

City of Noblesville, Indiana

Request for Proposals and Qualifications To Design, Build, Operate and Maintain the

Noblesville Events Center and Parking Garage

Through a Public-Private Partnership Agreement

Issued: **June 7, 2023**

1st Advertisement: Week of June 12, 2023

2nd Advertisement: Week of June 19, 2023

PSOQ Due Date: **June 28, 2023 at 10:00 AM**

1. EXECUTIVE SUMMARY/INTRODUCTION

1.1 OVERVIEW OF THE OPPORTUNITY

The City of Noblesville, Indiana (the “City”) 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 design, develop, build, operate and/or maintain the Noblesville Events Center (the “Events Center”) and Noblesville Parking Garage (“Parking Garage”) (collectively referred to as the “Project”) pursuant to a public-private partnership agreement (“PPA”) with a selected Offeror (the “Developer”).

Sealed Proposals in response to the City’s RFPQ shall be received by the City at the Noblesville’s Clerk’s office in City Hall, 16 S. 10th St., Noblesville, IN 46060 Attention to Evelyn Lees, until 10:00 a.m., local time, on June 28, 2023. Any PSOQ received after the designated time will be returned unopened. The proposals will be opened and read by the Project Selection Committee (the “Committee”) at their meeting on June 28, 2023, which meeting time and location will be separately noticed. The PSOQ should be clearly marked “RFPQ Noblesville Events Center and Parking Garage,” on the outside of the envelope.

Provide five (5) hard copies of your proposal and three (3) copies on portable USB drives. Any confidential information included in the PSOQ shall be labeled “CONFIDENTIAL” and shall be submitted on a separate drive, also labeled “CONFIDENTIAL”.

Developers may propose projects on land owned by the Developer or owned by the City. For City-owned land, throughout the term of the PPA, the City will own the land and will grant the Developer a construction easement for the purposes of constructing the Project. The City 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 and/or relocations to be the responsibility of the selected Developer.

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

Project Description

The Project involves the development, design, construction, procurement of FFE (furniture, fixtures, and equipment), for the full operation and maintenance of the new Events Center and Parking Garage. The location of the Events Center and Parking Garage must be in the City with a preference to a location east of State Road 37 and in proximity of exit 210, Finch Creek Park, and Hamilton Town Center. The Parking Garage must be located adjacent to the Events Center.

The City currently contemplates that the Project will include:

- The Events Center shall consist of the construction of a new minimum 3,400 seat venue which will be qualified to serve as a professional basketball facility for G-League games as conducted by the National Basketball Association Development League, subject to all G-League Rules and all G-League Specifications. A copy of the NBA G League Minimum Arena Standards is attached to this RFPQ as Attachment A. The Events Center should be constructed in a first-class manner and, to the

extent feasible, be capable of multi-purpose uses in addition to G-League games, such as conventions, conferences, other sporting events, concerts, professional meetings, and other such purposes. Design is expected to start immediately with vertical Construction anticipated to commence by November, 2023 with early works starting as early as August 2023 with full completion to occur by the end of 2024 for occupancy.

- Offerors should also submit proposals for the operation and management of the Events Center, under guidance from the City. Operation and management proposals should assume that the Events Center will be used as the home court for a G-League basketball team and the G-League team will need the facility approximately 40 days per year. Operation and management proposals should emphasize the revenue generation expectations and community benefit considerations of multi-purpose uses that are anticipated to be viable for the market and project features.
- Commitments from a selected offeror partner to provide minimum taxpayer contributions, revenue guarantees, risk share provisions, and related deal structure mechanisms that protect City interests in this community investment.
- The Parking Garage shall consist of the construction of a new parking garage adjacent to the Events Center with capacity for at least 600 parking spaces. Construction of the Parking Garage is anticipated to commence and be completed on the same schedule as the Events Center. Offerors should submit their proposals for outfitting the Parking Garage with security monitoring equipment, electronic vehicle chargers, LED lighting, elevators sufficient to accommodate events as the offeror deems appropriate, and automated PARCS (Parking Access and Revenue Control Systems) for all entrance and exits as well as any other items the Offeror deems appropriate for the Parking Garage.
- The City has a contractual relationship with Denison Parking for management and operation of two parking structures and on-street parking in downtown Noblesville. The City will consult with Denison as part of the RFPQ review and anticipates utilizing Denison to manage the Parking Garage once constructed and transferred consistent with the BOT agreement.

