



**CITY OF FISHERS REQUEST FOR PROPOSALS AND QUALIFICATIONS TO
DESIGN, BUILD, FINANCE AND TRANSFER THE CITY'S ARTS & MUNICIPAL
COMPLEX THROUGH A PUBLIC-PRIVATE PARTNERSHIP AGREEMENT**

Issued: August 18, 2021

Responses Due: September 16, 2021

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I. INTRODUCTION

A. Statement of Intent. The City of Fishers, Hamilton County, Indiana (“City”) issues this Request for Proposal and Qualifications (“RFPQ”) to prospective entities interested in submitting a proposal and statement of qualifications (“Offeror”) to design, construct, finance and transfer the City’s Arts & Municipal Complex, all pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”).

B. Background.

1. City of Fishers. The City is a thriving, small city of approximately one hundred thousand (100,000) residents located adjacent to and northeast of Indianapolis, Indiana, that has become a marque community for high-tech entrepreneurialism, targeted capital investment, pedestrian-friendly living and the life-sciences industry. While retaining its family-focused, Mid-Western characteristics, the City is synonymous with opportunity, exceptional services and amenities. In 2017, the City was named *Money Magazine’s* Best Place to live, and the City has repeatedly been included in the magazine’s annual list.

The City’s downtown Nickel Plate District (the “NPD”) is home to the City’s municipal building, high-end, high-density living opportunities, tech and engineering companies, restaurants, retail amenities, banks and City green spaces, including the City’s Nickel Plate District Amphitheater. Most of the architecture in the NPD is contemporary industrial. Images of the NPD are included in **Exhibit A**.

2. Current City Municipal Building.

a. Structure and Mechanical Issues. The City’s current municipal building (“Current Building”) is an approximately thirty thousand square feet (30,000 sq. ft.), two-floor structure with large atrium, auditorium, and staircase. The Current Building has many ongoing structural and major system issues. Since 2007, the City has performed several costly major repairs to the building. Currently, the southwest corner of the Current Building is sinking, and the City has determined that, rather than continue to invest in a failing facility, it will demolish the Current Building and construct a new, modern structure that includes a first-floor arts center and multi-purpose auditorium and theater space.



b. Site. The Current Building is located at 1 Municipal Drive, Fishers, Indiana and is comprised of approximately three (3) acres as depicted on **Exhibit B** (“Site”). The Award Recipient will demolish the Current Building and construct the Arts & Municipal Complex on the Site. The City and the Award Recipient will jointly determine whether the existing parking areas are maintained, reconfigured and or replaced with new areas.

3. Municipal Arts Center. In Spring, 2021, the City organized a committee of residents to determine the recreational and arts and cultural amenities that are not sufficiently available in the City. The work of the committee culminated in the Fishers Community & Recreation Center Vision Document 2021 that is attached as **Exhibit C** (the “Vision Report”)¹. The City desires to incorporate arts and cultural center components on the first floor of the Arts & Municipal Complex by designing and constructing a modern and welcoming center that efficiently utilizes the available space and provides residents a place to engage with the arts in both classroom and exhibition spaces (the “Art Center”).

II. CITY OBJECTIVES.

A. Building - General. The City desires an approximately forty to forty-eight thousand square feet (40,0000 – 48,0000 sq. ft.) structure with contemporary yet timeless design that reflects the City’s aesthetic character as a modern city that respects its past. The Arts & Municipal Complex should (1) compliment the structures, improvements and greenspace in the NPD; (2) provide sufficient, efficient space for municipal departments, offices and meetings; (3) maximize first-floor space for performing and fine arts purposes; (4) include an auditorium appropriate for artistic performances and City public meetings and gatherings; and (5) provide necessary, inconspicuous security measures to separate public spaces from City offices.

B. Art Center - Amenities. The Arts & Municipal Complex should be designed so that the Art Center is the focal point and key public gathering space in the building. The Art Center should include, at a minimum, the following, all of which shall be located on the first floor of the building:

1. classroom space for fine arts classes (painting, drawing, and sculpture);

¹ The recreational amenities referenced in the Vision Report are being sought in a separate and distinct RFPQ and should not be included in a response to this RFPQ.



