

Howard County, Indiana

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

Howard County New Jail Project

Through a Public-Private Partnership Agreement

Issued: January 27, 2025

PSOQ Due Date: February 12, 2025

1 Executive Summary/Introduction

1.1 Overview of the Opportunity

Howard County, Indiana (the “County”) is pleased to present this Request for Proposal and Qualifications (“RFPQ”) to prospective entities or groups of entities (“the Offerors”) interested in submitting proposals and statements of qualifications (“PSOQs”) to develop, build, operate, and maintain the Howard County New Jail Project (“the Project”) pursuant to a public-private partnership agreement (“PPA”) with a selected Developer (“Developer”).

Sealed Proposals in response to the County’s RFPQ shall be received by the County Project Manager: Pam Isaac, Howard Co Commissioners Office, 220 N Main St, Kokomo, IN 46901, until **4:00 p.m., local time, on Wednesday, February 12, 2025**. The PSOQ should be clearly marked “RFPQ Howard County New Jail Project” on the outside of the envelope.

Provide five (5) hard copies of your proposal and one (1) copy on a portable USB drive. Any confidential information included in the PSOQ shall be labeled “CONFIDENTIAL”.

Throughout the term of the PPA, the County will own the land and will grant the Developer a construction easement for the purposes of constructing the Project. The County 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).

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

Project Description

The Project involves the development, design, construction, procurement of FFE (furniture, fixtures, and equipment), operation, and maintenance to construct a new County Jail facility.

County currently contemplates that the Project will include:

- Construction of a new County jail that includes:
 - Site preparation/development
 - New administration facilities
 - Medical
 - Intake/Booking
 - Food services
 - Mix cell types to accommodate 650 – 700 beds.

Site development includes any and all site development required for the development of this Project, including but not limited to on-site new utilities and reconfiguration of existing utilities, hardscape/landscape, road and traffic control improvements (on and adjacent to the site), parking modifications, overall site security upgrades, and utility improvements from the property boundary to support the Project.

1.2 Project Site & Budget

The Project site 2200 W. Markland Ave, Kokomo, IN 46901

The Project will be funded by the County. The total project budget for the construction, furniture, fixtures, equipment, operation, and maintenance of this Project is yet to be determined at this time.

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 County during the construction process. Offeror and the County shall negotiate a milestone payment schedule during the Scoping Period (as hereinafter defined), which will be incorporated into the PPA.

1.4 Project Goals

Goals for this project include:

- Provide a high quality, resilient, and efficiently maintainable new County Jail facility with administration offices;
- Achieve operational efficiency through efficient planning of space to accommodate 650 - 700 inmates; and
- 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.

1.5 Procuring Agency

Howard County Board of Commissioners will be the procuring agency for the Project.

1.6 Key Stakeholders

The Project will be led by the County Commissioners and other stakeholders as assigned by Howard County.

1.7 Bonding Capacity

The successful Offeror will be required to provide payment and performance bonds. For a payment bond, an amount not less than one hundred percent (100%) of the cost to design and construct the public facility. For a performance bond, an amount not less than fifty percent (50%) of the cost to design and construct the public facility. Bonds will not be required to be available until construction on the Project commences. Bonding capacity may be provided by any member of the Offeror's team.

2 Procurement Process

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

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

The County intends to negotiate with and award a public private agreement (“PPA”) to one of the Offerors for the purpose of further defining the scope, programming, and total cost of the Project, including a Guaranteed Maximum Price (“GMP”)(the “Scoping Period”). Upon completion of the deliverables within the Scoping Period, the County intends to execute an amendment to the 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 County reserves the right to terminate the Scoping Agreement at any time pursuant to its terms and enter into negotiations with another Short-Listed Offeror.

Questions regarding this RFPQ must be submitted in writing via email to the County’s Owner’s Representative **Brittany Douglas (brittany.douglas@envoycompanies.com)**. The County may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format to the Offerors via email.

Offerors shall not contact, communicate with, or discuss any matter relating to this RFP during the procurement process with any official of the County, official of the County, 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 County with this RFP. Any such communication initiated by an Offer or 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	Monday, January 27, 2025
PSOQ Due Date	Wednesday, February 12, 2025
Interviews	Thursday, February 27, 2025 & Friday, February 28, 2025
Award and execution of Scoping Agreement	March 3 th , 2025

This schedule is subject to modification at discretion of the County. 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. All partners shall submit individual responses:

Cover Letter

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

Project Approach to GMP

The County 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 the team's approach and timing for establishing a GMP. The Offeror shall include its proposed strategy, if any, for shared cost savings, with a narrative describing how such strategy will provide the County with the lowest total borrowing amount and GMP.

Project Schedule

A conceptual design and construction schedule for the Scoping Period of the Project shall be included with the PSOQ, including a narrative describing how such schedule shall be developed with the County to meet its scheduling objectives.

