

SOUTH BEND COMMUNITY SCHOOL CORPORATION

Solicitation For: CMC Services

Response Due Date: March 08, 2024 by 3:00 PM EST

SECTION I: GENERAL INFORMATION AND REQUESTED SERVICES

1.1 INTRODUCTION

SOUTH BEND COMMUNITY SCHOOL CORPORATION (School) intends to solicit responses to this Request for Proposals (RFP) in accordance with specifications contained in this document. This RFP is being posted to School website at https://www.sb.school/news/notice_for_c_m_c for downloading. A nominal fee will be charged for providing paper copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Award Recommendation	School's summary to School board of the proposals and suggestion on offeror selection for purposes of beginning CMC contract negotiations.
Contract Award	The acceptance of the Award Recommendation by School Board
CMC	The offeror who responds to this solicitation by submitting an offer, to whom the award is made under the applicable RFP award standard and who then enters into a CMC contract with School.
Project	The construction, remodeling, rehabilitation, or repair of buildings or other facilities owned by School as described in this RFP.
Offer or Proposal	A response submitted by an offeror to this RFP.
Offeror or Respondent	An offeror as defined in Ind. Code § 5-32-2-12. School will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract.
Services	(1) Preconstruction phase services, including advice during the preconstruction phase of the project as described in this RFP. (2) Consultation, collaboration, project construction management, and other services as described in this RFP, regarding the construction during and after

the design and construction phases. However, the CMc may not procure the project professional architectural and engineering design services. School must directly contract for the services of the architect and engineer of record. (3) Development of a construction schedule, estimated cost of construction, and analysis of qualifications of first tier subcontractors. (4) Subject to the CMc contract, a guarantee of: (A) the cost of the project; and (B) the project schedule.

Total Bid Amount The amount that the Respondent proposes that represents their total, all - inclusive price.

1.3 AWARDS UNDER THE RFP

It is the intent the award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the request for proposal.

1.4 SUMMARY SCOPE OF SERVICES

School seeks to Respondent to outline how it would offer Services based upon the following Project parameters:

Proposed Site	Location	Property Info
Studebaker Building 84	635 S Lafayette, South Bend, IN	View county property records at https://macog.com/maps.html

The Studebaker Building 84 was constructed over 100 years ago, but built to last, utilizing a poured in place concrete with brick exterior and strip windows (windows to be replaced by the building owner and manager).

South Bend Community School Corporation (“SBCSC” or the “School”) intends to solicit responses to this Request for Proposals (RFP) in accordance with specifications contained in this document. SBCSC is seeking to hire a Construction Manager as Constructor Services (the “RFP”) is for the build-out of an interior space at the proposed site.

Information about schools within and students attending can be viewed at <https://inview.doe.in.gov/corporations/1072050000>

- a. Review: School shall be entitled to final review and approval of all Services prior to payment. School and CMC will adhere to mutually agreed upon timelines for reviews (including review by departments), approval and dates, with Services to be supplied according to the schedule outlined in the CMC contract.
- b. Any additional proposal documents are present in the Exhibit section.

c. When School makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the arrangement, the contract may be canceled.

1.5 RFP OUTLINE

Section	Description
General Information and Requested Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by School via this RFP
Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, Diversity Initiatives and a Cost Proposal
Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents' proposals

1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the date, time and location specified in the table below. At this conference, potential, interested Respondents may ask questions about the RFP and RFP process. Respondents are reminded no answers issued verbally at any time are binding on School and any information provided at the conference, unless it is later issued in writing, also is not binding on School.

Particulars	Location	Date & Time
Pre-Proposal Conference	Studebaker Building 84 (2 nd and 3 rd floor) - 635 S Lafayette, South Bend, IN	March 04, 2024 at 1:00 PM EST

1.7 QUESTION/INQUIRY PROCESS

Questions/Inquiries may be submitted via email to wdrehmel@sbcsc.k12.in.us (cc: Kfowler@sbcsc.k12.in.us) and must be received by the deadline indicated.

The subject line of the email submissions must clearly state the following:

CMC Contract Proposal – [INSERT COMPANY NAME]

School will compile a list of any questions/inquiries submitted by Respondents. No Respondent shall rely upon, take any action, or make any decision based upon verbal communications with any School employee.

