THE INDIANAPOLIS PUBLIC LIBRARY
INVITATION TO QUOTE
GLENDALE BRANCH
CEILING PANEL REPLACEMENT PROJECT

ITQ Issue Date: December 3, 2021

Project Site: 6101 North Keystone Avenue
Indianapolis, IN 46220

Contact: Kevin Thomas
purchasingrfp@indypl.org
317.445.8457

Web Site: www.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 construction services ("Services") for the Glendale Branch Ceiling Panel Replacement Project ("Project").

Vendors are invited to submit a single lump-sum quote for the Services.

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, veteran, and disability-owned business enterprises by providing an equal opportunity for participation 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 are 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 and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs to meet the utilization goals.
In the event that a bidder does not meet the stated minimum utilization goals, a request for Program Waiver shall be submitted with the quote using the attached Vendor shall complete Attachment D - Application for MBE/WBE/VBE/DOBE Utilization Program Waiver Form. IndyPL will review the submitted documentation to determine a score for the Vendor’s outreach and good faith efforts.

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

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. See Attachment B for other pertinent dates.

2. **Questions.** 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.

3. **Site Visit: The Branch is available for the tours and site visits anytime the Branch is open for public services. See www.indypl.org or Attachment E for Branch services hours.**

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, and report 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 the national codes and the Indiana Codes. Coordination with IndyPL and the property owner for access into the building will be required for a successful Project.

3. **Requests for Equipment Substitutions.** The products, materials, and equipment referred to in Attachment E establish the standard of quality required by IndyPL. Products other than those 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 substitute products, materials, and equipment.
   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.

III. Project Requirements:

1. General Requirements. The Contractor shall meet the standards, performance, materials, manufacture, supply, installation, testing, reporting, and commissioning required of the ITQ. The intent is to provide for the completion in every detail of the Services unless otherwise stated.

2. Requirements. The requirements include (but are not limited to) all design, engineering, certifications, labor, supervision, materials, tools, equipment, storage, permits, certificates, drawings, temporary work, safety precautions, inspection, testing, accessories, auxiliaries and incidentals necessary to complete the Services in a proper, safe, thorough and skillful manner.

3. Review Attachment E - Scope of Services for additional information.

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. Demonstrated track record in overall client satisfaction; and

d. Registered with the Indiana Secretary of State to do business in Indiana.

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 - Invitation to Quote Schedule
The Invitation to Quote Schedule ("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.

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

Attachment E - Scope of Services

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 qualifications:
   a. A sound business reputation;
   b. Proven capabilities in delivering Services on time and on budget;
   c. Appropriate resources to satisfy the requirements set forth herein;
   d. Demonstrated track record in similar Service relationships, including at least three (3) library/government/corporate clients;
   e. Demonstrated track record in overall client satisfaction; and
   f. 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 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 as a result 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 a Services agreement 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 and every 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 participation of Minority, Women, Veteran, or 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 utilization of disadvantaged and/or minorities to reflect both industry and community composition.
   c. It is the desire of IndyPL to measure participation 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 or entity 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 cover 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. 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 IPRA must:

a. 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.

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 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 entering into a Service agreement with IndyPL must agree to a number of 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 any 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.

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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:

   a. Commercial General Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Two Million Dollars ($2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor’s activities at the Facilities. Any deductible shall be at Contractor’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 accordance with the applicable state laws covering all of Contractor’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 One Million Dollars ($1,000,000.00) policy limit.

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

   e. Umbrella Liability insurance at not less than Five Million Dollars ($5,000,000) limit for each occurrence providing for excess coverage over the limits and coverage prescribed above in sections (a), (b), and (c) above, which such policy shall be written on an occurrence basis.

   f. All insurance policies addressed in Sections 5. (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. Contractor shall deliver to IndyPL, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder (“Certificates of Insurance”). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to Library 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 Contractor access to Library facilities.
i. These insurance provisions are minimum requirements and shall not relieve Contractor of its
indemnity, defense and hold harmless obligations.

