



THE INDIANAPOLIS PUBLIC LIBRARY REQUEST FOR PROPOSALS OFF-DUTY POLICE OFFICER SERVICES

RFP Issue Date: 12/9/2024

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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 police services ("Services") at the Central Library ("Central").

IndyPL intends to review the Proposals submitted by Vendors with the intent of entering into a contractual Agreement ("Agreement") with one (1) or more Vendors 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.

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

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

The IndyPL Board of Trustees, with Resolution 28-2020, has adopted the following

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

The IndyPL **MBE/WBE/VBE/DOBE Business Utilization Program Summary** is included as **Attachment C**, and the **MBE/WBE/VBE/DOBE Participation Goals for Construction, Goods/Supplies, and Services Form** or the **Application for MBE/WBE/VBE/DOBE Program Waiver Form** included therein, as applicable, must be completed and submitted by Vendor and included in its Proposal responsive to this RFP. If a notification of award is issued to a Vendor, the selected Vendor must complete and submit within three (3) business days of notification of award the **MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies, and Services** also included in **Attachment C**.

Compliance with the utilization goals will be based on the cumulative amount of Work issued under the Contract.

To assist in evaluating the Proposals, Vendor must also complete and include, **Attachments G and H – Non-Collusion Affidavit and Vendor Proposal Sheet**

1. Response Due Date. The responses are due at the date, time, and location established in **Attachment E**.
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 E**. 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 – N/A

Attachment C – MBE/WBE/VBE/DOBE Business Utilization Program Summary

The MBE/WBE/VBE/DOBE Business Utilization Program Summary is an information guide for maximizing contracting and subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBE businesses. The MBE/WBE/VBE/DOBE Business Utilization Program is comprised of two components, MBE/WBE/VBE/DOBE Participation Goals and Outreach/Good Faith Efforts.

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 – 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 F – Draft Agreement

Attachment G – Non-Collusion Affidavit

Attachment H – Vendor Proposal Sheets

In addition to submission of information required by the Vendor Proposal Sheets, 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

may 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 I – Evaluation Criteria

Vendors will be evaluated against several categories, including capability to perform the Services required in the Scope of Services, capacity to include IndyPL Facilities into their current workload, mean employee wages for janitorial staff, and any other criteria that IndyPL staff deem relevant to the evaluation.

IV. GENERAL TERMS AND CONDITIONS GOVERNING THE RFP

1. Request for Proposal. IndyPL is notifying Vendors that have the potential to furnish the requested Services. Upon request, each Vendor will receive one digital copy of the RFP via e-mail from IndyPL or receive a digital copy via download from IndyPL's website. Vendors are responsible for printing hard 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 E** 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. 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 via the Evaluation Criteria, 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 E** 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 established in **Attachment E** 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 E**.
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.

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) doubles-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:
 - i. Vendor name, address, phone, fax and e-mail address.
 - ii. Contact person for the Vendor's response to the RFP.
 - iii. Include a statement of availability to meet the schedule in **Attachment E**.
 - iv. 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. Non-Collusion Affidavit included as **Attachment G** and Vendor Proposal Sheet included as **Attachment H**.
- c. Vendor Profile and Experience:
 - i. 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.
 - ii. Information relating to the business organization of the Vendor and any third-party or sub-contractor that may be partnering with the Vendor.
 - iii. Description of the Vendor's organization chart, names of employees primarily assigned to the Services, and the role of each employee.
 - iv. Resumes of all employees intended to serve in supervisory and management roles for the Services.
 - v. Description of any incidents or claims or pending litigation to which the Vendor is a party related to services rendered or provided by Vendor.
- d. Vendor References:
 - i. 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.
 - ii. 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. 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. Complete the MBE/WBE/VBE/DOBE Participation Goals for Construction, Goods/Supplies, and Services Form and the Application for MBE/WBE/VBE/DOBE Program Waiver Form, if applicable. Both forms can be found in **Attachment C**.
 - h. Executed E-Verify Affidavit included as **Attachment D**.
 - i. 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 **Attachment F**, the Vendor shall specifically identify and describe such exceptions in this section of its response to this RFP.
 - j. 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. Submittals may be delivered electronically prior to the due date specified. 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, sent by mail to the Point of Contact, or submitted electronically 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 E** 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 E**.

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 average 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 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.

1. The satisfaction level of current and former clients of the Vendor under contracts similar to the requirements of IndyPL;
2. Minority, women, disability, and veteran-owned business enterprise utilization;
3. Proposed overall cost;
4. Effectiveness and ability of the proposed Work Plan to satisfy IndyPL requirements; and
5. Any other criteria deemed relevant by IndyPL staff.

