

CITY OF INDIANAPOLIS, INDIANA

REQUEST FOR PROPOSALS AND QUALIFICATIONS

TO DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN

the

CONSOLIDATED JUSTICE FACILITY PROJECT

THROUGH A

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

Issued: December 20, 2013

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PSOQ Due Date: February 11, 2014

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PART A

1. EXECUTIVE SUMMARY/INTRODUCTION

1.1. Overview of the Opportunity

The City of Indianapolis, Indiana (the “City”), a consolidated city under Indiana Code 36-3 et seq. is pleased to present this Request for Proposals and Qualifications (“RF PQ”) to prospective entities or groups of entities (the “Offerors”) interested in submitting proposals and statements of qualifications (“PSOQs”) to develop, design, build, finance, operate and maintain the Consolidated Justice Facility Project (the “Project”) through an availability payment concession pursuant to a public-private partnership agreement (“PPA”).

The Project consists of a new consolidated criminal justice campus. City currently contemplates that the Project will include at least six new interconnected buildings critical to the City and County’s criminal justice system, including a new adult detention center, community corrections facility, courthouse, law office building, juvenile justice center, sheriff’s department and new parking facilities, all totaling approximately 1.4 million gross square feet. See this Part A, Section 1.3 for additional details about the currently anticipated building space program and Project facilities. The Project is needed and private sector involvement is sought because of the following conditions:

- The Project consolidates several separate and aging facilities that require significant maintenance and currently operate with substantial inefficiencies and public safety concerns;
- Traditional funding sources for the Project are limited and the City is seeking to partner with the private sector to optimize the capital funding plan;
- Private sector innovation in the design and management may help the Project be completed quicker and more efficiently;
- The need and desire to accelerate delivery of the Project; and
- Private sector innovation in the operation and management of the Project may provide ongoing cost and budget certainty for the City.

The Project presents an attractive opportunity for the private sector because:

- City and key stakeholders are committed to the completion of the Project;
- The City has created a business environment that is attractive to private initiatives;

- The City maintains a AAA credit rating from Fitch and Moody's and a AA credit rating from Standard and Poor's with a stable outlook and has a successful history of procuring P3 projects;
- The anticipated availability payment P3 structure provides a stable platform for risk sharing with the private sector; and
- The legal authority to undertake the Project using an availability payment P3 delivery method currently exists.

1.2. Project Description

The Project involves the development, design, construction, financing, operation and maintenance of a new consolidated criminal justice center for City which will provide space and services for the criminal justice system. At this time, City currently contemplates the Project will include the following new facilities:

- 3,480 bed detention facility;
- 750 bed minimum security/ transitional community corrections facility;
- 32 courtroom courthouse;
- law office building;
- juvenile court and 100 bed juvenile detention center;
- Sheriff's office;
- Surface and structured parking facilities; and
- Central facilities for maintenance, warehouse, central plant and underground connecting tunnel system.

Site development includes on-site utilities, public plaza, hardscape/landscape, road and traffic control improvements, overall site security upgrades and utility improvements from the property boundary to support the complex.

Limited retail facilities and opportunities that are ancillary to and consistent with the function of the Project (e.g., basic food service for employees and the public) are currently contemplated.

In addition, the law office building may include office space beyond that currently required by City. City is currently considering allowing [the Offeror that is awarded and](#)

Female Pregnancy 16 16 beds @ 1 units

Special Needs Population Sub-Total 728 beds

Medical facility for inmate inpatient and outpatient treatment
Program space for rehabilitation and treatment of inmates
Central intake/ release/ transfer facility
Central kitchen and laundry (serves entire adult detention and juvenile complex)
Video and live visitation
Jail administration
Warehouse and maintenance (serves entire complex)

Community Corrections 150,000 gsf

Includes: 750 beds

600 male, 100 female and 50 special use beds
Program space for educational, vocational and treatment
Day reporting facilities
Administrative, medical and drug testing facilities

Courthouse 240,000 gsf

Includes: 32 courtrooms

Circuit and superior courts
Judge's chambers and support facilities
Clerk of courts
Jury assembly facilities
Courthouse security
Archives and maintenance

Law Office 185,000 gsf

Includes: office space

Prosecutor's offices
Public defender's offices
Probation offices
Core and shell suitable for tenant improvement
Suitable for law offices and other related business
Retail space, including restaurants, clothing retail and retail specifically related to public safety

Juvenile Courts and Juvenile Detention 130,000 gsf

Includes: 100 beds +/-

Specifically built and operated for youth detention
Juvenile courts and affiliated services
Must be sight and sound separated
Must share resources with adult detention facility

Sheriff's Department

40,000 gsf

Includes:

Sheriff's administration
Criminal division
Civil division
9-1-1 and dispatch

In addition, a new coroner's and forensic services lab space is being considered by City (either to be undertaken by Developer or to be accommodated in the future). Parking to be included for a minimum of 2,000 spaces including secure parking for judge's and other designated spaces.

All facilities will be linked together by secure underground or above ground secure links.

Additional details about the building program, as well as modifications and refinements to the currently anticipated details described above, shall be set out in the RFRP.

1.4. Project Site

City has assessed several potential sites for the Project and is currently in the advanced stages of identifying a Project site (the "Project Site"). City anticipates that a preferred Project Site will be identified within approximately 45-60 days.

It is anticipated that selection of a preferred Project Site and information relating thereto will be provided to Short-Listed Offerors prior to issuance of the RFRP.

Developer will have the right to enter, access, and occupy the Project Site sufficient to enable it to fulfill its obligations under the PPA.

City currently anticipates providing the Short-Listed Offerors with the following data with respect to the Project Site:

- Initial geotechnical investigation report;
- Phase 1 environmental site assessment and Phase 2 limited soil and groundwater investigation;
- Property survey, underground utilities survey and legal description; and

- Copies of previously published planning documents and other due diligence information.

Descriptions of the Project features are general in nature and more precise delineations, including the nature of City's ownership in the Project Site (e.g., fee, ground lease, etc.) will be set forth in the RFRP and draft PPA.

1.5. Procurement Model

It is anticipated that the Developer will develop, design, construct, finance, operate and maintain the Project in return for periodic availability payments.

The details of this procurement model are discussed in more detail later in this RFPQ.

1.6. Project Goals

Goals for the Project (which are not listed in order of importance) include:

- Enhance the user/public experience and convenience of use for all visitors and staff in a consolidated facility;
- Create opportunities for increased vehicular and public transit access to the Project;
- Relocate multiple facilities and functions to one campus to maximize efficiencies and economic scale;
- Achieve significant facility and operational savings from consolidated personnel, transportation and avoidance of inefficiencies and cost of multiple aging existing facilities;
- Increased public safety for Judges, Sheriff deputies, Prosecutor in new facility and City employees and the general public utilizing the existing facilities;
- Provide an improved environment for the incarceration and rehabilitation of adults and youths in the Marion County justice system.
- Improve the flow of casework and alleviate the bed overcrowding in the criminal justice center;
- Provide economic development for the short term in construction jobs and in the long term with superior facilities for staff;

- Provide a sustainable, environmentally appropriate facility that is energy and water efficient;
- Provide a lasting, civic complex that will be the face of the Indianapolis Marion County criminal justice system for years to come;
- Provide positive cash flow for City by creating opportunities for private vendors and providers onsite adjacent to the dedicated justice facilities;
- Increase the efficient utilization of space in the existing facilities and allow for a reduction in leasing of outside space by City;
- Provide greater economic and budgeting certainty for the City in future years;
- Minimize the cost and funds required to develop, design, construct, finance, operate and maintain the Project;
- Achieve substantial completion for the Project by Winter 2018;
- Provide a high quality, durable and maintainable facility;
- Comply with City goals as to participation of minority owned businesses (“MBE”), women owned businesses (“WBE”), veteran owned businesses (“VBE”) and disability owned businesses (“DOBE”) during the development, design and construction of the Project;
- Maximize, to the extent reasonably practicable, use of firms and entities resident in the Indianapolis metropolitan area in connection with the design and construction of the Project; and
- Seek private sector innovation and efficiencies, and encourage design solutions that respond to actual and anticipated environmental concerns, permits and commitments.

1.7. Procuring Agency, Key Stakeholders

City will be the procuring agency for the Project.

In 1969, the Indiana state legislature voted to expand Indianapolis’ city limits to include the entirety of Marion County (commonly referred to as “Unigov”) and consolidate the majority of City and County functions, forming the Consolidated City of Indianapolis. Four cities in the County were excluded from the new consolidated government – Beech Grove, Lawrence, Southport, and Speedway. Under Unigov, the Mayor of Indianapolis serves as both City and County executive and City departments and County agencies

are included in this new executive branch. A single City-County Council exists in place of the formerly separate City and County councils. Not all municipal functions, however, were consolidated as a part of Unigov. Marion County retains several separate elected offices, including the Sheriff, Prosecutor, Coroner, and Clerk of the Court.

The Project will enable the City to better fulfill its public safety responsibilities.

The Project will involve the operations of several different key stakeholders. The Marion County Sheriff's Office is primarily responsible for the operation of the adult and juvenile detention facilities, prisoner transport and care, and building security. The Marion County Superior Court is the primary user of court facilities, specifically its criminal, traffic and juvenile divisions. The Marion County Prosecutor's Office staff handles criminal prosecutions within the above identified courts and will additionally house the majority of its staff onsite within the campus. The Marion County Public Defender Agency represents indigent individuals within these courts and will also house staff onsite. The Marion Superior Court Probation Department supervises both adult and juvenile probationers in a decentralized, community based program both before and after trial. Marion County Community Corrections runs a variety of programs to help offenders find work, residence, abuse counseling, and mental health care. Additional stakeholders may also evolve as a result of the selection of the Project Site.

1.8. Procurement Process

Pursuant to Ind. Code 5-23 et seq. (the "Statute"), City is authorized to solicit requests for proposals, to conduct discussions with Offerors to clarify their proposals, to have eligible Offerors revise their proposals and to negotiate best and final offers with responsible Offerors who submit proposals that City determines to be reasonably susceptible of being selected for award of the PPA.

Pursuant to this authority and in accordance with the process described in this RFPQ, City intends to select a Developer to enter into a public-private agreement (PPA) with the City. The selection of the Developer will be based on the City's evaluation of the factors and criteria described in Part A, Section 6 and as may be further detailed in the subsequent RFRP and in accordance with the process described in this RFPQ.

Following submission of the PSOQs, the City reserves the right to conduct discussions with one or more of the Offerors to clarify their PSOQs and to understand and evaluate them in accordance with the process set forth herein. The City intends, but is not bound, to select a group of Offerors ("Short-Listed Offerors") that are determined, based on a review and evaluation of the PSOQs as set forth herein, to be responsible Offerors that are reasonably susceptible of being selected for award of the PPA. The Short-Listed Offerors will be selected based on the City's evaluation of the PSOQs using the

factors and criteria described in this Part A, Sections 6.2 and 6.3. The process of selecting Short-Listed Offerors is described in this Part A, Section 6.

The City intends to negotiate and award a PPA with one of the Short-Listed Offerors. This process will involve the City issuing to the Short-Listed Offerors the RFRP pursuant to which City will solicit additional information to be evaluated under the criteria described in this Part A, Section 6.7. The City may discuss the RFRP with the Short-Listed Offerors during this process and solicit and negotiate best and final offers. After the Short-Listed Offerors have submitted their respective revised proposals and, if applicable, best and final offers (“Revised Proposals”), the City will evaluate the Revised Proposals based on the criteria described in this Part A, Section 6.7, as the same may be further detailed in the RFRP.

It is anticipated that the selected Offeror will enter into, or will form a single purpose entity to enter into, a PPA with City. Developer will become City’s private partner for the Project and develop, design, build, finance, operate and maintain the Project in exchange for periodic availability payments.