2. classroom space for performing arts, including dance and instruments;
3. pottery studio with kiln;
4. storage space sufficient for storing supplies and materials required for the foregoing;
5. community gathering and meeting space, which space shall include at least one conference room that can accommodate up to fifty (50) people and can be subdivided for smaller meetings; and
6. open-air outdoor space on the north side of the building that utilizes, activates and connects the Art Center to the north side greenspace, fountain and amphitheater (the “Public Green”).

C. Municipal Office Space. The remaining floors of the Arts & Municipal Complex will be dedicated to Municipal Administrative Services and Departments (the “Municipal Offices”). The Municipal Offices should include, at a minimum, the following:

1. Approximately eight (8) conference spaces that are efficiently placed for optimal use throughout the Municipal Offices and are of varying sizes to accommodate various groups;
2. A combination of approximately sixty (60) semi-dedicated and dedicated office spaces that accommodate the following areas: (i) City Administration; (ii) City Clerk; (iii) Controller; (iv) Engineering; (v) IT; (vi) Planning and Zoning; and (vii) Business Services.
3. Simple yet modern, efficiently sized kitchens on each floor of the Municipal Office. The kitchens should include dining spaces that are easily accessible and open to all employees located on a particular floor.
4. A two-thirds (2/3) rooftop patio appropriate for hosting events and meetings.

The design of the Municipal Office should maximize space, avoid waste (including wasted space like atriums and expansive hallways (which may be appropriate for the Arts Center)) and provide for both collaboration and privacy. Departments should be designed for their best use and all departmental areas should not be uniform. The design of the municipal building should be like a modern, efficient and productive Class-A office space. The space should initially accommodate up to seventy (70) people and should just be designed in such a way that, ultimately, can accommodate up to hundred (100) people if common spaces are redeveloped to offices.

D. Auditorium. The Auditorium should accommodate performing arts events (dance, theater, and musical) and City Council meetings. Ideally, the City prefers seating capacity for at least four hundred (400) people distributed between a first floor and a semi-second (1.5) floor.



Seating should be provided to maximize stage front view while providing a space that can be partitioned to accommodate and maximize smaller events. The auditorium should be designed to include:

1. nearby council meeting room and safe space that accommodates up to thirty (30) people (“Council Chambers”);
2. nearby green room and dressing spaces with storage; and
3. backstage curtains, lighting, technology and other features needed for council and performing arts productions.

Additionally, the City desires to construct an additional, smaller auditorium to accommodate the City Court or design one of the art classroom spaces in a manner that it can also be utilized for Town Court. In either instance, the Town Court must have a separate entrance and should include a small public office space that is daily staffed, separate storage areas and at least one designated office space.

E. Public Green Restrooms & Meeting Space. Currently, mechanical equipment, restrooms and a conference room are in a structure north of the Current Building between the Current Building and the amphitheater (the “Pavilion”). The City desires designs that further activate the Public Green extending from the Current Building to the at-grade fountain. Additionally, the City desires to repurpose the Pavilion by creating an open, welcoming exhibition space that compliments the Art Center and provides exhibition space for local artists and traveling exhibits. The restrooms within the Pavilion should remain.

F. Additional Considerations.

1. **Geotech.** The Current Building is sinking, and the City is unsure whether the issue is caused by structural deficiencies or bad soils. Geotechnical inspections must be completed by the Award Recipient, and the soil may require improvement so that it is suitable for construction.
2. **Parking.** Although the NPD has multiple available public spaces, public parking spaces must accommodate (i) municipal employees; (ii) estimated use of the Arts Center; and (iii) limited larger-scale use of the auditorium. Designs should accommodate parking on the Site.
3. **Windows & Glass.** The City desires designs that include large open spaces on the north side of the Arts & Municipal Complex facing the Public Green. The Art Center should be designed with retractable or other open-air concepts that (i) allow patrons to smoothly transition between indoor and outdoor spaces; (ii) activates outdoor green space, particularly for community events (Farmers’ Market) and fine art exhibitions; and (iii) highlights the City’s Public Green.



