

**NEW LAWRENCE EDUCATION AND COMMUNITY CENTER CONSTRUCTION AND EQUIPPING PROJECT
(NEW CONSTRUCTION AND SITE DEVELOPMENT)**

This **REQUEST FOR PROPOSALS** (the “RFP”) from the Owner named below invites the submittal of a proposal (the “Proposal”) from persons or firms interested in providing construction management as constructor services for the Project, as defined below and more fully described in this RFP. By submitting a Proposal, the Offeror represents that it has carefully read the terms and conditions of this RFP and all attachments and addenda and agrees to be bound by them. This RFP is not an offer to enter into a contract of any kind with the Owner, but merely a solicitation of persons or firms interested in submitting a Proposal to the Owner for the Project (each person or firm, an “Offeror”).

OWNER:

MSD of Lawrence Township (the “Owner”)

6501 Sunnyside Road
Indianapolis, IN. 46236

PROJECT:

New Lawrence Education and Community Center Construction and Equipping Project (New Construction and Site Development)

Anticipated to be on vacant property located at the intersection of Wheeler Road and Hawkins Road, Indianapolis, IN. 46236

OWNER CONTACT PERSON:

Offerors shall submit the Proposals to,

Rodger Smith, Chief of Operations

MSD of Lawrence Township
6501 Sunnyside Road
Indianapolis, IN. 46236

PROPOSAL DUE DATE, TIME, AND LOCATION:

The Proposals shall be submitted no later than 2:00 PM, applicable Eastern Time, on Friday, March 3, 2023, at the Administration Office of the Owner, which is located in the 6501 Sunnyside Road, Indianapolis, IN. 46236, Attention: Mr. Rodger Smith, Chief of Operations.

The Owner’s Evaluation Committee for the Project (the “EC”) will review and evaluate only those Proposals that the Owner and the EC, in their sole and complete discretion, determine to be submitted in compliance with the requirements set forth in this RFP and contain all of the information required by this RFP. It is the Offeror’s sole responsibility to ensure that the Proposal is delivered in compliance with all of the requirements set forth in this RFP and contains all of the information required by this RFP. If a Proposal is mailed, sent by overnight delivery service or sent by messenger or courier service, the post office, delivery service, messenger or courier service, as applicable, becomes the agent of the Offeror and not that of the Owner. **DO NOT FAX OR EMAIL PROPOSALS. PROPOSALS RECEIVED VIA FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL BE RETURNED TO THE OFFEROR WITHOUT CONSIDERATION BY THE OWNER OR THE EC.** Each of the Owner and the EC reserves the right to reject for any reason and for no reason at all any and all Proposals received by the Owner and to be the sole judges of the value and merit of the Proposals submitted. If such termination occurs, the Owner shall not be liable for any costs incurred by any of the Offerors with respect to any Proposal.

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SECTION 1: OWNER DESCRIPTION

1.1 General

The Owner is located in Marion County, Indiana. The new Lawrence Education and Community Center (the “New Facility”) is currently anticipated to be located on approximately 4 acres of vacant property located at the intersection of Wheeler Road and Hawkins Road, Indianapolis, Indiana. The Owner currently anticipates acquiring the property in 2023. Once the New Facility is completed, it will replace the Owner’s existing Lawrence Education and Community Center Center.

1.2 Funding/Authority

The Owner will provide up to \$16,000,000 in Bond funding for the Project and all related costs.

1.3 Access to RFP | Communications during Proposal Process | Procurement Website

1.3.1 A Legal Notice of Request for Proposals for Construction Manager as Constructor Contract was published on February 10, 2023, and will be published again on February 17, 2023. A copy of the Legal Notice of Request for Proposals for Construction Manager as Constructor Contract is attached to this RFP as Exhibit C.

1.3.2 As of the initial date of Publication of Legal Notice of Request for Proposals for Construction Manager as Constructor Contract noted above, until the completion of the Procurement process, all Offerors must communicate with the Owner and/or the EC or their respective agents through only the Owner’s Architect (the “Architect”), whose contact information is as follows:

Anna Marie Burrell, AIA
Schmidt Associates
(317) 263-6226 (office)
(317) 407-7750 (mobile)
ABurrell@schmidt-arch.com

1.3.3 Any Offeror who otherwise contacts any employee, agent or elected or appointed official of the Owner or any member of the EC between the date noted above and the award of the Construction Manager as Constructor Contract is subject to disqualification at the sole and complete discretion of the Owner.

