



**THE INDIANAPOLIS PUBLIC LIBRARY
REQUEST FOR PROPOSALS
FOR
ELEVATOR AND ESCALATOR
MAINTENANCE SERVICES**

RFP Issue Date: December 5, 2014

Contact: Miguel Ruiz
Accounting Contract Administrator
The Indianapolis Marion County Public Library
2450 North Meridian Street
Indianapolis-Indiana 46208

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

I. BACKGROUND AND GENERAL INFORMATION

The Indianapolis Public Library ("IndyPL") by issuing this Request for Proposals ("RFP") is requesting proposals ("Proposals") from qualified Vendors ("Vendors") to provide Elevator and Escalator Maintenance Services ("Services") for one (1) branch library ("Branch"), the Central Library ("Central"), and the Library Services Center ("LSC") for a total of three (3) locations ("together referred to as Facilities"). The specific elevator, escalator, lift and dumbwaiter equipment ("Equipment") to be included in the Services is documented in **Attachment E** of this RFP. IndyPL plans to enter into a contractual Agreement ("Agreement") with one Vendor for the Services. The term Contractor ("Contractor") is used throughout this RFP to define the firm or firms selected to perform the Services described in this RFP.

This RFP describes the Services to be performed and contains an overview of the terms under which Services are to be provided.

The Contractor shall be an authorized and licensed company able to certify elevator, escalator, dumbwaiters, and sidewalk-lift systems in the State of Indiana. The Contractor shall have the capability and workforce to conduct regular testing, repair and maintenance of elevator and escalator systems and be able to provide Services

on an emergency basis. The Contractor shall conduct all regular testing of the elevator and escalator systems at the Facilities. In addition, the Contractor must prepare and file all City and State testing compliance reports as required.

Quarterly inspections, annual testing, and any other services shall be performed on the Equipment as required by law, regulation and/or local ordinance and other repair and maintenance services shall be provided on an as needed basis as warranted and requested by IndyPL. In the case of an emergency, the successful Vendor must be able to make technicians available on an immediate basis.

1. Response Due Date. The responses are due at the date, time, and location established in **Attachment C**.
2. Supervision. The Contractor's supervisory and management staff shall be available to meet with IndyPL staff, when requested, to discuss Services, daily requirements, and coordinate activities.
3. Contract Period. The Agreement shall cover the period from February 1, 2015, through January 31, 2018.
4. Renewal. The Agreement may be renewed at the expiration of its term by mutual agreement of the parties. The Agreement may be renewed for up to two (2) additional and separate one (1) year terms.
5. Renewal Notice. Notice of intent to renew the Agreement will be given to the Contractor in writing by IndyPL at least sixty (60) days before the expiration date of the Agreement. Neither this paragraph nor any renewal notice provision in the Agreement shall commit IndyPL to renew the Agreement.
6. Definitions. The term Vendor ("Vendor") denotes those firms submitting a Proposal in response to this RFP. The term Contractor ("Contractor") is used throughout this RFP to define the firm or firms selected to perform the Services described in this RFP.
7. Equipment. The Contractor shall provide all the required equipment for the performance of the Services. Computers and communication devices required to perform the Services shall be provided, installed, maintained, and updated by the Contractor at the Contractor's sole expense.

II. REQUIRED SERVICES

The Vendor shall have, at a minimum, the capabilities listed in this RFP, and the Proposal submitted must reflect in detail the inclusion of these Services as well as the degree of expertise in utilizing these capabilities. Services requested will include but are not necessarily limited to the following:

1. Repair, maintenance and testing of elevator and escalator systems.
2. Annual Testing. Annual testing of the elevator and escalator systems and preparation and filing of City and State testing compliance reports, including, but not limited to the following:
 - a. Hydraulic Elevator – Pressure Relief Test and Yearly Leakage Test as required by