4. Security. Inconspicuous security like key cards and other modern security measures are required. Specifically, there must be inconspicuous (i) bifurcation between the Art Center and the Municipal Office; (ii) security for the Council Chambers; and (iii) security measures between Auditorium back of stage and the exterior perimeter of the Art & Municipal Complex.

5. Reception and Public Gathering Spaces. The entrance to the Arts Center should include an inviting and welcoming reception area that is conducive to day-to-day operations and special events. Additionally, some public gathering/viewing spaces should be available for hanging art, sculpture installations, and multi-media installations.

6. Sound. Sound mitigation measures should be taken to limit sound from the Arts Center to the Municipal Office.

7. The Site. Although the City will use the Site for the Arts & Municipal Complex, the structure should be designed and positioned to best utilize the Site. There is no requirement that the footprint of the Arts & Municipal Complex remain the same as the Current Building.

8. Flex Space. Provided that the Arts Center classrooms can accommodate different types of fine and performing arts, the classrooms can be designed as flexible space that is used for multiple purposes with consideration for both clean and dirty uses.

9. Energy Efficiency and Environmentally Friendly Designs. The City desires that the Arts & Municipal Complex be a healthy space with cleaner air, access to daylight, and as free as possible from harmful chemicals found in some paints and finishes. The City will favor designs and construction materials and techniques that further energy efficiency and help protect the environment.

III. BUDGET & FINANCING

A. Budget. The City's anticipates a maximum project budget for the Arts & Municipal Complex of approximately Twenty Million Dollars (\$20,000,000.00)(the "Budget"). The Budget must cover all hard and soft costs of the Arts & Municipal Complex, including design, engineering, construction, FF&E and all ancillary professional services. The City will not consider designs that exceed the Budget.

B. Financing. The City requests that offerors privately finance the cost of the design and construction of the Arts & Municipal Complex (the "Project Costs") for six (6) years. Upon substantial completion, the City will lease the Arts & Municipal Complex from the Award Recipient for a period of seventy-two (72) months ("Lease Term") on a triple net basis with



semi-annual base rent calculated as an amount equal to amortizing the principal and interest of the Project Costs (in the aggregate, the “Rent”) with a balloon payment upon completion of the Lease Term of approximately \$16,750,000.00 (the “Balloon”). At the end of the Lease Term, the City will either pay the Balloon or continue to pay the Rent, until the Project Costs are paid in full. The lease and payments will be subject to appropriation.

IV. PROCUREMENT OBJECTIVES.

A. Overview. The City seeks private sector expertise in the design, development, financing and construction of the Arts & Municipal Complex. The City believes that private sector expertise will (1) allow the Arts & Municipal Complex to be completed quicker and more efficiently; (2) help shift risk away from the City and allow subcontractors to be directly accountable to the Award Recipient; (3) prevent unknown costs; and (4) maximize aggressive delivery of the Arts & Municipal Complex.

B. Required Services. In response to this RFPQ, the City desires to receive offers from teams comprised of experts from the following service areas:

- Demolition Services
- Architecture and Design (“Architect”)
- Development and construction (the “Construction Team”)
- Engineering (the “Engineer”)
- Landscape Architecture (the “Landscape Architect”)
- Interior Design Professionals (Furniture, Fixtures and Equipment for both the Arts Center and Municipal Office)
- Financing Providers based on the above-described lease and Balloon.

The City reserves the right to independently retain the services of the Architect, Engineer, Landscape Architect and/or other professional services providers (individually or collectively, the “Development Professionals”). *Accordingly, the City requests that as teams are formed, entities avoid entering into non-compete agreements that prohibit the City from selecting such Development Professionals from a team and entering into independent agreements with such Development Professionals.*

For the avoidance of doubt, the Construction Team will be required to enter into all subcontracts for construction services, and the City will not hold any such contracts.