SECTION 2: OVERVIEW OF PROJECT

2.1 General

2.1.1 The work being considered by the Owner involves a new build and associated site work of the New Facility, all as more fully described in more detail on Exhibit A attached hereto (the “Project”).

2.1.2 The General Construction and Site Development portion of the Project is currently anticipated by the Owner to be completed by the Offeror selected by the Owner (the

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“CMc”) pursuant to a Construction Manager as Constructor Contract between the Owner and the CMc.

2.1.3 The estimated budget for the work to be done by the CMc is anticipated not to exceed twelve million dollars (\$12,000,000.00.)

2.1.4 The Project includes the following with respect to the New Facility and related site improvements (see Exhibit A for additional information).

2.1.4.1 The New Facility containing approximately 46,000 square feet.

2.1.4.2 Parking for approximately 225-250 vehicles.

2.1.4.3 All associated heating, cooling, electrical and plumbing systems.

2.1.4.4 Site improvements, including driveways, entrances and exits.

2.2 Project Objectives

2.2.1 Establish a collaborative relationship between the Owner, the Architect, and the CMc to deliver quality construction of the Project on time and within the Owner’s budget.

2.2.2 Construct the Project to achieve energy efficiency and low maintenance.

2.2.3 Maintain a safe, injury free work site.

2.2.4 Minimize impacts to the Owner through close coordination with the Owner and the Architect.

2.3 Scope of Work

2.3.1 The CMc shall provide pre-construction and construction services consistent with AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor (the “Construction Manager as Constructor Contract”) where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, in accordance with the Indiana Code 5-32, as amended.

2.4 Estimated Budget

2.4.1 The estimated budget for the Scope of Work referenced in Section 2.3 is estimated to not exceed twelve million dollars (\$12,000,000.00).

2.5 Project Procurement Schedule

2.5.1 The following is the Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule via addenda issued prior to the date set forth below.

2.5.2 Project Procurement Schedule:

Date	Event
02-10-23	Legal Notice of RFP Published first time
02-17-23	Legal Notice of RFP Published second time
03-03-23	CMc Proposals Due
03-07-23	Proposal Review

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03-08-23	Walk-Through
03-10-23	Interviews Scheduled
03-20-23	Approve Successful Offeror
January 2024	Mobilize for Construction
December	Project Complete (Per CMc's approved schedule)

2.6 Definitions

2.6.1 Business Day: any day on which the Owner is open for regularly conducted business.

2.6.2 Construction Manager as Constructor or CMc: The entity that enters into the Construction Manager as Constructor Contract with the Owner.

2.6.3 Design Excellence: Design Excellence is achieved with memorable design solutions that exceed the Owner's vision and defined functional requirements; include state of the art structures and facilities that are high performance and sustainable; and possess a holistic awareness that considers context, site, and the environment.

2.6.4 Procurement: The Owner's process for selecting a CMc for the Project.

2.6.5 Procurement Documents: All documents issued by the Owner in connection with the Procurement.

2.6.6 Projects of Similar Scope and Complexity: Projects that had completion dates within the last 5 years and that have many or all of the following characteristics:

2.6.6.1 Projects of a similar size, budget and type of construction.

2.6.6.2 Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design; and

2.6.6.3 Projects where the Offeror was selected prior to the establishment of the final price and schedule and where the Offeror collaborated with the owner to develop the final price and schedule.

2.6.7 Proposal: The response provided by any of the Offerors in accordance with this RFP.

SECTION 3: PROCUREMENT PROCESS

3.1 General Information

3.1.1 Compliance with Legal Requirements

3.1.1.1 This Procurement will be in accordance with the Indiana Code Section 5-32, as amended, and all applicable federal, state, and local laws, as well as the Owner's policies and procedures.

3.1.2 Conflict of Interest

3.1.2.1 Consultants who assisted the Owner in the RFP preparations may not propose as the CMc on the Project.

3.1.3 Evaluation Committee

3.1.3.1 The members of the EC are:

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- 3.1.3.1.1** Dr. Shawn Smith, chairperson, as a representative of the Board of Education of the Owner (the “Board”);
- 3.1.3.1.2** Rodger Smith, as a representative of the Board;
- 3.1.3.1.3** Matt Miles, as a representative of the Board;
- 3.1.3.1.4** A member of the Board as appointed by the Board or the Superintendent of the Owner (the “Superintendent”); and
- 3.1.3.1.5** A member of the Board as appointed by the Board or the Superintendent.