Other than the designated person shown in this RFP, inquiries and/or communications are not to be directed to board member, employee, or contractor associated or affiliated with School. Such action will most likely disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on School website. If such addenda is necessary, School may extend the due date and time of proposals to accommodate such additional information requirements.

1.8 DUE DATE FOR PROPOSALS

Each Respondent must email and then submit three (3) complete copies of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. All proposals must be sent to:

Kareemah Fowler (c/o William Drehmel), SOUTH BEND COMMUNITY SCHOOL CORPORATION, 215 South Dr. Martin Luther King Jr. Blvd., South Bend, IN 46601

and wdrehmel@sbcsc.k12.in.us (CC: Kfowler@sbcsc.k12.in.us)

The deadline for the proposal is **March 08, 2024 at 3:00 PM EST**. Regardless of delivery method, all proposals must be **sealed** and identified with the RFP information. School will not accept any incomplete proposals. Any proposal received by School after the deadline will not be considered even if postmarked before the deadline.

School accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made consistent with the submittal of the original response, acceptable to School and clearly identified as a modification. Only Respondent's authorized representative may modify or withdraw its proposal and prior to the deadline.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 60 days from the proposal due date.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

School reserves the right to request clarifications on proposals submitted to School. School also reserves the right to conduct discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally and in conducting discussions, School may use information derived from proposals submitted by competing Respondents if the identity of the Respondent providing the information is not disclosed to others. School will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate purpose.

1.12 BEST AND FINAL OFFER

School may request best and final offers from those Respondents determined by School to be reasonably viable for contract award. However, School reserves the right to award a contract on the basis of initial proposals received. Following evaluation of the best and final offers, School may select for final contract negotiations that are most advantageous to School, considering cost and the evaluation criteria in this RFP.

1.13 SITE VISITS

School may request a site visit to a Respondent's offices and facilities to aid in the evaluation of the Respondent's proposal.

1.14 TYPE AND TERM OF CONTRACT

School intends to sign a contract with one Respondent to fulfill the requirements in this RFP. The term of the contract shall be for a period based upon estimated Project completion time frames. There may be renewals at School's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised materials contained in proposals are subject to the Indiana Access to Public Records Act (APRA), and after the contract award, the entire RFP file may be viewed and copied by the public.

1.16 TAXES

Proposals should not include any tax from which School is exempt.

1.17 IDOA REGISTRATION

Offerors are required to be pre-qualified with the Public Works Certification Board and must complete the requirements outlined at <https://www.in.gov/idoa/state-property-and-facilities/public-works/certification-board/>

1.18 SECRETARY OF STATE & DEPARTMENT OF REVENUE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Indiana Secretary of State and Department of Revenue. Information concerning registration with the Secretary of State may be obtained via www.in.gov/sos and Department of Revenue at <https://www.in.gov/dor/business-tax/>

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation neither Respondent nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments or reports to the State of Indiana. Submission of a proposal is a warranty by the Respondent that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity within the United States. Respondents also by submitting a proposal represents neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into a contract with School by any federal agency or by any department, agency or political subdivision within the United States.

1.20 SUMMARY OF MILESTONES

Due to the unpredictable nature of the evaluation period, the estimated dates below are subject to change.

Estimated RFP Dates

Activity	Date
Publication of RFP	February 22 & March 1
Pre-Proposal Conference	March 4 at 1:00 PM EST
Deadline to Submit Written Questions	March 4
FAQs Issued	March 6
Submission of Proposals	March 08, 2024 by 3:00 PM EST
The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.	
Proposal Discussions/Clarifications (if necessary)	March 08
Proposal Interview	March 11
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Guaranteed Maximum Price Timeline (Post-Bid)	TBD
RFP Award Recommendation (Tentative)	March 18, 2024

SECTION II: PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, the format for proposal submission is as follows:

- Each item requesting information must be addressed in the Respondent's proposal.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, Diversity Initiatives etc., must be separate standalone electronic files on the CD-ROM / USB Thumb Drive.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM / USB Thumb Drive.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following unless identified as "optional."

