THE INDIANAPOLIS PUBLIC LIBRARY
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER AS CONSTRUCTOR SERVICES
FOR
THE WEST INDIANAPOLIS BRANCH
NEW CONSTRUCTION PROJECT

RFP Issue Date: October 26, 2026

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I. BACKGROUND AND GENERAL INFORMATION

Pursuant to Indiana Code § 5-32, the Indianapolis-Marion County Public Library ("IndyPL") by issuing this Request for Proposals ("RFP") is seeking proposals ("Proposals") from qualified Offerors ("Offerors") to provide Construction Manager as Constructor Services ("Services") for the West Indianapolis Branch ("WIN") New Construction Project ("Project").

IndyPL intends to review the Proposals submitted by Offerors with the intent of entering into an Agreement ("Agreement") with a single entity for the Project described in the RFP when deemed to be in IndyPL's best interest.

The form of agreement will be AIA A133 Owner/Construction Manager as Constructor Agreement 2009, as modified ("Agreement"), a draft of which is included as **Attachment E** to this RFP.

IndyPL is seeking Offerors whose combination of experience, personnel, and processes will provide timely, cost-effective and exemplary professional Services. It is the intent of IndyPL to work with the selected Offerors for the Services to reach an agreed upon guaranteed maximum price for the Services.

The IndyPL Board of Trustees adopted the Library's new Strategic Plan which defines the Library's role and scope of services in the community for the years 2025-2027. One of the Strategic Plan's directions includes a capital projects plan with realignment of some branch locations to maximize patron access to library services. Additional information about the Strategic Plan is available on IndyPL's web site: https://www.indypl.org/about-the-library/strategy

IndyPL is committed to supporting and encouraging economic growth and business opportunities in Marion County by strengthening IndyPL's relationships with minority, women, disability and veteran-owned business enterprises. This is achieved by providing an equal opportunity for participation in all IndyPL business. Additional information about IndyPL's Commitment to Diversity is available on IndyPL's web site: https://www.indypl.org/vendor-opportunities/commitment-to-diversity.

The IndyPL Board of Trustees, with Resolution 28-2020, has adopted the following Minority/Women/Disability/Veteran-Owned Business Enterprise Utilization Goals:

The utilization goal for Minority-owned Business Enterprises (MBE) is fifteen percent (15%).
The utilization goal for Women-owned Business Enterprises (WBE) is eight percent (8%).
The utilization goal for Disability-owned Business Enterprises (DOBE) is one percent (1%).
The utilization goal for Veteran-owned Business Enterprises (VBE) is three percent (3%).

Compliance with the utilization goals will be based on the cumulative amount of Work issued under the Contract.

This RFP describes the Services required and contains the terms and conditions for the Agreement.

1. Response Due Date. The responses are due at the date, time, and location established in **Attachment C**.

2. Partnerships and Joint Ventures in Response to the RFP. IndyPL will consider partnerships and Joint Ventures between Offerors to provide the Services.

3. Agreement Period. The Agreement shall cover the period required for the planning, coordination, implementation, and support of the Services.

4. Definitions. The term Offeror ("Offeror") denotes those entities submitting a Proposal in response to this RFP. The term Construction Manager as Constructor ("CMc") is used throughout this RFP to define the entity selected to provide the Services described in this RFP.

5. Virtual Pre-proposal Conference. A Virtual Pre-proposal Conference will be held at the date, time, and location established in **Attachment C**. Notification of planned attendance is required to facilitate distribution of links to interested Offerors.

II. REQUIRED SERVICES

This section of the RFP provides an overview of the Services requirements. Specific

Service requirements are included in **Attachment A and Attachment E**.

1. General Requirements.

   a. The Services shall include the planning, coordination, implementation and support of the Services as described.
   b. CMc shall furnish all supplies, materials, vehicles, and equipment necessary for the performance of the Services under this RFP. IndyPL reserves the right to review all materials used and make a determination of appropriateness.
   c. CMc shall provide, upon request by IndyPL, incidental or special work on a lump-sum or hourly not-to-exceed basis as mutually agreed upon in writing by the parties.
   d. CMc shall employ at all times the quantity and quality of supervision necessary for the effective and efficient completion of the Services. CMc's supervisors shall be fully and adequately trained and experienced in the supervision of staff and sub-contractors. All supervisors shall have an intimate knowledge of the various tasks, equipment and materials so as to be able to both properly train and direct their staff in their individual tasks.
   e. CMc shall employ at all times the quantity and quality trained and experienced employees for the Services and shall take reasonable precautions to ensure such employees are reliable and of good character.
   f. CMc's employees and sub-contractors, while on IndyPL premises, shall wear appropriate identification furnished by CMc. Any of CMc's employees and subcontractors not having valid identification may be required to leave the premises immediately upon request by an IndyPL representative. Under no circumstances shall any person not displaying proper identification accompany CMc's employees and subcontractors on the premises. Violation of this rule by a CMc's employees, subcontractors or agents will result in the automatic removal of that person from the Services.

