



**THE INDIANAPOLIS PUBLIC LIBRARY
INVITATION TO QUOTE
CENTRAL LIBRARY
LEARNING CURVE RENOVATION
2 EAST PROJECT
FURNITURE, FURNISHINGS, AND EQUIPMENT**

ITQ Issue Date: October 18, 2024

Project Site: 40 East Saint Clair Street
Indianapolis, Indiana 46204

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Web Site: www.indypl.org

I. BACKGROUND AND GENERAL INFORMATION

This Invitation to Quote ("ITQ") by the Indianapolis Public Library ("IndyPL") seeks Quotes from qualified vendors to provide Furniture, Furnishings, and Equipment Services ("FF&E, or Services") for the Central Library Learning Curve Renovation 2 East Project ("Project").

The Project includes:

- Lounge seating.
- Desks and tables.
- Target installation the week of January 27, 2025.

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.

For quotes over \$25,000. 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.

Quotes, including all supporting information, may be submitted by e-mail in .pdf format to the PurchasingRFP@indypl.org with a copy to the Point of Contact identified on the first page.

Responses will also be received at the Library Services Center, 2450 North Meridian Street, Indianapolis-Indiana 46208.

2. Pre-Quote Conference at the Project Site. A Pre-Quote Conference will not be held for this Project.
3. Questions and Substitution Requests. Any questions and substitution requests 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.
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 onto the site 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 at 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. Specific Qualifications. Not applicable.
4. Schedule. See Attachment E for the detailed schedule requirements.
5. 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.

Attachment J – Unit Price Quote

This document, showing unit prices, installation, freight, and any proposed substitutions shall be completed and submitted with the Quote. An .xlxs file will be sent to all vendors for their use in preparing their Quote.

V. QUOTE INFORMATION

1. Invitation to Quote. IndyPL is hereby contacting Vendors known to have the experience, expertise, and capabilities to furnish the requested Services. Vendors are also invited who have listed comparable services in the City of Indianapolis Office of Minority and Women Business Development Directory. Upon request, a Vendor will receive one copy of the ITQ from IndyPL. 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. 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 Contractor. 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 the requirements of the ITQ. IndyPL specifically reserves the right to reject any or all Quotes; or any part of a Quote 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 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 a written 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 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 because 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 everyone, 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. 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:
 - 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.

27. IndyPL shall issue a purchase order for the Services based upon the ITQ and the submitted Quote.

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 created 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:
- 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 excess of 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.)
 - 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), (c) and (d) above, which such policy shall be written on an occurrence basis.
 - f. All insurance policies addressed in Sections 6. (a), (b), and (e) above shall be endorsed to name the following as additional insured's:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, contractors, licensees, and successors.
 - g. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
 - h. Contractor shall deliver to IndyPL, prior to commencement of the Services under an Agreement, Certificates of Insurance confirming the existence or issuance of all insurance

policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the required 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 IndyPL 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 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, but one firm shall assume 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.
11. Drug Free Workforce Requirements. Contractor agrees to have and maintain a Written Drug Testing Plan per IC 4-13-18-5 or 4-13-18-6 and submit a copy with their quote.

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 the Written Drug Testing Plan.
 - a. Vendor Quote Sheet, completed and notarized, and included as Attachment A.
 - b. Vendor Non-Collusion Affidavit, completed and notarized, and included as Attachment A.
 - c. E-Verify Affidavit, completed and notarized, and included as Attachment C.
 - d. MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services, completed in full, and included as Attachment D.
 - e. Current Vendor Written Drug Testing Plan per IC 4-13-18-5 or 4-13-8-6.
 - f. 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.
 - g. 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 thumb drive or disc. The maximum file size is 7MB.
3. Quote Submittal Instructions. The Quote package may be submitted via email as a .pdf file, personally delivered, sent by mail, or delivery service 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 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 36-1-12-4.7.

Attachment A
Central Library Learning Curve Renovation 2 East FF&E Project
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 October 18, 2024, and understands the entire scope of Services.