2.2.1 Agreement with requirements listed in this RFP

The Respondent must explicitly acknowledge understanding of the general information presented in this RFP and agreement with any requirements/conditions listed in this RFP and applicable laws including but not limited to Ind. Code § 5-16-6; 5-16-13; 5-32; and 36-1-12.

2.2.2 Summary of Ability and Desire to Supply the Required Services

2.2.3 Signature of Authorized Representative

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will receive communications and notifications via e-mail to the addresses supplied by Respondents.

2.2.5 Confidential Information

A Respondent may wish to provide the following information if it wishes to claim information is not subject to public disclosure:

- List of documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;

- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted (or public viewing) version of the document.

2.2.6 Other Information (Optional)

Any other information the Respondent may wish to briefly summarize relevant to the RFP and Services will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics unless identified as “optional.”

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant to School’s successful acquisition of the Services requested in this RFP.

2.3.2 Respondent’s Company Structure

The legal entity for Respondent’s organization accompanied by documentation from Indiana Secretary of State’s office, the types of ventures in which the organization is involved, and a website showing the organization’s hierarchy, resources, and services are to be included in this section.

2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent’s financial stability. The offeror must submit a financial statement, a statement of experience, a proposed plan or plans for performing the Services, and the resources, labor, technology, materials, supplies, and equipment that the offeror has available for the performance of the Service. The financial statement must be submitted on current forms prescribed by IN SBOA (<http://www.in.gov/sboa/files/Form96.pdf>). Examples of additional acceptable documents may include: federal tax returns or financial statements for the two (2) recent complete fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years along with Indiana SBOA Form 96 (<https://forms.in.gov/Download.aspx?id=6422>)

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that an officer, director, member, manager, or partner, of the organization, has taken responsibility for the correctness of financial information supplied.

2.3.5 Contract Terms/Clauses

Contract provisions that School expects to mandate with the successful Respondent(s) are included in the Exhibit section. Additional contract provisions that each School expects to mandate with the successful Respondent(s) are required under applicable federal and state laws including but not limited to Ind. Code § 5-16-6-1; § 5-16-13; § 5-32; and § 36-1-12 See <https://iga.in.gov/> to review current version of Ind. Code provisions.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms. If a clause is not acceptable as worded, suggest specific alternative wording to address issues raised by that clause. If you require additional contract terms please include them. School reserves the right to reject any requested changes. No proposed additions to the contract will be accepted that are prejudicial to the interests of IN political subdivisions or fair competition.

2.3.6 References

School should receive references for whom the Respondent has provided or services similar to those services requested in this RFP.

2.3.7 Registration to do Business

If awarded the contract, the Respondent will be required to be registered and be in good standing with the Indiana governmental entities (e.g. Secretary of State, Department of Revenue, Department of Workforce Development).

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter must be authorized by the organization to commit the organization contractually.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor.

2.3.10 General Information

Each Respondent must enter general information about its operations including contact information.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into understandable sections. Where appropriate, supporting documentation may be referenced by a page and paragraph number.

2.5 DIVERSITY INITIATIVES

Diversity Initiatives must be divided into understandable sections. Where appropriate, supporting documentation may be referenced by a page and paragraph number.

2.6 COST PROPOSAL

In order for the Cost Proposal to be valid, Respondents must provide proposed annual costs for the Services. Prices must include all labor, materials, supplies, equipment, delivery, shipping, service, and administrative costs.

Cost Proposal Narrative

The Respondent should provide a brief narrative in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal.

Cost Assumptions, Conditions and Constraints

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules.

SECTION III: PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

School has selected personnel to act as a proposal evaluation team. Subgroups of this team will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in this RFP and allowed under applicable laws. Each offeror's: (1) history of contracting with or hiring minority, women, and veteran business enterprises; and (2) good faith efforts to fulfill State of Indiana goals for contracting with or hiring minority, women, and veteran business enterprises; will be considered in the evaluation of the offeror's proposal. Proposals will be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with an offeror, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the

offeror providing the information is not disclosed to others. School will provide equivalent information to all offerors with which School chooses to have discussions.