Site development for the Project shall include any and all site development required for the development of the Project, including, but not limited to, on-site and off-site utilities necessary to service the Project and related surrounding infrastructure, reconfiguration of existing utilities, hardscape/landscape, road and traffic control improvements (on, adjacent to the site, and off-site), parking modifications, overall site security upgrades, and utility improvements to and from the property boundary to support the Project.

The Project shall be separated into two separate projects. The Events Center shall be referred to as the “Events Center Project”. The Parking Garage shall be referred to as the “Parking Garage Project”. Offerors may submit offers on one or both of the Events Center Project and the Parking Garage Project. The City may select one offeror to develop the entire Project or separate offerors for each of the Events Center Project and the Parking Garage Project. This is an initial RFPQ and the City reserves the right to amend, alter, or expand the scope of the RFPQ with the issuance of addenda at any time. Such addenda shall be made available to all offerors at the time of revision.

All professional services and consultants required to design, build, operate and maintain the Project, including, but not limited to civil, structural, and MEPT engineering, AV/IT, security, procurement, etc., shall be selected and engaged by the Offeror, with the consent of the City.

1.2 PROJECT SITE & BUDGET

The Events Center and Parking Garage must be located in the City with a preference to a location east of State Road 37 and in proximity to exist 210, Finch Creek Park, and Hamilton Town Center. The Parking Garage must be located adjacent to the Events Center.

Project Budget

Offerors shall submit their proposals for funding the Project. The Project will be funded directly by the City through bonds and, if necessary, existing funds on hand. The Event Center's budget is estimated to be in an amount not to exceed Forty-Five Million Dollars (\$45,000,000). The Parking Garage's budget is estimated to be in an amount not to exceed Thirty-Five Million Dollars (\$35,000,000). Project budget adjustments may be considered if return on investment, revenue generation, economic impact, flexible use, related analysis, and alignment with partner priorities indicate that a budget adjustment would be warranted and in the long term interests of the community. Such budget adjustments will be considered during the evaluation and scoping processes set forth in this RFPQ. In addition to providing for the financing of the Project, the Offerors shall also indicate who and how they or the City will also provide for the payment of annual operating expenses for each of the Events Center and the Parking Garage. Offerors should include proposed financing structures and operating cost estimates with their offers and are encouraged to recommend financing structures utilizing tax increment financing with developer purchased or backed bonds.

1.3 PROCUREMENT METHOD

It is anticipated that the Developer 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 City during the construction process. The Offeror and the City shall negotiate a milestone payment schedule during the Scoping Period (as hereinafter defined), which will be incorporated into the PPA. It is anticipated that the Offeror will transfer the Project components to the City at the conclusion of an initial operation period with rights to retain the operator identified by the Offeror for the Project as the City's operator. Accordingly, the Build Operate Transfer ("BOT") procurement method is anticipated for this project.

1.4 PROJECT GOALS

The goals for the Project include but are not limited to:

- Design and build a state of the art Events Center within the budget for the Events Center that serves a first-class facility in the City;
- Design and build a first class Parking Garage adjacent to the Events Center;
- Ensure the Project is designed, built and constructed in an expedited manner with a targeted goal of completion and availability for occupancy by the end of calendar year 2024;
- Ensure first-class operation of the Events Center and Parking Garage, with demonstration of the ability to ensure to the extent possible full use of the Events Center for events in addition to G-League games such as conventions, other sporting events, concerts, professional meetings, and other such purposes;
- Achieve facility operational savings and promote placemaking and sustainability goals through selection and commissioning of efficient building systems, innovative design elements, and forward-thinking facility utilization strategies;
- Achieve operational efficiency through efficient planning of space to accommodate various processes and activities;
- 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;
- Sustainable design is a key attribute that must be considered and incorporated into the Project. This preference may include: (i) energy efficient design; (ii) consideration of renewable energy systems; (iii) reduction of storm water runoff, water usage and sanitary reduction while demonstrating the ability to deliver lowest first cost approaches; and (iv) any other energy/environmental efficiency mechanism available that could be used to obtain funding from any source of federal funding or federal program; and
- Support community attraction and use of the Project.

