



THE INDIANAPOLIS PUBLIC LIBRARY

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL DESIGN SERVICES FOR THE WEST INDIANAPOLIS BRANCH RENOVATION PROJECT

Issue Date: April 7, 2025

Contact: Adam Parsons
PurchasingRFP@indypol.org

Web Site: www.indypl.org

I. INTRODUCTION

The Indianapolis Public Library ("IndyPL") is issuing this Request for Qualifications ("RFQ") to solicit Statements of Qualifications ("SOQ") from qualified Vendors for Architectural Design Services ("Services") for the West Indianapolis Branch Library Project ("Project"), the next branch in the implementation of the IndyPL Strategic Plan. The Services required and the scope of the Project are described in the RFQ.

IndyPL intends to review the SOQs submitted by Vendors with the intent of entering into an Agreement ("Agreement") with a single Vendor for the Project described in the RFQ.

A complete description of the Strategic Plan can be found on the IndyPL website at <https://www.indypl.org/about-the-library/strategy>.

IndyPL is seeking Vendors whose proposed team has a combination of experience, personnel, and processes which will provide timely, cost-effective, and exemplary professional Services to IndyPL for the Projects. It is the intent of IndyPL to work with the selected Vendor for the Project to reach an agreed upon fixed-sum fee for the Project.

Adjustments to the fixed fee shall be computed in accordance with the agreed upon rate schedule if changes in the Services are authorized by IndyPL.

For purposes of this RFQ, the term "Vendor" refers to those submitting a SOQ, and the term "Contractor" refers to the Vendor selected for the Project.

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

In July 2020, the IndyPL Board of Trustees, with Resolution 28-2020, adopted these Minority/Women/Veteran/Disability-Owned Business Enterprise Utilization Goals:

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

Attainment of these four (4) individual utilization goals will be based on the cumulative amount of work under the Contract. IndyPL understands there may be instances when the Vendor cannot meet the utilization goals in the preparation of their SOQ. In these instances, the Vendor is required to provide evidence of sufficient outreach and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs to meet these four (4) individual utilization goals.

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

At the request of IndyPL and if a Vendor does not meet the stated minimum utilization goals, the Vendor shall complete Attachment F – Application for MBE/WBE/VBE/DOBE Program Waiver Form. IndyPL will review the submitted documentation to determine a score for the Vendor's outreach and good faith efforts.

Response Due Date - The responses are due at the date, time, and location identified in Section V. Schedule of Activities.

II. ATTACHMENTS

Attachment A – Vendor Qualifications Sheet.

Attachment B – E-Verify Affidavit.

Attachment C – Scope of Project and Required Services.

Attachment D – MBE/WBE/VBE/DOBE Business Utilization Program Summary.

Attachment E – MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction/Goods/Supplies/Services.

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

Attachment G - Draft Agreement AIA B101-2017 Standard Form of Agreement between Owner and Architect, as modified by counsel for use on this Project.

III. QUESTIONS AND CLARIFICATIONS

A. Questions - Any questions regarding this RFQ must be submitted in writing no later than the date established in Section V. Schedule of Activities via e-mail to the Contact identified on the first page.

B. Oral Instructions - IndyPL shall not be responsible for any oral instructions given by any employee of IndyPL or their consultants concerning the instructions, scope of Services requested, or documents as described in this RFQ. Any change will be in the form of an addendum, which will be furnished to all Vendors who are known to have received the RFQ and will be posted on IndyPL's website.

C. Responses to Vendor Questions - A complete listing of all Vendor questions relating to this RFQ along with IndyPL responses will be provided to each Vendor via written addendum.

D. Pre-SOQ Conference – A Conference for interested Vendors will be held on the date, time, and at the location designated in Section V. Schedule of Activities. Notification of planned attendance is requested.

IV. SCOPE OF SERVICES

The Vendor shall be responsible for all services described in the RFQ, including planning, programming, architectural, mechanical, electrical, plumbing, interior finishes, signage, fixtures/ furniture/equipment selection, technology, and community engagement services. IndyPL does not have an IT consultant but does have a full IT department. The Vendor may decide to have an IT consultant on their team if it strengthens their SOQ.

IndyPL will provide all available existing documents relating to the Project.

IndyPL will provide any required site survey, soils investigation results, and environmental investigation services to the Contractor for their use in providing the Services.

Services include developing the Building Information Model to the Level of Development 300 as defined in AIA E202 – 2008.

