



**THE INDIANAPOLIS PUBLIC LIBRARY**

**REQUEST FOR PROPOSAL**

**NEW VEHICLE PURCHASE AGREEMENT**

**RFP Issue Date.....June 20, 2013**

**RFP Submittal Deadline.....July 11<sup>th</sup>, 2013**

**Contact:** Miguel Ruiz  
Accounting Contract Administrator  
The Indianapolis Public Library  
2450 North Meridian Street  
Indianapolis-Indiana 46206-0211

**Telephone:** (317) 275-4844  
**E-mail:** [mruiz@indypl.org](mailto:mruiz@indypl.org)  
**Web Site:** <http://www.indypl.org>

**I. BRIEF INTRODUCTION**

The Indianapolis Public Library ("Library") is issuing this Request for Proposals ("RFP") in an effort to receive Proposals from Vendors to provide (1) new cargo van and (1) new box truck according to the specifications listed below in Attachment A (Hereinafter "Work").

The targeted completion date for the Work is September 30<sup>th</sup>, 2013.

The Library intends to review the Proposals submitted by Vendors with the goal of entering into a purchase agreement ("Agreement") with one or more Vendors. This RFP describes the technical and performance specifications for the Work, and contains an overview of the general terms and conditions under which the Work is to be provided.

## **A. GENERAL TERMS AND CONDITIONS GOVERNING PROPOSALS**

A. Vendor Qualifications – The Vendor shall have the following minimum qualifications:

- (1) A sound business reputation;
- (2) Proven capabilities in delivering work on time and on budget;
- (3) Appropriate resources to satisfy the requirements set forth herein;
- (4) Demonstrated track record in overall client satisfaction; and
- (5) Proper certifications required by Indiana and the City of Indianapolis.

B. Vendor Rights - All materials submitted in response to this RFP becomes the property of the Library upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between Library and Vendor. Each Vendor, as an express condition for the Library's consideration of such Vendor Proposal, agrees that the contents of every other Proposal is confidential, proprietary and trade secret information in all technical areas and waives any right to access to such Proposals. No submissions or supporting documentation will be returned to Vendor. Vendors submitting Proposals should recognize that the Library is a public body and, as a public body, the Library is subject to disclosure requirements and must abide by public record laws. Neither party shall be liable for disclosures required by law or court order.

C. Reservation of Rights - Vendors may offer Proposals for any and all combinations of Work contained in this RFP. The Library will consider partnerships between Vendors to provide the full range of the required Work. Special consideration may be given to Vendors who can provide all the identified Work. However, this RFP does not commit the Library to award an Agreement, to pay any costs incurred in the preparation of a Proposal, or to otherwise contract for any Work. The Library reserves the right to divide the Agreement for Work among Vendors, to award an Agreement for only part of the Work specified in this RFP, to use additional Vendors, to negotiate different terms and conditions with any Vendor after opening all of the Proposals, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Library to do so. The Library will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to the Library's specific requirements. The lowest fee Proposal shall not necessarily be selected. The Library specifically reserves the right to reject any or all Proposals or any part thereof; or to waive any defects or informalities in a Proposal when it is determined by the Library to be in the Library's best interest.

D. Late Proposals Not Considered - Proposals received after the stipulated Proposal Submission Deadline will not be considered.

E. Inconsistency or Error in the RFP - Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the Library in writing of such apparent discrepancy. Failure to so notify the Library by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency, or error.

F. Vendor Errors or Omissions - The Library is not responsible for any Vendor's errors or omissions.

G. Addenda - Library shall not be responsible for any oral instructions given by any employees of the Library or their consultants concerning the Proposal Instructions, Proposal Technical and Performance Specifications or other Proposal Documents as described in this RFP. Any change will be in the form of an addendum, which will be furnished to all Vendors who are registered with the Library as having received the RFP, or to any other entity who requests an addendum.

