



**THE INDIANAPOLIS PUBLIC LIBRARY
INVITATION TO QUOTE
EAGLE BRANCH
FURNISHINGS, FURNITURE, AND EQUIPMENT**

ITQ Issue Date: 05/04/2026

Project Site: 3905 Moller Road
Indianapolis, Indiana 46254

Contact: Adam Parsons
PurchasingRFP@indypl.org

I. BACKGROUND AND GENERAL INFORMATION

This Invitation to Quote ("ITQ") issued by the Indianapolis Public Library ("IndyPL") seeks quotes from qualified vendors to provide the Furnishings, Furniture, and Equipment ("FF&E") for the Eagle Branch on Project ("Project").

IndyPL is committed to supporting and encouraging economic growth and business opportunities in Indianapolis and Marion County by strengthening IndyPL's relationships with minority, women, disability, and veteran-owned business enterprises by providing an equal opportunity for utilization in all IndyPL business.

In July 2020, the IndyPL Board of Trustees, with Resolution 28-2020, adopted these 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 Veteran-owned Business Enterprises (VBE) is three percent (3%).
- The utilization goal for Disability-owned Business Enterprises (DOBE) is one percent (1%).

Attainment of the utilization goals will be based on the cumulative amount of Work issued under the Contract. IndyPL understands there may be instances where the utilization goals cannot be achieved by the Vendor in the preparation of their Quote. In these instances, the Vendor is required to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs to meet the utilization goals.

The Vendor shall complete Attachment D – MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services which requires listing of all subcontractors/suppliers proposed to be used on the Project.

If a vendor does not meet the stated minimum utilization goals, a request for Program Waiver shall be submitted upon request by IndyPL in the required 72-hour Post-Quote Submittal. The vendor shall use Attachment F – Application for MBE/WBE/VBE/DOBE Program Waiver Form including all required supporting information. IndyPL will review the submitted documentation to determine a score for the Vendor's outreach and good faith efforts.

1. Response Due Date. The responses are due at the date and time identified in Attachment B. Responses will be received at the Library Services Center, 2450 North Meridian Street, Indianapolis-Indiana 46208.

Quotes, including all supporting information, may be submitted by e-mail in .pdf format to the Point of Contact identified on the first page.

2. Pre-Quote Conference. – The Pre-Quote Conference will be held at the location, date, and time identified in Attachment B.
3. Questions and Substitution Requests. Any questions and substitution requests regarding this ITQ must be submitted in writing no later than the dates established in Attachment B and shall be directed in writing via e-mail to the Point of Contact identified on the first page.
4. Definitions. The term Vendor ("Vendor") denotes those firms submitting a Quote in response to this ITQ. The term Contractor ("Contractor") is used throughout this ITQ to define the Vendor selected to perform the Services described in this ITQ.

II. REQUIRED SERVICES

1. Scope. The Contractor shall provide all labor, equipment, permits, supervision, materials, services, and reports as required per Attachment E.
2. Coordination. The Contractor will be responsible for all work required ensuring the Project and all installation components comply with the most recent version of national and the Indiana Codes. Coordination with IndyPL and other contractors for access into the building will be required for a successful Project.
3. Requests for Substitutions. The products, materials, and equipment of the manufacturer referred to in the Specifications in Attachment E establish the standard of quality required by IndyPL. Products, materials, and equipment from manufacturers other than listed may be used only if approved by IndyPL per the schedule in Attachment B.
 - a. IndyPL is the sole judge of equivalency of proposed substitutes.
 - b. If the Vendor desires to use a substitute item, they shall make application to IndyPL in writing, stating and fully identifying the proposed substitute, and submit substantiating data, samples, brochures, etc., of the substitute item proposed. It is the Vendor's responsibility to provide sufficient evidence by tests or other means to support any request for approval of a substitution.
 - c. Prior to proposing any substitute item, the Vendor shall be satisfied that the item proposed is, in fact, equal to or exceeds the requirements; that it will fit into the space allocated; that it affords comparable ease of operation, maintenance and service, that it is comparable in appearance, longevity, and suitability for the installation; and that the proposed substitution is in IndyPL's interest.

- d. Acceptance of substitutions shall not relieve the Vendor from responsibility for compliance with the requirements of the ITQ. Notification to all Vendors of an approved substitution will be documented by addendum per the schedule in Attachment B.
- e. The contract completion time shall not be extended by any circumstances resulting from proposed substitution, nor shall the Vendor be entitled to any compensation for any delay caused thereby or related thereto.
- f. Vendor shall use CSI Form 15.1C 2013 Substitution Request for their written request. The form is included as Attachment H.

III. Project Requirements:

1. General Requirements. The Contractor shall meet the standards, performance, materials, manufacture, supply, installation, testing, and commissioning required of an installation carried out in IndyPL Facilities. The intent is to provide for the completion in every detail of the installation unless otherwise stated.
2. Requirements. The requirements include (but are not limited to) all design, engineering, certifications, labor, superintendence, materials, tools, equipment, storage, permits, certificates, drawings, temporary work, inspection, testing, accessories, auxiliaries, disposal of materials, and incidentals necessary to complete the work in a proper, safe, thorough, and skillful manner.
3. Scope. See Attachment E for the detailed scope description.

IV. ATTACHMENTS

The following attachments are included and made a part of this ITQ:

Attachment A – Vendor Quote Sheet and Non-Collusion Affidavit

In addition to submission of information required by the Vendor Quote Sheet, if a Vendor believes that additional services or adaptations for the Projects beyond those specified in the ITQ are required or recommended to fulfill the Project intent, the Vendor shall also propose the additional services or adaptations and the associated costs or fees for those additions. In all events, Vendors shall clearly specify which costs, if any, are not included in the fees submitted in the Vendor Quote Sheet.