Although the City prefers that financing be included in Offers, the inability to provide financing should not preclude Offerors from responding. If an Offeror cannot provide financing, the City may offer financing alternatives and partners.

V. 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, to enter into a BOT Agreement with the Award Recipient to demolish the Current Building, and design, construct and finance the Arts & Municipal Complex on behalf of the City and to transfer the Arts & Municipal Complex to the City at an established future date. The City anticipates the following sequential steps as part of the procurement process:

A. Review RFPQ Responses. The City will review responses to this RFPQ to determine Offerors' vision for the Arts & Municipal Complex, relevant experience and expertise, and capacity to satisfy the terms of a BOT Agreement for the Arts & Municipal Complex.

B. Scoping Agreement.

1. General. The City will enter into a Scoping Agreement 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 design services pursuant to the procedure outlined below in this Section B, including, without limitation, determining the scale of the amenities within the Arts & Municipal Complex, completing property inspections needed, including, without limitation, geotechnical studies, and working to develop an Arts & Municipal Complex that complies with all applicable 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 "Laws"). During the scoping phase, the Offeror shall (1) obtain all required permits and approvals necessary for completion of the Arts & Municipal Complex and (2) prepare for and/or cause any necessary utility relocations to be performed. **Regardless of whether the City independently enters into a contract with the Architect or other Development Professionals, the Construction Team will be selected based on, in part, its experience providing design consultation during the design**



phase. Therefore, the Construction Team is required to consult and regularly meet with the City, the Architect and the Engineer to help design and prepare for construction of the Arts & Municipal Complex.

2. Compensation/Work For Hire. The Scoping Agreement shall provide that the City will compensate Offeror (a) in a set amount, or (b) on an hourly basis with a contractual maximum (in either instance, the “Scoping Costs”) for the services provided under the Scoping Agreement (the “Scoping Services”). Moreover, the Offeror will be required to routinely meet with the City, the Architect and Engineer to discuss vision for the project and status of deliverables required to complete the Scoping Agreement. **All studies, materials, approvals, permits, drawings, design and any other work completed pursuant to the Scoping Agreement and all portions and iterations thereof (the “Scoping Materials”) shall be deemed work for hire, owned exclusively by the City and available for the City’s use as the City determines, in its sole discretion, including without limitation, providing such work to third-parties to develop and construct the Arts & Municipal Complex, if Offeror is not selected for the BOT Agreement. Scoping Costs will be rolled into Project Costs, if a BOT is awarded**

3. Plan Refinement. During scoping, the City anticipates using a plan refinement process like the one set out below.

a. Preliminary Design Services. The Offeror (if a Scoping Agreement is entered into with a team that includes the Architect)² or the Architect shall deliver a site plan and schematic design documents and drawing (“Preliminary Design Documents”). The City shall approve and/or reject the Preliminary Design Documents.

b. Design Development Documents. Upon approval of the Preliminary Design Documents, Offeror shall submit to City for its review detailed design development documents (“Design Development Documents”). Within fifteen (15) days after City receives the Design Development Documents, City shall deliver to Offeror written notice that it approves or rejects the Design

² For purposes of this Subsection 3, the design document deliverables may be completed by the Architect, if the Architect is independently retained rather than working as part of the Offeror’s team; however, the Construction Team must participate in all phases of the scoping process.



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 Arts & Municipal Complex within a specific number of months of commencing construction and a detailed project budget all consistent with the Design Development Documents (collectively, “Final Documents”). The Final Documents will likely be deemed final after the Construction Team bids the project.

C. BOT Award. The City may recommend an Offeror as the Offeror for the Arts & Municipal Complex to its Board of Public Works & Safety (“Board”) or, in its sole discretion, the City may terminate the RFPQ process. The City will select only one (1) Offeror to be the Offeror of the Arts & Municipal Complex (the “Award Recipient”). However, the City reserves the right to right to independently retain Development Professionals who will work together with the Award Recipient to complete the Arts & Municipal Complex. Prior to awarding a BOT, the City shall publish public notice as required by the Act, and the Board shall entertain the City’s recommendation to enter into a BOT Agreement at such duly noticed public hearing.