H. Vendor Incurred Costs - The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP will become the property of the Library upon delivery and will not be returned after the Proposal Submission Deadline.

I. Modification or Withdrawal of Proposal - A Proposal may not be modified, withdrawn or cancelled by a Vendor for sixty (60) days following the Proposal Submission Deadline and each Vendor so agrees in submitting its Proposal.

Proposals may be withdrawn, altered, and/or resubmitted at any time prior to the Proposal 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 be received before the Proposal Submission Deadline. Withdrawn Proposals may be resubmitted up to the Proposal submission deadline, provided they are fully in conformance with these general terms and conditions. Notice of pre-submittal date withdrawal will not be accepted by phone call or e-mail.

J. Rejection of Solicitation Proposals - The Library reserves the right to reject any or all Proposals received, or any part thereof; to accept any Proposal or any part thereof; or to waive any informality when it is deemed to be in the Library's best interest. Any Vendor objecting to the rejection of a Proposal, or portion thereof, shall lodge that protest, in writing, with the Library no later than 5:00 PM local time of the fifth (5th) calendar day, following release of the Library's Notification of Intent to Enter Into an Agreement letter.

K. Warranties - Each Vendor submitting a Proposal in response to this RFP warrants and guarantees that the Vendor is fully capable of performing each and every task set forth in the Proposal. No limitation or exception to this warranty provision will be acceptable to the Library; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by the Library.

L. Exceptions - It is the intent of the Library to award the Agreement on a fair and competitive basis. For this reason, the Library may view the notation of any "Exception" in response to any material conditions or requirement of the RFP as an attempt by the Vendor to vary the terms of the RFP. This, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, the Library will, at its option, not

allow exceptions to any material requirement if, in the opinion of the Library, the exceptions alter the overall intent of the RFP, unless the exception is be of material benefit to the Library.

M. The Library's Right to Disqualify for Conflict of Interest - The Library reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to the Library. The right of disqualification is at the sole discretion of the Library. Any Vendor submitting a Proposal herein waives any right to object at any future time, before any agency or body, including but not limited to, the Library, or any court, to the Library's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by the Library.

N. Vendor Certification - By submission of a Proposal, each Vendor certifies that it Vendor 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 contracting consultant of the Library.

O. Covenant Against Contingent Fees - Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the 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, the Library shall have the right to annul the Agreement without liability or in its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage or contingent fee.

P. Gratuities - The Library may, by written notice to Vendor, terminate the right of the Vendor to proceed under the 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 Vendor, or any agency or representative of Vendor, to any officer or employee of the Library with a view toward securing or amending, or the making of any determinations with respect to the performance of such Agreement; provided that the existence of facts upon which the Library makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, the Library shall be entitled to pursue the same remedies against the Vendor as the Library could pursue in the event of default by the Vendor.

Q. Affirmative Action in Employment- It is the desire of the Library to achieve participation of Minority, Women, or Veteran Owned Businesses ("MBE/WBE/VBE") consistent with the City of Indianapolis' utilization policy in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. The Library is committed to providing an equal opportunity for participation by MBE/WBE/VBE firms in all Library business. Vendors who meet the criteria of MBE/WBE/VBE firms or similar requirements for out-of-state firms are invited to provide a certificate in the Proposal indicating the appropriate designation. A copy of a certification by the State of Indiana or the City of Indianapolis

may be included in the Proposal. The Library extends to each individual firm, vendor, supplier, contractor or subcontractor an equal opportunity to compete for Library business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.

Any Vendor in performing services under this Agreement 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 or disability, nor otherwise commit an unfair employment practice. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, religion, gender, national origin, age or disability.

R. Proposal Fees and/or Percentages - Vendor must submit clearly state any fees and/or percentages as part of the Proposal.

