



Request for Proposals

Morris Performing Arts Center Parking Garage

Construction Manager as Constructor (CMc) Services

City of South Bend, Indiana

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A. Instructions to Respondents

- Interested respondents **MUST** complete registration form at <https://www.southbendin.gov/RFP> to receive updates or addenda.
- Review the required Non-collusion form also at <https://www.southbendin.gov/RFP>. Do not submit qualifications if these terms are not acceptable.
- A required pre-proposal conference will be held **on February 26 at 1:00 PM EST** at the Common Council room at City Hal at 217 S Dr. Martin Luther King Drive on the 4th floor. You can also attend virtually at <https://tinyurl.com/MainStGarageRFP>.
- Questions are welcome and appreciated. Questions should be asked at the pre-proposal meeting or by email jrmolnar@southbendin.gov and psherman@southbendin.gov. Questions are due by **5:00 PM on March 3, 2026**.
- Answers to all questions will be provided in writing to all **registered** respondents.
- If the City determines any new information, question, or concern alters the RFP, an addendum will be issued to revise the RFP.
- Sealed responses must be submitted via email to the Office of the Board of Public Works: BPWbids@southbendin.gov by **9 AM on March 10, 2026**. Response package should be labeled "Proposal For Construction Manager As Constructor (CMc) Services: Morris Parking Garage., Project Number 125-065."
- All proposals received will be opened at the Board of Public Works meeting following submission. Review and evaluation will occur after March 10, 2026. Selection by the Evaluation Committee will occur following the evaluation and interview process.
- Provide five (5) hard copies of response as well as an electronic copy on a thumb drive.
- Late responses will not be accepted and will be returned to the submitting company unopened.
- The City is not liable for any cost incurred by any person or firm responding to this RFP.
- The City reserves the right to reject as nonresponsive any responses that do not contain the information requested in this RFP and in the form outlined in this RFP.

B. Project Details

1. Purpose of Request for Proposals

The **City of South Bend** is requesting proposals for the services of a Construction Manager as Constructor (CMc) as allowed under Indiana Code 5-32 for construction of a 474-space parking garage and an attached first floor concrete podium for a residential apartment building. The parking garage will be immediately west and connected to the Raclin Murphy Encore Center in downtown South Bend and serve as attached parking for the Morris Performing Arts Center. The garage will henceforth be described as the “Morris Parking Garage”. A summary of the project is included herein.

2. Background

The **City of South Bend**’s mission is to deliver services that empower everyone to thrive. This delivery is in line with the City’s values of excellence, accountability, innovation, inclusion, and empowerment. The City has over 1,100 employees and an annual budget of over \$350 million. The City maintains a high credit rating of “AA.”

The Morris Parking Garage is a planned 474 parking space garage which will be the third and final phase in The Neverending Encore which was the culmination of the 100th anniversary of the Morris Performing Arts Center. Phase I were direct improvements made to the Morris Performing Arts Center, Phase II was the construction and opening of the Raclin Murphy Encore Center which is a 20,000 square foot expansion of the Morris. The Morris Parking Garage will be built on a current surface parking lot accessed from Main Street.

The City of South Bend also plans to partner with a housing developer to attach to the Morris Parking Garage an apartment building that can bring additional vitality downtown. The housing development will also be along Main Street and be directly connected to the Morris Parking Garage. The CMc will be responsible for the construction of the Parking Garage as well as the first floor concrete podium of the apartment building.

A proposed site plan of the Morris Parking Garage and apartment building are below for illustrative purposes:

The city intends to use CMc as a project delivery method to realize a successful and impactful project that benefits the entire community.

The current potential work scope has been attached to the RFP for your use and convenience. Although the City wishes to consider and include all the elements in the conceptual design of the project, the evaluation of those elements will be done based on a cost benefit analysis, depending on prioritization and what can fit into the project budget.

4. Services Requested

The City of South Bend is looking to contract with an experienced CMc to provide a full range of pre-construction and construction services including but not limited to the following:

- Pre-Construction services: Value engineering during design completion and constructability reviews during the design in coordination with improvement design to be wrapped on garage, construction cost estimating, life cycle cost estimating, permitting, phasing of construction and bid package preparation and scheduling.
- Bidding Services: Identify subcontractor pre-qualification procedures. Break documents and specifications prepared by Architect into packages for and prepare overall bid documents for bidding. Provide copies of bids, reports and other information as City may request to support City compliance with their reporting obligations under Indiana State Law.
- Construction Services: Provide daily supervision of work, coordination of subcontractors, and basic security of the building. Identify safety and cost control processes and procedures. Identify quality control procedures. Maintain project schedule. Develop project closeout procedures.
- Post Occupancy Services: Provide for the commissioning of the building including training the owner and/or owner's representatives on major components. Develop a maintenance plan for the owners' use identifying when various components need servicing, filters changed, and seasonal maintenance. Work with owner to obtain service contracts on equipment as may be requested by the owner. Prepare recorded documents. Provide one-year warranty walk through and implement repairs and/or corrections where applicable.