III. ATTACHMENTS

Attachment A – Scope of Services and Project Descriptions

Attachment B – Offeror Proposal Sheet and Non-Collusion Affidavit
In addition to submission of information required by the Offeror Proposal Sheet, if a Offeror believes that additional services or adaptations for the Project beyond those specified in the RFP are required or recommended to fulfill the Project's intent, the Offeror shall also propose the additional services or adaptations and the associated costs or fees for those additions. In all events, Offerors shall clearly specify which costs, if any, are not included in the fees submitted in the Offeror Proposal Sheet.

Attachment C – Request for Proposal Schedule
IndyPL reserves the right to make changes to the Schedule and will provide proper notification to all known Offerors at the time any changes occur.

Attachment D – E-Verify Affidavit
The CMc shall agree to enroll in and participate in the E-Verify Program as required by Indiana Code § 22-5-1.7-11 during the hiring process for all employees hired after the date of the Agreement. The CMc shall also agree to require its subcontractors who may perform work under the Agreement to certify to the CMc that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CMc shall agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. IndyPL may terminate a resulting Agreement for default if the CMc fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by IndyPL of such breach. As a condition to submitting a Proposal and to entering into an Agreement, the CMc shall execute the E-Verify Affidavit, which shall be an exhibit to the Agreement. Such affidavit shall be in the form attached to this RFP.

Attachment E – Draft Agreement

IV. GENERAL TERMS AND CONDITIONS GOVERNING THE RFQ

1. Request for Proposal. Pursuant to Indiana Code § 5-32-3-2 IndyPL is notifying Offerors who have the potential to furnish the requested Services. Each Offeror can receive a copy via download from IndyPL's website. Offerors are responsible for making copies as required to satisfy their needs. Offerors are encouraged to initiate preparation of their proposals immediately upon receipt of this RFP, to allow time for all relevant questions and information needs to be identified and answered, and for preparation of a comprehensive and complete response.

2. Point of Contact. All communication with IndyPL shall be directed to the single point of contact for IndyPL identified on the first page of the RFP.

3. Schedule of Activities. **Attachment C** outlines the schedule of major activities for the RFP and the CMc selection process. IndyPL reserves the right to amend the schedule as necessary.

4. Offeror Qualifications. The Offeror shall have the following minimum qualifications:
   a. A sound business reputation and required licensures in the State of Indiana necessary to provide the Services;
   b. Proven capabilities in delivering Services on time and on budget;
   c. Appropriate resources to satisfy the requirements for the Services requested by this RFP;
   d. Demonstrated track record in planning, coordination, implementation, and support for similar service relationships; and
   e. Demonstrated track record in overall client satisfaction.

5. Offeror Rights. All materials submitted in response to this RFP become the property of IndyPL upon delivery, shall not be returned to the Offeror and may be appended to any formal documentation, which would further define or expand the contractual

relationship between IndyPL and a selected Offeror. No submissions or supporting documentation will be returned to Offeror.

Offerors submitting Proposals should recognize that IndyPL is a public body and, as a public body, IndyPL is subject to disclosure requirements and must abide by public record laws. Neither party shall be liable for disclosures required by law.

6. Reservation of Rights. This RFP does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of a Proposal to this request, or to otherwise contract for any Project. IndyPL reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified Offerors, to award only a portion of the Services, to award Services to more than one Offeror, or to cancel in part or in its entirety this RFP, if it is in the best interest of IndyPL to do so. IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. The lowest fee Proposal shall not necessarily be selected. IndyPL specifically reserves the right to reject any or all Proposals or any part thereof; or to waive any defects or informalities in a Proposal when it is determined by IndyPL to be in IndyPL's best interest.

7. Late Proposals Not Considered. Proposals received after the stipulated Proposal Submission Deadline established in **Attachment C** will not be considered.

8. Inconsistency or Error in the RFP. Any Offeror believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency or error.

9. Offeror Errors or Omissions. IndyPL is not responsible for any errors or omissions in Offeror's Proposal.

10. Addenda. IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL in regard to the proposal instructions, Services requirements, or proposal documents as described in this RFP. Any changes in or clarifications to this RFP will be in the form of a written addendum, which will be furnished to all Offerors who are listed with IndyPL as having received the RFP or to any other Offeror who requests an addendum.

11. Offeror Incurred Costs. The Offeror shall be responsible for all costs incurred in preparing or responding to this RFP.

12. Modification or Withdrawal of Proposal. A Proposal may not be modified, withdrawn or cancelled by a Offeror for ninety (90) days following the Proposal Submission Deadline and each Offeror so agrees in submitting the Proposal. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the Proposal Submission Deadline. Notice of pre-submittal date withdrawal shall be in writing over the signature of the Offeror or may be submitted to IndyPL by facsimile or electronic mail transmission. If by facsimile or electronic mail transmission, written confirmation over the signature of the Offeror shall have been mailed and postmarked on or before the Proposal Submission Deadline. Withdrawn Proposals may be resubmitted up to the

Proposal Submission Deadline, provided that they are then fully in conformance with these general terms and conditions.