1.9. RFPQ and Overall Procurement Schedule

Issue Request for Proposals and Qualifications	December 20, 2013
Deadline for questions regarding the RFPQ and any addenda, if any, issued before January 6, 2014	January 13, 2014
Deadline for questions regarding any addenda, if any, issued on or after January 6, 2014	three calendar days after the addendum is issued (but no later than three calendar days prior to the PSOQ Due Date)
PSOQ Due Date	February 11, 2014 at 3 P.M. Eastern
Anticipated Announcement of Short-Listed Offerors	March 4, 2014
As of the date of this RFPQ, City anticipates the following procurement activities and schedule following announcement of the Short-Listed Offerors:	
Circulate Draft of RFRP to Short-Listed Offerors	March 2014
Issue final RFRP	April 2014

Revised Proposal Due Date	August 2014
Announcement of Preferred Offeror	September 2014
Award and execution of PPA (Commercial Close) and Financial Close	Winter 2014/2015

This schedule is subject to modification at the sole discretion of City. Offerors will be notified of any change in the schedule for the RFPQ phase by an addendum to this RFPQ.

2. PROJECT STATUS AND DEVELOPER RESPONSIBILITIES

2.1. Environmental

Environmental studies and approvals, as needed, for the Project will be initiated once the Project Site is selected. City anticipates that any such studies and approvals will be obtained in a manner consistent with the Project schedule.

Accordingly, it is important to note that, at this time, the proposed Project remains in the environmental process. Final environmental approvals and related requirements have not yet been secured. Additional alternatives, including a no-build alternative, are typically considered in the environmental process, and it is possible that the Project scope may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFPQ, including any description of the Project, is intended to modify, limit, or otherwise constrain any environmental process or commit City or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project.

2.2. Permitting

Required permits for the Project will vary depending on the Project Site.

Construction projects built within the City of Indianapolis can require permits from both the City's Department of Code Enforcement and the State of Indiana's Department of Homeland Security. The City has jurisdiction over permitting related to land use, sewer and stormwater, drainage, right of way, infrastructure, and building construction. In addition, the State of Indiana issues a design release for any Class 1 structure. A design release is a building permit that reviews issues related to the structural, fire, accessibility, and mechanical codes. Permits for both entities must be obtained individually from each entity prior to construction. Permit applications for both entities will require plans to be submitted after being sealed by a licensed design professional.

Upon award, Developer will generally be responsible for continuing to advance, obtain and maintain (including preparation of permit applications) all pending permits and obtain and maintain all other necessary regulatory, environmental, building and other permits (including any permit modifications) to develop, design, construct, finance, operate and maintain the Project. Developer's responsibility will include compliance with environmental approval commitments for mitigation and monitoring as set forth in any environmental documents and all permit conditions included in any approvals, authorizations, determinations, and conditional permits. Developer will finalize all permit applications based on its proposed design and obtain final permits from the permitting

agencies, including taking responsibility for any changes in permits and permit conditions arising out of Developer's design. City will support Developer in coordination with environmental regulatory and permitting agencies. Except as otherwise required by law or set forth in the PPA, it is anticipated that City will be the permittee on Project permits.

The RFRP will provide further details regarding permits and allocation of responsibility for securing them.

2.3. Site Acquisition

The Project Site has not been formally acquired for the Project as of the date of this RFPQ. City anticipates that it will complete acquisition of fee or leasehold rights in the Project Site and that such acquisition will occur prior to award of the PPA. See also this Part A, Section 1.4.

2.4. Site Conditions

2.4.1. Geotechnical

City will undertake certain geotechnical investigation work in connection with the Project and the Project Site. City will make any historical information it obtains and any new information it develops available to Short-Listed Offerors.

City does not anticipate that Offerors will need to conduct any geotechnical investigation in order to prepare and submit its PSOQs in response to this RFPQ. To the extent that any Short-Listed Offeror desires additional geotechnical investigation prior to submittal of its Revised Proposal, then such Offeror will need to coordinate with City prior to conducting any investigation. City may decide to perform additional geotechnical investigation based on input received from Short-Listed Offerors during the draft RFRP process.

2.4.2. Utilities

City will undertake certain utility investigation work in connection with the Project and the Project Site. City will make any historical information it obtains and any new information it develops available to Short-Listed Offerors.

City does not anticipate that Offerors will need to conduct any utility investigations in order to prepare and submit its PSOQs in response to this RFPQ. Short-Listed Offerors may, during the RFRP process, be asked to provide input on what, if any, additional utility investigation information may need to be collected. The Project Sponsors may decide to perform additional utility investigation based on the input received from Short-Listed Offerors during the RFRP process.

2.4.3. Hazardous Materials

City intends to undertake hazardous materials investigation work relating to the Project and the Project Site and will make such information available to Short-Listed Offerors. City does not anticipate that Offerors will need to conduct any hazardous material investigation in order to prepare and submit its PSOQs in response to this RFPQ. Short-Listed Offerors may, during the draft RFRP process, be asked to provide input on what, if any, additional hazardous materials investigation information may need to be collected. City may decide to perform additional hazardous material investigation based on the input received from Short-Listed Offerors during the RFRP process.

2.5. Third Parties

2.5.1. Railroad Companies

To the extent that the Project and Project Site ultimately impact railroad facilities, however, Developer will be responsible for coordination with railroads, including design reviews. The PPA is expected to require Developer to be responsible for causing the necessary railroad work or protection to be performed in accordance with applicable standards and laws and for the costs associated with the railroad work or protection, except to the extent the railroad is legally responsible for such costs.

The RFRP will provide further details regarding any railroad coordination and the responsibility therefor.

2.5.2. Utility Companies

City intends to initiate coordination with affected utilities during the RFRP process. Developer, however, will be responsible for coordination with utility owners, obtaining utility agreements and compliance with such utility agreements during both the RFRP process, as required, and during the term of the PPA. Developer will be responsible for performing or causing certain necessary utility relocations/adjustments to be performed in accordance with applicable standards and laws and for the costs associated with utility relocations/adjustments, except to the extent the utilities are legally responsible for such costs or City expressly retains such responsibilities in accordance with the PPA. Developer will also be responsible for ensuring utility service to the Project. This Part A, Section 2.4.2 contains additional information on Developer responsibilities regarding utilities.

The RFRP will provide further details regarding utility relocations/adjustments and the responsibility therefor.

2.5.3. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include City, Marion County Sheriff's Office, Marion County Superior Courts, Marion County Prosecutor's Office, Marion County Public Defender Agency, Marion Superior Court Probation Department, Marion County Community Corrections and Indianapolis Public Transportation Corporation, and it is anticipated that Developer will play an active role in coordinating with these and other stakeholders. The RFRP will set forth the parties' respective obligations for coordination with all governmental agencies and third-party stakeholders.

2.5.4. Other Due Diligence Activities

City is assessing if any additional information regarding the Project and Project Site conditions or other due diligence beyond that which is provided in this Part A will be provided. The Short-Listed Offerors may, during the RFRP process, be asked to provide input on this topic; however City is under no obligation to provide such additional information.

2.6. Developer Responsibilities

City currently anticipates that the general scope of Developer's responsibility under the PPA will be as follows:

(a) Design: Developer will be responsible for all aspects of the design for the Project, which must comply with the Technical Provisions as well as all applicable laws and regulations.

(b) Professional Services: Developer will be required to provide all professional services necessary to implement the Project, which will be more fully defined in the RFRP.

(c) Construction: Developer will be responsible for construction and commissioning of the Project.

(d) Permits/Approvals: Developer will be responsible for obtaining all permits and approvals necessary for construction of the Project, excluding certain approvals that the PPA will expressly indicate will be obtained by City.

(e) Finance: Developer will be required to provide the financing necessary for the Project, including any required debt and equity.

(f) Lifecycle Maintenance: Developer will be responsible during the term of the PPA for lifecycle maintenance, repairs and capital replacement necessary to sustain the Project to the level of operation described in the Technical Provisions.

(g) Facility Management Services: Developer will be required to provide all interior and exterior, janitorial (excluding the secure portions of the adult detention center, juvenile detention center and community corrections facility), and site maintenance, and other necessary operational services for the Project as defined in the Facility Management Specifications during the term of the PPA.

(h) Parking Operations. Developer will be obligated to provide and operate parking services and spaces at the Project for use by the sheriff's department, circuit and superior courts, the county justice agency and their respective employees, as well as public users of the Project during the term of the PPA.

(i) Utilities Management. Developer will be responsible for management of utilities for the Project during the term of the PPA.

(j) Handback. Developer will be responsible for ensuring that the Project is returned to City following the completion of the term of the PPA in the condition specified in the Technical Provisions.

(k) Security: Developer will not be responsible for security for the Project following completion thereof.

In addition to the foregoing, City is considering potential inclusion of additional services, including the following services. Offerors should not include team members for such services in its PSOQ and no part of the evaluation of the PSOQ shall consider such services. To the extent that such services are included within the Project scope, details and requirements thereof shall be set forth in the RFRP.

- Food services for the detention facilities;
- Medical services for the detention facilities;
- Ongoing obligations to update and refresh furniture, fixtures and equipment;
- Ongoing obligations to update information technology services; and
- Relocation services relating to the relocation of the existing facilities of City and the stakeholder users to the Project.

2.7. Design and Construction Standards

City anticipates including in the RFRP a set of Project-specific standards and specifications, as well as a baseline Project definition and preliminary design. All requests for deviations shall follow the requirements set forth in the RFRP and the PPA.

2.8. Operations and Maintenance; Warranties

Developer will be responsible for performing operations and maintenance (routine and capital/life cycle) for the Project. Developer's design-builder may also be required to provide a warranty of the design and construction work for limited portions of the Project that will not be part of the operations and maintenance scope for a period specified in the PPA and parent guaranties and warranty bonds from the design-build contractor may be required to support the design-builder's obligations with respect to such warranties and work relating to such portions. Additional details regarding the Developer's operations and maintenance responsibilities, as well as the obligations of the design-build contractor shall be set forth in the RFRP.

3. NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP, PROJECT FINANCING AND OTHER KEY COMMERCIAL ISSUES

3.1. Availability PPA

City intends to enter into a PPA for the development, design, construction, finance, operation and maintenance of the Project. The anticipated availability payment concession structure will among other things, (a) obligate Developer to (i) design and construct the Project; (ii) invest and provide project financing; (iii) operate and maintain the Project and (iv) potentially provide a warranty (through the design-build contractor) of the design and construction work for limited portions of the Project that will not be part of the operations and maintenance scope; and (b) grant Developer the right to receive availability payments according to the agreed schedule for a period of approximately 35 years after substantial completion of the Project (which will include, among other things, that the Project is available for use and occupancy), under the terms and conditions specified by City in the PPA.

Notwithstanding anything to the contrary in this RFPQ, City reserves the right to revise the scope of this procurement and the delivery model.

3.2. Availability Payment Structure

The availability payment concession structure for the PPA is intended to include the following features:

- City will pay for the use of the Project from an appropriation to be requested for each fiscal period in an amount equal to the availability payments identified in the PPA;
- City will undertake the obligation to make availability payments to the Developer according to the agreed schedule for a period of years prescribed in the PPA after substantial completion and after the Project is opened to occupancy, under the terms and conditions specified in the PPA; and
- The availability payments will be subject to reduction according to objective criteria and a formula for impermissible closures of the Project, for other specified unavailability events or for failure by Developer to meet specific performance requirements and standards.

3.3. MBE/WBE/VBE/DOBE Requirements

City is interested in achieving appropriate levels of participation by minority, woman, veteran and disability owned business participation throughout the development, design and construction of the Project. City may require Developer to meet the following goals or demonstrate its good faith efforts to do so in connection with the Project's development, design and construction:

- 15% MBE participation, as certified by City;
- 8% WBE participation, as certified by City;
- 3% VBE participation, as certified by City; and
- 1% DOBE participation, as certified by City.

City may impose periodic reporting requirements to monitor Developer efforts and the actual levels of MBE, WBE, VBE and DOBE participation during the development, design and construction of the Project.