C. City/Owner Project Specific Goals

1. E-Verify Affidavits:

The CMc shall agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11. Furthermore, every employee for every subcontractor working on the job shall be required to enroll and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11. This shall include all those constructing/building on site. This provision shall not be required for items fabricated off-site.

This shall also not apply to firms that provide incidental installation as part of delivery such as furnishings and merely connecting electronic devices. At the request of the owner, this information may be requested at any time.

2. Fair Bidding Process:

As part of the CMc provisions of the Indiana Code, CMc's may bid and complete up to 20% of the work on the project with their own forces. The City is seeking information on the type of work the CMc would likely plan to bid on as part of the project. The City routinely does not allow firms involved in the design of a project to bid on the same project to ensure that there is not a competitive advantage to a specific firm. The City seeks to understand how the CMc will keep this process fair and competitive, and will have a preference for proposals that do not include self-performance of work as part of the project.

Proposing firms do not need to include the Responsible Bidder Checklist that is used to comply with the City's Responsible Bidder Ordinance No. 10594-18. This checklist will, however, be a part of the bid documents to all 1st Tier subcontractors (>\$150K). The CMc will also be required to include this documentation with any work they bid for they intend to self-perform.

3. Sustainability:

It is important that the Morris Parking Garage be constructed with longevity in mind to serve the overall development for decades to come. To accomplish this, the investment must be sustainable and on-going carrying costs relative to the investment shall be of great importance. The City seeks to make decisions on materials and systems that will stand the test of time and minimize maintenance, energy consumption and replacement costs. The City seeks information on how the CMc can help in this regard in the decision-making process.

4. Guaranteed Maximum Price:

Due to the size and complexity of this project, the City determined that a CMc contract may be the most efficient way to deliver the desired product. Indiana Code identifies that a Guaranteed Maximum Price (GMP) may be established as part of the CMc contract. The City wants to specifically evaluate the cost/benefit of establishing a GMP. We are looking for your firm's CMc approach to establishing a GMP relative to the desired cost/benefit approach of the City.

5. Project Schedule:

The City is determined to conduct the construction activities of this project in such a way to deliver the project within a reasonable timeframe. It will be important for the proposer to be able to describe what a conceptual schedule looks like for the commencement and completion of the project based on the anticipated dates in the schedule D6 of this document.

The anticipated construction schedule would be approximately from August 2026 to December 2027. The exact time frame will be discussed with the winning CM firm, including whether to include a guaranteed schedule as allowed by Indiana CMc statute.

D. Proposal Format for Submittal

1. Cover Page

Include name of company, address, and primary and secondary contact person, including name, email, and phone number. Please limit the full submittal package to twenty-five (25) pages. Cover page, insurance documents, and the signed affidavit will not count against the total.

2. Table of Contents

3. Firm Background/Team/Experience

- Briefly summarize your firm's mission, core lines of business, history, and structure.
- Describe your firm's number of employees and annual volume of projects.
- Please list any awards or relevant industry certifications.
- Project Team
 - Identify the key individuals that would be working on this project and their relevant experience.
- Firm Experience
 - Provide a minimum of three similar projects completed within the last five (5) years that demonstrate CMc experience with relevant public works projects in the State of Indiana. Describe the details about the projects including total cost, challenges, and successes.
 - Provide a minimum of three project references from organizations that completed similar projects using your firms CMc services.
- Safety
 - Provide a summary of the firm's safety record and your approach to safety.

4. Project Approach

The City is interested in using this project to support local labor. Please explain how you will tailor your approach or how you will pre-qualify

Provide a summary of how the CMc would approach the requested City/Owner Project Specific Goals and identify the firm commitments that could be made by the CMc in this regard.

Identify the process for negotiating a final CMc contract with the City if selected, and the estimated time it will take to develop and approve said contract.

Describe how your firm handles communication during the project and what your services will include regarding community and media engagement, risk management, and technology.

5. MBE and WBE Participation

The project will be required to conform to the State of Indiana goals for XBE participation. Describe your

history of contracting with or hiring minority, women, and veteran business enterprises and describe any good faith efforts used to fulfill the state's goals for contracting with or hiring minority, women, and veteran business enterprises. Provide your average XBE percent participation for all Indiana CMC projects your firm has completed.

Describe ways in which your firm will leverage minority, women, and veteran individuals and businesses as part of the CMC process. Is your firm a registered minority or woman owned business enterprise?

6. Project Costs

Provide a summary of compensation expectations for CMC services. Summarize total estimated costs based on a full project budget maximum that is inclusive of all construction and CMC services.

