



THE INDIANAPOLIS PUBLIC LIBRARY REQUEST FOR PROPOSALS PEST CONTROL SERVICES

RFP Issue Date: March 13, 2020

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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 Pest Control ("Services") for twenty-one (21) branch libraries ("Branches"), the Central Library ("Central"), and the Library Services Center ("LSC") for a total of twenty-three (23) locations (together referred to as "Facilities".)

IndyPL intends to review the Proposals submitted by Vendors with the intent of entering into a contractual Agreement ("Agreement") with one Vendor for the Services described in the RFP.

IndyPL is seeking Vendors whose combination of experience, personnel, and processes will provide timely, cost-effective and exemplary Services. It is the intent of IndyPL to work with the selected Vendor for the Services to reach an agreed upon fee for the Services.

This RFP describes the Services and contains an overview of the terms and conditions for the Agreement.

1. Response Due Date. The responses are due at the date, time, and location established in **Attachment C**.
2. Partnerships in Response to the RFP. IndyPL will consider partnerships between Vendors to provide the Services.
3. Agreement Period. The Agreement period shall as described in **Attachment F**.
4. Definitions. The term Vendor ("Vendor") denotes those entities submitting a Proposal in response to this RFP. The term Contractor ("Contractor") is used throughout this RFP to define the entity selected to provide the Services described in this RFP.
5. Pre-Proposal Conference. A Pre-proposal Conference will be held at the date, time, and location established in **Attachment C**. Notification of planned attendance is required.

II. REQUIRED SERVICES

The Contractor shall have, at a minimum, the capabilities listed in this RFP, and the Proposal submitted shall reflect in detail the degree of expertise in utilizing these capabilities and the ability to provide and comply with the requirements hereof.

The Contractor shall have and maintain all proper and required licensures in the State of Indiana necessary to provide the Services. The Contractor shall have the capability and workforce to conduct the planning, coordination, implementation, and support of the required Services.

Specific Service requirements for are included in **Attachment A**.

III. ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Vendor Proposal Sheet and Non-Collusion Affidavit

In addition to submission of information required by the Vendor Proposal Sheet, if a Vendor believes that additional services or adaptations for the Services beyond those specified in the RFP are required or recommended to fulfill the RFP's 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 Proposal 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 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 shall also 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 shall 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 shall execute the E-Verify Affidavit, which shall be an attachment to the Agreement. Such affidavit shall be in the form attached to this RFP.

Attachment E – Terms and Conditions Governing the Agreement

Attachment F – Draft Agreement

Attachment G – Facilities Floor Plans

IV. GENERAL TERMS AND CONDITIONS GOVERNING THE RFP

1. Request for Proposal. IndyPL is notifying Vendors who have the potential to furnish the requested Services. Upon request, each Vendor will receive one copy of the RFP from IndyPL or receive a copy via download from IndyPL's website. 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, to allow time for all relevant questions and information needs to be identified and answered, and for preparation of a comprehensive and complete response.
2. Point of Contact. All communication with IndyPL shall 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 Contractor 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 and required licensures in the State of Indiana necessary to provide the Services;
 - 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 planning, coordination, implementation, and support for similar service relationships; and
 - e. Demonstrated track record in overall client satisfaction.
5. Vendor Rights. All materials submitted in response to this RFP become the property of IndyPL upon delivery, shall not be returned to the Vendor and may be appended to any formal documentation, which would further define or expand the

contractual relationship between IndyPL and a selected Vendor. 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.

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. 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 Project. IndyPL reserves the right to accept or reject any or all Proposals received as a result of this RFP, 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. 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 defects or informalities 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 established 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 requirements, 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 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. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the Proposal Submission Deadline. Notice of pre-submittal date withdrawal shall be in writing over the

signature of the Vendor or 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 shall have been mailed and postmarked on or before the Proposal Submission Deadline. 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, shall 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 established 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, IndyPL Board of Trustees, 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 providing the Services and 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. 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.

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 Contractor under the Agreement if it is found that gratuities in the form of entertainment, gifts or otherwise of any value 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 Agreement, or the making of any determinations with respect to the issuance or performance of an 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 or Contractor as IndyPL could pursue in the event of default by the Vendor or Contractor.

20. Diversity and Inclusion in Employment.

- a. IndyPL is committed to providing an equal opportunity for participation of Minority, Women, Disabled 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 Proposal.
- d. Any Contractor in performing work under an Agreement resulting from this RFP shall not discriminate against any worker, employee or applicant because of race, creed, color, religion, gender, national origin, age or disability or veteran status, 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, disability or veteran status.

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 shall not be made without prior approval of IndyPL.
24. Standard/Licensure Requirements. The 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 the 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 to one (1) or more Vendors when deemed to be in IndyPL's best interest.

V. REQUIRED PROPOSAL FORMAT

1. General Requirements. The Proposals shall contain all 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) double-sided pages, including the Vendor Proposal Sheet and Non-Collusion Affidavit, and excluding the cover sheets and tab dividers. In order to facilitate comparison and review of the Proposals, each Vendor should use tab dividers with section numbers and titles consistent with the format outlined below:
 - a. 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) Include a statement of availability to meet the schedule in **Attachment C**.
 - 4) 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.
 - b. Vendor Proposal Sheet and Non-Collusion Affidavit included as **Attachment B**.
 - c. Vendor Profile and Experience:
 - 1) Background information on the Vendor and its operations, including years in business, the nature of services provided, and the size of permanent staff and crew.