S. Protest of Award - Any person who has an objection to the awarding of the Agreement to any Vendor by the Library, and who otherwise has standing to do so, shall lodge that protest, in writing, with the Library no later than 5:00 PM local time of the fifth (5th) calendar day, following release of the Library's Notification of Intent to Enter Into an Agreement letter. The Library retains the right to reject all protests not filed within this time or those found to be without merit.

T. News Releases - News releases pertaining to the award of the Agreement or the Work or any part of the project shall not be made without prior approval of the Library.

U. Public Records - Vendors are advised that materials contained in the Proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.* After the contract award, the entire Proposal 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 place all confidential documents in a sealed envelope marked confidential, and must indicate in their Proposal and on the outside of the envelope the nature of the confidential documents. The Library reserves the right to make determinations of the claimed confidentiality of the marked documents.

V. Investments - By submission of a Proposal, the Vendor certifies that the Vendor is not engaged in any investment activities in Iran pursuant to Ind. Code § 5-22-16.5-13(b).

## **B. LIST OF ATTACHMENTS**

A. Attachment A – Technical and Performance Specifications

- B. Attachment B – Vendor Price Sheet and Non-Collusion Affidavit
- C. Attachment C – Schedule of Activities

## II. QUESTIONS AND CLARIFICATIONS

- A. Oral Instructions - The Library shall not be responsible for any oral instructions given by any employees of the Library in regard to the Proposal instructions, specifications or Proposal documents as described in this RFP. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with the Library as having received the RFP, or to any other Vendor who requests an addendum.
- B. Questions - Questions and clarification inquiries about this RFP must be received prior to the date and time established in Attachment C and should be directed in writing to:

Miguel Ruiz  
Accounting Contract Administrator  
The Indianapolis Public Library  
2450 North Meridian Street  
Indianapolis-Indiana 46206-0211  
mruiz@indypl.org  
Phone: (317) 275-4844 Fax: (317) 269-5220  
Regarding: RFP- NEW VEHICLE PURCHASE AGREEMENT

- C. Responses - A complete listing of all Vendor questions along with the Library responses will be provided to each registered Vendor. Upon receipt of this RFP, all Vendors considering submission of a Proposal that wish to be included in communications shall submit the name, company, address, phone number, and fax number as well as the e-mail address of a single point of contact who is authorized to act on behalf of the Vendor to Miguel Ruiz, Accounting Contract Administrator, email address: [mruiz@indypl.org](mailto:mruiz@indypl.org).

## III. SUBMISSION OF PROPOSALS

- A. Submission date and time - Proposals must be received by the date and time listed in Attachment C by Miguel Ruiz at the address listed above. No late Proposals will be accepted.
- B. Copies - Respondents shall submit five (5) complete copies of their Proposals.
- C. Opening - Proposals will be opened publicly and parts of the Proposals read aloud in the Library Board Room at the Library Services Center at the address listed above on the date and time listed in Attachment C.

D. Additional Information - The Library reserves the right to request additional information and may conduct in-person interviews with the Vendors reasonably susceptible of being awarded the work. The Library will not share information gathered in such discussions with other competing Vendors.

E. Confidential Information - Vendors are advised that materials contained in the Proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.* ("IPRA") After the contract award, the entire Proposal 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 place all confidential documents in a sealed envelope marked confidential, and must indicate in their Proposal and on the outside of the envelope the nature of the confidential documents. The Library reserves the right to make determinations of the claimed confidentiality of the marked documents.

#### **IV. GENERAL REQUIREMENTS**

In addition to the General Terms of Section I. A. of this RFP, each Vendor must agree to a number of general terms requirements. If a Vendor cannot agree to any of the stated general requirements, its Proposal must clearly state the reason for any such non-compliance.

A. Agreement Period - The selected Vendor shall complete the Work in accordance with the Schedule of Activities, or an equivalent period depending upon the date the Agreement is awarded and executed by the parties. The Agreement shall cover the period from the date of execution through the completion of the Work and the applicable warranty period.