In addition to the Services described in Attachments C and G, the Contractor shall provide the following additional services for the West Indianapolis Branch Project:

- (1) Work with IndyPL on public engagement efforts, including organizing and leading at least two (2) but no more than four (4) open public forums.
- (2) Work with IndyPL on public engagement efforts, including identifying and reaching out to diverse, traditionally underserved, and underrepresented patrons.
- (3) Organize a patron survey.
- (4) Work with IndyPL in meeting with interested neighborhood associations by participating in at least two (2) regular Association meetings.
- (5) Participate in an IndyPL organized contractor/subcontractor/material suppliers outreach meeting to promote the business opportunity to the construction industry.
- (6) Participate in the grand re-opening event.

V. SCHEDULE OF ACTIVITIES

The following table outlines the schedule for the RFQ. As a matter of course, IndyPL reserves the right to modify the schedule as necessary.

Activity	Date and Time
Issue the RFQ	April 7, 2025
Public Notice	April 11 and April 18, 2025
Virtual Pre-SOQ Conference Join the meeting now	April 25, 2025, 2:00pm EDT
Cutoff Date for E-mailed Questions from Vendors	May 8, 2025, 5:00pm EDT
IndyPL Distributes via E-mail Responses to Vendor Questions	May 15, 2025, 5:00pm EDT
SOQ Submission Deadline	May 29, 2025, 4:00pm EDT Library Services Center Reception Desk 2450 North Meridian Street Indianapolis, IN 46208
IndyPL Evaluation Committee Meets to Review the Received SOQs	Week of June 9, 2025

IndyPL Evaluation Committee Requests via E-mail Additional Information from and/or Schedules Discussions with Selected Vendors Reasonably Susceptible of Being Awarded the Contract – If Needed	June 13, 2025
IndyPL Evaluation Committee Receives via E-mail Requested Additional Information from Selected Vendors Reasonably Susceptible of Being Awarded a Contract – If Needed	June 18, 2025, 4:00pm EDT
Date Assigned for Individual 1-hour Discussions with Selected Vendors Reasonably Susceptible of Being Awarded a Contract – If Needed	June 25, 2025, in the afternoon Library Services Center, Room 226 2450 North Meridian Street Indianapolis, IN 46208
IndyPL Evaluation Committee Makes Vendor Selection Recommendations to IndyPL Board Facilities Committee at their Monthly Public Committee Meeting.	July 15, 2025, 1:00pm EDT
IndyPL Board Facilities Committee Makes Vendor Selection Recommendations to IndyPL Board at their Regular Monthly Public Meeting	July 28, 2025, 6:30pm EDT
Issue Notification of Intent to Award Contract	July 29, 2025
Execute Agreement - Target	August 8, 2025
Complete Planning/Programming Phase - Target	September 12, 2025
Complete Schematic Design Phase - Target	October 10, 2025
Complete Design Development Phase - Target	November 14, 2025
Complete Bidding Documents Phase - Target	December 12, 2025
Receive Bids - Target	January 23, 2026
Begin Construction - Target	March 2, 2026
Receive Bids for FFE - Target	Second Quarter, 2026
Complete Construction - Target	December 1, 2026

VI. QUALIFICATIONS, SOQ FORMAT, EVALUATION CRITERIA AND PROCESS

A. Vendor Qualifications – Vendor qualifications for each of the separate Projects are set forth below. The Vendor shall provide evidence of the following for the separate Project(s) for which the Vendor is submitting a SOQ:

- (1) Proven capabilities in the design of public library or similar facilities.
- (2) Demonstrated record in overall client satisfaction.
- (3) Demonstrated record working with community and neighborhood associations.
- (4) Demonstrated record in completing projects on time and on budget.
- (5) Appropriate resources to satisfy the requirements of the Project.
- (6) Licensed as an architect or engineer by the State of Indiana.
- (7) Registered with the Indiana Secretary of State to do business in Indiana.

SOQs will be evaluated based on the Vendors' responses to the RFQ. Evaluations will focus on the relative strengths, weaknesses, deficiencies, and risks associated with and as presented the SOQ. IndyPL reserves the right to select a responsive and responsible Vendor that is most advantageous to IndyPL. All Vendors who submit SOQs will be notified of the selection results. The contract award to a selected firm is subject to the approval and action by the IndyPL Board of Trustees.

B. Point of Contact – All communications between the Vendor and IndyPL shall be conducted through the identified Contact. IndyPL may, by written notice to Vendor, terminate consideration of a Vendor's SOQ immediately if it is found the Vendor or a representative of the Vendor had direct communications with any director, officer, or employee of IndyPL with a view toward securing the contract award, amending the RFQ, or making any determinations with respect to the Vendor's SOQ.

C. Required Copies of the SOQs - One (1) print bound original, five (5) print bound copies, and one (1) electronic PDF copy on a thumb drive of the SOQ shall be sealed in a package showing the Vendor name and the Project for which the SOQ is being submitted.