In responding to the RFPQ, an Offeror need not include team members to satisfy participation goals and Offerors shall not enter into any exclusivity agreements with any MBE/WBE/VBE/DOBE firms or individuals during the RFPQ phase. Information outlining the specific goals for the Project will be included in the RFRP. It is currently anticipated that each Short-Listed Offeror will, as part of its Revised Proposal, list any eligible entities on its team as of the Revised Proposal due date, as well as provide a performance plan on how it intends to meet the goals during the development, design and construction of the Project. Additional creative efforts to expand inclusion of other eligible firms and workers shall be encouraged.

3.4. Performance Security, Insurance and Indemnity

City anticipates that the PPA will require Developer and/or its lead contractor (i.e., Developer's team member with primary responsibility for construction of the Project; and if the lead contractor is a joint venture or other multi-party entity, then all members of such entity) to provide both payment and performance security and insurance coverage in connection with the construction work, and to indemnify, defend and hold the City and related entities and persons harmless against third party and other claims as specified in the PPA. Specific requirements for the performance security (including the acceptable form and amounts thereof), insurance and indemnification will be set forth in the RFRP and the PPA. City does not have the authority to provide a general indemnification to Developer.

3.5. Source of Funding Availability Payments

City appropriates revenues collected or distributed to it to individual city and county agencies through its annual budget and appropriations process. The City-County budget operates on a calendar year basis. Individual city and county agencies work with the City Controller to identify budgetary needs and establish annual budget requests, beginning in approximately June of every calendar year. Once identified, proposed budgets are compiled by the City Controller and submitted to the City-County Council (Council) by the Mayor. The Council reviews the proposed appropriations for the preceding year in approximately August to ensure passage by November of the current year. While the Council has the ability to set an annual budget and amend appropriations throughout the year, the Mayor maintains the right to veto budget items once the budget has been passed by the Council and any changes to the annual budget throughout the year. The City Controller must review and approve any amendments to the annual budget before submission to the Council for action.

Upon completion of the Project, City revenues that are currently appropriated for facility rent and operating expenses for the Sheriff, Superior and Circuit Courts, Prosecutor, and Public Defender will be reallocated towards funding the availability payments. Similarly, current appropriations directed towards contractual obligations (e.g., food, medical, and laundry contracts) in excess of those contractual obligations in the Project will be reallocated towards availability payments. Where appropriate, savings in the reduction in personnel costs and other operating expenses realized in the Project will be reallocated towards the availability payment.

The specific method by which funds will be consolidated and appropriated towards an availability payment will be dependent upon the specific facility and operational model identified by Developer. City does not anticipate incurring additional municipal debt to support the development of the Project.

4. DESCRIPTION OF PROCUREMENT PROCESS

4.1. Statutory Authority

City is issuing this RFPQ in accordance with the provisions of the Statute and other applicable provisions of law.

4.2. Overall Process

Pursuant to the Statute, the City is authorized to solicit requests for proposals, to conduct discussions with Offerors to clarify their proposals, to have eligible Offerors revise their proposals and to negotiate best and final offers with responsible Offerors who submit proposals that the City determines to be reasonably susceptible of being selected for award of the PPA. City will evaluate the PSOQs it receives in response to this RFPQ and will select, according to criteria generally outlined herein, the Short-Listed Offerors eligible to respond to the RFRP.

Following the selection of Short-Listed Offerors, City anticipates releasing a draft RFRP for review and comment by the Short-Listed Offerors, including a scope of work. City will schedule one or more one-on-one or group meetings to discuss issues and comments identified by the Short-Listed Offerors. Specific details concerning the draft RFRP process will be made available to the Short-Listed Offerors following the announcement of the short-list.

The draft RFRP process will include disclosure of materials and communications with City that are confidential in nature and Short-Listed Offerors will be required to execute a confidentiality agreement, the form of which will be provided following short-listing.

After consideration of industry input, City intends to issue a final RFRP to the Short-Listed Offerors. Additional one-on-one meetings are currently contemplated after such issuance. Questions that arise after the issuance of the final RFRP may be addressed in the form of addenda.

Following receipt and evaluation of Revised Proposals, City may select a Short-Listed Offeror ("Preferred Offeror"), based on the evaluation criteria set forth in this Part A, Section 6.7, as such criteria may be further refined or described in the RFRP, to negotiate and finalize the PPA for award and execution. City currently contemplates that a best value evaluation process will be utilized to evaluate Revised Proposals.

The RFRP shall set forth City's rights and remedies if City is unable to finalize the terms and conditions of the PPA with the Preferred Offeror, the Preferred Offeror elects not to execute the PPA or any other condition to execution of the PPA with the Preferred Offeror is not satisfied, which may include, without limitation, that City may select the

next highest rated Short-Listed Offeror(s) in succession to finalize the PPA for award and execution. Alternatively, City may, at any time, terminate the procurement. City further reserves any and all rights set forth in the Statute and any other applicable statutes and procedures.

4.3. Payment for Work Product

City will offer to pay a stipend for work product in the amount of \$750,000 to each unsuccessful Short-Listed Offeror that submits a responsive and timely Revised Proposal in exchange for ownership of the Revised Proposal's work product and the ideas within.

Payment of such stipend shall be provided in return for the transfer and assignment to City of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Short-Listed Offeror's Revised Proposal, and City reserves the right to use such property, ideas, techniques and approaches in connection with a PPA awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Short-Listed Offeror. Short-Listed Offerors eligible for the stipend will have the option to forego the stipend and retain such intellectual property rights. Additional details about the stipend, and specific provisions regarding payment of the stipulated amount, will be included in the RFRP.

No other payment shall be made in connection with this RFPQ, and no payment will be made to Offerors that are not short-listed, that fail to submit responsive Revised Proposals by the Revised Proposal Due Date or that are disqualified from the process prior to award.

4.4. Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing, and response, Offerors must submit all questions and requests for clarification in writing to the RFPQ Procurement Contact by the deadlines listed in this Part A, Section 1.9 at the following address:

City of Indianapolis
[c/o KPMG](#)
[111 Monument Circle](#)
[Suite 1500](#)
[Enterprise Development](#)
Indianapolis, Indiana 46204
Attention: David Rosenberg
Telephone: (317) 327-3601
Fax: (317) 327-3980
E-mail: cjf@indy.gov

Offerors are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project.

Questions and comments, including requests for clarification or interpretation, shall: (i) be sequentially numbered; (ii) specifically reference the relevant RFPQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify Offeror's identity in the body of the question and (iv) conspicuously identify whether Offeror views its question or comment as confidential in nature.

City will provide responses to Offeror clarification requests within a reasonable time following receipt, subject to the deadlines set forth in this Part A, Section 1.9. City will post responses to those questions of general application and requests for clarifications which City deems to be material and not adequately addressed in previously provided documents on the following website: See <http://www.indy.gov/eGov/City/OFM/Purch/Bids/Pages/BiddingOpportunities.aspx> (the "Website").

No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the RFPQ Procurement Contact will be considered. Questions from a Offeror should be submitted only by a single representative of that Offeror, and must include the requestor's name, address, telephone number and e-mail address, and the Offeror that he/she represents.

The questions and City's responses will be in writing and will be posted to all Offerors, except that City intends to respond individually to those questions identified by a Offeror and deemed by City as containing confidential information relating to Offeror's PSOQ. City reserves the right to disagree with Offeror's assessment regarding confidentiality nature of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, City will inform Offerors and may allow Offeror to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if City determines that it is appropriate to provide a general response, City will modify the question to remove information that City determines is confidential. City may rephrase questions as it deems appropriate and may consolidate similar questions. City may also create and answer questions independent of the Offerors' questions. City contemplates issuing multiple sets of responses at different times during the procurement process.

City reserves the right to revise this RFPQ by issuing addenda to this RFPQ at any time before the PSOQ Due Date and will post any addenda on the Website. In issuing an addendum shortly before the PSOQ Due Date, City will consider whether an extension of the PSOQ Due Date is warranted. Any addenda will be posted on the Website.

Offerors should monitor the Website for information concerning this procurement and will be required to acknowledge in their transmittal letter (Part C, **Form A**) that they had access to all relevant materials posted thereon.

4.5. Project Documents

City has assembled certain documents and information relating to the Project (the “Project Documents”) which are available to Offerors. The Project Documents may be accessed at the Website. It is anticipated that additional Project Documents will be made available to Short-Listed Offerors. Except as otherwise specifically provided, neither Project Sponsor makes any representation or warranty as to the completeness of the list of available documents on the websites or the accuracy, utility, completeness or relevance of any document contained thereon. Except as otherwise specifically provided in the RFRP and PPA, Offerors shall not be entitled to rely on such documents and shall use or elect not to use them at their sole risk.

5. PSOQ CONTENT AND SUBMITTAL REQUIREMENTS

5.1. General

City expects PSOQs submitted in response to this RFPQ to provide enough information about the requested items so as to allow City to evaluate Offerors based on the criteria set forth herein.

Subject to Part B, Volume 2, Section A, subsection b, PSOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations.

5.2. Format

Each responding Offeror shall submit one original and 15 copies (for a total of 16) of Volumes 1 and 3 of its PSOQ, and one original and 8 copies (for a total of 9) of Volume 2 of its PSOQ, for submission in (i) three loose-leaf three ring binders, contained, collectively, in one or more durable, sealed containers (with respect to the original PSOQ and 8 copies consisting of three volumes) and (ii) two loose-leaf three ring binders, contained, collectively, in one or more durable, sealed containers (with respect to Volumes 1 and 3, for copy numbers 9 to 15). The original and 1 copy of Volume 2 shall contain original financial statement information for entities for which audited financial statements are prepared in a language other than English, but copy numbers 2 to 8 need only contain the English language translation of such audited financial statements. Each volume of the original must be clearly marked "Original" on its face and spine. Each copy shall be numbered 1 through 15 (for Volumes 1 and 3) and 1 through 8 (for Volume 2), as applicable, on its face and spine (and the copies containing financial information shall be specifically marked "Financial Information"). Each volume shall have the Offeror's name and volume number clearly marked "on the face and spine.

If applicable (see Volume 2, Section A, subsection d), the original and Copy 1 of Volume 2 shall each contain the original, audited financial statements prepared in a language other than English together with their English language translations. Copies 2 through 8 of Volume 2 shall contain only the English language translations.

In addition to the hard copy PSOQ submittal, each responding Offeror shall submit an electronic copy (in CDs/DVDs or USB flash drive) of the PSOQ in searchable and printable Portable Document Format (.pdf) (except that original executed letters need not be searchable). The ".pdf" submissions must be organized to correspond to the "tab" requirements set forth in this Part A, Section 5.3 below. Offeror may elect to "index" the ".pdf" submission or provide a series of discrete ".pdf" files, named so as to correspond to the "tab" requirements in this Part A, Section 6.3 set forth below.

Offeror's "flash drive" or CDROM, or other physical conveyance of its electronic submission must be appended to Offeror's "Original" – Volume 1

Submittals must be prepared on 8-1/2" x 11" sized white paper, except as noted below. Double-sided printing is requested. Each printed side shall be considered one page.

11" x 17" pages are allowed (and shall be included in the page count if contained in Volume 1) for **Form E, Form F, Form G**, schematics, organizational charts, other drawings or schedules, but not for narrative text. Printed lines may be single-spaced. Volume 1 (as described in Part B) shall have all pages sequentially numbered and not exceed 60 pages. The following do not count toward the page limit and need not be sequentially numbered:

- **Form A** and any letters required to be appended to **Form A**;
- **Form B**;
- the Executive Summary;
- the Confidential Contents Index;
- a table of contents;
- the disclosures provided in response to Part B, Volume 1, Sections 1.10.1, 1.10.2, 1.10.3 and 1.11 (each of which should be provided in an appendix to Volume 1); and
- teaming agreements and summaries of teaming agreement key terms.

The font size in Volume 1 shall be no smaller than twelve-point, provided the font in organizational charts, graphics and tables in Volume 1 (including **Form E, Form F and Form G**) may be ten-point so long as the organizational charts, graphics and tables are legible.