13. Rejection of Solicitation Responses. IndyPL reserves the right to reject any or all Proposals received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in IndyPL's best interest. Any Offeror objecting to the rejection of a Proposal, or portion thereof, shall submit a written protest stating the reasons for the protest to IndyPL within five (5) calendar days from the date of IndyPL's Written Notice of Intent to Enter into an Agreement as established in **Attachment C**.

14. Offeror Certification. By submission of a proposal, the Offeror certifies that the Offeror has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of IndyPL.

15. Exceptions. It is the intent of IndyPL to award an Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material condition or requirement of the RFP as an attempt by the Offeror to vary the terms of the RFP, which, in fact, may result in giving such Offeror an unfair advantage over other Offerors. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the opinion of IndyPL, the exceptions alter the overall intent of this RFP, unless the exception would be of material benefit to IndyPL.

16. IndyPL's Right to Disqualify For Conflict of Interest. IndyPL reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Offeror submitting a Proposal waives any right to object at any future time, before any agency or board, including but not limited to, IndyPL Board of Trustees, or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.

17. Warranties. Any Offeror submitting a Proposal in response to this RFP warrants and guarantees that the Offeror is fully capable of providing the Services and performing each and every task set forth in the Proposal. No limitation or exception to this warranty provision will be acceptable to IndyPL; except, it is understood that the Offeror is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.

18. Covenant against Contingent Fees. The Offeror warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

    For breach or violation of this warranty, IndyPL shall have the right to immediately terminate the Agreement without liability or in its discretion to deduct from fees or payments due the Offeror the commission, percentage brokerage or contingent fee.

19. Gratuities. IndyPL may immediately terminate consideration of a Offeror Proposal or the right of a CMc under the Agreement if it is found that gratuities in the form of entertainment, gifts or otherwise of any value were offered or given by the Offeror, or any representative of the Offeror, to any officer or employee of IndyPL with a view toward securing the Offeror selection or Agreement, or the making of any determinations with respect to the issuance or performance of an Agreement; provided that the existence of facts upon which IndyPL makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, IndyPL shall be entitled to pursue the same remedies against the Offeror or CMc as IndyPL could pursue in the event of default by the Offeror or CMc.

20. Diversity and Inclusion in Employment. The CMc in performing work under an Agreement resulting from this RFP shall not discriminate against any worker, employee or applicant because of race, creed, color, religion, gender, national origin, age or disability or veteran status, nor otherwise commit an unfair employment practice. The CMc will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability or veteran status.

21. Protest of Award. Any person or entity who has an objection to the awarding of the Agreement to any Offeror by IndyPL, shall lodge that protest, in writing, with IndyPL no later than 5:00 p.m. local time of the fifth (5th) calendar day following release of IndyPL's Notice of Intent to Enter into an Agreement letter. IndyPL retains the right to reject all protests not filed within this time and those found to be without merit.

22. Offeror Inquiries. Any questions that arise relating to this RFP shall be directed, in writing, or via e-mail to the Point of Contact identified on the cover page.

23. News Releases. News releases pertaining to this RFP or the Services shall not be made without prior approval of IndyPL.

24. Standard/Licensure Requirements. The CMc shall provide documentation to IndyPL evidencing all necessary business licenses to provide the Services prior to the awarding of the contract.

25. Out of State Offerors. It shall be a condition to the Agreement that any out-of-state Offeror that may be selected as the CMc shall be duly registered and qualified to do business within the State of Indiana.

26. Investments. By submission of a Proposal, the Offeror certifies that the Offeror is not engaged in any investment activities in Iran pursuant to Ind. Code § 5-22-16.5-13(b).

27. Award. IndyPL reserves the right to award the Services to one (1) or more Offerors when deemed to be in IndyPL's best interest.

V. TERMS AND CONDITIONS GOVERNING THE AGREEMENT

IndyPL is a Municipal Corporation within the City of Indianapolis and Marion County. In addition to the requirements included the RFP, a CMc entering into a contract with

IndyPL shall agree to a number of general terms and conditions. If a Offeror cannot agree to any of the stated general terms and conditions, their Proposal shall clearly state the reason for any such non-compliance. The submission of a Proposal constitutes the agreement of the Offeror that any agreement to be drawn as a result of an award herein will be prepared by the IndyPL. The submission of a Proposal shall further constitute the consent of the Offeror that it shall not insist on the use of standard contract agreements, documents or forms, and that it waives any demand for the use of its standard agreements. The Agreement will be drafted under the supervision of IndyPL's attorney and shall be the controlling document. The CMc may be requested to submit copies of their applicable standard contract forms for information purposes.

