

**REQUEST FOR PROPOSALS TO DESIGN, BUILD, AND OPERATE THE DELAWARE
COUNTY MENTAL HEALTH AND REHABILITATION CENTER AT THE DELAWARE
COUNTY JUSTICE AND REHABILITATION CENTER THROUGH A PUBLIC-PRIVATE
PARTNERSHIP AGREEMENT**

Issued: December 20, 2021

Responses Due: February 18, 2022

Contact: John Brooke, Delaware County Attorney
112 E. Gilbert St.
Muncie, IN 47305

Table of Contents

	<u>Page</u>
I. INTRODUCTION	1
A. Statement of Intent and Project Overview	1
B. Delaware County Mental Health & Rehab Center	1
C. Goals and Objectives of the Project	1
D. Overview of Procurement Process	2
1. Review RFP Responses.....	2
2. County Recommends Offeror as its Developer for the Project and the Parties Enter into a BOT Agreement.....	2
II. PROJECT SPECIFICATIONS	3
A. Project Overview	3
B. Project Site	3
C. Responsibilities of Developer	3
1. Design	3
2. Site Development	4
3. Construction	4
4. Operations	4
5. Project Financing.....	4
6. FF&E.....	5
III. PROCUREMENT PROCESS	5
A. Public-Private Agreement	5
B. Negotiations	5
C. Recommendation/Public Hearing.....	5
D. BOT Agreement	5
E. County’s Reserved Rights.....	6
F. Anticipated Procurement Schedule	6
IV. SOLICITATION & RFP REQUIREMENTS	6
A. Submission Deadline.....	6
B. Delivery of Response	6
C. Questions and Requests for Clarification.....	7
D. Addenda to the RFP	7
E. Modification & Withdrawal of RFP Responses.....	8
V. FORMAT AND CONTENT OF RFP RESPONSE	8
A. Format of Response.....	8
B. Organization.....	8
C. Content of Response.....	8

Table of Contents
(continued)

	<u>Page</u>
1. Offeror’s Business Structure	8
2. Offeror’s Business Experience & Expertise.....	9
3. Business Financials	10
4. Offeror’s Approach to the Project	10
5. Price.....	11
6. Schedule	11
7. Confidential Information.....	11
8. Legal Requirements.....	11
VI. EVALUATION AND SELECTION.....	12
A. Responsiveness/ Minimum Qualification (Pass/ Fail)	12
B. Content of Proposal (Scored)	12

I. INTRODUCTION

A. Statement of Intent and Project Overview

Delaware County, Indiana, an Indiana county duly organized pursuant to the laws of the State of Indiana (“County”), issues this Request for Proposal (“RFP”) to prospective entities interested in submitting a proposal (“Offerors”) to (a) develop, design, build, and finance the County’s Mental Health and Rehabilitation (referred to herein as either “Rehab Facility” or “Project”); as more particularly defined herein, all pursuant to a public-private agreement to be entered into between the County and the recommended Offeror (“Developer”) in accordance with Ind. Code §5-23 et seq., (the “Act”).

B. Delaware County Mental Health and Rehabilitation Center

The Delaware County Board has moved the Delaware County Justice Center and Jail facilities into a new facility located at 3100 N. Tillotson Ave. The Board of Commissioners originally contemplated a Mental Health and Rehabilitation Center to be built in the new facility and become a part of mental health treatment environment in Muncie and Delaware County at a point in the future. The onset of the COVID-19 pandemic that was suffered by everyone in the United States exposed the need for more immediate mental health facilities and rehabilitation services in the community. Delaware County experienced a significant increase in the number and severity of mental health issues that needed to be addressed. Generally local law enforcement was contacted to deal with these types of issues because of a lack of resources in the community. Often times law enforcement’s only option was to place people with mental health issues in the Delaware County Jail instead of being treated as needed. More and more often law enforcement was being called by family members, friends, neighbors or even strangers to help deal with someone that was having a mental health crisis. Additionally, during the course of the pandemic, Delaware County law enforcement as well as emergency medical services were being overrun as a result of a rapid influx of substance abuse incidents. Both mental health and substance abuse matters had overwhelmed an already above capacity health care system treating people with COVID-19 infections. People in Delaware County were dying not only COVID-19, but also mental health and/or substance abuse problems that could not be adequately treated.

