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**CITY OF FISHERS**  
**REQUEST FOR PROPOSALS AND QUALIFICATIONS TO DESIGN, BUILD,**  
**FINANCE, AND OPERATE THE CITY OF FISHERS POLICE STATION AND PUBLIC**  
**GARAGE THROUGH A PUBLIC-PRIVATE PARTNERSHIP AGREEMENT**

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**Issued:** September 23, 2016

**Responses Due:** October 14, 2016

**City Contact:** Chris Greisl  
[greisl@fishers.in.us](mailto:greisl@fishers.in.us)  
One Municipal Drive  
Fishers, IN 46038



**TABLE OF CONTENTS**

- I. Introduction.....4
  - A. Statement of Intent and Project Overview.....4
  - B. The City of Fishers.....4
  - C. Police Station and Municipal Buildings.....5
  - D. Downtown Fishers.....5
  - E. Goals and Objectives of the Project.....6
  - F. Overview of the Procurement Process.....6
    - 1. Review RFPQ Responses.....6
    - 2. Select Offeror for Scoping Agreement.....7
    - 3. Offeror Performs Work Necessary to Complete Scoping Agreement.....7
    - 4. City Recommends Offeror as Developer for the Project And the Parties enter into a BOT agreement.....7
- II. Project Specifications.....8
  - A. Project Overview.....8
  - B. Project Site.....8
  - C. Responsibilities of Developer.....9
    - 1. Design.....9
    - 2. Site Development.....9
    - 3. Professional Services.....9
    - 4. Construction.....10
    - 5. Parking Operations.....10
    - 6. Project Financing.....10
    - 7. Project Management.....11
- III. Procurement Process.....12
  - A. Public-Private Agreement.....12
  - B. Negotiations Scoping Agreement.....12
    - 1. Plan Refinement Process.....13
      - a) Preliminary Design Services.....13
      - b) Design Development Documents.....13
      - c) Construction Drawings and Project Budget.....13
    - 2. Scoping Costs.....13
  - C. Recommendation/ Public Hearing.....14
  - D. BOT Agreement.....14
  - E. City’s Reserved Rights.....14



|      |   |    |
|------|---|----|
|      | F. Anticipated Procurement Schedule.....              | 15 |
| IV.  | Solicitation & RFPQ Requirements.....                 | 16 |
|      | A. RFPQ Submission Deadline.....                      | 16 |
|      | B. Delivery of Response.....                          | 16 |
|      | C. Questions and Requests for Clarification.....      | 17 |
|      | D. Addenda to the RFPQ.....                           | 17 |
|      | E. Modification and Withdrawal of RFPQ Responses..... | 18 |
| V.   | Format and Content of RFPQ Response.....              | 19 |
|      | A. Format of Response.....                            | 19 |
|      | B. Organization.....                                  | 19 |
|      | C. Content of Response.....                           | 19 |
|      | 1. Offeror’s Business Structure.....                  | 19 |
|      | 2. Offeror’s Business Experience and Expertise.....   | 20 |
|      | 3. Business Financials.....                           | 21 |
|      | 4. Offeror’s Approach to the Project.....             | 22 |
|      | 5. Confidential Information.....                      | 23 |
|      | 6. Legal Requirements.....                            | 23 |
| VI.  | Evaluation and Selection.....                         | 25 |
|      | A. Responsiveness/Minimum Qualifications.....         | 25 |
|      | B. Content of Proposal.....                           | 25 |
| VII. | Appendixes  |    |
|      | • Appendix A (Project Site) .....                     | 26 |
|      | • Appendix A1 (Current Police Station) .....          | 27 |
|      | • Appendix B (Outline of RFPQ Response) .....         | 28 |
|      | • Appendix C (Transmittal Letter) .....               | 29 |
|      | • Appendix D (Non-Collusion Affidavit) .....          | 30 |
|      | • Appendix E (No Default, Breach, or Bankruptcy)..... | 31 |



## **I. INTRODUCTION**

### **A. Statement of Intent and Project Overview**

The City of Fishers, Hamilton County, Indiana, an Indiana municipality duly organized pursuant to the laws of the State of Indiana (“City”), issues this Request for Proposal and Qualifications (“RFPQ”) to prospective entities interested in submitting a proposal and statement of qualifications (“Offerors”) to (a) develop, design, build, and finance the City’s Police Station (“Police Station”); (b) develop, design, build, finance, maintain, manage and operate a Public Parking Garage (“Garage”); and (c) remodel the interior of the City’s current police station (“PD Remodel”) as office space where City departments will relocate (collectively, the “Project”) as more particularly defined herein, all pursuant to a public-private agreement to be entered into between the City and the winning Offeror (“Developer”) in accordance with Ind. Code §5-23 *et seq.*, (the “Act”).

The Police Station and Garage shall be constructed on City-owned property commonly referred to as 3 Municipal Drive, Parcel Identification No.: 15-10-36-04-02-017.208 (“Project Site”) where the City’s Court and IT Department are currently located (jointly, “City Building”). This portion of the Project includes demolition of the City Building and preparing the Project Site, in all respects, for the Project.