1. Compliance with Laws. In performing the Services, the CMc shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.

2. Continuation during Disputes. The CMc agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Agreement to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

3. Organization Employment Disclaimer. Any Agreement entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The CMc will agree that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons.

   The CMc shall have the sole responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by the CMc in the performance of the Services and shall indemnify and hold IndyPL harmless with respect thereto.

4. Method of Payment. CMc will be paid in accordance with payment procedures as stipulated in the Agreement. The CMc shall be required to participate in the IndyPL Electronic Fund Transfer ("EFT") invoice payment program for the electronic transfer of funds directly to the CMc's designated banking account for payment of approved invoices. Reports and invoices submitted shall contain the purchase order number under which the Agreement is awarded. CMc shall submit payments/invoices/reports to the addressee designated in the Agreement. The CMc shall, at a minimum, submit monthly invoices, for each payment requested, such statement to also include a detailed breakdown of all charges. All approved invoices will be paid within 30 days by IndyPL unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The CMc shall provide complete cooperation during any such investigation.

5. Interest. If for some reason IndyPL is delayed in making prompt and timely payments for approved invoices per the Agreement, the maximum the CMc may be entitled to accrue interest on the outstanding amount is a rate of one percent (1%) per month for each full calendar month.

6. Material Mark-up Expense. CMc shall not be permitted to add a material mark-up expense or fee for additional equipment and/or materials secured and provided as part of the Services except as provided for in the Agreement.

7. Pre-Payment for Equipment or Services. Unless authorized by a Resolution of the IndyPL Board of Trustees, IndyPL is not permitted to pay for any materials or services not yet on site or provided, nor is the CMc permitted to invoice for materials or services not yet on site or provided.

8. Changes. Any and all changes, revisions or modifications to the Services must be previously authorized in writing by the IndyPL Designated Representative. IndyPL shall not be required to pay for any Services component provided under a change order that is not approved by IndyPL. Upon request, the CMc shall provide documentation of time and material spent on each change order.

9. Insurance. CMc shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between CMc and IndyPL, which policies shall protect against any loss or claim arising from or relating to the Agreement, CMc's Service and activities, or presence at IndyPL facilities, and any act or omission of CMc or its employees and/or agents or Subcontractors in connection with the Services provided under the Agreement, and shall cover the contractual indemnification liability assumed by CMc pursuant to the Agreement:

    a. Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Five Million Dollars ($5,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of CMc's activities at the facilities. Any deductible shall be at CMc's expense.

    b. Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars ($1,000,000.00.)

    c. Workers' Compensation insurance, affording coverage in excess of the applicable state laws covering all of CMc's employees, and Employer's Liability coverage in excess of the applicable state laws but no less than One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each employee and Two Million Dollars ($2,000,000.00) policy limit.

    d. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by CMc shall be CMc's responsibility. IndyPL shall not be

responsible for such materials, equipment, and other items owned, borrowed, or leased by CMc.

e. Umbrella Liability insurance at not less than Ten Million Dollars ($10,000,000) limit for each occurrence providing for excess coverage over the limits and coverage prescribed above in Sections (a), (b), (c) and (d) above, which such policy shall be written on an occurrence basis.

f. All insurance policies addressed in Sections 6. (a), (b), and (e) above shall be endorsed to name the following as additional insured's:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, contractors, licensees, and successors.

g. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.

h. CMc shall deliver to IndyPL, prior to commencement of the Services under an Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder. If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate the Agreement immediately and/or deny CMc access to IndyPL facilities.

i. These insurance provisions are minimum requirements and shall not relieve CMc of its indemnity, defense and hold harmless obligations.

10. Suspension of Work/Termination or Suspension. IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which the CMc is employed by giving one (1) day written notice to the CMc; however, if any portion of the Services shall be terminated or suspended, IndyPL shall pay the CMc equitably for all work properly performed prior to termination. If the Services are suspended and the CMc is not given an order to resume work within sixty (60) days from the effective date of the suspension, the Agreement will be considered terminated.

11. Prime Contractor Responsibility. Planned use of subcontractors in connection with providing the requested Services should be clearly explained and described in the Offeror Proposal. The CMc shall be responsible for the performance of the Services under the Agreement whether or not subcontractors are used. In arrangements involving more than one firm, it does not matter to IndyPL which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Services as delineated in the Agreement. IndyPL will only enter into an Agreement with the

prime CMc. If a Subcontractor of CMc fails to perform in a reasonable manner IndyPL may require CMc to terminate the Subcontractor. Any increased cost or expense incurred by reason of any such termination shall be borne by CMc.

At the request of IndyPL, CMc shall promptly remove from IndyPL premises any employee of CMc who, in the sole opinion of IndyPL, has been negligent, wasteful, dishonest or otherwise unsatisfactory in performing their duties.

12. State Sales Tax. IndyPL, as a Municipal Corporation, is Indiana State Sales tax-exempt. IndyPL will provide the tax-exempt certificate and supporting documentation following issuance of a Notice of Intent to Award a Contract.

