

CITY OF BOONVILLE, INDIANA

Request for Proposals and Qualifications To Build Operate and Transfer

Boonville Aquatic Facility & Park Improvements

Through a Public-Private Partnership Agreement

Issued: March 1, 2024

PSOQ Due Date: **April 16, 2024 at 4:00 PM Central Time**

1. EXECUTIVE SUMMARY/INTRODUCTION

1.1 OVERVIEW OF THE OPPORTUNITY

The City of Boonville, Indiana (the “City”) is pleased to present this Request for Proposals and Qualifications (“RFPQ”) to prospective entities or groups of entities (the “Offeror(s)”) interested in submitting proposals and statements of qualifications (“PSOQs”) to develop, build, furnish, operate, maintain, and transfer a new Boonville Aquatic Facility and City Lake Park Improvements (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 may be received by the City at the Boonville City Hall, 135 S. Second Street, Boonville, Indiana 47601 Attention: Aquatics RFPQ, or sent via email to Sara Heerdink, mayorassistant@boonville.in.gov, until 4:00 p.m., local time, on April 16, 2024. Any PSOQ received after the designated time may be returned unopened. The PSOQ should be clearly marked "RFPQ Aquatics Facility" on the outside of the envelope.

For Proposals submitted by hard copy, 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”. All materials submitted may be subject to applicable public access laws.

Project Description

The Project involves the development, construction, operation, and transfer of the Boonville Aquatic Facility and improvements to City Lake Park, and procurement of FFE (furniture, fixtures, and equipment) for the Project. The specific scope of the Project and City funding will be subject to final negotiations with Offerors. The detailed Project plans and specifications (“Project Plans”) are available upon request from the City.

The City currently contemplates that the Project will include:

- Boonville Aquatic Facility – The project consists of the demolition of the existing pool; renovation of the existing pool house; a new pool house with restrooms, locker rooms, storage space and party rooms; an Olympic size swimming pool; sidewalks; roads; parking lots; new drive off of SR 62; and water, wastewater and stormwater infrastructure.
- City Lake – Improvements to City Lake Park including but not limited to demolition of the existing splashpad and replacement with a new splashpad; demolition of existing playground equipment and replacement with new playground equipment; replacement of sidewalks and parking lot and other miscellaneous appurtenances.
- All related site work for construction of the Project, including but not limited to onsite utilities, hardscape/landscape, street access, site security, etc.
- All work for the construction of the Project must be done in compliance with the Project Plans.

The City is under contract with Rundell Ernstberger Associates (REA) to prepare Project Plans which are currently in development. The design is estimated to be completed by June, 2024.

1.2 PROJECT SITE & BUDGET

A site plan showing the location for the Project is included as Attachment A.

Project Budget

The City anticipates using cash reserves and/or public financing to fund the Project, and final funding terms will be subject to final negotiations between the City and Offerors. The Project budget is estimated to be at an amount not to exceed Thirteen Million Dollars (\$13,000,000) for construction. Project budget adjustments may be considered if return on investment, 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.

1.3 PROCUREMENT METHOD

It is anticipated that the Developer will develop, construct, and procure FFE for 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 will negotiate a milestone payment schedule during the Scoping Period (as hereinafter defined), which is anticipated to be incorporated into the PPA.

1.4 PROJECT GOALS

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

- Build state of the art facilities in compliance with the Project Plans;
- Ensure the Project is designed, built, and constructed in an expedited manner with a targeted goal of completion by May, 2025 for the City Lake Park Improvements and May, 2025 for the Aquatic Facility;
- Achieve facility operational savings through efficient building systems;
- Provide a Project that enhances community investment and partnerships; and
- Achieve best value in the construction, furnishing, and maintenance of the facilities, taking into account the long-term cost impacts of design, construction, and equipment.

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.

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 construct the public facility (i.e., the Project). For a performance bond, an amount not less than fifty percent (50%) of the cost to construct the public facility (i.e., the Project). Bonds will not be required to be available until construction on the Project commences. Bonding capacity may be provided by any member of the Offeror's team.

2. PROCUREMENT PROCESS

Pursuant to Indiana Code Section 5-23, 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 to enter into a PPA with the City. The selection of the Developer 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 may 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, programming, and total cost of the Project, including a Guaranteed Maximum Price ("GMP") for the construction of the Project (the "Scoping Period"). Upon completion of the deliverables within the Scoping Agreement, the City may enter into a PPA that includes the GMP and operation of the Facilities. If the selected Offeror is unable to present an acceptable proposal for the establishing of a GMP for the Project, the City reserves the right to terminate the Scoping Agreement at any and enter into negotiations with another Offeror.

Questions regarding this RFPQ should be submitted in writing via email to Sara Heerdink at mayorassistant@boonville.in.gov. 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.

2.1 RFPQ AND OVERALL PROCUREMENT AND PROJECT SCHEDULE

Issue Request for Proposals and Qualifications	March 1, 2024
PSOQ Due Date	April 16, 2024
Public Hearing and Selection of Developer	May, 2024

This schedule is subject to modification at the discretion of the City.