- the A.S.M.E. A-17.1 code;
 - b. Geared Elevator – Annual No Load Test as required by the A.S.M.E. A-17.1 code; and
 - c. Escalator – Annual Escalator Step/Skirt Performance Index Test as required by the A.S.M.E. A-17.1 code.
3. Quarterly Inspections. Quarterly inspections of the elevators and escalators, including but not limited to:
- a. Elevator emergency phone;
 - b. Elevator alarm bell;
 - c. Elevator door safety edge / photo eyes / infra-red edge;
 - d. Elevator car / hall buttons, position indicators, lanterns, and lights;
 - e. Elevator hydraulic oil level;
 - f. Elevator pit overflow can and pit equipment;
 - g. Elevator floor levels, up and down at all floors;
 - h. Elevator car top equipment including door belts;
 - i. Elevator door operation at all floors;
 - j. Elevator machine room equipment;
 - k. Examine error logs;
 - l. Lube all moving parts as required;
 - m. Escalator comb, step, handrail, skirt, and operating safety devices;
 - n. Escalator stop switch; and
 - o. Escalator speed governor.
4. Full Load Test. Five (5) Year Full Load Safety Test will be completed as a pre-authorized additional service. The Five (5) Year Full Load Test supersedes the Annual Safety Test for that year.
5. Emergency. In case of an emergency, the Contractor must have technicians available on an immediate basis. The expectation for emergency service is to have a qualified technician on-site within one (1) hour of notification of an emergency.
6. Additional Services. With the exception of quarterly inspection and annual testing of elevator and escalator systems, any testing, repair or maintenance service to be performed will be directed to the Contractor via work orders or by telephone only by authorized Facilities Management section personnel of IndyPL. Documentation of time and materials spent on each request for service shall be required.
7. Excluded Services. Monthly testing of elevators for Phase I and Phase II Fire Service and Emergency Phone Operation will be performed by IndyPL staff and are excluded from the scope of this RFP.

III. ATTACHMENTS

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

Attachment A – Library Facility Inventory and Hours of Operation

Attachment B – Vendor Fee Sheet and Non-Collusion Affidavit

In addition to submission of information required by the Vendor Fee Sheet, Vendors shall also propose a fee for any services that fall outside of the service requirements.

Vendors shall specify which costs, if any, are not included in the fees submitted in the Vendor Fee Sheet.

Attachment C – Request for Proposal Schedule

The Request for Proposal Schedule ("Schedule") for this RFP 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 D – E-Verify Affidavit

The Contractor must 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. IndyPL may terminate a resulting Agreement for default if the Contractor fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by IndyPL of such breach. As a condition to submitting a Proposal and to entering into an Agreement, the Contractor must execute the E-Verify Affidavit, which shall be an exhibit to the Agreement. Such affidavit shall be in the form attached to this RFP.

Attachment E – Equipment List

IV. PROPOSAL INFORMATION

1. Request for Proposal. IndyPL is contacting Vendors who have the potential to furnish the requested Services. Upon request, each Vendor will receive one copy of the RFP from IndyPL; Vendors are responsible for making copies as required to satisfy their needs. Vendors are encouraged to initiate preparation of their proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered and so adequate time is available to prepare a comprehensive and complete response.
2. Point of Contact. All communication with IndyPL must be directed to the single point of contact for IndyPL identified on the first page of the RFP.
3. Schedule of Activities. **Attachment C** outlines the schedule of major activities for the RFP and the Proposal selection process. IndyPL reserves the right to amend the schedule as necessary.
4. Vendor Qualifications: The Vendor shall have the following minimum qualifications:
 - a. A sound business reputation;
 - b. Proven capabilities in delivering Services on time and on budget;
 - c. Appropriate resources to satisfy the requirements for the Services requested by this RFP;
 - d. Demonstrated track record in similar service relationships;
 - e. Demonstrated track record in overall client satisfaction; and

- f. Demonstrated ability to provide services twenty four (24) hours a day, three hundred sixty-five (365) days a year.
5. Vendor Rights:
 - a. All materials submitted in response to this RFP 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, if selected.
 - b. Each Vendor, as an express condition for IndyPL'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 such Proposals. No submissions or supporting documentation will be returned to Vendor.
 - c. Vendors submitting Proposals should 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:
 - a. This RFP does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of a Proposal to this request, or to otherwise contract for any services.
 - b. IndyPL reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Vendors, to award only a portion of the Services, to award Services to more than one Vendor, or to cancel in part or in its entirety this RFP, if it is in the best interest of IndyPL to do so.
 - c. IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. The lowest fee Proposal shall not necessarily be selected. IndyPL specifically reserves the right to reject any or all Proposals or any part thereof; or to waive any defect or informality in a Proposal when it is determined by IndyPL to be in IndyPL's best interest.
 7. Late Proposals Not Considered. Proposals received after the stipulated Proposal Submission Deadline (defined in **Attachment C**) will not be considered.
 8. Inconsistency or Error in the RFP. Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency or error.
 9. Vendor Errors or Omissions. IndyPL is not responsible for any errors or omissions in Vendor's Proposal.
 10. Addenda. IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL in regard to the proposal instructions, services required, or proposal documents as described in this RFP. Any changes in or clarifications to this RFP will be in the form of a written addendum, which will be furnished to all Vendors who are listed with IndyPL as having received the RFP or to any other Vendor who requests an addendum.