13. Non-appropriation. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by IndyPL are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then IndyPL shall have the right to terminate the Agreement without penalty by giving written notice documenting the lack of funding.

14. Audit of Contract Records. The CMc shall keep all resulting contract records separate and make them available for audit by IndyPL personnel or Indiana State Board of Accounts personnel during the term of the Agreement and upon request for a period of 3 years after the end of the Agreement term and completion of the Services.

VI. REQUIRED PROPOSAL FORMAT

1. General Requirements. The Proposals shall contain all information responsive to the RFP and the items listed below.

2. Specific Proposal Format and Content. Information contained in the Proposals shall not exceed sixty (60) doubles-sided pages, including the Offeror Proposal Sheet and Non-Collusion Affidavit, and excluding the cover sheets and tab dividers. In order to facilitate comparison and review of the Proposals, each Offeror should use tab dividers with section numbers and titles consistent with the format outlined below:
   a. Offeror Introduction and Cover Letter:
      1) Offeror name, address, phone, fax and e-mail address.
      2) Contact person for the Offeror's response to the RFP.
      3) Identification of the Project(s) for which the Offeror believes they have unique and outstanding qualifications.
      4) Include a statement of availability to meet the schedule in **Attachment C**.
      5) Signature of the contact person. This signature serves as verification the Offeror is a legal entity, the Offeror does not discriminate, the contact person is authorized to act on the Offeror's behalf, the Offeror has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any person associated with IndyPL, and the Proposal will remain valid for at least ninety (90) days.
   b. Offeror Proposal Sheet and Non-Collusion Affidavit included as **Attachment B.**
   c. Offeror Profile:
      1) Background information on the Offeror and its operations, including years in business, the nature of services provided, and the size of permanent staff and crew.

2) Information relating to the business organization of the Offeror and any partnership, joint venture, third-party or subcontractor proposed by the Offeror.
3) Description of the Offeror's organization chart, names of employees to be primarily assigned to the Services, and the role of each employee.
4) The Offeror shall provide the resumes of all employees intended to serve in supervisory and management roles for the Services.
5) Description of any incidents or claims against a contract, or pending litigations to which the Offeror is a party within the last three (3) years. IndyPL reserves the right to request additional information to explain any of the above disclosed situations.
6) State any conflicts of interest Offeror or any key team member may have with IndyPL or the Project.

d. Provide a detailed tabulation of the Offeror's history in contracting with or hiring minority, women, disability, and veteran-owned business enterprises for the past three (3) years.
e. Provide a detailed tabulation of the Offeror's good faith efforts to fulfill goals set by clients for contracting with or hiring minority, disability, and veteran-owned business enterprises for the past three (3) years.
f. Provide a description of the approach, processes, and procedures the Offeror intends to follow in outreach efforts to promote contracting with or hiring minority, women, disability, and veteran-owned business enterprises.
g. Provide a sample work plan outlining the approach, processes, and procedures the Offeror intends to follow in providing the Services.
h. Provide a description of the Offeror's anticipated work to be self-performed as part of the Project
i. Provide a description of the Offeror's approach to the determination of the Guaranteed Maximum Price ("GMP"). Include considerations for timing of the GMP, contingencies included in the GMP, and potential incentives/penalties relating to the GMP.
j. Provide financial statements or other suitable documentation covering the past three (3) years, demonstrating the Offeror possesses adequate reserves and credit capacity to perform the Services required by the RFP. The required financial documentation does not count against the maximum page count, and can be treated as a confidential document under separate cover.
k. Provide documentation on the Offeror's ability to meet the insurance and bonding requirements established in the RFP.
l. Executed E-Verify Affidavit included as **Attachment D**.
m. To the extent an Offeror is incapable of complying with or takes exception to any aspect of the requirements, proposal terms, and general terms and conditions described in the RFP, including **Attachment E**, the Offeror shall specifically identify and describe such exceptions in this section of its response to this RFP.
n. Additional information. Offeror may provide any other information, within the maximum page limit, they believe may add to their Proposal.

3. Proposal Submittal Instructions. One (1) bound original, five (5) bound print copies, and one (1) electronic .pdf copy on a disc, flash, or thumb-drive of the Proposal shall be sealed in a package showing, in addition to IndyPL Point of Contact name and address, the following information on the outside of the package or envelope:
   a. Offeror's Name.
   b. Request for Proposal title.

The Proposal package shall be personally delivered, sent by delivery service, or sent by mail to the Point of Contact at the address identified on the RFP cover page. Regardless of the mode of delivery, the Proposal shall be received by IndyPL by the Proposal Submission Deadline established in **Attachment C** in order to be considered.

4. Opening. The responses received by the deadline will be opened privately at the date, time, and location established in **Attachment C**.