B. Form of Agreement - The proposed form of agreement will be a Library issued Purchase Order. The submission of a Proposal herein constitutes the agreement by the Vendor that any contract to be drawn as a result of an award herein will be prepared by the Library. The submission of a Proposal shall further constitute the agreement of the Vendor that it will 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 Agreement to be executed will be drafted under the supervision of the Library's attorney and shall be the controlling document.

C. Compliance with Laws - Whether or not Vendor uses Subcontractors to perform any of the Work, Vendor and Subcontractors, if any, shall comply with, abide by and observe the Occupational Safety & Health Act and all other statutes, laws, ordinances, rules, regulations, or standards of federal, state, and local governments having authority or jurisdiction over the Work or performance of the Work, or any lawful orders pertaining in any way to the Work at the Library facilities (Applicable Laws).

D. Audit of Contract Records - Vendor must keep, for a period of three (3) years, all resulting contract records separate and make them available for audit by the Library personnel or Indiana State Board of Accounts personnel upon request.

E. Standard/Licensure Requirements - The selected Vendor shall provide documentation to the Library, if requested by the Library, evidencing all necessary licenses to practice its business prior to the awarding of the contract. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected to provide the Work shall be duly registered and qualified to do business within the State of Indiana.

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

In contractor/Subcontractor arrangements involving more than one firm, it does not matter to the Library which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Service as delineated in the Agreement negotiated with the Library. The Library will only enter into the Agreement with the Vendor as a prime contractor.

G. Vendor as an Independent Contractor - It is expressly understood and agreed that Vendor is an independent contractor and not an employee of the Library. The 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 the Library and any Subcontractor having a contract with Vendor, nor shall it create any obligation on the part of the Library to pay or to see to payment of any monies due to any Subcontractor from Vendor. Vendor represents and warrants that no persons supplied by it in the performance of the Agreement are employees of the Library and further agrees that no rights of the Library's civil service, retirement or personnel rules accrue to such persons. The Vendor 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 Vendor in the performance of the Agreement and shall save and hold the Library harmless with respect thereto.

H. Method of Payment - The Vendor will be paid in accordance with payment procedures as stipulated in the Purchase Order and/or the Agreement. Invoices submitted must contain the Purchase Order Number under which the Work is awarded. Vendor shall submit invoices to the addressee designated. Vendor shall submit invoices for each payment requested including a detailed breakdown of all charges. All invoices will be paid promptly by the Library 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. Vendor shall provide complete cooperation during any such investigation. Vendors are advised that the Library is a Municipal Corporation, and as

such compensation and any other payments for goods and/or services shall not be paid in advance of receipt of the goods and/or services to the Selected Vendor by the Library.

I. Continuation During Disputes - Vendor agrees that, 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 – The Library reserves the exclusive right to terminate or suspend all or any portion of the Work for which Vendor is employed by giving ten (10) days' written notice to the Vendor; however, if any portion of the Work shall be terminated or suspended, the Library shall pay Vendor equitably for all Work properly performed pursuant to the Agreement. If Work is suspended and the Vendor 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.

K. Indemnification - Vendor shall defend, indemnify and hold harmless the Indianapolis Public Library and its trustees, directors, officers, employees, representatives, agents, contractors, licensees and successors 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) of whatever kind or nature, known or unknown, contingent or otherwise, and for any and all loss of life, injury to persons or damage to property, which arises out of or results from Vendor's, its consultants, agents, employees, contractors or Subcontractors performance of the Work or Vendor's, its consultants', agents', employees', contractors' or Subcontractors' breach of the Agreement.

P. Miscellaneous Requirements and Conditions –

(1) Vendor shall furnish all supplies, materials and equipment necessary for the performance of Work under this RFP. The Library reserves the right to approve all materials used.

(2) If any of the Work is omitted or found to be unacceptable by the Library, Vendor will be advised of such omission or unacceptable Work and will make prompt corrections within seventy-two (72) hours.

