



Combined Request for Qualifications and Request for Proposals

For progressive design-build project delivery under Indiana Code Section 5-30 for projects valued at less than \$5,000,000, as amended

This **COMBINED REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL** ("RFQ/RFP") from the Owner named below invites the submittal of Combined Verified Statement of Qualifications ("VSQ") and Progressive Design-Build Proposal ("Proposal") from firms interested in providing design-build services for the Project described below. By submitting a VSQ and Proposal, the Offeror represents that it has carefully read the terms and conditions of this RFQ/RFP and all attachments and Addenda and agrees to be bound by them. This RFQ/RFP is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting a VSQ and Proposal to the Owner for the Project.

OWNER:

(Name and address)

Tri-Township Consolidated School Corporation
309 School Drive
Wanatah, IN. 46390

PROJECT:

(Include Project name and location)

Addition to Wanatah School
309 School Drive
Wanatah, IN. 46390

OWNER CONTACT PERSON:

All communications through the Owner's Design Criteria Developer:

Daniel D. Rawlins, RA, DBIA
The **Rawlins Group**, LLC
(317) 441-7905
dan@therawlinsgroup.com
6706 Marmont Circle
Indianapolis, IN 46220

DELIVER PROPOSAL TO:

Tri-Township Consolidated School Corporation
Administrative Office
309 School Drive
Wanatah, IN. 46390
Attention: Kelly Shepherd, Superintendent

PROPOSAL DUE DATE AND TIME:

Proposals shall be submitted no later than:

Monday, **March 8, 2021**
2:00 PM | Eastern Standard Time

All Verified Statements of Qualification and Proposals must be submitted pursuant to the instructions below. It is the Offeror's sole responsibility to ensure that the Proposal is delivered in the manner required in this RFQ/RFP by the Due Date and Time. Owner has the right to reject any VSQ's / Proposals not properly delivered.

SECTION 1: GENERAL INFORMATION

1.1. Owner Description

- 1.1.1. Tri-Township Consolidated School Corporation, located in LaPorte County, Indiana serves the residents of Cass, Dewey and Prairie Townships, which includes the towns of Wanatah and LaCrosse.
- 1.1.2. The School Corporation currently operates two school campuses
 - 1.1.2.1. Wanatah Public School serves students from PreK through 8th Grade
 - 1.1.2.2. LaCrosse High School serves students in grades 9-12. The original structure was constructed in 1915, with the gymnasium added in 1949.
- 1.1.3. The 2021 Enrollment for the School Corporation, according to the Indiana Department of Education is 341 students, grades PreK-12.
- 1.1.4. The purpose of this project is to consolidate all students on the Wanatah School campus.

1.2. Funding / Authority

- 1.2.1. The Owner has completed the public hearing and follow-up processes to obtain approval for a maximum total project funding of \$2,720,000, as summarized below:

Estimated Cost of Issuance:	\$136,000
Estimated Owner's Soft Costs:	\$100,000
<u>Estimated Design-Builder's Budget:</u>	<u>\$2,484,000</u>
Total Project Funding:	\$2,720,000
- 1.2.2. The final source of funds is expected to be a combination of School Corporations Operations Fund monies, Common School Fund Loan, General Obligation Bond issue and/or Building Corporation Bond Issue.
- 1.2.3. The Owner, Financing Working Group and selected Design-Builder will collaboratively work together to confirm a comprehensive budget breakdown of all costs associated with the project during Design-Builder's Phase 1 Progressive Design-Build Services, however the maximum total project budget established by the hearing and approval process cannot be exceeded.
- 1.2.4. The Design-Builder will include the confirmed budget as part of the Design-Builder's Phase 1 Progressive Design-Build Report to be approved by the Board of School Trustees.

1.3. Access to RFQ/RFP | Communications during the Procurement Process

- 1.3.1. Legal Notice of Combined Request for Qualifications / Request for Proposal (RFQ/RFP) is published on February 4, 2021 and is adopted by reference to this RFQ/RFP as Attachment B-1.
- 1.3.2. As of the Date of Publication of Legal Notice of RFQ/RFP noted above, until the completion of the procurement process, all prospective Design-Builder must communicate with the Owner, its Board Members, its employees, TRC members and agents solely through the Owner's Design Criteria Developer:

Daniel D. Rawlins, RA, DBIA
The **Rawlins Group**, LLC
6706 Marmont Circle
Indianapolis, IN 46220
(317) 441-7905
dan@therawlinsgroup.com

Any Design-Builder who otherwise contacts any employee, agent, TRC Member, appointed official or elected official of the Owner between the date of Notification of the RFQ/RFP and the award of the Design-Build Contract is subject to disqualification at the sole and complete discretion of the Owner.

- 1.3.3. This RFQ/RFP and additional Project Information is available on the School Corporation Website: www.tritownship.k12.in.us and on a dedicated Project website. Contact the DCD for login credentials to the dedicated Project Website.

1.4. Definitions

Business Day:	Any day on which the Owner's central office is open for regularly conducted business
Confidential Individual Interviews: (Breakout Interviews)	Confidential individual meetings between the Owner/TRC and a Proposing Design-Build Team for the purpose of interviewing teams submitting qualifications or proposals, as allowed by IC 5-30-4-4(b). The purpose of confidentiality is to protect the proprietary intellectual property of the proposer. All TRC business is conducted in open meetings in accordance with IC 5-30-4-4 and IC 5-14-1.5.
Design-Builder:	The entity that is party to the prime Design-Build Contract with the Owner.
Design-Build Team:	All <u>entities</u> identified by the Design-Builder as providing design, construction, or other services on the Project. <ul style="list-style-type: none"> • Design-Build Team members may become engaged at any point in the project, upon their identification as team members by the Design-Builder. • A proposing Design-Builder must identify all team members it has included on the team at the time of the Proposal, as well as any team members it anticipates including in the future if selected as Design-Builder. • For the purposes of scoring Qualitative Proposals, the TRC will only consider those Design-Build Team members identified at the time of Proposal.
Key Team Member:	<u>Individuals</u> who will be assigned to the Project as part of the Design-Build Team and will play an important role in the design, construction and/or management of the Project.
Local Participation:	Local is defined as concentric rings of proximity to the project site: <ul style="list-style-type: none"> • <u>Most Local</u> is a business entity located in LaPorte County, Indiana and paying taxes to the County • <u>Next Most Local</u> is a business entity located in a County bordering LaPorte County, Indiana. The adjacent County may be in Indiana or Michigan, • <u>Local</u> is a business entity located within ninety (90) miles of the Project Site
Open House:	A scheduled time for proposing Design-Build Teams to have access to the Project Site for the purpose of gaining an understanding of the existing conditions under which the Project must be executed prior to submitting a Proposal. Open House dates and times are scheduled in Section 2.5 of this RFQ/RFP. Attendance by a Design-Build Team must be confirmed through the Owner's Design Criteria Developer in advance.
Procurement:	The Owner's process for selecting a Design-Build Team for this Project. For this Project, the Procurement Process is Progressive Design-Build Project Delivery in accordance with IC 5-30.
Projects of Similar Scope and Complexity	Projects that have achieved Substantial Completion and have many or all of the following characteristics: <ul style="list-style-type: none"> • Projects of similar size and budget that include classroom additions to existing school facilities. • Projects that utilize an integrated delivery method that requires strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design. (<i>Either Design-Build or CMc Delivery</i>) • Projects where the Design-Builder was selected prior to establishment of the final design, price and schedule; where the Design-Builder collaborated with the Owner to develop the design, price and schedule (<i>Progressive Design-Build</i>)

SECTION 2: OVERVIEW OF THE PROJECT

2.1. Project Goals and Objectives

- 2.1.1. The Owner's Goals and Objectives for the Project are defined in Attachment A-1 to this RFQ/RFP, which are adopted into this document by reference.

2.2. Project Scope

- 2.2.1. The proposed project scope is defined in the following attachments to this RFQ/RFP, which are adopted into this document by reference:

Attachment A-2	Site Constraints
Attachment A-3	Preliminary Space Program
Attachment A-4	Design Performance Systems Narrative

- 2.2.2. The final scope of the Project will be confirmed through the Progressive Design-Build Process in the Design-Builder's Phase 1 Report as approved by the Owner.