5. Additional Information. Following receipt of the Proposals, IndyPL reserves the right to request additional information from and conduct discussions to clarify the Proposals with Offerors reasonably susceptible of being awarded the Services. IndyPL will not share information gathered in such discussions with any other competing Offerors. The proposed date and times are established in **Attachment C**

6. Confidential Information and Public Records. Offerors are advised materials contained in the Proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*("IPRA"), to which IndyPL must abide. After the contract award, the entire Proposal less any agreed upon confidential material, may be viewed and copied by any member of the public, including news agencies and competitors. Offerors claiming a statutory exception to the IRPA must:

   a. Place all documents they consider confidential (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" with the Offeror Name, IndyPL Point of Contact Name, and the RFP Title.

   b. Provide a transmittal letter listing the included confidential material items.

   c. Indicate in the transmittal letter by citing which statutory exception provision applies to each listed confidential material item.

   IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim that the information designated is confidential under one of the cited disclosure exceptions to the IPRA, it may either discuss its interpretation of the allowable exceptions with the Offeror or reject the Proposal. If agreement can be reached on the nature of the requested confidential materials, the Proposal will be considered. If agreement cannot be reached, IndyPL will remove the Proposal from consideration for award and return the entire "Confidential" package to the Offeror. The rest of the Proposal and other supporting documentation will not be returned to Offeror and remain part of the RFP file. IndyPL and the IPRA does not consider prices, fees, or wage rates to be confidential information as the information will be included in any agreement resulting from the RFP. Neither party shall be liable for disclosures required by law.

VII. EVALUATION CRITERIA

IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. Upon review of the information included in the Proposals, IndyPL will select the Offeror, or Offerors, that best meet the needs of IndyPL based on a combination of all of the criteria.

Overall cost, although an important factor, will be only one of the criteria considered. IndyPL will evaluate the Proposals based on the criteria listed below in no particular order of priority:

1. The satisfaction level of current and former clients, architects/engineers, and first tier-subcontractors of the Offeror under contracts similar to the requirements of IndyPL;
2. Proposed fees;
3. Minority, women, disability, and veteran-owned business enterprises participation history;
4. Perceived effectiveness of the Work Plan; and
5. Any other criteria deemed relevant by IndyPL.

VIII. EVALUATION COMMITTEE

The Evaluation Committee will consist of the following:

- IndyPL CEO.
- IndyPL Access, Belonging, and Culture Officer.
- IndyPL Chief Operational Services Officer

Schmidt Associates and/or HBM Architects will participate as advisors to the Committee. IndyPL Director, Capital Projects, is the Committee facilitator.

IX AWARD

The CMc shall be ready to proceed with the Services within seven (7) days after the receipt of the Notice of Intent to Enter into an Agreement.

IndyPL shall conduct a conference with the selected Offeror(s) after issuing the Notice of Intent to Enter into an Agreement. The purpose of this conference will be establishing lines of communication, review schedules, work procedures, and other matters.

Attachment A
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
Scope of Services and Project Description

Required Services Description:

Pre-Construction Services:

- Constructability reviews during design.
- Construction cost estimating at schematic design, design development, and bidding documents phases.
- Value engineering during design.
- Life-cycle cost estimating to facilitate value engineering efforts.
- Determination of construction sequencing and phasing.
- Determination of the bidding packages.
- Determination of bidding alternates and allowances.
- Permitting and Approvals.

Bidding Services:

- First-tier subcontractor pre-qualification.
- Outreach efforts to ensure competitive bidding results.
- Outreach efforts to promote minority, women, disability, and veteran-owned enterprise utilization.
- Facilitation of the bidding process.
- Determination of the GMP.

Construction Services:

- Daily Supervision of the work.
- LEED certification documentation.
- Safety processes and procedures.
- Self-performance of trade work.
- Submittal control measures and procedures.
- Project changes control measures and procedures.
- Project cost control measures and procedures.
- Construction quality control procedures.
- Construction schedule control measures and procedures.
- Coordination of vendors separately contracted by IndyPL.
- Monthly reporting on progress and utilization results.
- Substantial completion and punch list creation.
- Project closeout procedures.

Post-Occupancy Services :

- LEED documentation.
- Building Commissioning.
- Assembly of record documents.
- One- year warranty walk-through and follow-up procedures.

Attachment A
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
Scope of Services and Project Description

Project Description:

1) Creation of a new ~11,000 SF single-story building on a +/- 0.5 acre site with associated on-site parking for 96 cars, delivery access, a drive up drop box, a 1,500 SF outdoor program space, and required site improvements.
2) IndyPL has an initial agreement with Mary Rigg Neighborhood Center ("Mary Rigg") concerning the site of the existing parking lot immediately west of the existing WIN Branch at 1917 West Morris Street, Indianapolis, IN 46221
3) IndyPL has an initial agreement with West Indianapolis Development Corporation ("WIDC") concerning the existing office building at 1929 West Morris Street, Indianapolis, IN 46221.
4) IndyPL has an initial agreement with West Morris Free Methodist Church concerning the site of the existing Branch at 1216 Kappes Street, Indianapolis, IN 46224.
5) krM Architecture+ has been assisting IndyPL, Mary Rigg, and WIDC in the evaluation of possible options at the proposed site including:
    1. Property size and boundaries of the site.
    2. Combination of the existing Branch parking lot with the newly created parking lot.
    3. Possible reuse/renovation/salvaging of the existing Branch.
6) Per the Purchase Agreement IndyPL will be responsible for demolition of the existing structure to grade. Demolition will be part of the scope of this project.
7) Appropriate incorporation of energy and resource conservation measures into the design, building materials, equipment, and fixtures to achieve a minimum of a LEED v4 Silver Certification.
8) The projected collection size for the facility is 35,000 items.
9) Separate procurement and purchasing packages for the fixtures, furniture, and equipment will be utilized to obtain the most advantageous pricing for IndyPL.

Attachment A
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
Scope of Services and Project Description

Project Budget:

WIN GENERAL CONSTRUCTION	8,500,000.00
WIN OTHER OFFICE SUPPLIES	300,000.00
WIN NON-CAPITAL FURNITURE	225,000.00
WIN CAPITAL FIXTURES FURN & EQ	350,000.00
WIN CONSTRUCTION CONTINGENCY	850,000.00
WIN CONST PV SYSTEM	0.00
WIN SITE CLEANUP - CONSTRUCTIO	50,000.00
WIN ARTWORK	10,000.00
WIN SIGNAGE	75,000.00
WIN ACCESS CONTROL	12,500.00
WIN SECURITY CAMERAS	16,500.00
WIN INTRUSION DETECTION	12,500.00
WIN CHECK POINT	18,750.00
WIN COMPUTERS AND NETWORK	75,000.00
WIN MISCELLANEOUS EQUIPMENT	75,000.00
WIN CONTINGENCY - HARD COST	33,525.00
WIN LAND	302,829.14
WIN ARCHITECHTURAL & ENGNRG	917,750.00
WIN REIMB - PRINTING, FEES, TR	27,000.00
WIN CONSULTING SERV	28,765.00
WIN CONSTRUCTION MONITORING	43,750.00
WIN SURVEY	22,500.00
WIN ENVIRONMENTAL	12,500.00
WIN GEOTECHNICAL	6,250.00
WIN COMMISSIONING	50,000.00
WIN LEGAL SERVICES	68,750.00
WIN APPRAISAL	8,000.00
WIN OTHER SERVICES-SOFT COSTS	19,750.00
WIN PUBLICATION OF LEGAL NOTIC	750.00
WIN PRINTING	725.00
WIN COMM RLTIONS PRNTNG&EVNT	5,000.00
WIN MOVING EXPENSES - OTHER	60,000.00
WIN UNALLOCATED SFT COST CONT	35,000.00
TOTAL	12,213,094.14

Attachment A
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
Scope of Services and Project Description

Project Schedule:

Notice of Intent to Award CMc Contract	December, 2026
Post Award Planning and Coordination Meeting	Early January 2027
Execute Agreement	January 2027
Schematic Design Estimate	January 2027
Value Engineering Efforts	February 2027
Design Development Estimate, Determination of Alternates and Allowances	February 2027
Bidding Documents Estimate	March 2027
Preparation of Bidding Packages	March 2027
Project Bidding	Early April 2027
Establishment of the GMP	May 2027 IndyPL Board Meeting
Site Mobilization	August 2027
Construction Begins	August 2027
Project Substantial Completion	September 1, 2028
FFE Installation	September 2028
Collection Move	Early October 2028
Opening for Public Services	Late October 2028

Attachment A
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
Scope of Services and Project Description

Project Planning Site:



Attachment B
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project

Offeror Proposal Sheet and Non-Collusion Affidavit

OFFEROR PROPOSAL SHEET

OFFEROR: _____

Project(s) Proposal Submitted**:** _____

Address: _____

City/State: _____

Telephone Number: _____

Agent of Offeror (if applicable): _____

Email address: _____

Offeror Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Request for Proposals (RFP) dated October 26, 2026, including the addenda listed below, and understand the entire Scope of Services required under the RFP.

Pursuant to notices given, the undersigned, with complete understanding of the requirements and conditions, shall provide the Services fully in accordance with the requirements of the RFP.

Acknowledgement of Receipt of Addenda:

I/We have received and reviewed the Addenda listed below and have included the provisions thereof in this response to the RFP.

Addenda Received:_____

Attachment B
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
Offeror Proposal Sheet and Non-Collusion Affidavit

OFFEROR PROPOSAL SHEET

OFFEROR: _____

Similar Facility Experience and Qualifications:
List three (3) examples completed in the past five (5) years of Services performed by the Offeror on projects of similar nature typify the qualifications of the Offeror.

Project 1._____

Project 2._____

Project 3._____

Offeror Client References (Client, Contact Name and Number):
List three (3) clients, client contact persons, and telephone numbers where Services in the past five (5) years performed by the Offeror typify the qualifications of the Offeror.