VII. AWARD

IndyPL shall send the Notice of Intent to Enter into an Agreement to the Contractor no later than June 25, 2024. IndyPL shall conduct a conference with the selected Vendor within two (2) weeks 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. The Contractor shall be ready to proceed with the Services by August 1, 2024.

Attachment A
Request for Proposals
Off-Duty Police Officer Services
Scope of 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.

The following Services and commitments are required of the successful Vendor. Vendors should confirm their ability to provide and conform to the following requirements. If a Vendor is unable to perform or takes exception to any of the following, the Vendor Proposal shall clearly state the reason for any such non-compliance.

1. OBJECTIVE

The-Indianapolis-Marion County Public Library ("IndyPL") requires the services of an experienced security firm to provide the Services for the Facilities identified in the Agreement to which this Services Requirements Attachment is appended. Contractor agrees to the following Service description and terms of Service.

2. GENERAL DUTIES AND EXPECTATIONS

A. OFF DUTY OFFICER SERVICES

1. Duties: While on duty Police Officers shall be responsible, in coordination with Library Staff and Management, for the consistent, fair, unbiased, objective, and appropriate enforcement of all Library Polices and Guidelines for acceptable use of Library facilities. Police Officers shall be familiar with regular patrons, Library Guidelines, and Library Management expectations to enable Police Officers to provide appropriate support for enforcement of the Guidelines. Police Officers shall present themselves in a professional manner and exercise good judgment at all times.

2. Responsibilities: While on duty, Contractor's Police Officers shall be thoroughly trained, ready, and capable to immediately respond to any emergency situation or security incident at any Library facility. Police Officers shall be completely familiar with Library procedures, action plans, and physical plant conditions to enable Police Officers to provide appropriate support in any emergency or security incident. Situations may include, but are not limited to, fire, flood, power outages, violent weather, vandalism, theft, criminal trespass, disruptive conduct, drug use, smoking in inappropriate locations, panhandling, arguments, fights, physical confrontations, stalking, lewd actions, lascivious behavior, sexual misconduct, workplace violence, computer tampering, and possession or viewing of child pornography. Police Officers shall be observant of any security concerns, safety issues, fire hazards, or maintenance items, and report the concerns promptly to Library Staff.

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Scope of Services

3. Central Library: The Contractor shall provide Police Officers at the times identified in **Exhibit A** attached hereto. Police Officers shall routinely patrol the building, parking garage, and grounds.
4. Branches: The Contractor shall provide Police Officers at the branch Facilities as needed at IndyPL's written request.
5. Library Services Center: The Contractor shall provide Police Officers at the Library Services Center as needed at IndyPL's written request.
6. Closing: When on duty at the closing of a Facility, a Police Officer shall assist, when requested, in the closing of the building including determining the building is vacant, arming of the intrusion detection system, and accompany Library staff to their cars in the staff parking lot at the close of business. A Police Officer shift shall end no sooner than the closing time of each Facility.
7. Emergency Response: Contractor shall provide emergency, on-call Services for all Library Facilities on a 24/7/365 basis to respond to alarm signals and incidents as need at IndyPL's written request. The expectation is for the Police Officer to be on site within 30 minutes of receiving a dispatch call. The Contractor shall be available to assist in the resetting of the intrusion detection system as required by the location.
8. Services Interruptions: Contractor shall perform Services without interruption except as provided herein. If the Contractor believes that Services cannot be performed due to inclement weather or other unsafe conditions, the Contractor shall notify the Library Safety Officer to determine whether the Services performed by the Contractor may be postponed or excused. The decision whether to postpone or excuse the performance of the Contractor shall in be in sole discretion of the Library Safety Officer and shall be final.
9. On Duty Conduct: While on duty. Police Officers shall be fully engaged in the duties and task at hand. Police Officers shall be alert and vigilant at all times in the protection of Library Staff, patrons, contractors, volunteers, guest, and the public in the performance of their duties. To meet this requirement, specifically, Police Officers shall not:
 - a. Watch television, video, DVD, computers or game devices of any size.
 - b. Wear headphones or listening devices except for items connected to the radio system.
 - c. Make personal phone calls or text messages.
 - d. Read newspapers, magazines, pamphlets, or other non-work related items.
 - e. And, engage in any other activity that would distract them from their duties.
10. Reporting: Within 24 hours the Contractor shall file formal, written incident reports

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Request for Proposals
Off-Duty Police Officer Services
Scope of Services

regarding any unusual, non-routine incidents that a Police Officer observes while assigned to a Facility. Copies of the reports shall be sent to the Library Safety Officer. Non-routine incidents include but shall not be limited to theft of property, assault, disorderly conduct, injury or suspected injury or any other Library patron conduct that, in the opinion of security personnel, Library staff or other Library patrons, appears to be suspicious or threatening in nature.