- 2) Information relating to the business organization of the Vendor and any third-party or sub-contractor that may be partnering with the Vendor.
 - 3) Description of the Vendor's organization chart, names of employees primarily assigned to the Services, and the role of each employee.
 - 4) The Vendor shall provide the resumes of all employees intended to serve in supervisory and management roles for the Services.
 - 5) Description of any incidents or claims against a contract, or pending litigations to which the Vendor is a party.
- d. Vendor References:
- 1) The Vendor shall provide a list of the major contracts presently held by the Vendor representative of Services similar to the RFP. 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 representative of the Services similar to the RFP 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.
- e. The Vendor shall provide a work plan outlining the approach, processes, and procedures the Vendor intends to follow in providing the Services. The work plan shall identify equipment, vehicles, traffic control, staffing requirements, tracking methods, waste control, and any special procedures. The work plan shall identify the proposed methods and timelines for communication with IndyPL.
- f. Provide financial statements or other suitable documentation covering the past three (3) years, demonstrating the Vendor possesses adequate reserves and credit capacity to perform the Services required by the RFP. The required financial documentation does not count against the maximum page count, and can be treated as a confidential document under separate cover.
- g. Executed E-Verify Affidavit included as **Attachment D**.
- h. 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, including **Attachments E and F**, the Vendor shall specifically identify and describe such exceptions in this section of its response to this RFP.
- i. Additional information. Vendor may provide any other information within the maximum page limit that they believe may add to their Proposal.
3. Proposal Submittal Instructions. One (1) original, three (3) print copies, and one (1) electronic PDF copy on a disc, flash, or thumb drive of the Proposal shall be sealed in a package addressed to the IndyPL Point of Contact. Include the following information on the outside of the package:
- a. Vendor's Name.
 - b. Request for Proposal title.

The Proposal package shall be personally delivered, sent by delivery service, or sent by mail to the Point of Contact at the address identified on the RFP cover page. Regardless of the mode of delivery, the Proposal shall be received by IndyPL by the Proposal Submission Deadline established in **Attachment C** 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 to clarify the Proposals with Vendors reasonably susceptible of being awarded the Services. IndyPL will not share information gathered in such discussions with any other competing Vendors.
6. Best and Final Proposals. Following the additional information and/or discussions with the Vendors reasonably susceptible of being awarded the Services, IndyPL reserves the right to request the Vendors provide a Best and Final Proposal. The terms and conditions for submitting a Proposal described above, including late submission, inconsistency or errors, Vendor incurred costs, modification or withdrawal, apply to the Best and Final Proposal.
7. Confidential Information and Public Records. All materials submitted in response to this RFP become the property of IndyPL and shall be subject to disclosure under 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 from disclosure under the IPRA of information included in its Proposal 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 RFP Title.
 - b. Indicate in the transmittal letter for the Proposal that confidential information or materials are included in the submission along with a general description of the information for which confidential treatment is sought.
 - c. Indicate in the transmittal letter which statutory exception(s) provision of the IPRA applies to each listed confidential material item.
 - d. Provide a redacted version of the Proposal section to properly identify (and black-out) those sections of the Proposal for which Vendor claims an exception from disclosure under the IPRA.

IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim 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 Proposal. If agreement can be reached on the nature of the requested confidential materials, the Proposal will be considered. If agreement cannot be reached, IndyPL will remove the Proposal from consideration for award and return the entire "Confidential" package to the Vendor. The rest of the Proposal and other supporting documentation will not be returned to Vendor and remain part of the RFP file. IndyPL will not consider prices, fees, or wage rates to be confidential information. By submission of its Proposal a Vendor acknowledges that IndyPL is required to make disclosures as required by law, and nothing herein shall obligate IndyPL to defend a Vendor's designation of its Proposal or portions thereof as

confidential and excepted from disclosure. IndyPL shall not be liable for disclosures required by law.

VI. EVALUATION CRITERIA

IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. Upon review of the information included in the Proposals, IndyPL will select the Vendor, or Vendors, that best meet the needs of IndyPL based on a combination of all of the criteria. Overall cost, although an important factor, will be only one of the criteria considered. IndyPL will evaluate the Proposals based on the criteria listed below in no particular order of priority:

1. The satisfaction level of current and former clients of the Vendor under contracts similar to the requirements of IndyPL;
2. Proposed overall cost;
3. Effectiveness of the Work Plan; and
4. Any other criteria deemed relevant by IndyPL.

VII. AWARD

The Contractor shall be ready to proceed with the Services within seven (7) days after the later of receipt of the Notice of Intent to Enter into an Agreement. IndyPL shall conduct a conference with the selected Vendor(s) after issuing the Notice of Intent to Enter into an Agreement. The purpose of this conference will be establishing all lines of communication, to review equipment, schedules, work procedures, and other matters.