2.3. Project Delivery

- 2.3.1. This project will be completed using Progressive Design-Build Project Delivery per IC 5-30.
- 2.3.2. This solicitation is a combined Request for Qualifications (RFQ) and Request for Proposal (RFP) ("RFQ/RFP") as allowed for projects valued at less than \$5,000,000 per IC 5-30-5-1(c).
- 2.3.3. The Owner intends to undertake the process outlined in this RFQ/RFP and as set forth in IC 5-30-7 to identify and select the Design-Builder that is both Highly Qualified and provides the Best Value Proposal to the taxpayer.
- 2.3.4. Offerors must submit their Verified Statements of Qualifications and Proposal ("VSQ / Proposal") pursuant to the schedule and process set forth in this RFQ/RFP. This RFQ/RFP is not an offer to enter into a Contract. It is merely a solicitation of Design-Build Entities interested in submitting a VSQ / Proposal to the Owner for the Project.
- 2.3.5. Owner intends to evaluate VSQs / Proposals received in accordance with IC 5-30 and the process outlined in this RFQ/RFP. Owner will identify the Design-Build Entity submitting the Proposal earning the lowest adjusted price score per IC 5-30-7-6. ("Best Value Proposer") calculated in accordance with IC 5-30-7-5 and enter into Contract Negotiations using a two-phase Progressive Design-Build process.
 - 2.3.5.1. No design work will be required of Proposals as part of the RFQ/RFP, however proposers must verify whether or not the project can be completed within the Owner's budget as part of the Price Proposal.
 - 2.3.5.2. Upon selection, the Owner will issue to the Design-Builder a Letter of Intent to Execute a Design-Build Contract ("LOI") and Notice to Proceed ("NTP") with Phase 1 Progressive Design-Build Services. The selected Design-Builder will be compensated for its Phase 1 Progressive Design-Build Services upon submittal of the Phase 1 Report to the Owner.
 - 2.3.5.3. Preliminary design work, budgeting, scheduling, other planning and negotiation of contract terms will be performed by the selected Design-Builder in close collaboration with the Owner as part of Design-Builder's Phase 1 Services. The Design-Builder shall provide Phase 1 Progressive Design-Build Services as outlined in RFQ/RFP Section 2.4.1 below and submit a Phase 1 Report to the Owner.
 - 2.3.5.4. Upon receipt of the Design-Builder's Phase 1 Report, the Owner may take one of three (3) possible actions:
 - 2.3.5.4.1. Accept the Phase 1 Report as presented, execute the Design-Build Contract and issue to the Design-Builder a Notice to Proceed with Phase 2 Progressive Design-Build Services. This completes Contract Negotiations authorized by IC 5-30-7-8

- 2.3.5.4.2. Negotiate further modifications to the Design-Builder's Phase 1 Report prior to accepting the amended report, execute the Design-Build Contract and issue to the Design-Builder a Notice to Proceed with Phase 2 Progressive Design-Build Services. This completes Contract Negotiations authorized by IC 5-30-7-8
- 2.3.5.4.3. Reject the Phase 1 Report and terminate negotiations with the Best Value Proposer. The Design-Build Agreement will not be executed with the Best Value Proposer. This option exercises the "Off-Ramp" provisions of the LOI. This terminates negotiations with the initially accepted offeror, in accordance with IC 5-30-7-8(b)(1) and Owner may initiate negotiations with the next lowest adjusted price offeror in accordance with IC 5-30-7-8(b)(2).
- 2.3.5.5. Regardless of which option the Owner exercises from RFQ/RFP Section 2.3.4.4 above, the Owner shall pay the Design-Builder for the Work of the Phase 1 Report. Upon receipt of payment for the Report, the Design-Builder shall grant the Owner a limited license to use the intellectual property of the Report for the Project.
- 2.3.6. Phase 2 Progressive Design-Build Services will be authorized by the execution of the Design-Build Agreement and a Notice to Proceed with Phase 2 Progressive Design-Build Services. The extent of Phase 2 Services will be per the Agreement, as negotiated during the performance of Phase 1 Services. All terms and conditions of the Agreement are negotiable, except for those specifically noted as non-negotiable in the RFP, attachments and all addenda

2.4. Design-Builder's Services Under the Progressive Design-Build Contract

2.4.1. PHASE 1: PROGRESSIVE DESIGN-BUILD SERVICES

2.4.1.1. Review and Confirm Owner's Space Program and Project Performance Needs

- 2.4.1.1.1. Meet with the Owner's staff and stakeholders to review and confirm the project goals and objectives, site constraints, preliminary space program and design performance systems requirements (All part of Attachment A to this RFQ/RFP) can be accomplished within the Owner's target budget, exclusive of furnishings and loose equipment.
- 2.4.1.1.2. Document the review process with meeting minutes and updated Attachment A Exhibits that are to be included as appendices to the Phase 1 Report.

2.4.1.2. Develop a Detailed Cost Model: Prior to beginning design, develop a detailed cost model that accounts for the entire project budget, including Design-Build services, Owner's project soft costs and Project Financing Costs of Issuance.

- 2.4.1.2.1. Develop the cost model in a manner that is easily understood by all stakeholders, allows tracking the impact of design evolution, potential trade-off decisions and advancement of the design in a design-to-budget process, as well as tracking costs as the project moves from design to construction.
- 2.4.1.2.2. Develop the cost model to a level of detail that is no less than the project narrative described below.
- 2.4.1.2.3. Develop any contingencies or allowances in collaboration with the Owner. Define the review and approval mechanisms by which contingencies or allowances may be committed to project scope.
- 2.4.1.2.4. Obtain Owner's concurrence with the Cost Model and accompanying cost control assumptions prior to commencing design work.
- 2.4.1.2.5. Adjust the cost model as the design is advanced.

2.4.1.3. **Provide Preliminary Design Services:** Document the design to a level of detail required to achieve understanding by the Owner of the proposed design and scope of the project as well as to allow mutual commitment to a Guaranteed Maximum Price (GMP) or Lump Sum Price for the Design-Build Contract at the time the Phase 1 Report is submitted. As a minimum, provide the following drawings:

- 2.4.1.3.1. Site Plan, including the services of a surveyor, geotechnical engineer and others for site analysis and due diligence.
- 2.4.1.3.2. Floor Plan
- 2.4.1.3.3. Addition Cross Sections, including one drawing at the point of connection to the existing building.
- 2.4.1.3.4. Wall Sections that are typical for each type of exterior wall condition
- 2.4.1.3.5. Exterior Elevation or Rendering, in color

2.4.1.4. **Assist in Identifying the Leased Premises for Project Financing:** The project will most likely be funded by a Lease-Rental Bond Sale. One requirement of the Lease-Rental process is that the land to be leased as a condition of the Bond Sale be conveyed to the Building Corporation issuing the Bonds.

- 2.4.1.4.1. There is a variety of Land Ownership situations that may require legal and title clarification prior to the issuance of Bonds, depending on where the addition to Wanatah School will be located (The "Leased Premises"). See RFQ/RFP Attachment A-2 "Site Constraints".
- 2.4.1.4.2. During the execution of Phase 1 Progressive Design-Build Services, the selected Design-Builder will collaborate with the Owner and the Owner's Financing Working Group to determine the optimum boundaries of the Leased Premises. The Design-Builder shall provide the services of a professional surveyor to create exhibits providing a Legal Description of the Leased Premises. The Design-Builder should organize its proposal such that the Legal Description of the Leased Premises is available to the Owner by April 6, 2021.

2.4.1.5. **Provide Scope Narrative | Performance Metrics:** As part of the Phase 1 Report, provide a complete scope narrative that fully defines the quality and features of the proposed project.

- 2.4.1.5.1. Narrative to be submitted in the Construction Specifications Institute UniFormat®, to a minimum of level 3 detail.
- 2.4.1.5.2. Identify all building components and systems listed in the UniFormat index at level 3 detail.
- 2.4.1.5.3. If a particular component or system listed in the index has no work for this project, indicate so by stating "No Work" for that item.
- 2.4.1.5.4. If a particular component or system has work as part of this project, provide a description of the work, proposed systems, basis of design products, and other descriptors that will help the Owner understand what is being proposed.
- 2.4.1.5.5. The narrative may be developed in greater detail than Level 3 for certain systems at the discretion of the Design-Builder
- 2.4.1.5.6. The narrative may be supplemented by calculations, equipment cuts, samples or other information that may further inform the Owner's understanding of the scope and quality of the Work proposed in the Phase 1 Report.

2.4.1.6. **Provide a Project Schedule and Permitting Plan:** Provide a detailed schedule for the execution of Phase 2 Progressive Design-Build Services, including, but not limited to:

- 2.4.1.6.1. Completion of Design, including all scheduled design review meetings, Owner acceptance actions, etc.
- 2.4.1.6.2. Permitting, Reviews and Approvals. Identify each Authority Having Jurisdiction, each type of permit, review, submittal, variance, waiver, etc. required. Identify submittal deadlines and review timeframes for each. Identify the role and responsibilities of the Owner and Design-Builder in obtaining each required permit, review, approval, variance or waiver.

- 2.4.1.6.3. Trade Contractor Engagement of team members not already on the team at the time the report is submitted
- 2.4.1.6.4. Submittals: Identification of each Action Submittal, date of submittal for Owner review and timeframe for Owner review. (See RFQ/RFP Attachment A-4)
- 2.4.1.6.5. Mobilization for Construction
- 2.4.1.6.6. Site Preparation
- 2.4.1.6.7. Foundation Installation
- 2.4.1.6.8. Building Superstructure and Enclosure
- 2.4.1.6.9. Building Support Systems (By System)
- 2.4.1.6.10. Interior Construction and Finishes
- 2.4.1.6.11. Starting of Systems and Commissioning
- 2.4.1.6.12. Substantial Completion

2.4.1.7. Provide a Site-Specific Mobilization and Safety Plan

- 2.4.1.7.1. Provide a site diagram indicating limits of Construction, security controls for construction zone and site vehicular and pedestrian patterns. Include parking areas for staff and for construction workers. Show how construction materials will be delivered, laydown areas, etc.
- 2.4.1.7.2. Provide a safety plan for site workers and school personnel
- 2.4.1.7.3. Provide a safety training, communications and reporting plan

2.4.1.8. Provide a Construction Phase Quality Assurance and Quality Control Plan

- 2.4.1.8.1. Provide a written QA/QC plan that identifies all origination/pre-check procedures, checking and testing procedures, tracking procedures and final verification procedures.
- 2.4.1.8.2. Identify each type of field testing and inspection to be conducted, frequency and responsibility
- 2.4.1.8.3. Provide a commissioning plan

2.4.1.9. Negotiate an Executable Design-Build Contract and Contract Price: Provide an executable Design-Build Contract, with all terms and conditions fully negotiated and agreeable to both Owner and Design-Builder, including the Contract Price as either a GMP or Lump Sum.

