



## **THE INDIANAPOLIS PUBLIC LIBRARY**

### **REQUEST FOR PROPOSALS**

#### **SNOW AND ICE REMOVAL SERVICES**

**RFP Issue Date:** November 6, 2013

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#### **I. BACKGROUND**

The Indianapolis Public Library ("Library") by issuing this Request for Proposals ("RFP") is requesting proposals ("Proposals") from qualified Vendors ("Vendors") to provide Snow and Ice Removal ("Services") for sixteen (16) branch libraries ("Branches"), the Central library ("Central"), and the Library Services Center ("LSC") for a total of eighteen (18) locations ("together referred to as Facilities".) The Library plans to enter into a contractual Agreement ("Agreement") with one or more Vendors for the Services.

This RFP describes the Services to be performed and contains an overview of the terms under which Services are to be provided. Vendors may offer Proposals for any and all combinations of Services contained in the Scope of the RFP. The Library will consider partnerships between Vendors to provide the full range of required Services.

The successful Vendor must have the capability to remove snow from parking lots and sidewalks and apply snow and ice melt within a short period of time at all Facilities when warranted. All Services shall be completed prior to the Library being open for business, or during the day as required by the weather event.

1. Vendor: The term Vendor ("Vendor ") denotes those firms submitting a Proposal in response to this RFP.
2. Contractor: The term Contractor ("Contractor") is used throughout this RFP to define the firm or firms selected to perform the Services described in this RFP.
3. Supervision: The Contractor's supervisory and management staff shall be available to meet with Library staff, when requested, to discuss Services, daily requirements, and coordinate activities.
4. Procedures: The Contractor and the Library shall mutually establish written procedures for the Services described herein.
5. 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**

1. Required Service Time – Overnight Weather Events: When required by overnight weather events, snow and ice shall be removed and snow/ice melt applied when applicable prior to the time Library Staff arrive to prepare the Facilities to open for public services. The Services are to be complete by 8:00 am Monday through Saturday, 10:00 am Sunday.
2. Required Service Time – Day Weather Events: When required by daytime weather events, snow and ice must be removed and snow/ice melt applied when applicable to maintain the Facilities safe and open for public services. The expectation is for snow and ice removal for walks to be on-going during the daytime weather event.
3. Sunday Services: All facilities are to receive Services on Sundays even if that particular Facility is not open for public service. The public does visit our locations to return materials.
4. Parking Lots: All drives and parking lots are to receive Services whenever we receive snow in excess of 1.5 inches. Pre-treatment with snow/ice melt may be needed as required by the weather event.
5. Walks and "No Doubt Service:" All walks are to have Services whenever we receive any snow or ice. Pre-treatment with snow/ice melt may be needed as required by the weather event.

6. Steps and Priority Service: The exterior steps at the Spades Park Branch, the East Washington Street Branch, and Central Library are to receive top priority Services, especially during daytime weather events.
7. Sidewalks: All public sidewalks and bus stop areas adjacent to the Facilities are to receive Services whenever we receive snow in excess of 1.0 inches. Pre-treatment with snow/ice melt may be needed as required by the weather event.
8. Snow/Ice Melt: The Contractor shall work with the Library Purchasing Agent for the on-demand delivery of 50# bags of snow/ice melt product to the Library Services Center. The Library provides staff at the Facilities snow/ice melt in reusable shakers for use during daytime weather events to assist in the maintenance of clear walks.
9. Communication: The Contractor shall have a designated single point of contact for communication with the Library concerning the progress of the Services, requests for additional Services, and coordination of schedules.
10. Opening Determination: For significant over-night weather events, the Library is to make a determination on opening or delaying of the opening by 6:00 am. The Contractor's contact person is to be in communication with the designated Library contact person to provide updates on the progress of the Services, overall conditions of the streets, and a projection for when the Services will be complete.
11. Contract Period: The Services Agreement shall cover the period from December 17, 2013 through October 1, 2016.
12. Renewal: The Contract may be renewed at the expiration of its term by mutual agreement of the parties. The renewal may be for up to two additional one-year periods.
13. Renewal Notice: Notice of intent to renew will be given to the Contractor in writing by the Library, normally 90 days before the expiration date of the current Services Agreement. This notice will not be deemed to commit the Library to renew the Services Agreement.

### **III. ATTACHMENTS**

1. Attachment A – Library Facility Inventory
2. Attachment B – Facilities Snow and Ice Removal Services 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.

