record.
  - b. **Development Concept:** A summary description of the proposed project including the specific Area(s) to be acquired and proposed product type.
  - c. **Preliminary Design Documents:** Please include (1) a site plan showing the proposed product type layout and (2) preliminary architectural renderings of, at a minimum, the front and rear building elevations of the proposed development product types addressing any area-specific design elements (ex: frontage requirements) as described in the Development Standards and architectural guidelines. Respondents are encouraged to carefully review both the Development Standards and Architectural Guidelines to confirm the response complies.
2. **Letter of Intent:** Provide a Letter of Intent (LOI) that outlines the material terms, including purchase price, that would be incorporated into a DDA.
3. **Project Financing:** Outline the firm's financial capacity and track record with anticipated funding sources for this project.
4. **Support for Atlas Mill Development Vision:** Provide a description of how the development will contribute to one or more of the stated priorities of the Atlas Mill development, including:
  - Support and activate the entire waterfront public space
  - Create a unique and desirable neighborhood that reflects our community values
  - Create a natural and unique neighborhood identity
5. **Professional References:** Provide three (3) professional references that speak to the quality of work on current or past developments, and performance during and upon completion of past projects that are similar to those proposed on the Property. Contact information should include the name, title, entity, telephone number, email and relationship to your firm.

Respondents must e-mail their proposal by **Friday, August 18th at 5:00 pm PST** to the following:

Matt Anderson, Principal & Senior Project Director at Heartland LLC [manderson@htland.com](mailto:manderson@htland.com)

Ben Wharton, Project Manager at Heartland LLC [bwharton@htland.com](mailto:bwharton@htland.com)

An evaluation to assess each **submittal** will identify the strongest **proposal** for selection based on the strength of the submittal requirements and reference checks.

In the event that an Agreement to Negotiate Exclusively (ANE) cannot be finalized with the top ranked firm within 30 days, ignite reserves the right, in its sole discretion, to enter into negotiations with the next highest-ranked firm, call for new proposals, or discontinue this selection process.

**Any DDA resulting from this RFP shall be subject to final approval by ignite.**

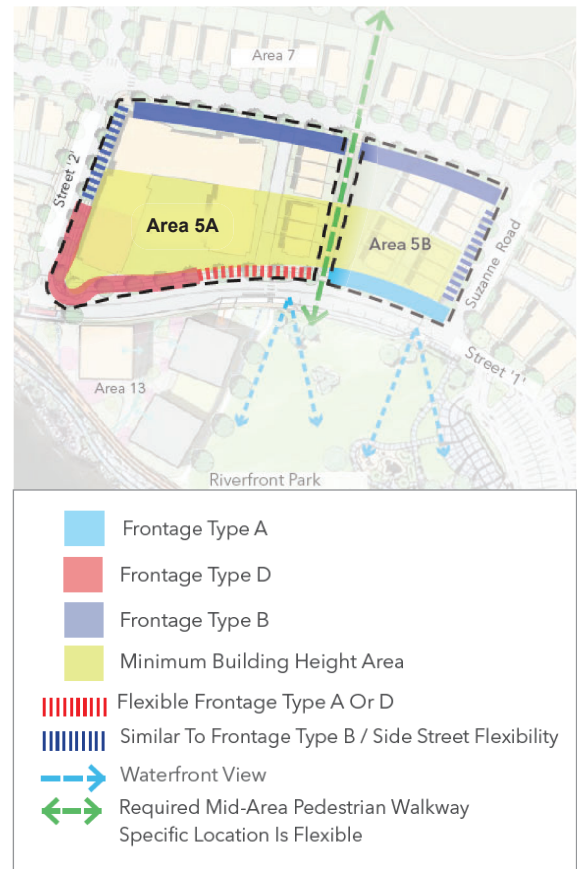
**Refundable deposit will be sized at 5% of Offer Price and be refundable in accordance with the terms of the ANE.**



# Area 5A Development Standards

## Introduction

- Like other areas adjacent to Street '1', Area 5A plays a key role in shaping the character of the street. Buildings along Street '1' are intended to create a streetwall that compliments the overall design of the street.
- Describe mid-area pedestrian walkway / hillclimb, park connectivity, view corridor, and potential front door access (primary bldg face) for adjacent residential units. Developer required to build.
- Alignment and coordination with area north of alley.
- Depending on the proposed building types and their configuration, an alley may or may not be necessary to achieve the intended frontage condition for Street '1'. Alternatively, an alley may be necessary for only a portion of the block.
- One or more buildings with street facing retail, or a similar active use, is required at the southwest corner of Area 5A. Additional retail is allowed along Street '1', extending east to the mid-block pedestrian crossing.