- 2.4.1.9.1. Provide a Schedule of Values that establishes in detail the Basis of Contract Price in no less detail than the original pre-design cost model.
- 2.4.1.9.2. Provide a summary of deviations between the Phase 1 Report Schedule of Values and the pre-design cost model, along with a brief explanation of the reason for each line-item variation.

2.4.1.10. Provide a Written Phase 1 Report to the Owner

- 2.4.1.10.1. Present a final draft of the Report to the Owner's governing body and stakeholders in a public work session
- 2.4.1.10.2. Make any adjustments to the Report as may be appropriate after the draft review and submit a final copy of the Report to the Owner for action/approval.

2.4.2. PHASE 2: PROGRESSIVE DESIGN-BUILD SERVICES

- 2.4.2.1. Complete design and permitting for the Project
- 2.4.2.2. Complete procurement of all goods and services required to construct the Project.
- 2.4.2.3. Mobilize for construction

- 2.4.2.4. Monitor Quality Assurance and Quality Control measures during Construction.
 - 2.4.2.5. Establish, implement and maintain a site-specific safety program throughout the Construction and Close-Out phases
 - 2.4.2.6. Complete Construction
 - 2.4.2.7. Achieve Substantial Completion for the entire project
 - 2.4.2.8. Achieve Final Completion for the entire project, including resolution of any non-conforming work issues
 - 2.4.2.9. Provide follow-up for all warranty items that become known prior to 1-year after the Date of Substantial Completion. Provide follow-up on each item until it is fully resolved, regardless of the timeframe of final resolution.
 - 2.4.2.10. Assist the Owner in optimizing the Building Management System for best balance of operating comfort and energy efficiency. Provide optimization services for a period of at least two years past the Date of Substantial Completion
- 2.4.3. By submitting a VSQ/Proposal pursuant to the RFQ/RFP, the Offeror represents and warrants that the Project Goals, Objectives, Scope, Schedule and Budget set forth in the RFQ/RFP are realistically attainable through a Progressive Design-Build Contract.
- 2.4.4. By submitting a VSQ/Proposal pursuant to the RFQ/RFP, the Offeror represents and warrants that it will enter into the First Phase of the Progressive Design-Build Contract provided by the Owner in the RFQ/RFP, subject to terms set forth in its Proposal and incorporated into the Letter of Intent issued by the Owner.

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 Addendum to the RFQ/RFP up to seven (7) days prior to the date set forth for the submission of VSQ's / Proposals:

Date (All Times are Central Time Zone)	Event
February 4, 2021	Legal Notice of Request for Progressive Design-Build Qualifications / Proposal Issued <ul style="list-style-type: none"> • RFQ/RFP available on School Corporation Website or through Design Criteria Developer
February 10, 2021 4:00pm - 8:00 pm	Wanatah School Open House (See Sections 3.7 and 3.8)
February 12, 2021 5:00 PM	Deadline to request Pre-Submittal Breakout Session
February 16-17, 2021 TBD - Evening	Pre-Submittal Breakout Interviews (See Section 3.9)
February 17, 2021 4:00pm - 8:00 pm	Wanatah School Open House
February 24, 2021 4:00pm - 8:00 pm	Wanatah School Open House
March 3, 2021 4:00pm - 8:00 pm	Wanatah School Open House
March 8, 2021 2:00 pm	Design-Builders' Submittals Due (See Section 3.12) <ul style="list-style-type: none"> • Verified Statement of Qualifications • Qualitative Proposal • Sealed Price Proposal
March 9, 2021 5:00 pm	Deadline to submit self-reporting forms from Design-Builders' listed references (See Section 3.10) Qualitative Proposal Interview Schedule Issued by Design Criteria Developer (See Section 3.13)
March 11, 2021 TBD	Qualitative Proposal Interviews Confidential Individual Interviews with TRC (See Section 3.14)
March 11, 2021 TBD	Public TRC Meeting to Score Qualitative Proposals (See Section 3.14)
March 11, 2021	Price Proposal Opening - Immediately Following Public TRC Meeting (See Section 3.15)

Date (All Times are Central Time Zone)	Event
March 18, 2021	School Board Meeting <ul style="list-style-type: none"> • Award Design-Build Project, subject to final negotiation of contract terms • Issue Letter of Intent and Notice to Proceed with Phase 1 Progressive Design-Build Services
<i>Dates from this point forward are subject to selected Design-Builder's Phase 1 Schedule</i>	
March 19, 2021 to May 7, 2021	Owner and Design-Builder work collaboratively to complete Phase 1 Progressive Design-Build Services
April 6, 2021	Deadline for Design-Builder to provide Leased Premises Legal Description (See Section 2.4.1.4)
May 6, 2021	Design-Builder submits draft Phase 1 Report for Owner review and presents it in a work session
May 14, 2021	Design-Builder submits final Phase 1 Report for inclusion in Board Packet
May 20, 2021	School Board Meeting <ul style="list-style-type: none"> • Approve Phase 1 Report • Execute Design-Build Contract • Authorize issuing a Notice to Proceed with Phase 2 Progressive Design-Build Services
May 21, 2021	Design-Builder begins Phase 2 Services
June 20, 2022	Target Date for Substantial Completion
August 8, 2022	Late Date for Substantial Completion
August 22, 2022	First day of classes in revised configuration

SECTION 3: PROCUREMENT PROCESS

3.1. Compliance with Legal Requirements

- 3.1.1. This Procurement will be in accordance with the Indiana Public Works Design-Build Law, Indiana Code Section 5-30, as amended, and all applicable federal, state, and local laws.
- 3.1.2. Any on-site staff of the Design-Build team must comply with Owner's policies for conduct of non-certified staff, as well as other applicable Owner policies and procedures

3.2. Conflict of Interest and Communication with Owner

- 3.2.1. Consultants who assist the Owner in the RFQ/RFP preparations may not propose or participate on any Design-Build Team on this Project.
- 3.2.2. Members of the Owner's Technical Review Committee (TRC) may not propose or participate on any Design-Build Team on this Project.
- 3.2.3. Offerors are required to conduct the preparation of their VSQs / Proposals with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be via email or regular mail only and directed to the Owner's Design Criteria Developer noted in Section 1.3.2 above.

Do not communicate about the Project or the Procurement with any other Owner employees, TRC members, representatives, or consultants. Communication with other Owner employees, TRC members, representatives, or consultants regarding the Procurement may cause the firm involved in prohibited communications to be disqualified from submitting under this Procurement.

Any verified allegation that a responding Offeror or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Offerors may be the cause for Owner to disqualify the Offeror team from submitting an VSQ / Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Offeror or Team Member.

The members of the Owner's Technical Review Committee (TRC) are:

Dick Bucher	TRC Member	<i>Contractor</i>
Brent Condon	TRC Member	
Penny Boatright	TRC Member	
Daron Bruder	TRC Member	<i>School Board Member</i>
Aaron Rust	TRC Member	<i>School Board Member</i>
Daniel Rawlins	TRC Member	<i>Architect, Design Criteria Developer</i>

Additionally, some School Corporation administrators, staff and faculty may be invited to participate in TRC meetings as advisors to the TRC.

3.3. Expenses of Offeror and Stipend

- 3.3.1. The Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into the Procurement process shall prepare the required materials, the VSQ and the Proposal at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all Proposals.
- 3.3.2. Due to the simplicity of RFP submittals required by the Owner for this Project, the Owner will not be paying a stipend to the Offerors submitting responsive Proposals to the RFP that remain in competition until the point of Contract award but who are not awarded the Design-Build Contract.

3.4. Public Disclosure

- 3.4.1. All documentation and submittals provided to the Owner may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner 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.
- 3.4.2. 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 VSQ or 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 under the applicable public records act.
- 3.4.3. The Owner will endeavor to provide at least two (2) Business Days' notice to the Proposer of a public records request for material submitted pursuant to this Procurement. 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, or the requested documents will be released in accordance with the Owner's policy for responding to such requests.
- 3.4.4. The Owner will not honor any requests for Access to Public Records until after the Procurement Process has been concluded, either by termination of negotiations or execution of Design-Build Contract with the selected Design-Builder.

3.5. Protest Procedures: The protest procedures applicable to the Procurement are as follows:

- 3.5.1. All protests will be directed, in writing, to the Owner's Design Criteria Developer identified in Section 1.3.2 of this document.
- 3.5.2. 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 VSQ or Proposal, will not be considered if received by the person set forth above later than seven (7) calendar days prior to the specified submittal date.
- 3.5.3. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror or Short-Listed Offeror was notified of any selection decision; however, in no event will a protest be considered if all VSQ or Proposals are rejected or if the Protest is received after award of the Contract.
- 3.5.4. 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 for which the Protest is submitted; (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.

- 3.5.5. 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 (7:30 a.m. to 4:30 p.m., Central Time) shall be deemed received the following Business Day.
- 3.5.6. The Owner's Design Criteria Developer will initially review the Protest, and may upon review: (1) Act upon the Protest to grant the ruling or relief requested; (2) Deny the Protest on the basis of information provided in the Protest if the facts do not support validity of the Protest; or refer the Protest for review by the Board of School Trustees.
- 3.5.7. The decision of the Owner's Design Criteria Developer, if not reviewed by the Board of School Trustees may be appealed to the Board of School Trustees. The decision of the Board of School Trustees is final and binding.
- 3.5.8. By submitting a VSQ and 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 VSQ and Proposal.

