

THE INDIANAPOLIS PUBLIC LIBRARY INVITATION TO QUOTE IT REPLACEMENT VEHICLE

ITQ Issue Date: March 10, 2025

Project Site: Library Services Center

2450 North Meridian Street Indianapolis, Indiana 46208

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I. BACKGROUND AND GENERAL INFORMATION

This Invitation to Quote ("ITQ") issued by the Indianapolis Public Library ("IndyPL") seeks quotes from qualified vendors to provide one (1) new replacement vehicle for the use by IT.

The replacement vehicles required are the <u>2025 Ford Escape ST-Line with 300A Equipment</u> Group

per the attached specifications in Attachment E.

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

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

In July 2020, the IndyPL Board of Trustees, with Resolution 28-2020, adopted these four (4) separate Minority/ Women/ Disability/ Veteran-Owned Business Enterprise Utilization Goals:

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

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

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

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

- 1. <u>Response Due Date</u>. The responses are due at the date and time identified in Attachment B. Responses will be received at the Library Services Center, 2450 North Meridian Street, Indianapolis-Indiana 46208.
 - Quotes, including all supporting information, <u>may</u> be submitted by e-mail in .pdf format. See Attachment B for other pertinent dates.
- 2. <u>Questions</u>. Any questions regarding this ITQ must be submitted in writing no later than the date established in Attachment B and shall be directed in writing via e-mail to the Point of Contact identified on the first page.
- 3. <u>Definitions</u>. The term "vendor" denotes those firms submitting a quote in response to this ITQ. The term "contractor" is used throughout this ITQ to define the vendor selected to provide the vehicles described in this ITQ. The term "Services" is used throughout this ITQ to define the activities and services required by the Contractor to provide and deliver the vehicles described in this ITQ.

II. REQUIRED SERVICES

- 1. <u>Scope</u>. The Contractor shall provide all labor, equipment, permits, supervision, materials, services, and reports as required per Attachment E.
- 2. <u>Coordination</u>. All title and registration paperwork will be completed by IndyPL after purchase. The Contractor will supply all necessary paperwork at time of purchase and delivery.

III. Project Requirements:

1. <u>General Requirements</u>. The Contractor shall meet the standards, performance, materials, manufacture, supply, installation, testing, and commissioning required of an installation

carried out in IndyPL Facilities. The intent is to provide for the completion in every detail of the installation unless otherwise stated.

- 2. <u>Requirements</u>. The requirements include (but are not limited to) all design, engineering, certifications, labor, superintendence, materials, tools, equipment, storage, permits, certificates, drawings, temporary work, inspection, testing, accessories, auxiliaries, and incidentals necessary to complete the work in a proper, safe, thorough, and skillful manner.
- 3. Scope. See Attachment E for the detailed scope description.

IV. ATTACHMENTS

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

Attachment A - Vendor Quote Sheet and Non-Collusion Affidavit

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

<u>Attachment B – Schedule of Activities</u>

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

Attachment C – E-Verify Affidavit

The Contractor shall agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11 during the hiring process for all employees hired after the date of the Agreement. The Contractor must agree to require its subcontractors who may perform work under the Agreement to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. As a condition to submitting a quote and to entering into an Agreement, the Contractor must execute the E-Verify Affidavit, which shall be an exhibit to the Agreement.

<u>Attachment D – MBE/WBE/VBE/DOBE Business Utilization Program Summary;</u> and

MBE/WBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services

<u>Attachment E - Specifications</u>

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

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

V. QUOTE INFORMATION

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

Vendors submitting a quote shall recognize that IndyPL is a public body and, as a public body, IndyPL is subject to disclosure requirements and must abide by public record laws. Neither party shall be liable for disclosures required by law.