List the costs in the following categories and generally list what would be included in each category:

1. Costs for Pre-construction Services based on engagement following conceptual design. Pre- construction services could last approximately 6 months starting in May of 2026.
2. Expected CMC fee listed as a percentage of the cost of construction.
3. Costs the owner is responsible for.
4. Details of costs associated with general conditions.

Identify how your firm handles cost overruns, delays, and incentives in a typical contract and your firm's approach to project contingencies.

7. Non-Collusion Non-Debarment Affidavit Non-Iran Form

Ensure proposal includes a signed and notarized Non-Collusion Non-Debarment Affidavit Non-Iran Form which is included within this packet.

8. Certificate of Insurance and Bonding

Provide documentation from your surety or bonding agent regarding your firm's bonding capacity. The selected CMC will be required to provide a payment and performance bond in the amount of the guaranteed maximum price. To be considered, a minimum bonding capacity of 20 million dollars is required.

All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:

General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$5,000,000.

There shall be no exclusion for explosion, collapse, or underground hazard.

Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.

Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000.

City of South Bend shall be named as additional insured on the Certificate of Insurance.

Contractor and subcontractors shall provide any and all insurance policies, documents, endorsements, or certificates related to this Contract immediately upon the request of the City of South Bend.

The successful Bid provider shall supply the following bonds:

Consistent with Indiana Code 5-32-6-1, the CMc shall execute a payment bond to the public agency, approved by the public agency, in an amount equal to the GMP, if established, or the proposed construction cost. The payment bond must be conditioned for payment by the CMc, the CMc's successors and assigns, and by the first-tier subcontractors, their successors and assigns, of all indebtedness that may accrue to any person for any labor or service performed, materials furnished, or service rendered in the project. The bond by its terms must be conditioned to directly inure to the benefit of subcontractors, laborers, suppliers of materials, and those performing service who have furnished or supplied labor, material, or service for the project.

Consistent with Indiana Code 5-32-6-2, the CMc shall furnish proof of its ability to obtain a valid performance bond that is acceptable to the public agency in an amount equal to the GMP, if established, or the proposed construction cost.

Maintenance bond within ten (10) days of acceptance of the project by the City of South Bend, for an amount equal to ten percent (10%) of the final contract price, guaranteeing for a period of three (3) years after the date of acceptance of the project by the City of South Bend.

E. Selection Process

1. Request for Proposal Issued by Owner

The Request for Proposals (RFP) is the first step in a multi-step process to identify satisfactory proposals for the CMc services sought by the City of South Bend. This RFP details the requirements for the proposal, deadlines, and directions for submittal. The City will not reimburse any respondent for costs incurred in developing a proposal for this RFP.

2. Pre-proposal Conference

There will be a required pre-proposal conference held on February 26, 2026 at 1:00 PM EST Time at the Board of Public Works Conference room at County City Building at 215 S. Dr. Marting Luther King, Jr. Blvd. in room 401 on the 4th floor.. The meeting will have a virtual option as well. This meeting will give the City of South Bend the opportunity to detail the vision and goals of the project, as well as give firms the opportunity to ask City staff questions about the project. All questions will be answered in writing to any firm registered with the City of South Bend website at www.southbendin.gov/RFP.

3. City review of proposals

- Opening of proposals
 - Following the deadline for submission, the City will review all proposals received with a cross-functional team of City employees and selected experts chosen at the City's discretion. The proposals will be evaluated for completeness, quality, creativity, process, and other qualities the City deems important to the project. The City may choose to select 1-3 firms for a short-list of selected proposals for interviews.
- The Evaluation Committee will likely consist of a mix of the following in scoring and non-scoring roles:
 - The City Engineer
 - A representative of the Department of Public Works
 - Multiple representatives of the Department of Community Investment

4. Evaluation Criteria

Evaluation Criteria	Weight (100 Total)	Score (1 lowest, 10 Highest)	Weighted Score
General Experience and Qualifications	15		
Experience on projects of similar scope and project delivery method	25		
Experience of Project Team	10		
Response to City/Owner Project Specific Goals	30		
Fees	20		
TOTAL	100		

5. Interviews with Short-listed firms

If the City determines that they are needed, the City may conduct in-person interviews with 1-3 short-listed firms selected from the proposals submitted. Details for the interview process will be shared with the short-listed firms at the time of selection but will generally be one hour long, with ½ hour for the firm to give a prepared presentation about their proposal, and ½ hour for City comments and questions.

6. Selection of Winning Proposal

Following the evaluation process, the evaluation committee will make a determination on the winning proposal. The final contract including full scope and payment terms will be negotiated with the winning firm in partnership with the Architect following the selection process.

If agreeable terms cannot be reached with the selected firm, the City reserves the right to select a second firm to negotiate with.