3.6. Owner's Rights and Procurement Conditions: The Owner reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process

- 3.6.1. To cancel the Procurement process and reject any and all VSQs and/or Proposals
- 3.6.2. To waive any informality or irregularity
- 3.6.3. To revise the Procurement Documents and Schedule via an Addendum
- 3.6.4. To reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ/RFP
- 3.6.5. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its VSQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ/RFP or a subsequent RFP
- 3.6.6. To seek or provide clarifications, or conduct discussions, at any time, with one or more Offerors
- 3.6.7. To contact references who are not listed in the Offeror's VSQs and investigate statements on the VSQs and/or qualification of the Offeror and any firms or individuals identified in the VSQ
- 3.6.8. To consider Alternative Technical Concepts and/or approaches identified by Offerors
- 3.6.9. To take any action affecting the RFQ/RFP process or the Project that is determined to be in the Owner's best interests
- 3.6.10. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the VSQ or Proposal. Such approval or disapproval shall not be unreasonably exercised

3.7. Project Site

- 3.7.1. Offerors should visit the Project Site, review available site documentation, and become familiar with existing conditions prior to submitting a Proposal.
- 3.7.2. Site visits may be conducted during scheduled Wanatah School Open House Opportunities. Arrange to visit the site through the Owner's Design Criteria Developer.
- 3.7.3. Offerors should become familiar enough with the Project Site during the proposal phase to ascertain whether the Project described in the Owner's Project Criteria can be attained within the Owner's Project Budget and to understand the entire process of site design optimization that will be required as part of the Design-Builder's Phase 1 Progressive Design-Build Services.

- 3.7.4. Offeror's Qualitative Proposals shall include the process to be undertaken during Phase 1 Progressive Design-Build Services to complete site investigation due diligence. This includes any survey, geotechnical or environmental study work.
- 3.7.5. The selected Design-Builder will execute site due diligence and preliminary site design as part of its Phase 1 Progressive Design-Build Services. The Design-Builder's Phase 1 Report will fix and describe the scope of Project Site and assign an appropriate budget for sitework, including an allowance for subsurface conditions expected to be encountered.

3.8. Wanatah School Open House Opportunities

- 3.8.1. Between the time the Legal Notice of RFQ/RFP is published, until the week prior to the date Design-Builders' submittals are due, the Owner will make the Project Site available for inspection by proposing Design-Build Teams during scheduled Open House Opportunities. See Section 2.5 for scheduled Open House dates and times.
- 3.8.2. So as not to disrupt the Owner's ongoing activities at the Project Site, Design-Build Teams are not allowed to visit the Project Site outside of the scheduled Open House Opportunities.
- 3.8.3. Open House times are scheduled outside of the Owner's normal school day hours for academic instruction, and during times that custodial and maintenance staff are in the building.
 - 3.8.3.1. Some students may be in the building during Open House times to participate in extra-curricular activities. Design-Build Teams visiting the facility must refrain from interacting with the students or disrupting extra-curricular activities.
 - 3.8.3.2. Visiting Design-Build Teams must respect the fact that custodial and maintenance staff have other responsibilities during the Open House times. Design-Build Teams may request that custodial and maintenance staff open locked doors, but should not request facility tours or engage staff in extended conversations.
- 3.8.4. Site visits during scheduled Open House times are not guaranteed. They are subject to verification with the Project Site and may be denied due to conflict with special activities or COVID-19 Hygiene issues. Proposing Design-Builders desiring to visit the Project Site during an Open House must confirm access with the Owner's Design Criteria Developer at least 4 hours prior to visiting the site.

3.9. Pre-Proposal Meetings

- 3.9.1. A time has been set aside prior to the date and time Design-Builders' Submittals are due for proposing Design-Builders to meet confidentially and informally in 1-hour breakout interviews. (See Section 2.5)
- 3.9.2. Design-Builders must request an interview prior to the deadline identified in Section 2.5.
- 3.9.3. Breakout interviews are intended as a time for the proposing Design-Builder to gain a deeper understanding of the Owner's goals and objectives for the project and to understand project nuances.
- 3.9.4. For the Owner it is a time to experience interaction with the Design-Builder and observe their leadership and team chemistry. The Owner does not desire, and will not appreciate, a sales pitch from Design-Build teams. The Owner would appreciate a chance to get to know the key individuals with whom they would be working if this Design-Build Team were selected.
- 3.9.5. The Owner and Design-Criteria Developer do not know how many Design-Builder intend to respond to this solicitation or will request breakout sessions.
 - 3.9.5.1. Therefore, meetings will be scheduled in the order they are received. Teams may not request specific dates and times.
 - 3.9.5.2. Meetings will take place electronically in the evenings on the scheduled dates. TRC members and school administrators will attend as they are available.
 - 3.9.5.3. Upon requesting a session through the Owner's Design Criteria Developer, the Design Builder will receive a confirming e-mail with meeting login information.
- 3.9.6. Design-Builders are responsible for format and content of their breakout session.

3.10. Proposed Changes in the Design-Build Contract Documents

- 3.10.1. Prior to or at the pre-proposal breakout meeting, Offerors may propose changes to the Contract Documents, including but not limited to the insurance requirements, Owner's Project Criteria, Design-Build Contract, or the General Terms and Conditions for any items that are not specifically required by Law. The Owner's goals in requesting such proposed changes are:
 - 3.10.1.1. To discover provisions in the Contract Documents that unnecessarily increase the cost of the Project or complicate the performance of the Work, and
 - 3.10.1.2. To identify contract provisions and commercial terms the Design-Builder intends to negotiate if selected.
- 3.10.2. Therefore, with every proposed change to the RFP and Contract Documents, Offerors must include the following information:
 - 3.10.2.1. The document and section number;
 - 3.10.2.2. Proposed alternate language;
 - 3.10.2.3. An explanation for the requested change; and
 - 3.10.2.4. Any impact the requested change has on any commercial term in the Contract Documents or Owner's Program.
- 3.10.3. The Owner may discuss any proposed changes during the Pre-Proposal Breakout Meeting or Qualitative Proposal Interview. The Owner reserves the right to reject any and all proposed changes and to accept any proposed change to the Contract Documents via Addendum to the RFP. The Owner also reserves the right to negotiate such provisions with the selected Offeror, with the final disposition of such negotiations included in the Phase 1 Report.

3.11. Available Information

- 3.11.1. Tri-Township Consolidated School Corporation came into existence in 2011 as a consolidation of three Township School Districts. The School Corporation has been actively studying consolidating all facilities on one campus since 2013. Information concerning the evaluation is available on the School Corporation Website: http://tritownship.k12.in.us/district/high_school_strategic_plan
- 3.11.2. Existing Building documentation exists in paper and electronic media, is being collected and when available will be posted to a project website maintained by the Design Criteria Developer. Contact the Design Criteria Developer for access. Any hardcopy documentation available will be assembled at Wanatah School and will be available for inspection during Open House sessions.
- 3.11.3. The Owner's Criteria Package is available for download on the School Corporation Website. As part of its Phase 1 Progressive Design-Build Services, Offerors will review, evaluate, test and optimize the information included in the Owner's Criteria Package. The Design-Builder's Phase 1 Report must include updated versions of all of the Attachment A Documents included in this RFQ/RFP, confirmed through collaboration between the Selected Design-Builder and Owner's Review Committee.
- 3.11.4. The Approved Phase 1 Report, including the updated Owner's Criteria Package, will become part of the Basis of Design Documents, which is defined in Section 1.2.2 of the DBIA Standard Form of General Conditions of Contract Between the Owner and Design-Builder.
- 3.11.5. All submittals from Offerors in response to this RFP must be consistent with and designed to achieve the goals and objectives set forth in the Owner's Criteria Package.
- 3.11.6. Offerors shall be entitled to reasonably rely on the accuracy of the information set forth in Owner's Criteria Package for the purposes of developing the Offeror's Qualitative and Price Proposals. However, the selected Design-Builder will be required to perform an independent evaluation of all information provided by the Owner as part of the Design-Builder's Phase 1 Progressive Design-Build Services.
 - 3.11.6.1. Should the Owner's Project Criteria include prescriptive requirements, the Design-Builder shall be responsible for confirming that the prescriptive requirements meet the other performance requirements of the Project as well as all applicable Legal Requirements.

- 3.11.6.2. The Design-Builder is also responsible to reconcile any ambiguities, inconsistencies, conflicts or other issues within the Owner's Project Criteria as part of its Phase 1 Report.
- 3.11.6.3. Generally, during the performance of Phase 1 Progressive Design-Build Services, the Design-Builder shall reconcile any conditions that could give rise to an adjustment in the Contract Price and Schedule, with any such adjustment included in the Phase 1 Contract Sum, either directly or by Allowance.
- 3.11.7. Provided the selected Design-Builder complies with all requirements set forth in the Contract, including but not limited to those regarding notice of claims to the Owner and identification of differing site conditions, and only to the extent that the Contract allows the selected Design-Builder to an adjustment in the Contract Price and Project Schedule, the selected Design-Builder will be entitled to an adjustment in the Contract Price and Project Schedule. Such adjustment shall be limited to the extent Design-Builder's actual documented costs or the critical path of the Project Schedule have been adversely impacted by conditions that could not have been foreseen during provision of Phase 1 Services.
- 3.11.8. The Owner assumes no responsibility for conclusions or interpretations made by the Offeror based on the information provided by the Owner. Oral statements made by the Owner representatives are not binding on the Owner unless the Owner confirms the statements and changes by written Addendum to the RFP. In the event of a conflict between codes, industry standards and the Owner's Program, the most stringent requirements shall apply and Offerors shall submit their Proposals based on the most stringent requirements.

