



Fort Harrison Reuse Authority
Request for Proposals and Qualifications
to Design, Build, Operate, Finance
and/or Maintain the
Parking Garage Project
Through a Public-Private Partnership Agreement
Issued: October 28, 2022
PSOQ Due Date: November 30, 2022

1 Executive Summary/Introduction

1.1 Overview of the Opportunity

The Fort Harrison Reuse Authority (“FHRA”) is pleased to present this Request for Proposal and Qualifications (“RFPQ”) to prospective entities or groups of entities (“the Offerors”) interested in submitting proposals and statements of qualifications (“PSOQs”) to develop, build, operate, finance and/or maintain the Parking Garage Project (“the Project”) pursuant to a public-private partnership agreement (“PPA”) with a selected Developer (“Developer”).

Sealed Proposals in response to this RFPQ shall be received by the FHRA at the FHRA office at 9001 E. 59th Street, Suite 202, Lawrence, IN, 46216 until 10:00 a.m., EST, on 11/30/2022. The PSOQ should be clearly marked “RFPQ Parking Garage Project” on the outside of the envelope.

Provide three (3) hard copies of your proposal and one (1) copy on a portable USB drive. Any confidential information included in the PSOQ shall be labeled “CONFIDENTIAL”.

Throughout the term of the PPA, the FHRA will own the land and will grant the Developer a construction easement for the purposes of constructing the Project. The FHRA will work with the Developer to identify suitable locations for a construction office, construction staging, and parking during construction (which, based on the location chosen, may have an associated cost), with associated utility and/or rent payments to be the responsibility of the selected Developer.

Any professional services and consultants required to build, operate, finance, and maintain a project of this magnitude, including, but not limited to architectural, civil, structural, and MEPT engineering, AV/IT, security, procurement, etc., shall be selected and engaged by the Offeror.

Project Description

The Project involves the development, design, construction, procurement of FFE (furniture, fixtures, and equipment), operation, financing, and maintenance to construct a new 250-300 space parking structure located at 9135 Otis Avenue, Lawrence, IN 46216. This parking garage will support the parking needs of nearby future development as well as the parking needs for Fort Ben and the City of Lawrence special events at Civic Plaza and the Arts Cultural Campus.

FHRA currently contemplates that the Project will include:

- Construction of a new approximately 250-300 space parking garage, including:
- Up to 8,000 square feet of attached commercial/retail space at ground level
- Public access restrooms at ground level, accessible from outside only
- All necessary utility and site improvements to support the parking garage and retail spaces
- Electric vehicle charging stations
- Bicycle racks
- Other project elements as determined by and between the Developer and the FHRA

1.2 Project Site & Budget

The Project site is approximate +/- 1.24 acres owned by FHRA located at 9135 Otis Avenue, Lawrence, IN 46216

The Project will be funded by the FHRA. The FHRA has yet to determine a budget for the costs associated with the design, construction, furniture, fixtures, equipment, relocation, operation, and maintenance of this Project.

1.3 Procurement Method

It is anticipated that the Offeror will develop, design, construct, procure FFE, operate, and maintain the Project in return for periodic payments, which payments are likely to include significant milestone payments made by the FHRA during the construction process. Offeror and the FHRA shall negotiate a milestone payment schedule during the Scoping Period (the negotiation period to come to an agreement with Developer), which will be incorporated into the PPA.

1.4 Project Goals

Goals for this project include:

- Design and construct the Project
- Provide a high quality, resilient, and efficiently maintainable facility
- Achieve operational efficiency through efficient planning of space
- Achieve best value in the construction, furnishing, operation, and maintenance of the facility, taking into account the long-term cost impacts of design, construction, and equipment
- It is important that all Offerors take special effort to read, understand and follow the development standards set forth in the *Lawrence Village at the Fort Preliminary Plan, Covenants and Development Standards* ("PUD"). The document describes the applicability of the PUD and process by which development proposals will be approved, the general development standards, district standards, architectural and building form standards, and street and streetscape standards. The PUD has several unique components that are geared towards creating a dynamic place while addressing larger issues such as suburban sprawl, sustainable design, and architectural character. A considerable amount of effort has been put into creating standards which meet the requirements of PUD and the original *Master Plan Implementation Strategy* ("*Master Plan*") concepts while still giving the development community the flexibility to create a development plan that conforms to the needs of the market.

1.5 Procuring Agency

The FHRA will be the procuring agency for the Project.

1.6 Key Stakeholders

The Project will be led by the FHRA, and other stakeholders as assigned by the FHRA.