D. Deadline - SOQs must be received no later than Submission Deadline designated in Section V. Schedule of Activities.

E. Opening – SOQs will not be opened publicly.

F. Additional Information - IndyPL reserves the right to obtain clarification or additional information from any Vendor regarding its SOQ. Discussions with Vendors are anticipated but not required and will be scheduled by the Evaluation Committee with Vendors reasonably susceptible of being awarded a contract.

G. Confidential Information and Public Records - Vendors are advised materials contained in the SOQs 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 SOQ less any agreed upon confidential material, may be viewed and copied by any member of

the public, including news agencies and competitors. Vendors claiming a statutory exception to the IPRA must:

- (1) 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 SOQ Title.
- (2) Provide a transmittal letter listing the included confidential material items.
- (3) Indicate in the transmittal letter by citing which statutory exception provision applies to each listed confidential material item.
- (4) Provide a redacted version of the SOQ section to properly identify (and black-out) those sections of the SOQ for which Vendor claims an exception from disclosure under the IPRA.

IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim 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 SOQ. If agreement can be reached on the nature of the requested confidential materials, the SOQ will be considered. If agreement cannot be reached, IndyPL will remove the SOQ from consideration for award and return the entire "Confidential" package to the Vendor. The rest of the SOQ and other supporting documentation will not be returned to Vendor and remain part of the RFQ 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 RFQ. Neither party shall be liable for disclosures required by law.

H. Required Statement of Qualifications Format – The SOQ package should consist of information responsive to the RFQ inquiries in Section VI.H. and Attachment B. Information contained in the SOQs shall not exceed forty (40) double-sided pages. Covers and tab sheets are not included in the page count total. To facilitate comparison and review of the SOQs each Vendor shall use section numbers and titles consistent with the format outlined below:

- (1) Introduction and Cover Letter – This section shall include the following:
 - A. Vendor name, address, telephone, and e-mail address.
 - B. Contact person for the Vendor's response.
 - C. Signature of contact person. This signature shall serve as verification the Vendor is a legal entity, the Vendor does not discriminate, the contact person is authorized to act on the Vendor's behalf, and the SOQ shall remain valid for at least ninety (90) days unless otherwise extended by the Vendor and IndyPL.
 - D. Any exceptions to the terms and conditions included in the draft Agreement included at Attachment G.

(2) Vendor Qualifications Sheet included as Attachment A.

(3) E-Verify Affidavit included as Attachment B.

(4) Company Profile – This section shall include information describing the company that would enter into an agreement with IndyPL, including origin, background, size, type of business organization, company headquarters, and name and title of the person authorized to enter into an agreement. This section should also include a description of any partners or consultants which would be working with the Vendor on the Project, and if any partners, consultants, or members of Vendors team has been certified as a Minority, Women, Veteran, or Disability-Owned Business.

Discuss the methods, approach, and controls to be used on the Project to complete it in an effective, timely, economical, and professional manner. Team member information and a description of Project methods, approach and controls should include the following:

- A. Provide a list of the key team members, including any consultants to be assigned specifically to the Project:
 - Identify the Project Manager who will be empowered to make decisions for and act on behalf of the Vendor firm;
 - Identify the Project Architect who will be assigned to the Project;
 - Identify any other specialists who will be assigned to the Project.
- B. Provide detailed background information for each key member of the team identified above including:
 - Job classification/title;
 - Roles and Responsibilities for the Project;
 - Professional registrations and certifications listing applicable state(s);
 - Years of service with Vendor firm or as a team member;
 - Role in past projects of similar nature; and
 - Present and anticipated workload for the proposed schedule of the Project and forecasted ability to handle additional projects.
- C. Describe the procedures, processes, equipment, and capabilities in providing Services for this type of Project:
 - Community engagement;
 - Project planning;
 - Project management;
 - Meeting schedules and budgets;
 - Quality control;
 - Capabilities for Building Information Modeling;
 - Backup and support personnel, specialty experts, and other available resources and their locations;
 - Other Vendor services that can be made available for the Project;
 - Access to specialized services and equipment.
- D. If the submittal is from a team, note if the team members have worked together before. Discuss successful collaborations, the responsibility of each team member, and the project outcome.

(5) Public Library or Similar Facility Design Experience and Qualifications – This section shall include a list of three (3) examples completed in the past five (5) years of past public library or similar facility design work performed by the Vendor on projects of similar nature which would typify the qualifications of the Vendor. Provide a brief description of the work performed on each project, with specific information on the Vendor's experience in current public library service trends and practices. Provide a list of all public library projects completed by the Vendor, and a list of all awards received in recognition of public library or similar facility design excellence.

(6) Vendor References – This section shall list three (3) clients, client contact persons, and telephone numbers where past work performed by the Vendor which would typify the qualifications of the Vendor.