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, the 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 participation to some reasonable level.
Therefore, Quote should be prepared as closely as possible 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 fifteen (15) pages, including the Vendor Quote Sheet and Non-Collusion Affidavit.
   a. **Vendor Quote Sheet and Non-Collusion Affidavit.**
      The Vendor shall provide a completed and notarized affidavit included as Attachment A.
   b. **E-Verify Affidavit.**
      The Vendor shall provide a completed and notarized Affidavit included as Attachment C.
   c. **MBE/WBE/VBE/DOBE Program Waiver.**
      The Vendor shall provide a completed Application for MBE/WBE/VBE/DOBE Program Waiver included as Attachment D.
   d. **MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services.**
      The Vendor shall provide a completed MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services included as Attachment D.
   e. **Additional information.**
      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.
   f. **Digital Version of the Quote.**
      Vendor shall provide a digital version of the quote, including all the attachments, in .pdf format on a thumb drive or disc. The maximum file size is 7MB.

3. **Quote Submittal Instructions.** The Quote package may be delivered via e-mail in a .pdf format to the Point of Contact at the e-mail address identified on the ITQ. The maximum file size is 7MB.

   The Quote package may be personally delivered, sent by mail or delivery service to the Point of Contact on the ITQ:
   Library Services Center
   2450 North Meridian Street
   Indianapolis-Indiana 46208

   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 in a virtual meeting 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 36-1-12-5.
Vendor: ________________________________

Address: _____________________________________________________________

City/State: ____________________________________________________________

Date: _________________________________________________________________

Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Invitation to Quote (ITQ) dated December 3, 2021 and understands the entire scope of Services.

Pursuant to notices given, the undersigned, with complete understanding of the requirements and conditions, shall provide the Glendale Branch Ceiling Panel Replacement 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:

________________________________________________________________________

Lump Sum Quote:

Lump Sum Quote for the Services: $ __________ 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 on or before January 22, 2022, assuming the Notification date is meet, and that I/we are not delayed by work stoppages or other causes beyond our control.
Non-Collusion Affidavit

Vendor: ____________________________________________

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that Contractor has not, nor has any other member, representative, employee or agent of the Contractor, 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 ________________________
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.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue the ITQ</td>
<td>December 3, 2021</td>
</tr>
<tr>
<td>Cutoff date and Time for Request for Substitutions</td>
<td>December 10, 2021 5:00 pm EST</td>
</tr>
<tr>
<td>Cutoff date and Time for Questions</td>
<td>December 13, 2021 5:00 pm EST</td>
</tr>
<tr>
<td>Answers to Questions Issued by Addendum</td>
<td>December 14, 2021 5:00 pm EST</td>
</tr>
<tr>
<td><strong>Quote Submission Deadline / Public Opening to follow</strong></td>
<td><strong>December 16, 2021 4:00 pm EST</strong></td>
</tr>
<tr>
<td>Quote Opening Virtual Meeting Information:</td>
<td>December 16, 2021 4:00 pm EST</td>
</tr>
<tr>
<td>Join Zoom Meeting</td>
<td></td>
</tr>
<tr>
<td><a href="https://us02web.zoom.us/j/89316376355?pwd=Qmx4eDF3MFVaaamjYYmFVVYg2UXjwdz09">https://us02web.zoom.us/j/89316376355?pwd=Qmx4eDF3MFVaaamjYYmFVVYg2UXjwdz09</a></td>
<td></td>
</tr>
<tr>
<td>Meeting ID: 893 1637 6355</td>
<td></td>
</tr>
<tr>
<td>Passcode: T8PreQ</td>
<td></td>
</tr>
<tr>
<td>Notification of Intent to Issue a Purchase Order</td>
<td>December 17, 2021</td>
</tr>
<tr>
<td>Installation Work Begins – Target Date</td>
<td>January 17, 2022</td>
</tr>
<tr>
<td>Substantial Completion – Target Date</td>
<td>January 22, 2022</td>
</tr>
</tbody>
</table>
Attachment C
Glendale Branch Ceiling Panel Replacement Project
E-Verify Affidavit