3.12. Submitting a Verified Statement of Qualifications and Proposal

- 3.12.1. Refer to RFQ/RFP Attachment B-2 "Verified Statement of Qualifications and Qualitative Proposal Questionnaire" (the "Questionnaire") for information required in the Design-Builder's Verified Statement of Qualifications and Qualitative Proposal
- 3.12.2. Submit the Verified Statement of Qualifications and Qualitative Proposal in 8.5" x 11" bound volumes, arranged in portrait format. Provide dividers between each major section of the Questionnaire as follows:
 - TAB 1** Design-Builder Identification | Oath and Affirmation
 - TAB 2** Executive Summary
 - TAB 3** Organization and Leadership
 - TAB 4** General Qualifications
 - TAB 5** Experience and Performance Record
 - TAB 6** References
 - TAB 7** Overall Management Approach
 - TAB 8** Design to Target Budget Management
 - TAB 9** Phase 1 Services Schedule
 - TAB 10** Collateral Material
- 3.12.3. Format pages so that TRC members can easily navigate the questions asked in the RFQ/RFP and the responses offered by the Design-Builder.
 - 3.12.3.1. Re-state each item in the Questionnaire, exactly as it is written, including the outline reference number.
 - 3.12.3.2. Follow the item with the Design-Builder's appropriate response. Check box options in the questionnaire do not need to be repeated. The appropriate choice may be part of the Design-Builder's response
 - 3.12.3.3. Provide a graphic layout of the submittal that makes it easy for the reader to distinguish between Questionnaire items and responses.
 - 3.12.3.4. Some items in the Questionnaire cite a specific paragraph from the Indiana Public Works Design-Build Law (e.g. "IC 5-30-4-3(b)") These items **must** have a direct response, as they are required for a

Design-Builder's VSQ submittal by law. Respond directly to the item, with a summary statement, even though the follow up questions below the citation address sub-parts of the same topic.

3.12.4. Submit the VSQ/Proposal to the attention of the individual identified on Page 1 of this RFQ/RFP at the location indicated, by the date and time indicated or as modified by Addendum.

3.12.5. The entire VSQ / Proposal Package shall be sealed with an envelope or box, with the following information on the outside of the sealed package:

“Verified Statement of Qualifications and Proposal for 2021 Wanatah School Addition”

From: Legal Name of Entity making the submittal

Due: [Date] by [time]

3.12.6. The Owner will stamp the submittals with a date and time stamp to record timeliness.

3.12.6.1. Offerors are responsible for ensuring timely delivery of submittals. The Owner is not responsible for late submittals.

3.12.6.2. Late submittals may be rejected, subject to the discretion of the Owner regarding why the submittal was received after the stated deadline.

3.12.7. Submit the Original VSQ / Proposal in two parts

3.12.7.1. A Verified Statement of Qualifications and Qualitative Proposal Binder

3.12.7.2. A Sealed Price Proposal

3.12.8. Submit additional copies of the VSQ / Qualitative Proposal as outlined below.

3.12.9. Provide One (1) Original Verified Statement of Qualifications and Qualitative Proposal, with original signatures and corporate seals where required by the Questionnaire.

3.12.9.1. Clearly mark this binder “Original”

3.12.9.2. The required financial statements may be included with the Original binder in a separate sealed envelope.

3.12.10. Provide six (6) additional bound copies of the Verified Statement of Qualifications and Qualitative Proposal

3.12.11. Provide One (1) Original Price Proposal (See Attachment D to this RFQ/RP) in a separate, sealed envelope, attached to the Original Verified Statement of Qualifications and Qualitative Proposal. Clearly mark the outside of the Sealed Price Proposal envelope:

“Price Proposal for 2021 Wanatah School Addition Project

By: Legal Name of the Design-Build Entity submitting the Proposal.

Provide a Price Proposal in a format that complies with Attachment C to this RFP.

3.12.12. Within four (4) hours of the date and time set for the delivery of the Design-Builder's Submittal, provide the Owner's Design Criteria Developer with an e-mailed .pdf version (or link to a download site) of the Verified Statement of Qualifications and Qualitative Proposal.

3.12.12.1. E-mail the .pdf file / download link to: dan@therawlingsgroup.com

3.12.13. Design-Builders are responsible to ensure that all self-reporting reference forms are e-mailed to the Owner's Design Criteria Developer no later than the deadline identified in Section 2.5 of this RFQ/RFP, or as modified by Addendum. See Section 4.2.7 and Attachment B-3 for additional information about the self-reporting reference form process.

3.13. Verified Statement of Qualifications Evaluation Process

3.13.1. Prerequisites – Pass / Fail Criteria: Verified Statements of Qualifications and Qualitative Proposals will initially be reviewed by the Design Criteria Developer for compliance with minimum pass / fail criteria. The DCD may seek additional clarifications or additional information from Offerors prior to completing the initial analysis. The following evaluation criteria will be reviewed on a pass / fail basis:

- 3.13.1.1. Complete response to the Questionnaire, Attachment B-2 to this RFQ/RFP, and a response that is also in accordance with IC 5-30-5-3. This assessment will also provide the professional opinion of the Design Criteria Developer required by IC 5-30-7-2(c) as to whether each Qualitative Proposal received meets the Owner's Project Requirements.
- 3.13.1.2. Design-Build Entity submitting the VSQ/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.
- 3.13.1.3. Design-Build Entity submitting the VSQ/Proposal has assembled a team with the licenses, Registrations and credentials necessary to design and construct the project.
- 3.13.1.4. Design-Build Entity submitting the VSQ/Proposal has adequately demonstrated the capacity to provide a Performance and Payment Bond of not less than \$2,500,000 from an acceptable surety.
- 3.13.1.5. Design-Build Entity submitting the VSQ/Proposal has adequately demonstrated the capacity to provide all of the required insurance coverage identified in Section 4.2.5 of this RFQ/RFP from acceptable insurance carriers.
- 3.13.1.6. Design-Build Entity submitting the VSQ/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) according to the following metrics:
 - EMR: Less than 1.0
 - TCIR/TRIR: Less than 3.0 [per US Bureau of Labor Statistics 2018 Data]
 - DART: Less than 1.2 [per US Bureau of Labor Statistics 2018 Data]
- 3.13.1.7. Design-Build Entity submitting the VSQ/Proposal has a written plan for Employee Drug Testing and will cause all team members to maintain a similar plan.
- 3.13.1.8. Design-Build Entity submitting the VSQ/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.
- 3.13.1.9. Design-Build Entity submitting the VSQ/Proposal has a written corporate non-discrimination plan that complies with all federal, state and local requirements.
- 3.13.1.10. Design-Build Entity submitting the VSQ/Proposal has program in place to perform Background Checks on all of its team members who will be working on the Project Site.
- 3.13.1.11. Design-Build Entity submitting the VSQ/Proposal has no record of unacceptable past failure to perform on a similar project, as evidenced by reference checks.
- 3.13.2. Only Design-Builders that pass these minimum Qualifications criteria will be offered the opportunity to conduct an interview with the TRC concerning their Qualitative Proposal.
- 3.13.3. Design-Build Teams that will be invited to a Qualitative Proposal Interview will be informed of their interview date and time by the Design Criteria Developer before the Close of Business on the date set for such notification in Section 2.5.

3.14. Qualitative Proposal Evaluation and Scoring

- 3.14.1. Qualitative Proposal Interview
 - 3.14.1.1. The Owner shall conduct a closed session, individual Qualitative Proposal Interview with each Qualified Offeror that submits a Proposal. The Interview shall be 60 minutes long and will occur at Wanatah School on the date and time for which the proposing Design-Builder receives notice per Sections 3.11.3 and 2.5
 - 3.14.1.2. The Owner reserves the right to ask questions of the Offeror, including but not limited to questions regarding the Offeror's Verified Statement of Qualifications and/or Qualitative Proposal. The interview will occur prior to the opening of the Price Proposal. Discussions about the contents of the Price Proposal will not be allowed.