Attachment A
Request for Proposals
Pest Control Services
Scope of Services

Facility Inventory

Facility Name	Address	Zip Code	
BGR	Beech Grove Branch	1102 Main Street	46107
CEN	Central Library	40 East St. Clair	46206
COL	College Avenue Branch	4180 College Avenue	46205
DEC	Decatur Branch	5301 Kentucky Avenue	46221
EAG	Eagle Branch	3905 Moller Road	46222
E38	East 38 th Street Branch	5420 E. 38 th Street	46218
EWA	East Washington Branch	2822 East Washington Street	46219
FRA	Franklin Road Branch	5550 S. Franklin Road	46239
GPK	Garfield Park Branch	2502 Shelby Street	46203
GLD	Glendale Branch	6101 N. Keystone Avenue	46220
HVL	Haughville Branch	2121 West Michigan Street	46222
IRV	Irvington Branch	5625 East Washington Street	46219
LAW	Lawrence Branch	7898 Hague Road	46256
LSC	Library Services Center	2450 North Meridian	46208
MAR	Martindale BTW Branch	2434 North Sherman Drive	46218
MIC	Michigan Road Branch	6201 Michigan Road	46268
NOR	Nora Branch	8625 Guilford Avenue	46240
PIK	Pike Branch	6525 Zionsville Road	46268
SOU	Southport Branch	2630 East Stop 11 Road	46227
SPK	Spades Park	1801 Nowland Avenue	46201
WRN	Warren Branch	9701 East 21st Street	46229
WAY	Wayne Branch	198 South Girls School Road	46231
WIN	West Indianapolis Branch	1216 Kappes Street	46221

Branches Not Included in the Scope of Services

InfoZone Branch

Attachment A
Request for Proposals
Pest Control Services
Scope of Services

REQUIRED SERVICES

The successful 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.

1. Services: The contractor shall provide regular monthly services to control general pests, insects, and rodents. Specifically excluded are routine services for subterranean termites, bed bugs and wild animal control.
2. Locations and Extent of Services: During the term of the agreement, Contractor shall provide the services on a monthly basis to all Facilities. Services shall be performed on all common areas, restrooms, non-public areas, mechanical rooms, janitor closets, drop box locations used to deposit Library materials, break rooms and the exterior of all locations. If follow-up treatments are necessary between regular monthly service visits to any of the Facilities, such services will be provided at no additional cost or expense to IndyPL.
3. Service Hours: Services shall be provided while the building is not occupied, preferably in the evening, to allow maximum odor dissipation and treatment drying time prior to occupancy.
4. Bookmobile: IndyPL, at its sole discretion, may request Contractor to perform Additional Services on the Bookmobiles for a charge consistent with that proposed by the Vendor in **Attachment B**.
5. Additional Services: At the request of IndyPL's Manager, Buildings and Grounds, the Contractor may be required to provide additional services beyond the regular monthly Services ("Additional Services".) The Contractor shall work with IndyPL's Manager, Buildings and Grounds to fully understand the scope of the requested Additional Services, and provide either a lump-sum or time and materials/not-to-exceed quote for IndyPL review and approval prior to commencement of the Additional Services. Any Additional Services shall require a purchase order properly executed by IndyPL, and any and all changes, revisions or modifications to any work orders or change orders must be previously authorized in writing only by IndyPL's Manager, Buildings and Grounds. Examples of Additional Services include, but are not limited to:
 - a. Subterranean termite removal.
 - b. Wasp, hornet and bee nests.

Attachment A
Request for Proposals
Pest Control Services
Scope of Services

6. Emergency Services: In case of an emergency and at the request of IndyPL's Manager, Buildings and Grounds, the Contractor shall have staff immediately available to assist in the response to an emergency consistent with the responsibilities for Pest Control Services. The Contractor shall maintain records of the time and material expenses incurred in response to the emergency for review and approval by IndyPL prior to invoicing.

Attachment B
Request for Proposals
Pest Control Services
Vendor Proposal Sheet and Non-Collusion Affidavit

VENDOR PROPOSAL SHEET

VENDOR: _____

Address: _____

City/State: _____

Telephone Number: _____

Agent of Vendor (if applicable): _____

Email address: _____

Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Request for Proposals (RFP) dated March 13, 2020, including the addenda listed below, and have visited the Library sites to understand the entire Scope of Services required under the RFP.

Pursuant to notices given, the undersigned, with complete understanding of the requirements and conditions, 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: _____

Attachment B
Request for Proposals
Pest Control Services
Vendor Proposal Sheet and Non-Collusion Affidavit

VENDOR FEE SHEET

PRICE CERTIFICATION

If the Vendor's Proposal is accepted, the Vendor agrees to enter into an Agreement with the Library to provide the Services as specified for the following prices:

Monthly Pest Control Service for Indianapolis Public Library Facilities

Beech Grove Branch Library	1102 Main Street	\$ _____
Martindale BTW Branch	2434 North Sherman Drive	\$ _____
College Branch Library	4180 North College Avenue	\$ _____
Decatur Branch Library	5301 Kentucky Avenue	\$ _____
Eagle Branch Library	3905 Moller Road	\$ _____
East 38 th Street Branch Library	5420 East 38 th Street	\$ _____
East Washington Branch	2822 East Washington Street	\$ _____
Franklin Road Branch Library	5550 South Franklin Road	\$ _____
Glendale Branch Library	6101 North Keystone Avenue	\$ _____
Haughville Branch Library	2121 West Michigan Street	\$ _____
Irvington Branch Library	5625 East Washington Street	\$ _____
Lawrence Branch Library	7898 North Hague Road	\$ _____
Nora Branch Library	8625 North Guilford Avenue	\$ _____
Pike Branch Library	6525 Zionsville Road	\$ _____
Garfield Park Branch Library	2502 Shelby Street	\$ _____
Southport Branch Library	2630 East Stop 11 Road	\$ _____
Spades Park Branch Library	1801 Nowland Avenue	\$ _____
Warren Branch Library	9701 East 21 st Street	\$ _____
Wayne Branch Library	198 South Girls School Road	\$ _____
West Indianapolis Branch	1216 Kappes Street	\$ _____
Library Services Center	2450 North Meridian Street	\$ _____
Central Library	40 East St. Clair St.	\$ _____