D. Communication. 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 the best and final offer. 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.

VI. BOT AGREEMENT. If approved by the Board, the City and the Award Recipient will enter into a BOT agreement pursuant to which the Award Recipient will be responsible for all procurement, construction, project management. The BOT Agreement between will include the following minimum terms, among others:



- A. All responsibility for demolition of the Current Building and construction of the Arts & Municipal Complex, including, without limitation, procurement, construction, project management and delivery.
- B. For up to thirty (30) days from issuance of a certificate of occupancy, Offeror shall provide onsite and/or continuously available personnel to assist the City with learning to operate the structure and its amenities.
- C. Completion of the Arts & Municipal Complex within twenty-four (24) months of commencing construction.
- D. Payment bond in an amount not less than one hundred percent (100%) of the cost to design and construct the Arts & Municipal Complex.
- E. Performance bond in an amount not less than one hundred percent (100%) of the cost to design and construct the Arts & Municipal Complex.
- F. Non-discrimination provision.
- G. Drug-free workplace provision
- H. Compliance with E-Verify requirements.
- I. Indemnification by the Award Recipient. **The City will not indemnify the Award Recipient.**
- J. Application of Indiana law with venue in Hamilton County
- K. Maintenance of the policies of insurance included at **Exhibit D**
- L. Termination for gross misconduct
- M. Financing based on the terms described in Article III(B).
- N. The lease described in Article III(B). The lease will include standard “subject to appropriation” language.
- O. United State Steel requirement pursuant to Ind. Code § 5-16-8 *et. seq.*

VII. ANTICIPATED PROCUREMENT SCHEDULE

RFPQ Issued	08/18/2021
Deadline for Questions regarding the RFPQ	08/27/2021
Addenda (responses to questions) issued by City	08/31/2021
<i>RFPQ Responses Due</i>	<i>09/16/2021</i>
Interviews	Week of 09/20/2021
Offeror recommended for Scoping Agreement	09/28/2021
Scoping Agreement negotiated and contract entered	09/28/2021
Scoping Agreement completed	01/18/2022



City determines whether to award BOT Agreement	02/28/2022
Public Hearing and BOT Awarded	02/28/2022

This schedule is for illustration purposes only and should not be construed as binding; except that all RFPQ Offers shall be submitted by or before September 16, 2021.

VIII. 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: (A) terminate this RFPQ in whole or in part prior to the execution of the BOT Agreement, (B) issue a subsequent RFPQ after the withdrawal of this RFPQ or any part thereof, (C) reject any and all RFPQ responses, (D) terminate, suspend, or elect not to proceed in negotiations with Offeror at any time, and (E) 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 costs shall be borne solely and exclusively by each Offeror.**

IX. SOLICITATION & RFPQ REQUIREMENTS

A. RFPQ Submission Deadline. RFPQ Responses must be received by the City at the address below **no later than September 16, 2021 at 10:00 a.m. EST** (the "Submission Deadline"). RFPQ responses delivered after the 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:

Jennifer C. Messer
City of Fishers
One Municipal Drive
Fishers, IN 46038 (the "City Contact")

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
One Municipal Drive
Fishers, IN 46038
Attn: Jennifer C. Messer
(Name of Offeror)
(Name of Offeror's Duly Appointed Representative)
(Mailing Address of Offeror)
(Telephone Number of Offeror)
(E-Mail Address of Offeror)

RFPQ responses 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 shall not communicate with any City official, employee, agent, or representative regarding the Arts & Municipal Complex or this RFPQ. All communication and requests for information and clarifications shall be made via e-mail to: jennifercmesserlaw@gmail.com and alexanderj@fishers.in.us. No oral requests will be considered. No requests for additional information or clarification to any person other than the e-mail addresses provided above will be considered.

