

**REQUEST FOR SERVICES PROPOSALS TO OPERATE THE DELAWARE
COUNTY MENTAL HEALTH AND SUBSTANCE ABUSE REHABILITATION
CENTER AT THE DELAWARE COUNTY JUSTICE AND REHABILITATION
CENTER THROUGH A SERVICES 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 Services Offeror as its Developer for the Project and the Parties Enter into a BOT Agreement.....	2
II. PROJECT SPECIFICATIONS	2
A. Project Overview	2
B. Project Site	3
C. Responsibilities of Developer	3
1. Consultation with the Project Construction Developer	3
2. Construction	3
3. Operations	4
4. Project Financing.....	4
5. FF&E.....	4
III. PROCUREMENT PROCESS	4
A. Public-Private Agreement	4
B. Negotiations	4
C. Recommendation/Public Hearing.....	5
D. Services Agreement.....	5
E. County’s Reserved Rights	5
F. Anticipated Procurement Schedule	5
IV. SOLICITATION & RFP REQUIREMENTS	6
A. Submission Deadline.....	6
B. Delivery of Response	6
C. Questions and Requests for Clarification.....	6
D. Addenda to the RFP	7
E. Modification & Withdrawal of RFP Responses.....	7
V. FORMAT AND CONTENT OF RFP RESPONSE	7
A. Format of Response.....	7
B. Organization.....	7
C. Content of Response.....	8
1. Services Offeror’s Business Structure.....	8

Table of Contents
(continued)

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

I. INTRODUCTION

A. Statement of Intent and Project Overview

Delaware County, Indiana, (hereinafter referred to as “County” or “Board of Commissioners”) 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 services proposal (“Services Offerors”) to (a) operate and staff 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 services agreement to be entered into between the County and the recommended Services Offeror.

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 remodel as part of the new Justice Center facility a mental health and substance abuse rehabilitation center. As part of the overall goal of offering treatment, Delaware County Board of Commissioners wants to partner with an entity to actually administer, offer and provide staffing to treat the citizens that are brought to the Justice Center complex for help. It is contemplated that the successful company will provide administrative, operation and staffing of the facility. The successful company will also work with the Project Construction Developer during the design and construction process to make sure that there are all of the necessary and appropriate facilities and accoutrements.

C. Goals and Objectives of the Project

The County now seeks private involvement in developing the Services Project. The Services Developer’s Project obligations include: (i) work with the Project Construction Developer during the renovation of existing improvements at the Project site to maximize the efficiencies and use of the facility; (ii) development and implementation of a plan to provide mental health treatment and substance abuse, in-patient services to individuals; (iii) work with the project construction developer on the purchasing certain furnishings, fixtures and equipment (“FF&E”); provide a schedule of staff and services

being offered at the facility; (iv) anticipate the cost of either a lease or rental of the space and equipment from the County.

The procurement process is designed to encourage innovative and creative plans to complete the Project. Through this services procurement, the County seeks (1) budget certainty (2) reduced financial risk from cost overruns; (3) an aggressively expedited design and construction timeline; (4) innovative approaches to treatment of mental health and substance abuse issues.

D. Overview of Procurement Process

The County seeks to solicit responses to a request for proposals, conduct discussions with Services 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 Services Offerors who submit proposals that are determined to be reasonably acceptable for being selected for a services agreement, and to enter into a services agreement and lease agreement with the Delaware County to assist with the design, construction and then operate, staff and maintain the public facility on behalf of the County.

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

1. Review RFP Responses.

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

2. County Recommends Services Offeror as its Developer for the Project and the Parties Enter into a services agreement.

After the best and final offers from responsible Services Offerors have been received and scored, the County Attorney shall either make a recommendation of a Services Offeror as its Services 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 Attorney's recommendation to enter into a services agreement at a public meeting.

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

II. PROJECT SPECIFICATIONS

A. Project Overview

The Services Offerors' Project obligations include: (i) working with the Project Construction Developer on the renovation of the existing improvements on the project site, (ii) work with the Project Construction Developer on 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; (iii) work with the Project Construction Developer on purchasing certain furnishings, fixtures and equipment ("FF&E") for the mental health and substance abuse facility; (iv) administer, operate and staff

the mental health and substance abuse facility with patients. 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 Services Offerors guidance as to the County’s objectives for the project, including use, space, price, time, site, lifecycle and expansion possibilities. Services Offerors are encouraged to use the project criteria as a basis for submitting proposals that contain conceptual plans, detailed criteria, performance and material specifications, and other creative and innovative features consistent with the project. The Developer Construction Developer shall be responsible for all aspects of the design, construction, financing, and operation of the Project, including FF&E. The Services Developer shall be required to work with the Project Construction Developer to assist in the remodeling of the current space, as well as consult on the necessary FF&E so that the Services Developer can operate, administer and provide the services required.