The PD Remodel concerns the City’s police station generally located at 4 Municipal Drive, Fishers, Indiana 46038, Parcel Identification No. 15-10-36-04-02-017.004. The police station is approximately Thirty-Four Thousand square feet (34,000 sq. ft.).

### **B. The City of Fishers**

Over the past thirty years, the City has experienced tremendous growth, from a population of 8,000 in 1980 to the sixth largest municipality in Indiana in 2013. As the City plans for its future, it recognizes that the essential services required for a growing community are changing. In 2014, Policy Analytics conducted a Demand Forecasting and Fiscal Sustainability Analysis for the City that estimated by 2040 (a) the City’s population at 131,000 and (b) its available jobs within the City at 64,190. These changes show that more residents will work locally, and more non-residents will commute to the City for work. As the City grows, it must maintain revenue and expense structures that support a growing demand for essential services.



### **C. Police Station & Municipal Buildings**

The City's police station was built in 1994. At that time, the Fishers Police Department ("FPD") employed thirty (30) sworn officers. As the City grew, FPD accordingly grew to meet the needs of City citizens. Today, FPD employs one hundred seven (107) sworn officers and eleven (11) civilian employees who operate out of several building and locations. To achieve operational efficiencies and encourage collaboration, the City now desires construction of a consolidated Police Station that supports FPD's current and future needs.

The Project will also allow the City to accommodate other space planning needs, without expanding its City Hall or constructing additional municipal buildings. Today, City Hall is operating at or near maximum capacity. The City requests that Developer remodel and perform modifications necessary to transform its current police station into general civilian space, where the City anticipates re-locating multiple City departments.

### **D. Downtown Fishers**

As the City's population increases, the Nickel Plate District ("District") is transforming into a destination where City residents live, work, shop and dine. The District creates a sense of neighborhood for citizens and serves as an economic engine that is vital to the City's long-term, financial stability. To date, District redevelopment has been a catalyst to attract and inspire innovative business development and encourage entrepreneurial talent—all of which results in market-driven job creation in the City.

The City's Downtown 2030 Master Plan guides the District's development. The Master Plan, which has been incorporated into the City's Nickel Plate District Code ("Code"), provides design, zoning, and other site development/redevelopment requirements for the District.

The District encompasses a wide variety of land uses and additionally serves as the civic hub of the City. The District includes residential properties, small businesses, large retailers, office uses, restaurants, and municipal facilities and amenities.

To meet current parking needs, support existing development and provide for future growth, the City must provide additional public parking in the District, and specifically, at or near the City's municipal campus. Today, the District contains approximately 800 garage spaces, of which the public has complete, unrestricted access to 85 spaces. A portion of the remaining spaces are available to the public during restricted hours.



## **E. Goals and Objectives of the Project**

Through downtown redevelopment, the City helped create a business environment that continues to attract substantial private investment. The City now seeks private involvement in developing the Project, because (1) the City lacks expertise in executing, streamlining, and overseeing development like the Project; (2) private sector expertise in the design, development, and construction of the Project will allow the Project to be completed quicker and more efficiently; (3) private sector expertise will help shift risk away from the City and allow subcontractors and various professional services to be directly accountable to the Developer; (4) private sector expertise should prevent unknown costs from being added to the Project; and (5) the City desires an aggressive delivery of the Project, which is more likely achieved by the private sector.

The procurement process encourages Offerors to offer innovative and creative plans to complete the Project. Through this public-private partnership, the City seeks (1) budget certainty and the opportunity to shift financial risk away from the City; (2) innovative design that considers and is complimentary to other municipal buildings and District structures; (3) innovative approaches to financing that provide the City with opportunities to fund the Project while limiting the impact on the City's annual budget or departmental cash flow; and (4) an expedient design and construction timeline that provides the City with construction and operational savings.

## **F. Overview of Procurement Process**

The Act authorizes the City to solicit requests for proposals, conduct discussions with Offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, to negotiate the best and final offers with responsible offerors who submit proposals that are determined to be reasonably susceptible of being selected for a public-private agreement, and to enter into a BOT Agreement with the Developer to plan, design, construct, operate, maintain, and finance a public facility on behalf of the City and to transfer the public facility back to the City at an established future date.

The City's procurement process will be divided into the following, sequential steps:

1. **Review RFPQ Responses.** The City will review responses to this RFPQ to determine Offerors' experience, expertise and capacity to satisfy the terms of a BOT Agreement for the Project.