If Offeror considers any of its questions or request for clarifications to be confidential, it must specifically state the reasons why it believes the information is 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. The City reserves the right to disagree with Offeror's assessment regarding confidentiality under the Laws. If 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 August 27, 2021 at 5:00 p.m. EST**. Answers to questions deemed appropriate for response by the City, in its sole discretion, will be distributed by publication on the City's website and will constitute Addenda



(as defined herein below) to the RFPQ. The City may rephrase and consolidate similar questions as it deems appropriate.

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 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. Each Offeror is solely responsible to ensure that it has received and considered all Addenda issued by the City. Offerors should monitor the City's website for information concerning this procurement.

E. Modification & Withdrawal of RFPQ Responses. RFPQ responses may be modified or withdrawn in writing by request to the City Contact, if such modification or withdrawal is received prior to the Submission Deadline. Any modification to a RFPQ response received by the City after the Submission Deadline will not be considered by the City.

X. 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; provided, however, the concept plan may, at the discretion of Offeror, be provided on the paper Offeror selects. 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.

B. Organization. Offerors must organize their RFPQ response in the order set forth in **Exhibit E**. 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 following information:

1. **Examples of Relevant Work.** All Offerors should include depictions of their previous work that is similar to that requested in this RFPQ. For each example, the Offeror should describe (a) description of the project; (b) their work on the project, (c)



the location of the project, (d) project budget, (e) approximate amount of paid (gross) for Offeror's work on the project; (f) environmentally friendly and energy efficient components of such projects; and (g) contact information for the owner of such project.

Additionally, Offeror shall generally provide information detailing its experience working with public entities, scheduling and budgeting complex projects, managing costs, changes, and compliance with established budgets and schedules.

- Experience in managing projects of similar disciplines: design, construction and financing.
- Experience working with public entities
- Experience scheduling and budgeting complex projects
- Experience managing costs, changes, and compliance with budgets and schedules
- Ability to effectively manage risk

2. Preliminary Concept Plan. All Offerors shall submit a concept plan for the Arts & Municipal Complex, which Concept Plan shall (a) shows the Arts & Municipal Complex's conceptual building layout and other significant site features; (b) include conceptual illustrations of the quality and character of the: (i) exterior elevations of the building and (ii) the program for hardscape and landscape improvements; and (c) depict the interior layout and suggested scale of the amenities. **The City will not use a concept plan unless the City enters into a contract with the entity submitting such concept plan. Moreover, unless an Offeror is selected for a Scoping Agreement or independently retained by the City, such Offeror's concept plan will be deemed the confidential and proprietary work product of the Offeror and will not be disclosed, except as required by the Laws. For background, Ind. Code § 5-23-5-6 provides that "[t]he governmental body may refuse to disclose the contents of proposals during discussions with eligible offerors." Notwithstanding the foregoing, this subsection 1 shall not be interpreted to prohibit the City from selecting amenities, generally scaling amenities to a particular footprint or otherwise generally designing an Arts & Municipal Complex that may be similar but is not based upon a particular concept plan.**

OFFEROR SHALL MARK PAGES OF THE CONCEPT PLAN AS CONFIDENTIAL - PROPRIETARY INFORMATION.



3. Compensation Structure and Amount. Complete the chart included at **Exhibit F**.
4. Offeror's Team Members. This section should specifically state all services that Offeror intends to provide in response to this RFPQ (see Section IV(B)). Please provide (i) the information requested in Sections 5 - 6 below for all members of the team; and (ii) if all team members are not operating as a singular legal entity, all legal documents (transmittal letter, non-collusion affidavit and no default, breach or bankruptcy letter) for each member of the team.
5. Offeror's Business Structure. This section should provide 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 Arts & Municipal Complex.

The following is a list of suggested 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 Indiana, if any
- 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
- 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 related to the services being offered

6. 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 Arts & Municipal Complex. Offeror shall include bank references.

The City reserves the right to request supplemental financial information from any Offeror.

7. Offeror's Approach to the Arts & Municipal Complex, Including Design. Offeror shall provide the City with information regarding its proposed approach to the Arts & Municipal Complex and how it believes its approach will best accomplish the City's goals and objectives. Offeror shall provide information regarding how it anticipates allocating responsibilities amongst its team members and provide the City with innovative concepts that reduce costs and accelerate the delivery of the Arts & Municipal Complex.