Project Experience with Public Private Agreement and GMP

List a minimum of three (3), but no more than six(6) projects led by Offeror that are most representative of Offeror's performance in the following areas: (a) development or delivery of a jail or community corrections building; (b) delivery of a public private partnership; or (c) development or delivery of a County/City Sheriff administration facility. The total number of projects submitted by an Offeror shall not exceed ten (10) 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.

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.

Main Narrative

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

Understanding of services to be performed: The Offeror shall specifically describe its understanding and approach to the requirements of the services to be performed and deliverables required. The Offeror's main narrative shall explain its proposed methodology for fulfilling the requirements for the term of the PPA.

Execution Plan: The Offeror shall provide a detailed plan (the "Execution Plan") which shall outline the Offeror's approach to collaboration with stakeholders, management of milestone Owner approvals, maintenance and communication of Project schedule and budget status, and document and information management. The Execution Plan should also include the Offeror's approach for overcoming any challenges and problems and mitigating risks in order to avoid problems.

2.3 Proposal Evaluations

2.3.1 Evaluation Committee

The successful Offeror will be determined by the County Evaluation Committee. The Evaluation Committee will be established by the Howard County Board of Commissioners.

The Evaluation Committee reserves the right to meet and confer with one another and the County's advisors

for the Project as part of its evaluation process.

2.3.2 Evaluation Methodology

County'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 County with the best value over the life of the Project.

2.3.3 Acceptance of Proposal and Execution of PPA

Award of a PPA will be made to the qualified Offeror whose overall PSOQ, in County'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.

The successful Offeror shall execute a PPA with the County as negotiated by the parties, and in such number of counterparts as the County may request.

2.3.4 Communication

From the date of issuance of this RFPQ until an Offeror is selected by the County, 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 County, and shall correspond with County regarding the RFPQ only through County'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 County Commissioners, County Council, or with any County or County staff involved with the procurement, except for communications expressly permitted by the RFPQ or except as approved in advanced by the County. 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 County.

3 Developer Responsibilities

3.1 Environmental

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

3.2 Permitting

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

3.3 Geotechnical

The County 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 County 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 site that are not currently available, with the non-financial assistance of the County provided as necessary.

3.5 Design

Developer will be responsible for all aspects of the design for the Project. All drawings and building information models shall be made available to the County. 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 may include all IT, A/V, security, signage, environmental graphics, and specialty equipment, unless otherwise noted.

3.8 Relocation

Developer may be responsible for providing relocation services for the project, if required. 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 the existing building.

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 projects. All costs associated with such lifecycle maintenance, repairs, and capital replacement shall be paid by the County.

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 fire department operations and communicate clearly with the fire department to ensure that construction operations cause minimal impact to daily operations. Final clean of the entire building exterior of the Project 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 County following the completion of the term of the PPA in the condition specified.

3.12 Security

Developer will be responsible for the security of the Project until completion and handover of the Project.

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 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 County 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.

4 General Conditions

- 4.1 The Howard County Board of Commissioners reserves the right to reject any and all Proposals/Statements of Qualifications at its sole discretion.
- 4.2 The County does not require you to submit a certified check or other evidence of financial responsibility with your proposal.
- 4.3 All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The County may enter into discussions with Proposers to clarify and assure a full understanding of proposals.
- 4.4 The County may refuse to disclose the contents of Proposals/Statement of Qualifications during discussions with eligible Proposers.
- 4.5 The County reserves the right to assemble a team from the proposals received. If an Offeror does submit a proposal as a team, the County reserves the right, and has the sole discretion, to amend the Offeror's team if it is believed to be reasonably necessary by the County.

5 Legal Requirements

- 5.1 Non-Collusion Affidavit. The form Non-Collusion Affidavit is provided in Exhibit (A).
- 5.2 No Default, Breach or Bankruptcy. The form No Default, Breach or Bankruptcy letter is provided in Exhibit (B).

Exhibit A
NON-COLLUSION AFFIDAVIT

The undersigned authorized representative of Offeror, being duly sworn on oath, states and affirms that neither Offeror nor any other member, representative or agent of the Offeror has entered into any combination, collusion or agreement with any person or entity relative to the price or other factors offered or in response to the RFPQ or in any way acted to prevent any other Offeror from responding or otherwise submitting a proposal to the RFPQ. Offeror's proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

Further, no member of the County Commissioners, County Councilors, or other officers of the County, or any person in the employ of the County is interested in the proposal, or the work to which it relates.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2025.

_____ (Offeror)

_____ (Offeror's Authorized Representative)

_____ (Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Conclusion Affidavit are true and correct.

Subscribed and sworn to me this ____ day of _____, 2025.

_____ Notary Public Signature

Exhibit B
NO DEFAULT, BREACH OR BANKRUPTCY

The undersigned authorized representative of Offeror, being duly sworn on oath, states and affirms that Offeror and its affiliates: (a) are not involved in 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; (d) have not failed to perform faithfully in any previous contract with a federal, state, or local governmental entity in the preceding five (5) years; or (e) have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2025.

(Offeror)

(Offeror's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Conclusion Affidavit are true and correct.

Subscribed and sworn to me this ____ day of _____, 2025.

Notary Public Signature