Sequential numbering shall also be required in Volume 3, but not in Volume 2. Except for resume page limits, Volumes 2 and 3 (as described in Part B) do not have page limitations or type font size requirements.

Standard corporate brochures, awards, licenses and marketing materials shall not be included in a PSOQ.

5.3. Contents and Organization

Offerors must organize their PSOQ in the order set forth in Part B. If a 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. Additional material is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Offerors “tab” the contents of their PSOQ to correspond to the volume, section, and subsection order and numbering system shown in Exhibit A.

5.4. PSOQ Submittal Requirements

All packages constituting the PSOQ shall be individually and clearly labeled with the name of Offeror and additionally labeled as follows:

Request for Proposals and Qualifications
Response to the Request for Proposals and Qualifications to
Design, Build, Finance, Operate and Maintain
the Consolidated Justice Facility Project
through a Public-Private Partnership Agreement

PSOQs shall be delivered by hand or express mail courier to the City “RFPQ Procurement Contact” identified below.

City of Indianapolis
c/o KPMG
111 Monument Circle
Suite 1500 Enterprise Development
Indianapolis, Indiana 46204
Attention: David Rosenberg
Telephone: (317) 327-3601
Fax: (317) 327-3980
E-mail: cjf@indy.gov

City will not accept facsimile or e-mail submission of PSOQs.

Acknowledgment of receipt of PSOQs will be evidenced by the issuance of a receipt by the RFPQ Procurement Contact or her designee.

PSOQs must be submitted by 3:00 p.m. prevailing Eastern Time on the PSOQ Due Date specified in this Part A, Section 1.9. Time is of the essence and any PSOQs received after that date and time will be rejected and returned unopened. PSOQs will be accepted by City during normal business hours up to the PSOQ Due Date and time specified.

Offerors are solely responsible for assuring that City receives their PSOQs by the specified delivery date and time at the address listed above. City shall not be responsible for any delays in delivery beyond the control of City, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

6. EVALUATION PROCESS AND CRITERIA

6.1. Responsiveness

Each PSOQ will be reviewed for (a) the responsiveness of the Offeror to the requirements set forth in this RFPQ, (b) conformance to the RFPQ instructions regarding organization and format, and (c) minor nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the PSOQ. Those PSOQs not responsive to this RFPQ may be excluded from further consideration and the Offeror will be notified. City may also exclude from consideration any Offeror whose PSOQ contains a material misrepresentation.

6.2. Pass/Fail Review

Following or in conjunction with evaluation of each PSOQ for responsiveness, City will evaluate each PSOQ based upon the following pass/fail criteria. A Offeror must obtain a “pass” on all pass/fail items in order for its PSOQ to be evaluated qualitatively under Part A, Section 6.3.

(a) The PSOQ contains an original executed transmittal letter as required in Part B, Volume 1, General.

(b) Offeror or lead contractor is capable of obtaining (i) a payment bond or bonds in the aggregate amount of \$100 million from an Eligible Surety, and (ii) either (A) a performance bond or bonds in the aggregate amount of \$100 million from an Eligible Surety or (B) a letter or letters of credit in the aggregate amount of \$100 million from a bank or financial institution having long-term, unsecured debt ratings of not less than “A-/A3” from one of the nationally-recognized rating agencies below (such bank or financial institution an “Eligible Financial Institution”). As used herein, an “Eligible Surety” is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at www.fms.treas.gov/c570/c570.html), rated “A” or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s Ratings Group) or rated least A-, X or higher according to A.M. Best’s Financial Strength Rating and Financial Size.

(c) Neither Offeror nor any other entity that has submitted **Form D** as required by this RFPQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government, any state government or any municipal government.

(d) Offeror, Equity Members and the lead contractor (and if the lead contractor is a joint venture, consortium, partnership or other multi-party entity, then all

members of the lead contractor in the aggregate) have the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Volume 2 and Volume 3, Section B of the PSOQ. An “Equity Member” means (i) each entity with a direct equity interest in Offeror (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in Offeror. The evaluation will take into account the following considerations both currently as well as over the last three years, as appropriate:

- Profitability
- Capital structure
- Ability to service existing debt
- Ability to invest equity
- Other commitments and contingencies

(e) Offeror team has the development, design, construction, operations, and maintenance capabilities and capacity to carry out the Project responsibilities potentially allocated to it in the PPA.

(f) The information disclosed in **Form D** and/or in response to Part B, Volume 1, Section 1.10 does not, in City’s determination, materially adversely affect Offeror’s ability to carry out the Project responsibilities potentially allocated to it in the PPA.

(g) Offeror makes the express, written commitments as required in Part B, Volume 3, Section [CB](#).

6.3. Qualifications Evaluation Criteria and Weighting

Each responsive PSOQ passing all of the “pass/fail” requirements set forth above will be evaluated and scored according to the criteria set forth below. The order in which the evaluation criteria appear within each category (i.e., Offeror structure and experience and approach to project) is not an indication of weighting or importance.

6.3.1. Offeror Structure and Experience (80 Points Maximum)

The structure of Offeror team and the background and experience of Offeror, individual team members, and key personnel with developing, designing, constructing, financing, operating and maintaining comparable projects, and their specific experience with

availability payment concessions will be evaluated in accordance with the following criteria:

(a) The extent and depth of the experience of Offeror and its individual team members with comparable projects (e.g., comparable scope and complexity), project delivery methods, and responsibilities as are anticipated to be within Developer's scope of work;

(b) The stability, strength and likelihood of success of the Offeror's proposed management structure and team;

(c) The extent and depth of experience of the management team and key personnel listed as required by Part B, Volume 3, Section BC with comparable projects, project delivery methods and personnel roles as are anticipated to be within Developer's scope of work; and

(d) The extent, depth and success of Offeror, its individual team members, the management team and key personnel listed as required in Part B, Volume 3, Section BC in working together.

Project information and personnel references, as well as the information provided in response to Part B, Volume 1, Sections 1.10, 1.10.1, 1.10.2 and 1.10.3 and Part B, Volume 3, Section A, will be used, as deemed appropriate by City, to assist in the evaluation of Offeror structure and experience category.

6.3.2. Approach to Project (20 Points Maximum)

Offeror's approach to the Project (as referenced in Part B, Volume 1, Section 2) will be evaluated in accordance with the following criteria:

- (a) The extent to which the approach to delivery of the Project demonstrates:
- An understanding of and a sound approach to activities to be undertaken with respect to the development, design, and construction of the Project;
 - An understanding of the Project-specific risks and potential solutions (regardless of risk ownership) that may arise during the development, design, and construction of the Project; and
 - The ability to provide sufficient (i) levels of qualified labor and personnel, including, as appropriate, local labor, firms and personnel, (ii) materials and (iii) equipment to undertake Developer's anticipated obligations under the PPA in a manner which will provide for timely completion of the

development, design and construction of the Project and to avoid delays or interruptions to such work.

(b) The extent to which Offeror demonstrates an understanding of and sound approach to the operations, maintenance, and total life cycle costing of the Project, including Project-specific risks associated with operations, maintenance, and total life cycle costing;

(c) The extent to which Offeror demonstrates a focus and commitment to quality and efficient and effective oversight;

(d) The extent to which Offeror discusses and addresses a reasonable approach to financing projects of a scope and nature similar to the Project, including Project-specific risks associated with financing of the Project; and

(e) The efficiency and effectiveness of Offeror's general approach to integrating the City and key stakeholders into project development and in structuring the roles and relationships of City/Offeror/third parties.

6.4. PSOQ Evaluation Procedure

City anticipates utilizing one or more committees to review and evaluate the PSOQs in accordance with the above criteria. At various times during the deliberations, City may request additional information or clarification from Offeror or may request Offeror to verify or certify certain aspects of its PSOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the discretion of City. City may also schedule interviews with one or more Offerors on a one-on-one basis, for the purpose of enhancing City's understanding of the PSOQs and obtaining clarifications of the materials contained in the PSOQs. City may contact firm and personnel references supplied by Offeror as well as other potential references not listed, including internal personnel of the City.

At the conclusion of this evaluation process, Offerors may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the PSOQs will be re-evaluated to include the clarifications and additional information.

Evaluations of PSOQs are subject to the sole discretion of City and its staff, with assistance from such professional and other advisors as City may designate. City will make the final determinations of the Short-Listed Offerors, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the City.

Each Offeror will be notified in writing via e-mail and a hard copy letter whether or not it has been selected for the short-list.

6.5. Changes in the Approach to the Project

City understands that as Offerors and City continue their individual and collective efforts to analyze and develop optimal development, design, construction, operations, maintenance and financing plans for the Project, it is likely that the approaches to such elements of the scope of work will change and evolve. City wishes to encourage that evolution and continued focus by Offerors on the best facilities solutions for the Project. Accordingly, it is City's intention to use the approach to the Project only for purposes of evaluating the PSOQs. Offerors may modify, alter and enhance their respective approaches to financing, development, design, construction, operations and maintenance in conjunction with their Revised Proposals, subject to compliance with the requirements of the RFRP. Offerors may not, however, change their approach to the Project in a way that renders the PSOQ a misrepresentation of Offeror's intentions and capabilities.

6.6. Changes in Offeror Organization

Subject to the limitations herein, City may permit Short-Listed Offerors to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders Offeror team, in City's sole determination, less qualified to develop the Project. Notwithstanding the foregoing, following submittal of the PSOQs, the following actions may not be undertaken without City's prior written consent:

- (a) Deletion, substitution or change in composition of a Short-Listed Offeror team member identified in its PSOQ or a change in the role or scope of work of a team member;
- (b) Deletion or substitution of personnel identified in [Part B, Volume 3, Section BC](#) of its PSOQ or a change in the role or position of such personnel;
- (c) Deletion or substitution of an Equity Member of a Short-Listed Offeror, a guarantor of an Equity Member or Short-Listed Offeror or any other Financially Responsible Party; and
- (d) Other changes, direct or indirect in the equity ownership of a Short-Listed Offeror (excluding changes resulting from public trading of stock).

6.7. RFRP Procedure and Evaluation

Short-Listed Offerors are advised that the evaluation criteria for the evaluation of the Revised Proposals will include the following:

- (a) The annual availability payment proposed by the Shortlisted Offeror;
- (b) Financial feasibility and commitment of the Shortlisted Offeror's financial proposal;
- (c) The Shortlisted Offeror's preliminary project management plan and approach;
- (d) The Shortlisted Offeror's preliminary design-build plan and approach; and
- (e) The Shortlisted Offeror's preliminary operations and maintenance plan and approach.

The evaluation criteria described in clause (a) shall have the greatest relative weight over all other evaluation factors.

Further details relating to the above evaluation criteria will be described in the RFRP

In addition, the scores and evaluation of the PSOQs shall not carry over or be used in any way in the evaluation of the Revised Proposals.

7. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFPQ through the execution of the PPA. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by City in connection with the RFRP process and in the RFRP. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), text, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Offeror.