- 3.14.1.3. The proposed Design-Build Team will have an opportunity during the Interview to take a maximum of Forty-five (45) minutes to provide a presentation to the Owner regarding its Qualitative Proposal.
 - 3.14.1.4. Offerors should include in the presentation an explanation of the team's approach to developing a design solution that will meet or exceed the Owner's Project Goals and the definition of Design Excellence for this Project. Offerors should not provide a proposed design solution for this project, as the Owner desires to be engaged in the entire design process with the selected Design-Builder, particularly during Phase 1 Progressive Design-Build Services. Offerors are encouraged to discuss the key planning issues that will drive the design process in order to demonstrate the Design-Build team's understanding of the Owner's preliminary program and the key decisions that must be made collaboratively with the Owner to optimize the design.
 - 3.14.1.5. Any presentations at the Interview should be in an electronic audio/visual format suitable for viewing by all present. Offerors must provide the Owner's Design Criteria Developer with a copy of the presentation in .pdf format following the interview.
 - 3.14.1.6. The Owner will have the TRC and advisors present in the meeting and may have as many as 10 people present. Offerors may contact the Owner's Project Representative to arrange to preview the meeting room. Each room will be equipped with a projection screen. Offers should provide any other audio/visual equipment needed.
- 3.14.2. Following the Interviews, the TRC will meet in public session to assign a written composite score to each Qualitative Proposal
- 3.14.3. Qualitative Proposal Evaluation Criteria and Scoring Methodology
- 3.14.3.1. The TRC will reference both the Offeror's Verified Statement of Qualifications and Qualitative Proposal in scoring the Qualitative Proposal Evaluation Factors. Rankings of Qualifications assigned in the RFQ phase will not be carried forward. They were used in the shortlisting process to identify the Offerors who received the RFP. During the procurement process, TRC members will have had additional opportunities to interact with each shortlisted team and may have undergone a shift in opinion of the relative ranking of each team that will be reflected in the Qualitative Proposal scoring.
 - 3.14.3.2. **Unweighted TRC Scoring Methodology:** Each TRC member will use the following unweighted scoring metric to assign an individual score to each weighted evaluation factor:
 - 5 Superior.** *Best Response. TRC member understands Offeror's Qualifications and Proposal response for this evaluation factor to clearly be the best among the Proposers. It is not required that TRC members assign this rating in every evaluation factor category, however it is inappropriate to assign this rating to more than one Offeror in an individual evaluation factor.*
 - 4 Excellent.** *TRC member believes Offeror's Qualifications and Proposal response for this evaluation factor to overall be excellent. It is highly probable that Design-Builder will meet or exceed Owner's expectations for performance in this area.*
 - 3 Appropriate.** *TRC member believes Offeror's Qualifications and Proposal response for this evaluation factor is entirely appropriate for the Project. It is reasonable to expect Design-Builder will meet Owner's expectations for performance in this area.*
 - 2 Fair.** *TRC member believes Offeror's Qualifications and Proposal response for this evaluation factor is adequate for the Project. It should be expected that focused oversight by the Owner's Design Review Committee will be needed to achieve acceptable results in meeting Owner's expectations for performance in this area.*
 - 1 Poor.** *TRC member believes Offeror's Qualifications and Proposal response for this evaluation factor is largely inappropriate for the Project. It should be expected that a significant change in the Design-Builder's approach to this evaluation factor will be required to achieve acceptable results in meeting Owner's expectations for performance in this area.*
 - 0 Unacceptable.** *TRC member believes Offeror's Proposal response for this evaluation factor is completely unacceptable for the needs of the Project.*

3.14.3.3. **Weighted Evaluation Factors:** The Verified Statements of Qualification and Qualitative Proposals submitted by each shortlisted Design-Builder will be scored using the unweighted scoring methodology identified in RFQ/RFP Section 3.12.3.2 above applied to each of the following weighted evaluation factors:

Factor ID Number	Factor Description	Factor Weighting
A: Design-Build Entity's Team Qualifications		
A-01	Key Management Staff <i>Quality and capabilities of the individuals comprising the Design-Build Entity's key management staff assigned to the Project. This factor evaluates the people with whom the Owner will engage if this Design-Builder is selected.</i>	5
A-02	Composition and Completeness of Project Team <i>This factor evaluates the quality of the companies represented within the Design-Build team. It also evaluates the extent to which the team is completely engaged at the time the Proposal is submitted, and how & when the "gaps" in the team will be filled. It measures to what extent team members to be engaged in the future can positively influence the outcome of the Project.</i>	3
A-03	Team Integration and Cohesion <i>Team Chemistry, both within the Design-Build Team, and between the Design-Builder and the Owner. This factor evaluates the extent to which the Design-Build team has achieved a level of integration and cohesion necessary for Design-Build project delivery and the extent to which the Design-Builder's team and the Owner's Project Team can also become integrated and cohesive in an atmosphere of mutual trust and respect.</i>	4
A-04	Trade Contractor Engagement <i>This factor evaluates the extent to which key trade contractors have a voice in the design-build process on the Design-Builder's Team. It measures their level of engagement in the proposal process as well as the Design-Builder's plan for meaningful engagement of Trade Contractor if selected as Design-Builder. It also measures the Design-Builder's plan to ensure the project is staffed with an adequate and appropriately trained & skilled workforce</i>	4
B: Design-Build Entity's Past Performance and Ability to Perform		
B-05	School Addition Experience <i>This factor evaluates the collective experience and expertise of the Design-Build Team in the design and construction of educational facilities. It measures the degree to which the Team has demonstrated an understanding of the planning and construction issues unique to an addition to an existing facility.</i>	3
B-06	Design-Build Project Delivery Experience <i>This factor evaluates successful past performance of the Design-Build team using Design-Build Delivery on significant public projects. This factor also focuses on teams where the key individuals engaged in this project have a history of successfully performing together on prior projects.</i>	5
B-07	Design Excellence <i>The Design-Build Team's history of completing projects that embrace and achieve the Owner's definition of Design Excellence for those projects is evaluated by this factor. It also evaluates the Design-Build Team's understanding of the Owner's definition of Design-Build excellence for this Project.</i>	2
B-08	Schedule, Budget and Quality Control on Past Projects <i>This factor evaluates the Design-Builder's past success on delivering projects on time, within budget and with no lingering quality issues.</i>	4

Factor ID Number	Factor Description	Factor Weighting
C: Design-Build Entity's Approach to the Project		
C-09	Overall Project Management and Controls <i>This factor evaluates the manner in which the Design-Builder's proposed management plan and project controls are clearly oriented toward achieving the Owner's goals and objectives for the Project. It measures the Design-Builder's understanding of critical success factors and challenges facing the Project; and the management approach to achieving the critical success factors and overcoming the challenges.</i>	3
C-10	Design to Target Budget Management <i>The Design-Build Team's approach to Target Value Design to Budget, including the tools and techniques it will implement to manage a design to budget process is evaluated by this factor. The Design-Builder's approach to exploring alternative design options for the building and its various components is evaluated by this factor. It measures both the creativity of types of options to be considered and management of information needed for the Owner to effectively participate in making trade-off decisions needed to optimize the project quality and performance in a design to budget process.</i>	5
C-11	Quality Management <i>The Design-Builder's approach to ensuring the Project meets the Owner's goals and objectives for quality through proactive quality assurance and quality control of both the design and construction processes is assessed by this factor.</i>	2
C-12	Schedule Management <i>The Design-Builder's tools and techniques for maintaining the Project on schedule are evaluated by this factor.</i>	2

3.14.4. **Calculation of Written Composite Score:** The written composite score for each Design-Builder's Qualitative Proposal will be calculated as follows:

- 3.14.4.1. Each individual TRC member will assign an unweighted score, as set forth in RFQ/RFP Section 3.12.3.2 to each weighted evaluation factor, as set forth in RFQ/RFP Section 3.12.3.3.
- 3.14.4.2. The combined unweighted scores of all TRC members will be averaged (mean arithmetic) for each weighted evaluation factor.
- 3.14.4.3. The average (mean arithmetic) unweighted score assigned by the combined TRC for each weighted evaluation factor will be multiplied by the weighting established for that factor to arrive at a weighted TRC score for that factor.
- 3.14.4.4. The sum of all weighted TRC scores for all weighted evaluation factors for a particular Qualitative Proposal shall be that Qualitative Proposal's written composite score once it is adopted by the TRC in accordance with IC 5-30-7-3.

3.15. Price Proposal Opening

- 3.15.1. Immediately following the public TRC meeting to determine a written composite score for each Qualitative Proposal, in the same location as the TRC meeting, the Owner will publicly open the Price Proposals and read them aloud.
- 3.15.2. The date, time and location of the public opening of Price Proposals is identified in Section 2.5 of this RFQ/RFP. This RFQ/RFP and its Addenda constitute the notice to Offerors of the opening of Price Proposals required by IC 5-30-7-4.
- 3.15.3. The Owner's DCD will have prepared a spreadsheet to receive the Price Proposals after they are opened and read aloud. The spreadsheet will calculate the Adjusted Price Score required by IC 5-30-7-5 by dividing each Offeror's Price Proposal by the written composite Qualitative Proposal score assigned by the TRC.

3.16. **Best Value - Basis of Award Determination:** The Offeror submitting the Proposal with the lowest Adjusted Price Score, as calculated above, will be deemed the Offeror with the Best Value Proposal.

3.16.1. Prior to making a recommendation for accepting the Proposal to the Board of School Trustees, the Owner will meet with the Best Value Offeror to validate the Proposal and reconcile any minor gaps or inconsistencies between the Proposal and the RFP.

3.16.2. The Board of School Trustees will meet in a regularly scheduled public session and take action on the Best Value Proposal by either: a) Accepting the Proposal in accordance with IC 5-30-7-6 and authorizing the selected Design-Builder to provide Phase 1 Progressive Design-Build Services as a means of negotiating final Contract Terms and Conditions in accordance with IC5-30-7-8, or b) Reject all Proposals in accordance with IC 5-30-7-7.

3.17. Form of Agreement

3.17.1. Upon selection of the Best Value Proposer as Design-Builder for the Project, the Owner will issue a Letter of Intent to Executed a Design-Build Contract, subject final negotiation of contract terms. The Owner will also issue a Notice to Proceed with Phase 1 Progressive Design-Build Services as means formalizing the negotiation process. The Form of Letter of Intent and Notice to Proceed is Attachment C-1 to this RFQ/RFP.

3.17.2. The Form of Agreement Between Owner and Design-Builder is DBIA Document No. 545 - Standard Form of Agreement Between Owner and Design-Builder for Progressive Design-Build Project Delivery, Amended in Accordance with IC 5-30.

3.17.3. The Form of General Conditions of the Contract is DBIA Document No. 535 – Standard Form of General Conditions of Contract Between Owner and Design-Builder, as amended for Progressive Design-Build Project Delivery and in accordance with IC 5-30.