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

- Examples of Offeror's contribution to project design up to and continuing throughout construction
- List of personnel that have been integrally involved in design processes.
- Description of Offeror's process and procedure for working through design up to Final Documents.
- Ability to achieve the project objectives
 - o Overview of Offeror's general approach to design, construct and finance the Arts & Municipal Complex
 - Allocation of responsibilities among team members
 - Project oversight
 - o Innovative ideas to reduce overall costs of the Arts & Municipal Complex
 - o Innovative ideas to accelerate the delivery of the Arts & Municipal Complex
 - o Ability to work with City to meet its specific needs of the Arts & Municipal Complex
- Drawings or Pictures representative of work similar to the Arts & Municipal Complex
 - o Address of the project



- Type of project
- Dimensions of project
- Purpose of project
- Offeror's role in the project

8. Legal Requirements. This section shall include responses to the following documents:

(i) Transmittal Letter. The form Transmittal Letter provided at Exhibit G.

(ii) Non-Collusion Affidavit. The form Non-Collusion Affidavit provided at Exhibit H.

(iii) No Default, Breach or Bankruptcy. The form No Default, Breach or Bankruptcy letter provided at Exhibit I. 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.

XI. EVALUATION AND SELECTION

A. Responsiveness/Minimum Qualification (Pass/Fail). In accordance with Ind. Code §5-23-5-2, the City will determine whether the response is complete and responsive. Only those timely submitted RFPQ responses that are complete and responsive, in the City's sole discretion, 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:

- | | |
|--|------------|
| • Previous Project Experience: | 50% |
| • Concept Plan & Approach to Project: | 30% |
| • Financials: | 10% |
| • Environmentally Friendly Approaches | 10% |

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 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 is for clarification purposes.



EXHIBIT A
IMAGES OF THE CITY'S NICKEL PLATE DISTRICT









EXHIBIT B
THE SITE
[please see following page]

