



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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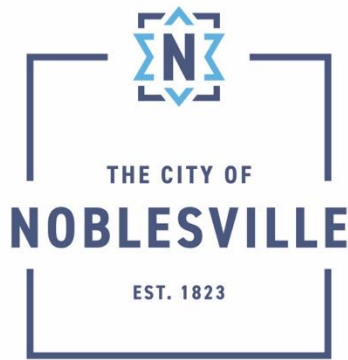
**MEETING DATE:** March 12, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

**ITEM #:** 13

**INITIATED BY:** Jonathan Mirgeaux

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



**TO:** Noblesville Board of Public Works and Safety  
**FROM:** Jonathan Mirgeaux, Utilities Director  
**SUBJECT:** Requesting permission to advertise Request for Proposals and Qualifications for the Sludge Process Improvements BOT Project  
**DATE:** February 9, 2024

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Noblesville Utilities is wishing to advertise a Request for Proposals and Qualifications (RFPQ) for our Sludge Process Improvements Project at the wastewater treatment plant. This will be the Utilities first BOT project.

The project will entail upgrades to our North and South Sludge process buildings, the Sludge Barn, Headworks building as well as replacing plant equipment and adding safety features to buildings and tanks.

**I recommend the Board of Public Works grant permission to advertise the Request for Proposals and Qualifications.**



# NOTICE OF REQUEST FOR PROPOSALS/QUALIFICATIONS

## CITY OF NOBLESVILLE, INDIANA SLUDGE PROCESS IMPROVEMENTS PROJECT

### INDIANA CODE 5-23 PUBLIC PRIVATE PARTNERSHIP

RFPQ Release Date: March 12, 2024

RFPQ Publication

Dates: March 18, 2024, March 20, 2024, March 25, 2024, and March 27, 2024

RFPQ Due Date: April 9, 2024

RFPQ Contact: Kristyn Parker, Utilities Project Coordinator  
P. 317-776-6353 ext. 3009  
kparker@noblesville.in.us

#### I. INTRODUCTION TO PROJECT

In accordance with Indiana Code 5-23-5, as amended (the “Act”), the City of Noblesville, Indiana (the “City”) invites any and all qualified parties (each an “offeror”) to submit Proposals and Statements of Qualifications to design, build, operate and/or maintain certain improvements to the City’s wastewater treatment plant, the City’s North Sludge Building, the City’s Sludge Storage Barn and the Headworks Building, all located at 197 Washington Street in the City (collectively, the “Project”). The purpose of this RFPQ is to identify a team that is capable of scoping and developing the Project. The team should include all professional services and consultants as may be required to design, build, operate and maintain the Project, including, but not limited to, civil, structural and MEPT engineering, procurement, etc. as well as any other team members the offeror deems appropriate. At a certain point in time, the City shall assume ownership of the Project. The City will provide for the financing of the Project although offerors are expected to provide suggested financing structure models for the City to review. A full copy of the RFPQ may be obtained upon request from the RFPQ Contact, Kristyn Parker, as described above. This notice includes a summary of certain portions of the RFPQ however any qualified party interested in submitting a response should obtain a full copy of the RFPQ from the RFPQ Contact.

#### II. SUBMISSION OF PSOQS

Sealed proposals in response to the RFPQ (“PSOQs”) shall be received by the City at the City of Noblesville, Indiana Clerk’s office located at City Hall 16 S. 10<sup>th</sup> Street, Noblesville, Indiana 46060 Attention Evelyn Lees, until 9:00 a.m., local time, on March 26, 2024. Any PSOQ received after the designated time will be returned unopened. The proposals will be opened by an evaluation committee on or after March 29, 2024. The evaluation committee will be made up of the members set forth in the full copy of the RFPQ which is available upon request from the RFPQ Contact, Kristyn Parker.

Each member of the selection committee shall have one vote, but the selection committee’s recommendation shall be a non-binding recommendation made to the Noblesville Board of Public Works and/or the Noblesville Common Council who shall award any contracts recommended as part of the partnership as provided by law.

The selection committee may conduct interviews with any offeror and may also negotiate with any and all offerors. The PSOQ should be clearly marked “RFPQ Sludge Process Improvements Project” on the outside of the envelope. Provide five (5) hard copies of your proposal and three (3) copies on portable USB drives. Any confidential information included in the PSOQ shall be labeled “CONFIDENTIAL” and shall be submitted on a separate drive, also labeled “CONFIDENTIAL”.