2. **Select Offeror for Scoping Agreement.** The City may enter into a Scoping Agreement (as more particularly defined in Section (III)(B)) with an Offeror it believes to be reasonably susceptible of being selected for a BOT Agreement. In general, the Scoping Agreement shall concern delivery of all professional services, including, without limitation, Property Inspections (as defined herein), preparing schematic design documents and drawings, financing and any other professional services needed to complete the Project's design and budget (collectively, "Preliminary Services"). The Scoping Agreement shall state the cost for completing all such Preliminary Services (the "Scoping Costs"). *Any cost or expense for completing the Preliminary Services in excess of the Scoping Costs shall be and remain the sole and exclusive liability and obligation of the Offeror.* The City reserves the right to enter into multiple Scoping Agreements with different Offerors. Each Scoping Agreement shall provide that the City will reimburse Offeror a percentage of Scoping Costs, if the Offeror is not selected for a BOT Agreement. Any Scoping Agreement shall be approved by the City's Board of Public Works & Safety.
3. **Offeror Performs Work Necessary to Complete the Scoping Agreement.** The Offeror shall produce all work and perform all Preliminary Services necessary to complete the terms of the Scoping Agreement. After the selected Offeror produces all work and performs all Preliminary Services necessary to complete the terms of the Scoping Agreement, the City will determine whether to move forward with the Offeror as its recommended Developer.
4. **City Recommends Offeror as its Developer for the Project and the Parties Enter into a BOT Agreement.** The City may recommend Offeror as its Developer for the Project to its Board of Public Works & Safety ("Board") or, in its sole discretion, the City may terminate the RFPQ process. The Board shall entertain the City's recommendation to enter into a BOT Agreement at a duly noticed public hearing.

At all stages, the City reserves the right to discuss this RFPQ with Offerors to clarify the Offerors' understanding of and responsiveness to the solicitation requirements and to negotiate with Offerors. Further, at all times, the City reserves the right, in its sole discretion, to terminate the process without making a recommendation to the Board or awarding a BOT Agreement.



## II. PROJECT SPECIFICATIONS

### A. Project Overview

In general, the City seeks a Developer to (a) demolish the City Building, (b) construct a Police Station and Garage on the Project Site, (c) develop the Project Site necessary to meet the City's needs; and (d) complete the PD Remodel. The City currently envisions a Fifty Thousand square feet (50,000 sq. ft.) Police Station of approximately three (3) or four (4) stories and a Garage consisting of two hundred forty (240) parking spaces. The City's budget for the Project, including the Preliminary Services, is between \$12,000,000.00 - \$14,000,000.00

The Developer shall be responsible for all aspects of the development, construction, financing, and operation of the Project. The Developer shall also be responsible for site development, project management, and all professional services necessary to complete the Project. **The City will require the Developer to provide performance security in an amount equal to 100% of the Project Cost and insurance coverage in connection with the construction work (City shall be named as an additional insured on Developer's general liability policy), and will require Developer to indemnify, defend, and hold the City, related persons, officials, and entities harmless against third party and other claims. The City will not provide such indemnity to Developer.**

### B. Project Site

The City currently owns land more commonly referred to as 3 Municipal Drive, Parcel Identification No.: 15-10-36-04-02-017.208 as more specifically described in Appendix A, attached hereto and incorporated herein, where the City Building is located.

The Project Site is approximately 1.67 acres. The City will provide Developer a temporary right of entry to enter and access the Project Site to fulfill its obligations under the terms of the Scoping Agreement and BOT Agreement. To the extent the City possesses any additional information regarding the Project Site, the City anticipates providing that information upon request.

The City owns land more commonly referred to as 4 Municipal Drive, Parcel Identification No.: 15-10-36-04-02-017.004 as more specifically described in Appendix A1, attached hereto and incorporated herein, where the City's current police station is located. To the extent the City





possesses any additional information regarding the police station, the City anticipates providing that information upon request.

### **C. Responsibilities of Developer**

At its sole cost and expense, Developer shall perform the following services necessary to complete the terms of the BOT Agreement:

#### **1. Design**

The Developer shall be responsible for all aspects of the Project's design, which shall comply with all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance and Nickel Plate Code. The City seeks designs that compliment the tone and quality of other City municipal buildings as well as neighboring structures in the District.

#### **2. Site Development**

The Developer shall complete due diligence for the Project Site and complete all surveys (ALTA), borings, tests, inspections, examinations, studies, and investigations, including without limitation, environmental assessments like Phase I and Phase II studies, necessary to complete and deliver the Project in the required condition (which shall include, among other warranties, good and habitable condition, quality materials, good workmanship and in conformance with the contracts as defined herein and as further specified in the Scoping Agreement ("Property Inspections").

Further, the Developer shall be responsible for demolishing the City Building, constructing the Police Station and Garage, completing the PD Remodel and providing hardscape and landscape necessary to complete the Project as further specified in the BOT Agreement and as required by the Laws. Additionally, Developer shall obtain all permits and approvals necessary for the completion of the Project and cause necessary utility relocations to be performed.

#### **3. Professional Services**

Developer shall be responsible for providing all professional services necessary to complete the Project.