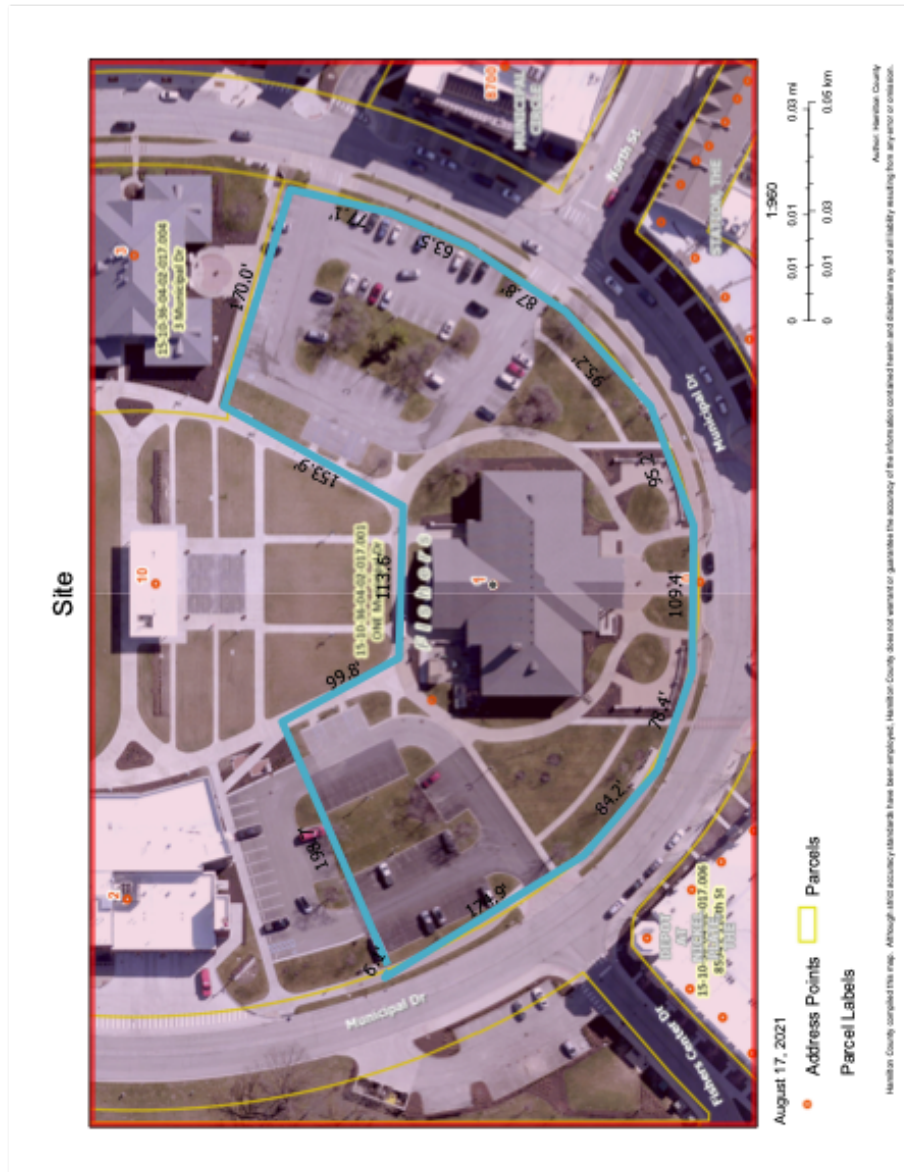




EXHIBIT C
VISION REPORT



EXHIBIT D **REQUIRED INSURANCE**

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	<p>Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and Offeror shall provide the City with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City of Fishers as an Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City of Fishers per the follows:</p> <p>(i) \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit);</p> <p>(ii) \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and</p> <p>(iii) \$1,000,000.00 Personal Injury Liability to include coverage for employee-related claims.</p>
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City of Fishers as an additional insured.
5.	Umbrella Liability: \$5,000,000.00.
6.	Professional Liability: If the Contract is the subject of any professional services or design work, Offeror will use commercially reasonable efforts to cause the party rendering those services to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed for a minimum limit of \$2,000,000.00.



EXHIBIT E ORDER OF RESPONSE

Offerors shall organize their RFPQ responses in the following order:

1. Examples of Relevant Experience
2. Preliminary Concept Plan
3. Compensation Structure and Amount
4. Offeror's Team Members
5. Offeror's Business Structure
6. Offeror's Business Experience & Expertise
7. Business Financials
8. Offeror's Approach to the Arts & Municipal Complex, Including Design
9. Legal Requirements
 - A. Transmittal Letter
 - B. Non-Collusion Affidavit
 - C. No Default, Breach or Bankruptcy



EXHIBIT F COMPENSATION STRUCTURE AND AMOUNT

For the services offered, whether offered as a flat fee or percentage, please complete each of the following or indicate that the listed fee does not apply. Please include any additional categories of fees not specifically listed in this chart and offeror's fee for each such category. The city will not include categories of fees that are not included in this response in either the scoping agreement or BOT Agreement.

1.	Developer Fee	Amount	Any Explanation
2.	Professional Services (for each service offered) <ul style="list-style-type: none"> • Design • Legal • Documentation/Clerical • Engineering • Any other professional services 		
3.	General Conditions		
4.	Staffing		
5.	Estimated APR for financing		
6.	Additional cost paid to Award Recipient for financing (over bank APR)		
7.			
8.			
9.			



**EXHIBIT G
TRANSMITTAL LETTER**

Offeror: _____
City of Fishers
c/o Jennifer Messer
One Municipal Drive
Fishers, IN 46038

The undersigned (“Offeror”) submits this proposal in response to the Request for Proposal and Qualifications dated August 18, 2021, as amended (“RFPQ”), issued by the City of Fishers, Hamilton County, Indiana (“City”) to design, construct, finance and transfer the Arts & Municipal Complex. Offeror represents and warrants that it 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. 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 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: _____