### **III. DESCRIPTION OF PROJECT**

The Project involves the construction, acquisition, renovation and equipping of the City’s wastewater treatment plant, the City’s North Sludge Building, the City’s Sludge Storage Barn and the City’s Headworks all located at 197 Washington Street in the City, including:

Known Elements: (i) replace existing belt press with two screw presses in North Sludge Building, (ii) replace existing sludge conveyor belt from North Sludge Building to Sludge Storage Barn with two progressive cavity pumps, manifold piping and three actuated valves; install temporary conveying system during construction; (iii) replace two existing grit clarifiers/washers in Headworks Building, (iv) install three polymer pumps and two polymer containment systems in North Sludge Building, (v) install crane and hoist in North Sludge Building, (vi) incorporate miscellaneous upgrades to the North Sludge Building and piping to meet NEPA 820 explosion-proof standards, (vii) incorporate miscellaneous North Sludge Building improvements including replacing windows with garage doors, install new door in building envelope, install floor drain and connect to sewer to north, and replace existing man doors, and (viii) incorporate miscellaneous Sludge Storage Barn improvements, including lighting, siding, and concrete walls.

Potential Elements: (ix) replace existing gravity belt press with a rotary drum thickener in North Sludge Building, (x) install H<sub>2</sub>S and Siloxane removal system, (xi) install sludge strainer at the Headworks Building, (xii) replace existing ladder with stairway on outside of Anaerobic Digester #3, (xiii) repair stucco on Anaerobic Digesters #1 & #2 and (xiv) repair ground water leak in tunnel connecting North Sludge and South Sludge Buildings.

The City currently contemplates that the Project will include the development, design, construction, procurement of fixtures, and equipment necessary for completion of the Project as referenced above and should additionally include the following:

- The wastewater utility plant must be continuously operational throughout construction. Developer to prepare Maintenance and Operations plans and submit for City approval prior to construction.
- Offerors should also submit proposals for the operation and management of the Project, under guidance from the City. Operation and management proposals should assume that the Project will be operated as a part of the City’s wastewater utility which serves the City.
- The existing conveyor is prone to frequent failure. The Developer to install a temporary replacement at the beginning of the Project and prioritize the installation of the permanent replacement.

Site development for the Project shall include any and all site development required for the

development of the Project, including but not limited to on-site and off-site utilities necessary to service the Project and related surrounding infrastructure, reconfiguration of existing utilities, hardscape/landscape, road and traffic control improvements, and utility improvements to and from the property boundary to support the Project.

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

#### **IV. PROJECT BUDGET**

Offerors shall submit their proposals for funding the Project. The Project will be funded directly by the City through bonds and, if necessary, existing funds on hand. The Project budget is estimated to be at an amount not to exceed Six Million Dollars (\$6,000,000). Project budget adjustments may be considered if return on investment, revenue generation, economic impact, flexible use, related analysis, and alignment with partner priorities indicate that a budget adjustment would be warranted and in the long term interests of the community. Such budget adjustments will be considered during the evaluation and scoping processes set forth in the full copy of the RFPQ. Offerors should include proposed financing structures and operating cost estimates with their offers and are encouraged to recommend financing structures.

#### **V. PROJECT GOALS**

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

- Design and install the referenced upgrades and improvements to the City's wastewater utility;
- Ensure the Project is designed, built and constructed in an expedited manner with a targeted goal of completion by the end of 2025;
- Ensure first-class operation of the Project, with demonstration of the ability to ensure full continuous use of the wastewater utility throughout Project construction;
- Achieve facility operational savings and promote placemaking and sustainability goals through selection and commissioning of efficient building systems, innovative design elements, and forward-thinking facility utilization strategies;
- Achieve operational efficiency through efficient planning of space to accommodate various processes and activities and designing component layout and connections in a manner to optimize serviceability;
- 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; and
- Sustainable design is a key attribute that must be considered and incorporated into the Project. This preference may include: (i) energy efficient design; (ii) consideration of renewable energy systems while demonstrating the ability to deliver lowest first cost

approaches; and (iii) any other energy/environmental efficiency mechanism available that could be used to obtain funding from any source of federal funding or federal program.