Vendor: ________________________________________________________________

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into 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 Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program is the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor 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 Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Vendor or Contractor: ______________________________________________________

By (Signature): __________________________________________________________

(Printed Name and Title): _________________________________________________

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF __________________________
COUNTY OF _______________________

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

My commission expires: ______________________ (Signed) ________________________

Residing in ______________________ County, State of ____________________________

ITD Glendale Branch Ceiling Panel Replacement Project 211203
The Indianapolis Public Library 16
Attachment D
Glendale Branch Ceiling Panel Replacement Project
MBE/WBE/VBE/DOBE Business Utilization Program Summary,
Application for MBE/WBE/VBE/DOBE Business Utilization Program Waiver, 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.

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

1. **MBE/WBE/VBE/DOBE Utilization Goals**: This component requires project/contract bidders to make subcontracting opportunities available to minority, women, veteran, and disability-owned businesses certified by the City of Indianapolis’ MBE/WBE/VBE/DOBE program at the minimum percentage stated in the invitation to quote. 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 on the project. 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 and from the Office of Minority & Women Business Development.

2. **Outreach/Good Faith Efforts**: The MBE/WBE/VBE/DOBE Outreach/Good Faith Efforts component requires project/contract bidders who do not meet the stated goals to provide evidence of outreach and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of the project, IndyPL will first determine whether a vendor meets the stated minimum percentage of MBE/WBE/VBE/DOBE utilization. The percentage is clearly stated in the invitation to quote.

In the event that a bidder does not meet the stated minimum percentages, a request for program waiver must be submitted with the quote, using the attached Application for MBE/WBE/VBE/DOBE Program Waiver Form. IndyPL will review the submitted documentation to determine a score for the bidder’s outreach/good faith efforts.

**Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the bid invitation and must be completed, signed and submitted in each bid/quote.**

Failure to complete these forms with all the pertinent- requested information may cause a quote to be determined as non-responsive.

1. **MBE/WBE/VBE/DOBE Utilization Goals For Construction, Goods/Supplies, And Services Form**.
2. **Application For MBE/WBE/VBE/DOBE Program Waiver Form**, if a bidder does not meet the stated minimum percentages with subcontractors.
Attachment D
Glendale Branch Ceiling Panel Replacement Project
MBE/WBE/VBE/DOBE Business Utilization Program Summary,
Application for MBE/WBE/VBE/DOBE Business Utilization Program Waiver, and
MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services

APPLICATION FOR MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM WAIVER

Pursuant to the 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 Bidder.

Submittal Due Date: December 16, 2021, 4:00 pm EDT
Project: Glendale Branch Ceiling Panel Replacement Project
Vendor: _____________________  Vendor Phone: _____________________
Contact Name: _____________________  Vendor E-mail Address: _____________________

In attempting to meet the Project Goals the Vendor made the following good faith efforts for the purpose of fulfilling those Goals (Check all that apply). The minimum score required to establish “good faith” effort is 70 points.

<table>
<thead>
<tr>
<th>Item</th>
<th>Weighting</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Vendor (check one of the following) □ did □ did not attend all pre-bid or pre-solicitation meetings held by the IndyPL to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities.</td>
<td>10</td>
</tr>
<tr>
<td>2.</td>
<td>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.</td>
<td>10</td>
</tr>
<tr>
<td>3.</td>
<td>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.</td>
<td>20</td>
</tr>
<tr>
<td>4.</td>
<td>Vendor made the following efforts to select portions of the work to be performed by MBE/WBE/VBE/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate participation.</td>
<td>10</td>
</tr>
</tbody>
</table>

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.