The Board of Commissioners recognized that there was an acute need for their contemplated mental health and rehabilitation facility because of the pandemic, sooner rather than later. The Board of Commissioners of Delaware County have committed money from the American Rescue Plan to help construct and operate a mental health and substance abuse rehabilitation center at the existing Justice Center. It is anticipated that the Project may involve both renovation and new construction.

A. Goals and Objectives of the Project

The County now seeks private involvement in developing the Project. The Project Construction Developer’s obligations include: (i) Project site engineering, (ii) renovation of existing improvements on the Project site, (iii) development and construction of the mental health rehabilitation and substance abuse components, including renovations, in accordance with the conditions described in this RFP, (iv) purchasing certain furnishings, fixtures and equipment (“FF&E”). The successful Project Construction Developer shall work with Services Developer on the design, renovation and selection of the fixtures and FF&E for the facility.

The procurement process is designed to encourage innovative and creative plans to complete the Project. Through this public-private partnership procurement, the County seeks (1) budget certainty (2) reduced financial risk from cost overruns; (2) innovative approaches to financing; (3) an aggressively expedited design and construction timeline; (4) innovative approaches to design, development, and construction of the Project.

B. Overview of Procurement Process

The Act authorizes the County to solicit responses to a request for proposals, conduct discussions with Offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, to receive best and final offers with responsible Offerors who submit proposals that are determined to be reasonably acceptable for being selected for a public-private agreement, and to enter into a Build, Operate, Transfer (BOT) agreement with the Developer to design, construct, operate, maintain, and finance a public facility on behalf of the County and to transfer the public facility back to the County at an established future date (“BOT Agreement”).

The County’s procurement process will be divided into the following, sequential steps:

1. Review RFP Responses.

The County will review responses to this RFP to determine Offerors’ experience, expertise, proposed approach and conceptual design and capacity to satisfy the terms of a BOT Agreement for the Project and thereby determine the responsibility and responsiveness of each Offeror. If an Offeror is not Responsive or Responsible, the County may, in its sole discretion, disqualify that Offeror from further consideration.

2. County Recommends Offeror as its Developer for the Project and the Parties Enter into a BOT Agreement.

After the best and final offers from responsible Offerors have been received and scored, the County shall either make a recommendation of an Offeror as its Developer for the Project to its Board of Commissioners (“Board”) or, in its sole discretion, the County may terminate the RFP process. The Board shall entertain the County’s recommendation to enter into a BOT Agreement at a duly noticed public hearing. Any such notice shall include a statement indicating that the proposals and an explanation of the basis upon which the recommendation is being made are available for public inspection and copying at the principal office of the Board during regular business hours.

At all stages, up and until the best and final offers from the responsible Offerors have been received, the County reserves, in its sole discretion, the right, but not the obligation, to discuss this RFP with Offerors to clarify the Offerors’ understanding of and responsiveness to the solicitation requirements and to negotiate with Responsive and Responsible Offerors.

Since this Project will be procured utilizing Ind. Code 5-23, it is not considered to utilize “public funds”, as defined in Ind. Code 5-22-2-23. As a result, the Developer will not be required to comply with the public works statute (Ind. Code 36-1-12).

II. PROJECT SPECIFICATIONS

A. Project Overview

The developer's Project obligations include: (i) renovation of the existing improvements on the project site, (ii) project site engineering, (iii) development and construction of the mental health and substance abuse area and other components, including renovations, in accordance with the conditions described in this RFP, and (iv) purchasing certain furnishings, fixtures and equipment ("FF&E"). To the extent possible, all proposals should incorporate the criteria described in Appendix A to this RFP ("project criteria"). The project criteria have been developed to provide Offerors guidance as to the County's objectives for the project, including use, space, price, time, site, lifecycle and expansion possibilities. Offerors are encouraged to use the project criteria as a basis for submitting proposals that contain conceptual plans, detailed design criteria, performance and material specifications, sustainability and energy efficiency elements and other creative and innovative features consistent with the project. The Developer shall be responsible for all aspects of the design, construction, financing, and operation of the Project, including FF&E. The developer shall also be required to provide performance bond and insurance coverage in connection with the construction work as described in Appendix B to this RFP. The County anticipates the Project should cost \$1,000,000 depending on the design features incorporated into a developer's proposal. The criteria described in Appendix A attached hereto and incorporated herein (the "Project Criteria").