Pursuant to notices given, the undersigned, with complete understanding of the requirements and conditions, shall provide the Central Library Learning Curve Renovation 2 East FF&E 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:

Addenda Received: _____

Base Lump Sum Quote:

Base Quote: \$ _____ Written Amount: _____

Any Other Expenses:

_____ \$ _____ Written Amount: _____

Completion Time:

Based upon Attachment B Schedule of Activities, I/we will substantially complete the Services on or before January 31, 2025, assuming the Notification date is met, and 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 or 4-13-18-6.
- Unit Cost Schedule (Attachment J).

Attachment A
(Continued)
Central Library Learning Curve Renovation 2 East FF&E Project
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 _____

Attachment B
Central Library Learning Curve Renovation 2 East FF&E Project
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	October 16, 2024
Pre-Quote Conference and Site Tour – Not Applicable	Not Applicable
Cutoff Date and Time for Request for Substitutions and Questions	October 28, 2024, 5:00 PM local
Answers to Questions Issued by Addendum	November 1, 2024, 5:00 PM local
<p>Quote Submission Deadline / Public Opening to follow at the Library Services Center, 2450 North Meridian Street Quotes may be delivered via email in .pdf format. Quotes delivered in-person or via service will be received at the Library Services Center 2450 North Meridian Street Indianapolis, IN 46208</p>	<p>November 8, 2024, 2:00 PM local time</p>
<p>Quote Opening Virtual Meeting Microsoft Teams Join on your computer, mobile app, or room device Join the meeting now Meeting ID: 221 954 210 975 Passcode: N7eC3g Download Teams Join on the web Learn More Meeting options</p>	<p>November 8, 2024, 2:05 pm local</p>
Submission Deadline for 72-Hour Post-Quote Information, If requested by IndyPL	November 13, 2024, 2:00 pm local
IndyPL Board Facilities Committee Meeting Library Services Center, 2450 North Meridian Street	November 12, 2024, 1:00 local
IndyPL Board Meeting Library Services Center, 2450 North Meridian Street	November 25, 2024, 6:30 pm local
Notice of Intent to Award Contract	November 26, 2024
Target Date for Issuance of Purchase Order	December 5, 2024
Substantial Completion – Target Date	Week of January 27, 2025

Attachment C
Central Library Learning Curve Renovation 2 East FF&E Project
E-VERIFY AFFIDAVIT

Vendor: _____

Pursuant to Indiana Code 22-5-1.7-11, the Contractor 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 Contractor 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 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 _____

Seal:

COUNTY OF _____

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

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment D
Central Library Learning Curve Renovation 2 East FF&E Project
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 \$25,000.00.

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)**

**Central Library Learning Curve Renovation 2 East FF&E Project
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
Central Library Learning Curve Renovation 2 East FF&E Project
SCOPE OF SERVICES

1.0 GENERAL REQUIREMENTS

- A. The Work covered by these Scope of Services and Technical Specifications ("Specifications") shall include all labor, equipment, materials, and services to furnish and install a complete Project as described herein.
- B. Any and all miscellaneous materials, labor, and hardware not listed in the Specifications but required to provide a complete Project 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. The Contractor shall survey the Project Site to confirm access as required.
- F. If during the Work the Contractor discovers any suspected hazardous material or unsafe condition, the Contractor shall promptly notify the IndyPL of the situation and cease activity in the specific Work area until further direction by IndyPL.

2.0 SPECIFIC SCHEDULE REQUIREMENTS







- A. The work site is on the second floor of the Central Library, which is accessible by elevators. Specific coordination for the use of elevators for the implementation of the Project will be required with IndyPL.
- B. Vendor will not have unrestricted access to the elevators, nor will reasonable access be denied by IndyPL. Coordination is critical.