Attachment B – Schedule of Activities

The Schedule of Activities ("Schedule") for this ITQ is a guide. IndyPL reserves the right to make changes to the Schedule and will provide proper notification to all Vendors at the time any changes occur.

Attachment C – E-Verify Affidavit

The Contractor 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 Contractor must agree to require its subcontractors who may perform work under the Agreement to certify to the Contractor 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 Contractor must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. As a condition to submitting a Quote and to entering into an Agreement, the Contractor must execute the E-Verify Affidavit, which shall be an exhibit to the Agreement.

Attachment D – MBE/WBE/VBE/DOBE Business Utilization Program Summary; and MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services

Attachment E - Scope of Services

Attachment F – Sample Application for MBE/WBE/VBE/DOBE Program Waiver

Within three (3) business days of notification by IndyPL, if a vendor does not meet the stated minimum utilization goals, a request for Program Waiver shall be submitted for the required 72-hour Post-Quote Submittal.

Attachment G – Sample Letter of Intent to Perform as a Subcontractor/Supplier

Within three (3) business days of notification by IndyPL, a Vendor shall submit a fully executed “Letter of Intent to Perform as a Subcontractor/Supplier” form for each M/W/V/D Owned Business Enterprise subcontractor/supplier listed on their MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services for the required 72-hour Post-Quote Submittal.

Attachment H – Substitution Request Form

Attachment I – Draft Agreement

The document upon which the agreement for construction of this Project is based on AIA® A151™-2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E) (the “Agreement”), as modified by counsel for the Owner for use on this Project.

V. QUOTE INFORMATION

1. Invitation to Quote. IndyPL is hereby contacting prospective Vendors who are known to have the experience, expertise, and capabilities to furnish the requested Services. Upon request, each prospective Vendor will receive one copy of the ITQ from IndyPL. Prospective Vendors are responsible for making additional copies as required to satisfy their needs.
2. Point of Contact. All communication with IndyPL must be directed to the single point of contact for IndyPL identified on the first page of the ITQ.
3. Schedule of Activities. The table in Attachment B outlines the schedule of major activities for the ITQ and the selection process. IndyPL reserves the right to amend the schedule as necessary.
4. Vendor Qualifications. The Vendor shall have the following minimum qualifications:
 - a. A sound business reputation;
 - b. Proven capabilities in delivering Services on time and on budget;
 - c. Appropriate resources to satisfy the requirements of the Work;
 - d. Demonstrated track record in overall client satisfaction; and
 - e. Registered with the Indiana Secretary of State to do business in Indiana.
5. Vendor Rights. All materials submitted in response to this ITQ become the property of IndyPL upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between IndyPL and the Vendor. Each Vendor, as an express condition for IndyPL's consideration of such Vendor Quote, agrees that the contents of every other Quote may contain confidential, proprietary and contains trade secret information in all technical areas. Each Vendor, as an express condition for IndyPL's consideration of such Vendor Quote, waives any right to access to such information in other Quotes. No Quotes or

supporting documentation will be returned to Vendor.

Vendors submitting a Quote shall 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 ITQ does not commit IndyPL to award a Services agreement, to pay any costs incurred in the preparation of a Quote to this request, or to otherwise contract for any services. IndyPL reserves the right to accept or reject any or all Quotes received because of this Invitation, to negotiate with any qualified sources, or to cancel in part or in its entirety this ITQ, if it is in the best interest of IndyPL to do so.

IndyPL will evaluate Quotes based upon the effectiveness of the perceived performance as it relates to IndyPL's Specifications and Plans. IndyPL specifically reserves the right to reject any or all Quotes or any part thereof; or to waive any defects or informalities in a Quote when it is determined by IndyPL to be in IndyPL's best interest.

7. Late Quotes Not Considered. Quotes received after the stipulated Quote Submission Deadline (defined in Attachment B) will not be considered.
8. Inconsistency or Error in the ITQ. Any Vendor believing that there is any significant ambiguity, inconsistency, or error in the ITQ shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the Quote Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency, or error.
9. Vendor Errors or Omissions. IndyPL is not responsible for any Vendor's errors or omissions.
10. Addenda. IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL concerning the Invitation instructions or Services as described in this ITQ. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with IndyPL as having received the ITQ, or to any other Vendor who requests an addendum.
11. Vendor Incurred Costs. The Vendor shall be responsible for all costs incurred in preparing or responding to this ITQ. All materials and documents submitted in response to this ITQ become the property of IndyPL and will not be returned after the Quote Submission Deadline.
12. Modification or Withdrawal of Quote. A Quote may not be modified, withdrawn, or cancelled by a Vendor for ninety (90) days following the Quote Submission Deadline and each Vendor so agrees in submitting the Quote. Quotes may be withdrawn, altered and/or resubmitted at any time prior to the Quote Submission Deadline. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor and 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 Vendor must have been mailed and postmarked on or before the Quote Submission Deadline. Withdrawn Quotes may be resubmitted up to the Quote Submission Deadline, provided that they are then fully in conformance with these terms and conditions.
13. Rejection of Solicitation Responses. IndyPL reserves the right to reject any or all Quotes 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 Vendor objecting to the rejection of a Quote, or portion thereof, must 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 provided in Attachment B).

14. Vendor Certification. By submission of a Quote, the Vendor certifies that:

- a. The Vendor 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.
- b. Pursuant to Indiana Code 5-22-16.5-8, the invited Vendor is not engaged in any investment activities in Iran.

15. Exceptions. It is the intent of IndyPL to award the Services on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material conditions or requirement of the ITQ as an attempt by the Vendor to vary the terms of the ITQ, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. 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 ITQ, 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 Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Quote submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Vendor submitting a Quote herein waives any right to object at any future time, before any body or agency, including but not limited to, IndyPL, 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 Vendor submitting a Quote in response to this ITQ warrants and guarantees that the Vendor is fully capable of performing each task as set forth in the Quote. No limitation or exception to this warranty provision will be acceptable to IndyPL; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.