#### 4. Construction

Developer shall be responsible for constructing the Police Station and Garage and completing the PD Remodel, including, without limitation, overseeing day-to-day construction and sub-contractors and working with vendors, utilities, security personnel and any other entity necessary for and related to the Project. The City desires that the Developer (i) transfer (a) the Police Station to the City approximately one (1) year after construction commences; provided that a certificate of occupancy has been issued by that time; and (b) the Garage to the City approximately three (3) years after construction commences; provided that a certificate of occupancy has been issued by that time; and (ii) complete the PD Remodel within six (6) months of issuance of a certificate of occupancy for the Police Station.

#### 5. Parking Operations

Pursuant to the BOT Agreement, which shall include a Declaration of Covenants and Easements (“Declaration”), the Developer shall operate the Garage for the benefit of the FPD and the public during the term of the BOT Agreement. The Declaration shall, among other issues, (a) provide the City an easement to the Garage and all parking spaces located therein; (b) establish standards for the maintenance and repair of the Garage; and (c) such other terms as may be agreed upon by the City and Developer.

#### 6. Project Financing

Developer shall provide the financing (including any required debt and equity) necessary to complete the Project as described in the BOT Agreement. As part of the BOT Agreement, Developer shall guarantee a Maximum Project Cost. In consideration of Developer’s performance of the work necessary to complete the Project, Developer shall be paid an amount not to exceed the Maximum Project Cost which amount shall be paid to Developer pursuant to a funding agreement included in the BOT Agreement. ***Any cost and expense for completing the Project in excess of the Maximum Project Cost shall be and remain the sole and exclusive liability and obligation of the Developer.*** The City may utilize a combination of bond anticipation notes, bonds and/or general fund reserves to pay Developer in accordance with the terms of the BOT Agreement.



7. Project Management

Developer shall be responsible for providing furniture, fixtures, and equipment (“FF&E”) for the new Police Station and PD Remodel.



### **III. PROCUREMENT PROCESS**

#### **A. Public-Private Agreement**

In general, Ind. Code §5-23 *et seq.*, (the “Act”) authorizes the City to solicit requests for proposals, conduct discussions with Offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, negotiate the best and final offers of responsible Offerors who submit proposals that are determined to be reasonably susceptible of being selected for a public-private agreement, and enter into a BOT Agreement with an operator to plan, design, construct, operate, maintain, and finance a public facility on behalf of the governmental body and to transfer the public facility back to the governmental body at an established future date.

The selection of the Developer will be based upon (a) responses to this RFPQ and (b) negotiations for the best and final offer, as more particularly described herein. The City may refuse to disclose the contents of proposals during discussions with eligible Offeror(s).

#### **B. Negotiations/ Scoping Agreement**

Following receipt of RFPQ Responses, the City reserves the right to conduct discussions with one or more of the Offerors to clarify the Offerors’ understanding of and responsiveness to the solicitation requirements. The City will (1) select an Offeror to enter into a Scoping Agreement and (2) negotiate the best and final offer with the Offeror the City exclusively determines to be reasonably susceptible of being selected for a BOT Agreement. The City reserves the right to enter into Scoping Agreements with multiple Offerors.

The Scoping Agreement governs delivery of all pre-construction services, including, without limitation, (a) Property Inspections; (b) preparing schematic design documents and drawings; (c) determining financing capacity and completing a financing plan for Offeror’s delivery of the Project; and (d) any other professional or pre-construction services needed to complete the Project’s design. As a party to a Scoping Agreement, the Offeror shall work with FPD and City staff to finalize design drawings, design development documents, a construction schedule, construction drawings and project budget necessary to construct the Project (“Final Documents”).

The parties shall determine a reasonable cost for the Scoping Costs which amount shall be clearly stated in the Scoping Agreement. Offeror shall be solely and exclusively responsible for any costs in excess of the Scoping Cost.



1. **Plan Refinement Process.** During the Scoping phase, City anticipates using a plan refinement process similar to the following:

a) **Preliminary Design Services.** The Offeror shall deliver a Site Plan and schematic design documents and drawing (“Schematic Design Documents”) consistent with the Site Plan and Laws (“Preliminary Design Services”). The City shall approve and/or reject the Preliminary Design Services.

b) **Design Development Documents.** Upon approval of the Preliminary Design Services, Offeror shall submit to City for its review detailed design development documents for the Project, which documents shall be consistent with the Schematic Design Documents and the Laws (“Design Development Documents”). Within fifteen (15) days after City receives the Design Development Documents, City shall deliver to Developer written notice that it approves or rejects the Design Development Documents; provided that, if City rejects all or any part of the Design Development Documents, then such notice shall: (i) specify the part or parts that City is rejecting; and (ii) include the specific basis for such rejection. Upon approval of all of the Design Development Documents, the Design Development Documents shall be deemed to be final.

c) **Construction Drawings and Project Budget.** Upon approval of the Design Development Documents, Offeror shall submit to City for its review the Construction Drawings, a Construction Schedule that provides substantial completion of the Police Station and Garage within twelve (12) month of commencing construction and substantial completion of the PD Remodel within six (6) months of issuing a certificate of occupancy for the Police Station; and a Project Budget all consistent with the Design Development Documents (collectively, “Final Documents”).