### LOTS - TOWNHOUSES AND DUPLEXES

- Width: 20' min. - 36' max.
- Depth: 80' min.
- Area: 1600 sf min.

### LOTS - MULTIFAMILY

- No minimum or maximum size requirements

### LOTS - NON-RESIDENTIAL USES

- No minimum or maximum size requirements

### USES

- Residential
- Minimum 1,500 sf:
  1. *Specialty retail sales*
  2. *Food & beverage sales (on-site consumption- may be achieved with 1,000 sf internal and 500 sf external)*
- Business supply retail sales
- Real estate/leasing office
- Public spaces (plazas and gathering places)

### BUILDING TYPES

- Multiple family (flats, for sale or rental)
- Mixed-use (multiple family and retail)
- Free-standing retail

**SIDE STREET ORIENTATION**

- All buildings that occupy an area corner or corner lot condition shall physically address both public exposures.
- One of these building faces may be primary and the other secondary, and design responses may reflect this orientation hierarchy.
- Side Street Flexibility: the area edges Street '2', the mid-area pedestrian walkway may become primary frontages.

**SETBACKS & BUILDING SEPARATION**

Area 5A is a particularly unique area where the orientation of buildings or lots cannot be determined until after a design is proposed. Therefore, setback standards are identified geographically.

Frontage D - Buildings with street-level retail:

- Street '1' and Street '2': 6' - 9' accommodates the a wider sidewalk and street furnishing zone
- Side (facing mid-block ped. walkway): 5' min.
- Side separation between buildings: 12' min.

Frontage A - Residential-only buildings:

- Front - for lots facing Street 1 (Atlas Rd.) see Frontage Type A for all elements that shall be addressed between the building and the property line.
- Street '1' (primary bldg wall): 15' - 20'
- Street '1' (porches and projections): 9' min.
- Street '1': outdoor privacy threshold required per Frontage Type A
- Side street: 5' min. Side interior 6' minimum.
- Side (facing mid-block ped. walkway): 5' min.
- Side setback allowance- fireplace and enclosures and chimneys may extends up to 1.5' into side setback.
- Side separation between buildings: Townhouses and duplexes: 12' min. and multiple family: 25' min.
- Rear: 2' min. if an alley is provided

Frontage B - Residential-only buildings or residential-only portions of mixed use buildings:

- North area edge (primary bldg wall): 15' - 20'
- North area edge (porches and projections): 9' min.
- Side (facing Street '2', mid-area ped. walkway and Suzanne Rd.): 5' min.
- Side separation between buildings:
  - Townhouses and duplexes: 12' min.
  - Multiple family: 25' min.
- Rear: 2' min. if an alley is provided
- Public spaces are exempt from urban form streetwalls

**BUILDING HEIGHT**

- Minimum: 20' (Applies to all buildings within the minimum building height area, for the purpose of creating a streetwall along Street '1')
- Maximum: 45 ft\*

**ALLEY CONDITIONS & OFF-STREET PARKING ACCESS**

- If an alley is provided, it shall be in a tract 20' wide, with a 16' paved lane and 2' additional space on either side for snow storage between parking pads or garages.
- Where an alley or parking lot meets a street, screening is required behind the sidewalk to fully or partially hide the parking from

**OFF-STREET PARKING (QUANTITY & DIMENSIONS)**

- See Coeur d'Alene City Code - Chapter 17.44
- Exception - parking for food and beverage sales (on-site consumption) over 1000 sf:
  - *Minimum quantity = 1 space per 250 sf of floor area*
  - *Up to 50% of required parking may be provided in the public realm, which includes: public streets, the parking lot associated with the waterfront park, and other public spaces that may be built as part of this development*