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 Services Offerors upon request.

The successful Services Offeror for the mental health and substance abuse provider shall lease the facilities and real property owned from the County upon which the facilities are to be located to the Developer for a predetermined period. The Services 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 Services Developer during the term of the services agreement. In this case, ownership reverts back to the County upon the termination of the services agreement.

C. Responsibilities of Services Developer

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

1. Consultation with the Project Construction Developer on Design and Facilities

The Services Developer shall be responsible for working with the Project Construction Developer to assist with the Project’s design and facilities which shall comply with all applicable laws, statutes, and/or ordinances as existed at the time of performance of such design services (“Laws”). Services Developer shall work with the Project Construction Developer to complete (a) schematic designs and specifications; (b) design development drawings and specifications with the Project Construction Developer; and (c) furniture, fixtures and equipment (FF&E) specifications.

2. Construction

Services Developer shall be responsible for working with the Project Construction Developer to assist with 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.

3. Operations

Pursuant to the Services Agreement, which shall include a Declaration of Goals, Purposes, Staffing and Costs (“Declaration”), the Services Developer shall operate the Project for the benefit of the County during the term of the Services Agreement.

4. Project Financing

The County will pay the costs of renovation and purchase of FF&E for the facility. The Services Developer shall provide any and all costs for operation, administration, staffing, maintenance of the facility (except for building maintenance) as well as a lease payment to the County for the facility. Services Developer shall be solely responsible for the costs of operation.

5. FF&E

Services Developer shall be responsible for working with the Project Construction Developer on selecting furniture, fixtures, and equipment (“FF&E”) for the Project as set forth in the Project Criteria and as may be modified by the construction agreement.

III. PROCUREMENT PROCESS

A. Public-Private Agreement

In general, the Board of Commissioners desires to solicit proposals in response to its RFP, conduct discussions with Services 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 Services Offerors who submit proposals that are determined to be reasonably susceptible of being selected for a services public-private agreement, and enter into a services Agreement with a Services Developer to work with the Project Construction Developer on the design and construction and then operate, maintain, and staff a public facility on behalf of the governmental body.

The selection of the Services 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 Services Offeror(s).

B. Negotiations

Following receipt of RFP Responses, the County reserves the right to conduct discussions with one or more of the Services Offerors to clarify the Services Offerors’ understanding of and responsiveness to the solicitation requirements. Eligible Services 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 Services Offerors who submit proposals that are determined to be reasonably susceptible of being selected as the Services Developer for the Services Agreement.

C. Recommendation/Public Meeting

If a recommendation to award the public-private agreement is made to the Board, the Board shall schedule a public meeting. 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 have been completed, the Board of Commissioners shall make a determination as to the most appropriate response to this RFP and may award the services agreement to the successful Services 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 Services Offerors, and the County may refuse to disclose the contents of the offers.

D. Services Agreement

The Developer shall enter into a services agreement with the County to be fully responsible for working with the Project Construction Developer on the design and construction of the facility as well as operating the Services Project on behalf of the County.

E. County’s Reserved Rights

The County reserves, at all times in connection with this procurement, all rights available to it under the 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 Services 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 Services Offeror(s) at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an RFP Response. 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 Services 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 Meeting and review	February 22, 2022
Anticipated Negotiation with Responsible Services Offerors	February 2022
County Recommends Services 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 Services 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

Services Offerors shall submit one (1) original and five (5) complete copies of the original. Additionally, Services 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 Services Project
John Brooke
Delaware County Attorney
112 E. Gilbert
Muncie, IN 47305
(Name of Services Offeror)
(Name of Services Offeror’s Duly Appointed Representative)
(Mailing Address of Services Offeror)
(Telephone Number of Services Offeror)
(E-Mail Address of Services Offeror)

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

C. Questions and Requests for Clarification

Services 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 Services 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 Services Offeror and deemed by County, in its sole discretion, as containing confidential information relating to Services Offeror's response to this RFP. The County reserves the right to disagree with Services Offeror's assessment regarding confidentiality in order to comply with applicable law. In the event the County disagrees with Services Offeror's confidential assessment, the County may allow Services 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 Services 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 Services 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 Services 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.