2. **Scoping Costs.** After the Offeror produces all work necessary to complete the terms of the Scoping Agreement, the City will determine whether to move forward with the Offeror as its recommended Developer. If Offeror is not recommended as the City’s Developer for the Project, the City shall reimburse Offeror Seventy Percent (70%) of the Scoping Costs. If Offeror is recommended as the City’s Developer for the Project, the Scoping Costs shall be included in Developer’s Project financing, and City shall pay Developer’s Scoping Cost pursuant to the funding agreement included in the BOT Agreement. **In either scenario, all materials, work**



**product, and intellectual property produced by an Offeror/Developer in response to this RFPQ, Scoping Agreement, BOT Agreement, or any part of this procurement process shall become the unrestricted, exclusive property of the City.**

### **C. Recommendation/Public Hearing**

If a recommendation to award the public-private agreement is made to the Board, the Board shall schedule a public hearing on the recommendation and publish notice of the hearing one (1) time in accordance with Ind. Code §5-3-1 at least seven (7) days before the hearing. The proposals and a written explanation of the basis upon which the recommendation is being made shall be delivered to the Board and made available for inspection and copying in accordance with Ind. Code §5-14-3 at least seven (7) days before the hearing scheduled. After the procedures required in the Act have been completed, the Board shall make a determination as to the most appropriate response to this RFPQ and may award the public-private agreement to the successful Offeror(s). If the City terminates this request for proposal process, the City shall retain the proposals and may refuse to disclose the contents thereof.

### **D. BOT Agreement**

The Developer shall enter into a BOT agreement with the City to be fully responsible for planning, designing, developing, constructing, project management, financing, and operating the Project on behalf of the City. The City desires that the Developer (i) transfer (a) the Police Station to the City approximately one (1) year after construction commences; provided that a certificate of occupancy has been issued by that time; and (b) the Garage to the City approximately three (3) years after construction commences; provided that a certificate of occupancy has been issued by that time; and (ii) complete the PD Remodel six (6) months after a certificate of occupancy has been issued for the Police Station. The City further desires that the Developer operate and maintain the Garage for a limited time.

### **E. City's Reserved Rights**

The City reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part prior to the execution of the BOT Agreement, (2) issue a subsequent RFPQ after the withdrawal of this RFPQ for the Project or any part of the Project, (3) reject any and all RFPQ Responses, (4) terminate, suspend, or elect not to proceed in negotiations with Offeror(s) at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an



RFPQ Response. The issuance of this RFPQ does not commit or bind the City to enter into a contract or proceed with the procurement process. Unless otherwise stated herein, the City assumes no obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred by parties responding to this RFPQ, which shall be borne solely and exclusively by each Offeror.

**F. Anticipated Procurement Schedule**

|   |  |
|---|--|
| RFPQ Issued   | September 23, 2016   |
| Deadline for Questions regarding the RFPQ   | October 7, 2016  |
| <b>RFPQ Responses Due</b>   | <b>October 14, 2016</b>  |
| Anticipated Questions/ Clarifications from the City   | October 15, 2016 –<br>October 28, 2016   |
| Anticipated Negotiation Timeline/ Work Performed pursuant to Scoping Agreement with Offeror | October 15, 2016-<br>February 15, 2016   |
| City Recommends Offeror as its Developer for the Project                                    | 1 <sup>st</sup> Board of Public Works & Safety Meeting following Agreed upon BOT Agreement that meets all applicable notice requirements |

**This schedule is for illustration purposes only and should not be construed as binding; except that all RFPQ Responses shall be submitted by or before October 14, 2016.**



#### **IV. SOLICITATION & RFPQ REQUIREMENTS**

##### **A. RFPQ Submission Deadline**

RFPQ Responses must be received by the City at the address provided below **no later than October 14, 2016 at 10:00 a.m. EST** (the "Submission Deadline"). Only complete RFPQ Responses delivered before the Submission Deadline will be accepted by the City. RFPQ Responses delivered after the RFPQ Submission Deadline will be automatically rejected and returned unopened to the Offeror. The City will not accept facsimile or e-mail submission of RFPQ Responses.

##### **B. Delivery of Response**

All RFPQ Responses shall be delivered to the following person ("City Contact"):

Chris Greisl, City Attorney  
City of Fishers  
One Municipal Drive  
Fishers, IN 46038

Offerors shall submit one (1) original and three (3) complete copies of the original. Additionally, Offerors shall submit one (1) electronic copy on CD or DVD or USB flash drive. The sealed package containing the RFPQ Responses must have the following information written on the outside of the package:

**SEALED PROPOSALS – DO NOT OPEN**

City of Fishers  
c/o Chris Greisl, City Attorney  
One Municipal Drive  
Fishers, IN 46038  
(Name of Offeror)  
(Name of Offeror's Duly Appointed Representative)  
(Mailing Address of Offeror)  
(Telephone Number of Offeror)  
(E-Mail Address of Offeror)





An RFPQ Response need not be accompanied by a certified check. As provided herein, Offeror shall provide the City with information relative to its financial responsibility.

