

METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE

REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS
TO DEVELOP AND CONTRUCT NEW ELEMENTARY SCHOOL AND
ATHLETIC FACILITY PROJECT(S) THROUGH A PUBLIC-PRIVATE
PARTNERSHIP AGREEMENT

Issued: August 4, 2023

Response Date: August 31, 2023

District Contact: Mr. Eric Bowlen
389 East Jackson Street
Martinsville, Indiana 46151
(765) 342-6641

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I. Introduction

A. Statement of Intent.

The Board of Education (the "Board") for the Metropolitan School District of Martinsville, Indiana (the "District"), issues this Request for Proposals and Statement of Qualifications ("RFPQ") to qualified entities ("Offerors") interested in submitting Proposals and Statement of Qualifications to investigate, evaluate, develop, design, construct, and/or transfer facilities for New Elementary School and athletic facility project(s) (the "Project(s)") under a public-private partnership with the intent to provide safe and efficient school facilities to fulfill the District's responsibility to serve the community and provide essential educational services and facilities. The Project(s) will be transferred to the District pursuant to a public-private agreement (the "BOT Agreement") between the District and the selected Offeror in accordance with Ind. Code §5-23 et. seq. (the "Act").

B. Objectives.

The District seeks private involvement to investigate, evaluate, develop, design and construction the Project(s) as (i) the District lacks relevant expertise to development and construct the required Project(s); (ii) using private sector expertise in the investigation, evaluation, design, development and construction will allow for timely and efficient delivery of the Project(s); (iii) private sector expertise will shift risk from the District to developers and contractors; (iv) private sector expertise should minimize the District's exposure to unknown costs in delivering the Project(s); and (v) the District desires an aggressive schedule to deliver the Project(s) that is best served by private sector involvement.

II. Project(s) Scope

A. Project(s) Information.

Although the District has a need for improved facilities at all of its elementary schools and new athletic facilities, the final scope of the Project(s) has yet to be determined. The final Project(s) scope will be determined through a scoping period with the selected Offeror, during which the selected Offeror will be required to provide investigation and analysis of the District's existing facilities, professional design services, and constructability analysis to create a final Project(s) scope, schedule and budget (the "Scoping Period"). As part of the Scoping Period, the District will require the Offeror to investigate and evaluate all of the elementary schools located in the District and prepare analysis that will provide sufficient information for the District's Board to determine whether it is necessary and appropriate to proceed with further development and construction of the Project(s) at any or all of the elementary schools in the District. The Scoping Period is anticipated to be a very intense and fast-tracked process, with the goal of receiving deliverables to allow for potential commencement of construction in Summer, 2024 when the current 2023-24 school year ends (the "Deliverables").

Upon receipt of satisfactory Deliverables, the District may move forward with the Project(s) and selected Offeror by resolution or ordinance at a public hearing to complete the development, design and construction of the Project(s).

If the selected Offeror is unable to produce satisfactory Deliverables, or the District determines that the Project(s) are not necessary or appropriate based on the Deliverables, the District reserves the right to begin a new Scoping Period with another Offeror or cancel this

RFPQ process. In either event, the resulting Deliverables shall be solely owned and controlled by the District, and the District may use the Deliverables for its benefit without further consent from or compensation to the Offeror.

B. Project Budget.

The District’s budget for completing the Project(s) is \$60 Million Dollars (the “Project(s) Budget”). Offerors should submit proposals that can be completed within the Project(s) Budget. **By submitting proposals in response to this RFPQ, Offeror is affirming its proposal can be completed within the Project(s) Budget.**

III. Procurement Process.

The Act authorizes the District to solicit requests for proposals, conduct discussions with Offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, to negotiate the best and final offers with responsible Offerors who submit proposals that are determined to be reasonably susceptible of being selected for a public-private agreement, and to enter into a BOT Agreement with the Offeror to investigate, evaluate, design, develop and construct the Project(s). The District anticipates the following sequential steps as part of the procurement process:

A. Review RFPQ Responses.

The District will (1) review responses to this RFPQ based on the factors and weight provided to each factor; and (2) negotiate with Offeror for the best and final offer, as more particularly described herein. The District may refuse to disclose the contents of proposals during discussions with eligible Offerors.