(7) Indianapolis Community and Neighborhood Associations Experience and Qualifications – This section shall include a list of at three (3) examples completed in the past five (5) years to describe the Vendor's experience working with community and neighborhood associations, either on behalf of clients or concerned citizens, on projects of similar nature which would typify the qualifications of the Vendor.

(8) Conflicts of Interest, Claims and Litigation – State any conflicts of interest Vendor or any team member may have with IndyPL or the Project. Vendor shall also describe any claims relative to work the Vendor has performed under any other contract within the past three (3) years and describe any litigation to which the Vendor is or has been a party. IndyPL reserves the right to request additional information to explain any of the above disclosed situations.

(9) Financial Documentation – This section shall include financial statements or other suitable documentation covering the past three (3) years, demonstrating the Vendor possesses adequate reserves and credit capacity to perform the Services required by the RFQ. Provide documentation on the Vendor's ability to meet the insurance requirements established in the RFQ. The required financial documentation does not count against the maximum page count and may be treated as a confidential document under separate cover.

(10) Range of Fees – This section shall state the basis for determining the range of fees required for the Services.

(11) Additional Information - Vendors may include any other information within the maximum page limit they feel may aid their SOQ. By way of example only, Vendor may wish to identify special needs or challenges it believes may be associated with performing the Services, and special skills or resources possessed by Vendor that makes it uniquely qualified to meet the challenges and/or needs of the Project.

VII. EVALUATION CRITERIA

IndyPL will evaluate the SOQs based on the criteria listed below in no order of importance. IndyPL will not award the contract based solely on the lowest cost range of fees described in the SOQ:

- (1) Attainment of the stated IndyPL Utilization Goals.
- (2) Expertise in the design of public libraries or similar facilities.
- (3) Satisfaction level of current and former customers of Vendor.
- (4) Basis for determining the range of fees.
- (5) Other criteria deemed relevant by IndyPL.

VIII. AWARD

The successful Vendors must be ready to proceed with Services immediately upon receipt of the Notification of Intent to Award Contract letter.

IX. GENERAL TERMS AND CONDITIONS GOVERNING THE RFQ

A. Vendor Rights - All materials submitted in response to this RFQ becomes the property of IndyPL upon delivery and shall be appended to any formal documentation which would further define or expand a contractual relationship between IndyPL and Vendor. Each Vendor, as an express condition for consideration of such Vendor's SOQ, agrees the contents of every other SOQ are proprietary and may contain trade secret information in all technical areas. No SOQs or supporting documentation will be returned to Vendor.

B. Reservation of Rights – The issuance of the RFQ does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of a SOQ, or to otherwise contract for any Services. IndyPL reserves the right to award an Agreement for only part of the Services specified in this RFQ, to use additional Vendors, to negotiate different terms and conditions with any Vendor after opening all the SOQs, or to cancel in part or in its entirety this RFQ, if it is in the best interest of IndyPL to do so. IndyPL will evaluate the SOQs based upon the effectiveness of the perceived performance as established in the evaluation criteria and as it relates to IndyPL's specific requirements. The lowest proposed service fee stated in a SOQ shall not necessarily be selected. IndyPL specifically reserves the right to reject any or all SOQs received or any part thereof; or to waive any defects, irregularities, or informalities in a SOQ when it is determined by IndyPL to be in IndyPL's best interest.

C. Late SOQs Not Considered - SOQs received after the stipulated SOQ Submission Deadline will not be considered.

D. Ambiguity, Inconsistency, or Error in the RFQ - Any Vendor believing there is any ambiguity, inconsistency, or error in the RFQ shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the SOQ Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency, or error.

E. Vendor Inconsistencies, Errors, or Omissions - IndyPL is not responsible for any Vendor's inconsistencies, errors, or omissions.

F. Addenda – IndyPL shall not be responsible for any oral instructions given by any employee or consultant of IndyPL regarding the RFQ instructions, technical information, existing conditions, or other documents as described in this RFQ. Any changes will be in the form of a written addendum, which will be furnished to all Vendors who have received the RFQ.

G. Modification or Withdrawal of SOQ - A SOQ may not be modified, withdrawn, or cancelled by a Vendor for sixty (60) days following the SOQ Submission Deadline, and each Vendor so agrees in submitting its SOQ. SOQs may be withdrawn, altered, and/or resubmitted at any time prior to the SOQ Submission Deadline. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor or may be submitted by facsimile. If by facsimile, written confirmation over the signature of the Vendor must have been mailed and postmarked on or before the SOQ Submission Deadline. Withdrawn SOQs may be resubmitted up to the SOQ Submission Deadline, if they are then fully in conformance with these general terms and conditions.