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

B. Organization

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

C. Content of Response

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

1. Services Offeror's Business Structure

This section of the Response should be dedicated to providing the County with information relative to the Services 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. Services Offeror shall provide information relevant to qualifications of Services Offeror, its equity members and other team members. Services 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 Services Offeror
- Nature and History of Organization
 - o Identify the legal structure and name of Services Offeror's organization
 - o When was organization created
 - o Location of organization
 - o Number of employees
 - o Operations within the State of Indiana
- Describe the management structure of Services Offeror's organization
 - o Allocation of roles and responsibilities
 - o Mission of organization
 - o Provide an organizational chart
- Identification of key members within the organization
 - o List the equity members in the organization
 - Position of each equity member within the organization
 - Background/expertise of each equity member
 - Percentage of ownership in the organization
 - o List other important team leaders
 - Position of each member within the organization
 - Background of each member
- Identify a contact person for the Services Offeror
 - o Provide his/her name, title, address, telephone number and e-mail address
- Describe how Services 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 Services Offeror intends to use for the Project

2. Services Offeror's Business Experience & Expertise

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

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

- Project Management
 - o Experience in managing projects of similar disciplines, particularly mental health and substance abuse services and facilities operation, maintenance and staffing.
 - o Experience working with public entities
 - o Experience in scheduling and budgeting complex projects
 - o Experience in managing costs, changes, and compliance with established budgets and schedules
 - o Ability to effectively manage risk
 - o Affirmation that Services 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, Services Offeror shall provide a full description of all such litigation or threatened litigation.

- Project Related Experience
 - o A description of other projects performed by Services Offeror that demonstrates Services Offeror's experience in similar projects. This section should highlight Services Offeror's experience operating other public or private mental health and/or substance abuse facilities. Each response should include but not be limited to the following information:
 - A general description and depiction of the project
 - Services Offeror's role in the project
 - Work performed by Services Offeror
 - Value of the project
 - Financing value of the project
 - Provide references and contact information

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

3. Business Financials

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

4. Services Offeror's Approach to the Project

Services 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. Services Offeror shall provide the County with a conceptual plan to administer, staff and maintain Services Project. Services Offeror shall include drawings/ pictures representative of other work similar to this Project. Services Offeror shall additionally provide information regarding how it anticipates allocating responsibilities amongst its team members. Services 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
 - o Overview of Services Offeror's general approach to administration, staffing and operation of the Services Project
 - Allocation of responsibilities among team members
 - Project oversight
 - o Overview of Services Offeror's general approach to project financing,
 - o Innovative ideas to reduce overall costs of the Project
 - o Innovative ideas to accelerate the delivery of the Project
 - o Relationship with County and Other Parties
 - o Ability to work with County to meet its specific needs of the Project
- Preliminary Plans to Operate the Project
- Price

This section shall include the Services Offeror's commitment to operate and lease the services project, along with any assumptions, clarifications and exclusions, and include the amount of the lease payments to the County.

5. Schedule

This section shall include the Services Offeror's proposed schedule using project milestones and shall include the proposed substantial completion date for the Project which shall be defined as when the services shall be offered.

6. Confidential Information

This section shall include any confidential and proprietary information that the Services Offeror claims should be exempt from public disclosure. Services 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 Services 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."

7. 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 Services Offeror acknowledging that the Services 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 Services Offeror.

Non-Collusion Affidavit. Each Services 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 Services Offeror's authorized representative affirming that the Services 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 Services 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)

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 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**
- **Operation and Administration Concepts: 30 Points**
- **Price: 10 Points**
- **Schedule: 10 Points**

Although the overall Project costs are a consideration to the County in its selection of a Services Offeror, the County is also placing significant emphasis on the Services Offeror's approach to the Project, including its proposed conceptual design and Services 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 information on ability and costs for Services Offeror to operate and/or maintain the facility.
- Proposals should also provide information on leasing obligations to the County.
- Proposals should provide information on costs for Services Offeror 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
SERVICES 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 Services Offeror.

**APPENDIX D
OUTLINE OF RFP RESPONSE**

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

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

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

The undersigned (“Services 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 assist with the design and construction and then administer, staff, operate, and maintain the Project. Services 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.

Services Offeror understands that the County is not bound to negotiate with any Services Offeror and may reject each response that it receives. Services 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 Services Offeror, except as specifically provided in the RFP. Services 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.

Services 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 Services 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 Services 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. Services 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.

Services 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 Services Offeror has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Services 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**

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

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

Services Offeror hereby affirms that the Services 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: _____