B. BOT Agreement Recommendation.

The District may recommend the winning offeror to its Board for completing the Projects pursuant to a BOT Agreement. Alternatively, and in its sole discretion, the District may terminate the RFPQ process. The Board shall entertain the District’s recommendation to enter into a BOT Agreement at a duly noticed public hearing. If a recommendation to award the public-private agreement is made to the Board, the Board shall satisfy the statutory processes included in the Act prior to awarding a BOT Agreement.

IV. Anticipated Procurement Schedule

Date	Action Item
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August 4, 2023 & August 11, 2023	RFPQ published, distributed and available for pickup with required notice seven (7) days apart / before submission.
August 18, 2023	Last Day to submit questions regarding the RFPQ.
August 25, 2023	Last day to answer questions and distribute Addenda.
August 31, 2023	RFPQ Submission Deadline
September 8, 2023	Determination of Potential Awardees
September 11 - 15, 2023	Interviews (if necessary)
September 22, 2023	Award Notification
June 1, 2024	Commencement of Construction

This schedule is for illustration purposes only and should not be construed as binding; except that all **RFPQ Responses shall be submitted by or before August 31, 2023. Offers submitted after August 31, 2023 at 2:00 p.m. EST will not be considered.**

V. District's Reserved Rights

The District reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part prior to the execution of a Scoping Period or BOT Agreement, (2) issue a subsequent RFPQ after the withdrawal of this RFPQ for the Project(s) or any part of the Project(s), (3) reject any and all RFPQ responses, (4) terminate, suspend, or elect not to proceed in negotiations with Offeror at any time, (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an RFPQ response, and (6) enter into a Scoping Period Agreement with an Offeror for preliminary inspection, evaluation, development and design services prior to the District moving forward with the Project(s). The issuance of this RFPQ does not commit or bind the District to enter into an agreement or proceed with the procurement process. **Unless otherwise stated herein, the District assumes no obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred by Offerors responding to this RFPQ, which shall be borne solely and exclusively by each Offeror.**

VI. Solicitation and RFPQ Requirements

A. RFPQ Submission Deadline.

RFPQ Responses must be received by the District at the address provided below **no later than August 31, 2023 at 2:00 p.m. EST** (the "Submission Deadline"). Only complete RFPQ responses delivered before the Submission Deadline will be accepted by the District. RFPQ

responses delivered after the Submission Deadline will be rejected and returned unopened to the Offeror. The District will not accept facsimile or email submission of RFPQ responses.

B. Delivery of Responses.

All RFPQ responses shall be delivered to the following:

Mr. Eric Bowlen, Superintendent
MSD Martinsville
389 E. Jackson Street
Martinsville, IN 46151 (“District Contact”)

Offerors shall submit one (1) original and three (3) complete copies of the original. Additionally, Offerors shall submit one (1) electronic copy on CD or DVD or USB flash drive. The sealed package containing the RFPQ Responses must have the following information written on the outside of the package:

SEALED PROPOSALS – DO NOT OPEN

MSD Martinsville
389 E. Jackson Street
Martinsville, Indiana 46151
c/o Mr. Eric Bowlen, Superintendent

(Name of Offeror)
(Name of Offeror’s Duly Appointed Representative)
(Mailing Address of Offeror)
(Telephone Number of Offeror)
(E-Mail Address of Offeror)

An RFPQ Response need not be accompanied by a certified check. As provided herein, Offeror shall provide the District with information relative to its financial responsibility.

C. Questions and Requests for Clarification.

Offerors must refrain from communicating with any District board members, official, employee, agent, or representative regarding the Project(s) or this RFPQ. **All communication and requests for information and clarifications shall be made via e-mail correspondence to the following addresses: proposal.questions@msdmartinsville.org. No oral requests will be considered.** No requests for additional information or clarification to any person other than the e-mail address provided in this section will be considered. **Failure to abide by this section may result in disqualification from the procurement process.**

If Offeror considers any of its questions or request for clarifications to be confidential in

nature, it must specifically state the reasons for why it believes the information to be confidential. The District intends to respond individually to those questions identified by Offeror and deemed by District, in its sole discretion, as containing confidential information relating to Offeror's response. The District reserves the right to contest with Offeror's assessment regarding confidentiality in order to comply with applicable law. If the District disagrees with Offeror's confidential assessment, the District may allow Offeror to withdraw the question, rephrase the question, or have the question answered non-confidentially.