Other Expenses:

_____ \$ _____
 _____ \$ _____

Total Monthly Pest Control Fee Proposal:

\$ _____

Additional and Emergency Services:

Bookmobile treatment (per vehicle and per visit) \$ _____
 Additional and Emergency Services hourly rate \$ _____
 Trip Charge \$ _____

Material Markup Rate:

% _____

Attachment B
Request for Proposals
Pest Control Services
Vendor Proposal Sheet and Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned, on behalf of the Vendor, being first duly sworn, deposes and states that the Vendor has not, nor has any other member, representative, employee or agent of the Vendor, entered into any combination, collusion or agreement with any person relative to the 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 (Signature): _____

Printed Name and Title: _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

Seal:

COUNTY OF _____

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

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Proposal Contents Checklist:

- _____ Vendor Introduction and Cover Letter.
- _____ Vendor Proposal Sheet and Non-Collusion Affidavit included as **Attachment B**.
- _____ Vendor Profile and Experience.
- _____ Vendor References.
- _____ Vendor Sample Work Plan.
- _____ Executed E-Verify Affidavit included as **Attachment D**.
- _____ Comments on the Terms and Conditions included in **Attachments E and F**.
- _____ Vendor Additional Information within the maximum page limit.
- _____ One (1) original, three (3) print copies, and one (1) electronic PDF copy.

Attachment C
Request for Proposals
Pest Control Services
Schedule of Activities

RFP Issued	March 13, 2020
Public Notices	March 13 and March 20, 2020
Pre-Proposal Conference and Site Tour	March 24, 2020, 2:00 PM local time Library Services Center Room 226 2450 N. Meridian Street Indianapolis, IN 46208
Facilities Available for Site Visits	March 16, 2020 through April 1, 2020 during normal open to public hours
Questions Due from Vendors to IndyPL	March 26, 2020, 5:00 PM local time
Answers to Questions sent to Vendors	March 30, 2020
RFP Due and Public Opening ("Proposal Submission Deadline")	April 2, 2020, 2:00 PM local time Library Services Center Room 210 2450 North Meridian Street Indianapolis, IN 46208
If Needed – IndyPL Submits Questions to and/or Requests Discussions with Vendors Reasonably Susceptible of Being Awarded the Contract	April 7, 2020, 2:00 PM local time
If Needed – Responses to Questions and/or Discussions with Vendors by IndyPL Selection Committee	April 9, 2020, 2:00 PM local time
Preliminary Recommendation Presented to IndyPL Board Facilities Committee	April 14, 2020
Final Recommendation to IndyPL Board of Trustees at their monthly public meeting.	April 27, 2020 6:30 PM local time Nora Branch 8625 Guilford Avenue Indianapolis, IN 46240
Notification of Intent to Enter Into an Agreement	April 28, 2020
Commencement of Services	May 1, 2020

Attachment D
Request for Proposals
Pest Control 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 IndyPL is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if E-Verify no longer exists.

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

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

(Contractor): _____

By (Written Signature):

(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 _____ 20__.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment E
Request for Proposals
Pest Control Services
Terms and Conditions Governing the Agreement

IndyPL operates as a Municipal Corporation within the City of Indianapolis and Marion County. In addition to the requirements included in Article II of the RFP, a Contractor entering into a contract with IndyPL shall agree to a number of general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, their Proposal shall clearly state the reason for any such non-compliance. The submission of a Proposal constitutes the agreement of the Vendor that any agreement to be drawn as a result of an award herein will be prepared by the IndyPL. The submission of a Proposal shall further constitute the consent of the 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 Agreement will be drafted under the supervision of IndyPL's attorney and shall be the controlling document. The Contractor may be requested to submit copies of their applicable standard contract forms for information purposes.

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. 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.

The Contractor shall have the 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 the Contractor in the performance of the Services and shall indemnify and hold IndyPL harmless with respect thereto.

4. 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 shall

Attachment E
Request for Proposals
Pest Control Services
Terms and Conditions Governing the Agreement

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 approved invoices will be paid within 30 days by IndyPL unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

5. Interest. If for some reason IndyPL is delayed in making prompt and timely payments for approved invoices per the Agreement, the maximum the Contractor may be entitled to accrue interest on the outstanding amount is a rate of one percent (1%) per month for each full calendar month.
6. Material Mark-up Expense. Contractor shall not be permitted to add a material mark-up expense or fee for additional equipment and/or materials secured and provided as part of the Services.
7. Pre-Payment for Equipment or Services. Unless authorized by a Resolution of the IndyPL Board of Trustees, IndyPL is not permitted to pay for any materials or services not yet on site or provided, nor is the Contractor permitted to invoice for materials or services not yet on site or provided.
8. Changes. Any and all changes, revisions or modifications to the Services must be previously authorized in writing by the IndyPL Designated Representative. IndyPL shall not be required to pay for any Services component provided under a change order that is not approved by IndyPL. Upon request, the Contractor shall provide documentation of time and material spent on each change order.
9. Insurance. Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between Contractor and IndyPL, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contractor's Service and activities, or presence at IndyPL facilities, and any act or omission of Contractor or its employees and/or agents or Subcontractors in connection with the Services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Contractor pursuant to the Agreement:
 - a. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor's activities at the facilities. Any deductible shall be at Contractor's expense.

