



THE INDIANAPOLIS PUBLIC LIBRARY

REQUEST FOR PROPOSALS

SNOW AND ICE REMOVAL SERVICES

ADDENDUM 1

RFP Issue Date: September 26, 2014

Contact: Miguel Ruiz
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Addendum Issue Date: October 3, 2014

ANSWERS TO QUESTIONS SUBMITTED BY VENDORS

Q. May a Vendor submit a proposal for only some of the Branches, Central or LSC?

A. Yes. The Vendor may submit a proposal for any or all Facilities.

ATTACHMENTS

Attachment E to the RFP – Snow and Ice Removal Services DRAFT Agreement.

The proposed draft Services Agreement between the Indianapolis-Marion County Public Library and the Selected Vendor will be used as the basis for the Final Agreement.



DRAFT AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES

THIS AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES ("Agreement") is entered into and made effective as of the 1st day of November, 2014, by and between the INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY OF INDIANA ("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 snow and ice treatment and removal services specified in Article 2 for the INDYPL facilities consisting of Central Library, ("Central") the Library Services Center, ("LSC") and the sixteen (16) branch libraries located throughout Marion County, Indiana, all as more particularly identified on Attachment A ("Facilities"). The Contractor hereby accepts this engagement by IndyPL with respect to such matters and for the compensation specified in Article 3 and Term specified in Article 5.

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

(A) Request for Proposals for Snow and Ice Removal Services issued by IndyPL on September 26, 2014 ("RFP")(Attachment B); and

(B) Contractor Response to RFP dated October 19, 2014, ("Proposal")(Attachment C).

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: SERVICES TO BE PERFORMED

2.1 During the Term of this Agreement (as hereafter defined) the Contractor shall undertake, for and on behalf of IndyPL to perform snow and ice treatment and removal services ("Services") for the Facilities, which Services shall include, without limitation, the following:

- (A) 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 IndyPL Staff arrive to prepare the Facilities to open for public services. The Services for overnight weather events are to be completed by the following times:
Branches - by 8:00 am Monday through Saturday, and 10:00 am Sunday.
Central - by 8:00 am Monday through Saturday, and 10:00 am Sunday.
LSC - by 7:00 am Monday through Friday, 9:00 am Saturday and Sunday, or and as otherwise required by or for special events.
- (B) Required Service Time – Day Weather Events: When required by daytime weather events, snow and ice shall be removed and snow/ice melt applied when applicable to maintain the Facilities in a safe and open condition for public services. The Services for daytime weather events shall be on-going during the daytime weather event as necessary to meet the Service requirements.
- (C) Sunday Services: All Facilities are to receive Services on Sundays even if that particular Facility is not open for public service. The public visits our locations to return materials.
- (D) Parking Lots: All drives, parking lot drive lanes, and parking spaces 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.
- (E) IndyPL Walks, Entrances, and Public Sidewalks "No Doubt Service:" All IndyPL walks, entrances, public sidewalks, sidewalk access ramps, and bus stop areas adjacent to the Facilities 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. This is a No Doubt Service. The expectation is for the Services to be on-going during a daytime weather event and to be clear after an overnight weather event.
- (F) Steps and Top Priority Service: The exterior steps at the Spades Park Branch, the East Washington Street Branch, and Central IndyPL are to receive top priority Services, especially during daytime weather events. The expectation is to have no accumulation on the steps at any time during a daytime weather event and to be clear after an overnight weather event.
- (G) Snow/Ice Melt: The Contractor shall work with the IndyPL Purchasing Agent for the on-demand delivery of 50# bags of snow/ice melt product to the LSC. IndyPL provides its staff snow/ice melt in reusable shakers for use at the Facilities during daytime weather events to assist in the maintenance of clear walks. The expectation is for the material to be delivered within 24 hours of the request.

- (H) Communication: The Contractor shall have a designated single point of contact for communication with IndyPL concerning the progress of the Services, requests for additional Services, and coordination of schedules.
- (I) Opening Determination: For significant over-night weather events, IndyPL Administrative Staff will 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 IndyPL 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. The expectation is for Services to be performed during the overnight weather event to allow for completion of the Services by the required deadlines.
- (J) Snow Emergency: In the event the Mayor of Indianapolis declares a snow emergency, the Contractor shall work with the IndyPL Contact person to determine the appropriate level of Service for the Facilities.