11. Vendor Incurred Costs. The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP.
12. Modification or Withdrawal of Proposal:
 - a. A Proposal may not be modified, withdrawn or cancelled by a Vendor for ninety (90) days following the Proposal Submission Deadline and each Vendor so agrees in submitting the Proposal.
 - b. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the submission deadline.
 - c. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor and may be submitted to IndyPL by electronic mail transmission, telegram, telex or fax. If Vendor submits such notice by telegram, telex or fax, such written confirmation over the signature of the Vendor must have been mailed and postmarked on or before the Proposal Submission Deadline.
 - d. Withdrawn Proposals may be resubmitted up to the Proposal Submission Deadline, provided that they are then fully in conformance with these general terms and conditions.
13. Rejection of Solicitation Responses. IndyPL reserves the right to reject any or all Proposals 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 Proposal, 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 C**).
14. Vendor Certification. By submission of a proposal, the Vendor certifies that 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.
15. Exceptions. It is the intent of IndyPL to award an Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material condition or requirement of the RFP as an attempt by the Vendor to vary the terms of the RFP, 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 RFP, unless the exception would be of material benefit to IndyPL.
16. IndyPL's Right to Disqualify For Conflict of Interest. IndyPL reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Vendor submitting a Proposal waives any right to object at any future time, before any agency or board, including but not limited to, the IndyPL Board, or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.
17. Warranties. Any Vendor submitting a 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 IndyPL; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.

18. Covenant against Contingent Fees:

- a. The 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.
- b. For breach or violation of this warranty, IndyPL shall have the right to immediately terminate the Agreement without liability or in its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage or contingent fee.

19. Gratuities. IndyPL may immediately terminate consideration of a Vendor Proposal or the right of a Vendor to proceed under the Agreement if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Vendor, or any representative of the Vendor, to any officer or employee of IndyPL with a view toward securing the Vendor selection or Service Agreement, or the making of any determinations with respect to the issuance or performance of a 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. Affirmative Action in Employment:

- a. IndyPL is committed to providing an equal opportunity for participation of Minority, Women, or Veteran 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 participation of XBE firms in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. Vendors, who meet the City of Indianapolis or State of Indiana criteria of XBE firms or similar requirements for out-of-state firms, may indicate the appropriate certification, with a copy of such certification included in their SOQ.
- d. 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 or disability, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age or disability.

21. Protest of Award. Any person or entity who has an objection to the awarding of the 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 Notice of Intent to Enter into an Agreement letter. IndyPL retains the right to reject all protests not filed within this time and those found to be without merit.
22. Vendor Inquiries. Any questions that arise relating to this RFP shall be directed, in writing, or via e-mail to the Point of Contact identified on the cover page.
23. News Releases. News releases pertaining to this RFP or the Services requested shall not be made without prior written approval of IndyPL.
24. Standard/Licensure Requirements. The selected Contractor shall provide documentation to IndyPL evidencing all necessary business licenses to provide the Services prior to the awarding of the contract.
25. Out of State Vendors. It shall be a condition to the 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. 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).
27. Award. IndyPL reserves the right to award the Services Agreement to one (1) or more Vendors when it is deemed to be in IndyPL's best interest.

V. GENERAL TERMS AND CONDITIONS

IndyPL operates as a Municipal Corporation within the City of Indianapolis and Marion County. A Vendor entering into the Agreement with IndyPL must agree to a number of general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, its Proposal must clearly state the reason for any such non-compliance.

1. Compliance with Laws. In performing the Services, the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.
2. Continuation during Disputes. The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the 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:
 - a. Any Agreement entered into as the result of this RFP 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.