3. Attachment C – Request for Proposal Schedule

The Request for Proposal Schedule ("Schedule") for this RFP is a guide. The Library reserves the right to make changes to the Schedule and will provide proper notification to all Vendors at the time any changes occur.

4. 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. The Library 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 the Library of such breach. As a condition 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.

#### **IV. PROPOSAL TERMS AND CONDITIONS**

1. Request For Proposal: The Library is hereby contacting Vendors who have the potential to furnish the requested Services. Upon request, each Vendor will receive one copy of the RFP from the Library; 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 the Library must be directed to the single point of contact identified on the first page of the RFP.
3. Schedule of Activities: The table in Attachment C outlines the schedule of major activities for the RFP and the Proposal selection process. The Library 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 set forth herein;
  - d. Demonstrated track record in 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 the Library upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between the Library and the Vendor, if selected. Each Vendor, as an express condition for the Library's consideration of such Vendor Proposal, agrees that the contents of every

other Proposal is confidential, proprietary and trade secret information in all technical areas and waives any right to access such Proposals. No submissions or supporting documentation will be returned to Vendor.

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

6. Reservation of Rights: This RFP does not commit the Library 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.

The Library 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 the Library to do so.

The Library will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to the Library's specific requirements. The lowest fee Proposal shall not necessarily be selected. The Library specifically reserves the right to reject any or all Proposals or any part thereof; or to waive any defects or informalities in a Proposal when it is determined by the Library to be in the Library's best interest.

7. Late Proposals Not Considered: Proposals received after the stipulated Proposal Submission Deadline 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 the Library in writing of such apparent discrepancy. Failure to so notify the Library by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency or error.
9. Vendor Errors or Omissions: The Library is not responsible for any Vendor's errors or omissions.
10. Addenda: The Library shall not be responsible for any oral instructions given by any employees of the Library in regard to the proposal instructions, specifications or proposal documents as described in this RFP. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with the Library as having received the RFP, or to any other Vendor who requests an addendum.
11. Vendor Incurred Costs: The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Library and will not be returned after the Proposal Submission Deadline.
12. Modification or Withdrawal of Proposal: A Proposal may not be modified, withdrawn or cancelled by a Vendor for one hundred eighty (180) 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 submission deadline.

Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor or may be by telegram, telex or FAX.

If by telegram, telex or FAX, written confirmation over the signature of the Vendor must 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: The Library reserves the right to reject any or all responses received, or any part thereof; to accept any response or any part thereof; or to waive any informalities when it is deemed to be in the Library'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 the Library within (5) calendar days from the date of the Library's Notification of Award letter.
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 the Library.
15. Exceptions: It is the intent of the Library to award an Agreement on a fair, competitive basis. For this reason, the Library may view the notation of any "Exception" in response to any material conditions or requirement of the RFP as an attempt by the Vendor to vary the terms of the RFP, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, the Library will, at its option, not allow exceptions to any material requirement if, in the opinion of the Library, the exceptions alter the overall intent of this RFP, unless the exception would be of material benefit to the Library.
16. Library's Right to Disqualify For Conflict of Interest: The Library reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to the Library. The right of disqualification is at the sole discretion of the Library. Any Vendor submitting a Proposal waives any right to object at any future time, before anybody or agency, including but not limited to, the Library, or any court, to the Library's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by the Library.
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 the Library; except, it is understood that the Vendor is not responsible

for any problems in performance caused by improper acts or omissions by the Library.

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

20. Affirmative Action in Employment: The Vendor may provide a certificate or statement regarding the status of the company as a Minority, Women, or Veteran Owned Business ("MBE/WBE/VBE") as part of the Proposal package. This certificate or statement is needed to comply with the Library Board's established diversity standards. The Library is committed to provide an equal opportunity for participation of MBE/WBE/VBE firms in all Library business.

It is the desire of the Library to achieve participation of MBE/WBE/VBE firms consistent with the City of Indianapolis' utilization policy in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. Vendors, who meet the criteria of MBE/WBE/VBE firms or similar requirements for out-of-state firms, shall provide a statement in the Proposal indicating the appropriate designation. A copy of a certification by the State of Indiana or the City of Indianapolis may be included in the Proposal. The Library extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for Library business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.