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Request for Proposals
Pest Control Services
Terms and Conditions Governing the Agreement

- b. Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00.)
- c. Workers' Compensation insurance, affording coverage in excess of the applicable state laws covering all of Contractor's employees, and Employer's Liability coverage in excess of the applicable state laws but no less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee and Two Million Dollars (\$2,000,000.00) 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) limit for each occurrence providing for excess coverage over the limits and coverage prescribed above in sections (a), (b), (c) and (d) above, which such policy shall be written on an occurrence basis.
- f. All insurance policies addressed in Sections 6. (a), (b), and (e) above shall be endorsed to name the following as additional insured's:

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

Attachment E
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- i. These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.

10. Suspension of Work/Termination or Suspension. IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which the Contractor is employed by giving one (1) day written notice to the Contractor; however, if any portion of the Services shall be terminated or suspended, IndyPL shall pay the Contractor equitably for all work 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.

11. Prime Contractor Responsibility. Planned use of subcontractors in connection with providing the requested Services should be clearly explained and described in the Vendor Proposal. The Contractor shall be responsible for the performance of the Services under the Agreement 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 Services as delineated in the Agreement. IndyPL will only enter into an Agreement with the prime contractor. If a Subcontractor of Contractor fails to perform in a reasonable manner IndyPL may require Contractor to terminate the Subcontractor. Any increased cost or expense incurred by reason of any such termination shall be borne by Contractor.

At the request of IndyPL, Contractor shall promptly remove from IndyPL premises any employee of Contractor who, in the sole opinion of IndyPL, has been negligent, wasteful, dishonest or otherwise unsatisfactory in performing their duties.

12. State Sales Tax. IndyPL, as a Municipal Corporation, is Indiana State Sales tax-exempt. IndyPL will provide the tax-exempt certificate and supporting documentation following issuance of a Notice of Intent to Award a Contract.

13. Non-appropriation. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by IndyPL are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then IndyPL shall have the right to terminate the Agreement without penalty by giving written notice documenting the lack of funding.

14. Audit of Contract Records. The Contractor shall 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.

Attachment F
Request for Proposals
Pest Control Services
Draft Agreement

DRAFT AGREEMENT FOR PEST CONTROL SERVICES

THIS AGREEMENT FOR PEST CONTROL SERVICES ("Agreement") is entered into and made effective as of the 25th day of March, 2020, by and between the Indianapolis Marion County Public Library ("IndyPL") and _____ ("Contractor"). IndyPL and Contractor, in consideration of the mutual covenants, agreements and representations set forth below, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, hereby agree as follows:

ARTICLE 1: ENGAGEMENT

1.1 Engagement of Contractor. Subject to the terms and conditions of this Agreement, IndyPL engages Contractor to provide pest control services specified in Article 2 for the IndyPL facilities consisting of _____ located throughout Marion County, Indiana ("Facilities"). The Contractor hereby accepts this engagement by IndyPL with respect to such matters and for the compensation specified in Article 3 and the Term specified in Article 5.

1.2 Incorporation of Contract Documents. This Agreement incorporates the following additional contract documents, and except as this Agreement or the Contract Documents may be modified or amended in writing by mutual agreement of the parties, this Agreement and the attached Contract Documents constitute the entire agreement of the parties and supersede any prior agreements between the parties:

(A) Request for Proposals for Pest Control Services issued by IndyPL on March 13, 2020 ("RFP") (Attachment A); and

(B) Contractor Response to RFP dated April 2, 2020, ("Proposal") (Attachment B).

In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Contract Documents, the terms and conditions of this Agreement shall supersede, govern and control.

REQUIRED SERVICES

Attachment F
Request for Proposals
Pest Control Services
Draft Agreement

The successful 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.

7. Services: The contractor shall provide regular monthly services to control general pests, insects, and rodents. Specifically excluded are routine services for subterranean termites, bed bugs and wild animal control.
8. Locations and Extent of Services: During the term of the agreement, Contractor shall provide the services on a monthly basis to all Facilities. Services shall be performed on all common areas, restrooms, non-public areas, mechanical rooms, janitor closets, drop box locations used to deposit Library materials, break rooms and the exterior of all locations. If follow-up treatments are necessary between regular monthly service visits to any of the Facilities, such services will be provided at no additional cost or expense to IndyPL.
9. Service Hours: Services shall be provided while the building is not occupied, preferably in the evening, to allow maximum odor dissipation and treatment drying time prior to occupancy.
10. Bookmobile: IndyPL, at its sole discretion, may request Contractor to perform Additional Services on the Bookmobiles for a charge consistent with that proposed by the Vendor in **Attachment B**.
11. Additional Services: At the request of IndyPL's Manager, Buildings and Grounds, the Contractor may be required to provide additional services beyond the regular monthly Services ("Additional Services".) The Contractor shall work with IndyPL's Manager, Buildings and Grounds to fully understand the scope of the requested Additional Services, and provide either a lump-sum or time and materials/not-to-exceed quote for IndyPL review and approval prior to commencement of the Additional Services. Any Additional Services shall require a purchase order properly executed by IndyPL, and any and all changes, revisions or modifications to any work orders or change orders must be previously authorized in writing only by IndyPL's Manager, Buildings and Grounds. Examples of Additional Services include, but are not limited to:
 - a. Subterranean termite removal.
 - b. Wasp, hornet and bee nests.
 - c. Emergency Services: In case of an emergency and at the request of IndyPL's Manager, Buildings and Grounds, the Contractor shall have staff immediately available to assist in the response to an emergency consistent with the responsibilities for Pest Control Services. The Contractor shall maintain records of the time and material expenses incurred in response to the emergency for review and approval by IndyPL prior to invoicing.