### **C. Questions and Requests for Clarification**

Offerors must refrain from communicating with any City official, employee, agent, or representative regarding the Project. All communication and requests for information and clarifications shall be made via e-mail correspondence to the following address: [greislc@fishers.in.us](mailto:greislc@fishers.in.us). No oral requests will be considered. No requests for additional information or clarification to any person other than the e-mail address provided in this section will be considered. **Failure to abide by this section may result in disqualification from the procurement process.**

If Offeror considers any of its questions or request for clarifications to be confidential in nature, it must specifically state the reasons for why it believes the information to be confidential. The City intends to respond individually to those questions identified by Offeror and deemed by City, in its sole discretion, as containing confidential information relating to Offeror's Response. The City reserves the right to disagree with Offeror's assessment regarding confidentiality in order to comply with applicable law. In the event the City disagrees with Offeror's confidential assessment, the City may allow Offeror to withdraw the question, rephrase the question, or have the question answered non-confidentially.

All questions and requests for clarification **must be submitted on or before October 7, 2016 at 5:00 p.m. EST.** Answers to questions deemed appropriate for response by the City, in its sole discretion, will be provided within a reasonable time by disclosing the question(s) and answer(s) on the City's website. Offerors shall be responsible for checking the City website. The City may rephrase questions as it deems appropriate and may consolidate similar questions.

### **D. Addenda to the RFPQ**

The City reserves the right to issue written addenda to this RFPQ (each, an "**Addendum**" or "**Addenda**") at any time before the RFPQ Submission Deadline and will post any addenda on its Website. These Addenda will be numbered consecutively. Any Addenda shall constitute a part of this RFPQ. All RFPQ Responses shall be prepared with full consideration of the Addenda issued prior to the RFPQ Submission Deadline. Each Offeror is solely responsible to ensure that it has received all Addenda issued by the City. Offerors should monitor the City Website for information concerning this procurement.



### **E. Modification & Withdrawal of RFPQ Responses**

RFPQ Responses may be modified or withdrawn in writing to the City Contact, if received prior to the RFPQ Submission Deadline. Any modification to an RFPQ Response received by the City after the RFPQ Submission Deadline will not be considered by the City. The Offeror may also withdraw its RFPQ in person at any time before the Submission Deadline.



## V. FORMAT AND CONTENT OF RFPQ RESPONSE

### A. Format of Response

The RFPQ Response shall be bound and typed, single or double sided, on 8 1/2" x 11" paper in English using no less than 11 point font with 1" margins on all sides. The Response shall include a table of contents, which identifies the major Response sections as outlined herein, and any illustrations, tables, charts, graphics or exhibits included in the Response.

Offerors shall submit one (1) original and three (3) complete copies of the original. Additionally Offerors shall submit one (1) electronic copy on CD, DVD, or USB flash drive in searchable and printable format.

### B. Organization

Offerors must organize their RFPQ Response in the order set forth in Appendix B, attached hereto and incorporated herein. If an Offeror elects to include material in addition to the information specifically requested, Offeror shall append that material to the end of the most appropriate defined section of the outline.

### C. Content of Response

Offerors must provide the appropriate information in accordance with the content and format requirements set out in each of the following categories:

#### 1. Offeror's Business Structure

This section of the Response should be dedicated to providing the City with information relative to the Offeror's overall business structure including a description of its members (LLC) or Shareholders, officers, team members, organizational and management structure, and proposed contractual relationship among team members. Offeror shall provide information relevant to qualifications of Offeror, its equity members and other team members. Offeror shall provide information relevant to its management structure and how it is best suited to meet the requirements of the Project.

The following is a list of recommended items to be included in any Response:



- Legal name of Offeror
- Nature and History of Organization
  - o Identify the legal structure and name of Offeror's organization
  - o When was organization created
  - o Location of organization
  - o Number of employees
  - o Operations within the State of Indiana
- Describe the management structure of Offeror's organization
  - o Allocation of roles and responsibilities
  - o Mission of organization
  - o Provide an organizational chart
- Identification of key members within the organization
  - o List the equity members in the organization
    - Position of each equity member within the organization
    - Background/expertise of each equity member
    - Percentage of ownership in the organization
  - o List other important team leaders
    - Position of each member within the organization
    - Background of each member
- Identify a contact person for the Offeror
  - o Provide his/her name, title, address, telephone number and e-mail address
- Describe how Offeror's overall business structure is well suited to complete all tasks contemplated by the Project

## 2. Offeror's Business Experience & Expertise

Offeror shall provide the City with information relative to Offeror's relevant experience in designing, constructing, operating, project managing, and financing developments similar to this Project. The Offeror shall provide information detailing its experience working with public entities, scheduling and budgeting complex projects, managing costs, changes, and compliance with established budgets and schedules. Offeror shall provide the City with information regarding other public-private projects that Offeror has participated in.

