

**REQUEST FOR PROPOSALS TO DESIGN, BUILD, FINANCE, AND OPERATE THE
RENOVATION AND SUSTAINABILITY TRANSFORMATION OF FLOYD COUNTY
JUDICIAL CENTER THROUGH A PUBLIC-PRIVATE AGREEMENT**

Issued: April 27, 2022

Responses Due: May 27, 2022

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I. INTRODUCTION

A. Statement of Intent and Project Overview

In accordance with IC 5-23-5, the New Albany-Floyd County Building Authority (the “Authority”), invites all qualified parties (“Proposers”) to submit Proposals and Statements of Qualifications to design, finance, construct, and/or transfer a renovated City-County Building (the “Project”) under a public-private partnership to become the Floyd County Judicial Center. The purpose and intent of the Project is to fulfill critical judicial-related public safety responsibilities and provide a safe, secure and energy efficient working environment for its employees and the citizens of Floyd County.

B. Scope, Goals and Objectives of the Project

The Authority is using this RFP to identify an Proposer that can: (1) Evaluate the conditions of the City-County Buildings current facilities, designed and built between 1959-1961, including but not limited to necessary maintenance, energy saving measures, renovations and updating, and all other appropriate changes to ensure its suitability and sustainability for its intended uses; (2) Make recommendations to the Authority and its major tenant the Floyd County Commissioners (the Commissioners”) based on this evaluation; (3) Design, build and finance the Project to the extent that the Authority in consultation with the Commissioners determine a recommendation for renovations are feasible and appropriate. The complete scope or specific need for this Project have not been determined at this time.

The Authority now seeks private involvement in developing the Project, because (1) the Authority lacks expertise in executing, streamlining, and overseeing development of this type of Project; (2) private sector expertise in the design, development, and construction of the Project will allow the Project to be completed quicker and more efficiently; (3) private sector expertise will help shift risk away from the Authority and allow subcontractors and various professional services to be directly accountable to the Proposer; (4) private sector expertise should prevent unknown costs from being added to the Project; (5) the Authority desires an integrated delivery of the Project, which is more likely achieved by the private sector; and (6) the private sector can bring to bear maximum expertise and experience to ensure that the renovated facility will be the most energy efficient one possible.

The procurement process encourages Proposers to offer innovative and creative plans to complete the Project. Through this public-private partnership, the Authority seeks (1) budget certainty and the opportunity to appropriately shift financial risk away from the Authority; (2) innovative approaches to delivery and financing that provide the Authority with opportunities to fund the Project with limited impact to the Authority’s annual budget or departmental cash flow; and (3) an expedient and integrated design and construction timeline that provides the Authority with construction and operational savings. The Authority understands that the most accurate detail regarding budget, costs, financing, design, schedule, etc. will occur following Proposer selection.

II. RESPONSIBILITIES OF PROPOSER

The Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, sustainable design criteria and other Project-specific technical materials and requirements. The Authority seeks Proposers' creative ideas and innovations as part of this RFP.

The Proposer shall be responsible for all aspects of the design, construction, financing, and operation of the Project. The Proposer shall also be responsible for site development and FF&E as set forth in this RFP. The Authority will require the Proposer to provide payment security and performance security in an amount equal to 100% of the construction costs and insurance coverage in connection with the construction work as described in Appendix B, attached hereto, and incorporated herein.

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

A. Design

The Proposer shall be responsible for all aspects of the Project's design, which shall comply with all applicable laws, statutes, and/or ordinances, including without limitation the Authority applicable ordinances, as existed at the time of performance of such design services ("Laws"). The Authority seeks designs that complement the tone and quality of the adjacent Criminal Justice Center and surrounding buildings, including the Federal Building & Court House. Proposer shall submit for Authority's approval completed (a) schematic designs and specifications; (b) design development drawings and specifications; and (c) construction documents and specifications.

B. Energy Savings

Energy savings in light of the current condition of the building is a major consideration. The Proposer shall identify all potential projects and work that may be done to the facility to reduce long term operations and maintenance costs of the facility and determine and advise the Authority regarding the feasibility and advisability of undertaking the projects.

C. Construction

Proposer shall be responsible for all construction related to the Project, without limitation, overseeing day-to-day construction and subcontractors and working with vendors, utilities, security personnel and any other entity necessary for and related to the Project. The Authority desires that the Proposer transfer the Project to the Authority upon issuance of the certificate of occupancy.