Attachment F
Request for Proposals
Pest Control Services
Draft Agreement

ARTICLE 3: PAYMENTS TO CONTRACTOR

3.1 Payment for Services. IndyPL shall compensate Contractor for Services rendered by Contractor and approved by IndyPL at the rates set forth in Attachment B (Vendor Fee Sheet included in the Response to RFP). IndyPL shall only pay for those Services which are actually rendered by Contractor or its subcontractors (if any) and agreed to in writing by IndyPL. Any and all changes, revisions or modifications to any and all work orders or change orders must be previously authorized in writing by IndyPL. IndyPL shall not be required to pay for any Services provided under a work order or change order that is not signed by IndyPL.

3.2 Form of Invoice. Requests by Contractor for payments may be submitted on at least a monthly basis. Payment requests shall identify the Contractor employee performing the Service, Equipment used, Materials used, and Services provided, Service location and rate, and shall be forwarded to IndyPL for approval in the form specified by IndyPL, to the attention of Accounts Payable, 2450 N. Meridian Street, P.O. Box 211, Indianapolis, IN 46206-0211. IndyPL shall not be obligated to pay Contractor for any Services for which invoices are not provided to IndyPL or do not provide the information and attachments specified by IndyPL.

3.3 Electronic Fund Transfer. 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.

3.4 Timing of Payment; Notice of Improper Invoice. IndyPL shall pay Contractor for the Services supported by adequate invoices and documentation. IndyPL will pay the amount of the invoice within thirty (30) days of receipt of proper invoice and supporting documentation. IndyPL will provide Contractor notice within ten (10) days if the documentation is not proper. IndyPL is the sole judge as to the acceptability of the invoice and supporting documentation.

3.5 Reservation of Rights. IndyPL reserves the right to reject payment of any claim if the Services provided under this Agreement are not in IndyPL's opinion satisfactory or cannot be adequately verified.

3.6 Continuation during Disputes. In the event IndyPL rejects payment of any claim submitted by Contractor, Contractor shall continue providing the Services requested by the IndyPL pending resolution of the dispute.

ARTICLE 4: CONTRACTOR'S RESPONSIBILITIES

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4.1 Materials, Supplies and Equipment; Expenses. Contractor shall provide all labor, equipment and materials necessary to provide the required Services. Contractor shall be responsible for maintenance and repair of its equipment and the availability, presence and supervision of its employees.

4.2 Safety. Contractor shall perform the Services in a safe and sanitary fashion and shall be solely responsible for the safety of its employees and agents. Contractor shall meet all federal, state, and local laws, statutes, ordinances and regulations related to the Services performed and relating to the health, safety and welfare of its employees and agents. Equipment operated in the performance of Services under this Agreement shall be operated in such a manner so as to prevent damage to fences, signs, trees, shrubs, delineators, wheel stops, curbs, sidewalks, or other fixtures. Contractor shall be responsible for repairing all damage caused by its operations under this Agreement. IndyPL reserves the right to inspect and approve all of Contractor's and its approved sub-contractors' equipment, personnel, and practices prior to the commencement of services under this Agreement or at any other time deemed reasonably necessary by IndyPL.

4.3 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.

4.4 Liability. Notwithstanding anything to the contrary in the Proposal, Contractor shall be and remain liable for all damages to IndyPL caused by Contractor or its approved sub-contractors acts, errors, or omissions in the performance of any Services under this Agreement, including, but not limited to, costs of repair, experts, inspections, reasonable attorney's fees, claims and damages to third parties, and costs incurred because of delayed commencement, progress, or improper completion of Services or omissions.

4.5 Indemnification. Contractor shall defend, indemnify and hold harmless IndyPL and its trustees, directors, officers, agents, representatives, employees, contractors and licensees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of Contractor, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, whether active or passive, error, omission, conduct, or operation of Contractor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any

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insurance coverage required under this Agreement and shall survive the termination of this Agreement.

4.6 Subcontractors. Contractor shall obtain prior written approval from IndyPL for any subcontractor and subcontract agreements for any portion of the work performed under this Agreement and shall furnish copies of all executed sub-agreements to IndyPL. Contractor shall specifically bind every approved sub-contractor to all applicable terms and conditions of the Agreement for benefit of IndyPL. Failure to bind such subcontractors shall be considered a breach of this Agreement and may result in the termination thereof. Nothing in this Agreement nor any communication, directive, action, or failure to act on the part of IndyPL shall create any obligation on the part of IndyPL to pay or to see to payment of any monies due to any sub-contractor from Contractor.

4.7 Independent Contractors. It is expressly understood and agreed that Contractor is an independent contractor and not an employee of IndyPL. This 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 under this Agreement. Nothing in the Agreement shall create any contractual or other relationship between IndyPL and any sub-contractor having a contract with Contractor, nor shall it create any obligation on the part of IndyPL to pay or to see to payment of any monies due to any sub-contractor from Contractor. The Contractor represents and warrants that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL civil service, retirement or personnel rules accrue to such persons.

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

4.8 Suitability. Contractor shall provide competent, capable, experienced, and suitably qualified personnel for the performance of all Services under this Agreement. Contractor shall supervise and coordinate the work of its employees and approved subcontractors and shall be responsible for and liable to IndyPL for the work of its employees and approved subcontractors (if any). Any employee, representative, or approved subcontractor of Contractor who, in the opinion of IndyPL, is unqualified or unsuitable to provide the required Services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of IndyPL, be removed from performing any further Services to be provided under this Agreement.