18. Covenant Against Contingent Fees. The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the services 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 Vendor for the purpose of securing business.

For breach or violation of this warranty, IndyPL shall have the right to annul the Services agreement without liability or in its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage or contingent fee.

19. Gratuities. IndyPL may, by written notice to the Vendor, terminate the right of the Vendor to proceed under the Services agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Vendor, or any agency or representative of the Vendor, to any officer or employee of IndyPL with a view toward securing or amending, or the making of any determinations with respect to the performance of such Services 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 Vendor as

IndyPL could pursue in the event of default by the Vendor.

20. Diversity and Inclusion in Employment.

- a. IndyPL is committed to providing an equal opportunity for utilization of Minority, Women, Veteran, and Disability Owned Business ("XBE") firms in all IndyPL business.
- b. IndyPL extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal opportunity to compete for IndyPL business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.
- c. It is the desire of IndyPL to measure utilization of XBE firms in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. Vendors, who meet the City of Indianapolis or State of Indiana criteria of XBE firms or similar requirements for out-of-state firms, should indicate the appropriate certification and include a copy of such certification(s) in its Quote.
- d. Any Contractor in performing services under an Agreement resulting from this ITQ shall not discriminate against any worker, employee or applicant because of race, creed, color, religion, gender, national origin, age, sex, ancestry, disabled veteran status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are considered, and employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability, or veteran status. Breach of this condition may be regarded as a material breach of the Services agreement.

21. Protest of Award. Any person who has an objection to the awarding of the services agreement to any Vendor 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 Notification of Award letter. IndyPL retains the right to reject all protests not filed within this time or those found to be without merit.

22. Vendor Inquiries. Any questions regarding this ITQ must be submitted in writing no later than the date established in Attachment B and shall be directed in writing via e-mail to the Point of Contact identified on the first page. Include your name; the name of your company; the telephone number; address; and e-mail address of the person responsible for making decisions in your company.

23. News Releases. News releases pertaining to this ITQ, or the requested services shall not be made without written prior approval of IndyPL.

24. Standard/Licensure Requirements. The selected Contractor shall provide documentation to IndyPL evidencing all necessary licenses required to perform the services prior to the awarding of the contract.

25. Out of State Vendors. It shall be a condition to the services agreement that any out-of-state Vendor that may be selected as Contractor shall be duly registered and qualified to do business within the State of Indiana.

26. Employee Drug Testing Plan. It is a condition of the services agreement that the Vendor shall have implemented an employee drug testing plan that meets, or exceeds, the requirements set forth in IC 4-13-18-5, and a copy of the plan shall be submitted with the Quote.

27. Confidential Information and Public Records. Vendors are advised materials contained in the Quotes 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 Quote less any agreed upon confidential material, may be viewed and copied by any member of the public, including news agencies and competitors. Vendors claiming a statutory exception to the IRPA must:
- Place all documents they consider confidential (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" with the Vendor Name, IndyPL Point of Contact Name, and the ITQ Title.
 - Provide a transmittal letter listing the included confidential material items.
 - 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 Vendor or reject the Quote. If agreement can be reached on the nature of the requested confidential materials, the Quote will be considered. If agreement cannot be reached, IndyPL will remove the Quote from consideration for award and return the entire "Confidential" package to the Vendor. The rest of the Quote and other supporting documentation will not be returned to Vendor and remain part of the ITQ 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 ITQ. Neither party shall be liable for disclosures required by law.

VI. GENERAL TERMS AND CONDITIONS

Any Vendor providing Services for IndyPL must agree to several general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, its Quote must clearly state the reason for any such non-compliance.

The submission of the Quote herein constitutes the agreement of any Vendor that any contract to be drawn as a result of an award herein will be prepared by IndyPL. The submission of a Quote shall further constitute the agreement of each Vendor 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 language of the services agreement to be executed will be drafted under the supervision of IndyPL's attorney and shall be the controlling document. Contractor may submit copies of their applicable standard contract forms for information purposes.

1. Compliance With Laws. In performing under a service agreement, the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State, and local governments.
2. Continuation During Disputes. The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the services 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 services agreement entered into as the result of this ITQ 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 Contractor 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 Contractor shall have 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 such Contractor in the performance of the contract and shall save and hold IndyPL harmless with respect thereto.

4. Method of Payment. The Contractor shall be required to participate in the IndyPL Electronic Fund Transfer ("EFT") invoice payment program for the electronic transfer of funds directly to the Contractor's designated banking account for payment of approved invoices. Invoices submitted must contain the purchase order number under which the Services agreement is awarded. Contractor shall submit invoices to the addressee designated as the Point of Contact person in the ITQ. The Contractor shall submit monthly invoices. Each payment requested shall include a detailed breakdown of all charges. All invoices will be paid promptly 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 Contractor shall provide complete cooperation during any such investigation.
5. Insurance. Contractor 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 Contractor and IndyPL, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contractor's Service and activities, or presence at IndyPL Facilities, and any act or omission of Contractor 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 Contractor pursuant to the Agreement.

Article 5 of the Draft Agreement included as Attachment I describes specific requirements.

6. 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 Contractor is employed by giving one (1) day written notice to the Contractor; however, if any portion of the Services shall be terminated or suspended, IndyPL shall pay the Contractor equitably for all services properly performed prior to termination. If the Services are suspended and the Contractor 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.
7. Prime Contractor Responsibility. Planned use of subcontractors in connection with providing the requested Services should be clearly explained and described in the Vendor Quote. The Contractor will be responsible, and must take responsibility, for the performance of the Services whether or not subcontractors are used.