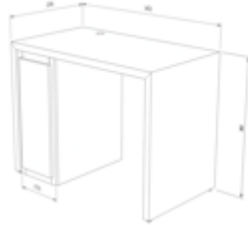


3.0 TECHNICAL SPECIFICATIONS

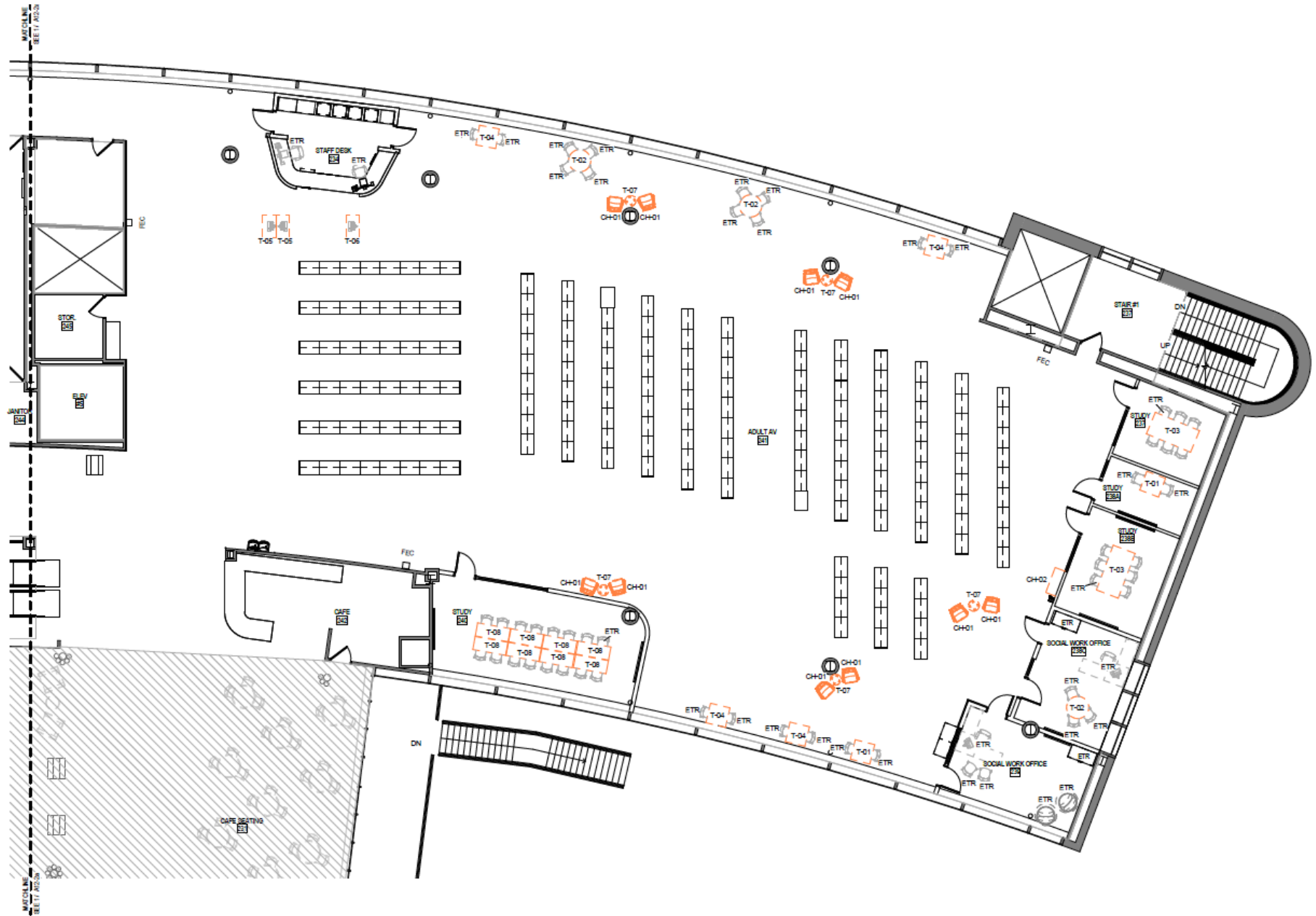
- A. Specifications prepared by krM Architecture+ dated October 18, 2024.

4.0 DRAWINGS

- A. Drawing prepared by krM Architecture+ dated October 18, 2024.