**PERIMETER STREETS**

- On-street parking is allowed on all streets surrounding Area 5A.
- Curb cuts for individual driveways are not allowed on the streets surrounding Area 5A.
- To accommodate different development options, one alley curb cut is allowed in each of the following area edge.
- Street '1': between Street '2' and mid-area pedestrian walkway
- Street '2': entire length
- Northern street: between Street '2' and mid-area pedestrian walkway
- Northern street: between mid-area pedestrian walkway and Suzanne Rd.
- Suzanne Rd.: entire length

\*45 ft with a conditional height increase of up to 60 ft if there is a public benefit that can be reached through the ANE/DDA negotiations with ignite cda.



# Due Diligence Materials

## Available Documents

Available Due Diligence documents, including development standards, architectural design guidelines, environmental reports, site analysis, and site photos have been compiled and are available digitally [here](#).



All documents and information were obtained from sources we believe to be reliable. However, ignite makes no guarantee, warranty, or representation as to its accuracy or completeness. Without reliance on this or any other information, written or verbal, from ignite or its consultants, a prospective purchaser must make its own independent due diligence, investigations, projections, and conclusions concerning the Site and any proposal, including such design, engineering and environmental inspections as they deem necessary to determine the condition of the Property for their intended use.

# RFP Terms & Conditions

## General Terms

- This RFP is not an offer, a contract or a commitment of any kind by ignite and does not commit ignite to sell property, enter into a DDA or to pay any cost incurred in the preparation of a proposal. The submission of a response to this RFP constitutes an invitation to negotiate with ignite.
- Upon receipt by ignite, all proposals, including any and all attachments to the proposals, will become the property of ignite and subject to public disclosure. ignite will have the right to copy, reproduce, or otherwise dispose of each proposal received. ignite will be free to use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestion, layout, or plan received during the procurement process.
- Failure to provide any of the requested data within the specified submission period may cause ignite, at its sole discretion, to reject the proposal or require the data to be promptly submitted.
- All facts and opinions stated in this RFP and in all supporting documents and data, including but not limited to any statistical and economic data and projections, are based on available information from a variety of sources. No representation or warranty is made with respect to this information.
- In the interest of a fair and equitable selection process, ignite retains sole responsibility to determine the timing, arrangement and method for any presentations during the selection process. Prospective respondents and members of their team are cautioned not to undertake any activities or actions to promote or advertise their qualifications except in the course of ignite-sponsored presentations.

## Competitive Integrity

ignite seeks to maintain a neutral competitive environment for all potential Proposers to protect the integrity of the RFP process. Any communication concerning the content of this solicitation by a potential or actual Proposer, or anyone on its behalf, with any ignite employee and not via Heartland LLC, ignite's RFP Consultant, will result in the rejection of that Proposer's proposal unless, in the reasonable judgment of ignite's General Counsel, the communication could not reasonably be believed to have given the Proposer a competitive advantage or have impaired the neutral competitive environment of this solicitation.

## Rejection of Responses

ignite, at its sole discretion, reserves the right: (i) to accept or reject, in whole or in any part, proposals to this RFP, (ii) to request new proposals, (iii) to waive any immaterial defects and irregularities in the proposals, (iv) to reissue the RFP, or (v) to not proceed with any part of the procurement process. During the evaluation process, if ignite determines that a particular requirement may be modified or waived, then the requirement(s) will be modified or waived for all respondents and all proposals will be re-evaluated in light of the change.

## Public Disclosure

All proposals are subject to disclosure upon receipt by ignite. Respondents should be aware that ignite is required by law to make its records available for public inspection, with certain exceptions. If respondents wish to be notified of public records requests to which documents submitted by respondents may be responsive, respondents must clearly mark any information contained in their proposals that they consider proprietary with the words "Trade Secret." However, respondents are advised that even materials marked "Trade Secret" may be subject to public inspection. In addition, marking all or nearly all of a proposal as proprietary may result in rejection of the proposal. Respondents shall be responsible for and bear the costs of taking legal action in any attempt to prevent disclosure of any information they deem proprietary.