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

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

7. Late Quotes Not Considered. Quotes received after the stipulated Quote Submission

- Deadline (defined in Attachment B) will not be considered.
- 8. <u>Inconsistency or Error in the ITQ</u>. Any vendor believing that there is any significant ambiguity, inconsistency, or error in the ITQ shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the Quote Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency, or error.
- 9. Vendor Errors or Omissions. IndyPL is not responsible for any vendor's errors or omissions.
- 10. <u>Addenda</u>. IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL concerning the Invitation instructions or Services as described in this ITQ. Any changes will be in the form of an addendum, which will be furnished to all vendors who are listed with IndyPL as having received the ITQ, or to any other vendor who requests an addendum.
- 11. <u>Vendor Incurred Costs</u>. The vendor shall be responsible for all costs incurred in preparing or responding to this ITQ. All materials and documents submitted in response to this ITQ become the property of IndyPL and will not be returned after the Quote Submission Deadline.
- 12. <u>Modification or Withdrawal of Quote</u>. A quote may not be modified, withdrawn, or cancelled by a vendor for sixty (60) days following the Quote Submission Deadline and each vendor so agrees in submitting the quote. Quotes may be withdrawn, altered and/or resubmitted at any time prior to the Quote Submission Deadline. Notice of pre-submittal date withdrawal must be in writing over the signature of the vendor and may be submitted to IndyPL by facsimile or electronic mail transmission. If by facsimile or electronic mail transmission, written confirmation over the signature of the vendor must have been mailed and postmarked on or before the Quote Submission Deadline. Withdrawn quotes may be resubmitted up to the Quote Submission Deadline, provided that they are then fully in conformance with these terms and conditions.
- 13. <u>Rejection of Solicitation Responses</u>. IndyPL reserves the right to reject any or all quotes received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in IndyPL's best interest. Any vendor objecting to the rejection of a quote, or portion thereof, must submit a written protest stating the reasons for the protest to IndyPL within five (5) calendar days from the date of IndyPL's Written Notice of Intent to Enter into an Agreement (as provided in Attachment B).
- 14. Vendor Certification. By submission of a quote, the vendor certifies that:
 - a. The Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of IndyPL.
 - b. Pursuant to Indiana Code 5-22-16.5-8, the invited vendor is not engaged in any investment activities in Iran.
- 15. <u>Exceptions</u>. It is the intent of IndyPL to award a Services agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material conditions or requirement of the ITQ as an attempt by the vendor to vary the

terms of the ITQ, which, in fact, may result in giving such vendor an unfair advantage over other vendors. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the opinion of IndyPL, the exceptions alter the overall intent of this ITQ, unless the exception would be of material benefit to IndyPL.

- 16. <u>IndyPL's Right to Disqualify for Conflict of Interest</u>. IndyPL reserves the right to disqualify any vendor on the basis of any real or apparent conflict of interest that is disclosed by the quote submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any vendor submitting a quote herein waives any right to object at any future time, before any body or agency, including but not limited to, IndyPL, or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.
- 17. <u>Warranties</u>. Any vendor submitting a quote in response to this ITQ warrants and guarantees that the Vendor is fully capable of performing each task as set forth in the quote. No limitation or exception to this warranty provision will be acceptable to IndyPL; except, it is understood that the vendor is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.
- 18. <u>Covenant Against Contingent Fees</u>. The vendor warrants that no person or selling agent has been employed or retained to solicit or secure the services agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business.
 - For breach or violation of this warranty, IndyPL shall have the right to annul the Services agreement without liability or in its discretion to deduct from fees or payments due the vendor the commission, percentage brokerage or contingent fee.
- 19. <u>Gratuities</u>. IndyPL may, by written notice to the vendor, terminate the right of the vendor to proceed under the Services agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the vendor, or any agency or representative of the vendor, to any officer or employee of IndyPL with a view toward securing or amending, or the making of any determinations with respect to the performance of such Services agreement; provided that the existence of facts upon which IndyPL makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, IndyPL shall be entitled to pursue the same remedies against the vendor as IndyPL could pursue in the event of default by the vendor.
- 20. Diversity and Inclusion in Employment.
 - a. IndyPL is committed to providing an equal opportunity for utilization of Minority, Women, Veteran, and Disability Owned Business ("XBE") firms in all IndyPL business.
 - b. IndyPL extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal opportunity to compete for IndyPL business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.
 - c. It is the desire of IndyPL to measure utilization of XBE firms in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. vendors, who meet the City of Indianapolis or State of Indiana