In Contractor/subcontractor 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 Service. IndyPL will only enter into an Agreement with the prime Contractor.

8. Confidentiality of Information. The Contractor shall treat all information furnished by IndyPL and Services provided hereunder as confidential. The Contractor shall not disclose such information to others without the prior written consent of IndyPL.
9. Audit of Quote Records. The Contractor must keep all resulting Quote records separate and make them available for audit by Library personnel or Indiana State Board of Accounts personnel during the term of the Agreement and upon request for a period of three (3) years after the end of the Agreement term and completion of the Services.
10. Employment Verification Requirements. Pursuant to Indiana Code §22-5-1.7-11, Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program ("E-Verify"). Contractor is not required to verify the work eligibility status of all newly hired employees through E-Verify if E-Verify no longer exists. Contractor shall not knowingly employ or contract with an unauthorized alien. Contemporaneously with the execution of this Agreement Contractor shall execute and deliver to IndyPL the attached Affidavit affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. To the extent applicable, Contractor's subcontractors shall certify to Contractor, as is consistent with federal law, that subcontractors are enrolled and participating in E-Verify and do not knowingly employ or contract with an unauthorized alien. Contractor shall maintain this certification throughout the duration of the term of a contract with a subcontractor. Such affidavit shall be in the form attached to this ITQ as Attachment C.

VII. QUOTE REQUIREMENTS

1. Introduction. The following guidelines are provided to ensure the equitable evaluation of competitive sealed Quotes and to contain the cost of preparation to some reasonable level. Therefore, the Quote shall be prepared in accordance with the instructions outlined in this section. Vendor is advised to read this ITQ in its entirety. Failure to read and/or understand any portion of this ITQ shall not be cause for waiver of any portion of the ITQ.
2. Specific Quote Format and Content. Information contained in the Quotes shall not exceed thirty (30) pages, including the Vendor Quote Sheet and Non-Collusion Affidavit.
 - a. Vendor Quote Sheet and Non-Collusion Affidavit, completed and notarized, and included as Attachment A.
 - b. E-Verify Affidavit, completed and notarized, and included as Attachment C.
 - c. MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services, completed in full, and included as Attachment D.
 - d. Vendor may provide any other information within the maximum page limit that it believes may add to its Quote. To the extent a Vendor is incapable of complying with or takes exception to any aspect of the requirements, quote terms, and general terms and conditions described in the ITQ, the Vendors shall specifically identify and describe such exceptions in this section of its response to this ITQ.
 - e. If not submitting their quote via email, the Vendor shall provide a digital version of the quote, including all the attachments, in .pdf format on a USB thumb/flash drive.
3. Quote Submittal Instructions. The Quote package may be personally delivered, sent by mail, or delivery service, or sent via email as a .pdf to the Point of Contact at the address identified on the ITQ.

The following information shall be on the outside of the package:

- a. Vendor's Name.
- b. Invitation to Quote title.
- c. Quote Submission Deadline.

Regardless of the mode of delivery, the Quote must be received by IndyPL by the Quote Submission Deadline in order to be considered.

4. Opening. The responses received by the deadline will be opened publicly at the date, time, and location established in Attachment B.
5. Additional Information. Following receipt of the Quotes, IndyPL reserves the right to request additional information from and conduct in-person interviews with the Vendors reasonably susceptible of being awarded the work. IndyPL will not share information gathered in such discussions with other competing Vendors.

VIII. Quote Evaluation

Quotes will be evaluated by IndyPL, and a contract issued to the lowest, responsive, and responsible Vendor pursuant to Indiana Code 36-1-12-4.7.

Attachment A
Eagle Branch Furnishings, Furniture, and Equipment
VENDOR QUOTE SHEET

Vendor: _____

Address: _____

City/State: _____

Date: _____

Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Invitation to Quote ("ITQ") dated 4 May 2026 and understands the entire scope of Services.

Pursuant to notices given, the undersigned, with complete understanding of the requirements and conditions, shall provide the Eagle Branch Early Learning Project Services fully in accordance with the requirements of the ITQ.

Acknowledgment of Receipt of Addenda:

I/We have received and reviewed the Addenda which I/we have listed below, and have included their provisions thereof in the Quote:

Base Lump Sum Quote:

\$ _____ Written Amount: _____

Any Other Expenses:

_____ \$ _____ Written Amount: _____

_____ \$ _____ Written Amount: _____

Completion Time:

Based upon Attachment B Schedule of Activities, I/we will substantially complete the Services within _____ calendar days from the date receipt of Notice to Award Contract, assuming I/we are not delayed by work stoppages or other causes beyond our control.

Checklist of Items to Include with the Quote:

- Completed Vendor Quote Sheet (Attachment A).
- Completed and Notarized Vendor Non-Collusion Affidavit (Attachment A).
- Completed and Notarized Vendor E-Verify Affidavit (Attachment C).
- Completed Utilization Goals Plan (Attachment D).
- Current Vendor Written Drug Testing Plan per IC 4-13-18-5.

Attachment A
(Continued)
Eagle Branch Furnishings, Furniture, and Equipment

NON-COLLUSION AFFIDAVIT

Vendor: _____

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

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

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 quote.

Vendor: _____

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
Eagle Branch Furnishings, Furniture, and Equipment

SCHEDULE OF ACTIVITIES

The following table outlines the tentative schedule of major activities for the ITQ and selection processes. IndyPL reserves the right to amend the schedule as necessary.