11. Notification Procedures; Media Communications: Library shall establish standard operating procedures for alerting local public safety officials. Contractor Officers shall not speak to the media at any time before, during, or after an emergency situation. Officers shall direct all media communications and inquiries to the Library Safety Officer.

B. EQUIPMENT AND UNIFORMS

1. Requirements: The Contractor shall provide all the required equipment and uniforms for the performance of the Services.
2. Computers: Computers required to perform the Services shall be provided, installed, maintained, and updated by the Contractor at the Contractor's sole expense.
3. Cellular Phones: The Police Officers are to be equipped by the Contractor with fully functioning cellular devices.
4. Vehicle: Contractor shall provide a marked patrol vehicle for the performance of the Services. Vehicles shall be properly maintained, clean, appropriately marked, and have the required safety lighting. The vehicle shall have, at a minimum, these items: Radio, cellular phone, emergency response equipment, first-aid kit, reflective night clothing, and safety cones.
5. Rounds: Contractor shall utilize a system to document and report the successful completion of rounds at the Central Library. The Library shall have the right to review the system and request updates or modifications to meet Library expectations.
6. Radios: The Library will provide vertex standard radios, clip-on, with ear pieces (or similar equipment) for use by the Contractor in the performances of the Services at the Central Library.
7. Uniforms: Police Officers shall be properly and professionally uniformed while on duty. Uniforms shall include badges, patches, and other items signifying their position of authority and employment by the selected Contractor. The Library is open to discussion on the type and color of the uniform to be worn by the Police

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Officers in response to specific security situations and requirements.

8. Safety Gear: The selected Contractor shall provide all the required safety equipment for the performance of the Services, including but not limited to, reflective clothing, safety glasses, hearing protection, and gloves.
9. Weapons: The Police Officers assigned to Library for provision of Services shall be armed, and shall possess policing powers.
10. Parking: Parking for Police Officers will be provided by Library at the Facilities.

C. QUALITY ASSURANCE PROGRAMS

1. Deficiencies: Contractor shall work closely with the Library Safety Officer to address all issues with the Services. The Contractor shall correct all deficiencies within forty-eight (48) hours after being notified by Library Safety Officer.
2. Training: The Contractor is responsible for the actions of the Police Officers assigned to Library and shall provide to the Library the Contractor's methods of ensuring proper supervision, training and development of the Police Officers. Contractor shall investigate any report of Police Officer misconduct or unacceptable performance immediately, and shall provide to Library written responses to any complaint from Library patrons or Library staff. In addition to all regular training to be provided by Contractor, Contractor shall train its Officers on any related topics deemed necessary by Library.
3. Drug Screening: All Police Officers shall pass a pre-employment and pre-placement drug test with a minimum 10 panel and XTZ drug test conducted off-site by an independent laboratory with certified results sent to the Library Safety Officer to IndyPL prior to initial placement. Contractor shall order additional drug screenings of Police Officers upon reasonable suspicion of illicit drug use or upon any incident resulting in personal injury to the Police Officer, Library staff, patrons, or others. Any Police Officer failing a drug screening or appearing for duty intoxicated shall be removed immediately from any Library posting or assignment. All drug testing shall be conducted at Contractor's expense.
4. Background Checks: Contractor is responsible for maintaining a workforce free of any felony criminal convictions at all times during the life of this Agreement. Contractor shall conduct pre-employment and annual criminal history background checks of all Police Officers and supervisors assigned to IndyPL.
5. Inspections: Contractor shall conduct unannounced post inspections. Inspections must be made in good faith and accurately documented during the term of the Agreement. Inspections must be separated by sufficient time intervals

Attachment A
Request for Proposals
Off-Duty Police Officer Services
Scope of Services

to ensure Police Officer compliance and must be of sufficient length of time to be effective. All on-duty full and part-time Police Officers shall be visually inspected in person by a Security Supervisor or off-site manager for proper and full uniform, possession of correct equipment, and other areas of concern as they may arise. Off-site managers or Security Supervisors shall conduct a walk-through inspection of the Central Library. Such walk-through inspections will be made using the rounds tracking system and may be verified with Library video surveillance system. Security Supervisors or off-site managers shall question all full and part-time Police Officers in person regarding their accurate knowledge and understanding of all post orders, work schedule, and any problems or work related issues involving safety and security at any Facility location. All problems with Police Officer performance and/or compliance with Library policies or the Agreement discovered during any inspection shall be reported promptly and accurately to the Library Safety Officer. Failure to execute this requirement in good faith shall be grounds for Library to take corrective action.