B. Project Site

The County owns and operates a Justice Center at 3100 S. Tillotson Avenue, Muncie, Indiana, and has an area in the Justice Center that has been dedicated to this mental health and rehabilitation facility. The County will provide Developer all necessary rights of entry to enter and access the Project Site to fulfill its obligations under this RFP, as the property is a county owned property. To the extent the County possesses any additional information regarding a proposed Project Site; the County will provide that information to all Offerors upon request.

The County shall lease the facilities and real property owned by the County upon which the facilities are to be located to the Developer for a predetermined period. The BOT Agreement must provide for ownership of all improvements by the County, unless the County elects to provide for ownership of any portion of the Project by the Developer during the term of the BOT Agreement. In this case, ownership reverts back to the County upon the termination of the BOT Agreement.

C. Responsibilities of Developer

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

1. Design

The Developer shall be responsible for all aspects of the Project's design, which shall comply with all applicable laws, statutes, and/or ordinances as existed at the time of performance of such design services ("Laws"). Developer shall submit for County's approval completed (a) schematic designs and specifications; (b) design development drawings and specifications; and (c) construction documents and specifications.

2. Site Development

The Developer shall perform surveys (ALTA), inspections, examinations, studies, and investigations, including without limitation, environmental assessments like Phase I studies (and Phase II if required due to outcome of Phase I study), necessary to complete and deliver the Project in the required condition (which shall require the work to be in conformance with the contracts as defined herein (“Property Inspections”). In the event the Developer discovers or encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this RFP or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this RFP, the BOT Agreement shall be subject to a mutually agreed upon equitable adjustment in time and compensation.

Further, the Developer shall be responsible for providing hardscape and landscape necessary to complete the Project as specified in the BOT Agreement and as required by the Laws. Additionally, Developer shall obtain all permits and approvals necessary for the completion of the Project and cause necessary utility relocations to be performed.

3. Construction

Developer shall be responsible for constructing the Project including, 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 County desires that the Developer transfer the Project to the County approximately 18 months after construction commences; provided that a certificate of occupancy has been issued by that time.

4. Operations

Pursuant to the BOT Agreement, which shall include a Declaration of Covenants and Easements (“Declaration”), the Developer may operate the Project for the benefit of the County during the term of the BOT Agreement. The Declaration shall, among other issues, (a) provide the County an easement to the Police Station 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 County and Developer in the BOT Agreement.

5. Project Financing

The County has obtained funds from the American Rescue Plan which are dedicated to this project for all construction costs. Developer shall provide the financing (including any required debt and equity) necessary to complete the Project as described in the BOT Agreement. As part of the BOT Agreement, Developer shall guarantee a Maximum Project Cost. In consideration of Developer’s performance of the work necessary to complete the Project, Developer shall be paid an amount not to exceed the Maximum Project Cost which amount shall be paid to Developer pursuant to a funding agreement included in 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 Developer, except as may otherwise be provided in the BOT Agreement. The County may utilize a combination of bond anticipation notes, bonds and/or other legally available funds to pay Developer in accordance with the terms of the BOT Agreement.

6. FF&E

Developer 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 County to solicit proposals in response to its RFP, conduct discussions with Offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, receive the best and final offers of responsible Offerors 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 a Developer 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 Developer will be based upon (a) responses to this RFP and (b) negotiations for the best and final offer, as more particularly described herein. The County may refuse to disclose the contents of proposals during discussions with eligible Offeror(s).

B. Negotiations

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

C. Recommendation/Public Hearing

If a recommendation to award the public-private agreement is made to the Board, the Board 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 Board 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 Board shall make a determination as to the most appropriate response to this RFP and may award the public-private agreement to the successful Offeror(s). If the County terminates this request for proposal process, the County may, at the option of the County, return all the proposals to the Offerors, and the County may refuse to disclose the contents of the offers.