The following is a list of recommended items to be included in any Response:

- Project Management



- Experience in managing projects of similar disciplines: design, construction, operation, maintenance, and financing.
- Experience working with public entities
- Experience in scheduling and budgeting complex projects
- Experience in managing costs, changes, and compliance with established budgets and schedules
- Ability to effectively manage risk
- Affirmation that Offeror is not currently and has not been for a period of (3) years subject to litigation, including without limitation threatened litigation. If such an affirmation cannot be made, a full description of all such litigation or threatened litigation.
- Project Related Experience
  - A description of other projects performed by Offeror that demonstrates Offeror's experience in similar projects. This section should highlight Offeror's experience constructing other public facilities and garages, operating and maintaining public facilities and garages. Each response should include but not be limited to the following information:
    - A general description and depiction of the project
    - Offeror's role in the project
    - Work performed by Offeror
    - Construction value of the project
    - Financing value of the project
    - Provide references and contact information
- Public-Private Partnerships
  - If the Offeror has participated in other public-private projects, please provide the following information:
    - A general description and depiction of the project
    - Offeror's role in the project
    - Work performed by Offeror
    - Construction value of the project
    - How the project was financed and Offeror's role in financing the project
    - Provide references and contact information

### 3. Business Financials

Offeror shall provide the City with sufficient information necessary to enable the City to evaluate Offeror's financial strength. Offeror shall include information demonstrating that it has



sufficient net worth, financial stability and capacity to meet the objectives of the Project. Offeror shall include bank references and provide the City with Offeror's legal standing with regard to other projects. Offeror shall provide the City with information regarding the business and risk position of its RFPQ Response.

The following is a list of recommended items to be included in any Response:

- Financial Statements for Offeror and each equity member for the past three (3) years
  - o Opinion letter for audited financial statements
  - o Balance sheet
  - o Income statement
  - o Statement of changes in cash flow
- Material Changes in Financial Condition
  - o Details of any bankruptcy, insolvency, company creditor arrangements or other insolvency litigation or threatened litigation in the last three (3) years
  - o Downgrade in credit rating
  - o Non-payment of any debt service
  - o Inability to meet material conditions of loan or debt covenants
- Off Balance Sheet Liabilities
- Credit Ratings
- Surety/ Financial Institution Letter

#### 4. Offeror's Approach to the Project

Offeror shall provide the City with information regarding its proposed approach to this Project and how it believes its approach will best accomplish the City's goals and objectives for the Project. Offeror shall provide the City with a conceptual plan to design, construct, operate, and finance the Project. Offeror shall include drawings/ pictures representative of other work similar to this Project. Offeror shall additionally provide information regarding how it anticipates allocating responsibilities amongst its team members. Offeror shall provide the City with innovative concepts that reduce costs and accelerate the delivery of the Project.

The following is a list of recommended items to be included in any Response:

- Ability to achieve the Project Objectives
  - o Overview of Offeror's general approach to design, construct, finance, operate, and maintain the Project



- Allocation of responsibilities among team members
  - Project oversight
- Overview of Offeror's general approach to project financing,
  - a list of anticipated timelines and milestones to obtain financial commitments and close project financing
- Innovative ideas to reduce overall costs of the Project
- Innovative ideas to accelerate the delivery of the Project
- Relationship with City and Other Parties
  - Ability to work with City to meet its specific needs of the Project
- Preliminary Plans to Design, Construct, Finance, and Operate the Project
- Drawings or Pictures representative of work similar to the Project
  - Address of the project
  - Type of project
  - Dimensions of project
  - Purpose of project
  - Offeror's role in the project

#### 5. Confidential Information

This section shall include any confidential and proprietary information that the Offeror claims should be exempt from public disclosure. Offeror is solely responsible for reviewing the Act, Indiana's Public Records Act, and applicable law requiring disclosure. Under no circumstances will the City be responsible or liable to Offeror/Developer or any other party as a result of disclosing materials that it determines, in its sole discretion, is not protected by the Act and/or Indiana's Public Records Act, including, without limitation, materials marked "Confidential."

#### 6. Legal Requirements

This section shall include responses to the following documents:

**Transmittal Letter.** The Responses must include one fully-executed Transmittal Letter, in accordance with the form of Transmittal Letter set out in Appendix C, attached hereto and incorporated herein, from the Offeror acknowledging that the Offeror has fully reviewed and understands and agrees to be bound by the terms and requirements of this RFPQ and procurement process. The Transmittal Letter must be executed by a duly authorized representative of Offeror.



**Non-Collusion Affidavit.** Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with its RFPQ Response or this procurement process by executing and returning with its RFPQ Response the Non-Collusion Affidavit provided in Appendix D, attached hereto and incorporated herein.