H. Rejection of SOQs; Protest by Vendor - IndyPL reserves the right to reject any or all SOQs received, or any part thereof; to accept any SOQ 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 SOQ, or portion thereof, or to the award of an Agreement resulting from the RFQ, shall lodge a protest, in writing, with IndyPL no later than 5:00 PM local time of the fifth (5th) calendar day, following release of IndyPL's Notification of Intent to Award Contract letter.

I. Warranties - Each Vendor submitting a SOQ in response to this RFQ warrants and guarantees the Vendor is fully capable of performing each and every task set forth in the SOQ unless specific exceptions thereto are made in Vendor's SOQ Submission.

J. Exceptions - It is the intent of IndyPL to award the Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material conditions or requirement of the RFQ as an attempt by the Vendor to vary the terms of the RFQ, 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 RFQ, unless the exception would be of material benefit to IndyPL.

K. IndyPL Right to Disqualify for Conflict of Interest – IndyPL reserves the right to disqualify any Vendor based on any real or apparent conflict of interest that is disclosed by the SOQ submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Vendor submitting a SOQ 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.

L. Vendor Certification - By submission of a SOQ, each Vendor certifies that it has not paid or agreed to pay any fee or commission or any other item of value contingent on the award of an Agreement to any employee, official, or current contracted consultant of IndyPL.

M. Covenant Against Contingent Fees - Vendor warrants no person or selling agent has been employed or retained to solicit or secure an Agreement with IndyPL 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. Breach or violation of this warranty are grounds for terminating consideration of a Vendor SOQ and for terminating any Agreement resulting from the SOQ submission.

N. Gratuities – IndyPL may immediately terminate consideration of Vendor SOQ or the right of the Vendor to proceed under an Agreement resulting from this RFQ if it is found gratuities in the form of entertainment, gifts or otherwise were offered or given by Vendor, or any agency or representative of 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 Agreement; provided 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.

O. Diversity and Inclusion in Employment.

- (1) IndyPL is committed to providing an equal opportunity for participation of Minority, Women, Veteran and Disability Owned Business Enterprise entities in all IndyPL business.
- (2) IndyPL extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal opportunity to compete for IndyPL business and strongly encourages utilization of disadvantaged and/or minorities to reflect both industry and community composition.
- (3) It is the desire of IndyPL to measure participation of Minority, Women, Veteran and Disability-Owned Business Enterprise entities 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 criteria of Minority, Women, Veteran and Disability-Owned Business Enterprise should indicate the appropriate certification, with a copy of such certification(s) included in its SOQ.
- (4) Any Contractor in performing services under an Agreement resulting from this RFQ shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age, disability, or veteran status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure applicants are employed, and employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability, or veteran status.

P. News Releases - News releases or other public announcements pertaining to the award of the Agreement for the Services requested shall not be made without prior approval of IndyPL.

Q. Investments - By submission of an SOQ, the Vendor certifies the Vendor is not engaged in any investment activities in Iran pursuant to Indiana Code § 5-22-16.5-8.

R. Out of State Vendors. It shall be a condition to the Agreement that any out-of-state Vendor selected as Contractor shall, prior to execution of the agreement, be duly registered and qualified to do business within the State of Indiana.

X. GENERAL TERMS AND CONDITIONS GOVERNING THE RESULTING AGREEMENT

A Vendor selected as Contractor will enter into an Agreement with IndyPL and must agree to several general contract terms and conditions. If a Vendor cannot agree to any of the below-stated general terms and conditions, its SOQ must clearly state any exceptions to and the reason for any such non-compliance.

A. Agreement Period – The Agreement shall be for a period required for the Project.

B. Form of Agreement - The submission of SOQs herein constitutes the consent of the Vendor that the Agreement to be drawn as a result of an award herein will be prepared by IndyPL's attorney and shall be the controlling document. A draft of the proposed Agreement is included as Attachment G. In the event Vendor has any questions or comments pertaining to the terms of the Agreement, Vendor shall note such questions or comments no later than the cutoff date for questions. The terms and conditions of the Agreement will not be revised and/or negotiated after issuance of the Notification of Intent to Award Contract letters.

C. Compliance with Laws – In performing the Services, the Contractor, Consultants, and Subcontractors, if any, shall comply with, abide by, and observe all applicable laws, ordinances, rules, regulations, and codes of federal, state, and local governments.

D. Audit of Contract Records - The Contractor must keep all resulting contract and Project records separate and make them available for audit by IndyPL personnel or Indiana State Board of Accounts personnel upon request for a period of three (3) years after final completion of the Project.

E. Standard/Licensure Requirements - The Contractor shall provide, upon request, documentation to IndyPL evidencing all necessary licenses to practice its business prior to the awarding of the contract.