1.5 PROCURING AGENCY

The City, by and through its Board of Public Works and/or Common Council, will be the procuring agency for the Project. The City's Redevelopment Commission will also participate in the procurement.

1.6 KEY STAKEHOLDERS

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

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 (i.e., the Project). For a performance bond, an amount not less than fifty percent (50%) of the cost to design and construct the public facility (i.e., the Project). 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 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.

Pursuant to this authority and in accordance with the process described in this RFPQ, the City intends to select a Developer and/or Developer Team to enter into a PPA with the City. The selection of the Developer and/or Developer Team will be based on the City's evaluation of the factors and criteria described within 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 will evaluate the original PSOQs or, if applicable, Revised Proposals, based on the criteria described in the RFPQ.

The City intends to negotiate with and award a professional services agreement with one of the Offerors (the "Scoping Agreement") for the purpose of further defining the scope, performing design services, performing engineering and/or architect services, programming, and total cost of the Project, including a GMP (the "Scoping Period"). Upon completion of the deliverables within the Scoping Agreement, the City intends to enter into a PPA that includes the 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 City reserves the right to terminate the Scoping Agreement at any time pursuant to its terms and enter into negotiations with another Short-Listed Offeror. The Events Center Project and the Garage Projects shall each have their own separate GMP and GMP Proposal.

Questions regarding this RFPQ must be submitted in writing via email to the City's Designated Representative, Matt Light (mlight@noblesville.in.us). The City 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 upon an Offerors request for the same.

Offerors shall not contact, communicate with, or discuss any matter relating to this RFP during the procurement process with any elected official of the City, 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 RFP or other information furnished by the City with this RFP. 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

Issue Request for Proposals and Qualifications		June 7, 2023
PSOQ Due Date		June 28, 2023 (Due by 10:00 AM)
Public Hearing and Selection of Developer		July 25, 2023
Award and execution of Scoping Agreement		July 25, 2023

This schedule is subject to modification at the discretion of the City. 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 that clearly designates 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 City intends to establish a GMP for this Project at the end of the Scoping Period and prior to execution of the PPA. The Offeror shall present an Execution Plan within the PSOQ, including the team's approach and timing for establishing a GMP for each of the Events Center Project and the Parking Garage Project. The Offeror shall include its proposed strategy, if any, for shared cost savings, with a narrative describing how such a strategy will provide the City with the lowest total borrowing amount and GMP. The Events Center Project and the Parking Garage Project shall each have their own separate GMP and GMP Proposal that will be included in the eventual PPA.

- Project Schedule

A milestone design and construction schedule for the Scoping Period of the Project shall be included with the PSOQ and will be attached to the Scoping Agreement, including a narrative describing how such schedule shall be developed with the City to meet its scheduling objectives. The Events Center Project and the Parking Garage Project may have the same Project Schedule or may each have their own separate Project Schedule.

- 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 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, Designer, Project Type and Size.

The City is willing to consider proposals that take innovative approaches to: (a) energy efficiency and usage; (b) long-term operation, maintenance, and lifecycle replacement of the Project; or (c) other strategies that would improve quality while reducing total Project cost. Offerors should include any information related to the operation, maintenance (short and long-term), warranties, or replacement of all or portion of the Project within its PSOQ response.

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

Provide a statement of the Offeror's financial capacity relative to the scope of the Project. State whether the Offeror or any of its team members, officers, principals, shareholders, or significant investors have filed bankruptcy, voluntarily or involuntarily, or has defaulted on a loan or other financial obligation in the past ten (10) years.

List any lawsuits filed against the Offeror or its affiliates in the last 5 years, and the current status of the lawsuit or resolution. Describe any pending or contemplated litigation or conflicts of interest which are material to the Offeror's business, financial condition, or qualifications for the Project.