D. Business Continuity

The City-County Building has a number of current tenants and users which are essential to the operation of the County government. An important part of the response to this RFP by a

Proposer and actual execution of the Project by the selected proposer will be to assist the Authority in ensuring continuity of all affected operations through the execution of the Project.

It is expected that the building's renovation will require the relocation of all functions, including judicial and taxing & administrative, for the duration of the project. The Authority believes that the Proposer, in close coordination with Floyd County Operations, will create and execute a plan to relocate these functions utilizing available county properties (Pine View Government Center, M. Lucille Reisz Extended Services Center), along with the potential of leased space to be identified

E. Operations

Pursuant to the BOT Agreement, which shall include a Declaration of Covenants and Easements ("Declaration"), the Proposer shall operate the Project for the benefit of the Authority during the term of the BOT Agreement. The Declaration shall, among other issues, (a) provide the Authority an easement to the Project and all uses located therein; (b) establish standards for the maintenance and repair of the Project; and (c) such other terms as may be agreed upon by the Authority and Proposer in the BOT Agreement.

F. Project Financing

Proposer shall provide the financing plan (including any required debt and equity) necessary to complete the Project as described in the BOT Agreement. As part of the BOT Agreement, Proposer shall guarantee a Maximum Availability Payment (or debt payment) specified in years to be paid by the authority. In consideration of Proposer's performance of the work necessary to complete the Project, Proposer shall be paid an amount not to exceed the Maximum Availability Payment which amount shall be paid to Proposer pursuant to a funding agreement executed in tandem with the BOT Agreement. Any cost and expense for completing the Project in excess of the Maximum Project Cost, as may be adjusted under the BOT Agreement, shall be and remain the sole and exclusive liability and obligation of the Proposer, except as may otherwise be provided in the BOT Agreement. The Authority may choose to utilize a combination of bond anticipation notes, bonds and/or general fund reserves to pay Proposer in accordance with the terms of the BOT Agreement.

G. FF&E

Proposer shall be responsible for providing furniture, fixtures, and equipment ("FF&E") for the Project as set forth in the Project Criteria and as may be modified by the BOT Agreement.

III. PROCUREMENT PROCESS

A. Public-Private Agreement

In general, the Act authorizes the Authority to solicit proposals in response to its RFP, conduct discussions with Proposers for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, negotiate the best and final offers of

responsible Proposers who submit proposals that are determined to be reasonably susceptible of being selected for a public-private agreement, and enter into a BOT Agreement with an operator to design, construct, operate, maintain, and finance a public facility on behalf of the governmental body and to transfer the public facility back to the governmental body at an established future date.

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

B. Negotiations

Following receipt of RFP Responses, the Authority reserves the right to conduct discussions with one or more of the Proposers to clarify the Proposers' understanding of and responsiveness to the solicitation requirements. Eligible Proposers must be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. The Authority shall negotiate the best and final offers of responsible Proposers who submit proposals that are determined to be reasonably susceptible of being selected as the Proposer for the BOT Agreement.

C. Recommendation/Public Hearing

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

D. BOT Agreement

The Proposer shall enter into a BOT agreement with the Authority to be fully responsible for designing, constructing, financing, and potentially operating or maintaining the Project on behalf of the Authority. The Authority desires that the Proposer be prepared to transfer the Project to the Authority, upon the Authorities option, upon issuance of a certificate of occupancy. The Authority may also consider assigning operation and maintenance responsibility for the Project for an additional limited time.

E. Authority's Reserved Rights

The Authority reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFP in whole or in part prior to the execution of the BOT Agreement, (2) issue a subsequent RFP after the withdrawal of this RFP for the Project or any part of the Project, (3) reject any and all RFP Responses, (4) terminate, suspend, or elect not to proceed in negotiations with Proposer(s) at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an RFP Response, all in accordance with the Act. The issuance of this RFP does not commit or bind the Authority to enter into a contract or to proceed with the procurement process. Unless otherwise stated herein, the Authority assumes no obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred by parties responding to this RFP, which shall be borne solely and exclusively by each Proposer.

F. Anticipated Procurement Schedule

RFP Issued	April 27, 2022
Deadline for Questions regarding the RFP	May 15, 2022
Deadline for Authority’s response to Questions/ Clarifications	May 22, 2022
RFP Responses Due	May 27, 2022
Anticipated Negotiation with Responsible Proposers	June 1-June 15
Authority Recommends Proposer as its Proposer for the Project	1st Authority Meeting following Agreed upon BOT Agreement that meets all applicable notice requirements. (June 15 or a special meeting)
Finalize and acceptance of Maximum Availability Payment and Guaranteed Maximum Project Price	Target: October 15
Financial Close	30 Days after

This schedule is for illustration purposes only and should not be construed as binding; except that all RFP Responses shall be submitted by or before May 27, 2022.