Attachment A
Request for Proposals
Off-Duty Police Officer Services
Scope of Services

EXHIBIT A – SCOPE OF SERVICES

Central Library Hours – Standard Schedule

Mondays: 10:00am – 8:00pm

Tuesdays: 10:00am – 8:00pm

Wednesdays: 10:00am – 6:00pm

Thursdays: 10:00am – 6:00pm

Fridays: 10:00am – 5:00pm

Saturdays: 10:00am – 6:00pm

Sundays: 1:00pm – 5:00pm

Library reserves the right to alter these hours due to events, programs, changes in facility schedule, and needs of the organization.

Attachment B
Request for Proposals
Security Services
Library Facility Inventory and Hours of Operations

Not Applicable

Attachment C
Request for Proposals
Security Services
MBE/WBE/VBE/DOBE Business Utilization Program Summary



MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM SUMMARY

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

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

- **MBE/WBE/VBE/DOBE Participation Goals:** This component requires project/contract bidders to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified in the city's MBE/WBE/VBE/DOBE program at the minimum percentage stated in the bid invitation. To count towards the MBE/WBE/VBE/DOBE participation goal, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used on the project/contract. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at <https://www.indy.gov/activity/find-omwbd-contractor> or from the Office of Minority & Women Business Development.
- **Outreach/Good Faith Efforts:** The MBE/WBE/VBE/DOBE Participation Goals component. This component requires project/contract bidders to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of this project, the Library will first determine whether a bidder meets the stated minimum percentage of MBE/WBE/VBE/DOBE subcontractor participation. The percentage is clearly stated in the bid invitation. In the event that a bidder does not meet the stated minimum percentage, a request for program waiver must be submitted with the bid, using the [Application For MBE/WBE/VBE/DOBE Program Waiver Form](#) and the Library will score the bidder's outreach/good faith effort.

Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the bid invitation and must be completed, signed and submitted in each bid; failure to complete these forms with all the pertinent- requested information may cause a bid to be determined as non- responsive for MBE/WBE/VBE/DOBE review purposes:

1. [MBE/WBE/VBE/DOBE Participation Goals For Construction, Goods/Supplies, And Services Form](#).
2. [Application For MBE/WBE/VBE/DOBE Program Waiver Form](#), if a bidder does not meet the stated minimum percentage with subcontractors.

The following forms are included in the bid invitation for information purposes only and do not have to be completed or returned with the bid.

1. [Letter Of Intent To Perform As A Subcontractor/Supplier Form](#): (must be completed and submitted to the Library after bid opening and within three (3) business days of bidder's notification of award).
2. [Subcontractor and Suppliers List](#): (must be completed and submitted within three (3) business days of bidder's notification of award).
3. [MBE/WBE/VBE/DOBE Subcontractor Substitution Request Form](#): (must be submitted for advance approval for any proposed change in MBE/WBE/VBE/DOBE subcontractors).
4. [Subcontractor/Subconsultant Payment Report](#): (must be submitted at least monthly with each Contractor invoice for payment).

If you have any questions or need assistance in meeting these requirements, please feel free to contact the stated contact person in the project/contract announcement documents.

IndyPL 2021

Attachment C
Request for Proposals
Security Services
MBE/WBE/VBE/DOBE Business Utilization Program Summary



APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

Pursuant to the IndyPL Instructions To Bidder/Applicant (hereinafter Bidder), this application for a (check each of the following which apply) MBE WBE VBE DOBE program waiver is hereby submitted for the Project/Contract listed below by Bidder. (Use additional sheets if necessary.)