The specific rules of contact are as follows:

(A) After submittal of PSOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFRP or either team's Revised Proposal; provided, however, that subcontractors that are shared between two or more Offeror teams (subject to the restrictions set forth in this Part A, Section 7.4.2) may communicate with their respective team members so long as those Offerors establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during City sponsored informational meetings);

(B) City shall be the sole contact for purposes of this procurement, the RFPQ and the RFRP. Offerors shall correspond with City regarding the RFPQ and RFRP only through designated representatives (which initially shall be the RFPQ Procurement Contact identified in this Part A, Section 4.4);

(C) Commencing with the issuance of this RFPQ and continuing until the earliest of (i) award and execution of the PPA, (ii) rejection of all Revised Proposals by City or (iii) cancellation of the procurement, no Offeror or representative thereof shall have any *ex parte* communications regarding the RFPQ, RFRP, the PPA or the procurement described herein with:

- of the Mayor;
- The Council; and

- Any member of the Mayor's or City's staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 8.3),

except for communications expressly permitted by the RFPQ or RFRP or except as approved in writing in advance by City's Corporation Counsel, in his/her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFPQ, RFRP, the PPA or the procurement or limit participation in public meetings or any public or Offeror workshop related to this RFPQ or the RFRP. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of City;

(D) Offerors shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants and advisors of the entities listed below. City will provide any necessary coordination during the RFPQ stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:

- Marion County Sheriff,
- Marion Superior Court Judges,
- Marion Circuit Court Judges,
- Marion County Prosecutor,
- Marion County Public Defender,
- Marion County Probation Department,
- Marion County Community Corrections;
- Environmental, regulatory and permitting agencies; and
- Utilities

Information requests concerning these entities shall be sent to the RFPQ Procurement Contact;

(E) Any communications determined to be prohibited or improper, at the sole discretion of City, may result in disqualification;

(F) Any official information regarding the Project will be disseminated from City's office on agency letterhead. Any official correspondence will be in writing and signed by either the RFPQ Procurement Contact;

(G) City will not be responsible for and Offerors may not rely on any oral or written exchange or any other information or exchange that occurs outside the official process specified herein; and

7.2. Public Records Act

Once submitted, the PSOQs shall become the property of City, may not be returned to Offerors and are subject to Indiana Public Records Act, Indiana Code 5-14-3 and relevant provisions of Indiana Code 23-5 (collectively, the "Public Records Act"). Offerors are encouraged to familiarize themselves with the Public Records Act. In the event Offeror submits any documents which Offeror believes is to contain information that is not subject to disclosure pursuant to the Public Records Act, it must (i) conspicuously mark each document "CONFIDENTIAL" in the header or footer of each such page affected; and (ii) clearly identify which portion(s) of such page(s) are confidential. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for City to treat the entire PSOQ as public information.

City will not advise a Offeror as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on City by the Public Records Act or other applicable law. City reserves the right to disagree with Offeror's assessment regarding the confidential nature of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

In the event of any proceeding or litigation concerning the confidentiality of any material submitted by a Offeror, City will abide by any order or directive of a court or such other authority having jurisdiction with respect thereto, and the Offeror will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that City reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by City in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Offeror objecting to disclosure. Each Offeror shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall City, or any of its agents, representatives, consultants, directors, officers or employees be liable to a Offeror or Offeror team member for the disclosure of all or a portion of a PSOQ submitted under this RFPQ.

7.3. Organizational Conflicts of Interest

It is City's policy that any person under contract, or previously under contract, with City to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Offeror or Developer team. Exceptions to this policy may be granted by City, upon written request from such person, if it is determined that the person's involvement is in the best interest of the public and does not constitute an unfair advantage. Offeror teams seeking such exception shall submit such written request as soon as possible because City shall not extend the PSOQ Due Date or be responsible for any inability or failure to respond prior to the PSOQ Due Date to any such request.

Offeror shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Offeror shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Offeror is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- KPMG LLP
- Bingham Greenebaum Doll LLP
- Nossaman LLP
- Hellmuth, Obata & Kassabaum, Inc.;
- Ross and Baruzzini;
- Wight and Company;
- Camacho and Associates;
- American Structurepoint;

- Bose Public Affairs Group
- Bose McKinney & Evans LLP
- The Hogan Group, Inc.
- John Klipsch Consulting LLC
- “Affiliates” of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other Financially Responsible Parties for the entity)

Such persons and entities are also prohibited from participating on a Offeror team as an Equity Member, Major Non-Equity Member, contractor, subcontractor, consultant or subconsultant.

By submitting its PSOQ, each Offeror agrees that, if an organizational conflict of interest is thereafter discovered, Offeror must make an immediate and full written disclosure to City that includes a description of the action that Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Offeror knew, or should have known about, but failed to disclose is determined to exist during the procurement process, City may, at its discretion, disqualify Offeror. If an organizational conflict of interest that Offeror knew, or should have known about, but failed to disclose exists and Offeror has entered into a PPA as Developer, City may, at its sole discretion, terminate the PPA. In either case, City reserves all legal rights and remedies.

Offerors are also advised that City’s guidelines in this RFPQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply to Offeror teams and teaming and may preclude certain firms and their entities from participating on an Offeror team.

7.4. Limitations on Offeror Team Membership

7.4.1. Prequalification and Licensing Requirements

Offeror will not be required to be prequalified by City. However, Developer must be qualified to do business in the State of Indiana and the lead contractor and lead architect/engineer shall be properly licensed in accordance with the laws of the State of Indiana at the time of the award. No Revised Proposal will be invalidated by City if any of Offeror, lead contractor or lead architect/engineer has not obtained the appropriate licenses in the State at the time Offeror submits its Revised Proposal.

In addition, other members of a Offeror team that will be undertaking work that requires an Indiana license must be prequalified and licensed prior to performing the applicable work assigned to such member. Prequalification and licensing requirements with respect to the submission of Revised Proposals will be set forth in the RFRP.

7.4.2. Participation on More Than One Offeror Team

To ensure a fair and competitive procurement process, Equity Members, Major Non-Equity Members (see definition in Part B, Volume 1, Section 1) and legal and financial advisors of Offeror teams are forbidden from participating, in any capacity, on another Offeror team during the course of the procurement. The foregoing prohibition does not apply to any non-Equity Member of a Offeror team that is not a Major Non-Equity Member. If a Offeror is not short-listed as part of the RFPQ evaluation process, the members of the unsuccessful Offeror team (including Equity Members and Major Non-Equity Members) are thereafter free to participate on Short-Listed Offeror teams, subject to the requirements of this Part A, Sections 6.6 and 7.3. Any Offeror that fails to comply with the prohibition contained in this Part A, Section 7.4 may be disqualified from further participation as a Offeror for the Project.

8. PROTEST PROCEDURES; DEBRIEFINGS

8.1. Applicability.

This Part A, Section 8 sets forth the exclusive protest remedies available with respect to this RFPQ. These provisions prescribe the exclusive procedures for protests regarding:

- (a) allegations that the terms of the RFPQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed City's authority;
- (b) a determination as to whether an PSOQ is responsive to the requirements of the RFPQ or as to whether an PSOQ passes the pass/fail criteria set forth in this RFPQ; and
- (c) short-listing determinations.

8.2. Required Early Communication for Certain Protests.

Protests concerning the issues described in this Part A, Section 8.1(a) may be filed only after Offeror has informally discussed the nature and basis of the protest with City, following the procedures prescribed in this Part A, Section 8.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in this Part A, Section 4.5. The written request shall include an agenda for the proposed one-on-one meeting. City will meet with Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, City may, in its sole discretion, make appropriate revisions to the RFPQ documents by issuing addenda.

8.3. Deadlines for Protests.

- (a) Protests concerning the issues described in Part A, Section 8.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the PSOQ Due Date, unless the protest relates to an addendum to the RFPQ, in which case the protest must be filed no later than 5 business days after the addendum is issued.
- (b) Protests concerning the issues described in this Part A, Section 8.1(b) must be filed no later than 5 business days after receipt of the notification of non-responsiveness or that a PSOQ has failed any of the pass/fail criteria set forth in this RFPQ.
- (c) Protests concerning the issues described in this Part A, Section 8.1(c) must be filed no later than 10 calendar days after the earliest of the notification of the short-list and the public announcement of the short-list.

8.4. Content of Protest.

Protests shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protestor and the RFPQ or contract number. Statements shall be sworn and submitted under penalty of perjury.

8.5. Filing of Protest.

Protests shall be filed by hand delivery on or before the applicable deadline to City's Office of Corporation Counsel at 200 East Washington Street, Suite 1601, Indianapolis, Indiana 46204, Attention: Andrew Seiwert, Esq. with a copy to Bingham, Greenebaum & Doll LLP, 2700 Market Tower | 10 West Market Street, Indianapolis, Indiana 46204; Attention: Hans Steck, Esq., as soon as the basis for protest is known to Offeror. For any protests filed after the PSOQ Due Date, Offeror filing the protest shall concurrently send a copy of the protest with the other Offerors whose addresses may be obtained by contacting the RFPQ Procurement Contact.

8.6. Comments from Other Offerors.

Other Offerors may file statements in support of or in opposition to the protest within 7 calendar days of the filing of the protest. City will promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

8.7. Burden of Proof.

The protestant shall have the burden of proving its protest by clear and convincing evidence. City may, in its sole discretion, discuss the protest with the protestant and other Offerors. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

8.8. Decision on the Protest.

City's Controller or his/her designee shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, City may, in its sole discretion, make appropriate revisions to this RFPQ by issuing an addendum.

The written decision of City's Controller or his/her designee shall be final and non-appealable.

8.9. Protestant's Payment of Costs.

If a protest is denied, Offeror filing the protest shall be liable for City's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by City as a consequence of the protest.

8.10. Rights and Obligations of Offerors.

Each Offeror, by submitting its PSOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 8, and expressly waives all other rights and remedies that may be available to Offeror under law. These provisions are including in this RFPQ expressly in consideration for such waiver and agreement by Offerors. If a Offeror disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold City and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Offeror's actions. Each Offeror, by submitting an PSOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

8.11. Debriefings

All Offerors submitting PSOQs will be notified in writing of the results of the evaluation process. Offerors not short-listed may request a debriefing. Debriefings shall be provided at the earliest feasible time after notification of the Short-Listed Offerors. The debriefing shall be conducted by a procurement official familiar with the rationale for the short-list decision.

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Offeror's PSOQ and may not include specific discussion of a competing PSOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Offeror's PSOQ; and
- (c) Provide information on areas in which the unsuccessful Offeror's PSOQ had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

9. CITY RESERVED RIGHTS

In connection with this procurement, City reserves to itself all rights (which rights shall be exercisable by City in its sole discretion) available to it under the Statute and applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Modify the procurement process to address applicable law and/or the best interests of City.
- Revise the scope, type, structure and specific terms of this procurement.
- Modify the scope of the Project during the procurement process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If City is unable to negotiate a PPA to its satisfaction with a Preferred Offeror, it may negotiate in succession with the next highest rated Offeror(s), terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Statute and other provisions of State law, as it deems appropriate.
- Cancel this RFPQ or the subsequent RFRP in whole or in part at any time prior to the execution by City of a PPA, without incurring any cost obligations or liabilities, except as otherwise provided in this Part A, Section 4.3 of this RFPQ.
- Issue a new RFPQ after withdrawal of this RFPQ or a subsequent RFRP.
- Not short-list any Offeror responding to this RFPQ.
- Not issue an RFRP.
- Reject any and all submittals, responses and PSOQs received at any time.
- Modify all dates set or projected in this RFPQ.
- Terminate evaluations of responses received at any time.
- Suspend and terminate PPA negotiations at any time, elect not to commence PPA negotiations with any Short-Listed Offeror, and engage in negotiations with other than the highest ranked Short-Listed Offeror.
- Issue addenda, supplements and modifications to this RFPQ.

- Appoint evaluation committees to review PSOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in PSOQ evaluation.
- Require confirmation of information furnished by a Offeror, require additional information from a Offeror concerning its PSOQ and require additional evidence of qualifications to perform the work described in this RFPQ, regardless of whether the information or evidence was explicitly required by the RFPQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFPQ.
- Add or delete Offeror responsibilities from the information contained in this RFPQ or any subsequent RFRP.
- Negotiate with a Short-Listed Offeror without being bound by any provision in its Revised Proposal.
- Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a PSOQ, accept and review a non-conforming PSOQ or permit clarifications or supplements to a PSOQ.
- Disqualify any Offeror that changes its submittal after the PSOQ Due Date without City approval.
- Disqualify any Offeror under this RFPQ, the RFRP or during the period between the RFPQ or RFRP for violating any rules or requirements of the procurement set forth in this RFPQ, the RFRP or in any other communication from City.
- Not issue any notice to proceed after execution of the PPA.
- Develop some or all of the Project itself.
- Exercise any other right reserved or afforded to City under this RFPQ or applicable laws and regulations.

This RFPQ does not commit or bind City to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this Part A, Section 4.3, City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFPQ, or any subsequent RFRP. All of such costs shall be borne solely by each Offeror.