Event	Date
Issue the ITQ	May 4, 2026
Pre-Quote Virtual Conference Link: Join Here	May 11, 2026
Cutoff Date and Time for Request for Substitutions and Questions	May 18, 2026, 5:00 pm local time
Answers to Questions Issued by Addendum	May 22, 2026
Quote Submission Deadline / Public Opening to follow Quotes may be delivered via email in .pdf format Quotes delivered in person or service will be received at: Library Services Center 2450 North Meridian Street Indianapolis, IN 46208 Link: Join Here	June 1, 2026, 2:00 pm local time
Submission Deadline for 72-Hour Post-Quote Information	June 4, 2026, 3:00pm local time
IndyPL Board Facilities Committee Meeting – Library Services Center	June 9, 2026
IndyPL Board Meeting, Beech Grove Branch	June 22, 2026
Project On-site Work Begins	October 2026
Substantial Completion – Target Date	October 2026

Attachment C
Eagle Branch Furnishings, Furniture, and Equipment

E-VERIFY AFFIDAVIT

Vendor: _____

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

The undersigned, on behalf of the Vendor, being first duly sworn, deposes and states that the Vendor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis-Marion County Public Library, the undersigned Vendor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Vendor : _____

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 D
Eagle Branch Furnishings, Furniture, and Equipment

**MBE/WBE/VBE/DOBE Business Utilization Program Summary, and
MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services**

MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM SUMMARY

The Indianapolis Public Library is committed to maximizing subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBEs. The MBE/WBE/VBE/DOBE Business Utilization Program applies to Library funded contracts of at least \$50,000.00.

There are two components of the MBE/WBE/VBE/DOBE Business Utilization Program:

1. MBE/WBE/VBE/DOBE Utilization Goals: This component requires vendors to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified by the City of Indianapolis' MBE/WBE/VBE/DOBE program at the minimum percentage stated in the invitation to bid/quote/proposal. To count towards the MBE/WBE/VBE/DOBE utilization goal, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used for the contract. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at <https://www.indy.gov/activity/find-omwbd-contractor>.
2. Outreach/Good Faith Efforts: The MBE/WBE/VBE/DOBE Outreach/Good Faith Efforts component requires vendors who do not meet the stated utilization goals to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of the contract, IndyPL will first determine whether a vendor meets the stated minimum percentage of MBE/WBE/VBE/DOBE subcontractor utilization. The percentage is stated in the invitation. If a vendor does not meet the stated minimum percentages, a request for program waiver must be submitted with the bid/quote/proposal, using the attached Application for MBE/WBE/VBE/DOBE Program Waiver Form. IndyPL will review the submitted documentation to determine a score for the vendor's outreach/good faith efforts.

Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the invitation and must be completed, signed, and submitted in each bid/quote/proposal. Failure to complete these forms with all the pertinent- requested information may cause a bid/quote/proposal to be determined as non- responsive.

1. MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction, Goods/Supplies, And Services Form.
2. Application For MBE/WBE/VBE/DOBE Program Waiver Form, if a vendor does not meet the stated minimum percentages with subcontractors.
3. Letter Of Intent to Perform as A Subcontractor/Supplier Form: must be completed and submitted to IndyPL after quote as part of the Post-Quote Submittal Information.

**Attachment D
(Continued)**

Eagle Branch Furnishings, Furniture, and Equipment

**MBE/WBE/VBE/DOBE Business Utilization Program Summary, and
MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services**

MBE/WBE/VBE/DOBE UTILIZATION GOALS PLAN FOR CONSTRUCTION, GOODS/SUPPLIES, AND SERVICES

Submittal Due Date: _____

Project: _____

Vendor: _____

Vendor Phone: _____

Contact Name: _____

Vendor E-mail Address: _____

Vendor is is not a City-certified MBE/WBE/VBE/DOBE and will self-perform _____% of the total contract amount.

Does an exclusive agreement exist between the Vendor and any subcontractor/supplier listed?
 Yes No If yes, please explain): _____

Provide names of MBE/WBE/VBE/DOBE sub-contractors/suppliers with which Vendor has not previously worked (if any): _____

If Vendor is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier:

Full Legal Name of Firm	MBE, WBE, VBE, or DOBE	Contact Person	Phone #	Description of Work	\$ Dollar Amount	% Of Total Contract Amount

Vendor shall submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the Application for Waiver as a 72-Hour Post-Quote Submittal may result in the disqualification and rejection of the Quote.

Vendor's Signature: _____ Date: _____

Vendor's Printed Name and Title: _____

Attachment E
Eagle Branch Furnishings, Furniture, and Equipment

SCOPE OF SERVICES

1.0 GENERAL REQUIREMENTS

- A. The Work covered by these Technical Specifications ("Specifications") shall include all labor, equipment, materials, and services to furnish and install complete and operating systems as described herein.
- B. Any and all miscellaneous materials, labor, and hardware not listed in the Specifications but required to provide complete and operating systems shall be provided as part of the Work.
- C. During the progress of the Work by the Contractor, any damaged finishes, furniture, or equipment shall be restored or replaced to match the existing condition.
- D. The Contractor shall secure any required permits and approvals prior to beginning of the Work.
- E. If during the Work the Contractor discovers any suspected hazardous material or unsafe condition, the Contractor shall promptly notify IndyPL of the situation and cease activity in the specific Work area until further direction by IndyPL.
- F. The Contractor shall properly dispose of any waste generated because of the work.

1.1 APPLICABLE CODES AND STANDARDS

- A. All devices shall be listed by Underwriters Laboratory, Inc., and bear the UL label.
- B. The Work shall be installed in accordance with all the current requirements of the Indiana Buildings Code, Indiana Mechanical Code, Indiana Electric Code, Indiana Energy Conservation Code, National Electric Code, Federal, and local codes.

1.2 SUBMITTALS

- A. The Contractor shall furnish to IndyPL complete submittal data for each installation including but not limited to the following:
 - 1. A material list with the quantities of each piece of equipment, names of manufacturers, model numbers, and the technical information on all equipment the Contractor proposes to install.
 - 2. The technical information is to be a piece of manufacturer's produced printed literature.
- B. The Contractor shall be responsible for providing to IndyPL any additional information as deemed necessary by IndyPL for submittal review.
- C. The Contractor shall provide copies of all required permits and approvals prior to beginning of the Work.