6. If the Vendor rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.

7. Vendor provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE participation, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE participation. Provide detailed documentation of such assistance.
APPLICATION FOR MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM WAIVER (Continued)

8. Vendor provided interested MBE/WBE/VBE/DOBE certified to perform the 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. Has project joint venture agreement for this contract with a MBE/WBE/VBE/DOBE business or a joint venture certified with the City as a MBE/WBE/VBE/DOBE business. MBE/WBE/VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by Owner for this contract). 15

11. Has a Mentor-Protégé Agreement with a MBE/WBE/VBE/DOBE business for this contract. MBE/WBE/VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by Owner for this contract). 10

TOTAL POINTS: __________

VENDOR SHALL SUBMIT SUPPORTING DOCUMENTATION WITHIN 72 HOURS IF NOTIFIED BY INDYPL.

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 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 Waiver is:
☐ Not Approved.
☐ Approved.
☐ Approved subject to the following conditions/restrictions: ________________________________

IndyPL’s Representative Signature: ______________________ Date: __________

Title: ___________________________________________________________________
Submittal Due Date: October 21, 2021, 4:00 pm EDT

Project: Central Library Exterior Sculpture Inspection, Conservation, and Maintenance Project

Vendor: \[\text{Vendor Phone: } \]
Contact Name: \[\text{Vendor E-mail Address: } \]

Bidder □ is □ is not a City-certified MBE/WBE/VBE/DOBE and will self-perform \[\underline{\text{%}}\] of the total contract amount.

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

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

If Bidder 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:

<table>
<thead>
<tr>
<th>Name of Subcontractor/Supplier</th>
<th>MBE, WBE, VBE, or DOBE</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Description of Work</th>
<th>Dollar Amount</th>
<th>% of Total Contract Amount</th>
</tr>
</thead>
<tbody>
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</table>

Bidder 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 Program Waiver at the time of submission may result in the disqualification and rejection of the quote/bid/proposal.

Bidder’s Signature: __________________________
Bidder’s Name: ______________________________
Date: __________________________
Services:

1. Refer to the attached Ceiling Fixture Plan A202 dated December 3, 2021 for locations and extent of the work.


3. The majority of the existing ceiling panels have previously been removed by a different vendor except where lights, sprinkler heads, and other equipment are ceiling mounted.

4. At locations where the existing 4’x4’ panels are to be replaced, install a new section of grid to convert the grid to accommodate 2 – 2’x4’ new ceiling panels.

5. Scribe and cut panels as required for ceiling penetrations of lights, sprinkler heads, and other equipment to provide a precise fit. Install the lights and other equipment in the new panels as required.

6. Scribe and cut panels at borders to provide a precise fit.

7. Provide protection of adjacent surfaces, furniture, equipment, and finishes. Clean all work areas at the end of each shift to allow for continuing public services.

8. One carton of each ceiling panel type is required for attic stock.

9. All work to be completed while the Branch is closed for public services. The operating hours of the Branch are:

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mon - Tue</td>
<td>10 a.m. - 8 p.m.</td>
</tr>
<tr>
<td>Wed - Fri</td>
<td>10 a.m. - 6 p.m.</td>
</tr>
<tr>
<td>Sat</td>
<td>10 a.m. - 5 p.m.</td>
</tr>
<tr>
<td>Sun</td>
<td>1 p.m. - 5 p.m.</td>
</tr>
</tbody>
</table>

New Materials:

1. Chicago Metallic 200Snap-Grid System, white to match existing.

2. Armstrong #1728 2’ x 2’ x 5/8” square edge, fine fissured, white color ceiling panels.

3. Armstrong #1729 2’ x 4’ x 5/8” square edge, fine fissured, white color ceiling panels.
Replace 4'x4' panels in existing grid at all highlighted areas. Install a new section of grid to accommodate 2 - 2'x4' new ceiling panels. Adjust lights, diffusers and other ceiling penetrations as required.

Replace 2'x2' panels in existing grid at all highlighted areas around diffusers and other ceiling penetrations.

Glendale Branch Ceiling Panel Replacement Project
Scope of Services
Attachment E
December 3, 2021