D. BOT Agreement

The Developer shall enter into a BOT agreement with the County to be fully responsible for designing, constructing, financing, and operating the Project on behalf of the County. The County desires that the Developer transfer the Project to the County approximately one (1) year after construction commences; provided that a certificate of occupancy has been issued by that time. The County may further desire that the Developer operate and maintain the Project for a limited time.

E. County’s Reserved Rights

The County 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 Offeror(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 County to enter into a contract or to proceed with the procurement process. Unless otherwise stated herein, the County 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 Offeror.

F. Anticipated Procurement Schedule

RFP Issued	December 20, 2021
Deadline for Questions regarding the RFP	January 21, 2022
Deadline for County’s response to Questions/ Clarifications	January 31, 2022
RFP Responses Due	February 18, 2022
RFP Opening and Initial Review with Commissioners	February 22, 2022
Anticipated Negotiation with Responsible Offerors	February 2022
County Recommends Offeror as its Developer for the Project	March 31, 2022

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 February 18, 2022.

IV. SOLICITATION & RFP REQUIREMENTS

A. Submission Deadline

RFP Responses must be received by the County at the address provided below **no later than February 18, 2022 at 4:00 p.m. local time** (the "Submission Deadline"). Only complete RFP Responses delivered on or before the Submission Deadline will be accepted by the County. RFP Responses delivered after the Submission Deadline will be automatically rejected and returned unopened to the Offeror. The County will not accept facsimile or e-mail submission of RFP Responses.

B. Delivery of Responses

All RFP Responses shall be delivered to the following person (“Contact”):

John Brooke
Delaware County Attorney

112 E. Gilbert
Muncie, IN 47305

Offerors shall submit one (1) original and five (5) complete copies of the original. Additionally, Offerors shall submit one (1) electronic copy on CD or DVD or USB flash drive. The sealed package containing the RFP Responses must have the following information written on the outside of the package:

SEALED PROPOSALS – DO NOT OPEN

Delaware County – Mental Health and Substance Abuse Rehabilitation Project

John Brooke

Delaware County Attorney

112 E. Gilbert

Muncie, IN 47305

(Name of Offeror)

(Name of Offeror's Duly Appointed Representative)

(Mailing Address of Offeror)

(Telephone Number of Offeror)

(E-Mail Address of Offeror)

An RFP Response need not be accompanied by a certified check. As provided herein, Offeror shall provide the County with information relative to its financial responsibility.

C. Questions and Requests for Clarification

Offerors must refrain from communicating with any County official, employee, agent, or representative regarding the Project during this RFP process, except as permitted by this RFP. All communication and requests for information and clarifications shall be made via e-mail correspondence to the following address: jbrooke@brooke-stevens.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 section may result in disqualification from the procurement process.

If Offeror 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 County intends to respond individually to those questions identified by Offeror and deemed by County, in its sole discretion, as containing confidential information relating to Offeror's response to this RFP. The County reserves the right to disagree with Offeror's assessment regarding confidentiality in order to comply with applicable law. In the event the County disagrees with Offeror's confidential assessment, the County may allow Offeror to withdraw the question, rephrase the question, or have the question answered non-confidentially.

All questions and requests for clarification must be submitted on or before January 21, 2022 at 4:00 p.m. local time. Answers to questions deemed appropriate for response by the County, in its sole discretion, will be provided within a reasonable time to all Offerors requesting this RFP. The County may rephrase questions as it deems appropriate and may consolidate similar questions.

D. Addenda to the RFP

The County reserves the right to issue written addenda to this RFP (each, an "**Addendum**" or "**Addenda**") at any time before the Submission Deadline. 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 Offeror is solely responsible to ensure that it has received all Addenda issued by the County.

E. Modification & Withdrawal of RFP Responses

RFP Responses may be modified or withdrawn in writing to the above-referenced contact at the County, if received prior to the Submission Deadline. Any modification to an RFP Response received by the County after the Submission Deadline will not be considered by the County. The Offeror 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 bound and typed. 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.

Offerors shall submit one (1) original and five (5) complete copies of the original. Additionally, Offerors shall submit one (1) electronic copy on CD, DVD, or USB flash drive in searchable and printable format.