Identify any current projects and status of those projects that may compete with the Project.

- **Non-Collusion Affidavit**

Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFPQ process by executing and returning with its Proposal the Non-Collusion Affidavit in the form of Attachment B.

- **Interviews**

The City intends to conduct interviews with Offerors and the Offeror's team. The PSOQ shall include availability for interviews and the proposed representatives of the team that will sit for such interviews. The PSOQ shall also include whether interviews will need to be coordinated in person or over remote means or a mixture of both.

- **Main Narrative**

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

- Identification of the team proposed by the Offeror to design, develop, construct, operate, and maintain the Events Center and the Parking Garage.
- 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. The Events Center Project and the Parking Garage Project may have the same Execution Plan or may each have their own separate Execution Plan.

2.3 PROPOSAL EVALUATIONS

2.3.1 EVALUATION COMMITTEE

The successful Offeror will be determined by the Board of Works. The Evaluation Committee shall provide their recommendation to the Board of Works for final approval. The Evaluation Committee will consist of the following individual(s):

- Matt Light – Deputy Mayor (voting member and chair)
- Andrew Murray – Director of Economic Development (voting member)
- Aaron Smith – Common Council President (voting member)
- Jack Martin – President of Board of Works and President of Redevelopment Commission (voting member)
- Mel Raines – President & Chief Operating Officer, Pacers Sports and Entertainment (voting member)
- Sarah Reed – Community Development Director (voting member)
- Bose McKinney & Evans LLP – City Attorney (non-voting/advisory member)

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

2.3.2 EVALUATION METHODOLOGY

The City’s decision to enter into a PPA with an Offeror will be made on the basis of the best qualified Offeror’s qualifications, Project Approach, and ability to deliver the City with the best value over the life of the Project. The City reserves the right to reject all offers and shall make a decision it believes is in the best interest of the City’s residents. The City reserves the right to assemble a team from the proposals received. If an Offeror does submit a proposal as a team, the City reserves the right, and has the sole discretion, to amend the Offeror’s team if it is believed to be reasonably necessary by the City. Price will be a component but not the only component considered by the City. The City will weigh the ability to deliver the best value over the life of the Project as the primary component. The proposal does not need to be accompanied with a certified check, but final selections are subject to the financial responsibility and bonding components laid out in this RFPQ. The Evaluation Committee will be having discussions with offerors for the purpose of clarification to assure full understanding of and responsiveness of the solicitation requirements and to engage in negotiations as permitted by Indiana Code.

2.3.3 ACCEPTANCE OF PROPOSAL

Award of a PPA will be made to the qualified Offeror whose overall PSOQ, in the City’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 execute a Scoping Agreement with the City as set forth in the RFPQ and without exception, and in such number of counterparts as the City may request. During and upon completion of the services to be performed in the Scoping Agreement, the parties shall negotiate the PPA, including the final GMP for each of the Events Center Project and the Parking Garage Project.

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 City may grant, based upon reasons determined adequate by the City, shall constitute a default, and the City 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 City, 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 City and shall correspond with City regarding the RFPQ only through City'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 Members of the Board of Works, any member of the City Council, or with any City staff involved with the procurements, except for communications expressly permitted by the RFPQ (including with members of the Evaluation Committee which are authorized to the extent appropriate and necessary to evaluate proposals and/or negotiate revisions) or except as approved in advanced by the City. The foregoing restriction shall not, however, preclude or restrict communications with regard to 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 City.
- (c) No Offeror may prohibit subcontractors that are shared between two or more Offeror teams from communicating with their respective team members.

3. DEVELOPER RESPONSIBILITIES

3.1 ENVIRONMENTAL

It will be the Developer'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 City is not aware of any environmental issues on the sites 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 City will make results of any geotechnical investigations available to all Offerors. The Developer may, at its option, choose to pursue additional geotechnical investigation in connection with the Project during the Scoping Period. The City will retain responsibility for any site conditions that differ from the geotechnical investigations made available to Offerors, if any.

3.4 UTILITIES

It will be the Developer's responsibility to coordinate all utility services to the Project sites, with the assistance of the City provided as necessary. If off-site infrastructure is anticipated, proposals for the City's requested financial assistance, if any, in delivering such infrastructure should be spelled out in the PSOQ.