PART B

Statement of Qualifications

Offerors are required to assemble their PSOQ in the order prescribed and following the outline contained in this Part. Italics indicate explanations or instructions to Offeror as opposed to a request for information. For the convenience of Offerors, an outline of the submittal requirements is set forth in Exhibit A.

VOLUME 1

Volume 1 of the PSOQ shall contain the following:

General

(a) **Form A** (transmittal letter). A duly authorized official of Offeror or lead firm must execute the transmittal letter in blue ink. For Offerors that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each Equity Member, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the PSOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in Offeror team.

(b) **Executive Summary:** An Executive Summary, not exceeding 8 pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Offeror's PSOQ and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall address why Offeror wants to become Developer.

(c) **Confidential Contents Index:** A page executed by Offeror that sets forth the specific items (and the section and page numbers within the PSOQ at which such items are located) that Offeror deems confidential information protected by the Public Records Act; provided, however, that if there are no page numbers for the specific item (and page numbers are not required pursuant to this RFPQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for City to treat the entire PSOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to City as to the confidential nature of a Offeror's PSOQ, but in no event

shall such list be binding on City, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Statute or City's responsibilities thereunder.

1. Offeror Structure and Experience

Offerors shall provide the following information relevant to qualifications of Offeror, its Equity Members, the lead or managing entity member of Offeror team, all Major Non-Equity Members and any other team members that Offeror wishes to identify in its PSOQ. The term "Major Non-Equity Members" shall mean the following team members, if such team members do not hold an equity interest in Offeror: (i) the lead architect/engineering firm (if a consortium, partnership or any other form of a joint venture, all such members); (ii) the lead contractor (if a consortium, partnership or any other form of a joint venture, all such members); and (iii) the lead firm responsible for facilities operations and maintenance (if a consortium, partnership or any other form of a joint venture, all such members). Offeror must identify all Major Non-Equity Members as defined above.

1.1. Offeror

Identify the legal name of Offeror. If the name is a "doing business as" (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Offeror and the state of its organization. If Offeror is a consortium, partnership or any other form of a joint venture, the PSOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the PSOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

1.2. Equity Members

For each Equity Member of Offeror, identify the entity's role, planned equity ownership percentage and the entity's legal nature and state of organization.

1.3. Major Non-Equity Members and Other Identified Non-Equity Members

Identify all Major Non-Equity Members and any other team members that Offeror wishes to identify (e.g., legal advisors) in its PSOQ at this time ("Other Identified Non-Equity Member"). For each Major Non-Equity Member and Other Identified Non-Equity Member of Offeror, identify the entity's role and the entity's legal nature and state of organization. If any of the lead contractor or lead architectural/engineering firm is a

consortium, partnership or any other form of joint venture, the PSOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the PSOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Offerors shall not include more than one lead contractor or lead architectural/engineering firm (provided that the foregoing does not preclude the lead contractor or lead architect/engineer from being a consortium, partnership or any other form of joint venture as otherwise contemplated in the RFPQ). If the lead contractor or lead architectural/engineering firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis.

1.4. Management Structure

Describe Offeror's management structure, including its teaming arrangements, allocation of roles and responsibilities within Offeror team and how Offeror will institutionally operate. Describe how Offeror's management structure will facilitate completion of all work required for the Project. Describe the prior experience (if any) of Offeror, Equity Members and Major Non-Equity Members working together within a consortium, partnership or any other form of joint venture.

1.5. Form B and Organizational Charts

Provide **Form B** (which may be attached as an appendix to Volume 1). Provide an organizational chart which sets forth Offeror structure, teaming arrangements and reporting requirements. A separate organizational chart covering key personnel shall also be provided.

1.6. Team Structure

Describe how Offeror team is structured and why it has been so structured. Explain how that structure will assure success for the Project and to City and result in the formation of a good long-term partner to City.

1.7. Relevant Experience

Describe relevant experience held by Offeror, Equity Members of Offeror (for entities that invest equity through one or more funds or vehicles under common or similar management or ownership, the experience of all such funds and vehicles may be included) and Major Non-Equity Members, as applicable, with:

- i. Design and construction of courthouses, detention facilities, combined court/detention facilities (in particular those with a construction value of

\$100 million or more) and other government-sponsored or owned social infrastructure projects (, in particular those with a construction value of \$200 million or more).

- ii. Operation and maintenance of courthouses, detention facilities, combined court/detention facilities and other government-sponsored or owned social infrastructure projects delivered under a public-private partnership.
- iii. Public-private partnership, comprehensive development and exclusive development agreements for courthouses, detention facilities, combined court/detention facilities and other government-sponsored or owned social infrastructure projects to which such entity has been party with a construction value of \$100 million or more.
- iv. Success in financing project finance and public-private partnership projects (both equity and debt) with specific focus on courthouses, detention facilities, combined court/detention facilities and other government-sponsored or owned social infrastructure projects.
- v. As to Offeror and its Equity Members only, participation as an Equity Member in availability payment concessions.
- vi. Success in delivering projects on schedule and within budget and in integration of design/construction/site development/safety.
- vii. In utilizing and providing opportunities for MBE, WBE, VBE and DOBE participation (or participation in programs of a similar nature) and local firms and personnel in connection with the projects and experience provided pursuant to clauses (i)-(vi).

Include up to 12 projects in the aggregate for the entire Offeror team with respect to the above categories of this Part B, Volume 1, Section 1.7 in which the entity played a significant role during the past 8 years (measured from the date of issuance of this RFPQ). For each project, include a project description describing the role of the entity on such project, relevance of the project and the entity's experience to the Project and why that experience will provide value to City should Offeror be awarded the PPA. For projects listed in response to clauses (iv-v) of this Part B, Volume 1, Section 1.7, also provide information on the equity investors (including percentage interests), lenders, equity raised, finance raised and finance structure.

1.8. Project Information-Forms E and F

With respect to each project identified pursuant to this Part B, Volume 1, Section 1.7, provide in **Form E** the project name and contract number, owner's name, address,

contact name and current e-mail address, telephone phone number, dates of work performed (if applicable), project description, project construction value (or financing value if entity's role involved financing), annual operations and maintenance value (if the entity's role involved operations and maintenance), description of work and percentage actually performed by such entity, and project outcome or current status (including identification and a description of an increase in the original contract amount by the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases or time extensions, as applicable).

For design firms, projects or contracts listed that were traditional design-bid-build consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information provided shall be limited only to the consultant/engineering services contract, rather than any ensuing construction or operations and maintenance contract where such entity had limited or no involvement.

For construction firms, for projects or contracts listed using the traditional design-bid-build delivery method, the information provided shall be limited only to the construction contract, rather than any design or operations and maintenance contract where such entity had limited or no involvement.

With respect to each concession contract and public-private partnership project identified pursuant to this Part B, Volume 1, Section 1.7 by Equity Members, where such Equity Member acted in a role as a concessionaire/private partner/Equity Member in connection with such project, provide in **Form F** the company name, project name and location, project size, debt amount and gearing, date of financial close, start dates, percent of works completed by December 31, 2013, level of company's participation and type of concession/payment mechanism. The completed **Form F** shall be in addition to the information provided regarding the projects in **Form E**.

Offerors are requested to verify that all contact information is correct, and are advised that if any contact information provided is not current, City may elect to exclude the experience represented by that project in determining Offeror's qualifications. For any entity identified in the PSOQ for which experience and qualifications have not been provided pursuant to this Part B, Volume 1, Section 1.7, Offeror may, but is not required to, briefly describe their qualifications and experience in performing the role that Offeror proposes to allocate to them. The description need not be lengthy or go into the level of detail sought in this Part B, Volume 1, Section 1.7.

1.9. Key Personnel

List Offeror's key personnel for the Project (which must include those individuals identified in this Part B, Volume 3, Section BG). Describe the relevance of each

individual's experience to the Project and why that experience will provide value to City should Offeror become Developer.

1.10. Legal Information

The following information regarding legal issues affecting Offeror and its team members shall be submitted:

1.10.1. Legal Issues

Identify and explain any significant anticipated federal or state legal issues relating to Offeror, any Equity Members and any Major Non-Equity Members that must be resolved in order to deliver the Project and perform its obligations under a PPA.

1.10.2. Legal Liabilities

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (measured from the date of issuance of this RFPQ) involving (1) public-private partnership projects in North America; (2) government-sponsored or owned social infrastructure projects in North America and (3) those projects listed pursuant to Part B, Section 1.7 in which Offeror, any Equity Member, any Major Non-Equity Member or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

For purposes of this Section 1.10.2 and Section 1.10.3, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Offeror, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Offeror, any Equity Member or any Major Non-Equity Member), and any Financially Responsible Party, that, (a) within the past five years (measured from the date of issuance of this RFPQ) have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed by an entity pursuant to Part B, Section 1.7.

1.10.3. Legal Proceedings

Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute

resolution proceeding occurring during the last five years (measured from the date of issuance of this RFPQ) related to a (1) public-private partnership project in North America; and (2) government-sponsored or owned social infrastructure project in North America involving a claim or dispute between the project owner and Offeror, any Equity Member, any Major Non-Equity Member or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$25 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

Include a similar list and description of all claims or disputes, if any, in connection with the projects included in the response to Part B, Section 1.7 involving an amount in excess of \$100,000, regardless of the contract value. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

With respect to the information solicited in this Part B, Volume 1, Section 1.10.1, 1.10.2 and 1.10.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling City to contact owner representatives may, in the sole discretion of City, lead to a lower evaluation score or a "fail" rating for the team or disqualification from the procurement process.

2. Approach to Project

Offeror shall describe how it approaches the development, design, construction, financing, operations and maintenance of projects of similar scope and nature to the Project, including:

2.1. General Approach the Project

A description of Offeror's conceptual plan to design, construct, finance, operate and maintain the Project, including a discussion of life cycle cost analysis for alternatives, commitment of resources and the use of subcontractors and suppliers. The description shall include:

- (a) A description of Offeror's general approach to advancing Project development, including how Offeror team anticipates the allocation of responsibilities amongst its team members;

(b) An overview of Offeror’s general approach to the design, construction and operations and maintenance management, including quality control/quality assurance and project oversight;

(c) A description of Offeror’s general approach to security, local impact, interface with Sheriff’s operations, sustainable practices, relationships to surrounding context, creation of a suitable environment for users, maximization of efficiencies among consolidated functions, health and safety, permit procurement, utility relocation and adjustment services, environmental protection and public relations;

(d) A description of Offeror’s general approach to project financing, including a list of anticipated timelines and milestones to obtain financial commitments and close a major project financing; and

(e) A description of the preferred approach to the selection of a lender, private placement agent or lead underwriter, as applicable. If one has already been selected by Offeror, state how the lender, private placement agent or lead underwriter, as applicable, was selected and why the lender, private placement agent or lead underwriter, as applicable, was preferred (note Offeror is not required to select a lender, private placement agent or lead underwriter at this time).

2.2. Relationships, Roles and Responsibilities

A description of Offeror’s view of the roles and responsibilities of City, Offeror and third parties in connection with the development, design, construction, financing, operation, maintenance of the Project (in terms of allocation of work, implementation/delivery, and long-term operations and maintenance). Describe Offeror’s view of the optimal City/Offeror relationship and the anticipated nature of City participation sought by Offeror in connection with the Project and how that will achieve success. Identify what Offeror views as the most significant risks to the parties with respect to the development, design, construction, operation maintenance and financing of the Project, and how those risks can be addressed, mitigated or allocated in order to provide best value to City.

2.3. Availability of Resources

Describe Offeror’s approach to ensuring that sufficient levels of qualified labor and personnel, including local labor, firms and personnel, and required materials and equipment will be available to Offeror (and which can and will be committed to the Project) to provide for the development, design and construction of the Project to be undertaken and performed in a timely manner and to avoid delays or interruptions to such work. Also discuss the current backlog of Offeror and each Equity Member and

Major Non-Equity Member and their respective capacities to perform the work necessary for the Project.