Date of Application: _____ Project/Contract Number: _____
 Project/Contract Name: _____ Bidder: _____
 Contact name: _____ Phone: _____
 Address: _____ E-mail: _____

In attempting to meet the project goal Bidder made the following good faith efforts for the purpose of fulfilling that goal (**Check all that apply**). **Minimum score required to establish “good faith” effort is 70 points.**

<u>Item:</u>	<u>Weighting</u>	<u>Score</u>
	(For Library Use ONLY)	
<input type="checkbox"/> 1. Bidder (check one of the following) <input type="checkbox"/> did <input type="checkbox"/> did not attend all pre-bid or pre-solicitation meetings held by the Library to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities.	10	_____
<input type="checkbox"/> 2. Bidder placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail “send-to” section, if used.	10	_____
<input type="checkbox"/> 3. Bidder provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Bidder's written notification to the Office of the Mayor’s Business Development Program for assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all such documents.	20	_____
<input type="checkbox"/> 4. Bidder made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate participation _____ _____ _____	10	_____
<input type="checkbox"/> 5. Bidder contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/ negotiations.	15	_____
<input type="checkbox"/> 6. If the bidder rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.	10	_____
<input type="checkbox"/> 7. Bidder provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE participation, such as obtaining bonding, insurance, or	15	_____

Attachment C
Request for Proposals
Security Services
MBE/WBE/VBE/DOBE Business Utilization Program Summary



a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE participation. Provide detailed documentation of such assistance.

- | | | | |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------|
| <input type="checkbox"/> | 8. Provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract | 10 | _____ |
| <input type="checkbox"/> | 9. Follow-up to initial solicitations. Provide copy of all e-mails and call logs. | 10 | _____ |
| <input type="checkbox"/> | 10. Has project joint venture agreement for this contract with a MBE/WBE/VBE/DOBE business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract). | 15 | _____ |
| <input type="checkbox"/> | 11. Has a Mentor-Protégé Agreement with a MBE/WBE/VBE/DOBE business for this contract. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract). | 10 | _____ |

TOTAL POINTS: _____

YOU MUST SUBMIT YOUR SUPPORTING DOCUMENTATION WITHIN 3 BUSINESS DAYS OF NOTIFICATION OF AWARD.

Bidder certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Bidder for the purpose of fulfilling the contract goals. Failure to sign this form may result in the proposal being determined non-responsive.

Bidder's Signature: _____

Date: _____

Title: _____

Attachment C
Request for Proposals
Security Services
MBE/WBE/VBE/DOBE Business Utilization Program Summary



For Library use only.

- Contract offers no opportunity to utilize subcontractors/suppliers.
- No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

This Application for Program Waivers is:

- Not Approved Approved
- Approved subject to the following conditions/restrictions: _____

Diversity, Equity and Inclusion Officer, IndyPL

Attachment C
Request for Proposals
Security Services
MBE/WBE/VBE/DOBE Business Utilization Program Summary

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

Submittal Due Date: _____ Project/Contract Name: _____

Bidder: _____

Contact Name: _____ Bidder Address: _____

Bidder Phone: _____ Bidder E-mail Address: _____

Bidder is is not a City-certified MBE/WBE/VBE/DOBE and will self-perform _____% of the total contract amount.

Does an exclusive contract or agreement exist between the bidder and any subcontractor/supplier listed?

Yes No If yes, please explain): _____

Provide names of MBE/WBE/VBE/DOBE sub-contractors/suppliers with which bidder has not previously worked (if any): _____

If Bidder is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier.

Full Legal Name of Firm	MBE, WBE, VBE, or DOBE	Contact Person	Phone #	Description of Work	\$ Dollar Amount	% of Total Contract Amount

Bidder must submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the application for waiver at the time of submission may result in the disqualification and rejection of the bid/proposal.

Bidder's Signature: _____

Bidder's Name: _____

Date: _____

Attachment D
Request for Proposals
Security 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 _____

RFP – Security Services

_____ 241209

The Indianapolis Public Library

Attachment E
Request for Proposals
Security Services
Schedule of Activities

RFP Issued	Monday, December 9, 2024
Public Notices	December 16 and December 23, 2024
Pre-Proposal Conference	Wednesday, December 18, 2024 Join the meeting now
Central Library Available for Site Visits	Starts Monday, December 9, 2024, during normal open-to-public hours. Ends Tuesday, January 7, 2025, after public opening.
Questions Due from Vendors	Friday, January 3, 2025, 5:00 PM eastern time
Answers sent to Vendors	Wednesday, January 8, 2025, 5:00 PM eastern time
RFP Due and Public Opening ("Proposal Submission Deadline")	Friday, January 10, 2025, 2:00 PM eastern time Hard copy proposals delivery at: Library Services Center Reception Desk 2450 North Meridian Street Indianapolis, IN 46208 Electronic proposals delivery at: purchasingRFP@indypl.org Join the meeting now
Preliminary Recommendation Presented to IndyPL Board Facilities Committee	Tuesday, January 14, 2025
Final Recommendation to IndyPL Board of Trustees at their monthly public meeting.	Monday, January 27, 2025
Notification of Intent to Enter Into an Agreement	Tuesday, January 28, 2025
Commencement of Services	March 1, 2025