Contractor shall use Contractor's best efforts to provide the Services and such other snow and ice treatment and removal services as reasonably required by IndyPL consistent with this Article 2 Contractor agrees that time is of the essence for the Services to be provided. Contractor agrees to be available to provide not less than the amount of time necessary to perform the Services requested by IndyPL. Contractor shall perform the Services requested by IndyPL in a timely, quality manner meeting or exceeding the standards of performance expected of contractors providing similar services in the industry.

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

3.2 Form of Payment. Requests by Contractor for payments may be submitted on a monthly basis. Payment requests shall identify the Contractor employee performing the Service, 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 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 the termination thereof. Nothing in this Agreement nor any communication, directive, action, or failure to act on the part of IndyPL shall create any obligation on the part of IndyPL to pay or to see to payment of any monies due to any sub-contractor from Contractor.

4.7 Independent Contractors. It is expressly understood and agreed that Contractor is an independent contractor and not an employee of IndyPL. This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Nothing in the Agreement shall create any contractual or other relationship between IndyPL and any sub-contractor having a contract with Contractor, nor shall it create any obligation on the part of IndyPL to pay or to see to payment of any monies due to any sub-contractor from Contractor. The Contractor represents and warrants that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL civil service, retirement or personnel rules accrue to such persons.

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

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

4.9 Laws, Rules, and Regulations. In performance of its Services, Contractor warrants that it has knowledge of, understands, and shall comply with all applicable federal, state, and local

laws and regulations, including without limitation, those laws and regulations relating to the environment, health, safety, and welfare, discrimination in employment, conflicts of interest, and accounting records and requirements. SHOULD ANY APPLICABLE LAW OR REGULATION CHANGE DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE VERSION OF SUCH LAW OR REGULATION IN FORCE AT THE TIME OF THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

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

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

4.11 Employment Verification Requirements. Pursuant to Indiana Code §22-5-1.7-11, Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program ("E-Verify"). E-Verify is the electronic verification of work authorization program, authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, as amended. This provision applies to any contract for services entered into or renewed between INDYPL and Contractor after June 30, 2011. Contractor is not required to verify the work eligibility status of all newly hired employees through E-Verify if E-Verify no longer exists. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor agrees to sign the attached Affidavit (Attachment D) affirming that Contractor does not knowingly employ an unauthorized alien. Ind. Code §22-5-1.7-11(a)(2). Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. To the extent that it applies, Contractor's subcontractors shall certify to Contractor, as is consistent with federal law, that subcontractors are enrolled and participating in E-Verify and do not knowingly employ or contract with an unauthorized alien. Ind. Code §22-5-1.7-14. Contractor shall maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

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

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

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 November 1, 2014 and shall continue thereafter until October 31, 2017. ("Original Term") unless otherwise terminated in accordance with the terms hereof.
- (B) Renewal. This Agreement may be renewed beyond the Original Term by written agreement of the parties. The term of the renewal may not be longer than the one (1) year but may be renewed for two (2) successive renewal periods of one (1) year each. All other terms and conditions of Agreement shall remain the same as set forth herein, and may be amended only by a written instrument signed by both IndyPL and Contractor and attached hereto as an amendment.

5.2 Termination.

- (A) For Cause. If Contractor becomes insolvent, or if it refuses or fails to perform the Services provided by this Agreement, or if it refuses to perform disputed work or Services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant, or provision of this Agreement, then IndyPL may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given: (1) not less than seven (7) calendar days written notice of IndyPL's intent to terminate, and (2) an opportunity for consultation with IndyPL prior to termination.
- (B) Violation of Ind. §22-5-1.7 et. seq. IndyPL may terminate this Agreement if Contractor knowingly employs or contracts with an unauthorized alien³, or retains an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. To avoid termination, Contractor must remedy the violation within thirty (30) days of IndyPL notifying Contractor of the violation. IndyPL reserves the right to allow this Contract to remain in effect until Contractor procures a new contractor if termination of this Contract would be detrimental to public property or the public interest. In the event of termination under this subsection, Contractor may be liable for actual damages.