1.3 QUALITY ASSURANCE

- A. Any variances to these Specifications shall be submitted to IndyPL at the time of Submittal of Questions, as established in the Schedule of Activities above, for review by IndyPL.
- B. Minimum Experience Criteria:
 - 1. The Contractor shall have been in business for a minimum of three (3) years performing similar types of installations.
 - 2. The Contractor shall have performed installation of a minimum of five (5) projects similar to this one in size and scope.

- C. Prior to the beginning of the Work, the Contractor shall meet with IndyPL and the Design Team at the Work Site to review the scope, access, storage, and schedule of the Work.

1.4 WARRANTY

- A. The Contractor shall warranty the Work as a system and all its components, equipment, and wiring installed by the Contractor for a minimum of one (1) year from date of substantial completion as documented by IndyPL. If a manufacturer's warranty is longer than one (1) year, the Contractor shall provide the full-length manufacturer's warranty on those components of the system. This warranty shall cover the replacement of all parts and labor to replace the same made necessary by normal usage and wear.
- B. The Contractor shall be responsible to provide warranty service within forty-eight (48) hours after notification by IndyPL. The Contractor will be responsible for repairing any deficiencies discovered during the entire warranty period.
- C. Contractor shall repair, adjust, and/or replace, whichever IndyPL determines to be in its best interests, any defective equipment, materials, or workmanship, as well as such parts of the work damaged or destroyed by such defect, during the warranty period, at the Contractor's sole cost and expense.
- D. In the event any of the equipment specified, supplied, and installed as part of the work should fail to produce capacities, fail to meet the Specifications, or fail to perform as warranted by the manufacturer of the equipment involved, the Contractor shall, in conjunction with the equipment manufacturer, remove and replace such equipment with equipment to meet the requirements without additional cost to IndyPL.
- E. In the event the Contractor does not affect any warranty repair within forty-eight (48) hours from notification of any such defect, IndyPL may secure repair services from other sources and charge the Contractor for such costs without voiding the warranty.

2.0 SPECIFIC REQUIREMENTS

- A. Installer is responsible for any permits, lifts, controls, and other items necessary for a complete operational system.

3.0 INSTALLATION

- A. The Contractor will coordinate onsite work with IndyPL and the Design Team.
- B. The entire Project shall be installed in a workmanlike manner, in accordance with approved manufacturer's instructions. The Contractor shall furnish all materials and labor necessary for the complete installation.
- C. The work area shall be always kept clean. All debris shall be removed at the end of each work shift. All debris and removed equipment shall be disposed by the Contractor off site according to Local, State, and Federal laws. Use of IndyPL dumpsters and waste receptacles is not allowed.

3.1 FIELD QUALITY CONTROL

- A. Any dimensions and drawings of existing conditions given are approximate. The Contractor shall verify exact dimensions and conditions prior to the start of work.
- B. The system shall be installed per these Specifications.

4.0 SUBSTANTIAL COMPLETION REVIEW

- A. A substantial completion review will be performed before acceptance of the Work by IndyPL.
- B. The Work area will be left in a satisfactorily clean condition, as determined by IndyPL, at the end of the Work. If IndyPL determines the Work area is not satisfactorily clean, the

Contractor shall perform, at his own cost, a complete cleanup of the Work area until acceptable to IndyPL.

- C. At the time of substantial completion review, the Contractor shall submit Preliminary Record Documents as described below for IndyPL review.
- D. If no problems arise during the substantial completion review requiring corrective action or repair by the Contractor, the substantial completion review can, at IndyPL's discretion, be approved as the final acceptance by IndyPL.
- E. If problems arise during the substantial completion review requiring corrective action or repair by the Contractor, another complete and comprehensive review will be scheduled and performed to show the necessary repairs have been properly made. These repairs and additional review will be performed at no cost to IndyPL until a time the Work is shown to be in complete operating condition.

5.0 OPERATION AND MAINTENANCE DOCUMENTATION

After the substantial completion review and IndyPL final acceptance of the Work, the Contractor shall compile and provide to IndyPL one (1) printed and bound complete operation and maintenance manual on the installed Work. The Contractor shall provide the manual in a .pdf format. The document to include, but not be limited to, the following:

- A. Operating and maintenance instruction sheets showing the proper maintenance of the system as well as each component or device of the system.
- B. Individual manufacturer issued maintenance brochures of all equipment and components were installed as part of the Project.
- C. A statement of guarantee including the date of the beginning of the warranty as well as the phone number of the person to be called in the event of equipment failure.
- D. A letter on the Contractor's letterhead certifying the entire Project and its components, application and installation meets or exceeds the recommendations of the manufacturer, all applicable code requirements, and test specifications.

6.0 SPECIFICATIONS

Specifications prepared by TMC (4 pages).



TMC Furniture Inc.