## V. REQUIRED PROPOSAL FORMAT

A. General Requirements - The Proposals shall contain information responsive to the RFP and the items listed below.

B. Specific Proposal Format and Content - Information contained in the Proposals should not exceed twenty (20) pages, including the Vendor Price Sheet. In order to facilitate comparison and review of the Proposals, each Vendor should use section numbers and titles consistent with the format outlined below:

- a. Vendor Price Sheet and Non-Collusion Affidavit included as **Attachment B**.
- b. Vendor introduction and cover letter:
  - 1) Vendor name, address, phone, fax and e-mail address.
  - 2) Contact person for the Vendor's response to the RFP.
  - 3) Signature of the contact person. This signature serves 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 Proposal will remain valid for sixty (60) days.
- c. Vendor shall provide information relating to the business organization of the Vendor and any third-party or subcontractor which would be partnering with the Vendor.
- d. Additional information. Vendor may provide any other information with the maximum page limit that they believe may add to their Proposal. To the extent Respondent is incapable of complying with or takes exception to any aspect of the specifications or requirements provided in Article IV, Respondent should specifically identify and describe such exceptions in this section of its response to this RFP.

## VI. EVALUATION CRITERIA

The Library will evaluate the proposals based on the criteria listed below. The Library may not award the Agreement based solely on the lowest cost Proposal. In addition to cost, the Library will weigh the following criteria:

- |    |  |     |
|----|--|-----|
| A. | Overall cost.  | 75% |
| B. | Adequacy of the responses to and exceptions to the general and specific requirements of the RFP. | 20% |
| C. | Any other criteria deemed relevant by the Library.   | 5%  |

## VII. AWARD

The successful Vendor must be ready to proceed with the Work following receipt of the Notification of Award Letter, the date of which is established in Attachment C Schedule of Activities. The Library will conduct a pre-order conference prior to beginning of the Work. The purpose of this conference will be to review equipment, critical dates, specifications, communication protocols, and other matters.

**Attachment A**  
**Technical and Performance Specifications**

1.0 GENERAL REQUIREMENTS

- A. The Work covered by these Technical Specifications ("Specifications") shall include all labor, equipment, materials, and services to furnish a vehicle that meets the guidelines as described herein.
- B. Any and all miscellaneous materials, labor, and hardware not listed in the Specifications but required to provide a vehicle that meets the guidelines as described herein shall be provided as part of the Work.

1.1 VEHICLE SPECIFICATIONS

A. CARGO VAN

STANDARD BODY ALONG WITH THESE SPECIFICATIONS

EXTERIOR

- INTERVAL WIPERS
- SOLAR TINTED GLASS
- HINGED SIDE CARGO DOOR
- SEALED HALOGEN HEADLAMPS
- LT225/75R16 BSW TIRES
  
- MANUAL TELESCOPIC TT MIRRORS

FUNCTIONAL

- TWIN I-BEAM INDEPENDENT FRONT SUSPENSION
- ELEC THROTTLE CONTROL
- POWER STEERING
- 35 GALLON FUEL TANK (REGULAR UNLEADED)
- AUX TRANSMISSION COOLER

INTERIOR

- AM/FM STEREO W/CLOCK SYSTEM
- TILT STEERING WHEEL
- TACHOMETER
- VINYL FRONT HEADLINER
- DUAL VINYL BUCKET SEATS
- CENTER AND REAR CARGO LIGHT
- FRONT VINYL FLOOR COVERING
- AIR CONDITIONING, MANUAL FRONT
- MANUAL WINDOWS
- BLACK RUBBERIZED VINYL FLOOR COVERING

SAFETY/SECURITY

- 4-WHEEL ANTI-LOCK DISC BRAKING
  
- DRIVER/PASSENGER AIRBAGS
- PRETENSIONING FRONT SEATBELTS
- SIDE IMPACT DOOR BEAMS
- HIGH MOUNT STOP LAMP

STANDARD EQUIPMENT

- 2013 MODEL YEAR
- SOLID WHITE CLEARCOAT
- 4.6 LITER EFI V8 ENGINE  
W/ELECTRIC 4-SPD AUTO  
O/D TRANSMISSION (OR COMPARABLE)