VOLUME 2

Volume 2 of the PSOQ shall contain the following items.

Offerors shall package the information separately for each separate entity with a cover sheet identifying the name of the entity and its role in Offeror's organization (i.e., Equity Member, Financially Responsible Party, lead architectural/engineering firm, subcontractor, etc.).

Section A Financial Statements

Provide financial statements for Offeror, each Equity Member, lead contractor and each Financially Responsible Party (for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. For entities that are fund managers of an investment fund, provide the financial statements for the fund manager, the limited partnership(s) constituting the investment fund, and the general partner(s) of the investment fund.

- i. Opinion Letter (Auditor's Report) for audited financial statements
- ii. Balance Sheet
- iii. Income Statement
- iv. Statement of Changes in Cash Flow
- v. Footnotes audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS) for audited financial statement.

In addition, Financial Statements must meet the following requirements:

- a. **GAAP/IFRS:** Financial Statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
- b. **U.S. Dollars:** Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars, Offeror

must include summaries of the Income Statements, Statement of Changes in Cash Flow and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

- c. **Audited:** Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant). If audited financials are not available for an entity, the PSOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.
- d. **English:** Financial Statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Part A, Section 6.2, translations of all financial statement information must be accompanied with the original financial statement information.
- e. **Newly Formed Entity:** If Offeror, Equity Member of Offeror, lead contractor or Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).
- f. **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.
- g. **Confidentiality:** Offeror shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in Part A, Section 8.

Section B Additional Financial Information

B.1 Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for Offeror, each Equity Member, the lead contractor, and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for the past three years and anticipated for the next reporting period.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of Offeror, each Equity Member, each Financially Responsible Party, and the lead contractor, as applicable, to remain engaged in this procurement and submit a responsive Revised Proposal.

Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the chief executive officer, chief financial officer or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a representative list of events intended to provide examples of what City considers a material change in financial condition. This list is intended to be indicative only. At the discretion of City, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% of shareholder equity;

- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- Non-payment of any debt service;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Other events known to the affected entity which represents a material change in financial condition over the past three years, or may be pending for the next reporting period.

B.2 Off-Balance Sheet Liabilities

A letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of \$25 million dollars in the aggregate.

B.3 Credit Ratings

Offeror shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.

For entities that are fund managers of an investment fund, Offeror must provide a letter from the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the investment fund which certifies the following:

- The investment capacity of the fund (including supplemental information to the financial statements (as necessary) of the investment fund to positively demonstrate the existence of existing and/or committed capital capacity for the Indiana Project, consistent with the likely equity investment and the Equity Member’s responsibility to provide its share percentage. Examples of supplemental information include subscription agreements, letters from third party escrows holding deposits, etc.);
- The ownership structure of the various entities in the hierarchy of the fund
- The investment criteria of the fund
- The approval process for an equity investment; and
- The description of recent changes in the organization of the fund.

To the extent that the entity cannot positively demonstrate the existence of existing and/or committed capital capacity for the Project, then City, in its sole discretion, reserves the right, but not the obligation, to request a guarantor, a Financially Responsible Party and/or additional Equity Members before or after the completion of City’s evaluation of the PSOQ.

B.4 Financial Qualifications – Summary Financial Information – Form G

A completed **Form G** summarizing the financial information for Offeror, Equity Members of Offeror, lead contractor and any Financially Responsible Party.

For entities that are fund managers of an investment fund, **Form G** must be provided for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund.

Form G shall be certified by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the entity providing the information.

Section C Financially Responsible Party Letter of Support

If Financial Statements of a parent company or affiliate company (a “Financially Responsible Party”) are provided to demonstrate financial capability of Offeror, Equity Members of Offeror, or lead contractor, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Offeror, Equity Member of Offeror or lead contractor, as applicable with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for the Lead Contractor, then such Financially Responsible Party may, in the Department's sole discretion, be required to guarantee the performance of the Lead Contractor.

Offerors shall note that City may, in its discretion based upon the review of the information provided, or Offeror's form of organization, specify that an acceptable Financially Responsible Party is required as a condition precedent prior to short-listing. If the Developer's lead contractor is a limited liability entity or a newly formed entity, a Financially Responsible Party must be identified and included with respect to the lead contractor's obligations relating to the Project (and all information required of Financially Responsible Parties must be provided).

For purposes of this Section C, (i) "parent company" means parent companies at any tier and (ii) "affiliate company" means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Offeror, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving Offeror, any Equity Member or any Major Non-Equity Member), and other Financially Responsible Parties for the entity.

Section D Surety or Bank/Financial Institution Letter

A letter from an Eligible Surety indicating that Offeror team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of \$100 million, as evidence of Offeror's or lead contractor's bonding capacity. Letters indicating "unlimited" bonding capability are not acceptable.

The letter must specifically state that the surety/insurance company has read this RFPQ and any addenda and evaluated Offeror's (and, if applicable, lead contractor's) backlog and work-in-progress in determining its bonding capacity.

As an alternative to including the performance bond in the bonding surety letter required by this section, Offeror may submit a letter from an Eligible Financial Institution indicating a willingness, without conditions or qualifications, to issue a letter or letters of credit for Offeror or lead contractor as account party in an aggregate stated amount of \$100 million at the time of the PSOQ submission. If a bank/financial institution letter is provided, Offeror must also provide a bonding surety letter for the payment bond(s) identified above.

In instances where the response to this Part B, Volume 23, Section B contains descriptions of proposed or anticipated material changes in the financial condition, as applicable, of Offeror, lead contractor or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the

Eligible Surety's or Eligible Financial Institution's analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of Offeror, the lead contractor or such other entity for which financial information is submitted, as applicable, and identifying any special conditions which may be imposed before issuance of surety bonds or a letter of credit for the Project.

If a Offeror, lead contractor or other entity to obtain the bonds or letters of credit is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Equity Members of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$100 million amount that the Eligible Surety and/or Eligible Financial Institution is indicating it is willing to provide. Statements such as "[the entity's] share of the work/bond amount" or the like are not acceptable.

City has not yet determined the specific amount or form of payment and performance bonds or letters of credit that it will require for the Project. Offerors are advised that the RFRP may, to the extent commercially available and determined appropriate by City for the Project, require payment and performance bond and/or letter of credit amounts in excess of the \$100 million amount referenced above. City shall delineate such requirements, which will be consistent with applicable law, in the RFRP.

VOLUME 3

Volume 3 of the PSOQ shall contain the following:

Section A Forms C and D

Executed originals of **Form C** and **Form D** for Offeror, each Equity Member of Offeror, each Major Non-Equity Member and each Financially Responsible Party.

Section B Personnel Qualifications

Separate resumes of not more than two (2) pages each for the following key personnel and management staff:

- i. Proposed project executive (if different from the project manager);
- ii. Proposed project manager;
- iii. Proposed deputy project manager(s);
- iv. Any other key members of Offeror's management team (including any individual who is listed in an organizational chart at a level equal or higher than the individuals described in clauses (i) through (iii) above);
- v. Unless included in response to clauses (i) through (iv) above, Offeror shall include the individuals proposed for the following job positions:
 - Construction Manager;
 - Lead Architect/Engineer;
 - Operations and Maintenance Manager;
 - Quality Manager;
 - If not also the Lead Architect/Engineer, the Lead Courts Designer;
 - If not also the Lead Architect/Engineer, Lead Detention Designer;
 - If not also the Lead Architect/Engineer, Lead Security Designer;

- If not also the Lead Architect/Engineer, Lead Technology Designer;
- If not also the Lead Architect/Engineer, Lead Structural Engineer;
- If not also the Lead Architect/Engineer, Lead Mechanical Engineer;
- If not also the Lead Architect/Engineer, Lead Electrical Engineer; and
- If not also the Lead Architect/Engineer, Lead Civil Engineer.

Each resume shall state the specific role(s) above that the proposed “Key Person” would be fulfilling for the Project.

Three references for each of the project manager and the deputy project manager(s) and one reference for each other individual identified above must be supplied; provided, however, that where the project manager and deputy project manager(s) have only worked on one or two projects during the past five years (measured from the date of issuance of this RFPQ), Offeror shall (i) affirmatively state that such individual has only worked on one or two projects during the past five years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five years so that the number of references equals three in total. References for each individual shall be placed on that individual’s respective resume.

References shall be previous owners or clients with which the identified personnel have worked within the past five years (measured from the date of issuance of this RFPQ) and shall include the name, position, company or agency, project name and performance time period and current postal and e-mail addresses and telephone number. Offerors are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, City may elect to exclude the experience represented in determining the key personnel’s qualifications.

An express, written statement from each entity employing such individuals committing that the individuals designated in the PSOQ for the positions or roles described in clauses (i)-(v) of this Section [BE](#) shall be available to serve the role so identified in connection with the Project.

While City recognizes personnel availability and scheduling issues impact Offerors, Offerors are urged only to identify and proffer personnel that they reasonably believe

will be available for, and intend to assign to work on, the Project for the positions identified.

Note that in order for a Offeror to remain qualified to submit a Proposal after it has been placed on the shortlist, the Offeror's key personnel as identified in the PSOQ must remain intact for the duration of the procurement process (i.e., until execution of the PPA Documents), unless otherwise approved in writing by City. If a Offeror wishes to make changes in key personnel identified in its PSOQ, the Offeror shall submit to City a written request for City's approval of the change as soon as possible but in no event later than the date and time to be set forth in the RFP. Offeror may not make any changes in any key personnel identified in its PSOQ after this deadline, except for unusual circumstances beyond its control, in which case City, in its sole discretion, will consider such requests.

Requests to change key personnel identified in this PSOQ shall be transmitted to the RFQ Procurement Contact identified in Part A, Section 3.5, and shall include the information requested for the corresponding key personnel in the RFQ. The Offeror shall submit an original and five copies of each such request package.

City will review requests to implement changes in key personnel identified in this PSOQ very carefully but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Failure to obtain City's approval for such changes in key personnel during the procurement process may result in disqualification of the Offeror by City.

PART C FORMS

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**FORM A
TRANSMITTAL LETTER**

PROPOSER: _____

PSOQ Date:

City of Indianapolis

c/o KPMG

111 Monument Circle

Suite 1500 200 East Washington Street, Suite 2501

Indianapolis, Indiana 46204

Attention: David Rosenberg

The undersigned (“Offeror”) submits this proposal and statement of qualifications (this “PSOQ”) in response to the Request for Proposals and Qualifications dated December 20, 2013 (as amended, the “RFPQ”), issued by the City of Indianapolis, Indiana (“City”) to develop, design, construct, finance, operate and maintain the Project. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFPQ.

Enclosed, and by this reference incorporated herein and made a part of this PSOQ, are the following:

- Volume 1: Transmittal Letter (this **Form A**), Executive Summary, Confidential Contents Index, Offeror Structure and Experience (including **Forms B, E and F**) and Approach to Project;
- Volume 2: Financial Statements, Additional Financial Information (including **Form G**), Financially Responsible Party Letter of Support, Surety or Bank/Financial Institution Letter; and
- Volume 3: **Forms C and D** and Personnel Qualifications

Offeror acknowledges access to all materials posted on the following website with respect _____ to _____ the _____ Project::
<http://www.indy.gov/eGov/City/OFM/Purch/Bids/Pages/BiddingOpportunities.aspx> and the following addenda and sets of questions and answers to the RFPQ:

[Addendum #1 issued on January 23, 2014](#)

[Question and Answer Matrix issued on January 23, 2014](#)

[Offeror to list any additional addenda to this RFPQ and sets of questions and answers by dates and numbers prior to executing **Form A**]

Offeror represents and warrants that it has read the RFPQ and agrees to abide by the contents and terms of the RFPQ and the PSOQ.

Offeror understands that City is not bound to short-list any Offeror and may reject each PSOQ that City may receive.

Offeror further understands that all costs and expenses incurred by it in preparing this PSOQ and participating in the Project procurement process will be borne solely by Offeror, except, to the extent of any payment offered by City for work product, as described in Part A, Section 4.3 of the RFPQ.