## **VI. PSOQ CONTENTS**

Each offeror shall submit its PSOQ which shall include at a minimum, and as more particularly described in the RFPQ, the following:

- Cover Letter
- Project Approach to Guaranteed Maximum Price (“GMP”) at the end of the Scoping Period
- Project Schedule that includes detail for design and construction of the Project.
- Project Experience with Public Private Agreement and GMP
- Qualifications
- Development budget - Offerors shall include a development budget reflecting in in as much detail as possible hard and soft costs to successfully execute and deliver the Project
- Proposed Project team leads with bios and responsibility matrix
- Narrative of services to be performed and execution plan
- Proposed development fee range

**City of Noblesville, Indiana**

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

**CITY OF NOBLESVILLE, INDIANA  
SLUDGE PROCESS IMPROVEMENTS PROJECT**

Through a Public-Private Partnership Agreement

Issued: **March 12, 2024**

1<sup>st</sup> Advertisement: Week of March 18, 2024

2<sup>nd</sup> Advertisement: Week of March 25, 2024

PSOQ Due Date: **April 9, 2024 at 9:00 AM**

## 1. EXECUTIVE SUMMARY/INTRODUCTION

### 1.1 OVERVIEW OF THE OPPORTUNITY

The City of Noblesville, Indiana (the “City”) is pleased to present this Request for Proposal and Qualifications (“RFPQ”) to prospective entities or groups of entities (the “Offerors”) interested in submitting proposals and statements of qualifications (“PSOQs”) to design, develop, build, operate and/or maintain certain improvements to the City’s wastewater treatment plant, the City’s North Sludge Building, the City’s Sludge Storage Barn and the Headworks Building, all located at 197 Washington Street in the City, as further described herein (collectively referred to as the “Project”) pursuant to a public-private partnership agreement (“PPA”) with a selected Offeror (the “Developer”).

Sealed Proposals in response to the City’s RFPQ shall be received by the City at the Noblesville’s Clerk’s office in City Hall, 16 S. 10<sup>th</sup> St., Noblesville, IN 46060 Attention: Evelyn Lees, until 9:00 a.m., local time, on March 26, 2024. Any PSOQ received after the designated time will be returned unopened. The proposals will be opened and read by the Project Selection Committee (the “Committee”) at their meeting on March 29, 2024, which meeting time and location will be separately noticed. The PSOQ should be clearly marked “RFPQ Noblesville Sludge Process Improvements Project,” on the outside of the envelope.

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

Any professional services and consultants required to build, operate and maintain a project, including, but not limited to civil, structural, MEPT, HVAC, engineering, procurement, etc., shall be selected and engaged by the Offeror unless assigned by the City.

#### *Project Description*

The Project involves the construction, acquisition, renovation and equipping of the City’s wastewater treatment plant, the City’s North Sludge Building, the City’s Sludge Storage Barn and the City’s Headworks all located at 197 Washington Street in the City, including:

Known Elements: (i) replace existing belt press with two screw presses in North Sludge Building, (ii) replace existing sludge conveyor belt from North Sludge Building to Sludge Storage Bar with two progressive cavity pumps, manifold piping and three actuated valves; install temporary conveying system during construction; (iii) replace two existing grit clarifiers/washers in Headworks Building, (iv) install three polymer pumps and two polymer containment systems in North Sludge Building, (v) install crane and hoist in North Sludge Building, (vi) incorporate miscellaneous upgrades to the North Sludge Building and piping to meet NEPA 820 explosion-proof standards, (vii) incorporate miscellaneous North Sludge Building improvements including replacing windows with garage doors, install new door in building envelope, install floor drain and connect to sewer to north, and replace existing man doors, and (viii) incorporate miscellaneous Sludge Storage Barn improvements, including lighting, siding, and concrete walls.

Potential Elements: (ix) replace existing gravity belt press with a rotary drum thickener in North Sludge Building, (x) install H<sub>2</sub>S and Siloxane removal system, (xi) install sludge strainer at the Headworks Building, (xii) replace existing ladder with stairway on outside of Anaerobic Digester #3, (xiii) repair stucco on Anaerobic Digesters #1 & #2 and (xiv) repair ground water leak in tunnel connecting North Sludge and South Sludge Buildings.