- b. The Contractor shall have the total 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 Services and shall save and hold IndyPL harmless with respect thereto.
4. Scope of Services. The data included in this RFP to define the scope of Services is for informational purposes only in the preparation of a Vendor's response to the RFP.
 5. Method of Payment. Contractor will be paid in accordance with payment procedures as stipulated in the Agreement. The Contractor shall be required to participate in the IndyPL Electronic Fund Transfer ("EFT") invoice payment program for the electronic transfer of funds directly to the Contractor's designated banking account for payment of approved invoices. Reports and invoices submitted must contain the purchase order number under which the Agreement is awarded. Contractor shall submit payments/invoices/reports to the addressee designated in the Agreement. The Contractor shall, at a minimum, submit monthly invoices, for each payment requested, such statement to also include a detailed breakdown of all charges. All invoices will be paid promptly by IndyPL unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.
 6. Insurance. Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between Contractor and IndyPL, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contractor's Service and activities, or presence at IndyPL Facilities, and any act or omission of Contractor or its employees and/or agents or Subcontractors in connection with the services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Contractor pursuant to the Agreement:
 - a. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) 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 (\$2,000,000.00) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor's activities at the Facilities. Any deductible shall be at Contractor's expense;
 - b. Business Automobile Coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00);
 - c. Workers' Compensation Insurance, affording coverage in accordance with the applicable state laws covering all of Contractor's employees, and Employer's Liability Coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee and Five Hundred Thousand Dollars (\$500,000.00) policy limit;

- d. Property Insurance Coverage for all materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. IndyPL shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Contractor.
- e. Umbrella Liability Insurance at not less than Five Million Dollars (\$5,000,000.00) limit for each occurrence providing for excess coverage over the limits and coverage prescribed above in sections (a), (b), (c) and (d) above, which such policy shall be written on an occurrence basis.
- f. All insurance policies addressed in Sections 6. (a), (b), and (e) above shall be endorsed to name the following as additional insured's:

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

- g. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
 - h. Contractor shall deliver to IndyPL, prior to commencement of 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.
 - i. These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.
7. Suspension of Work/Termination or Suspension. IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which the Contractor is employed by giving fourteen (14) days 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.
8. Prime Contractor Responsibility:
- a. Planned use of subcontractors in connection with providing the requested Services should be clearly explained and described in the Vendor Proposal. The prime Contractor will be responsible, and must take responsibility, for the performance under the entire Agreement whether or not subcontractors are used.
 - b. 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 as delineated in the Agreement. IndyPL will only enter into an Agreement with the prime contractor.

9. Confidentiality of Information. The Contractor shall treat all information furnished by IndyPL and services provided hereunder as confidential. The Contractor shall not disclose such information to others without the prior written consent of IndyPL.
10. Audit of Contract Records. The Contractor must keep all resulting contract records separate and make them available for audit by IndyPL personnel or Indiana State Board of Accounts personnel during the term of the Agreement and upon request for a period of 3 years after the end of the Agreement term and completion of the Services.
11. Form of Agreement. The submission of a response herein constitutes the agreement of any Vendor that any agreement to be drawn as a result of an award herein will be prepared by IndyPL under the supervision of IndyPL's attorney. The selected Vendor may be requested to submit copies of their applicable standard contract forms for information purposes.

VI. REQUIRED PROPOSAL FORMAT

1. General Requirements. The Proposals shall contain information responsive to the RFP and the items listed below.
2. Specific Proposal Format and Content. Information contained in the Proposals shall not exceed forty (40) pages, including the Vendor Fee Sheet and Non-Collusion Affidavit. 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 Fee 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, 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 person associated with IndyPL, and the Proposal will remain valid for at least ninety (90) days.
 - c. Vendor profile:
 - 1) Information relating to the business organization of the Vendor and any third-party or sub-contractor that may be partnering with the Vendor.
 - 2) Description of the Vendor's organization chart, names of employees primarily assigned to the Project, and the role of each employee.
 - d. Vendor experience providing Services:
 - 1) The Vendor shall provide the employee job qualifications for all positions to be filled in connection with the provided Services.
 - 2) The Vendor shall provide the resumes of all employees intended to serve IndyPL in supervisory and management roles for the provided Services.
 - e. Vendor references:

- 1) The Vendor shall provide a list of the major contracts presently held by the Vendor. The Vendor shall identify three (3) contacts from this list as references by providing the name, position, and phone number for the Contract Manager at each location.
 - 2) The Vendor shall provide a list of the major contracts that have been closed within the last three years. The Vendor shall identify three (3) contacts from this list as references by providing the name, position and phone number for the Contract Manager at each location.
 - f. Work Plan. The Vendor shall provide a work plan outlining the approach and procedures the Vendor intends to follow in providing the Services.
 - g. Vendor financial documentation. The Vendor shall provide financial statements covering the past three (3) years, demonstrating the Vendor possesses adequate reserves and financial capacity to perform the required Services.
 - h. E-Verify Affidavit. The Vendor shall provide a completed and notarized affidavit included as **Attachment D**.
 - i. Additional information. Vendor may provide any other information within the maximum page limit that it believes may add to its Proposal. To the extent a Vendor is incapable of complying with or takes exception to any aspect of the requirements, proposal terms, and general terms and conditions described in the RFP, the Vendors shall specifically identify and describe such exceptions in this section of its response to this RFP.
3. Proposal Submittal Instructions: One (1) **original**, two (2) **print** copies, and one (1) **electronic** PDF copy on a disc, flash, or thumb drive of the Proposal shall be sealed in a package(s) showing, in addition to IndyPL Point of Contact name and address, the following information on the outside of the package or envelope:
- a. Contractor's Name;
 - b. Request for Proposal title; and
 - c. Proposal Submission Deadline.

The Proposal package shall be personally delivered, sent by mail, or sent by delivery service to the Point of Contact at the address identified on the RFP cover page. Regardless of the mode of delivery, the Proposal must be received by IndyPL by the Proposal Submission Deadline in order to be considered.

4. Opening. The responses received by the deadline will be opened publicly at the date, time, and location established in **Attachment C**.
5. Additional Information. Following receipt of the Proposals, IndyPL reserves the right to request additional information from and conduct discussions with the Vendors reasonably susceptible of being awarded the work. IndyPL will not share information gathered in such discussions with other competing Vendors.

VII. EVALUATION CRITERIA

IndyPL will evaluate the proposals based on the criteria listed below:

- | | |
|---|-----|
| 1. Proposed overall cost. | 35% |
| 2. The satisfaction level of current and former clients of the Contractor under contracts for Services similar to the requirements of IndyPL. | 30% |
| 3. Demonstrated expertise in the areas of the requested services. | 25% |
| 4. Any other criteria deemed relevant by IndyPL. | 10% |

VIII. AWARD

The successful Contractor must be ready to proceed with the Services within seven (7) days after receipt of the Notice of Intent to Enter into an Agreement. IndyPL shall conduct a pre-services conference after to issuing the Notice of Intent to Enter into an Agreement establishing all lines of communication.

Attachment A
Library Facility Inventory and Hours of Operation

Facility Code	Facility Name	Street Address	Zip Code
LSC	Library Services Center	2450 North Meridian	46206
CEN	Central Library	40 East St. Clair	46206
SPK	Spades Park Branch	1801 Nowland Avenue	46201

Attachment B
Elevator and Escalator Maintenance Services
Vendor Fee Sheet and Non-Collusion Affidavit

VENDOR FEE SHEET

VENDOR: _____

Address: _____

City/State: _____

Telephone Number: _____ FAX _____

Agent of Vendor (if applicable): _____

Email address: _____

Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Request for Proposal (RFP) dated December 5, 2014, and have examined the Facilities.

Pursuant to notices given, the undersigned with complete understanding of the requirements and conditions, shall provide Elevator and Escalator Maintenance Services, and shall provide the Services fully in accordance with the requirements of the RFP.

Acknowledgement of Receipt of Addenda:

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

Addenda Received: _____

Annual Cost for Testing and Inspections:

<u>Facility and Equipment</u>	<u>Annual Cost</u>
Central Library	\$ _____
Library Service Center	\$ _____
Spades Park Branch Library	\$ _____
Total Annual Cost for Testing and Inspections	\$ _____

Attachment B (Continued)
Elevator and Escalator Maintenance Services
Vendor Fee Sheet and Non-Collusion Affidavit

VENDOR FEE SHEET

VENDOR: _____

Time and Material Billing Rate Schedule:

The Vendor agrees the rates quoted below will remain the same and stay in effect for the three (3) years of the contract period:

Mechanic Hourly Rate:	Regular \$ _____	Overtime \$ _____	Holiday \$ _____
Assistant Hourly Rate:	Regular \$ _____	Overtime \$ _____	Holiday \$ _____
Team Hourly Rate:	Regular \$ _____	Overtime \$ _____	Holiday \$ _____
Foreman Hourly Rate:	Regular \$ _____	Overtime \$ _____	Holiday \$ _____

Materials Mark-up:	% _____	
Trip Charge:	\$ _____	Per Trip.
Truck Charge:	\$ _____	Per Trip.
Fuel Surcharge:	\$ _____	Per Trip.
Mileage:	\$ _____	Per Mile.