All questions and requests for clarification must be submitted on or before August 18, 2023 at 2:00 p.m. EST. Answers to questions deemed appropriate for response by the District, in its sole discretion, will be distributed by publication on the District's website and will constitute Addenda (as defined herein below) to the RFPQ. The District may rephrase questions as it deems appropriate and may consolidate similar questions.

D. Addenda to the RFPQ.

The District reserves the right to issue written addenda to this RFPQ (each, an "**Addendum**" or "**Addenda**") at any time before the Submission Deadline and will post any Addenda on its website. These Addenda will be numbered consecutively. Any Addenda shall constitute a part of this RFPQ. All RFPQ responses shall be prepared with full consideration of the Addenda issued prior to the Submission Deadline. Each Offeror is solely responsible to ensure that it has received and considered all Addenda issued by the District. Offerors should monitor the District's website for information concerning this procurement.

E. Modification & Withdrawal of RFPQ Responses.

RFPQ responses may be modified or withdrawn in writing by request to the District Contact, if received prior to the Submission Deadline. Any modification to an RFPQ response received by the District after the Submission Deadline will not be considered by the District. The Offeror may also withdraw its RFPQ in person at any time before the Submission Deadline.

VII. Format and Content of RFPQ Response

- A. Format of Response. The RFPQ response shall be bound and typed, single or double sided, on 8 1/2" x 11" paper in English using no less than 11-point font with 1" margins on all sides. The response shall include a table of contents, which identifies the major response sections as outlined herein, and any illustrations, tables, charts, graphics or exhibits included in the response.

Offerors shall submit one (1) original and three (3) complete copies of the original. Additionally, offerors shall submit one (1) electronic copy on CD, DVD, or USB flash drive in searchable and printable format.

B. Organization.

Offerors must organize their RFPQ response in the order set forth in **Exhibit B**, attached hereto and incorporated herein. If an offeror elects to include material in addition to the information specifically requested, offeror shall append that material to the end of the most appropriate defined section of the outline.

C. Content of Response. For a response to be complete, the offeror shall provide the following:

1. Entity Information

- Legal name of offeror.
- Nature and History of Organization.
 - o Identify the legal structure and name of offeror's organization.
 - o When was organization created.
 - o Location of organization.
 - o Number of employees.
 - o Operations within the State of Indiana.
- Describe the management structure of offeror's organization.
 - o Allocation of roles and responsibilities.
 - o Provide an organizational chart.
- Identify key members in the organization.
 - o List the equity members in the organization.
 - Position of each equity member within the organization.
 - Background/expertise of each equity member.
 - Percentage of ownership in the organization.
 - o List other important team leaders.
 - Position of each member within the organization.
 - Background of each member.
- Identify a contact person for the offeror
 - o Provide his/her name, title, address, telephone number and e-mail address.
- Identify and describe Offeror's proposed team.

- Describe how offeror's overall business structure is well suited to complete the Project(s).

2. **Experience and Expertise.** Offeror shall provide the District with information relative to Offeror's relevant experience designing, developing and constructing similar projects like the Project(s). Specifically, the District seeks offerors with substantial experience constructing **New Elementary Schools** and **athletic facilities** similar in size to the Project(s).