The City currently contemplates that the Project will include the development, design, construction,



procurement of fixtures, and equipment necessary for completion of the Project as referenced above and should additionally include the following:

- The wastewater utility plant must be continuously operational throughout construction. Developer to prepare Maintenance and Operations plans and submit for City approval prior to construction.
- Offerors should also submit proposals for the operation and management of the Project, under guidance from the City. Operation and management proposals should assume that the Project will be operated as a part of the City's wastewater utility which serves the City.
- The existing conveyor is prone to frequent failure. The Developer to install a temporary replacement at the beginning of the Project and prioritize the installation of the permanent replacement.

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

This is an initial RFPQ and the City reserves the right to amend, alter, or expand the scope of the RFPQ with the issuance of addenda at any time. Such addenda shall be made available to all offerors at the time of revision.

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

## 1.2 PROJECT SITE & BUDGET

The Project is located at 197 Washington Street in the City. The Project site consists of the wastewater treatment plant, including the north sludge building, the sludge storage barn and the headworks.

### *Project Budget*

Offerors shall submit their proposals for funding the Project. The Project will be funded directly by the City through bonds and, if necessary, existing funds on hand. The Project budget is estimated to be at an amount not to exceed Six Million Dollars (\$6,000,000). Project budget adjustments may be considered if return on investment, revenue generation, economic impact, flexible use, related analysis, and alignment with partner priorities indicate that a budget adjustment would be warranted and in the long-term interests of the community. Such budget adjustments will be considered during the evaluation and scoping processes set forth in the full copy of the RFPQ. Offerors should include proposed financing structures and operating cost estimates with their offers and are encouraged to recommend financing structures.

## 1.3 PROCUREMENT METHOD

It is anticipated that the Developer will develop, design, construct, procure fixtures and equipment, operate and maintain the Project in return for periodic payments, which payments are likely to include significant milestone payments made by the City during the construction process. The Offeror and the City shall negotiate a milestone payment schedule during the Scoping Period (as hereinafter defined), which will be incorporated into the PPA. It is anticipated that the Offeror will transfer the Project components to the City at the conclusion of an initial operation period with rights to retain the operator identified by the Offeror for the Project as the City's operator. Accordingly, the Build Operate Transfer ("BOT") procurement method is anticipated for this project.

## 1.4 PROJECT GOALS

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

- Design and install the referenced upgrades and improvements to the City's wastewater utility;
- Ensure the Project is designed, built and constructed in an expedited manner with a targeted goal of completion by the end of 2025;
- Ensure first-class operation of the Project, with demonstration of the ability to ensure full continuous use of the wastewater utility throughout Project construction;
- Achieve facility operational savings and promote placemaking and sustainability goals through selection and commissioning of efficient building systems, innovative design elements, and forward-thinking facility utilization strategies;
- Achieve operational efficiency through efficient planning of space to accommodate various processes and activities and designing component layout and connections in a manner to optimize serviceability;
- 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; and
- Sustainable design is a key attribute that must be considered and incorporated into the Project. This preference may include: (i) energy efficient design; (ii) consideration of renewable energy systems while demonstrating the ability to deliver lowest first cost approaches; and (iii) any other energy/environmental efficiency mechanism available that could be used to obtain funding from any source of federal funding or federal program.

#### 1.5 PROCURING AGENCY

The City, by and through its Board of Public Works and/or Common Council, will be the procuring agency for the Project.

#### 1.6 KEY STAKEHOLDERS

The Project will be led by the Mayor and other stakeholders as assigned by the Mayor including the Noblesville Utilities Department.

#### 1.7 BONDING CAPACITY

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

## 2. PROCUREMENT PROCESS

Pursuant to Indiana Code Section 5-23 et seq., the City is authorized to solicit requests for proposals, to conduct discussions with Offerors to clarify their proposals, to have eligible Offerors revise their proposals and to negotiate best and final offers with responsible Offerors who submit proposals that the City determines to be reasonably susceptible of being selected for award of the PPA.

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

Following submission of the PSOQs, the City reserves the right to conduct discussions with one or more of the Offerors to clarify their PSOQs and to understand and evaluate them in accordance with the process set forth herein.