- criteria of XBE firms or similar requirements for out-of-state firms, should indicate the appropriate certification and include a copy of such certification(s) in its quote.
- d. Any Contractor in performing services under an Agreement resulting from this ITQ shall not discriminate against any worker, employee or applicant because of race, creed, color, religion, gender, national origin, age, sex, ancestry, disabled veteran status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are considered, and employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability, or veteran status. Breach of this condition may be regarded as a material breach of the Services agreement.
- 21. <u>Protest of Award</u>. Any person who has an objection to the awarding of the services agreement to any vendor by IndyPL, shall lodge that protest, in writing, with IndyPL no later than 5:00 p.m. local time of the fifth (5th) calendar day following release of IndyPL's Notification of Award letter. IndyPL retains the right to reject all protests not filed within this time or those found to be without merit.
- 22. <u>Vendor Inquiries</u>. Any questions regarding this ITQ must be submitted in writing no later than the date established in Attachment B and shall be directed in writing via e-mail to the Point of Contact identified on the first page.
 - Include your name; the name of your company; the telephone number; address; and e-mail address of the person responsible for making decisions in your company.
- 23. <u>News Releases</u>. News releases pertaining to this ITQ, or the requested services shall not be made without written prior approval of IndyPL.
- 24. <u>Standard/Licensure Requirements</u>. The selected Contractor shall provide documentation to IndyPL evidencing all necessary licenses required to perform the services prior to the awarding of the contract.
- 25. <u>Out of State Vendors</u>. It shall be a condition to the services agreement that any out-of-state vendor that may be selected as Contractor shall be duly registered and qualified to do business within the State of Indiana.
- 26. <u>Confidential Information and Public Records</u>. Vendors are advised materials contained in the quotes are subject to the Indiana Public Records Act, IC 5-14-3 et seq. ("IPRA"), to which IndyPL must abide. After the contract award, the entire quote less any agreed upon confidential material, may be viewed and copied by any member of the public, including news agencies and competitors. Vendors claiming a statutory exception to the IRPA must:
 - a. Place all documents they consider confidential (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" with the Vendor Name, IndyPL Point of Contact Name, and the ITQ Title.
 - b. Provide a transmittal letter listing the included confidential material items.
 - c. Indicate in the transmittal letter by citing which statutory exception provision applies to each listed confidential material item.

IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim that the information designated is

confidential under one of the cited disclosure exceptions to the IPRA, it may either discuss its interpretation of the allowable exceptions with the vendor or reject the quote. If agreement can be reached on the nature of the requested confidential materials, the quote will be considered. If agreement cannot be reached, IndyPL will remove the quote from consideration for award and return the entire "Confidential" package to the vendor. The rest of the quote and other supporting documentation will not be returned to vendor and remain part of the ITQ file. IndyPL and the IPRA does not consider prices, fees, or wage rates to be confidential information as the information will be included in any agreement resulting from the ITQ. Neither party shall be liable for disclosures required by law.

VI. GENERAL TERMS AND CONDITIONS

Any vendor entering into a Service agreement with IndyPL must agree to several general terms and conditions. If a vendor cannot agree to any of the stated general terms and conditions, its Quote must clearly state the reason for any such non-compliance.

The submission of the quote herein constitutes the agreement of any vendor that any contract to be drawn as a result of an award herein will be prepared by IndyPL. The submission of a quote shall further constitute the agreement of each vendor that it shall not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The language of the services agreement to be executed will be drafted under the supervision of IndyPL's attorney and shall be the controlling document. Contractor may submit copies of their applicable standard contract forms for information purposes.