1.7 Bonding Capacity

The successful Offeror will be required to provide payment and performance bonds. For a payment bond, an amount not less than one hundred percent (100%) of the cost to design and construct the public facility. For a performance bond, an amount not less than one hundred percent (100%) of the cost to design and construct the public facility. Bonds will not be required to be available until construction on the Project commences. Bonding capacity may be provided by any member of the Offeror's team.

2 Procurement Process

Pursuant to Indiana Code Section 5-23 et seq., the FHRA 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 FHRA 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, the FHRA intends to select a Developer to enter into a PPA with the FHRA. The selection of the Developer will be based on the FHRA's evaluation of the factors and criteria described within this RFPQ.

Following submission of the PSOQs, the FHRA 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 FHRA will evaluate the original PSOQs or, if applicable, Revised Proposals, based on the criteria described in the RFPQ.

The FHRA intends to negotiate with and award a PPA with one of the Offerors for the purpose of further defining the scope, programming, and total cost of the Project, including a Guaranteed Maximum Price ("GMP"). If the selected Offeror is unable to present an acceptable proposal for: (a) the design; and (b) the establishing of a GMP; for the Project (the "GMP Proposal"), the FHRA reserves the right to terminate the PPA pursuant to its terms and enter into negotiations with another Proposer.

Questions regarding this RFPQ must be submitted in writing via email to Heather Millikan, Executive Director Phone: (317) 377-3400, Heather@fhra.org. The FHRA may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format to the Offerors via email.

Offerors shall not contact, communicate with, or discuss any matter relating to this RFP during the procurement process with any appointed official of the FHRA, members of the Evaluation Committee or their advisors, other than the person noted above. No oral interpretation or clarification will be made to any Offeror as to the meaning of the RFPQ or other information furnished by the FHRA with this RFPQ. Any such communication initiated by an Offeror shall be grounds for disqualifying the Offeror from consideration of this Project award.

2.1 RFPQ and Overall Procurement and Project Schedule

Advertise for Notice of RFPQ	10/28/2022
Issue Request for Proposals and Qualifications	10/28/2022
Second Advertisement for Notice of RFPQ	11/04/2022
PSOQ Due Date	11/30/2022
Identification of Preferred Developer	12/28/2022
Award of Selected Developer	03/29/2023

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

2.2 Proposal Contents and Requirements

Each Offeror shall submit its PSOQ in accordance with the above submission format and timing requirements, and submit its Proposal in accordance with the following content requirements:

- Cover Letter

The PSOQ should be accompanied by a cover letter which should clearly designate the Offeror's preferred contact person and office in charge (name, phone number, email address) for all correspondence through the RFPQ process.

- Project Approach to GMP

The Offeror will establish a GMP for this Project at the end of the period set forth in the PPA. The Offeror shall present an Execution Plan within the PSOQ, including the team's approach and timing for establishing a GMP. The Offeror shall include its proposed strategy, if any, for shared cost savings, with a narrative describing how such strategy will provide the FHRA with the lowest total borrowing amount and GMP.

- Project Schedule

A milestone design and construction schedule for the Project shall be included with the PSOQ and will be attached to the PPA, including a narrative describing how such schedule shall be developed with the FHRA to meet its scheduling objectives.

- Project Experience with Public Private Agreement and GMP

List a minimum of three (3), but no more than five (5) projects led by Offeror that are most representative of Offeror's performance in the following areas: (a) development or delivery of a parking structure project; or (b) delivery of a public private partnership. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members. The following details should be provided with each project: Project Name and Location, Owner, Team Members and their roles, Designer, Project Type and Size. A Team Member's experience that is included shall indicate whether such Team Member has only been responsible for the management and/or financing of such referenced project.

- Qualifications

Include in the main narrative of the Proposal a description of the Offeror team's qualifications to perform and complete all of their portion of the services, in accordance with the requirements of the RFPQ and clearly state which portion of the services are being performed by each Offeror team member. Include safety record and experience modification rate. XBE participation is expected to be that as of the City of Lawrence per the 2017 Ordinance.

Provide (3) three references from past projects, including project name and contact information of the owner or owner's representative.

- Main Narrative

The PSOQ shall include, at a minimum, within the main narrative, the following sections:

- Understanding of services to be performed: The Offeror shall specifically describe its understanding and approach to the requirements of the services to be performed and deliverables required. The Offeror's main narrative shall explain its proposed methodology for fulfilling the requirements for the term of the PPA.
- Execution Plan: The Offeror shall provide a detailed plan (the "Execution Plan") which shall outline the Offeror's approach to collaboration with stakeholders, management of milestone Owner approvals, maintenance and communication of Project schedule and budget status, and document and information management. The Execution Plan should also include the Offeror's approach for overcoming any challenges and problems and mitigating risks in order to avoid problems.