**No Default, Breach, or Bankruptcy.** The RFPQ Response must include an affidavit, as provided in Appendix E, attached hereto and incorporated herein, of the Offeror's authorized representative affirming that the Offeror and/or its affiliates (a) are not involved in any current or pending litigation or legal disputes with any governmental entity; (b) are not in arrears to any governmental entity for any debt or contract; (c) are not a defaulter as surety or other obligation upon any governmental entity or (d) have not failed to perform faithfully in any previous contract with a governmental entity within the last five (5) years, and (e) have not, within the last five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding. In the event Offeror cannot affirm representations (a)-(e), it must sufficiently detail the reasons why and provide the City with sufficient detail surrounding the event or proceedings.





## **VI. EVALUATION AND SELECTION**

### **A. Responsiveness/ Minimum Qualification (Pass/ Fail)**

In accordance with Ind. Code §5-23-5-2, the City will evaluate the RFPQ Responses to determine whether the RFPQ Response is complete and responsive. Only those timely submitted RFPQ Responses that are as complete and responsive will be evaluated by the City.

### **B. Content of Proposal (Scored)**

The City will complete an evaluation and ranking of the RFPQ Responses based upon the following criteria:

- **Business Structure: 10%**
- **Business Experience & Expertise: 35%**
- **Financials: 35%**
- **Approach to the Project: 20%**

Although the overall Project costs are extremely important to the City in its selection of an Offeror, the City is also placing a heightened emphasis on the Offeror's prior business experience, expertise, and financial stability.

The City, in its sole discretion, may, at any time, exclude an Offeror from further participation in the negotiation process if it determines that such Offeror is failing to progress in the negotiations or if the terms of its RFPQ Response are less advantageous than those of other RFPQ Responses. The City reserves the right to conduct clarifications to resolve minor issues. The City retains sole authority to determine whether contact with the Offeror(s) is for clarification purposes.



**APPENDIX A**  
**PROJECT SITE**



**APPENDIX A1**  
**CURRENT POLICE STATION**



## **APPENDIX B OUTLINE OF RFPQ RESPONSE**

Offerors shall organize their RFPQ Responses in the order set forth below. If an Offeror includes material in addition to the information specifically requested, Offeror shall append that material to the end of the most appropriately defined section of the outline.

- I. Table of Contents**
- II. Offeror's Business Structure**
- III. Offeror's Business Experience & Expertise**
- IV. Business Financials**
- V. Offeror's Approach to the Project**
- VI. Confidential Information**
- VII. Legal Requirements**
  - a. Transmittal Letter**
  - b. Non-Collusion Affidavit**
  - c. No Default, Breach, or Bankruptcy Affidavit**



**APPENDIX C  
TRANSMITTAL LETTER**

**Offeror:** \_\_\_\_\_  
**City of Fisher**  
**c/o Chris Greisl**  
**One Municipal Drive**  
**Fishers, IN 46038**

The undersigned (“Offeror”) submits this proposal in response to the Request for Proposal and Qualifications dated September 23, 2016, as amended (“RFPQ”), issued by the City of Fishers, Hamilton County, Indiana (“City”) to develop, design, construct, project manage, finance, operate, and maintain the Project. Offeror represents and warrants that is has read the RFPQ and any addenda issued by the City, and agrees to abide by the contents and terms of the RFPQ.

Offeror understands that the City is not bound to negotiate with any Offeror and may reject each response that it receives. Offeror further understands that all costs and expenses incurred by it in preparing this RFPQ Response and participating in the procurement process will be borne solely by Offeror, except as specifically provided in the RFPQ or Scoping Agreement. Offeror understands that any documents, work product, or proprietary information submitted to the City in response to this RFPQ or throughout the procurement process shall become the sole and exclusive property of the City.

Offeror acknowledges and agrees that the City reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part at any time prior to the execution of the BOT Agreement, (2) issue a subsequent RFPQ after the withdrawal of this RFPQ for the Project or any part of the Project, (3) reject any and all RFPQ Responses, (4) terminate, suspend, or elect not to proceed in negotiations with Offeror(s) at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an RFPQ Response. Offeror acknowledges and agrees that the issuance of this RFPQ does not commit or bind the City to enter into a contract or proceed with the procurement process.

Offeror acknowledges and agrees that this RFPQ and all aspects of the procurement process shall be governed by and construed according to the laws of the State of Indiana.

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

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

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



**APPENDIX D  
NON-COLLUSION AFFIDAVIT**



**APPENDIX E**  
**NO DEFAULT, BREACH or BANKRUPTCY**

**Offeror:** \_\_\_\_\_  
**City of Fisher**  
**c/o Chris Greisl**  
**One Municipal Drive**  
**Fishers, IN 46038**

The undersigned (“Offeror”) hereby affirms that the Offeror and/or its affiliates (a) are not involved in or threatened with any current or pending litigation or legal disputes with any federal, state, or local governmental entity; (b) are not in arrears to any federal, state, or local governmental entity of any debt or contract; (c) are not a defaulter as surety or other obligation upon any federal, state, or local governmental entity or (d) have not failed to perform faithfully in any previous contract with a federal, state, or local governmental entity within the last five (5) years.

Offeror hereby affirms that the Offeror and/or its affiliates are currently solvent, and have not within the last five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding.

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

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

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