- 1. <u>Compliance With Laws</u>. In performing under a service agreement, or purchase order, the Contractor shall comply with all applicable laws, ordinances, rule, regulations, and codes of Federal, State, and local governments.
- Continuation During Disputes. The Contractor agrees that, notwithstanding the existence of
 any dispute between the parties, insofar as is possible under the terms of the services
 agreement to be entered into, each party shall continue to perform the obligations
 required of it during the continuation of any such dispute, unless enjoined or prohibited by
 any court.
- 3. Organization Employment Disclaimer. Any services agreement entered into as the result of this ITQ will not constitute, create, give rise to, or otherwise recognize a joint venture, agreement or relationship, partnership, or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Contractor will agree that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons.

The Contractor shall have sole responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Contractor in the performance of the contract and shall save and hold IndyPL harmless with respect thereto.

- 4. <u>Method of Payment</u>. IndyPL will provide a check for the full purchase price upon successful delivery of the replacement vehicles.
- 5. <u>Insurance</u>. Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between Contractor and IndyPL, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contractor's Service and activities, or presence at IndyPL Facilities, and any act or omission of Contractor or its employees and/or agents or Subcontractors in connection with the services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Contractor pursuant to the Agreement:
 - a. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor's activities at the Facilities. Any deductible shall be at Contractor's expense.
 - b. Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Contractor's employees, and Employer's Liability coverage in excess of the applicable state laws but no less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee and Two Million Dollars (\$2,000,000.00) policy limit.
 - c. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. IndyPL shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Contractor.
 - d. Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than Two Million Dollars (\$2,000,000.00).
 - e. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverage prescribed above in <u>sections (a), (b), and (c)</u> above, which such policy shall be written on an occurrence basis.
 - f. All insurance policies addressed in <u>Sections 5. (a), (b), and (e)</u> above shall be endorsed to name the following as additional insured's:
 - Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, Contractors, licensees, and successors.
 - g. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
 - h. Contractor shall deliver to IndyPL, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to Library by the

- aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate the Agreement immediately and/or deny Contractor access to Library facilities.
- I. These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.
- 6. <u>Suspension of Work/Termination or Suspension</u>. IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which the Contractor is employed by giving one (1) day written notice to the Contractor; however, if any portion of the Services shall be terminated or suspended, IndyPL shall pay the Contractor equitably for all services properly performed prior to termination. If the Services are suspended and the Contractor is not given an order to resume work within sixty (60) days from the effective date of the suspension, the Agreement will be considered terminated.
- 7. <u>Prime Contractor Responsibility</u>. Planned use of subcontractors in connection with providing the requested Services should be clearly explained and described in the vendor quote. The Contractor will be responsible, and must take responsibility, for the performance of the Services whether or not subcontractors are used.
 - In Contractor/subcontractor arrangements involving more than one firm, it does not matter to IndyPL which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Service. IndyPL will only enter into an Agreement with the prime Contractor.
- 8. <u>Confidentiality of Information</u>. The Contractor shall treat all information furnished by IndyPL and Services provided hereunder as confidential. The Contractor shall not disclose such information to others without the prior written consent of IndyPL.
- 9. <u>Audit of Quote Records</u>. The Contractor must keep all resulting quote records separate and make them available for audit by Library personnel or Indiana State Board of Accounts personnel during the term of the Agreement and upon request for a period of three (3) years after the end of the Agreement term and completion of the Services.
- 10. Employment Verification Requirements. Pursuant to Indiana Code §22-5-1.7-11, Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program ("E-Verify"). Contractor is not required to verify the work eligibility status of all newly hired employees through E-Verify if E-Verify no longer exists. Contractor shall not knowingly employ or contract with an unauthorized alien. Contemporaneously with the execution of this Agreement Contractor shall execute and deliver to IndyPL the attached Affidavit affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. To the extent applicable, Contractor's subcontractors shall certify to Contractor, as is consistent with federal law, that subcontractors are enrolled and participating in E-Verify and do not knowingly employ or contract with an unauthorized alien. Contractor shall maintain this certification throughout the duration of the term of a contract with a subcontractor. Such affidavit shall be in the form attached to this ITQ as Attachment C.