Attachment F
Request for Proposals
Security Services
Draft Agreement

DRAFT AGREEMENT FOR HOUSEKEEPING AND JANITORIAL SERVICES

THIS AGREEMENT FOR SECURITY SERVICES ("Agreement") is entered into and made effective as of the __ day of _____, 20__, 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 Security Services specified in Article 2 for the IndyPL facilities as identified in the RFP located throughout Marion County, Indiana ("Facilities"). The Contractor hereby accepts this engagement by IndyPL upon the terms and conditions provided in this Agreement.

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 Security Services issued by IndyPL on _____, 20__ ("RFP") (Attachment A); and

(B) Contractor Response to RFP dated _____, 20__, ("Proposal") (Attachment H).

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.

ARTICLE 2: REQUIRED SERVICES

(Reference RFP for services. Final Agreement shall include the full description of services as agreed upon)

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 H (Vendor Fee Sheet included in the Response to RFP). IndyPL shall only pay for those

Attachment F
Request for Proposals
Security Services
Draft Agreement

Services which are actually rendered by Contractor or its subcontractors (if any) and agreed to in writing by IndyPL. No material mark-up expense or fee for additional equipment and/or materials provided in performance of the Services shall be added by Contractor or payable 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

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

Attachment F
Request for Proposals
Security Services
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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 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

Attachment F
Request for Proposals
Security Services
Draft Agreement

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. Contractor shall be responsible for the performance of the Services under this Agreement regardless of whether subcontractors are used.

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.

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.

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Request for Proposals
Security Services
Draft 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"). 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 executed and delivered the E-Verify Affidavit in its Response to the RFP (Attachment H) affirming that Contractor does not knowingly employ an unauthorized alien as required by Ind. Code §22-5-1.7-11(a)(2).

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 Iran².

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 August 1, 2024, and shall continue thereafter until July 31, 2027, ("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 three (3) years 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

Attachment F
Request for Proposals
Security Services
Draft Agreement

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 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 alien¹, 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.
- (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.
- (E) 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:

¹ 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.

Attachment F
Request for Proposals
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- (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, 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 One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee and One Million Dollars (\$1,000,000) 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.

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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 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

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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.

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:

Gregory A. Hill, Sr.
Chief Executive Officer
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, Indiana 46208

and

Marcus Quebedeaux
Safety & Security Officer
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, Indiana 46208

Attachment F
Request for Proposals
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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.

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: _____

Gregory A. Hill, Sr.,
Chief Executive Officer

Attachment G
Request for Proposals
Security Services
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.
- _____ Non-Collusion Affidavit included as **Attachment G**.
- _____ Vendor Proposal Sheet included as **Attachment H**.
- _____ Vendor Profile and Experience.
- _____ Vendor References.
- _____ Vendor Sample Work Plan.
- _____ XBE Waiver Application included as **Attachment C**.
- _____ Executed E-Verify Affidavit included as **Attachment D**.
- _____ Comments on the Terms and Conditions included in **Attachment F**.
- _____ Vendor Additional Information within the maximum page limit.
- _____ One (1) original, three (3) print copies, and one (1) electronic PDF copy.

Attachment H
Request for Proposals
Security Services
Vendor Proposal Sheet

VENDOR: _____

Address: _____

City/State: _____

Telephone Number: _____

Agent of Vendor (if applicable): _____

E-mail address: _____

Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Request for Proposals (RFP) dated 12/09/2024, 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 (if applicable) and have included the provisions thereof in the response to the RFP.

Addenda Received: _____

Attachment H
Request for Proposals
Security Services
Vendor Proposal Sheet

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:

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

Service	Proposed Fees			
	Regular Hours	After Hours	Holiday	Overtime
Standard Rate				
Emergency Coverage Rate*				

1. Overtime/Emergency Coverage Rate. If additional hours are required outside the regular schedule with less than 72-hour notice to Contractor, Contractor will endeavor to use part-time personnel whenever possible in order to avoid overtime rates. Contractor's personnel will be paid time and one half of their base pay rates for overtime and the corresponding bill rate is 1.4 times the straight-time billing rate.