3.17.4. All Terms and Conditions of the Form of Agreement are negotiable during Phase 1 Progressive Design-Build Services, except those terms identified below as non-negotiable:

3.17.4.1. Terms and Conditions directly related to compliance with legal requirements applicable to the Project are non-negotiable.

3.17.4.2. The maximum total project budget is non-negotiable. Line items within the budget, including Contract Price are negotiable, as long as the total of all line items does not exceed the maximum total project funding of \$2,720,000 established at the Project Hearing on November 19, 2020.

3.18. **Selection De-Briefing:** All Offerors may request a de-briefing from the Owner with respect to the Procurement; however, Owner shall conduct no such de-briefings until it has either reached an agreement on the Project or canceled the Procurement.

SECTION 4: VERIFIED STATEMENT OF QUALIFICATIONS DOCUMENTATION REQUIREMENTS

4.1.1. OATH and AFFIRMATION

4.1.1.1. Provide a notarized Oath and Affirmation swearing that the facts and information included in the Design-Builder's Verified Statement of Qualifications are true and correct.

4.1.1.2. The form of the statement is found in **TAB 1** of the Verified Statement of Qualifications and Qualitative Proposal Questionnaire included as Attachment B-2 to this RFQ/RFP.

4.1.2. TEAM IDENTIFICATION

4.1.2.1. Indiana Code Section 5-30-5-3(b)(1) requires the Design-Builder's Verified Statement of Qualifications to include "A listing of all prime contractors and architectural and engineering firms that participate financially as part of the team." **TAB 3** of the Questionnaire included as Attachment B-2 to this RFQ/RFP includes specific questions about the entire project team and when each entity on the team will become engaged in the Design-Build Process.

4.1.2.2. The Owner desires that Most Highly Qualified Design-Build Teams will include early engagement of all key team members to drive both integration and cohesion of the team. Research has shown that projects with higher levels of team integration and team cohesion achieve better project outcomes.

The Owner also believes a well-trained and qualified labor force committed to the project team and engaged in the total process will enhance project outcomes.

- 4.1.2.3. The Most Highly Qualified Design-Builders will be able to demonstrate the following in the Verified Statement of Qualifications and Qualitative Proposal:

Team Integration

The degree to which team members from separate organizations and disciplines are engaged prior to the start of conceptual design in collaborative, integrated activities, such as:

- Joint goal setting
- Cross-disciplinary design
- BIM Execution planning
- Increased information sharing
- Co-Location for increased team interaction

Team Cohesion

The degree to which individual team members have shared task commitment, group pride & interpersonal alignment, including:

- Commitment to shared goals
- High levels of positive team chemistry
- Exemplary communication
- Rock-solid trust of one another

- 4.1.2.4. While the Questionnaire allows opportunity for Design-Build Teams to commit to certain trade partners after the submittal of the VSQ/Proposal, the Owner believes that early team integration that drives the optimization of the design and construction process will accomplish more to achieve Best Value for the project than will selecting trade partners on price alone after the design is completed. Design-Builders that propose to select trade partners primarily on the basis of price (low bid mentality) will not be regarded as highly as those teams that seek a high level of team integration and team cohesion.

4.1.3. PROFESSIONAL LICENSING and CERTIFICATION

- 4.1.3.1. Design-Builder must verify that they employ or are teaming with individuals and entities that are licensed, registered, certified and otherwise qualified in good standing to provide the design and construction services required to complete an Indiana Public Works Project. An outline of the required submittal information is found in **TAB 3** of the Questionnaire included as Attachment B-2 to this RFQ/RFP.
- 4.1.3.2. The Owner also seeks verification of project team qualifications that extend beyond professional or trade licensure. In addition to any validation or disclosure required by this RFQ/RFP, Most Highly Qualified Design-Build Teams will be able to demonstrate that individuals with particular knowledge and experience in Design-Build project delivery are serving in meaningful roles on the project team.
- 4.1.3.3. The Owner encourages the use of Design-Build Institute of America (DBIA) Universal Best Design-Build Practices. Design Build Team members in a meaningful role on the Project who carry a “DBIA Professional Designation” will be considered an asset in the selection process.

4.1.4. PAYMENT and PERFORMANCE BONDING

- 4.1.4.1. In accordance with IC 5-30-8-4, the Design-Builder that is awarded the Design-Build Contract must furnish performance and payment bonds for the portion of the Project related to construction. Bonding is not required for the portion of the Design-Build Contract related to design.
- 4.1.4.2. For the purpose of evaluating the capacity of the Design-Build Entity to meet this requirement, at the RFQ/RFP phase, the Design-Builder is required to provide a letter from surety documenting the ability to provide Performance and Payment Bonding of at least (\$2,500,000).

- 4.1.4.3. The letter must be less than sixty (60) days old and written by a Surety Company authorized to do business in Indiana and is listed in the U.S. Department of Treasury's Circular 570, latest revision, and whose underwriting limitation is at least one hundred twenty million dollars (\$120,000,000). This also excludes any Surety delisted subsequent to the most recent publication of Circular 570.
- 4.1.4.4. The letter must specifically identify the Design-Build Entity and affirm that the Design-Build Entity has the capacity to obtain Performance and Payment Bonding for the project, stating the Design-Build Entity's single project bonding ability and its aggregate bonding ability.
- 4.1.4.5. Performance and Payment Bonding is not required as part of the VSQ / Proposal or Phase 1 Progressive Design-Build Services. The Design-Builder that is awarded the Design-Build Contract will be required to provide Bonds upon execution of the Design-Build Contract, prior to commencing Phase 2 Progressive Design-Build Services. The Bonds will be made in favor of the Owner, using the DBIA series of Bond Forms for an amount not less than 100% of the value of the Construction Portion of the Design-Build Contract.
- 4.1.4.6. The Surety on the Performance and Payment Bonds shall not be released earlier than one (1) year after the date of Final Completion of the Project.

4.1.5. **LIABILITY INSURANCE**

- 4.1.5.1. The Design-Builder must document existing insurance coverage in the following minimum amounts and not less than Indiana statutory requirements. Coverage must be from established insurance carriers with AM Best Rating of at least B++ (Good). The coverage must be free from any exclusion related to the Design-Build delivery method. It will be a condition of the Design-Build Contract that the Design-Builder must keep the coverage in place for at least three (3) years after the Date of Substantial Completion.
- 4.1.5.2. If the Design-Builder is currently carrying coverage less than the specified amounts, a letter from the Design-Builder's insurance carrier affirming the Design-Builder's ability to obtain the required coverage, along with a statement by the Design-Builder of its willingness to obtain the required coverage will also meet the documentation requirements of the RFQ/RFP.
- 4.1.5.3. Provide Certificates of Insurance, as outlined in **TAB 4** of the Questionnaire included as Attachment B-2 to this RFQ/RFP that document the following minimum insurance coverages.

Worker's Compensation and Liability Insurance

Employer's Liability: <i>Bodily Injury by Accident</i>	\$1,000,000 <i>each accident</i>
Employer's Liability: <i>Bodily Injury by Disease</i>	\$1,000,000 <i>policy limit</i>
Employer's Liability: <i>Bodily Injury by Disease</i>	\$1,000,000 <i>each employee</i>

Commercial General Liability Insurance (Occurrence Based)

General Aggregate Limit (per job): <i>Other than products/completed operations</i>	\$2,000,000
Products / Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit: <i>completed operations</i>	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Expenses (<i>any one person</i>):	\$5,000

Professional Services Liability Insurance (Errors + Omissions)

Per Claim: **\$1,000,000**
*Minimum 3-year extended reporting or continuation of coverage
for 3 years following Date of Final Completion.*

Comprehensive Auto Liability Insurance

Single Limit – each accident: **\$1,000,000**
*Owner, Hired & Non-Owned
Bodily Injury & Property Damage*

Umbrella Excess Liability Insurance

Each Occurrence & Aggregate: **\$5,000,000**
Must provide umbrella coverage for all forms of insurance listed above.

4.1.5.4. It is not necessary that the Certificates of Insurance be endorsed for the Owner as additional insured at this time. Endorsements will be required on the Certificates of Insurance provided by the Selected Design-Builder after the Progressive Design-Build Contract is executed.

4.1.6. **SAFETY PROGRAM and SAFETY RECORD**

4.1.6.1. All phases of construction are to be governed, at all times, by applicable provisions of Indiana and Federal Law(s), including, but not limited to, the latest Amendments of the following statutes:

- Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
- Part 1910 – Occupational Safety and Health Standards, Chapter VIII of Title 29, Code of Federal Regulations.
- Part 1926 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.1.6.2. Design-Builder must document, as a minimum requirement, an on-going active formal safety plan and an established safety record comparable to the U.S. Department of Labor’s Bureau of Labor Statistics national averages for Design-Builder’s SIC and NAICS codes.

4.1.6.3. For the purpose of evaluation of the Design-Build Entity’s safety record, submit the data requested in **TAB 4** of the Questionnaire included as Attachment B-2 to this RFQ/RFP

4.1.7. **EXPERIENCE and REFERENCES**

4.1.7.1. **TAB 5** of the Questionnaire included as Attachment B-2 to this RFQ/RFP requires Design-Builders to provide information about up to five (5) similar projects as evidence of experience to perform the work of this project. A portion of the information requested for each project is a reference from the Project’s Owner’s Representative.

4.1.7.2. **TAB 6** of the Questionnaire included as Attachment B-2 to this RFQ/RFP requires Design-Builders to provide at least three (3) additional references.

4.1.7.3. Attachment B-3 to this RFQ/RFP is the reference form to be used to complete the tasks noted above.

4.1.7.4. Design-Builders must identify the individuals, including titles and company affiliations in the written response to the items in the Questionnaire.