F. Prime Contractor Responsibility - Planned use of Subcontractors in connection with the Agreement should be clearly explained and described in the SOQ. The Contractor as prime contractor will be responsible, and must take responsibility, for the performance under the entire Agreement whether or not Subcontractors are used.

G. Independent Contractor - It is expressly understood and agreed the Contractor is an independent contractor and not an employee of IndyPL. Any resulting Agreement will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated in the Agreement. Nothing in the Agreement shall create any contractual or other relationship between IndyPL and any Subcontractor having a contract with Contractor, nor shall it create any obligation on the part of IndyPL to pay or to see to payment of any monies due to any Subcontractor from Contractor. Contractor represents and warrants no persons supplied by it in the performance of the Agreement are employees of IndyPL and further agrees no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons. The Contractor shall have complete 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 all employees and personnel provided by Contractor in the performance of the Agreement and shall save and hold IndyPL harmless with respect thereto.

H. Method of Payment - The Contractor will be paid in accordance with payment procedures as stipulated in the Agreement, including participating in IndyPL's electronic fund transfer ("EFT") invoice payment program. Reports and invoices submitted must contain the purchase order number under which the Agreement is awarded. Contractor shall submit invoices/reports to the addressee designated in the Agreement. Contractor shall submit invoices for each payment requested including 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. Contractor shall provide complete cooperation during any such investigation.

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

J. Suspension of Work/Termination or Suspension - IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which Contractor is contracted in accordance with the suspension and termination provisions of the Agreement.

K. Indemnification - Contractor shall indemnify, hold harmless and defend IndyPL and its trustees, directors, officers, agents, representatives, employees, other contractors, and licensees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of Contractor, provided any such claim, damage, loss, or expense is caused or is claimed or alleged to

have been caused, in whole or in part, by any act, whether active or passive, error, omission, conduct, or operation of Contractor, or any subcontractor, or anyone else directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations, or duties contained in the Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations shall not be limited by reason of the enumeration of any insurance coverage required under the Agreement and shall survive the termination of the agreement.

L. Contractor Required Insurance Coverage - The Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of the Agreement, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contractor's Services 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:

- (1) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence for products and completed operations liability, One Million Dollars (\$1,000,000) fire damage, 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.
- (2) Errors and Omissions/Professional Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) combined single limit for all acts and omissions related to the responsibilities contained in the Agreement. The policy shall be written on an occurrence basis.
- (3) Workers' Compensation and Employer's Liability insurance, affording coverage in excess of the applicable state laws covering all of Contractor's employees in amounts not less than One Million Dollars (\$1,000,000) per injury, One Million Dollars (\$1,000,000) per injury by disease and One Million Dollars (\$1,000,000) disease aggregate.
- (4) Property Insurance coverage for all tools, materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. IndyPL shall not be responsible for such tools, materials, equipment, and other items owned, borrowed, or leased by Contractor.
- (5) Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- (6) 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 coverages prescribed above in Subsections L. (1), (3), and (5) above, which such policy shall be written on an occurrence basis.
- (7) All insurance policies addressed in Subsections L. (1), (5), and (6) above shall be endorsed to name the following as additional insured's:

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

- (8) All insurance policies required hereunder: (a) shall be endorsed to state the insurance is primary and not contributive to any other insurance available to IndyPL; (b) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (c) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide; and (d) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
- (9) The Contractor shall deliver to IndyPL, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate the Agreement immediately and/or deny Contractor access to IndyPL facilities.
- (10) These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.
- (11) The Contractor's subcontractors and consultants (Associate Architect or Interior Designer, etc.) shall carry the same insurance coverage as the Contractor.

M. E-Verify Program - The Contractor must affirm under penalties of perjury the Contractor does not knowingly employ an unauthorized alien.

- (1) The Contractor must enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3. The Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. Additionally, the Contractor is not required to participate if Contractor is self-employed and does not employ any employees.
- (2) The Contractor shall not knowingly employ or contract with an unauthorized alien, as the term is defined in 8 U.S.C. § 1324a(h)(3) and shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.
- (3) The Contractor shall require its subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (4) IndyPL may terminate the Agreement if the Contractor is in breach of these obligations. As a condition to entering into a services agreement, the Contractor must execute the E-Verify Affidavit, which shall be an exhibit to the

services agreement. Such affidavit shall be in the form included with this RFQ as Attachment B.