3.1.4 Expenses of Offeror and Payment of Stipend

- 3.1.4.1** There will be no stipend available with respect to the Project and no expenses of any Offeror shall be reimbursed by the Owner.

3.1.5 Public Disclosure

- 3.1.5.1** All documentation and submittals provided to the Owner or the EC may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner and the EC will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.
- 3.1.5.2** Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner or the EC under the applicable public records law. The Owner will endeavor to provide at least two (2) Business Days’ notice of a public records request for material submitted pursuant to this RFP. Offerors must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of receipt of the notice. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.

3.1.6 Protest Procedures (See Exhibit B).

3.1.7 Identification of Projects of Similar Scope and Complexity

- 3.1.7.1** For each Project of Similar Scope and Complexity identified in the Proposal, provide the following information. The information required in this section can either be provided in a separate section of the Proposal, in the narrative for each of the evaluative criteria in Section 3.4, or a separate table for the identified Projects of Similar Scope and Complexity. The identification of Projects of Similar Scope and Complexity will not be evaluated separately. Rather, the Projects of Similar Scope and Complexity will be evaluated in the context of the criteria set forth in Section 3.4.
 - 3.1.7.1.1** Name of Project of Similar Scope and Complexity;
 - 3.1.7.1.2** Owner/Customer;
 - 3.1.7.1.3** Location of Project of Similar Scope and Complexity (include address);

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- 3.1.7.1.4** Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;
- 3.1.7.1.5** Project description and applicability and relevance of the referenced Project of Similar Scope and Complexity to the evaluation criteria for the Project;
- 3.1.7.1.6** Name of each Key Team Member who is proposed for the Project who played a significant role on the Project of Similar Scope and Complexity, including a description of their project responsibilities and functions;
- 3.1.7.1.7** The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
- 3.1.7.1.8** The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
- 3.1.7.1.9** Project contact of the owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted Project of Similar Scope and Complexity.

3.2 Owner/EC Rights and Procurement Conditions

- 3.2.1** Each of the Owner and the EC reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:
 - 3.2.1.1** To cancel the Procurement process and reject any and all Proposals;
 - 3.2.1.2** To waive any informality or irregularity;
 - 3.2.1.3** To revise the Procurement Documents and Schedule via an addendum;
 - 3.2.1.4** To reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFP;
 - 3.2.1.5** To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its Proposal and require additional evidence of qualifications to perform the work described in this RFP;
 - 3.2.1.6** To provide clarifications or conduct discussions, at any time, with one or more Offerors;
 - 3.2.1.7** To contact references who are not listed in the Proposal and investigate statements on the Proposal and/or qualification of the Offeror and any firms or individuals identified in the Proposal;
 - 3.2.1.8** To consider alternative technical concepts and/or approaches identified by Offerors;
 - 3.2.1.9** To take any action affecting the RFP process, or the Project that is determined to be in the Owner's best interests; and
 - 3.2.1.10** Approve or disapprove of the use of particular subconsultants, subcontractors, or Key Team Members and/or substitutions and/or changes to subconsultants,

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subcontractors, or Key Team Members from those identified in the Proposal. Such approval or disapproval shall not be unreasonably exercised.

3.3 Outline of the Procurement Process

3.3.1 Request for Proposals (RFP).

3.3.1.1 This RFP invites persons or entities to submit Proposals describing in detail their technical, management, and financial qualifications to provide pre-construction services, permit, construct, and close out the Project.

3.3.1.2 Offerors will submit their Proposal and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFP and any addenda. The Owner will not consider Proposals or other deliverables that are not submitted in compliance with all of the requirements set forth in this RFP or contain all of the information required by this RFP. Offerors are solely responsible for making sure that the Owner receives the Proposal by the date and time set forth in this RFP.

3.3.1.3 The EC will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory requirements and 2) evaluate the Proposal provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the requirements set forth in this RFP will be deemed non-responsive and will not be considered further by the Owner of the EC in this Procurement.

3.3.1.4 All Proposals will be evaluated in accordance solely with the criteria established in the RFP and any addenda issued thereto. The evaluation criteria, including the relative weight or importance given to each, are listed in Section 3.4.

3.3.1.5 The CMc and individual Key Team Members will be used as a basis for selection. Once a Proposal is submitted by an Offeror, neither the Offeror nor Team Members that are submitted to the Owner as part of the Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member; however, a change to any submitted Team Member or Key Team Member will result in re-evaluation and may result in a change to the evaluation of the Offeror.