B. Organization

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

C. Content of Response

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

1. Offeror's Business Structure

This section of the Response should be dedicated to providing the County with information relative to the Offeror's overall business structure including a description of its members (LLC) or shareholders, officers, team members, organizational and management structure, and proposed contractual relationship among team members. Offeror shall provide information relevant to qualifications of Offeror, its equity members and other team members. Offeror shall provide information relevant to its management structure and how it is best suited to meet the requirements of the Project.

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

- Legal name of Offeror
- Nature and History of Organization
 - o Identify the legal structure and name of Offeror's organization
 - o When was organization created
 - o Location of organization
 - o Number of employees

- Operations within the State of Indiana
- Describe the management structure of Offeror's organization
 - Allocation of roles and responsibilities
 - Mission of organization
 - Provide an organizational chart
- Identification of key members within the organization
 - 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
 - List other important team leaders
 - Position of each member within the organization
 - Background of each member
- Identify a contact person for the Offeror
 - Provide his/her name, title, address, telephone number and e-mail address
- Describe how Offeror's overall business structure is well suited to complete all tasks contemplated by the Project
- Identify other key Project team members including the architect/engineer and primary contractors that the Offeror intends to use for the Project

2. Offeror's Business Experience & Expertise

Offeror shall provide the County with information relative to Offeror's relevant experience in designing, constructing, operating, project management and financing developments similar to this Project. The Offeror 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. Offeror shall provide the County with information regarding other public-private projects that Offeror has participated in.

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

- Project Management
 - Experience in managing projects of similar disciplines, particularly jails: design, construction, operation, maintenance, and financing.
 - 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 Offeror 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, Offeror shall provide a full description of all such litigation or threatened litigation.
- Project Related Experience
 - A description of other projects performed by Offeror that demonstrates Offeror's experience in similar projects. This section should highlight Offeror's experience constructing other public facilities and jails, operating and maintaining public facilities and jails. Each response should include but not be limited to the following information:
 - A general description and depiction of the project

- Offeror's role in the project
- Work performed by Offeror
- Construction value of the project
- Financing value of the project
- Provide references and contact information
- Public-Private Partnerships
 - If the Offeror has participated in other public-private projects, please provide the following information:
 - A general description and depiction of the project
 - Offeror's role in the project
 - Work performed by Offeror
 - Construction value of the project
 - How the project was financed and Offeror's role in financing the project
 - Provide references and contact information

3. Business Financials

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

4. Offeror's Approach to the Project

Offeror shall provide the County with information regarding its proposed approach to this Project and how it believes its approach will best accomplish the County's goals and objectives for the Project. Offeror shall provide the County with a conceptual plan to design, construct, operate, and finance the Project. Offeror shall include drawings/ pictures representative of other work similar to this Project. Offeror shall additionally provide information regarding how it anticipates allocating responsibilities amongst its team members. Offeror shall provide the County 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
 - Overview of Offeror's general approach to design, construct, finance, operate, and maintain the Project
 - Allocation of responsibilities among team members
 - Project oversight
 - Overview of Offeror's general approach to project financing,
 - a list of anticipated timelines and milestones to obtain financial commitments and close project financing
 - Innovative ideas to reduce overall costs of the Project
 - Innovative ideas to accelerate the delivery of the Project
 - Relationship with County and Other Parties
 - Ability to work with County 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 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 Offeror's role in the project

5. Price

This section shall include the Offeror's commitment to design, construct, finance, and operate the Project, along with any assumptions, clarifications and exclusions, at or below a cost of forty-two million dollars (\$42,000,000) total Project cost.

6. Schedule

This section shall include the Offeror'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 Offeror claims should be exempt from public disclosure. Offeror is solely responsible for reviewing the Act, Indiana's Public Records Act, and applicable law requiring disclosure. Under no circumstances will the County be responsible or liable to Offeror/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 Offeror acknowledging that the Offeror 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 Offeror.

Non-Collusion Affidavit. Each Offeror 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 Offeror's authorized representative affirming that the Offeror 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 Offeror cannot affirm representations (a)-(e), it must

sufficiently detail the reasons why and provide the County 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 County Attorney 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 County.