2.2 PROPOSAL CONTENTS AND REQUIREMENTS

Each Offeror should 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 designates the Offeror's preferred contact person and office in charge (name, phone number, email address) for all correspondence through the RFPQ process.

- Project Plan and Approach

Describe the Offeror's plan and approach to the Project, including:

- a description of the project team, credentials of key project team members, and the roles and responsibility of each firm on the team;
- a plan (the "Execution Plan") outlining the Offeror's approach to collaboration with stakeholders, management of milestones, Owner approvals, maintenance and communication of Project schedule and budget status, and document and information management, all while remaining compliant with the Project Plans;
- the Offeror's Price/Bid (to be a GMP) to complete the Project according to the Project Plans;
- describe any of Offeror's concerns with or objections to the Project Plans, or any of Offeror's proposed changes to the Project Plans;
- a statement of the construction, maintenance, and operational warranties that the Offeror will provide for the Project;
- a proposed strategy, if any, for shared cost savings, with a narrative describing how such a strategy will provide the City with the lowest total cost amount and GMP; and
- any material assumptions, terms, or expectations of the City that are required by Offeror for the Project aside from the GMP and project oversight by the City.

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, or replacement of all or portion of the Project within its PSOQ response.

- Project Schedule

A proposed schedule for the Project, including a milestone construction schedule, shall be included with the PSOQ.

- Project Experience with Facility Construction, Public Private Agreement, and GMP

List no more than five (5) projects led by Offeror that are most representative of Offeror's performance in the delivery of a facility or partnership similar to this Project. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members.

- 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 investments in the community over the past five (5) years.

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.

- Interviews

The City may conduct interviews with Offerors. Include availability for interviews and the proposed representatives of the team that will sit for such interviews.

- Non-Collusion Affidavit

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

2.3 PROPOSAL EVALUATIONS

2.3.1 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, ability to timely construct the Project on budget, cost and fee considerations, ability to deliver the City with the best value and public benefit over the life of the Project, the Offeror's community partnerships and ability to attract community and private investment in the Project or long term operation of the Project, and the best interests of the City and its residents. Price will be a component but not the only component considered by the City. The City reserves the right to reject all offers and shall make a decision they believe is in the best interest of the City. 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. 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 City may investigate the qualifications of any Offeror, require confirmation of information furnished, and require additional evidence of qualifications. The City also reserves certain rights, including, but not limited to, the following: (a) Reject any or all proposals; (b) Issue subsequent RFPQs; (c) Cancel the entire RFPQ; (d) Remedy any errors in the RFPQ process; (e) Appoint additional committees to review qualifications and proposals; (f) Seek the assistance of outside technical experts in evaluation; (g) Approve or disapprove of the use of particular subcontractors; (h) Establish a shortlist of eligible Offerors for discussions or negotiations after review of Proposals; (i) Negotiate with any or all Offerors; (j) Solicit best and final offers from all, some, or none of the Offerors; (k) Enter agreements with all, some, or none of the Offerors; (l) Waive informalities and irregularities in the RFPQ; and (m) Enter a PPA or Scoping Agreement without additional discussions or negotiations. Any decision made by the City, including selection of a Proposal, shall be final and is not subject to appeal.

2.3.2 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, including the Project Plans. All Offerors are encouraged to include their most favorable terms and as much information as possible in their PSOQ.

Execution of PPA

The Offerors should expect that the terms of the PPA will require the Developer and its partners to accept full responsibility for the Project, subject to City funding requirements and general oversight. If the Offeror intends for the City to accept responsibility or liability for any portion of the Project other than funding commitments, the Offeror should specify those terms in its Proposal.

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.

3. ASSUMPTION OF LIABILITY

The City and its advisors and consultants assume no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFPQ. All such costs shall be borne solely by each Offeror.

In no event shall the City or its advisors or consultants be bound by, or be liable for, any obligations with respect to the Project until such time (if at all) an interim and/or comprehensive written agreement, in form and substance satisfactory to the City, has been executed and authorized by the City. It is an express condition of tender and consideration of any proposal that the Offeror release the City and all its elected and appointed officials, representatives, attorneys, accountants, consultants, engineers and employees from all causes of action, suits, claims or demands which may arise as a result of any decision made as a result of this RFPQ.

Any and all information made available to the Offerors is made for convenience purposes and is without representation or warranty of any kind.

Attachment A
SITE LOCATION – PROPOSED AQUATIC FACILITY



SITE LOCATION – PROPOSED CITY LAKE PARK IMPROVEMENTS



Attachment B

NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Offeror has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other offeror or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from submitting a Proposal, or (iii) to induce a person to refrain from submitting a Proposal; 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 proposals in any way or manner whatsoever.

[Signature by or on behalf of the Offeror in the spaces provided below shall constitute execution of each and every part of this Proposal. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Written Signature: _____

Printed Name: _____

Title: _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF ____

SS:

COUNTY OF .

Subscribed and sworn to before me this ____ day of _____, 20__.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

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