3.3.2 Offerors, Individual Meetings & Selection Process

3.3.2.1 After receipt of the Proposals, the EC or the Owner may issue additional questions and priorities to the Offerors. This will further explain the evaluation criteria, and other elements of the process.

3.3.2.2 Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.

3.3.2.3 The Owner will conduct a mandatory Site Walk-Through with all Offerors.

3.3.2.4 The EC will publicly open and read aloud the Proposals from the Offerors at the date, time and location identified in the RFP.

3.3.3 Basis for Award of Construction Manager as Constructor Contract

3.3.3.1 The Price Proposal received from each Offeror will be considered by the EC along with the other material requested.

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- 3.3.3.2** The Owner will award the Construction Manager as Constructor Contract to the Construction Manager offering the best value proposal, as determined by the EC. In accordance with Indiana Code 5-32, the award of contract is subject to successful final negotiation of terms and conditions of the Construction Manager as Constructor Contract.
- 3.3.3.3** The Owner is not required to award the contract to the Offeror submitting the lowest Price Proposal, per Indiana Code 5-32.
- 3.3.3.4** The Owner will provide written notification to all Offerors of the selection decision and make a selection summary available to all Offerors at the conclusion of the Procurement.
- 3.3.3.5** The Owner reserves the right to not issue a Construction Manager as Constructor Contract or to suspend or cancel the Project for any reason or no reason at all.

3.3.4 Additional Information: The Owner intends to establish a GMP on the Project. The Owner currently anticipates that the GMP will be established after bids have been received by the CMC from the contractors and prior to construction commencing. The schedule for payment of amounts in connection with the GMP will also identify the required date(s) of substantial completion of the Project.

3.4 Qualifications Phase Criteria for Ranking of Offerors

3.4.1 Prerequisites – Pass/Fail Criteria: The Proposals will initially be reviewed by the Architect for compliance with the requirements of the RFP. The Architect may seek clarifications or additional information from Offerors prior to completing the initial analysis. The following evaluation criteria will be reviewed on a pass/fail basis:

- 3.4.1.1** Complete response to the RFP Questionnaire and in accordance with Indiana Code 5-32.
- 3.4.1.2** Offeror submitting the Proposal is legally entitled to provide services in Indiana and is listed as holding a Certificate of Good Standing by the Indiana Secretary of State.
- 3.4.1.3** Offeror submitting the Proposal has assembled a team with the credentials necessary to be responsible for the completion of the Non-MEP Project.
- 3.4.1.4** Offeror submitting the Proposal has adequately demonstrated the capacity to provide a Performance and Payment Bond of not less than \$12,000,000 from an acceptable surety.
- 3.4.1.5** Offeror submitting the Proposal has established and maintained a Safety Program that results in a safety record below industry averages for the three (3) previous years (or has adequately explained a higher than average record).
- 3.4.1.6** Offeror submitting the Proposal has a written plan for Employee Drug Testing and will cause all team members to maintain a similar plan.
- 3.4.1.7** Offeror submitting the Proposal has demonstrated compliance with the Federal E-Verify Program and will be able to sign the Owner's E-Verify Affidavit if awarded the Project.

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- 3.4.1.8** Offeror submitting the Proposal must include a statement of each Offeror's:
 - 3.4.1.8.1** History of contracting with or hiring minority, women, and veteran business enterprises; and
 - 3.4.1.8.2** Good faith efforts to fulfill the state's goals for contracting with or hiring minority, women, and veteran business enterprises.
- 3.4.1.9** Offeror submitting the Proposal has program in place to perform Background Checks on all of its team members who will be working on the Project site.
- 3.4.1.10** Offeror submitting the Proposal has no record of unacceptable past failure to perform on Projects of Similar Scope and Complexity, as evidenced by reference checks.