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4.9 Laws, Rules, and Regulations. In performance of its Services, Contractor warrants that it has knowledge of, understands, and shall comply with all applicable federal, state, and local laws and regulations, including without limitation, those laws and regulations relating to the environment, health, safety, and welfare, discrimination in employment, conflicts of interest, and accounting records and requirements. SHOULD ANY APPLICABLE LAW OR REGULATION CHANGE DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE VERSION OF SUCH LAW OR REGULATION IN FORCE AT THE TIME OF THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

4.10 Permits and Licenses. Contractor and any of its approved subcontractors shall obtain and keep in effect all permits, licenses, registrations, insurance certificates, and other certificates or approvals required for every aspect of the Services performed under this Agreement. Upon IndyPL request, Contractor shall provide IndyPL with copies of all licenses, permits, registrations, insurance certificates, and other certificates and approvals related to performing the Services described under this Agreement. Contractor shall give IndyPL immediate verbal and written notice of any revocation or cancellation of any required license, permit, registration, and insurance, certificate or approval.

Contractor represents that it is registered and qualified with the Secretary of State of Indiana to transact business in the State of Indiana. Prior to commencing Services, Contractor shall provide IndyPL a Certificate of Existence (if an Indiana entity) or a Certificate of Authority (if a foreign entity) from the Secretary of State of Indiana showing that Contractor is registered and qualified to transact business in the State of Indiana.

4.11 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"). E-Verify is the electronic verification of work authorization program, authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, as amended. This provision applies to any contract for services entered into or renewed between INDYPL and Contractor after June 30, 2011. 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. Contractor signed the Affidavit in their Response to the RFP (Attachment B) affirming that Contractor does not knowingly employ an unauthorized alien. Ind. Code §22-5-1.7-11(a)(2). Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. To the extent that it applies, 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. Ind. Code §22-5-1.7-14. Contractor shall maintain this certification throughout the duration of the term of a contract with a subcontractor.

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4.12 Investment Verification Requirements of Ind. Code § 5-22-16.5-13. Pursuant to Ind. Code § 5-22-16.5-13(b), Contractor certifies that Contractor is not engaged in any investment activities¹ in Iran.²

ARTICLE 5: TERM OF AGREEMENT

5.1 Term. The Term of Contractor's Engagement is as follows:

(A) Original Term. The term of Contractor's engagement shall commence on May 1, 2020 and shall continue thereafter until April 30, 2023. ("Original Term") unless otherwise terminated in accordance with the terms hereof.

(B) Renewal. This Agreement may be renewed beyond the Original Term by written agreement of the parties. The term of the renewal may not be longer than the one (1) year but may be renewed for three (3) successive renewal periods of one (1) year each. All other terms and conditions of Agreement shall remain the same as set forth herein, and may be amended only by a written instrument signed by both IndyPL and Contractor and attached hereto as an amendment.

5.2 Termination.

(A) For Cause. If Contractor becomes insolvent, or if it refuses or fails to perform the Services provided by this Agreement, or if it refuses to perform disputed work or Services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant, or provision of this Agreement, then IndyPL may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given: (1) not less than seven (7) calendar days written notice of IndyPL's intent

1 Pursuant to Indiana Code § 5-22-16.5-8(a)(1-2), "Investment activities" include:

(A) Providing twenty million dollars (\$20,000,000) or more in value of goods or services in the Iranian energy sector. This includes providing oil or liquefied natural gas tankers and products used to construct or maintain pipelines that transport oil or liquefied natural gas, or

(B) If, acting as a financial institution as defined in Public Law 104-172, 50 U.S.C. 1701 note, a person extends twenty million dollars (\$20,000,000) or more to either:

(1) a person who will use such credit to provide goods or services to the Iranian energy sector, or

(2) a person already identified as engaging in investment activities with Iran.

"Energy sector of Iran" or "Iranian energy sector" means any activity to develop petroleum, natural gas, or nuclear energy. Indiana Code § 5-22-16.5-3.

2 "Iran" includes the Iranian government as well as any agency or instrumentality of such government. Indiana Code § 5-22-16.5-5.

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to terminate, and (2) an opportunity for consultation with IndyPL prior to termination.

- (B) Violation of Ind. §22-5-1.7 et. seq. IndyPL may terminate this Agreement if Contractor knowingly employs or contracts with an unauthorized alien³, or retains an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. To avoid termination, Contractor must remedy the violation within thirty (30) days of IndyPL notifying Contractor of the violation. IndyPL reserves the right to allow this Contract to remain in effect until Contractor procures a new contractor if termination of this Contract would be detrimental to public property or the public interest. In the event of termination under this subsection, Contractor may be liable for actual damages.
- (C) For Convenience. This Agreement may be terminated in whole or in part in writing by IndyPL for any reason, provided that Contractor is given thirty (30) days written notice of intent to terminate. If termination for convenience is effected by IndyPL, Contractor shall be paid in full for Services actually rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed Services or other work.
- (D) Notice of Termination. Upon receipt of a notice of termination, Contractor shall promptly discontinue all Services affected, unless the notice of termination directs otherwise.
- (D) Non-Appropriation. Notwithstanding any other provision of this Agreement, If funds for the continued fulfillment of this Agreement by IndyPL are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then IndyPL shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding.