TAG	TYPE	LOCATION	QTY	TOTAL QTY	IMAGE	MFR	MODEL	DESCRIPTION	FINISHES
CH-01	Chairs	241 Adult AV	10	10		SOI	Envoi	Style: Midback Lounge Base: Metal, free swivel, fixed height, multi-surface glide	Back/Surround: Mayer - Belmont, Raintree (BL-003) Base: Polish Aluminum
CH-02	Chairs	241 Adult AV	1	1		KI	Kurv Bench	Style: Kurve Bench, non-contrast Size: 24"D x 48"W Base: Hard floor and carpet glides	Seat: KI - Beadwork, Thunder Wood: Monticello Maple Base: Silver
T-01	Tables	238A Study 241 Adult AV	1 1	2		KI	Tributaire Table	Style: Square top, square edge, seated height Size: 36" x 36" x 30"H Base: X-Base, hardfloor and carpet glides Notes: Center Node power, cabling routed into the leg	Top/Edge: Monticello Maple Base: Black
T-02	Tables	241 Adult AV 238C Social Work	2 1	3		KI	Tributaire Table	Style: Round top, square edge, seated height Size: 40" Round x 30"H Base: X-base, hardfloor and carpet glides Notes: Center Node power, cabling routed into the leg	Top/Edge: Monticello Maple Base: Black
T-03	Tables	238 Study 238B Study	1 1	2		KI	Tributaire Table	Style: Rectangular, square edge, seated height Size: 42"D x 86"L Base: X-base, hardfloor and carpet glides Notes: Center Dean power, cabling routed into the leg	Top/Edge: Monticello Maple Base: Black
T-04	Tables	241 Adult AV	4	4		KI	Tributaire Table	Style: Square top, square edge, bar height Size: 36" x 36" x 42"H Base: X-base, hardfloor and carpet glides Notes: Center power, cabling routed into the leg	Top/Edge: Monticello Maple Base: Black

T-05	Tables	241 Adult AV	2	2		Purposeful Design	Table (Reference Quote Q00797)	<p>Style: Straight edge waterfall table with locked CPU case, counter height</p> <p>Size: 42"W x 24"D x 42"H</p> <p>Base: Hardfloor and carpet leveler glides</p> <p>Notes: Closed case to include shelf, Top grommet with cover accessible to CPU, Bottom grommet with cover inside CPU case to access floor core power, CPU ventilation at side of table</p>	<p>Finish: Cherry Species</p> <p>Stain: Natural, Matte</p> <p>Branding: Top Right</p>
T-06	Tables	241 Adult AV	1	1		Purposeful Design	Table (Reference Quote Q00797)	<p>Style: Straight edge waterfall table with locked CPU cabinet, seated height</p> <p>Size: 42"W x 24"D x 30"H</p> <p>Base: Hardfloor and carpet leveler glides</p> <p>Notes: Closed case to include shelf, Top grommet with cover accessible to CPU, Bottom grommet with cover inside CPU case to access floor core power, CPU ventilation at side of table</p>	<p>Finish: Cherry Species</p> <p>Stain: Natural, Matte</p> <p>Branding: Top Right</p>
T-07	Tables	241 Adult AV	5	5		Purposeful Design	Occasional Table (Reference Quote Q00797)	<p>Style: Round end table, square edge</p> <p>Size: 20" Round x 19.75"H</p> <p>Base: 1/2" rod X-base, hardfloor and carpet glides</p>	<p>Finish: Cherry Species</p> <p>Base: Black</p> <p>Stain: Natural, Matte</p> <p>Branding: Top</p>
T-08	Tables	240 Study	8	8		KI	Tributaire Flip Table (Reference Quote 24SBB-3226/C)	<p>Style: Nesting Top</p> <p>Size: 24"D x 60"W</p> <p>Base: Hard floor and carpet casters</p> <p>Note: Dean in-surface power. (2) tables to have direct plug in. (6) to be daisy chained infeed</p>	<p>Top/Edge: Monticello Maple</p> <p>Base: Black</p>



① LEVEL 2 FURNITURE PLAN - EAST
REF. P. 187-197

Attachment F
Central Library Learning Curve Renovation 2 East FF&E Project
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)

Central Library Learning Curve Renovation 2 East FF&E Project
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
Central Library Learning Curve Renovation 2 East FF&E Project
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
Central Library Learning Curve Renovation 2 East FF&E Project
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
Central Library Learning Curve Renovation 2 East FF&E Project
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.