When School determines it is in the best interests of School: (1) the solicitation may be canceled or (2) offers may be rejected; in whole or in part as specified in this RFP. Notwithstanding any other law, offers may be opened after the time stated in this RFP if both of the following apply: (1) School makes a written determination that it is in the best interest of School to delay the opening and (2) the day, time, and place of the rescheduled opening is announced at the day, time, and place of the originally scheduled opening. The determinations of School are final and conclusive.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2.
- 3.1.3 Based on the results of this evaluation and if School determines to proceed with the Project, School will enter into negotiations with the offeror whose proposal has been selected by the evaluation committee considering: (1) the responses to the RFP; (2) any interviews with selected offerors; and (3) evaluation of fees. If, however, School decides that no proposal is sufficiently advantageous to School, School may take whatever further action is deemed necessary to fulfill its needs.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. If any criteria are found to be inconsistent or incompatible with applicable state or federal laws, regulations, or policies, that criteria will be disregarded and the responses will be evaluated and scored without taking into account such criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal) - (Financial Strength, Experience with CMC, experience with CMC on an educational project, experience with SBCSC, personnel dedicated to the project for the duration of the project)	30 available points

3. Diversity Initiatives – (Your Business Diversity Program during Pre-Construction, how will you ensure the prime and sub-prime contractors strengthen your diversity program, how will you ensure the local contractors in the greater Michiana area, display of understanding of the Studebaker Building)	30 available points
4. Cost (Cost Proposal) - (The lump sum cost for the pre-construction phase, the method of calculating your fee for construction phase)	40 available points
Total	100

Proposals will be evaluated using the following approach.

Step 1: In this step, proposals will be evaluated only against Criteria 1 to ensure they adhere to the Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified, not considered responsive, and/or rejected.

Step 2: Proposals meeting the Mandatory Requirements will then be scored based on Criteria 2, 3 and 4. This scoring will have a maximum possible score. All proposals will be ranked on the basis of their combined scores for Criteria 2, 3 and 4. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation. Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include additional “short lists.”

Step 3: The short-listed proposals will then be evaluated based on the entire evaluation criteria outlined in this RFP. If School conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical proposal, diversity initiatives or cost proposal for the short-listed Respondents, their scores will be recomputed.

The section below describes the evaluation criteria.

- 3.2.1 Adherence to Requirements – Pass/Fail
Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 3 categories cannot exceed 100 points.

- 3.2.2 Management Assessment/Quality (Business and Technical Proposal) - (Financial Strength, Experience with CMC, experience with CMC on an educational project, experience with SBCSC, personnel dedicated to the project for the duration of the

project): **30** available points

- 3.2.3 Diversity Initiatives - (Your Business Diversity Program during Pre-Construction, how will you ensure the prime and sub-prime contractors strengthen your diversity program, how will you ensure the local contractors in the greater Michiana area, display of understanding of the Studebaker Building): **30** available points
- 3.2.4 Cost (Cost Proposal) - (The lump sum cost for the pre-construction phase, the method of calculating your fee for construction phase): **40** available points

In determining whether an offeror is responsible, School may also consider the following factors: (1) The ability and capacity of the offeror to provide the Services; (2) The integrity, character, and reputation of the offeror; (3) The competency and experience of the offeror. In determining whether an offeror is responsive, School may consider the following factors: (1) Whether the offeror has submitted an offer that conforms in all material respects to the specifications; (2) Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offerors; (3) Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.

School expects the contract award will be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the request for proposals. Offers will be received and contracts may be awarded separately or for any combination of a line or a class of Services contained in this RFP.

Note if any of the following occur: (1) The CMc contract is terminated Ind. Code § 5-32-4-6; (2) School and the selected offeror are unable to reach agreement on a CMc contract; (3) The selected offeror does not provide the required bonds as provided in this RFP or applicable laws; School may do any of the following: (1) Negotiate a contract with another offeror; (2) Award contracts and complete the project under any other applicable public work's statute; (3) Terminate the project.

A CMc may perform a part of the public work project only if: (1) School later approves of the CMc's performance of the public work project; (2) the CMc would be awarded a contract for the work under the applicable contract award standard; and (3) the CMc performs only such work that equals not more than twenty percent (20%) of the total value of the public work project.

An offeror does not gain a property interest in the award of a contract by School unless: (1) the offeror is awarded the contract by School's board; and (2) the contract is completely executed by the offeror and School.