ARTICLE 6: INSURANCE

6.1 Required Coverage. Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of the Agreement, which policies shall protect against any loss or claim arising from or relating to this Agreement, Contractor's activities or presence at the Facilities, and any negligent act or omission of Contractor or its employees and/or agents or subcontractors in connection with the Services provided under this Agreement, and shall cover the contractual indemnification liability assumed by Contractor pursuant to this 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

³ For the purpose of this Contract, "unauthorized alien," as defined in 8 U.S.C. §1324a(h)(3), is an alien not lawfully admitted for permanent residence, or not authorized to be so employed by U.S. Code, Title 8, Chapter 12 or by the Attorney General.

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injury, special form property damage, fire legal liability, contractual liability, independent contractors, errors and omissions, 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 or Subcontractors 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) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;
- (D) Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. The IndyPL shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Contractor.
- (E) Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections 6.1 (a), (b) and (c) above, which such policy shall be written on an occurrence basis.

6.2 Insurance Endorsements. All insurance policies addressed in Subsections 6.1. (a), (b) and (e) above shall be endorsed on the policy to name the following as additional insured's:

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

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 the IndyPL prior to cancellation, non-renewal or material modification.

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6.3 Certificates of Insurance and Endorsements. Contractor shall deliver to IndyPL, prior to commencement of Services under this Agreement, Certificates of Insurance and copies of Endorsements 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 and Endorsements are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate this Agreement immediately and/or deny Contractor access to the Facilities.

6.4 Minimum Requirements. These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.

6.5 Deductible or Self Insured Retention. If Contractor's insurance contains a deductible (or self-insured retention amount), Contractor shall disclose the amount, and be responsible for payment of any claim equal to or less than the deductible (or self-insured retention amount). IndyPL reserves the right to reject insurance policies with a deductible (or self-insured retention amount) in excess of \$15,000 for which adequate financial strength of the Contractor cannot be demonstrated to the satisfaction of IndyPL.

ARTICLE 7: GENERAL CONSIDERATIONS

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between IndyPL and Contractor. No statements, promises, or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by IndyPL or Contractor which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Agreement may be amended and modified only in writing signed by both the IndyPL and Contractor. THE CONTRACTOR AGREES THAT THIS AGREEMENT IS NOT AN EXCLUSIVE CONTRACT AND THAT, IF NECESSARY IN THE SOLE OPINION OF INDYPL, INDYPL IS FREE TO CONTRACT WITH OTHER COMPANIES TO PROVIDE THE SERVICES CONTEMPLATED UNDER THIS AGREEMENT.

7.2 Compliance with Laws and Regulations. This Agreement shall include, and incorporate by reference, any provisions, covenants, or conditions required or provided by law or by regulation of applicable local authorities, the State of Indiana or the federal government. This Agreement shall be construed under and governed by the laws of the State of Indiana, and the parties agree that the exclusive venue of any lawsuit between them will be in Marion County, Indiana. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

7.3 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors

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and permitted assigns, as the case may be. Notwithstanding the foregoing, Contractor shall not be entitled to assign or transfer all or any part of its rights, benefits and/or obligations under this Agreement without the prior written consent of IndyPL, which may be granted or denied in its sole discretion.

7.4 Records; Audit. Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of Services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Contractor shall also maintain the financial information and data used by Contractor in the submission or preparation of any cost submission, statement or summary submitted to IndyPL or any funding agency. IndyPL, its designee, or the Indiana State Board of Accounts shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine, inspect, audit, and copy directly pertinent books, documents, papers and records of Contractor involving any transaction related to this Agreement. The periods of access and examination as described herein shall continue until any disputes, claims, or litigation arising out of the performance of this Agreement has been resolved.

7.5 Attorney's Fees. Contractor shall be liable to IndyPL for reasonable attorney's fees incurred by IndyPL in connection with the enforcement of this Agreement or the collection, or attempt to collect, any damages arising from any act or omission of Contractor, or its approved subcontractors or from Contractor's failure to perform any Services or fulfill any obligations or responsibilities provided under this Agreement.

7.6 Other Contractors. IndyPL reserves the right to employ other contractors in connection with the Services contemplated by this Agreement. Contractor shall coordinate its work under this Agreement with any other contractor employed by IndyPL to perform similar or related Services.

7.7 Non-Discrimination. Contractor and approved subcontractors shall not discriminate against any employees or applicants for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, religion, color, age, gender, creed, disability, national origin, ancestry or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

7.8 Severability. In the event any provision of this Agreement is determined by a court of competent jurisdiction or by the laws of the State of Indiana to be null and void, such provision shall be stricken and all other provisions, which can be given effect independently of the stricken provision shall remain in full force and effect.

7.9 Conflict of Interest. Contractor certifies and warrants to INDYPL that neither it, nor its agents, representatives, or employees, who will participate in any way in the performance of Contractor's obligations under this Agreement has, or will have, any conflict of interest, direct or indirect, with IndyPL.

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7.10 Notices. When written notice is required by this Agreement, it shall be sufficiently given when personally delivered or sent by United States first class mail to Contractor at the following address, or to IndyPL at the following address:

CONTRACTOR:

IndyPL:

M. Jacqueline Nytes
Chief Executive Officer
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, Indiana 46208

7.11 Public Announcements. News releases or other means of communicating with the media pertaining to the Agreement or Services shall not be made without prior approval of IndyPL.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"CONTRACTOR"

"IndyPL"

INDIANAPOLIS-MARION COUNTY PUBLIC
LIBRARY

By: _____

By: _____

M. Jacqueline Nytes,
Chief Executive Officer

Attachment G

Building Floor Plans