B. Content of Proposal (Scored)

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

- **Business Structure: 5 Points**
- **Business Experience and Expertise: 10 Points**
- **Financials: 10 Points**
- **Approach to the Project: 25 Points**
- **Design Concepts: 30 Points**
- **Price: 10 Points**
- **Schedule: 10 Points**

Although the overall Project costs are a consideration to the County in its selection of an Offeror, the County is also placing significant emphasis on the Offeror's approach to the Project, including its proposed conceptual design and Offeror's prior business experience, expertise, and financial stability.

APPENDIX A
COUNTY'S PROJECT CRITERIA

- Mental Health and Substance Abuse Center capacity should be a minimum of 40 males and 40 females rated beds and dedicated medical isolation rooms, group therapy session areas. No secure rooms or cells are to be constructed.
- Indoor/outdoor recreation space, multiple programming spaces, examination rooms and sufficient contact visitation space for family members and counselors.
- Site and design should have room for future expansion.
- Design and construction needs to improve staffing efficiency.
- Design and construction must meet all building and correctional codes and standards.
- Proposals should provide options with respective costs for exterior of facility.
- Proposals should provide information on ability and costs for Offeror to operate and/or maintain the facility.
- Proposals should provide information on costs for County to operate, maintain and staff the facility, including utility costs.

**APPENDIX B
INSURANCE REQUIREMENTS FOR DEVELOPER**

The final negotiated agreement will contain various insurance provisions. The minimum requirements for limits of liability will be as follows:

1.	Workers Compensation:	Statutory Limits
2.	Employer's Liability	
	(i) Bodily Injury by Accident:	\$1,000,000 each accident
	(ii) Bodily Injury by Disease:	\$1,000,000 policy limit
	(iii) Bodily Injury by Disease:	\$1,000,000 each employee
3.	Commercial General Liability (Occurrence Basis) Bodily injury, personal injury, property damage, contractual liability, products-completed operations.	
	NOTE: GENERAL AGGREGATE TO APPLY PER LOCATION/PROJECT	
	(i) General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
	(ii) Products/Completed Operations:	\$2,000,000
	(iii) Personal & Advertising Injury Limit:	\$1,000,000
	Each Occurrence Limit:	\$1,000,000
	Damage to Rental Premises:	\$ 150,000
	Medical Expense Limit (any one person):	\$ 5,000
4.	Comprehensive Auto Liability (single limit) (owned, hired and non-owned) Bodily injury and property damage	\$1,000,000 each accident
5.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall Not be more than	\$ 10,000

**APPENDIX C
PROJECT SITE**

A potential Project Site is located at 3100 S. Tillotson Avenue, Muncie, Indiana.

Proposals should be based both upon this site and other potential sites identified by Offeror.

**APPENDIX D
OUTLINE OF RFP RESPONSE**

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

- I. Table of Contents**
- II. Offeror's Business Structure**
- III. Offeror's Business Experience and Expertise**
- IV. Business Financials**
- V. Offeror'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**

**Offeror:
Delaware County
John Brooke
Delaware County Attorney
112 E. Gilbert
Muncie, IN 47305**

The undersigned (“Offeror”) submits this proposal in response to the Request for Proposal dated February 18, 2022, as amended (“RFP”), issued by the Board of Commissioners of Delaware County on behalf of Delaware County, Indiana (“County”) to design, construct, finance, operate, and maintain the Project. Offeror represents and warrants that it has read the RFP and any addenda issued by the County, and agrees to abide by the contents and terms of the RFP.

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

Offeror acknowledges and agrees that the County 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 Offeror(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. Offeror acknowledges and agrees that the issuance of this RFP does not commit or bind the County to enter into a contract or proceed with the procurement process.

Offeror 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: _____

Its: _____

APPENDIX F
NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Offeror has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Offeror or person (i) relative to the price(s) proposed herein or to be proposed by another person, or (ii) to prevent any person from proposing, or (iii) to induce a person to refrain from proposing; and furthermore, this Proposal is made and submitted without reference to any other Proposals and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such proposing in any way or manner whatsoever.

**APPENDIX G
NO DEFAULT, BREACH OR BANKRUPTCY**

**Offeror:
Delaware County
John Brooke
Delaware County Attorney
112 E. Gilbert
Muncie, IN 47305**

The undersigned (“Offeror”) hereby affirms that the Offeror 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.

Offeror hereby affirms that the Offeror 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: _____