119 E. Ann St.
Ann Arbor, MI 48104
Phone: 734-622-0080
Fax: 734-622-0088

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>
1	<p>X-LEARNING House Structure Overall Dimensions: 96 in. W x 96 in. L x 96 in. High Materials: Solid Maple Horizontal Beams, Maple Veneer Baltic Birch Finish: All Clear 01</p> <p>INTERIOR RIGHT- Wall One LPKT-QUADX-N Kitchen Quad Set w/ Notch Countertop w/ Sink Dimensions: 44"W x 14"D x 24"H Top Material: 1" Baltic Birch w/ TMC Standard Laminate Laminate: Formica Folkstone 927-58 Edge: Exposed Ply 40 Edge Finish: Clear 01 End/Shelf Toe Kick Material: .75" Baltic Birch Toe Kick Finish: Clear</p> <p>01 MISC: (1) Sink w/ Solid Maple Knobs and Faucet Finish: Clear 01 (1) Fixed Shelf Finish: Clear 01</p> <p>Refrigerator w/ Maple Veneer Door Refrigerator Dimensions: 22"W x 38"H x 14"D Material: .75" Baltic Birch w/ Maple Veneer Face Edge: Exposed Ply 40 Finish Shelves: Clear 01 Solid Maple Handle Finish: Clear 01 Toe Kick Finish: Clear 01 Misc: (2) Fixed Shelves in Refrigerator</p> <p>Stove Material: .75" Baltic Birch w/ Maple Veneer Edge: Exposed Ply 40 Dimensions: 22"W x 14"D x 24"H Stove Top and Door: Clear 01 Stove Knob Panel Finish: Clear 01</p> <p>Knob Material: 1 in. Solid Maple Knob Finish: Clear 01 Burners: CNC InRelief</p>		1

Burners Material: .5" Baltic Birch w/ TMC
Standard
Laminate
Laminate: Formica Folkstone 927-58
Rings: .25"D Routs
Solid Maple Handle Finish: Same as
Refrigerator Handle
Toe Kick Finish: Clear 01
Note: Oven door does not open. Door Opening:
15" x 9"

(2) Hook (LPKT-HK)
Square Backer w/ Peg set at an angle.
Dimensions: 2.25"W x 2.25"H x 2.5"D
Material: .75" Baltic Birch
Edge: Exposed Ply 40
Hook Material: .5" Dowel Rod
Finish: Clear 01

Book and Measuring Cup Rack LPKT-
CR Finish: Clear 01

INTERIOR - Wall Two -
(2) APCM2020 - Maple Veneer Mounting Panel -
Priced
Separately
(2) Learning Panels - Priced Separately

EXTERIOR - Wall One -
Window Box w/Paddles - Priced Separately

EXTERIOR - Wall Two -
(2) APCM2020 - Maple Veneer Mounting Panel -
Priced
Separately
(2) Learning Panels - Priced Separately

Note: Securing your House to the floor is critical.
You will find countersunk holes on each base rail
to allow you to add the most appropriate fastener
system to suit your flooring.

2	LPWB3687	1
	Window Box	
	Dimensions: 36"W x 7"H x 8"D	
	Material: .75" Baltic Birch w/ Maple Veneer	
	Edge: Exposed Ply 40	
	Finish: TBD	
	Fabric: Stinson Alamo (Graded In)	
	Fabric Color: Java ALM32	
	Note: Paddles are sold separately.	

3	<p>LPDB-FLOWER</p> <p>Flower Paddles (6)</p> <p>Material: .5 in. Baltic Birch w/ ImPrinted Maple Veneer</p> <p>ImPrint Design: Flower Paddles</p> <p>Edge: Exposed Ply 40</p> <p>Finish: Clear 01</p>	1
4	<p>LPKTTB2424</p> <p>Kitchen Table Set</p> <p>Dimensions: 24 in. L x 24 in. W x 19.75 in. H</p> <p>Material: 1 in. Baltic Birch w/ TMC Standard Laminate</p> <p>Laminate: Formica Folkstone 927-58 or Wilsonart Fusion Maple 7909-60</p> <p>Edge Material: .125 in. Ply Edgebanding 25</p> <p>Edge Finish: TBD</p> <p>Leg: Plover 20 in. H – Bent Plywood with Adjustable Leveler</p> <p>Leg Finish: TBD</p> <p>Note: Corners have a 2.25 in. Radius.</p> <p>(2) Plover Wood Stool - 12 in. SH (SPL1171240)</p> <p>Dimensions: 14 in. W x 14 in. D w/ 12 in. SH</p> <p>Material: 1 in. Baltic Birch w/ Maple Veneer, Metal Understructure and Bent Plywood Legs</p> <p>Edge: Exposed Plywood 40</p> <p>Seat/Edge Finish: TBD</p> <p>Base Finish: TBD</p>	1
5	<p>APC1616-__01</p> <p>Learning Panel - TBD</p> <p>Dimensions: 16 in. W x 16 in. H x 1 in. Thick</p> <p>Material: Premium Maple Plywood w/ Maple Veneer</p> <p>Edge: Plywood Edge Veneer</p> <p>ImPrinted Design: TBD</p> <p>Activity Style: TBD</p> <p>Mounting Style: Taper Locks</p> <p>Finish: Clear 01</p> <p>Note: Learning Panels cannot be installed directly onto drywall, plaster or concrete walls without a mounting panel. Mounting panel sold separately.</p>	1

6 APC1616-__01 1

Learning Panel - TBD
Dimensions: 16 in. W x 16 in. H x 1 in. Thick
Material: Premium Maple Plywood w/ Maple Veneer
Edge: Plywood Edge Veneer
ImPrinted Design: TBD
Activity Style: TBD
Mounting Style: Taper Locks
Finish: Clear 01

Note: Learning Panels cannot be installed directly onto drywall, plaster or concrete walls without a mounting panel. Mounting panel sold separately.

7 APC1616-__01 1

Learning Panel - TBD
Dimensions: 16 in. W x 16 in. H x 1 in. Thick
Material: Premium Maple Plywood w/ Maple Veneer
Edge: Plywood Edge Veneer
ImPrinted Design: TBD
Activity Style: TBD
Mounting Style: Taper Locks
Finish: Clear 01

Note: Learning Panels cannot be installed directly onto drywall, plaster or concrete walls without a mounting panel. Mounting panel sold separately.