N. Miscellaneous Requirements and Conditions - Contractor acknowledges and agrees to the following additional general contract requirements and conditions:

- (1) The Contractor shall provide trained and experienced employees for performance of the Services and shall take reasonable precautions to assure such employees are reliable and of good character.
- (2) The Contractor shall provide supervision for all personnel when Services are being provided. The Contractor's supervisory and management staff shall be available to meet with IndyPL staff to coordinate changes in schedules.
- (3) If a Subcontractor fails to perform in a reasonable manner, IndyPL may require Contractor to terminate the Subcontractor. Any increased cost or expense incurred by reason of any such termination shall be borne by the Contractor.
- (4) If any work is omitted or found to be unacceptable by IndyPL in the performance of the Services, the Contractor will be advised of such omission or unacceptable work and shall make prompt corrections.
- (5) At IndyPL's request, the Contractor shall promptly remove from providing Services to IndyPL any employee of Contractor, Consultant, or Subcontractor who, in IndyPL's sole opinion, is unqualified or unsuitable to provide the required Services, or who has been negligent, wasteful, dishonest, or otherwise unsatisfactory in performing their duties.
- (6) The Contractor shall indemnify and hold IndyPL harmless from any claims for damages, loss, or expense arising from IndyPL's request an employee or Subcontractor of the Contractor be removed from providing Services to IndyPL.
- (7) Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the Services.

Attachment A
Request for Qualifications
Architectural Design Services for the West Indianapolis Branch Renovation Project
Vendor Qualifications Sheet

VENDOR: _____

Project SOQ Submitted: _____

Address: _____

City/State: _____

Telephone Number: _____

Email address: _____

Required Information and Checklist of Materials in the SOQ:

(1) Introduction and Cover Letter with Signature of Vendor Contact Person. _____

Note any exceptions to the terms and conditions in the draft Agreement. _____

(2) Vendor Qualifications Sheet with Signature of Vendor Contact Person. _____

(3) E-Verify Affidavit. _____

(4) Company Profile: _____

Description of team members and partners. _____

Background information and resumes on key team members. _____

Description of procedures, processes, equipment, and capabilities. _____

Description of successful collaborations between key team members. _____

Attachment A
Request for Qualifications
Architectural Design Services for the West Indianapolis Branch Renovation Project
Vendor Qualifications Sheet (Continued)

VENDOR: _____

Project SOQ Submitted: _____

(5) Public Library or Similar Facility Design Experience and Qualifications:

Project 1. _____

Project 2. _____

Project 3. _____

List of all awards for public library or similar facility design excellence. _____

(6) Vendor References (Client, Contact Name and Number). _____

(7) Indianapolis Community and Neighborhood Associations Experience. _____

(8) Statement on any Conflicts, Claims, or Litigation Relative to the Services. _____

(9) Financial Documentation:

Documentation covering the past three years. _____

Documentation of insurability. _____

(10) Statement on the Basis for the Range of Fees Required for the Services. _____

(11) Additional Information as Determined by the Vendor. _____

Submittal Requirements:

One (1) bound original. _____

Five (5) bound copies. _____

One (1) electronic .pdf version on a thumb drive. _____

Sealed in a package showing the Vendor name and the RFQ title. _____

Attachment A
Request for Qualifications
Architectural Design Services for the West Indianapolis Branch Renovation Project
Vendor Qualifications Sheet (Continued)

VENDOR: _____

Project SOQ Submitted: _____

Vendor Certification:

The undersigned acknowledges I/we have received and thoroughly reviewed the RFQ dated April 7, 2025.

Acknowledgement of Receipt of Addenda:

I/We have received and reviewed the Addenda listed below, if any, and have included the provisions thereof in the response to the RFQ.

Addenda Received: _____

The undersigned, on behalf of the Vendor, states Vendor has not, nor has any other member, representative, employee, or agent of the Vendor, entered into any combination, collusion, or agreement with any person relative to the hourly and material billing rate schedule included in the SOQ, to prevent any person from submitting a SOQ, or to induce anyone to refrain from submitting a SOQ.

The undersigned further states the SOQ is made without any agreement, understanding, or in combination with any other person referring to such RFQ unless specifically noted and described as a partnership in the SOQ.

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

By (Written Signature): _____

By (Printed Name): _____

Title: _____

Date: _____

Attachment B
Request for Qualifications
Architectural Design Services for the West Indianapolis Branch Renovation Project
E-Verify Affidavit

VENDOR: _____

Project SOQ Submitted: _____

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

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

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

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 C
Request for Qualifications

Architectural Design Services for the West Indianapolis Branch Renovation Project
Scopes of Projects and Required Services

West Indianapolis Branch
1216 Kappes Street, Indianapolis, IN 46221

- 1) The existing 5,000 SF facility has many needs for renovating and updating, including an expansion of the building. Additional square footage could be obtained by either expanding the existing building, tearing down and building new on the existing footprint, or finding a new location for a new facility. The exact scope of the project will be determined during the community engagement and programming efforts. The Project will require prioritizing work to meet the as-yet-to-be determined budget.
- 2) The Branch will be closed during the construction of the Project to ensure patron and staff safety.
- 3) The total Project budget is unknown and dependent upon the results on the design process. The Vendor will assist in developing an overall project budget.
- 4) IndyPL plans to use the traditional design-bid-build procurement method with a single general contractor for the construction of the Project.
- 5) Separate procurement and purchasing packages for the fixtures, furniture, and equipment will be utilized to obtain the most advantageous pricing for IndyPL.