The following is a list of suggested items that offerors may include:

- Related Experience.
 - o A description of at least three (3) other projects performed by Offeror that demonstrates Offeror's experience. This section should highlight Offeror's experience **developing, designing and constructing New Elementary Schools** of approximately the same size and constructing necessary improvements to support the New Elementary Schools and maximize use. Additionally, it should also highlight Offeror's experience **developing, designing and constructing athletic buildings** of approximately the same size and constructing necessary improvements to support the New Elementary Schools and maximize use. Each response should include but not be limited to the following information:
 - General description similar projects.
 - Offeror's role in such projects.
 - Work performed by Offeror.
 - Construction value of the project.
 - References with contact information
- Proposed Schedule.
 - o Include a proposed schedule for the Project(s), including proposed dates to start and complete investigation / analysis, development, design, construction, and to convey the Project(s) to the District. Considering the Project(s) scope are not yet defined, please provide a schedule for example purposes only. The final schedule will be determined during the Scoping Period as part of the selected Offer's Deliverables.

- Proposed Delivery for the Project(s).
 - o Include Offerer's proposed options for delivery of the Project(s).
- Proposed Scoping Period Fees.
 - o The Scoping Process will be fast-tracked and focused; the selected Offeror will need to prepare existing facilities evaluation and analysis, design services, and a guaranteed budget sufficient for the District to make a decision on whether to proceed with the Project(s) and/or the selected Offeror. Please identify fees that may be requested by Offeror for the required Scoping Period and Deliverables in **Exhibit A**.

3. **CONFIDENTIAL INFORMATION.** This section shall include any confidential and proprietary information that the offeror claims should be exempt from public disclosure. Offeror is solely responsible for reviewing the Act and Indiana's Public Records Act and other applicable laws concerning the District's disclosure obligations. **The District shall not be liable to offeror for disclosing materials that the District determines, in its sole discretion, are not protected by the Act and/or Indiana's Public Records Act, including, without limitation, materials marked "Confidential".**

4. **LEGAL REQUIREMENTS.** This section shall include responses to the following documents:

Transmittal Letter. The Responses must include one fully executed Transmittal Letter, in accordance with the form of Transmittal Letter set out in **Exhibit C** from the offeror acknowledging that the offeror has fully reviewed and understands and agrees to be bound by the terms and requirements of this RFPQ and procurement process. The Transmittal Letter must be executed by a duly authorized representative of offeror.

Non-Collusion Affidavit. Each offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with its RFPQ response or this procurement process by executing and returning with its RFPQ response the Non-Collusion Affidavit provided in **Exhibit D** attached hereto.

No Default, Breach or Bankruptcy. Each offeror must include an affidavit, as provided in **Exhibit E** attached hereto and incorporated herein, of the offeror's authorized representative affirming that the offeror and/or its affiliates are not:
(a) involved in any current or pending litigation or legal disputes with any

governmental entity; (b) in arrears to any governmental entity of any debt or contract; (c) a defaulter as surety or other obligation upon any governmental entity; (d) in failure to perform faithfully in any previous contract with a governmental entity in the preceding five (5) years; and (e) have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding. In the event offeror cannot affirm representations (a)-(e), it must sufficiently detail the reasons why and provide the District with sufficient detail surrounding the event or proceedings.

VIII. Evaluation and Selection

- A. Responsiveness/ Minimum Qualification (Pass/ Fail). In accordance with the Act, the District will evaluate the RFPQ responses to determine whether the response is complete and responsive. Only those timely submitted RFPQ responses that are as complete and responsive will be evaluated by the District.
- B. Discussion / Clarification. Offers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision to its proposal in order for District to clarify and assure full understanding of Offer's proposal.
- C. Content of Proposal (Scored). The District will complete an evaluation and ranking of the RFPQ Responses based upon the following criteria:
- **Experience & Expertise: 25%**
 - **Demonstrated ability and capacity to perform the Work, including reputation as indicated by references: 35%**
 - **Approach to develop the Project(s): 25%**
 - **Proposed Scoping Period Fees (Exhibit A): 15%**
- D. Award. If a recommendation to award the public-private agreement is made to the Board, the Board shall schedule a public hearing on the recommendation and publish notice of the hearing one (1) time in accordance with Ind. Code §5-3-1 at least seven (7) days before the hearing. The Proposals and a written explanation of the basis upon which the recommendation is being made shall be delivered to the Board and made available for inspection and copying in accordance with Ind. Code §5-14-3 at least seven (7) days before the hearing scheduled.