IV. SOLICITATION & RFP REQUIREMENTS

A. Submission Deadline

RFP Responses must be received by the Authority as provided below by

Proposals must be received by 4:00 PM local time on May 27, 2022.

(the "Submission Deadline"). Only complete RFP Responses delivered on or before the Submission Deadline will be accepted by the Authority. RFP Responses delivered after the

Submission Deadline will be automatically rejected and returned unopened to the Proposer. The Authority will not accept facsimile or e-mail submission of RFP Responses.

B. Delivery of Response

All RFP Responses shall be delivered to the following persons ("Contact"):

- Submittal: An electronic PDF of the Proposal/Statement of Qualifications should be emailed to:
 - Scott Stewart, Treasurer, Building Authority, stewart.ts@gmail.com
 - Charles Edwards, Superintendent, Building Authority, cedwards@floydcounty.in.gov

C. Questions and Requests for Clarification

Proposers must refrain from communicating with any Authority official, employee, agent, or representative regarding the Project during this RFP process, except as permitted by this RFP. Violating this restriction will result in immediate disqualification of a Proposer. All communication and requests for information and clarifications shall be made via e-mail correspondence to Scott Stewart, Treasurer, Building Authority, stewart.ts@gmail.com. No oral requests will be considered. No requests for additional information or clarification to any person other than the e-mail address provided in this section will be considered. Failure to abide by this or any requirement of the RFP may result in disqualification from the procurement process.

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

All questions and requests for clarification must be submitted on or before May 9, 2022, at 5:00 p.m. local time. Answers to questions deemed appropriate for response by the Authority, in its sole discretion, will be provided within a reasonable time by disclosing the question(s) and answer(s) on the Authority's website. Proposers shall be responsible for checking the Authority website. The Authority may rephrase questions as it deems appropriate and may consolidate similar questions.

D. Addenda to the RFP

The Authority reserves the right to issue written addenda to this RFP (each, an "Addendum" or "Addenda") at any time before the Submission Deadline and will post any

addenda on its website. These Addenda will be numbered consecutively. Any Addenda shall constitute a part of this RFP. All RFP Responses shall be prepared with full consideration of the Addenda issued prior to the Submission Deadline. Each Proposer is solely responsible to ensure that it has received all Addenda issued by the Authority. Proposers should monitor the Authority's website for information concerning this procurement.

E. Modification & Withdrawal of RFP Responses

RFP Responses may be modified or withdrawn in writing to the above-referenced contact at the Authority, if received prior to the Submission Deadline. Any modification to an RFP Response received by the Authority after the Submission Deadline will not be considered by the Authority. The Proposer may also withdraw its RFP in person at any time before the Submission Deadline.

V. FORMAT AND CONTENT OF RFP RESPONSE

A. Format of Response

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

Proposers shall submit one (1) electronic copy via e-mail in searchable and printable format.

B. Organization

Proposers must organize their RFP Response in the order set forth in Appendix D, attached hereto and incorporated herein. If a Proposer elects to include material in addition to the information specifically requested, Proposer shall append that material to the end of the most appropriate defined section of the outline.

C. Content of Response

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

1. Proposer's Business Structure

This section of the Response should be dedicated to providing the Authority with information relative to the Proposer's overall business structure including a description of its members (LLC) or shareholders, officers, team members, organizational and management structure, and proposed contractual relationship among team members. Proposer shall provide information relevant to qualifications of Proposer, its equity members and other team members.

Proposer shall provide information relevant to its management structure and how it is best suited to meet the requirements of the Project.

The following is a list of recommended items to be included in any response to this RFP:

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

2. Proposer's Business Experience & Expertise

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

The following is a list of recommended items to be included in any response to this RFP:

- Project Management
 - o Experience in managing projects of similar disciplines: design, construction, operation, maintenance, and financing.
 - o Experience working with public entities

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

3. Business Financials

Proposer shall provide the Authority with sufficient information necessary to enable the Authority to evaluate Proposer's financial strength. Proposer shall include information demonstrating that it has sufficient net worth, financial stability, and capacity to meet the objectives of the Project. Proposer shall include bank references and provide the Authority with Proposer's legal standing with regard to other projects. Proposer shall provide the Authority with information regarding the business and risk position of its RFP Response.