The City will evaluate the original PSOQs or, if applicable, Revised Proposals, based on the criteria described in the RFPQ.

The City intends to negotiate with and award a professional services agreement with one of the Offerors (the “Scoping Agreement”) for the purpose of further defining the scope, performing design services, performing engineering and/or architect services, programming, and total cost of the Project, including a Guaranteed Maximum Price (“GMP”) (the “Scoping Period”). Upon completion of the deliverables within the Scoping Agreement, the City intends to enter into a PPA that includes the GMP. If the selected Offeror is unable to present an acceptable proposal for: (a) the design; and (b) the establishing of a GMP for the Project (the “GMP Proposal”), the City reserves the right to terminate the Scoping Agreement at any time pursuant to its terms and enter into negotiations with another Short-Listed Offeror.

Questions regarding this RFPQ must be submitted in writing via email to the City’s Designated Representative, Jonathan Mirgeaux, PE, Director of Utilities ([jmirgeaux@noblesville.in.us](mailto:jmirgeaux@noblesville.in.us)). The City may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format to the Offerors via email upon an Offerors request for the same.

Offerors shall not contact, communicate with, or discuss any matter relating to this RFP during the procurement process with any elected official of the City, members of the Evaluation Committee or their advisors, other than the person noted above. No oral interpretation or clarification will be made to any Offeror as to the meaning of the RFP or other information furnished by the City with this RFP. Any such communication initiated by an Offeror shall be grounds for disqualifying the Offeror from consideration of this Project award.

## 2.1 RFPQ AND OVERALL PROCUREMENT AND PROJECT SCHEDULE

Issue Request for Proposals and Qualifications		March 12, 2024
PSOQ Due Date		April 9, 2024 (Due by 9:00 AM)
Public Hearing and Selection of Developer		May 13, 2024
Award and execution of Scoping Agreement		May 13, 2024

This schedule is subject to modification at the discretion of the City. Offerors will be notified of any change in schedule for the RFPQ by addendum to this RFPQ.

## 2.2 PROPOSAL CONTENTS AND REQUIREMENTS

Each Offeror shall submit its PSOQ in accordance with the above submission format and timing requirements, and submit its Proposal in accordance with the following content requirements:

- Cover Letter

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

- Project Approach to GMP

The City intends to establish a GMP for this Project at the end of the Scoping Period and prior to execution of the PPA. The Offeror shall present an Execution Plan within the PSOQ, including the team's approach and timing for establishing a GMP for the Project. The Offeror shall include its proposed strategy, if any, for shared cost savings, with a narrative describing how such a strategy will provide the City with the lowest total borrowing amount and GMP.

- Project Schedule

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

- Project Experience with Public Private Agreement and GMP

List a minimum of three (3), but no more than five (5) projects led by Offeror that are most representative of Offeror's performance in the delivery of a public private partnership. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members. The following details should be provided with each project: Project Name and Location, Owner, Designer, Project Type and Size.

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

- Qualifications

Include in the main narrative of the Proposal a description of the Offeror team's qualifications to perform and complete all of their portion of the services, in accordance with the requirements of the RFPQ and clearly state which portion of the services are being performed by each Offeror team member. Provide (3) three references from past projects, including project name and contact information of the owner or owner's representative.

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

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

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

- Non-Collusion Affidavit

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

- Interviews

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

- Main Narrative

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

- Identification of the team proposed by the Offeror to design, develop, construct, operate, and maintain the Project.
- 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 and present potential approaches to maintain operations during project implementation.

## 2.3 PROPOSAL EVALUATIONS

### 2.3.1 EVALUATION COMMITTEE

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

- Matt Light
- Jack Martin
- Jonathan Mirgeaux
- Gene Stafford
- Kristyn Parker
- Dennis Otten

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

### 2.3.2 EVALUATION METHODOLOGY

The City's decision to enter into a PPA with an Offeror will be made on the basis of the best qualified Offeror's qualifications, Project Approach, and ability to deliver the City with the best value over the life of the Project. The City reserves the right to reject all offers and shall make a decision it believes is in the best interest of the City's residents. The City reserves the right to assemble a team from the proposals received. If an Offeror does submit a proposal as a team, the City reserves the right, and has the sole discretion, to amend the Offeror's team if it is believed to be reasonably necessary by the City. Price will be a component but not the only component considered by the City. The City will weigh the ability to deliver the best value over the life of the Project as the

primary component. The proposal does not need to be accompanied with a certified check, but final selections are subject to the financial responsibility and bonding components laid out in this RFPQ. The Evaluation Committee will be having discussions with offerors for the purpose of clarification to assure full understanding of and responsiveness of the solicitation requirements and to engage in negotiations as permitted by Indiana Code.