4.1.7.5. Design-Builders are responsible to distribute the forms to the individuals providing references and ensure that the forms are delivered via e-mail to the DCD by the date and time indicated on the reference form.

SECTION 5: QUALITATIVE PROPOSAL DOCUMENTATION REQUIREMENTS

5.1. Overall Management Approach: TAB 7 of the Questionnaire included as Attachment B-2 to this RFQ/RFP includes items related to the Design-Builder's Proposed overall management approach to the project, including:

- 5.1.1. Team's Understanding of Project Goals and Objectives
- 5.1.2. Project Challenges, Constraints and Opportunities
- 5.1.3. Design Excellence
- 5.1.4. Safety Management
- 5.1.5. Quality Assurance and Quality Control
- 5.1.6. Communications
- 5.1.7. Team Collaboration and Integration
- 5.1.8. Trade Contractor Engagement

5.2. Design to Target Budget Approach: TAB 8 of the Questionnaire included as Attachment B-2 to this RFQ/RFP includes items related to the Design-Builder's Proposed management of a design-to-target-budget approach to the project

5.3. Schedule: TAB 9 of the Questionnaire included as Attachment B-2 to this RFQ/RFP includes items related to the Design-Builder's Proposed management of the project schedule.

- 5.3.1. The first part of this section requests elaboration on the techniques the Design-Builder will use to build and manage the project schedule, as well as how the Owner will be engaged in that process.
- 5.3.2. The second part of this section requires a detailed schedule for the Design-Builder's execution of Phase 1 Progressive Design-Build Services. The Owner is most interested in understanding the process the Design-Builder will undertake to complete Phase 1 Services and the extent of engagement the Design-Builder expects of the Owner during Phase 1.
- 5.3.3. It is not a requirement of this RFQ/RFP that the Design-Builder provide a schedule for the entire project. Only a schedule for Phase 1 is required. The schedule for Phase 2 Services is a work product of Phase 1 Services and is to be prepared collaboratively with the Owner.

5.4. Collateral Materials: TAB 10 of the VSQ / Qualitative Proposal is a place for the Design-Builder to include information for TRC consideration that is not otherwise required by the RFQ / RFP.

- 5.4.1. Design-Builders are not required to include any collateral materials, and are asked to keep such materials, if provided, relevant to the Qualitative Proposal scoring criteria.

SECTION 6: PRICE PROPOSAL DOCUMENTATION REQUIREMENTS

6.1. Price Proposal

- 6.1.1. Offerors will submit Price Proposals pursuant to the RFQ/RFP. Price Proposals shall be based on the RFQ/RFP and Contract Documents as amended by Addenda. Offerors shall keep their Price Proposals open for sixty (60) days after submission of their Price Proposal. Offerors shall be entitled to rely on the written information provided by the Owner in the RFQ/RFP and any Addenda in developing their Price Proposal; however, the selected Design-Builder will be required to validate all Project information during Phase 1 Progressive Design-Build Services. By submitting a Price Proposal, the Offeror represents and warrants that it will complete Phase 1 Progressive Design-Build Services and submit a report that includes a design and scope of work that can be achieved within the Price Proposal Submitted.

- 6.1.2. As part of the Price Proposal, Offers will submit a Phase 1 Services Fee quote to provide Phase 1 Progressive Design-Build Services. Owner reserves the right to negotiate the scope of services and price of Phase 1 Progressive Design-Build Services with the selected Design-Builder prior to authorizing the selected Design-Builder to proceed with Phase 1 Progressive Design-Build Services.
- 6.1.2.1. The selected Design-Builder will be paid the authorized Phase 1 Services Fee after the Board of School Trustees has taken action on the Design-Builder's Phase 1 Report. By submitting a Phase 1 Report, the Design-Builder will earn the authorized fee regardless of the action of the Board of Commissioners.
- 6.1.2.2. The Phase 1 Services Fee will be part of the Design-Builder's Contract Sum for all Design-Build Services and shall be included in the Price Proposal submitted to the Owner.
- 6.1.3. The Offeror has carefully examined the RFQ/RFP and the Owner's Program and ascertained the nature, scope, and location of the Work prior to submitting its Price Proposal. In completing the VSQ / Proposal and Phase 1 Progressive Design-Build Services, the Design-Builder has investigated and assured itself as to the general and local conditions that can affect the Work or its cost, all geotechnical and existing site conditions data, and any and all Plans, Specifications, Addenda, and Contract forms, whether provided by the Owner or developed by the selected Design-Builder during execution of Phase 1 Progressive Design-Build Services. The submittal of the Qualitative and Price Proposals shall be conclusive evidence that the Offeror has made such examinations and understands all the requirements for the performance of the completed Work. The submittal of a Phase 1 Report further provides conclusive evidence that the selected Design-Builder has made such examinations and understands all the requirements for the performance of the completed work. Failure of the Design-Builder to take these actions will not relieve it of responsibility for properly estimating the difficulty and cost of successfully completing the Work, or for proceeding to successfully complete the Work without additional cost to the Owner. The Design-Builder shall determine the methods, materials, labor, and equipment required to perform the completed Work and shall reflect their cost in the Price Proposal.

SECTION 7: ATTACHMENTS TO THIS RFQ/RFP (Adopted by reference and available for download from project website)

ATTACHMENT A: OWNER'S PROJECT CRITERIA

- A-1 Owner's Goals and Objectives for the Project
- A-2 Site Constraints
- A-3 Preliminary Space Program
- A-4 Design Performance Systems Narrative

ATTACHMENT B: REQUEST FOR QUALIFICATIONS and QUALITATIVE PROPOSAL INFORMATION and FORMS

- B-1 Legal Notice of Combined RFQ/RFP
- B-2 Verified Statement of Qualifications and Qualitative Proposal Questionnaire
- B-3 Professional Reference Form

ATTACHMENT C: PROPOSED CONTRACT DOCUMENTS

- C-1 Letter of Intent and Notice to Proceed for Phase 1 Progressive Design-Build Services
- C-2 DBIA Document No. 545 - Standard Form of Agreement Between Owner and Design-Builder for Progressive Design-Build Project Delivery, Amended in Accordance with IC 5-30
- C-3 DBIA Document No. 535 – Standard Form of General Conditions of Contract Between Owner and Design-Builder, as amended for Progressive Design-Build Project Deliver in accordance with IC 5-30

ATTACHMENT D: PRICE PROPOSAL FORM

Tri-Township Consolidated School Corporation
2021 Wanatah Public School Improvement Project
RFP Attachment A-1

Owner's Project Goals and Objectives

This summary of Owner's Project Goals and Objectives was generated from a variety of sources and stakeholders of the Project. They are presented in no particular order or hierarchy of priority. During the execution of Phase 1 Progressive Design-Build Services, the selected Design-Builder will guide the entire project team to a common understanding of these goals and objectives, including a shared understanding of their nuances and implications to design, scope, quality, budget and schedule.

The Owner's Project Goals and Objectives should be tested, updated and appropriately revised. The Design-Builder's Phase 1 Progressive Design-Build Report must include an updated statement of Owner's Project Goals and Objectives.

1. Optimize the quality and scope of work that can be provided within the funding available for the project.
 - a. Design-Builder must provide excellent leadership in assisting the Owner to establish priorities and make appropriate trade-off decisions about the Project.
 - b. Design-Builder must guide the Project development process through thoughtful consideration of options relating to building image and character, energy efficiency and sustainability, safety and security, flow of public and private areas and other critical factors in order to help the Owner make the most informed decisions about the appropriate design and construction of the facility.
2. Establish a collaborative relationship between the Owner and the Design-Build Team to deliver quality design and construction on time and within the Owner's Total Project Budget of \$2,720,000.
3. Determine the optimum location for a classroom addition to the existing building and work with the School Corporation's financing and legal team to prepare exhibits providing a legal description of the Leased Premises the addition will occupy by April 6, 2021.
4. Design and Construct an addition to the existing Wanatah Public School that will allow the building to operate efficiently as a Pre-K through 12th Grade facility by the Fall of 2022.
 - a. The facility should embrace the principles of energy efficiency and sustainable design as evidenced by Energy Star Certification, or even a higher standard of sustainability certification recommended by the Design-Builder.
 - b. Provide excellent thermal comfort throughout the building, with exemplary indoor air quality and a high degree of individual area control.
 - c. Provide excellent acoustics within new classrooms. Provide appropriate sound isolation from spaces and systems that may produce disruptive noises
 - d. Provide an abundance of controlled and controllable daylight throughout the addition.
 - e. The facility should be able to provide an excellent learning environment while easily accommodating public health protocols during national health crisis events such as the current COVID-19 pandemic.
 - f. Embrace CPTED (Crime Prevention Through Environmental Design) and School Safety Measures to create an environment that enhances School Safety.
 - g. The facility should support existing state-of-the-art and emerging educational technology.
 - h. The facility should be designed for universal access and comply with all ADA Regulations and Guidelines.
 - i. The facility must be easy to maintain. Finish materials and systems, particularly in public

areas must be durable and timeless, so that after decades of use, the building does not appear tired or worn-out.

5. Comply with all applicable Federal, State and Local Building Codes, Ordinances, Legal Constraints, Standards, etc.
6. Maintain a safe, injury free work site.
7. Minimize impacts to ongoing community operations through close coordination with the Owner.
8. Provide opportunity for local companies and individuals to participate in the project. Provide means for this project to have a positive impact on the local economy.