VII. QUOTE REQUIREMENTS

- Introduction. The following guidelines are provided to ensure the equitable evaluation of
 competitive sealed quotes and to contain the cost of preparation to some reasonable
 level. Therefore, the quote shall be prepared in accordance with the instructions outlined in
 this section. Vendor is advised to read this ITQ in its entirety. Failure to read and/or
 understand any portion of this ITQ shall not be cause for waiver of any portion of the ITQ.
- 2. <u>Specific Quote Format and Content</u>. Information contained in the quotes shall not exceed fifteen (15) pages, including the Vendor Quote Sheet and Non-Collusion Affidavit.
 - a. Vendor Quote Sheet and Non-Collusion Affidavit, completed and notarized, and included as Attachment A.
 - b. E-Verify Affidavit, completed and notarized, and included as Attachment C.
 - c. MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services, completed in full, and included as Attachment D.
 - d. Vendor may provide any other information within the maximum page limit that it believes may add to its quote. To the extent a vendor is incapable of complying with or takes exception to any aspect of the requirements, quote terms, and general terms and conditions described in the ITQ, the vendors shall specifically identify and describe such exceptions in this section of its response to this ITQ.
- 3. <u>Quote Submittal Instructions</u>. The quote package may be personally delivered, sent by mail, or delivery service, or sent via email as a .pdf to the Point of Contact at the address identified on the ITQ.

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

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

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

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

VIII. Quote Evaluation

Quotes will be evaluated by IndyPL, and a contract issued to the lowest, responsive, and responsible vendor pursuant to Indiana Code 5-22.

Attachment A Outreach Replacement Vehicles VENDOR QUOTE SHEET

Vendor:		
Address:		
City/State:		
Date:		
Vendor Certification:		
		have received and thoroughly reviewed the 0,2025 and understands the entire scope of Services.
		d, with complete understanding of the requirements cement Vehicle fully in accordance with the
Acknowledgment of Rece	eipt of Addenda	:
		ddenda which have been issued (if any) and I/we d their provisions in my/our quote:
Lump Sum Quote Includin	g Government [Documents Fee, Registration/Tire Tax, and Delivery:
For the Vehicle: \$	V	Vritten Amount:
Any Other Expenses:		
	\$	Written Amount:
	\$	Written Amount:
	\$\$	Written Amount:
Completion Time:		
Based upon Attachment I	Schedule of Ad	ctivities. I/we will provide the Vehicles on or before

September 1, 2025, assuming the Notification date is meet, and that I/we are not delayed by

work stoppages or other causes beyond our control.

Attachment A (Continued) Outreach Replacement Vehicles NON-COLLUSION AFFIDAVIT

Vendor:					
The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that Contractor has not, nor has any other member, representative, employee, or agent of the Contractor, entered into any combination, collusion, or agreement with any person relative to the quote by anyone at such letting, to prevent any person from submitting a quote, or to induce anyone to refrain from submitting a quote.					
The undersigned further deposes and states that this quote is made without reference to any other quote and without any agreement, understanding or combination with any other person referring to such quote.					
The undersigned further deposes and states that no person, firm, or entity has or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such quote.					
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 thisday of20					
My commission expires: (Signed)					
Residing in County, State of					