2.3 Proposal Evaluations

2.3.1 Evaluation Committee

The successful Offeror will be determined by the FHRA Evaluation Committee. The Evaluation Committee will consist of the following individual(s):

- Tom Crouch
- Ann Lathrop
- Reggie McGregor
- Roger Smith

The Evaluation Committee reserves the right to meet and confer with one another and the FHRA's advisors for the Project as part of its evaluation process.

2.3.2 Evaluation Methodology

FHRA's decision to enter in to a PPA with an Offeror will be made on the basis of the best qualified Offeror's qualifications, Project Approach, and ability to deliver FHRA with the best value over the life of the Project.

2.3.3 Acceptance of Proposal

Award of a PPA will be made to the qualified Offeror who's overall PSOQ, in FHRA's judgment, best meets the content and other factors of the RFPQ, all Offerors are encouraged to include their most favorable terms and as much information as possible in their PSOQ.

Execution of PPA

The successful Offeror shall negotiate and execute the PPA, which shall include the process for completing the design and determining the final GMP.

The failure of the successful Offeror to execute the PPA and to supply the required bonds when the PPA is presented for signature, or within such extended period as the FHRA may grant, based upon reasons determined adequate by the FHRA, shall constitute a default, and the FHRA may either award the PPA to the next highest evaluated Offeror or re-procure for Proposals.

2.3.4 Communication

From the date of issuance of this RFPQ until an Offeror is selected by FHRA, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), other electronic means or formal written communication. The specific rules of contact are as follows:

- (a) Each Offeror shall designate one representative responsible for contacts with FHRA and shall correspond with FHRA regarding the RFPQ only through FHRA's Representative.
- (b) No Offeror or representative thereof through either of their respective employees, agents, or representatives shall have any *ex parte* communications regarding the RFPQ with the FHRA, its agencies, employees, or appointed or elected officials; including the FHRA Board of Directors and the evaluation committee, or with any FHRA staff involved with the procurements, except for communications expressly permitted by the RFPQ or except as approved in advanced by the FHRA. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the RFPQ or participation in public meetings. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of

the FHRA.

3 Responsibilities of the Parties

3.1 Environmental

It will be the FHRA's responsibility to advance, obtain, and maintain any additional environmental reports and undertake any necessary remediation of environmental issues, which they may deem necessary. The FHRA is not aware of any environmental issues on the site at this time.

3.2 Permitting

It will be the Developer's responsibility to advance, obtain, and maintain all required permits for the Project.

3.3 Geotechnical

The FHRA will make results of any geotechnical investigations available to all Offerors. The FHRA may, at its option, choose to pursue additional geotechnical investigation in connection with the Project during the Scoping Period. The FHRA will retain responsibility for any site conditions that differ from the geotechnical investigations made available to Offerors, if any, including but not limited to the location of utilities and/or existing infrastructure within the site.

3.4 Utilities

It will be the Developer's responsibility to coordinate all utility services at the Project site, with the non-financial assistance of the FHRA provided as necessary.

3.5 Design

Developer will be responsible for all aspects of the design for the Project. All drawings and building information models shall be made available to the FHRA. All requests for deviations shall be included in the PSOQ documentation. The final design is subject to FHRA approval. Previous massing study will be available.

3.6 Construction

Developer will be responsible for construction, operation, and commissioning of the Project.

3.7 FFE Procurement and Installation

Developer will be responsible for selection, procurement, delivery, coordination, and installation of all furniture, fixtures, and equipment for the Project. This will include all IT, A/V, security, signage, environmental graphics, and specialty equipment, unless otherwise noted.

3.8 Handback

Developer will be responsible for ensuring that the Project is transferred to the FHRA following the completion of the term of the PPA in the condition specified.

3.9 Operations and Maintenance; Warranties

Developer will be responsible for performing operations and maintenance for the Project for a minimum of the thirty (30) day period beyond the date of handback (the "Operating Period"), subject to further agreement of the parties during the process of developing the PPA. Developer's designer-builder will also be required to provide a warranty of the design and construction work for a period of 1 years after handback. Parent guarantees and warranty bonds from the designer-builder may be required to support the designer-builder's obligations

with respect to such warranties and work relating to such portions.

Developer's responsibility for performing operations and maintenance during the Operating Period shall be subject to the terms and conditions of the PPA, which shall include, but not be limited to, the following: (a) the FHRA shall have the sole right to direct the work to be performed during the Operating Period; and (b) all work performed during the Operating Period shall be included within the GMP, unless otherwise subject to applicable warranties or otherwise negotiated by the parties.