### 2.3.3 ACCEPTANCE OF PROPOSAL

Award of a PPA will be made to the qualified Offeror whose overall PSOQ, in the City's judgment, best meets the content and other factors of the RFPQ. All Offerors are encouraged to include their most favorable terms and as much information as possible in their PSOQ.

#### *Execution of PPA*

The successful Offeror shall execute a Scoping Agreement with the City as set forth in the RFPQ and without exception, and in such number of counterparts as the City may request. During and upon completion of the services to be performed in the Scoping Agreement, the parties shall negotiate the PPA, including the final GMP for the Project.

The failure of the successful Offeror to execute the PPA and to supply the required bonds when the PPA is presented for signature, or within such extended period as the City may grant, based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the PPA to the next highest evaluated Offeror or re-procure for Proposals.

### 2.3.4 COMMUNICATION

From the date of issuance of this RFPQ until an Offeror is selected by City, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), other electronic means or formal written communication. The specific rules of contact are as follows:

- (a) Each Offeror shall designate one representative responsible for contacts with City and shall correspond with City regarding the RFPQ only through City's Representative.
- (b) No Offeror or representative thereof through either of their respective employees, agents, or representatives shall have any *ex parte* communications regarding the RFPQ with the Members of the Board of Works, any member of the City Council, or with any City staff involved with the procurements, except for communications expressly permitted by the RFPQ (including with members of the Evaluation Committee which are authorized to the extent appropriate and necessary to evaluate proposals and/or negotiate revisions) or except as approved in advanced by the City. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFPQ or participation in public meetings. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of the City.
- (c) No Offeror may prohibit subcontractors that are shared between two or more Offeror teams from communicating with their respective team members.

## 3. DEVELOPER RESPONSIBILITIES

### 3.1 ENVIRONMENTAL

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

### 3.2 PERMITTING

It will be the Developer's responsibility to advance, obtain, and maintain all required permits for the Project, including, for example, but not limited to Indiana Department of Environmental Management construction permits and any permits as may be required by the City Planning Department.

### 3.3 UTILITIES

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

### 3.4 DESIGN

Developer will be responsible for all aspects of the design for the Project. All drawings and building information models shall be made available to the City. All requests for deviations shall be included in the PSOQ documentation.

### 3.5 CONSTRUCTION

Developer will be responsible for construction and commissioning of the Project.

### 3.6 FFE PROCUREMENT AND INSTALLATION

Developer will be responsible for selection, procurement, delivery, coordination, and installation of all fixtures, and equipment for the Project. The fixtures and equipment will be defined through the Scoping Agreement and evaluation processes.

### 3.7 RELOCATION

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

### 3.8 LIFECYCLE MAINTENANCE

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

### 3.9 FACILITY MANAGEMENT SERVICES

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

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

### 3.10 HANDBACK

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

### 3.11 SECURITY

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

### 3.12 OPERATIONS AND MAINTENANCE; WARRANTIES

Developer will be responsible for performing operations and maintenance for the Project for a minimum of the thirty (30) day period beyond the date of handback (the "Operating Period"), subject to further agreement of the parties during the process of developing the PPA. Developer's designer-builder will also be required to provide a warranty of the design and construction work for a period of at least one (1) year after handback. Parent guarantees and warranty bonds from the designer-builder may be required to support the designer-builder's obligations with respect to such warranties and work relating to such portions.

Developer's responsibility for performing operations and maintenance during the Operating Period shall be subject to the terms and conditions of the PPA, which shall include, but not be limited to, the following: (a) the City shall have the sole right to direct the work to be performed during the Operating Period; and (b) all work performed during the Operating Period shall be included within the GMP, unless otherwise subject to applicable warranties or otherwise negotiated by the parties.