The following is a list of recommended items to be included in any response to this RFP:

- Financial Statements for Proposer and each equity member for the past three (3) years
 - Opinion letter for audited financial statements
 - Balance sheet
 - Income statement
 - Statement of changes in cash flow

- Material Changes in Financial Condition
 - o Details of any bankruptcy, insolvency, company creditor arrangements or other insolvency litigation or threatened litigation in the last three (3) years
 - o Downgrade in credit rating
 - o Non-payment of any debt service
 - o Inability to meet material conditions of loan or debt covenants
- Off Balance Sheet Liabilities
- Credit Ratings
- Surety/ Financial Institution Letter

4. Proposer's Approach to the Project

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

The following is a list of recommended items to be included in any response to this RFP:

- Ability to achieve the Project Objectives
 - o Overview of Proposer's general approach to design, construct, finance, operate, and maintain the Project
 - Allocation of responsibilities among team members
 - Project oversight
 - o Overview of Proposer's general approach to project financing,
 - a list of anticipated timelines and milestones to obtain financial commitments and close project financing
 - o Innovative ideas to reduce overall costs of the Project
 - o Innovative ideas to accelerate the delivery of the Project
 - o Relationship with Authority and Other Parties
 - Ability to work with Authority to meet its specific needs of the Project
- Preliminary Plans to Design, Construct, Finance, and Operate the Project
- Conceptual design for the Project consisting of rough drawings of a site plan, floor plans, elevations and illustrative sketches or computer renderings
- Drawings or Pictures representative of work similar to the Project
 - o Address of the project
 - o Type of project
 - o Dimensions of project
 - o Purpose of project
 - o Proposer's role in the project

5. Price

This section shall include the Proposer's maximum proposed percentage for each of the following fees as a portion of the final gross construction cost of the project:

- a. Any Proposer Development Fee, if applicable
- b. Any Architect, Engineering or Design Fees
- c. Any Construction or Construction Management Fees
- d. Whether the Proposer proposes to retain any contingency funds remaining after the project is completed or remit them to the Authority

6. Schedule

This section shall include the Proposer's proposed schedule using project milestones and shall include the proposed substantial completion date for the Project.

7. Confidential Information

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

8. Legal Requirements

This section shall include responses to the following documents:

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

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

No Default, Breach, or Bankruptcy. The RFP Response must include an affidavit, as provided in Appendix G, attached hereto and incorporated herein, of the Proposer's authorized representative affirming that the Proposer and/or its affiliates (a) are not involved in any current or pending litigation or legal disputes with any governmental entity; (b) are not in arrears to any governmental entity for any debt or contract; (c) are not a defaulter as surety or other obligation upon any governmental entity or (d) have not failed to perform faithfully in any previous contract with a governmental entity within the last five (5) years, and (e) have not, within the last five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency

proceeding. In the event Proposer cannot affirm representations (a)-(e), it must sufficiently detail the reasons why and provide the Authority with sufficient detail surrounding the event or proceedings.

VI. EVALUATION AND SELECTION

A. Responsiveness/ Minimum Qualification (Pass/ Fail)

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

B. Content of Proposal (Scored)

The Authority will complete an evaluation and ranking of the RFP Responses based upon the following criteria:

- **Business Structure:** 5 Points
- **A Team that is Diverse & Inclusive:** 5 points
- **Business Experience & Expertise:** 10 Points
- **Financial Stability:** 15 Points
- **Approach to the Project:** 20 Points
- **Conceptual Design:** 10 Points
- **Price and Financing Proposal:** 20 Points
- **Schedule & Logistics Planning:** 15 Points
- TOTAL** 100 Points

Although the overall Project costs are extremely important to the Authority in its selection of a Proposer, the Authority is also placing an emphasis on the Proposer's approach to the Project, including its proposed execution and Proposer's prior business experience, expertise, and financial stability.

APPENDIX A -- AUTHORITY'S PROJECT CRITERIA

This project will contain the following elements which should be addressed in the RFP response:

1. Renovation of facility to update the building and equipment to ensure that it is capable of supporting 21st century judicial operations.
2. Ensure that building will suit the needs of the various tenant stakeholders.
3. Manage the transition to and from temporary operational space for all building tenants.
4. Refresh all necessary structural elements of the building to ensure long term operational stability for the facility.
5. Recommend an exterior look that while not expensive ensures the building is attractive and a plus to downtown New Albany.