Other Expenses Associated with the Services:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Attachment B (Continued)
Elevator and Escalator Maintenance Services
Vendor Fee Sheet and Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned, on behalf of the Vendor or Contractor, being first duly sworn, deposes and states that Vendor or Contractor has not, nor has any other member, representative, employee or agent of the Vendor or Contractor, entered into any combination, collusion or agreement with any person relative to the Service fees to be proposed by anyone at such letting, to prevent any person from submitting a proposal, or to induce anyone to refrain from submitting a proposal.

The undersigned further deposes and states 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.

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 proposal.

Vendor: _____

By (Written Signature): _____

By (Printed Name): _____

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 _____ 2014.

My commission expires: _____ Signed: _____

Residing in County, _____ State of _____

Attachment C
Elevator and Escalator Maintenance Services
Request for Proposal Schedule

RFP Issued	December 5, 2014
Public Notification of RFP	December 5 and 12, 2014
Facilities Available for Visits by Vendors	December 8 through 16, 2014 during regular service hour
Questions Due from Vendors to Library	December 16, 2014, at 4:00 PM local time
Answers to Questions sent to Vendors	December 17, 2014, at 4:00 PM local time
RFP Due and Public Opening ("Proposal Submission Deadline")	December 19, 2014, at 2:00 PM local time
Library Selection Committee Meets to Review Received Proposals	December 22, 2014
Library Selection Committee Request Additional Information and/or discussions with Vendors Reasonably Susceptible of Being Awarded the Contract for Services with IndyPL Selection Committee – If Needed	December 22, 2014
Additional Information and/or discussions with Vendors by IndyPL Selection Committee – If Needed	January 7, 2015
Library Selection Committee Meets to Review Selected Proposals	January 8, 2015
Preliminary Recommendation Presented to the Library Board Building Committee	January 13, 2015
Final Recommendation to the Library Board of Trustees at their monthly public meeting.	January 27, 2015
Notification of Intent to Enter Into an Agreement	January 28, 2015
Agreement Executed	January 30, 2015
Agreement Begins 12:01 AM	February 1, 2015

Attachment D
Elevator and Escalator Maintenance Services
E-Verify Affidavit

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.

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: _____

By (Written Signature): _____

By (Printed Name): _____

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 _____ 2014.

My commission expires: _____ Signed: _____

Residing in County, _____ State of _____

Attachment E
Elevator and Escalator Maintenance Services
Equipment List

Facility	Equipment	Location	Facility ID	State ID
Central Library				
	Schindler Hydraulic Passenger Elevator	West Reading Room	#1	111744
	Schindler Hydraulic Passenger Elevator	Atrium	#2	111706
	Schindler Geared Passenger Elevator	North Building	#3	111713
	Schindler Geared Passenger Elevator	North Building	#4	112540
	Schindler Geared Freight Elevator	North Building	#5	111715
	Schindler Hydraulic Passenger Elevator	Atrium	#6	111712
	TK Hydraulic Passenger Elevator	Garage	#7	TBD
	Schindler Escalator	2 to 1	# 1	110333
	Schindler Escalator	1 to 2	# 2	110332
	Schindler Escalator	3 to 2	# 3	110335
	Schindler Escalator	2 to 3	# 4	110334
	Schindler Escalator	4 to 3	# 5	110337
	Schindler Escalator	3 to 4	# 6	110336
	Schindler Escalator	5 to 4	# 7	110339
	Schindler Escalator	4 to 5	# 8	110338
	Schindler Escalator	6 to 5	# 9	110341
	Schindler Escalator	5 to 6	# 10	110340
	Gillespie Trash lift (sidewalk lift)	Garage	TL	110103
	Atlas Dumbwaiter	Atrium	DW	112581
Library Service Center				
	KONE Hydraulic Passenger Elevator	Entry	#1	43681
Spades Park Branch Library				
	AMCO Hydraulic Passenger Elevator	South Addition	#1	46585