Attachment B Outreach Replacement Vehicles SCHEDULE OF ACTIVITIES

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

Event	Date
Issue the ITQ	March 10, 2025
Cutoff Date and Time for Questions	March 17, 2025, 5:00 pm EST
Answers to Questions Issued by Addendum	March 20, 2025, 5:00 pm EST
Quote Opening Virtual Meeting Information: Microsoft Teams meeting Join on your computer or mobile app	Manual 07, 0005, 2,00 mm FST
Join the meeting now Meeting ID: 213 899 031 203 Passcode: xp7zB7NS	March 27, 2025, 3:00 pm EST
Submission Deadline for 72 Hour Post-Quote Information	March 31, 2025, 3:00 pm EST
IndyPL Board Facilities Committee Meeting	April 15, 2025, 1:00 pm EST
IndyPL Board Meeting	April 28, 2025, 6:30 pm EST
Notice of Intent to Issue Purchase Order	April 30, 2025
Target Date for Issuance of Purchase Order	May 5, 2025
Final Date for Delivery of Vehicles	September 1, 2025

Attachment C Outreach Replacement Vehicles E-VERIFY AFFIDAVIT

Vendor:					
Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering a contract with the Indianapolis Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program is the E-Verify program no longer exists.					
The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis Marion County Public Library, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.					
Vendor or Contractor:					
By (Signature):					
(Printed Name and Title):					
(<u>Important – Notary Signature and Seal Required in the Space Below)</u>					
STATE OF Seal: COUNTY OF					
Subscribed and sworn to before me thisday of20					
My commission expires: (Signed)					
Residing in County, State of					

Attachment D

Outreach Replacement Vehicles MBE/WBE/VBE/DOBE Business Utilization Program Summary, and

MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction Goods/Supplies and Services

MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM SUMMARY

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

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

- MBE/WBE/DOBE Utilization Goals: This component requires vendors to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified by the City of Indianapolis' MBE/WBE/DOBE program at the minimum percentage stated in the invitation to bid/quote/proposal. To count towards the MBE/WBE/DOBE utilization goal, the MBE/WBE/DOBE must be certified in the category code(s) that will be used for the contract. A list of City-certified MBE/WBE/DOBEs is available on the City's website at https://www.indy.gov/activity/find-omwbd-contractor.
- 2. <u>Outreach/Good Faith Efforts</u>: 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/DOBEs.

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

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

- 1. <u>MBE/WBE/VBE/DOBE Utilization Goals Plan for Construction, Goods/Supplies, And Services Form,</u> to be submitted with the quote.
- 2. <u>Application For MBE/WBE/DOBE Program Waiver Form</u>, within three (3) business days of notification by IndyPL, if a vendor does not meet the stated minimum utilization goals, a request for Program Waiver shall be submitted for the required 72-hour Post-Quote Submission.

Attachment D (Continued)

Outreach Replacement Vehicles

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

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

Project:							
Submittal Due Date:			-				
Vendor:			Vendor Phone:				
Contact Name:			Vendor E-mail Address:				
Vendor <u>is □ is not</u> the total contract an		City-certified MBE	E/WBE/VBE/DO	DBE and will self-po	erform%	7 of	
Does an exclusive ag listed?□Yes □ No If ye				-			
Provide names of MB previously worked (if If vendor is awarded be utilized in the perf	any): this contr	act, the MBE/WBI	E/VBE/DOBE (City certified firms I			
Full Legal Name of Firm	MBE, WBE, VBE, or DOBE	Contact Person	Phone #	Description of Work	Dollar Amount	% Of Total Contrac Amount	
Vendor shall submit of the required utilization Post-Quote Submission	n goals fo n <u>shall</u> re:	or the contract. Fo sult in the disquali	ailure to providification and r	de the Application rejection of the qu	n for Waive		
Vendor's Signature: _				Dc	ate:		
Vendor's Printed Nar	ne and Tit	tle:					
ITO IT D						050010	

Attachment E Outreach Replacement Vehicles SPECIFICATIONS

2025 Ford Escape ST-Line with 300A Equipment Group

Drive Type: Front Wheel Drive with Electronic Traction Control

Power: 1.5 L EcoBoost Engine

Transmission: 8-Speed Automatic

Wheels: Standard 18" Aluminum Wheels with Rock Metallic paint

Exterior: All Standard Features, Star White Metallic Tri-Coat, with added Splash Guards

Interior: All Standard Features, Partial Vinyl and Cloth Seats with Red Stitching, with

added Floor Liners and Cargo Mat.