Offeror agrees that City will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the RFPQ.

Offeror acknowledges and agrees to the protest provisions and understands that it limits Offeror's rights and remedies to protest or challenge the RFPQ or any determination or short-listing thereunder.

This PSOQ shall be governed by and construed in all respects according to the laws of the State of Indiana.

Offeror's business address:

(No.)	(Street)	(Floor or Suite)
-------	----------	------------------

(City)	(State or Province)	(ZIP or Postal Code)	(Country)
--------	---------------------	----------------------	-----------

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

1. Sample signature block for corporation or limited liability company:

[Insert Offeror's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Offeror's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert Offeror's name]

Print Name: _____

Title: _____

Attorney in Fact

4. Sample signature block for an Offeror not yet formed as a legal entity:

[Insert Offeror name]

By: _____

Print Name: _____

Title: _____

FORM B
PROPOSER TEAM SUMMARY

PROPOSER	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

MAJOR EQUITY MEMBER(S) (<i>Duplicate for each Equity Member</i>)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

MAJOR NON-EQUITY MEMBER (<i>Duplicate for each Major Non-Equity Member</i>)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

FINANCIALLY RESPONSIBLE PARTY <i>(Duplicate for each Financially Responsible Party)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

FORM C

**INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR NON-EQUITY MEMBERS AND
FINANCIALLY RESPONSIBLE PARTIES**

Name of Offeror: _____

Name of Firm: _____

Year Established: _____ Individual Contact: _____

Individual's Title: _____

Firm's CEO/Chairman: _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification Code: _____ Fax No.: _____

Name of Official Representative (if applicable): _____

Business Organization (check one):

- Corporation (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form D**) for the entity.)
- Partnership (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Joint Venture (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Other (If yes, describe and complete Sections A-C and the Certification form (**Form D**))

A. Business Name: _____

B. Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (**Form C**)

for each member firm and attach it to the PSOQ. Also indicate the name and role of each other financially liable party and attach a separate form.

<u>Name of Firm</u>	<u>Role</u>
_____	_____
_____	_____
_____	_____
_____	_____

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____ Print Name: _____
Title: _____ Date: _____

[Please make additional copies of this form as needed.]

FORM D

CERTIFICATION

Offeror: _____

Name of Firm: _____

1. Has the firm or any affiliate,* or any current officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years (measured from the date of issuance of this RFPQ)?

Yes No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past ten years (measured from the date of issuance of this RFPQ)?

Yes No

If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years (measured from the date of issuance of this RFPQ)?

Yes No

If yes, please explain:

4. Has the firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years (measured from the date of issuance of this RFPQ)?

Yes No

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

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years (measured from the date of issuance of this RFPQ)?

Yes No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers and e-mail addresses.

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

Yes No

If yes, please explain:

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

Yes No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit,

indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes No

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

* The term "affiliate" has the meaning set forth in Part B, Section 1.10.2 of this RFPQ.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____

Print Name: _____

Title: _____

Date: _____

FORM E

PROJECT INFORMATION

Entity Involved (e.g., Offeror, Equity Member, Major Non-Equity Member), Project Name and Contract Number	Owner Information(1)	Project Description	Dates Work Performed	Construction Value and Financing Value(2)	Annual O&M Value(3)	Project Role, Description and Amount of Work Performed(4)	Project Outcome or Current Status (5)

Notes:

- (1) For owner information, provide owner’s name, address, contact name and current e-mail address and telephone number.
- (2) Provide financing value if the entity’s role involved financing (for foreign currency transactions, use the last (bid) exchange rate published in the Wall Street Journal as of ~~three~~two weeks prior to the due date for the submission of PSOQs [\(January 21, 2014\)](#)).
- (3) Provide operations and maintenance value if the entity’s role involved operations and maintenance
- (4) Describe the work and state the percent or dollar value of the (a) design and construction work the entity performed/was responsible for (if the entity is a design-builder); (b) the construction work performed/was responsible for (if a developer or constructor); or (c) the design work performed (if the entity is a designer). For example, a member of a JV with a 30% stake in a \$200 million project would insert 30% or \$60 million; an engineer that performed \$10 million worth of work on a \$100 million project would insert 10% or \$10 million.
- (5) Identify and describe any increases in the original contract amount of the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases and/or time extensions.

FORM F

CONCESSION AND PPP EXPERIENCE

EXPERIENCE OF THE EQUITY MEMBERS IN CONCESSION CONTRACTS AND PUBLIC-PRIVATE PARTNERSHIPS

INSTRUCTIONS:

- (a) List only the experience of an Equity Member that will be future Equity Member of Developer. An Equity Member that, as general partner and/or fund manager, intends to source its equity commitment through an investment fund may list equity investment experiences provided by other investment funds for which it was the general partner and/or fund manager at the time of financial close.
- (b) List all applicable projects identified in response to Part B, Section 1.7 that reached financial close.
- (c) List only projects where the Equity Member held at least 20% of equity ownership in the project at the time of financial close.

COMPANY NAME	PROJECT NAME AND LOCATION	FINANCING SIZE (1), (2)	DEBT AMOUNT & SOURCES (2), (3), (4)	DATE OF FINANCIAL CLOSE	CONSTRUCTION START DATES	% OF WORKS COMPLETED BY December 31, 2013	LEVEL OF COMPANY'S PARTICIPATION (5)	TYPE OF CONCESSION/PPP (6)
<i>Example Entry:</i> Financiers Corp.	Luxor Tunnels Luxor, Egypt	950,000	\$750,000 (95%, senior bank debt)	01/01/2007	04/15/07	100	\$100,000 (\$100,000; 50% shareholding of project company)	Availability payment

NOTES:

- (1) Project size means the total amount of the project financed under private finance / project finance scheme (i.e., without public debt, public equity or capital grants).
- (2) In thousands United States Dollars. Identify exchange rates of amounts in other currencies using the last (bid) exchange rate published in the Wall Street Journal as of threetwo weeks prior to the due date for the submission of PSOQs (January 21, 2014).
- (3) Include in brackets the percentage of gearing and type of debt (bonds unwrapped or wrapped, bank debt, etc.).
- (4) Inclusive of any loans from multilateral institutions (e.g., the European Investment Bank, European Bank for Reconstruction and Development, etc.)
- (5) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.
- (6) Specify the type of concession (toll concession, availability payment, shadow toll, or combinations of these mechanisms).

FORM G

FINANCIAL QUALIFICATIONS – SUMMARY FINANCIAL INFORMATION (*)

SUMMARY FINANCIAL INFORMATION () FOR ALL EQUITY MEMBERS, LEAD CONTRACTOR AND ANY FINANCIALLY RESPONSIBLE PARTY FOR FINANCIAL YEARS 2010, 2011 AND 2012 (1)**

(IF AN EQUITY MEMBER OR LEAD CONTRACTOR IS RELYING ON A FINANCIALLY RESPONSIBLE PARTY, THEN ONLY THE FINANCIALLY RESPONSIBLE PARTY ENTITY SHOULD COMPLETE THIS FORM)

COMPANY	ROLE ON THE PROPOSAL TEAM (IF EQUITY MEMBER, PERCENTAGE OWNERSHIP)	FISCAL YEAR	SHAREHOLDERS (2)	TOTAL REVENUES	PRE-TAX PROFIT	RELEVANT REVENUES (3)	FIXED ASSETS	TOTAL ASSETS (4)	CONTINGENT LIABILITIES (5)	LONG-TERM LIABILITIES	SHORT-TERM LIABILITIES	NET WORTH	TANGIBLE NET WORTH	GEARING (6)

Certified as complete, true and correct by:

Name: _____
 Title: _____

(*) The Chief Executive, Chief Financial Officer, Treasurer (or equivalent position or role) for each reporting entity must certify the information on this form as complete, true and correct. Information should be derived from audited financial statements where possible. Audited financial statements will prevail over this table.

(**) Expressed in thousands (000s) of United States Dollars. Where applicable, companies should indicate the conversion to United States Dollars, using the exchange rate prevailing on the last day of each financial year. Please identify the benchmark on which the exchange rate is based.

Notes:

- (1) Complete separate forms for each entity with each form containing the information for the three requested fiscal years. If the entity has only been in existence for less than three fiscal years, the entity should expressly state that such entity has been in existence for less than three fiscal years and shall complete separate forms for the number of fiscal years it has been in existence.
- (2) List shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.
- (3) Relevant revenue consists of revenue from DBFOM contracts for transportation-infrastructure projects.
- (4) Excludes goodwill and intangibles.
- (5) A number/range is required, but references to specific locations in the financial statements explaining the contingent liabilities may be included
- (6) Gearing = Long Term Liabilities / Net Worth

**EXHIBIT A
PSOQ SUBMITTAL OUTLINE**

PSOQ Component	Form (if any)	RFQ Section Cross-Reference
VOLUME 1 – Submit 1 original and 15 copies of Volume 1		
1. General		
(a) Transmittal Letter	Form A	Part B, Volume 1, General, (a)
(b) Executive Summary (not to exceed 8 pages)	--	Part B, Volume 1, General, (b)
(c) Confidential Contents Index	--	Part B, Volume 1, General, (c)
2. Offeror Structure and Experience		
(a) Offeror	--	Part B, Volume 1, Section 1.1
(b) Equity Members	--	Part B, Volume 1, Section 1.2
(c) Major Non-Equity Members and Other Identified Non-Equity Members	--	Part B, Volume 1, Section 1.3
(d) Management Structure	--	Part B, Volume 1, Section 1.4
(e) Offeror Team Summary	Form B (may be attached as an appendix)	Part B, Volume 1, Section 1.5
(f) Organization Chart – Offeror Structure	--	Part B, Volume 1, Section 1.5
(g) Organization Chart – Key Personnel	--	Part B, Volume 1, Section 1.5
(h) Team Structure	--	Part B, Volume 1, Section 1.6
(i) Relevant Experience	--	Part B, Volume 1, Section 1.7
(j) Project Information	Form E (may be attached as an appendix)	Part B, Volume 1, Section 1.8
(k) Concession and P3 Experience	Form F (may be attached as an appendix)	Part B, Volume 1, Section 1.8
(l) Key Personnel	--	Part B, Volume 1, Section 1.9
(m) Legal Information		
(i) Legal Issues	--	Part B, Volume 1, Section 1.10.1
(ii) Legal Liabilities	--	Part B, Volume 1, Section 1.10.2
(iii) Legal Proceedings	--	Part B, Volume 1, Section 1.10.3
3. Approach to Project		
(a) General Approach to the Project	--	Part B, Volume 1, Section 2.1
(b) Relationships, Roles and Responsibilities	--	Part B, Volume 1, Section 2.2
(c) Availability of Resources	--	Part B, Volume 1, Section 2.3
VOLUME 2 – Submit 1 original and 8 copies of Volume 2		
1. Financial Statements	--	Part B, Volume 2, Section A
2. Additional Financial Information		
(a) Material Changes in Financial Condition	--	Part B, Volume 2, Section B.1
(b) Off-Balance Sheet Liabilities	--	Part B, Volume 2, Section B.2
(c) Credit Ratings	--	Part B, Volume 2, Section B.3
(d) Financial Qualifications- Summary of Financial Information	Form G	Part B, Volume 2, Section B.4
3. Financially Responsible Party Letter of Support	--	Part B, Volume 23 , Section C
4. Surety or Bank/Financial Institution Letter	--	Part B, Volume 23 , Section D
VOLUME 3 – Submit 1 original and 15 copies of Volume 3		
1. Information Regarding Offeror, Equity Members, Major Non-Equity Members and Financially Responsible Parties	Form C	Part B, Volume 3, Section A
2. Certification	Form D	Part B, Volume 3, Section A
3. Personnel Qualifications		
(a) Resumes – Key Personnel (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section B
(b) Resumes – Other Members of Offeror’s Management Team (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section B6
(c) Written commitment statements from employers	--	Part B, Volume 3, Section B6