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

- (1) a person who will use such credit to provide goods or services to the Iranian energy sector, or
- (2) a person already identified as engaging in investment activities with Iran.

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

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

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

- (C) For Convenience. This Agreement may be terminated in whole or in part in writing by IndyPL for any reason, provided that Contractor is given thirty (30) days written notice of intent to terminate. If termination for convenience is effected by IndyPL, Contractor shall be paid in full for Services actually rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed Services or other work.
- (D) Notice of Termination. Upon receipt of a notice of termination, Contractor shall promptly discontinue all Services affected, unless the notice of termination directs otherwise.
- (D) Non-Appropriation. Notwithstanding any other provision of this Agreement, If funds for the continued fulfillment of this Agreement by IndyPL are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then IndyPL shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding.

ARTICLE 6: INSURANCE

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

- (A) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, special form property damage, fire legal liability, contractual liability, independent contractors, errors and omissions, and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor's or Subcontractors activities at the Facilities. Any deductible shall be at Contractor's expense;
- (B) Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00);
- (C) Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Contractor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;
- (D) Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. The IndyPL shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Contractor.

(E) Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections 6.1 (a), (b) and (c) above, which such policy shall be written on an occurrence basis.

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

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

All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to the IndyPL prior to cancellation, non-renewal or material modification.

6.3 Certificates of Insurance and Endorsements. Contractor shall deliver to IndyPL, prior to commencement of Services under this Agreement, Certificates of Insurance and copies of Endorsements confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance and Endorsements are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate this Agreement immediately and/or deny Contractor access to the Facilities.

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

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

ARTICLE 7: GENERAL CONSIDERATIONS

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

AND THAT, IF NECESSARY IN THE SOLE OPINION OF INDYPL, INDYPL IS FREE TO CONTRACT WITH OTHER COMPANIES TO PROVIDE THE SERVICES CONTEMPLATED UNDER THIS AGREEMENT.

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

7.3 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and permitted assigns, as the case may be. Notwithstanding the foregoing, Contractor shall not be entitled to assign or transfer all or any part of its rights, benefits and/or obligations under this Agreement without the prior written consent of IndyPL, which may be granted or denied in its sole discretion.

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

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

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

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

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

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

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

CONTRACTOR:

IndyPL:

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

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

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

"CONTRACTOR"

"IndyPL"

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

By: _____

By: _____
M. Jacqueline Nytes,
Chief Executive Officer

ATTACHMENT A

Facility Inventory for the Services to be performed by Contractor:

Facility Name	Address	Zip Code
1. Library Services Center	2450 North Meridian	46206
2. Central Library	40 East St. Clair	46206
3. Brightwood Branch	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 th Street Branch	5420 E. 38 th Street	46218
9. Flanner House Branch	Not included in scope of Services	
10. Fountain Square Branch	Not included in scope of Services	
11. Franklin Road Branch	5550 S. Franklin Road	46219
12. Garfield Park Branch	2502 Shelby Street	46203
13. Glendale Branch	Not included in scope of Services	
14. Infozone Branch	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. Southport Branch	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

Request for Proposal Issued September 26, 2014
Inclusive of Addendum 1 Issued October 3, 2014

ATTACHMENT C

Contractor Response to RFP for Snow and Ice Removal

October 10, 2014

ATTACHMENT D

Affidavit Of Contractor

_____, on behalf of _____ ("Contractor"), submits to Indianapolis-Marion County Public Library ("IndyPL") the following affirmation, as required by Indiana Code § 22-5-1.7-11.

1. I am an authorized agent of Contractor and a competent adult over the age of eighteen (18).

2. I have personal knowledge of Contractor's employment practices and affirm that Contractor does not knowingly employ any unauthorized aliens.

I SWEAR OR AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Contractor Signature

Date

Print Name:_____

Print Title:_____