3.4.2 Weighted Evaluation Criteria

- 3.4.2.1** The Proposals that pass the prerequisite criteria identified in paragraph 3.4.1 of this RFP will be further evaluated by the EC according to the following weighted evaluation criteria. The weighting is assigned by the possible points associated with each criteria:

3.4.2.1.1 Offeror's Team Qualifications | 25 possible points.

- 3.4.2.1.1.1** Quality and capabilities of the Offeror's key management staff assigned to the Project | **0-10 Possible Points.**
- 3.4.2.1.1.2** Composition and completeness of the Offeror's proposed project team | **0-5 Possible Points.**
- 3.4.2.1.1.3** Experience of the Offeror's team in the design and construction of Projects of Similar Scope and Complexity, using any project delivery method | **0-10 Possible Points.**

3.4.2.1.2 Offeror's Past Performance and the Ability to Perform | 35 possible points.

- 3.4.2.1.2.1** Demonstrated success of the Offeror's team providing integrated project delivery services together previously on Projects of Similar Scope and Complexity | **0-15 Possible Points.**
- 3.4.2.1.2.2** Demonstrated capacity to manage and contract for all of the work for the Project | **0-10 Possible Points.**
- 3.4.2.1.2.3** Demonstrated individual successful past performance of members of the Offeror's team on Projects of Similar Scope and Complexity using the construction manager as constructor delivery method | **0-10 Possible Points.**

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3.4.2.1.3 Offeror's Managerial Resources and Management Plan | 20 possible points.

3.4.2.1.3.1 Offeror's management plan to ensure a successful Project, including Project safety and maintenance of community operations during construction | **0-5 Possible Points.**

3.4.2.1.3.2 Offeror's management plan to achieve excellent integration and cohesion of the entire Project team | **0-5 Possible Points.**

3.4.2.1.3.3 Offeror's management plan to ensure that the design phases of the Project includes the "voice" of trade contractors, and that the construction phase of the Project is adequately staffed with a highly qualified and appropriately trained workforce | **0-5 Possible Points.**

3.4.2.1.3.4 Offeror's management plan and resources to achieve the highest possible Quality Assurance and Quality Control in both design and construction of the Project | **0-5 Possible Points.**

3.4.2.1.4 Estimated Price Proposal | 20 possible points.

3.4.2.1.4.1 Provide an estimated price to provide a Performance and Materials Payment Bond for the total Project value stated in Section 2.1.5 | **0-5 Possible Points.**

3.4.2.1.4.2 Provide approach to establishing an estimated price proposal to provide Construction Manager as Constructor Services based on the total Project duration and Project value stated in Section 2.1.5 to include all of the following: Offeror's overhead and profit, insurance, management fee, cost of Project executive, Project management team, Project field superintendent, estimating, accounting, secretarial, and other related support team members employed or contracted by the Offeror, job-site trailer, vehicles, supplies, communications, travel expenses, and other costs related to the Offeror managing the pre-construction, construction, and Project close-out process | **0-10 Possible Points.**

3.4.2.1.4.3 Provide approach to establishing a price proposal and an estimated cost of Project-related general conditions, which is anticipated to include Project related layout, testing, signage, temporary utilities, temporary roadways and parking, weather protection, dust partitions, hoisting, overhead protection and other OSHA-related costs, fire protection, fencing, barricades,

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cleanup, waste disposal, final cleaning, document reproduction, permit and utility connection fees, builder's risk insurance, and other support material and systems required for the process of construction. The cost of Project-related general conditions is included in the total Project value stated in Section 2.1.5 | **0-5**

Possible Points.

3.4.2.2 Ranking and Short-listing of Offerors

3.4.2.2.1 Following review and scoring of information provided by the Offerors, the EC will select no more than three Offerors to be interviewed and make a presentation to the EC.

3.4.3 Selection Criteria and Best Value

3.4.3.1 Following the Offeror's interview, the EC will make any adjustments deemed necessary to the previously assigned Weighted Scores and make a determination of the Offeror with best value, based upon the Weighted Scores and qualities determined by the EC to be in the best interests of the Owner.

3.4.4 Insurance Types and Limits

3.4.4.1 Such coverages shall be in form and substance reasonably satisfactory to the Owner and with an insurance company currently rated A- or better by A.M. Best Company and meet the requirements set forth in this RFP. Such coverages shall be written on an occurrence basis, except for any Professional Liability or Pollution Liability coverages, which shall be written on a claims-made basis. Such coverages shall provide all major divisions of coverage in conformance with the standard terms, conditions and coverages of the Insurance Service Office (ISO) and National Council on Compensation Insurance (NCCI) policies, forms and endorsements. Such coverages shall be maintained without interruption from the execution of the Construction Manager as Constructor Contract until the date of final payment, and with respect to any coverage required to be maintained after final payment, including the Contractor's Products and Completed Operations coverage and any Professional Liability, Contractor's Professional Liability and Contractor's Pollution Liability coverages, until at least ten (10) years after final completion of the Work or for such longer period if so specified in the Construction Manager as Constructor Contract.