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 City. All requests for deviations shall be included in the PSOQ documentation.

3.6 CONSTRUCTION

Developer will be responsible for construction 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, scoreboard, seating, environmental graphics, and specialty equipment, unless otherwise noted. The FFE will be defined through the Scoping Agreement and evaluation processes.

3.8 RELOCATION

Developer may be responsible for providing relocation services for the Project. This includes providing required temporary secure rooms or enclosures to meet operational security requirements of stakeholders. Some staff and services will be relocated more than once to accommodate construction activity in any of the existing buildings.

3.9 LIFECYCLE MAINTENANCE

Developer will be responsible during the Operating Period (as hereinafter defined) for lifecycle maintenance, repairs, and capital replacement necessary to sustain the Project. All costs associated with such lifecycle maintenance, repairs, and capital replacement shall be paid per the terms of the PPA.

3.10 FACILITY MANAGEMENT SERVICES

Developer will be responsible for keeping occupied areas clear of construction debris and traffic during the terms of the PPA. Developer must be flexible in accommodating existing building operations and communicate clearly with occupants of the building to ensure that construction operations cause minimal impact to daily operations of the occupants.

Final clean of entire building exterior of the addition and existing building should be completed after the completion of the renovation.

3.11 HANDBACK

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

3.12 SECURITY

Developer will be responsible for security of the Project until completion and handover of each phase of the Project. At all times, the City will be allowed to provide additional security and/or limit Developer access to all occupied or critical/sensitive areas of the existing building(s) or addition(s).

3.13 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 at least one (1) year 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 City 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.

Attachment A

NBA G League Minimum Arena Standards

Following are the minimum standards for any relocation arenas for NBA G League play. Throughout the relocation process, teams should be in contact with the NBA G League Office to assess specific arena designs and details in order to determine whether a venue can host an NBA G League team. Teams are encouraged to exceed or expand on these guidelines where and when appropriate. Final approval of arenas is at the discretion of the NBA G League Office.

CAPACITY

- Minimum capacity of 1,500 (recommended maximum capacity of 5,000).

BASKETBALL FACILITIES

Home and Visiting Team Facilities

- Locker Rooms:
 - Arenas must have a minimum of two (2) locker rooms, one (1) for the home team and one (1) for the visiting team, that are equipped to hold the NBA G League roster of 15 players and all basketball operations staff.
 - There should be a minimum of 15 lockers in each locker room. Each locker must be accompanied by a chair and lock or safe to secure valuables.
 - Locker rooms must be climate controlled, carpeted, and equipped with high-speed wireless internet, a high-definition TV with an HDMI connection, a dry-erase white board, and a game clock or monitor showing the game clock feed.
 - Minimum recommended space for each locker room is 750 square feet (exclusive of showers and bathrooms as described below).
- Showers and Bathrooms:
 - Each locker room must be accompanied by showers and bathrooms. There should be a minimum of five (5) shower heads in each shower room at a minimum height of 8'.
 - Each bathroom should contain a minimum of two (2) toilet stalls, two (2) urinals and three (3) sinks.
 - Minimum recommended space for the shower room and bathroom is 400 square feet.
- Training Room:
 - Each locker room must have a training room.
 - The training rooms must contain lockable cabinets for medical supplies and a minimum of two (2) full-sized training tables.
 - Training rooms must be located within the team locker room or adjacent room to team locker rooms.
 - Minimum recommended space for each training room is 250 square feet.
- Laundry Room:
 - Laundry room facilities containing two (2) commercial grade washers and two (2) commercial grade dryers are strongly recommended.
 - Minimum recommended space for the laundry room is 200 square feet.
- Coaches' offices:
 - Two coaches' offices (one for each team) are required to house the head coaches and all basketball operations staff.
 - Each office should contain a minimum of six (6) lockers, any desk and storage space required to reasonably meet the needs of a NBA G League coaching staff, high-speed wireless internet, and a dry-erase white board.
 - There must be a separate dressing room available for female staff. The dressing room shall be in the same general vicinity of the visiting team locker room. It will be the responsibility of the visiting team to notify the home team of the need for an additional dressing room for any particular game. Access to both coaching

offices and locker rooms must be monitored by security at all times once the visiting team has entered the facility.