Safety: All Standard Equipment

Security: All Standard Equipment

Warranties: Bumper to Bumper: 3 years / 36,000 miles

Powertrain: 5 years / 60,000 miles

Safety Restraint Systems: 5 years / 60,000 miles

Corrosion (Perforation only): 5 years / Unlimited miles Roadside Assistance Program: 5 years / 60,000 miles

Entry Keys: Provide two (2) fobs and one (1) valet key.

Delivery

All vehicles shall be delivered to the Library Services Center, 2450 North Meridian Street, Indianapolis, IN 46208.

Attachment F Outreach Replacement Vehicles APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

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

		ant to IndyPL Invitation, this application for a (check each of the following which apply) \square WBE \square VBE \square DOBE Program Waiver is hereby submitted for the Project listed below by Venc	dor.
	Project Vende Vende	or Phone:	
	Conto	act Name:	_
	vend	or E-mail Address:	_
		empting to meet the Goals the Vendor made the following good faith efforts for the purpose on the Goals (Check all that apply). The minimum required to establish "good faith" effort is 70 to 20 to 2	
	<u>Item:</u> <u>Sco</u>	<u>Weigh</u>	nting
	1.	Vendor (check one of the following) \square did \square did not attend all pre-bid or pre-solicitation meetings held by the City to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunitie	10 s.
	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 busine assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for contract. Vvendor's written notification to the Office of the Mayor's Business Development Profor assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all documents.	the ogram
	4.	Vendor made the following efforts to select portions of the work to be performed by	10
		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 utilizati	ion.
	5.	Vendor contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids	15
	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 we reached. Provide detailed documentation of such contacts/ negotiations.		
	6.	If the vendor rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.	10
	7.	Vendor provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in	15
		effort to obtain MBE/WBE/VBE/DOBE utilization, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE utilization. Provide detailed documentation of such assistance.	

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ITQ IT Replacement Vehicle

The Indianapolis Public Library

Attachment F Outreach Replacement Vehicles (Continued) SAMPLE APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

	8.	Vendor provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work	10			
		with prompt access to the plans, specifications, scope of work and requirements of the contr	act.			
	9.	Vendor completed a follow-up to initial solicitations. Provide copy of all e-mails and call logs.	10			
	10.	Vendor has project joint venture agreement for this contract with an MBE/WBE/VBE/DOBE	15			
		business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE.VBE/DOBE minimum utilization shall be 30% or greater (or as may be designated by for this contract).	Owner			
	11.	Has a Mentor-Protégé Agreement with an MBE/WBE/VBE/DOBE business for this contract.	10			
		MBE/WBE.VBE/DOBE minimum utilization shall be 30% or greater (or as may be designated by for this contract).	Owner			
		TOTAL POINTS	:			
	<u>Withir</u>	n 3 business days of notification by IndyPL, vendor shall provide a completed Waiver Application	<u>on.</u>			
	Vend	dor certifies that all information contained herein and attached hereto is true and accurate an	d that			
	all go	ood faith efforts were made by vendor for the purpose of fulfilling the contract goals. Failure to will result in the bid/quote/proposal being determined non-responsive.				
	Vend	dor's Signature:Date:				
	ille.					
Γ	For Inc	dyPL use anly.				
		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 Waiversis:						
		Not Approved.				
		Approved subject to the following conditions /restrictions:				
		Approved subject to the following conditions/restrictions:				
	IndyPL	.'s Representative Signature:				
	-					
	iiie:	·				