B. BOX TRUCK

STANDARD BODY ALONG WITH THESE SPECIFICATIONS

COMMERCIAL CUTAWAY- 159" WHEELBASE

EXTERIOR

- INTERVAL WIPERS
- SOLAR TINTED GLASS
- SEALED HALOGEN HEADLAMPS
- LT225/75R16 BSW TIRES
  
- OUTSIDE WIDE STANCE SAIL PANEL  
MOUNTED MIRRORS
- DUAL REAR WHEELS

FUNCTIONAL

- AT LEAST 12,000 GVWR
- NO LOCKING REAR DIFFERENTIAL
- FUEL TANK CAPACITY APPROXIMATELY  
57 GALLONS (REGULAR  
UNLEADED)
- AUX TRANSMISSION COOLER
- POWER STEERING

INTERIOR

- AM/FM STEREO W/CLOCK  
SYSTEM
- TILT STEERING WHEEL
- TACHOMETER
- DUAL VINYL BUCKET SEATS WITH  
ARMRESTS
- BLACK RUBBERIZED VINYL FRONT  
FLOOR COVERING
- AIR CONDITIONING, MANUAL FRONT
- 2 AUX COVERED POWER OUTLETS ON  
ENGINE CONSOLE COVER
- NO SPARE TIRE

SAFETY/SECURITY

- 4-WHEEL ANTI-LOCK DISC BRAKING
  
- DRIVER/PASSENGER AIRBAGS
- PRETENSIONING FRONT SEATBELTS
- BACK UP ALARM

STANDARD EQUIPMENT

- 2013 MODEL YEAR
- SOLID WHITE CLEARCOAT
- 5.4 LITER TRITON V8 WITH 4 SPEED  
AUTOMATIC, HEAVY DUTY  
TRANSMISSION (OR COMPARABLE)

DEALER INSTALLED EQUIPMENT

- 14' x 6 ½' ALUMINUM BOX, INSTALLED  
HEIGHT NOT TO EXCEED 10'
- FLAT FLOOR, 2x6 SHIPLAP PINE
- LINING, 3/8 PLYWOOD, FULL HEIGHT,  
EXTERIOR  
FRONT WALL
- AT LEAST 1 DOME LIGHT IN CARGO  
AREA WITH REAR SWITCH
  
- 5 ROWS OF E-TRACK ON SIDES
- 3 ROWS OF E-TRACK ON BULKHEAD
- THIEMAN TVL20AAL LIFGATE INSTALLED
- PRE PAINTED WHITE ALUMINUM
  
- TRANSLUCENT ROOF

1.2 WARRANTY

- A. The Vendor shall warrant the Work for a minimum of 3 years or 36000 miles.
- B. The Vendor shall be responsible to provide complete warranty services within forty-eight (48) hours after notification by the Library. The Vendor will be responsible for repairing any deficiencies discovered during the entire warranty period.
- D. Vendor shall repair, adjust, and/or replace, whichever the Library determines to be in its best interests, any defective equipment, materials, or workmanship, as well as such parts of the work damaged or destroyed by such defect, during the warranty period, at the Vendor's sole cost and expense.
- E. In the event any of the Work specified, supplied, and installed as part of the work should fail to produce capacities or fail to meet the Specifications, the Vendor shall remove and replace such Work to meet the requirements without additional cost to the Library.
- F. In the event the Vendor does not affect any warranty repair within forty-eight (48) hours from notification of any such defect, the Library may secure repair services from other sources and charge the Vendor for such costs without voiding the warranty.