- Offices should be located in or adjacent to the team locker rooms.
- Minimum recommended space for each office is 350 square feet.
- There must be separate circulation paths to the court for the home and visiting teams. Circulation paths must be in controlled, restricted, and secured areas and free from fan interference.

Game Official Facilities

- **Locker Rooms:**
 - Teams must provide two (2) separate, but adjacent locker rooms for game officials. Locations should not be positioned adjacent to home or visiting team locker rooms or in the view or path of back-of-house areas which are accessible to fans (e.g., premium restrooms, hospitality areas, relative waiting area, etc.). Two (2) separate locker rooms must be available for every game as needed.
 - There should be a minimum of three (3) lockers in each locker room. Each locker must be accompanied by a chair and a lock or safe to secure valuables.
 - Locker rooms must be climate-controlled, carpeted, and equipped with high-speed wireless internet, and a game clock or monitor showing the game clock feed.
 - Minimum recommended space for each locker room is 200 square feet (exclusive of showers, bathrooms, and lounge areas as described below).
 - At least one (1) of the two (2) locations must have a lounge area large enough to accommodate five (5) persons with seating for any necessary pregame or postgame discussions.
- **Showers and Bathrooms:**
 - Each locker room must be accompanied by showers and bathrooms. There should be a minimum of two (2) shower heads in each shower room.
 - Each bathroom should contain a minimum of two (2) toilet stalls, one (1) urinal and two (2) sinks.
 - Minimum recommended space for the shower room and bathroom is 250 square feet.
 - There must be separate circulation paths to the court for the officials. Circulation paths must be in controlled, restricted and secured areas and free from fan interference.

Storage Facilities/Other

- A minimum of 200 square feet of space must be made available for the exclusive use for basketball team equipment storage only (e.g., basketball, uniforms, shoes, towels, etc.).
- An additional 640 square feet must be available for court and other game equipment storage (e.g., back-up basket stanchion/support).

- This space must be adjacent to the event floor. The size should be coordinated with the selected court manufacturer. The ceiling height should be made to accommodate potential forklift access.

ARENA EQUIPMENT

Playing Court

- The playing court must be manufactured by Homer Sports Flooring, Robbins Sports Surfaces, or Connor Sports Flooring.
- The size of the court should be a minimum of 114' by 50'. This is inclusive of the baseline aprons which must be a minimum of 10' deep, the sideline aprons which must be a minimum of 5' wide, and the playing surface which should measure 94' by 50'.
- No floor plates related to use of the court for other purposes (e.g. volleyball) are allowed.
- Any floor markings, court lines, and court designs must be approved annually by the NBA G League. Court designs must include the logo of the G League team (or NBA if playing at NBA arena) and cannot contain the logo of a college or high school.
- No decals may be used on the playing surface or baselines; logos must be painted on surface.
- No physical structure or item (e.g., ceiling, ducts, center-hung scoreboard, banner, etc.) may be located less than 35' over the floor.
- Cooling and heating systems must maintain necessary temperature and humidity conditions. Temperature values between 65-72 degrees Fahrenheit and relative humidity values of no more than 55% at the court and event level are required.
- On both sides of, and immediately adjacent to, the basket stanchions, a space of 5' must be reserved for the "escape lanes," which must be marked by a painted line and maintained during all games.

Game and Courtside Equipment

- Spalding portable basket stanchions/supports that are capable of being anchored to the floor are required, unless otherwise permitted by the League. Basket stanchions/supports, including the bottom and side surfaces of backboards, cross pieces and braces, must be fully padded and pads must be of a color approved by the League.
- The minimum distance from the outside of the baseline to the front padding of each stanchion must be 72 inches.
- Spalding Super Glass Pro backboards and Spalding positive-lock rims are required, unless otherwise permitted by the League. All backboards/rims must have the NBA G League logo decal affixed in the lower left-hand corner. Additionally, all backboards are required to contain LED lighting as outlined in the Operations Manual in order to

indicate expiration of time and 24-second clock. These lights should be synchronized with each clock accordingly.