Client 1._____

Client 2._____

Client 3._____

Offeror Architect/Engineer References (AE, Contact Name and Number):
List three (3) architects and/or engineers, contact persons, and telephone numbers where Services in the past five (5) years performed by the Offeror typify the qualifications of the Offeror.

AE 1._____

AE 2._____

AE 3._____

Offeror First-Tier Subcontractor References (Company, Contact Name and Number):
List three (3) First-Tier Subcontractors, contact persons, and telephone numbers where Services in the past five (5) years performed by the Offeror typify the qualifications of the Offeror.

First-Tier Subcontractor 1._____

First-Tier Subcontractor 2._____

First-Tier Subcontractor 3._____

Attachment B
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project

Offeror Proposal Sheet and Non-Collusion Affidavit

Proposal Certification:

The Offeror proposes to complete the Services as described in this Proposal for the following expenses:

CMc Fee as a percentage of the GMP %_____

Staff Billing Rate as multiplier of the Actual Staff Wage _____

CMc General Conditions Fee as a percentage of the GMP %_____
(Based upon the scope, budgets, and schedules identified in **Attachment A**.)

CMc Mark-up Fee as a percentage of the First-Tier Subcontracts %_____

Pre-Construction Services as Time & Materials, Not-to-Exceed $_____
(Based upon the scope, budgets, and schedules identified in **Attachment A**.)

Post-Occupancy Services as Time & Materials, Not-to-Exceed $_____
(Based upon the scope, budgets, and schedules identified in **Attachment A**.)

Other Expenses, If Any:

_____ $_____

_____ $_____

_____ $_____

Attachment B
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project

Offeror Proposal Sheet and Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned, on behalf of the Offeror, being first duly sworn, deposes and states that the Offeror has not, nor has any other member, representative, employee or agent of the Offeror, entered into any combination, collusion or agreement with any person relative to the Service fees to be proposed by anyone at such letting, to prevent any person from submitting a proposal, or to induce anyone to refrain from submitting a proposal.

The undersigned further deposes and states that this Proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person referring to such proposal.

The undersigned further deposes and states that no person, firm or entity has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such Proposal.

Offeror: _____

By (Signature): _____

Printed Name and Title: _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____20___.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment B
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
Offeror Proposal Sheet and Non-Collusion Affidavit

RFP Issued	October 26, 2026
Public Notices	November 2 and 9, 2026
Virtual Pre-proposal Conference	November 9, 2026, 10:00am local time https://teams.microsoft.com/meet/2646167663025535?p=P2kRjgzV9HJIdSS2DS Meeting ID: 264 616 766 302 553 5 Passcode: RR95uL3X
Questions Due from Offerors to IndyPL	November 12, 2026, 5:00pm local time
Answers to Questions sent to Offerors	November 17, 2026, 5:00pm local time
RFP Due and Private Opening ("Proposal Submission Deadline")	November 20, 2026, 2:00pm local time Library Services Center 2450 North Meridian Street, Indianapolis, IN 46208
IndyPL Evaluation Committee Meets to Discuss the Responses to the RFP received by IndyPL	November 24, 2026
If Needed - IndyPL Submits Questions to and/or Requests Discussions with Offerors Reasonably Susceptible of Being Awarded the Contract	November 25, 2026
If Needed - Responses to Questions and/or Discussions with Offerors by IndyPL Evaluation Committee	December 1, 2026 Discussion times and method TBD
Preliminary Recommendation Presented to IndyPL Board Facilities Committee	December 8, 2026, 1:00pm local time
Final Recommendation to IndyPL Board of Trustees at their monthly public meeting.	December 21, 2026, 6:30pm local time Wayne Branch Library 198 South Girls School Road, Indianapolis, IN 46231
Notification of Intent to Enter Into an Agreement	December 22, 2026
Execute Agreements	January 2027

Attachment D
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
E-Verify Affidavit

Pursuant to Indiana Code § 22-5-1.7-11, the CMc entering into a contract with the Indianapolis-Marion County Public IndyPL is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The CMc is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify no longer exists.

1. CMc affirms that CMc does not knowingly employ an unauthorized alien.
2. CMc affirms under the penalties of perjury that it has enrolled and is participating in the E-Verify program. CMc is not required to participate should the E-Verify program cease to exist.
3. CMc agrees to provide documentation upon request demonstrating that CMc has enrolled and is participating in the E-Verify program.
4. Library may terminate for default if CMc fails to cure a breach of any of these provisions no later than thirty (30) days after being notified.

I affirm, under the penalties for perjury, that the foregoing representations are true.

(CMc): _____

By (Written Signature):

_____

(Printed Name):

_____

(Title):

_____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____20_____.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment E
Request for Proposals
Construction Manager as Constructor Services for the
West Indianapolis Branch New Construction Project
Draft Agreement

AIA A133 Owner/Construction Manager as Constructor Agreement 2009, as modified.