EXHIBIT A
COMPENSATION STRUCTURE AND AMOUNT

Please complete each of the following. **Include any additional categories of fees not specifically listed in this chart and Offeror's fee for each such category.**

	Category of Fees	Amount	Explanation
1.	Scoping Period Fee		

EXHIBIT B
OUTLINE OF RFPQ RESPONSE

Offerors shall organize RFPQ responses in the order set forth below. If an offeror includes material in addition to the information specifically requested, offeror shall append that material to the end of the most appropriately defined section of the outline.

- I. Table of Contents**
- II. Entity Information**
- III. Experience & Expertise**
- IV. Confidential Information, if any**
- V. Legal Requirements**
 - o Transmittal Letter.**
 - o Non-Collusion Affidavit.**
 - o No Default, Breach or Bankruptcy**

**EXHIBIT C
TRANSMITTAL LETTER**

Offeror:

Date:

**MSD Martinsville
c/o Mr. Eric Bowlen, Superintendent
389 E. Jackson Street
Martinville, Indiana 46151**

The undersigned (“Offeror”) submits this proposal in response to the Request for Proposal and Qualifications dated _____, 2023, issued by the Metropolitan School District of Martinsville, Indiana (“District”) to develop and construct New Elementary Schools and Athletic Facilities (“RFPQ”). Offeror represents and warrants that it has read the RFPQ and any addenda issued by the District and agrees to abide by the contents and terms of the RFPQ.

Offeror understands that the District is not bound to negotiate with any Offeror and may reject each response that it receives. Offeror further understands that all costs and expenses incurred by it in preparing this RFPQ Response and participating in the procurement process will be borne solely by Offeror, except as specifically provided in the RFPQ. Offeror understands that any documents, work product, or proprietary information submitted to the District in response to this RFPQ or throughout the procurement process shall become the sole and exclusive property of the District.

Offeror acknowledges and agrees that the District reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part at any time prior to the execution of the BOT Agreement, (2) issue a subsequent RFPQ after the withdrawal of this RFPQ, (3) reject any and all RFPQ Responses, (4) terminate, suspend, or elect not to proceed in negotiations with Offeror at any time, (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an RFPQ Response, and (6) enter into a Scoping Period Agreement with an Offeror for preliminary development and design services prior to the District moving forward with the Project(s). Offeror acknowledges and agrees that the issuance of this RFPQ does not commit or bind the District to enter into a contract or proceed with the procurement process.

Offeror acknowledges and agrees that this RFPQ and all aspects of the procurement process shall be governed by and construed according to the laws of the State of Indiana.

By:

Its: _____

EXHIBIT D
NON-COLLUSION AFFIDAVIT
[included on following page]

The undersigned authorized representative of offeror, being duly sworn on oath, states and affirms that neither offeror nor any other member, representative or agent of the offeror has entered into any combination, collusion or agreement with any person or entity relative to the price or other factors offered or in response to the RFPQ or in any way acted to prevent any other offeror from responding or otherwise submitting a proposal to the RFPQ. Offeror's proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

Further, no member of the District or District Board, or other representatives or officials of the District, or any person in the employ of the District is interested in the proposal, or the work to which it relates.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2023

(Offeror)

(Offeror's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Collusion Affidavit are true and correct.

Subscribed and sworn to me this _____ day of _____, 2023.

Notary Public Signature

EXHIBIT E
NO DEFAULT, BREACH OR BANKRUPTCY
[included on following page]

The undersigned authorized representative of Offeror, being duly sworn on oath, states and affirms that Offeror and its affiliates: (a) are not involved in any current or pending litigation or legal disputes with any federal, state, or local governmental entity; (b) are not in arrears to any federal, state, or local governmental entity of any debt or contract; (c) are not a defaulter as surety or other obligation upon any federal, state, or local governmental entity; (d) have not failed to perform faithfully in any previous contract with a federal, state, or local governmental entity in the preceding five (5) years; or (e) have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2023

(Offeror)

(Offeror's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Collusion Affidavit are true and correct.

Subscribed and sworn to me this _____ day of _____, 2023.

Notary Public Signature