- Wilson basketballs and ball-racks designated and provided by the League prior to team training camps must be reserved and used for games, practices, and shoot-arounds.
- All nets used during NBA G League games will be provided by the League, and otherwise must be of the anti-whip type, 18" in length.
- The game clock and 24-second shot clock should be a minimum size of 26" wide x 24" high with clear 6" numbers on the game clock and red 12" numbers on the 24-second shot clock. Each should be mounted on the backboards but can also be suspended by cable, with the prior written approval of the League Office. All other clocks in the arena must be synchronized with the shot and game clocks.
- Each team is required to maintain one (1) spare stanchion/support and one (1) spare backboard with pressure-release rim attached. The spares must be stored on dollies and in locations that make them easily accessible during games, so that a replacement can be made immediately. The game clock and 24-second shot clock must be able to be remounted to the replacement backboard.
- When not in use, all stanchions/supports and backboards/rims must be stored and maintained in a way that will minimize damage and undue stress.
- Each team must have a back-up set of floor clocks in its arena for every home game.
- Each Team shall secure LED digital scorer's table signage for use at home games, by October 1 of each season. Such signage must: (i) be at least twenty-four feet (24') and no more than sixty feet (60') in length, (ii) feature a maximum pixel pitch of six (6) millimeters; (iii) feature dimming functionality and that dimming functionality must be set to 20-25% of the maximum brightness (which is required to be adjusted by the team at the League's request); and (iv) the League must review and approve the table if it is made by a manufacturer other than Daktronics or ANC.

BROADCAST GUIDELINES

NBA G League Streaming

- All team home games must be produced for streaming pursuant to the terms of the most recent Broadcast Regulations. Immediately following each game, the home team must transfer the recording of the game in accordance with technical specifications to be provided by the League.
 - In order to provide the best product for the NBA G League streaming initiative, the league has partnered with Zayo to supply each team with an encoder to stream the games. The encoder will require an internet connection as well as an HD-SDI feed.
 - Teams will be required to provide a minimum of 40 mbps of dedicated symmetrical bandwidth for upload and download. This bandwidth will support NBA G League streaming, statistics and photos.

Space and Location Requirements

- **National Television**
 - The home team must provide a courtside table that is at a minimum of twelve (12') feet long and two feet (2') deep (with a minimum of three feet (3') of unobstructed space behind the table) for six (6) announcer positions and centered exactly on the mid-court line opposite the team benches.
 - The home team must provide cable runs from this courtside location to television trucks and ensure that the location is pre-wired for television and stat monitors. The home team must provide two-row depth for broadcasters, monitors of at least 9", telestrators, security, etc.
 - If requested by the League Office, the home team shall also make available to the national telecaster, at minimum, a 20' by 20' area that offers the court as a backdrop and which is approved in advance by the NBA G League Broadcasting Department for use as a telecast host position. This area must have a minimum of 10' clear ceiling height above the finished floor at the host seating location all the way to the camera location to allow for studio lighting.

- **Local Broadcast**
 - All local television and radio announcer locations must be unobstructed with clear sightlines to the court and must be pre-wired for high speed internet access, television and stat monitors.
 - Even if not being used, the home team must have the capability to provide (a) four (4) positions for home radio, (b) four (4) positions for home television, (c) four (4) positions for visiting radio and (d) four (4) positions for visiting television (16 positions total).
 - The home team must locate television announcer locations opposite team benches and radio announcer locations must be between the baselines or in a section immediately adjacent to a between-the-baseline location.
 - The home team must provide to the telecaster, at no charge, reasonable space and locations in its arena, including three (3) center-court camera positions opposite the team benches, both an upper level and lower level end zone camera location and a center-court talent position at floor level on the same side as the cameras.
 - It is recommended that a main mid-level center court camera platform be in place that is at least 15' wide and 10' deep in order to accommodate up to three (3) cameras and three (3) operators. The position of this platform must be on the opposite side of the court from the team benches. Final positions are subject to league approval and must be communicated in advance.
 - A minimum of five (5) standard or handheld camera positions must be made available, as follows: one (1) handheld camera under each basket (2 total), one (1) play-by-play hard camera, center court high; one (1) "iso/tight" hard camera, next to the play-by-play camera, and one (1) "low slash" camera (right/left-locations vary). Additionally, one (1) handheld camera situated off the playing

surface adjacent to the announce location, one (1) high "end zone" or "beauty" camera (locations vary), and one (1) additional "slash" (locations vary) may be requested by the network. All camera locations must be unobstructed by spectators.