## 2.0 SUBSTANTIAL COMPLETION REVIEW

- A. A substantial completion review will be performed before acceptance of the Work by the Library.
- B. If no problems arise during the substantial completion review requiring corrective action or repair by the Vendor, the substantial completion review can be approved as the final acceptance by the Library.
- C. If problems arise during the substantial completion review requiring corrective action or repair by the Vendor, another complete and comprehensive review will be scheduled and performed to show the necessary repairs have been properly made. These repairs and additional review will be performed at no cost to the Library until a time the Work is shown to be in complete operating condition.

**Attachment B**

**Vendor Price Sheet and Non-Collusion Affidavit**

**TO:** INDIANAPOLIS PUBLIC LIBRARY  
2450 N. MERIDIAN STREET  
INDIANAPOLIS, IN 46208

**PROJECT:** REQUEST FOR PROPOSAL  
NEW VEHICLE PURCHASE AGREEMENT

**VENDOR:** \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Agent of Vendor (if applicable): \_\_\_\_\_

Email address: \_\_\_\_\_

**VENDOR CERTIFICATION**

The undersigned Vendor acknowledges that I/we have received and thoroughly reviewed the Request for Proposal (RFP) dated June 20<sup>th</sup>, 2013. I/we have also received and reviewed the responses to the RFP questions in Library issued addenda, and have included their provisions in my/our Proposal. Pursuant to notices given, the undersigned Vendor with complete understanding of the requirements and conditions, shall provide all labor, materials, and shall complete the work fully in accordance with the requirements of the RFP.

If the Vendor's proposal is accepted, the Vendor certifies that the proposed prices will remain in effect until September 5<sup>th</sup>, 2012.

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

\_\_\_\_\_ Indicate by listing on the line provided the Addenda used in the preparation of your Proposals.

**COMPLETION TIME**

\_\_\_\_\_ Indicate by initialing on the line provided that you will complete the work under this Proposal by September 30<sup>th</sup>, 2013, assuming that you are not delayed by causes beyond your control.

**ATTACHMENT B – Continued**

**Vendor Proposal Form and Non-Collusion Affidavit**

**PRICE CERTIFICATION**

The Vendor proposes to complete all work as specified for the following prices:

- A. (1) New cargo van \$ \_\_\_\_\_
- B. (1) New box truck \$ \_\_\_\_\_

**Other Expenses, if Any:**

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Total Proposal:**

\$ \_\_\_\_\_

**ADDITIONAL INFORMATION**

Indicate by initialing on the line provided the items are included in your proposal:

- \_\_\_\_\_ Vendor Proposal Form and Non-Collusion Affidavit.
- \_\_\_\_\_ Vendor Introduction and Cover Letter.
- \_\_\_\_\_ Vendor Profile.
- \_\_\_\_\_ Additional Information, if desired.

**ATTACHMENT B – Continued**

**Vendor Proposal Form and Non-Collusion Affidavit**

The undersigned qualified provider or agent, being duly sworn on oath, says that they have not, nor have any other member, representative, or agent of the firm, company or corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the fee to be proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person referring to such proposal.

Further, the undersigned qualified provider or agent says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such proposal.

(Vendor): \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

*Important – Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_

SS: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

**Attachment C**

**Schedule of Activities**

<b>Activity</b>	<b>Date and Time</b>
Issue the RFP	June 20, 2013
Issue Public Notice	June 21, 2013
Cutoff Date for Vendor Questions	July 1, 2013, 4:00pm EDT
Distribution of Responses to Vendor Questions	July 2, 2013, 4:00 pm EDT
Proposal Submission Deadline and Public Opening	July 11, 2013, 2:00 pm EDT at the Library Services Center
Recommendation to Facilities Committee	August 12, 2013
Recommendation to and Action by the Board	August 26, 2013
Issue Notification of Intent to Enter Into an Agreement Letter	August 27, 2013
Completion of the Work	September 30, 2013
Final Acceptance of the Work by the Library	October 11, 2013