3.4.4.2 Commercial General Liability:

\$2,000,000 General – aggregate – per project
\$2,000,000 Products and Completed Operations – aggregate
\$1,000,000 Personal and Advertising Injury – per occurrence
\$1,000,000 Bodily Injury and Property Damage – per occurrence
\$100,000 Damage to Premises – per occurrence
\$5,000 Medical Expenses – per person

3.4.4.3 Automobile Liability (including owned, non-owned and hired motor vehicles):
\$1,000,000 Combined Single Limit – per accident

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- 3.4.4.4** Worker's Compensation and Employer's Liability: State and Federal (as applicable): Statutory Limit
- 3.4.4.5** Employer's Liability: (without restriction to Worker's Compensation coverage)
 - \$500,000 per occurrence for bodily injury by accident
 - \$500,000 policy limit by disease
 - \$500,000 per employee for bodily injury by disease
- 3.4.4.6** Professional Liability (errors and omissions) coverage for professional services: \$1,000,000 per claim, \$2,000,000 in the aggregate.
- 3.4.4.7** Contractor's Professional Liability (errors and omissions) coverage applicable to the Project with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
- 3.4.4.8** Pollution Liability coverage of \$1,000,000.
- 3.4.4.9** Umbrella/Excess Liability insurance shall provide form coverage in excess of the underlying Commercial General Liability, Automobile Liability and Worker's Compensation and Employer's Liability policies shall have limits of liability of not less than \$10,000,000 per occurrence and in the aggregate.
- 3.4.4.10** Cyber Liability \$500,000 occurrence and General Aggregate Limits.
- 3.4.4.11** Employee Theft/Crime Coverage of \$250,000.
- 3.4.4.12** The CMc shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions required under applicable law and as set forth in the Construction Manager as Constructor Contract.
- 3.4.4.13** The insurance required by the RFP shall be written for not less than limits of liability specified in the RFP or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the execution of the Construction Manager as Constructor Contract until the date of final payment.
- 3.4.4.14** The CMc shall provide the Owner with 30 days prior written notice of any cancellation or non-renewal of any of the insurance policies required by this RFP. The CMc's policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.
- 3.4.4.15** Professional Liability (Errors and Omissions) – Maintain for 3 Years after Substantial Completion. Professional Liability coverage shall be retroactive to the date that professional services first commenced.

3.4.5 Endorsements and Certificates

- 3.4.5.1** Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by the Owner and the selected Offeror. For example, Nuclear Energy Exclusions and those Exclusionary Endorsements relating to Pollutants, Asbestos, Lead, etc. may be

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acceptable depending on project parameters and the grant of coverage that is provided for such exposures under the Professional Liability and Contractors Pollution Liability policies.

- 3.4.5.2** General Liability, Automobile Liability and Umbrella Excess Liability policies shall each include the following endorsements or equivalent:

Unintentional Errors and Omissions Endorsement
Notice of Occurrence Endorsement
Knowledge of Occurrence Endorsement

- 3.4.5.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

- 3.4.5.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies.

- 3.4.5.5** Contractor's Pollution Liability shall be written on either an occurrence or claims-made basis. If coverage in whole or in part is written on a claims-made basis, the policy must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

- 3.4.5.6** The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

- 3.4.5.7** Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to the release of such Naturally Occurring Substances as a result of the performance of Operations.

- 3.4.5.8** If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or retroactive date shall predate the execution of the Construction Manager as Constructor Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment is made.

3.4.6 Additional Insureds

- 3.4.6.1** The Owner and the Owner's officers, directors and employees shall be included as an additional insured or loss payee on a noncontributory basis on all insurance policies of the CMc and the contractors at any tier. Any coverage granted to an additional insured shall be primary and any insurance independently carried by the Owner shall not contribute. The CMc shall furnish to the Owner a copy of all Certificates of Insurance showing the Owner as additional insured or loss payee on a noncontributory basis as set forth above at the time of the execution of the Construction Manager as Constructor Contract. The CMc shall require all of the contractors of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner.

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3.4.6.2 Additional Insured coverage provided under the Commercial General Liability Umbrella/Excess and, if applicable, the Contractor's Pollution Liability policy, shall cover both the premises/operations and completed operations hazards.