- For streaming, a minimum of three (3) standard or handheld camera positions must be made available, as follows: one (1) handheld camera under each basket, and one (1) play-by-play camera at mid-level center court.
- For all games (including nationally televised games), the home team must make available an area sufficient to park one (1) 60' long by 16' wide semi-truck (with side steps) as close to the playing surface as possible, without obstructing fire exits.
- In the event exigent circumstances require the visiting team telecaster's and/or national telecaster's truck to be parked in a location materially farther away from the playing surface than the normal location of the home team telecaster's truck, the home team shall be responsible, at no incremental cost to the visiting team telecaster and/or national telecaster, for ensuring that the visiting team telecaster and/or national telecaster is provided the additional cabling required by such farther location and that the quality of the visiting team's telecaster's and/or national telecaster's signal is not diminished on account of the required location.
- If possible, there should be a designated television truck parking area that is separate from the loading dock area so as not to be affected by other events or building services.
- The home team must ensure that there are a minimum of two (2) direct-dial unrestricted telephone lines available. 200 AMPS of three-phase electricity/208 volts must be provided.
- Camera locations:
 - Truck locations available at the truck parking location, in addition to ready access to wiring conduit to each of the broadcast locations and camera positions. An area must be provided for a 60' long, 12' wide satellite uplink able to "see" the Southern sky at a wide angle. An additional 100 AMPS of three-phase electricity/208 volts should be made available for the satellite uplink. It is the responsibility of the visiting team to make its own transmission (Telco) arrangements. Additionally, sufficient space should be provided for a network house trailer for catering and office set-up when needed.
 - The home team must ensure that parking space and power are provided for a minimum of one (1) ENG truck with cabling to the playing floor and locker rooms. Power must be located within 150 feet of the parking area.
- It is the responsibility of the home team to provide all necessary power (hook-up, usage and disconnect -- including labor) at no cost to the visiting team telecaster and/or national telecaster or the NBA G League.

ILLUMINATION

Court Lighting

- Illumination for a NBA G League venue should be designed primarily for television broadcasting while minimizing glare for the players and spectators. The light on the court shall be bright and uniform. From the boundary lines of the court (94' by 50') into the seating areas, the illumination should significantly fade. Since many arenas may be multi-purpose facilities, attention should be given to properly focus lighting for all NBA G League games. This may require refocusing after concerts, etc.
- Court lighting minimums:
 - Horizontal Illumination 100 – 150 fc
 - Main and Reverse Angle Cameras 65 fc
 - Baseline Camera 50 fc
 - Max/Min Uniformity Ratio 1.35:1
 - Uniformity Gradient 1.35:1
 - Coefficient of Variance <0.15
 - Horizontal to Main Camera Ratio 1.7:1

Additional Lighting Notes

- All foot candles (fc) values are average maintained, using a .80 light loss factor for metal halide sources and a .90 light loss factor for LED.
- Should a team be considering LED Sports Lighting, they must consult with the League before purchase.
- Color temperature for light sources must be no less than 3000K and no greater than 4500K.
- Illumination criteria for the main and reverse angle cameras on the court must be achieved (as per above). Horizontal illumination on the court may vary due to angle relationship of catwalk (fixture mounting location) to court, however we recommend at least 100 fc.
- Measurements should be taken 3' above the court. The meter should be facing the ceiling to measure horizontal illumination and face each camera to measure main, reverse, and baseline camera illumination.
- Arenas must be equipped with instant re-strike or shuttered lighting technology, and full lighting conditions must be restored in time to permit tip-off in accordance with the uniform game timing format.