## Responsibility for Cost

All costs associated with the preparation of a proposal will be the responsibility of the respondents, including but not limited to costs of: delivery, express, parcel post, packing, cartage, insurance, license fees, permits, and bonds. ignite shall not be liable for any costs incurred by respondents in the preparation or submission of a proposal or participation in the RFP process.



# Agency Discretion & Authority

ignite may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law and the Plan, or it may proceed with further selection processes, or it may reject any and all submissions. ignite will determine from the information submitted in the responses, the most qualified Developer(s) as evaluated under the criteria set forth herein. Final selection will be made by the ignite Board.

The issuance of the RFP and the receipt and evaluation of submissions does not obligate ignite to select a Developer and/or enter into an Agreement to Negotiate Exclusively or DDA. Submissions do not constitute contractual terms under any eventual Agreement to Negotiate Exclusively. ignite will not pay costs incurred in responding to this RFP. The Agency may cancel this process at any time prior to the execution of an Agreement to Negotiate Exclusively without liability.

## Public Nature of all Submissions

This RFP is a public process therefore information collected under the RFP is of public record. The information that is received by the Agency may be subject to disclosure under the Idaho Public Records Law. With the potential exception of some credit data, it is anticipated submissions to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Accordingly, RFP Respondents should take the following steps with respect to any information believed to be exempt from disclosure or confidential: On any items submitted with the RFP that the Respondent believes are exempt from disclosure under the Idaho Public Records Law, clearly mark the upper right corner of each page of any such document or material with the word "Trade Secret". This does not mean the document qualifies under the legal definition of eligibility but ignite will evaluate the request to make the document/page exempt if the content meets the legal requirement otherwise the document will be considered public.

ignite's disclosure of documents or any portion of a document submitted and marked as exempt from disclosure under the Idaho Public Records Law may depend upon official or judicial determinations made pursuant to the Idaho Public Records law.

# Exhibit 1: Acknowledgement & Release

The undersigned ("Respondent"), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent's development team, has read and fully accepts ignite's ("Agency") discretion and nonliability as stipulated herein, expressly for, but not limited to, Agency's decision to proceed with a selection process by issuing the Request for Proposals for the development of the Atlas Waterfront (the "RFP"). Capitalized terms not defined herein shall have the meaning ascribed in the RFP. A response to this RFP does not create a contract or an obligation of any kind with ignite.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. Agency reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
  - a. *To suspend or modify any part of the selection process or terminate the RFP at any time for any reason with no financial or other obligation to Respondent.*
  - b. *Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the RFP and to ascertain the depth of Respondent's capability and desire to develop the Site;*
  - c. *Waive any formalities or defects as to form, procedure, or content with respect to its RFP and any submission by any respondent;*
  - d. *Accept or reject any submission or part thereof received in response to the RFP, including any statement submitted by the undersigned, or select any one submission over another;*
  - e. *Accept or reject all or any part of any materials, plans, proposals or statements included in a submission, including, but not limited to, the nature and type of submission.*
2. Agency is governed by state law as provided in Title 50, Chapter 20, and in Title 50, Chapter 29 of the Idaho Code, and other state and federal regulations that may apply, and Respondent acknowledges that the RFP selection process and any assistance in the development of the Site from Agency must conform to all applicable laws, rules and regulations.
3. Agency may, in its discretion, conduct public hearings during the RFP selection process that would require disclosure of the Respondent's proposed project and related details to the public and the media and disclose information pursuant to the Idaho Public Records law.
4. Agency may accept or reject any proposal or statement and/or information received in response to the RFP, including any proposal, statement, or information submitted by the undersigned, or select one Developer over another.
5. Respondent understands that by responding to the RFP, its proposed project will be subject to review and comment by Agency staff and consultants.
6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the RFP and any responses by any respondent thereto.
7. Respondent consents to the acquisition of information by Agency in conjunction with this RFP, waives all claims, and releases Agency from any liability in the acquisition of this information and use of this information.
8. Respondent agrees that neither Agency, or the City of Coeur d'Alene (the "City"), shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of Agency or the City.
9. Respondent, including all team members, have carefully and thoroughly reviewed the RFP and have found the RFP and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
10. Respondent participates in the RFP process at its own risk.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT 2: Escalation Form