3.4.7 Terms and Effective Dates

3.4.7.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the execution of the Construction Manager as Constructor Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after the final payment is made.

SECTION 4: PROPOSAL DOCUMENTATION REQUIREMENTS

4.1 Proposal Format Requirements

4.1.1 The Proposals shall comply with the following format requirements:

4.1.1.1 Five (5) hard copies and one electronic copy submitted on a thumb drive or disc is required. **Electronic copies submitted via email will not be accepted.**

4.1.1.2 The electronic copy of Proposals shall be formatted in searchable .pdf format

4.1.1.3 The body of the Proposal shall be organized in accordance with Section 3.4.

4.1.1.4 The body of the Proposal shall include:

4.1.1.4.1 Letter of interest or cover letter;

4.1.1.4.2 Statement of Offeror's Ability to Provide a Performance and Payment Bond;

4.1.1.4.3 Statement of Offeror's Ability to Meet the Owner's Insurance Requirements;

4.1.1.4.4 Resumes of Key Team Members;

4.1.1.4.5 Divider tabs; and

4.1.1.4.6 Cover pages.

4.2 Proposal Organization

4.2.1 The Proposals shall consist of the following parts:

4.2.1.1 Letter of Interest

4.2.1.2 Minimum Qualifications

4.2.1.2.1 Statement of Offeror's Ability to Provide Performance and Payment Bond.

4.2.1.2.2 Statement of Offeror's Ability to Meet the Owner's Insurance Requirements.

4.2.1.3 Technical & Management Qualifications

4.2.1.3.1 Team Organization

4.2.1.3.2 Pre-Construction and Construction Past Performance

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4.2.1.3.3 Demonstrated History of Successful Projects Similar in Scope and Complexity

SECTION 5: LIST OF ATTACHMENTS

5.1 **Scope of Work (Exhibit A)**

5.2 **Protest Procedures (Exhibit B)**

5.3 **Legal Notice (Exhibit C)**

**Exhibit A
Project Scope of Work**

The Owner desires to construct and equip a New Lawrence Education and Community Center and has retained Schmidt Associates to serve as the Architect for the Project.

The CMc will be required to coordinate all of the work on site.

The Project will be a new facility on vacant property currently anticipated to be approximately 4 acres located at the intersection of Wheeler Road and Hawkins Road in Indianapolis, Indiana.

The proposed Project includes the following improvements:

One building which upon completion is anticipated to contain approximately 46,000 square feet, contain offices for all of the central administration of the Owner currently located in the existing Lawrence Education Community Center, a board meeting room, additional conference rooms and professional development/training rooms and spaces, restrooms and related support and storage areas and rooms, In addition, the Project is currently anticipated to include exterior parking for approximately 225-250 vehicles, related roads, sidewalks, one or more entrances and exits on Wheeler Road and Hawkins Road and related site improvements, exterior lighting and security camera system.

Exhibit B Protest Procedures

The protest procedures applicable to the Procurement are as follows

- a. All protests will be directed to: Rodger Smith, MSD of Lawrence Township Schools.
- b. Any protest based on the form or content of the Procurement documents, which is or should have been apparent prior to the date established for submittal of the Proposal, will not be considered if received by the person set forth above later than ten (10) calendar days prior to the specified submittal date.
- c. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror was notified of any selection decision; however, in no event will a protest be considered if all Proposals are rejected or if the protest is received after award of the Contract.
- d. To be considered, a protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the Project; (3) a detailed description of the specific grounds for the protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- e. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 4:00 p.m.) shall be deemed received the following Business Day.
- f. By submitting a Proposal in response to this Procurement, the Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting a Proposal.

Exhibit C Legal Notice

Notice of
Request for Proposals for
Construction Manager as Constructor Contract

Notice is hereby given that the Metropolitan School District of Lawrence Township Schools, Indiana (the "Owner"), requests any construction manager as constructor (as defined in Indiana Code Section 5-32-2-5, as amended) which is interested in being considered by the Owner as the construction manager as constructor with respect to the proposed construction and equipping of a new education community center for the Owner, all as described in more detail in the New Lawrence Education and Community Center Construction and Equipping Project Request for Proposals for Construction Manager as Constructor Contract, dated as of February 10, 2023 (the "RFP"), to submit a Verified Statement of Proposal to provide Construction Manager as Constructor Services for the Project, as defined in the RFP.