Any Contractor in performing under an Agreement resulting from this RFP 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 the Library, shall lodge that protest, in writing, with the Library no later than 5:00 p.m. local time of the fifth (5th) calendar day, following release of the Library's Notice of Intent to Enter into an Agreement letter. The Library 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 service or any part of the subject shall not be made without prior approval of the Library.
24. Standard/Licensure Requirements: The selected Contractor shall provide documentation to the Library 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. News Releases - News releases pertaining to the award of the Agreement or the Services or any part of the subject shall not be made without prior approval of the Library.
27. 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).
28. Award: The Library reserves the right to award the Services to one (1) or more Vendors when it is deemed to be in the Library's best interest.

## **V. GENERAL TERMS AND CONDITIONS**

The Library operates as a Municipal Corporation within the City of Indianapolis and Marion County. Any Vendor entering into a contract with the Library 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.

The submission of the proposal herein constitutes the agreement of any Vendor that any contract to be drawn as a result of an award herein will be prepared by the Library. The language of the Agreement to be executed will be drafted under the supervision of the Library's attorney and shall be the controlling document.

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 the Library and further agrees that no rights of the Library's civil service, retirement or personnel rules accrue to such persons.

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 contract and shall save and hold the Library 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.

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 the Library unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

7. Insurance: Vendor 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 Vendor and Library, which policies shall protect against any loss or claim

arising from or relating to the Agreement, Vendor's Service and activities, or presence at the Library Facilities, and any act or omission of Vendor 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 Vendor or 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 Vendor's activities at the Facilities. Any deductible shall be at Vendor'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 Vendor'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 Vendor shall be Vendor's responsibility. The Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Vendor.
- 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 sections (a), (b), (c) and (d) above, which such policy shall be written on an occurrence basis.
- f. All insurance policies addressed in sections 2. (a), (b), and (f) 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 the Library; (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 Library prior to cancellation, non-renewal or material modification.

- h. Vendor shall deliver to the Library, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to Library by the aforementioned time, or if any of such policies are canceled, the Library shall have the right to terminate the Agreement immediately and/or deny Vendor access to Library facilities.
  - i. These insurance provisions are minimum requirements and shall not relieve Vendor of its indemnity, defense and hold harmless obligations.
8. Suspension of Work/Termination or Suspension: The Library reserves the exclusive right to terminate or suspend all or any portion of the Service for which the Contractor is employed by giving one (1) day written notice to the Contractor; however, if any portion of the Service shall be terminated or suspended, the Library shall pay the Contractor equitably for all services properly performed pursuant to the Agreement. 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, this Agreement will be considered terminated.
9. Prime Contractor Responsibility: Planned use of subcontractors in connection with this Services Agreement should be clearly explained and described in the Proposal. The prime contractor will be responsible, and must take responsibility, for the performance under the entire Agreement whether or not subcontractors are used.
- In contractor/subcontractor arrangements involving more than one firm, it does not matter to the Library which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Service as delineated in the Agreement negotiated with the Library. The Library will only enter into an Agreement with the prime contractor.
10. Confidentiality of Information: The Vendor shall treat all information furnished by the Library and services provided hereunder as confidential. The Vendor shall not disclose such information to others without the prior written consent of the Library's authorized representative.
11. Audit of Contract Records: The Contractor must keep all resulting contract records separate and make them available for audit by Library personnel or Indiana State Board of Accounts personnel upon request for a period of 3 years after the end of the Agreement term and completion of the Services.
12. Form of Agreement - The submission of a response herein constitutes the agreement of any Vendor that any contract to be drawn as a result of an award herein will be prepared by the Library under the supervision of the Library'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 the Library, and the Proposal will remain valid for at least sixty (60) days.
  - c. Vendor profile:
    - 1) Information relating to the business organization of the Vendor and any third-party or subcontractor 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 the Library 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) contracts from this list as references by providing the 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. 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: An original and three (3) copies of the Proposal shall be sealed in a package(s) showing, in addition to the following address, the following information on the outside:
  - a. Vendor's Name.
  - b. Request for Proposal title.
  - c. Proposal Submission Deadline.

The Proposal package shall be personally delivered or sent by mail to the Point of Contact at the address identified on the RFP cover page.