The final contract amendment with GMP will be submitted to the Board of Public Works for approval, which shall not occur prior to the project being fully funded.

Anticipated CMc Selection Timeframe:

1 st Public Advertisement	February 13, 2026
2 nd Public Advertisement	February 20, 2026
Pre-Proposal Conference	February 26, 2026
Proposals Due to South Bend per instructions	March 10, 2026
Proposal evaluation, shortlist, and firm interviews	Post March 10, 2026
Proposal selection by the Evaluation Committee	Following Evaluation Process

END

Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation

and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

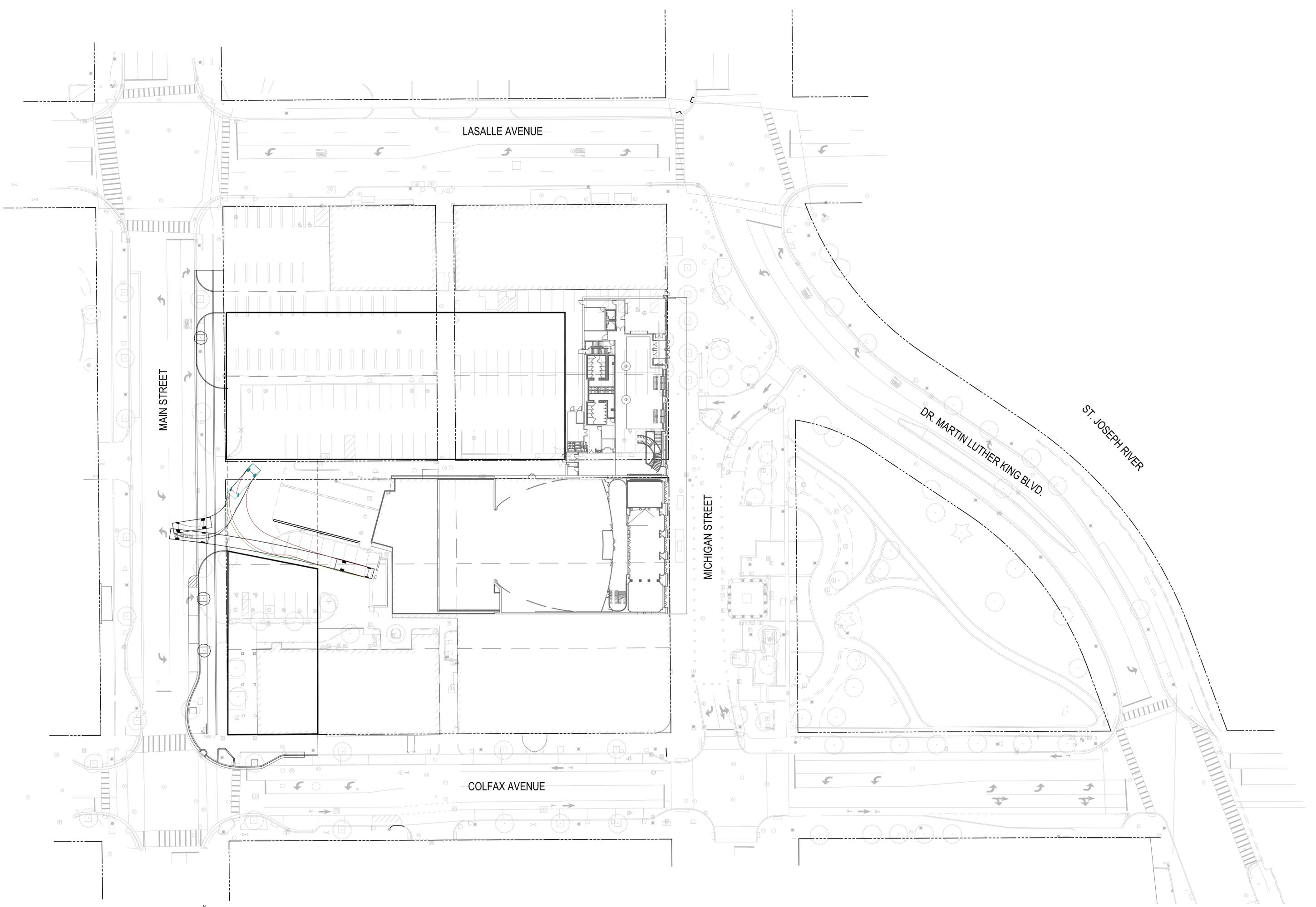
Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____

Appendix A: Design Documents For Illustrative Purposes



LASALLE AVENUE

MAIN STREET

MICHIGAN STREET

COLFAX AVENUE

DR. MARTIN LUTHER KING BLVD.

ST. JOSEPH RIVER

XX
K-000

Site Plan Diagram

SCALE 0 15' 30' 60'