This Project should also incorporate creative approaches for the Authority consideration, including, but not limited to:

1. Seek opportunities for increasing energy efficiency and reducing ongoing operations and maintenance costs.
2. One example of a creative idea is the transformation of Hauss Square into a public plaza. Currently, Hauss Square offers approximately 28 parking spaces reserved for the public and law enforcement. While adequate parking has long been an issue for the City-County Building and the Lee H. Hamilton Federal Building and U.S. Courthouse. Addressing this matter would require a thoughtful strategy. However, the concept of a public plaza with attractive open space and landscape would certainly be an idea deserving a closer look by the key stakeholders including the Building Authority, the Floyd County Commissioners, the Mayor and Board of Public Works, and the General Services Administration (GSA).

APPENDIX B -- INSURANCE REQUIREMENTS FOR PROPOSER

The Proposer shall provide to the Authority evidence of insurance meeting the following specifications for Workers' Compensation, Employers liability, Commercial General Liability, Automobile Liability, Umbrella Liability and Professional Liability, if applicable.

1. Workers Compensation Insurance coverage in accordance with statutory requirements.

2. Employers Liability Insurance with limits of not less than \$500,000 Each Accident, \$1,000,000 Disease Each Employee, \$1,000,000 Disease Policy Limit. The policy shall be endorsed with a waiver of subrogation in favor of the Additional Insureds as identified below.

3. Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing similar coverage approved by the Authority naming the Additional Insureds below using ISO additional insured endorsement form GC 20 10 10 01 and GC 20 31 70 01, or equivalent. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of the Authority, and shall provide for 30-day notice of any cancellation thereof by Proposer. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the Authority per the following:

\$5,000,000 Each Occurrence (BI & PD Combined Single Limit);
\$5,000,000 General Occurrence (subject to per project general aggregate provision);
\$1,000,000 Personal Injury Liability to include coverage for employee-related claims;
\$2,000,000 Products and Completed Operations Aggregate

4. Automobile Liability Insurance on form ISO form CA 00 01 (or a substitute form providing similar coverage approved by Authority with a combined single limit of \$2,000,000 per accident naming Additional Insureds below. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of the Authority, and shall provide for 30-day notice of any cancellation thereof by Proposer.

5. Umbrella Liability Insurance with an aggregate and per occurrence limit of \$4,000,000, which shall be excess over the Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance and shall name the Additional Insureds below. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of the Authority, and shall provide for 30-day notice of any cancellation thereof by Proposer.

Additional Insured should be listed as follows:

New Albany-Floyd County Building Authority
Floyd County, Indiana

APPENDIX C -- PROJECT MATERIALS

- **FLOYD COUNTY SPACE NEEDS EVALUATION (12/2/20)**
- **CONDITION ASSESSMENT OPTIONS & RECOMMENDATIONS (2/1/21)**
- **BUILDING ASSESSMENT PROJECT UPDATE (4/6/21)**

APPENDIX D -- OUTLINE OF RFP RESPONSE

Proposers shall organize their responses to this RFP in the order set forth below. If a Proposer includes material in addition to the information specifically requested, Proposer shall append that material to the end of the most appropriately defined section of the outline.

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

APPENDIX E -- TRANSMITTAL LETTER

Proposer:

New Albany-Floyd County Building Authority
Scott Stewart, Treasurer, Building Authority, stewart.ts@gmail.com
Charles Edwards, Superintendent, New Albany-Floyd County Building Authority,
cedwards@floydcounty.in.gov

The undersigned (“Proposer”) submits this proposal in response to the Request for Proposal dated _____, 2022, as amended (“RFP”), issued by New Albany-Floyd County Building Authority (“Authority”) to design, construct, finance, operate, and maintain the Project. Proposer represents and warrants that it has read the RFP and any addenda issued by the Authority and agrees to abide by the contents and terms of the RFP.

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

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

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

By: _____ Date: _____

Printed: _____

Title: _____

APPENDIX F -- NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, AUTHORITY or thing of value on account of such sale.

OATH AND AFFIRMATION I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

BY: _____

PRINTED: _____

TITLE: _____

ACKNOWLEDGEMENT STATE OF _____, COUNTY
OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct. Subscribed and sworn to me this _____ day of _____, _____. _____ Notary Public
Signature My COMMISSION Expires:

APPENDIX G -- NO DEFAULT, BREACH OR BANKRUPTCY

Proposer:

New Albany-Floyd County Building Authority
Scott Stewart, Treasurer, Building Authority, stewart.ts@gmail.com
Charles Edwards, Superintendent, Building Authority, cedwards@floydcounty.in.gov

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

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

By: _____ Date: _____

Its: _____

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