8 APC1616-__01 1

Learning Panel - TBD
Dimensions: 16 in. W x 16 in. H x 1 in. Thick
Material: Premium Maple Plywood w/ Maple Veneer
Edge: Plywood Edge Veneer
ImPrinted Design: TBD
Activity Style: TBD
Mounting Style: Taper Locks
Finish: Clear 01

Note: Learning Panels cannot be installed directly onto drywall, plaster or concrete walls

without a mounting panel. Mounting panel sold separately.

9	APCM2020	4
	Learning Panel Mounting Panel, Single, Maple Veneer	
	Dimensions: 20"W x 20"H	
	Material: .75" Baltic Birch w/ Maple Veneer	
	Edge: Exposed Ply 40	
	Finish: TMC Standard TBD	

Attachment F
Eagle Branch Furnishings, Furniture, and Equipment

SAMPLE APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

Within 3 business days of notification by IndyPL, Vendor shall provide a completed Waiver Application.

Pursuant to IndyPL Invitation, this application for a (check each of the following which apply)
 MBE WBE VBE DOBE Program Waiver is hereby submitted for the Project listed below by Vendor.

Submittal Due Date: _____
Project: _____
Vendor: _____
Vendor Phone: _____
Contact Name: _____
Vendor E-mail Address: _____

In attempting to meet the Goals the Vendor made the following good faith efforts for the purpose of meeting the Goals (Check all that apply). The minimum required to establish "good faith" effort is 70 points.

- | <u>Item:</u> | <u>Weighting
Score</u> |
|--|----------------------------|
| <input type="checkbox"/> 1. Vendor (check one of the following) <input type="checkbox"/> did <input type="checkbox"/> did not attend all pre-bid or pre-solicitation meetings held by the City to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities. | 10_____ |
| <input type="checkbox"/> 2. Vendor placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail "send-to" section, if used. | 10_____ |
| <input type="checkbox"/> 3. Vendor provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Vendor's written notification to the Office of the Mayor's Business Development Program for assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all such documents. | 20_____ |
| <input type="checkbox"/> 4. Vendor made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate utilization.

_____ | 10_____ |
| <input type="checkbox"/> 5. Vendor contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/ negotiations. | 15_____ |
| <input type="checkbox"/> 6. If the Vendor rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion. | 10_____ |
| <input type="checkbox"/> 7. Vendor provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in effort to obtain MBE/WBE/VBE/DOBE utilization, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE utilization. Provide detailed documentation of such assistance. | 15_____ |

**Attachment F
(Continued)
Eagle Branch Furnishings, Furniture, and Equipment**

SAMPLE APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

- 8. Vendor provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract. 10____
- 9. Vendor completed a follow-up to initial solicitations. Provide copy of all e-mails and call logs. 10____
- 10. Vendor has project joint venture agreement for this contract with an MBE/WBE/VBE/DOBE business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE.VBE/DOBE minimum utilization shall be 30% or greater (or as may be designated by Owner for this contract). 15____
- 11. Has a Mentor-Protégé Agreement with an MBE/WBE/VBE/DOBE business for this contract. MBE/WBE.VBE/DOBE minimum utilization shall be 30% or greater (or as may be designated by Owner for this contract). 10____

TOTAL POINTS: _____

Within 3 business days of notification by IndyPL, Vendor shall provide a completed Waiver Application.

Vendor certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Vendor for the purpose of fulfilling the contract goals. Failure to sign this form will result in the bid/quote/proposal being determined non-responsive.

Vendor's Signature: _____ Date: _____

Title: _____

For IndyPL use only.

- Contract offers no opportunity to utilize subcontractors/suppliers.
- No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

This Application for Program Waivers is:

- Not Approved.
- Approved.
- Approved subject to the following conditions/restrictions: _____

IndyPL's Representative Signature: _____ Date: _____

Title: _____

Attachment G
Pike Branch Furniture, Furnishings, and Equipment

SAMPLE LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/SUPPLIER

Within three (3) business days of notification by IndyPL, Vendor shall submit a fully executed "Letter of Intent to Perform as a Subcontractor/Supplier" form for each M/W/V/D Owned Business Enterprise ("XBE") subcontractor/supplier listed on their MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services.

PROJECT: _____

VENDOR: _____

M/W/V/D Entity: _____

The XBE Entity is currently certified by _____

XBE Entity must provide a copy of their certification to the Vendor.

The Vendor affirms its intent to utilize the XBE Entity on the Project, and intends to enter an agreement with the listed XBE Entity who will provide the following Scope of Work:

Estimated Value of Subcontract/Supplies: \$ _____

This document shall not serve as an actual agreement between the two parties. A separate agreement will describe in detail the contractual obligations of the Vendor and the XBE Entity.

The Vendor hereby affirms its intent to utilize the XBE Entity on the Project and intends to enter a contractual agreement with the listed XBE Entity who will provide the scope of work for the stated value.

Vendor Representative's Signature

XBE Entity Representative's Signature

Vendor Printed Name

XBE Entity Printed Name

Vendor Title

XBE Entity Title

Date

Date

XBE Entity Representative's Email: _____

XBE Entity Representative's Telephone: _____

**Attachment H
Eagle Branch Furnishings, Furniture, and Equipment**

SUBSTITUTION REQUEST FORM



**SUBSTITUTION
REQUEST**

(During the Bidding/Negotiating Stage)

Project: _____	Substitution Request Number: _____
_____	From: _____
To: _____	Date: _____
_____	A/E Project Number: _____
Re: _____	Contract For: _____

Specification Title: _____	Description: _____
Section: _____ Page: _____	Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____	Address: _____	Phone: _____
Trade Name: _____		Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

Attachment I
Eagle Branch Furnishings, Furniture, and Equipment

DRAFT AGREEMENT

The document upon which the agreement for construction of this Project is based on AIA® A105™-2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E) (“Agreement”), as modified by counsel for the Owner for use on this Project.