Attachment D
Request for Qualifications

Architectural Design Services for the West Indianapolis Branch Renovation Project
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 IndyPL contracts of at least \$50,000.00.

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

1. MBE/WBE/VBE/DOBE Utilization Goals -This component requires vendors to make subcontracting opportunities available to minority, women, veteran, and disability-owned businesses certified by the City of Indianapolis' MBE/WBE/VBE/DOBE program at the minimum percentages stated in the RFQ. To count towards the MBE/WBE/VBE/DOBE utilization goals, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used on the services contract. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at www.indy.gov/activity/find-omwbd-contractor and from the Office of Minority & Women Business Development.
2. Outreach/Good Faith Efforts - The MBE/WBE/VBE/DOBE Outreach/Good Faith Efforts component requires 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 contract, IndyPL will first determine whether a vendor meets the percentages of MBE/WBE/VBE/DOBE subcontractor utilizations stated in the RFQ Documents. If a vendor does not meet the minimum percentages, a request for program waiver must be submitted upon request by IndyPL, 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 must be completed, signed, and submitted by the vendor. Failure to complete these forms with all the pertinent requested information may cause a SOQ to be determined as non- responsive.

1. With the SOQ: MBE/WBE/VBE/DOBE Participation Goals Plan for Construction/Goods/Supplies/Services.
2. Post-SOQ Information: Application For MBE/WBE/VBE/DOBE Program Waiver.

Attachment E
Request for Qualifications

Architectural Design Services for the West Indianapolis Branch Renovation Project
MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction/Goods/Supplies/Services

Submittal Due Date: _____

Project: _____

Vendor: _____ Vendor Phone: _____

Contact Name: _____ Vendor E-mail Address: _____

Bidder 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, explain): _____

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

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

Name of Subcontractor /Supplier	MBE, WBE, VBE, or DOBE	Contact Person	Phone Number	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 Program Waiver as a Post-Quote Submittal shall result in the disqualification and rejection of the Quote.

Vendor Signature: _____

Vendor Name: _____

Date: _____

Attachment F
Request for Qualifications

Architectural Design Services for the West Indianapolis Branch Renovation Project
Sample Application for MBE/WBE/VBE/DOBE Program Waiver

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

Submittal Due Date: _____

Project: _____

Vendor: _____ Vendor Phone: _____

Contact Name: _____ Vendor E-mail Address: _____

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

Item	Description	Weighting	Score
1	Vendor attended all pre-bid or pre-solicitation meetings held to inform MBEs/WBEs/VBEs/DOBEs of contracting opportunities.	10	
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	
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/DOBEs for the contract. Bidder's written notification to the Office of the Mayor's Business Development Program for assistance in locating MBEs/WBEs/VBEs/DOBEs must also be documented. Provide all such documents.	20	
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 participation:	10	
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	
6	If Vendor rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.	10	
7	Vendor provided technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE utilization such as assistance obtaining bonding, insurance, or line of credit for the project. Provide detailed documentation of such assistance.	15	

Attachment F
Request for Qualifications

Architectural Design Services for the West Indianapolis Branch Renovation Project
Sample Application for MBE/WBE/VBE/DOBE Program Waiver
(Continued)

8	Vendor provided technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE utilization such as assistance obtaining bonding, insurance, or line of credit for the project. Provide detailed documentation of such assistance.	15	
9	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	
11	Vendor completed a follow-up to initial solicitations. Provide copy of all e-mails and call logs.	10	
11	There is a project joint venture agreement for this contract with a certified MBE/WBE/VBE/DOBE business. MBE/WBE/VBE/DOBE minimum participation shall be 30% or greater (or as designated by Owner).	15	
12	There is a Mentor-Protégé Agreement with an MBE/WBE/VBE/DOBE business for this contract. If so, MBE/WBE/VBE/DOBE minimum participation shall be 30% or greater (or as designated by Owner).	10	
Total:		135	

Per the Schedule and request by IndyPL, Vendor shall provide a completed Waiver Application.

Vendor certifies all information contained herein and attached hereto is true and accurate and the Vendor made all good faith efforts 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
Request for Qualifications
Architectural Design Services for the West Indianapolis Branch Renovation Project
Draft Agreement

AIA B101-2017 Standard Form of Agreement between Owner and Architect, as modified by counsel for use on this Project.