DRAFT AIA® Document A151™ - 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Indianapolis-Marion County Public Library »
«2450 North Meridian Street »
«Indianapolis, Indiana 46208 »

and the Vendor:
(Name, legal status, address, and other information)

To be determined
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

«
«Indianapolis Public Library »
«Central Library Learning Curve Renovation 2 East Project »
«Furniture, Furnishings, and Equipment »

The Architect:
(Name, legal status, address, and other information)

«krM Architecture+ Inc.»
«1020 Jackson Street. »
«Anderson, IN 46016 »
«765.649.8477»

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONTRACT SUM AND PAYMENTS
3	TIME
4	OWNER
5	VENDOR
6	TITLE AND RISK OF LOSS
7	DELIVERY AND INSTALLATION
8	ACCEPTANCE
9	WARRANTIES
10	ARCHITECT
11	RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
12	PROTECTION OF PERSONS AND PROPERTY
13	INSURANCE
14	CLAIMS AND DISPUTES
15	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor’s performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
« »	« »

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
« »	« »	« »

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »	« »	« »

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
« »	« »

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«None. Not Applicable.»

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

«None. Not Applicable.»

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

« Vendor shall proceed to order and receive the FF&E which is the subject of this Contract. Upon Vendor's receipt and secure storage of the FF&E, Owner shall make payment to Vendor in the amount of Vendor's actual costs for the FF&E. Owner shall maintain the option to withhold 10% retainage from payments if conditions warrant. When Vendor believes the Work is substantially complete, it shall so notify Owner and Architect in writing and a final inspection shall be scheduled with the Owner, Architect and Vendor. Upon final inspection and acceptance of the Work by Owner and Architect, Owner shall remit final payment to Vendor.»

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

«Mike Coghlan »
«Capital Projects Manager »
«Indianapolis-Marion County Public Library»
«2450 N. Meridian Street »
«Indianapolis, IN 46208 »
« »

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the

Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages,

compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 The Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor and Vendor shall immediately cause the discharge and/or release of any such claim.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective.

The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») each occurrence, « One Million Dollars » (\$ « 1,000,000 ») general aggregate, and « Two Million Dollars » (\$ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Vendor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than One Million Dollars (\$1,000,000).

§ 13.6 Employers' Liability with policy limits not less than « One Million Dollars » (\$ « ») each accident, « One Million Dollars » (\$ « 1,000,000 ») each employee, and « One Million Dollars » (\$ « 1,000,000 ») policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») per claim and « One Million Dollars » (\$ « 1,000,000 ») in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage

Umbrella Liability insurance written on an occurrence basis

Limits

Five Million Dollars (\$5,000,000) limit for Aggregate

All insurance policies addressed above shall be endorsed to name the following as additional insureds:

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

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Arbitration pursuant to Section 14.7 of this Agreement

[] Litigation in in the State or Federal Courts located in Marion County, Indiana.

[] Other (*Specify*)

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If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.9 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined

consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 14.10 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.11 **Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 **Waiver of Claims for Consequential Damages**

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

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§ 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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Section	Title	Date	Pages

§ 15.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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Number	Title	Date

§ 15.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:
(Check all boxes that apply.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Gregory A. Hill, Sr »
«Chief Executive Officer »

(Printed name and title)

VENDOR (Signature)

« »« »

(Printed name and title)

Attachment J
Central Library Learning Curve Renovation 2 East FF&E Project
UNIT PRICE QUOTE

This document, showing unit prices, installation, freight, and any proposed substitutions shall be completed and submitted with the Quote. An .xlsx file will be sent to all vendors for their use in preparing their Quote.