Verified Statements of Proposals shall be received by the Owner until 2:00 PM, applicable Eastern Time on Friday, March 3, 2023, at the Administration Office of the Owner, which is located in the 6501 Sunnyside Road, Indianapolis, Indiana 46236, Attention: Mr. Rodger Smith, Chief of Operations. Each response to the RFP that the Owner and the Owner's Evaluation Committee (the "EC") will determine to be a qualified response must be in accordance with the RFP, all of which is incorporated herein by reference, and all of the provisions of Indiana Code 5-32, as amended and as applicable to the RFP process. Each response to the RFP must also be submitted by a person or entity satisfying the definition of a construction manager as constructor as defined in Indiana Code Section § 5-32-2-5, as amended (each, a "CMc").

To obtain a copy of the RFP or any other available additional information regarding the Project or to ask any questions regarding the RFP, please contact the architect for the Project (the "Architect"), whose contact information is as follows:

Anna Marie Burrell, AIA
Schmidt Associates
(317) 263-6226 (office)
(317) 407-7750 (mobile)
ABurrell@schmidt-arch.com

The RFP contains, but is not limited to the following:

- 1) A description of the Project, including the size and function of the facilities that are the subject of the Project, the maximum budget and the anticipated schedule;
- 2) A description of the source selection process, including:
 - a) The process for communications between the CMc and the Owner, including, but not limited to the EC and any agent of either the Owner or the EC;
 - b) The schedule for the source selection process;
 - c) The EC evaluation procedure; and
 - d) A description of submission requirements;
- 3) The general qualifications for the CMc, including;

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- a) Appropriate experience with similar projects;
 - b) Team experience with construction manager as construction delivery;
 - c) Organizational resources and depth of the CMc;
 - d) The licensing requirements for the CMc selected by the Owner for the Project;
 - e) The insurance requirements for the CMc selected by the Owner for the Project;
 - f) The financial strength and bonding capacity of the CMc selected by the Owner for the Project;
 - g) The CMc's history of contracting with or hiring minority business enterprises and women's business enterprises; and
 - h) The CMc's litigation and disputes history.
- 4) The Project specific qualifications for CMc, including;
- a) The CMc's experience with the facilities or building types that is the subject of the Project;
 - b) The CMc's performance record, including quality, schedule and cost of each project;
 - c) The CMc's proposed team composition, including the team's past experience working together;
 - d) The CMc's current capacity to manage the Project;
 - e) The CMc's proposed key project personnel;
 - f) The CMc's client and project references;
 - g) The CMc's proposed pre-qualifications for potential bidders on the Project; and
 - h) The CMc's proposed form of compensation for its services under the Construction Manager as Constructor Contract, and if the proposed form of compensation will be a guaranteed maximum price, information regarding when and how such guaranteed maximum price will be established.
- 5) A description of the EC's evaluation process, which includes;
- a) An established rating system; and
 - b) The briefing session and formal question and answer process that the EC will conduct with CMc before submission of a Verified Statement of Proposal in response to the RFP.

All of the information set forth in the RFP as described in clauses (1) through and including (5) above are incorporated into this notice by reference. In addition to the foregoing information, a qualified response submitted by CMc must include all of the information required by Indiana Code Section 5-32-3-3, as amended.

Unless otherwise specifically authorized by the Architect, as of the date of this notice, all communication between any CMc and the Owner and/or the EC or their respective agents shall be conducted through only the Architect. Any CMc who otherwise contacts any employee, agent or elected or appointed official of the Owner or any member of the EC between the date of this notification and the award of the Construction Manager as Constructor Contract is subject to disqualification at the sole and complete discretion of the Owner.

All responses to the RFP received by the date and time set forth above, which shall be determined solely by the Owner in its sole and complete discretion, will initially be reviewed by the Architect for compliance with the RFP. The EC will then evaluate all responses and make a recommendation to the Owner regarding which CMc it believes in its sole and complete discretion provides the best value to the Owner with respect to the Project.

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Each of the Owner and the EC reserves the right to reject for any reason and for no reason at all any and all responses received to the RFP and to be the sole judges of the value and merit of the responses offered. The Owner reserves the right to terminate for any reason and for no reason at all the Project prior to executing the Construction Manager as Constructor Contract. If such termination occurs, the Owner shall not be liable for any costs incurred by any of the CMc with respect to any response to this RFP.

Dated: February 10, 2023

Metropolitan School District Lawrence Township, Indiana
By: Dr. Shawn Smith, Superintendent