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

## **VII. EVALUATION CRITERIA**

The Library will evaluate the proposals based on the criteria listed below:

1. Proposed overall cost.  
40%
2. The satisfaction level of current and former clients of the Vendor under contract for Services similar to the requirements of the Library.  
40%
3. Demonstrated expertise in the areas of the requested services.  
10%
4. Any other criteria deemed relevant by the Library.  
10%

## **VIII. Award**

The successful Vendor must be ready to proceed with the Services within seven (7) days after receipt of the Notice of Intent to Enter into an Agreement. The Library 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

<u>Facility Name</u>	<u>Address</u>	<u>Zip Code</u>
1. Library Services Center	2450 North Meridian	46206
2. Central Library	40 East St. Clair	46206
3. <del>Brightwood Branch</del>	Not included in scope of Services	
4. College Avenue Branch	4180 College Avenue	46205
5. Decatur Branch	5301 Kentucky Avenue	46221
6. Eagle Branch	3325 Lowry Road	46222
7. East Washington Branch	2822 East Washington Street	46219
8. East 38 <sup>th</sup> Street Branch	5420 E. 38 <sup>th</sup> Street	46218
9. <del>Flanner House Branch</del>	Not included in scope of Services	
10. <del>Fountain Square Branch</del>	Not included in scope of Services	
11. Franklin Road Branch	5550 S. Franklin Road	46219
12. Garfield Park Branch	2502 Shelby Street	46203
13. <del>Glendale Branch</del>	Not included in scope of Services	
14. <del>Infozone Branch</del>	Not included in scope of Services	
15. Haughville Branch	2121 West Michigan Street	46222
16. Irvington Branch	5625 East Washington Street	46250
17. Lawrence Branch	7898 Hague Road	46256
18. Nora Branch	8625 Guilford Avenue	46260
19. Pike Branch	6525 Zionsville Road	46268
20. <del>Southport Branch</del>	Not included in scope of Services	
21. Spades Park	1801 Nowland Avenue	46201
22. Warren Branch	9701 East 21st Street	46229
23. Wayne Branch	198 South Girls School Road	46231
24. West Indianapolis Branch	1216 Kappes Street	46221

**Attachment B**

**Snow and Ice Removal Services Vendor Fee Sheet and Non-Collusion Affidavit**

**VENDOR FEE SHEET**

Facility Name	Proposed Fee					
	Snow and Ice Removal 0" to 1.5"	Snow and Ice Removal 1.5" - 3"	Snow and Ice Removal 3" to 6"	Snow and Ice Removal Per inch Above 6"	Snow/Ice Melt to Parking Lot	Snow/Ice Melt to Walks
Library Services Center						
Central Library						
College Avenue Branch						
Decatur Branch						
Eagle Branch						
East Washington Branch						
East 38 <sup>th</sup> Street Branch						
Franklin Road Branch						
Garfield Park Branch						
Haughville Branch						
Irvington Branch						
Lawrence Branch						
Nora Branch						
Pike Branch						
Spades Park Branch						
Warren Branch						
Wayne Branch						
West Indianapolis Branch						
<b>Total:</b>						

Delivery of 50# Bag of Snow/Ice Melt to the LSC:\_\_\_\_\_ Fee:\_\_\_\_\_

Other Billable Expenses to the Library Based Upon the Information Provided in the RFP:

Item:\_\_\_\_\_ Fee:\_\_\_\_\_

Item:\_\_\_\_\_ Fee:\_\_\_\_\_

**Attachment B (Continued)**

**Snow and Ice Removal Services Vendor Fee Sheet and Non-Collusion Affidavit**

**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Attachment C

### Request for Proposal Schedule of Activities

<b>Event</b>	<b>Date</b>
Issue the RFP	November 6, 2013
Facilities Available for Site Visits	November 6 through November 19, 2013
First Public Notice	November 11, 2013
Second Public Notice	November 18, 2013
Cutoff date for questions	November 19, 2013
Response to Questions Sent to Vendors by the Library	November 20, 2013
Proposal Submission Deadline Proposals opened at 2:05 pm EST Library Services Center, Room 221	November 25, 2013, 2:00 pm EST
Recommendation to Facilities Committee	December 2, 2013
Recommendation to Board	December 16, 2013
Notification of Award and Commencement of Services	December 17, 2013

**ATTACHMENT D**

**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.

(Contractor): \_\_\_\_\_ For Reference Purposes Only

By (Written Signature): \_\_\_\_\_  
For Reference Purposes Only

(Printed Name): \_\_\_\_\_  
For Reference Purposes Only

(Title): \_\_\_\_\_  
For Reference Purposes Only

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

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

SS:

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

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

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

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