

EVANSVILLE VANDERBURGH
PUBLIC LIBRARY
VANDERBURGH COUNTY, INDIANA

Request for Proposals
CENTRAL LIBRARY ANNEX LEASE

Issued Friday, August 14, 2020

DEADLINE-4:00 PM
Monday, August 31, 2020

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EVANSVILLE VANDERBURGH PUBLIC LIBRARY

**REQUEST FOR PROPOSALS
CENTRAL LIBRARY ANNEX LEASE**

August 14, 2020

The Evansville Vanderburgh Public Library (“EVPL”) is seeking proposals from entities to lease space in the Central Library Annex for purposes of utilizing a non-profit organization office within the space. This Request for Proposals (RFP) provides the criteria by which each potential Lessee’s proposal will be measured.

Below are instructions for submitting a proposal.

The EVPL is committed to an objective and open selection process. Every proposal shall receive an unbiased review.

The EVPL Board has issued this RFP to ensure competitive pricing and use of the space consistent with the existing use of adjacent space.

Questions concerning the RFP should be directed to:

Lori Tomlin, Stewardship & Governance Officer
200 SE M.L. King Jr. Blvd.
Evansville, IN 47713
Telephone: (812) 428-8213
Facsimile: (812) 428-8397
Email: lorit@evpl.org
Website: www.evpl.org

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**SECTION 1
GENERAL INSTRUCTIONS**

1.1 FORMAT FOR PROPOSALS

The proposal should follow the form of this RFP and address the desired scope of the lease. Failure to submit all of the required information may result in disqualification. All forms requiring signatures must be signed in ink in the proper spaces.

1.2 CHECKLIST OF SUBMITTALS

- _____ Signed proposal form along with its printed or typed identification of the name of the person signing the submittal, the name of the company, the address, telephone/fax numbers, email address and must be dated
- _____ A separate sheet containing the information, legibly handwritten or typed, containing the information required by Section 3.2 of this RFP.
- _____ Certificate of Liability Insurance (required upon Lessee's selection before lease signing)

1.3 DIRECTIONS FOR SUBMITTAL

Potential Lessees should submit two (2) originals for execution of acceptance of the proposal to the Stewardship & Governance Office at the Central Library by 4:00 PM on Monday, August 31, 2020. Proposals shall be valid for ninety (90) days. Packages containing the proposal and any related material should be plainly marked on the outside as follows:

"ANNEX LEASING PROPOSAL"

Packages shall be delivered via mail, courier, or in person to:

Lori Tomlin, Stewardship & Governance Officer
Evansville Vanderburgh Public Library
200 SE M.L. King Jr. Blvd.
Evansville, IN 47713

Proposals arriving after the specified time will not be accepted, regardless of postmark. It is the potential Lessee's responsibility for timely delivery.

1.4 PROPOSAL AS PART OF LEASE

It is intended the specifications and terms in this proposal shall become part of a written and signed lease with the successful Lessee.

1.5 OWNERSHIP OF PROPOSAL MATERIALS

All materials, including but not limited to paper and digital materials, that are prepared, acquired, created, or utilized to fulfill this RFP and its objectives shall become the property of the EVPL where allowed by law.

1.6 WITHDRAWALS; DECLINATIONS

A written request for the withdrawal of a proposal may be granted if the request is received by the Stewardship & Governance Officer prior to the specified date and time of receipt deadline. After the receipt deadline, the potential Lessee cannot withdraw or cancel its proposal for a period of ninety (90) calendar days, and such proposal will be binding during that time. Proposals that have clerical errors or any irregularity are subject to correction only with concurrence of the Stewardship & Governance Officer.

1.7 PROPOSAL RECEIPT

Proposals received at the office designated in the solicitation after the exact hour and date specified for receipt **will not** be considered.

1.8 COMPETENCY OF LESSEES

The EVPL reserves the right to independently determine the competence, financial and operational capacity of any potential Lessee. All potential Lessees shall cooperate with the EVPL to determine competency.

1.9 REJECTION; WAIVERS

The EVPL reserves the right severally or together to reject any and all submittals, waive any irregularities, reissue all or part of this RFP, and not award any lease, all at its discretion and without penalty.

1.10 INVESTIGATION BY POTENTIAL LESSEES

It shall be the responsibility of the potential Lessees to thoroughly read and understand the information, instructions, and specifications herein.

Potential Lessees are responsible to completely inform themselves of the condition of the area to be leased. To inspect the area to be leased, the potential Lessees should contact the EVPL Stewardship & Governance Officer during the EVPL's normal business hours at (812) 428-8213.

1.11 AWARD OF LEASE

The EVPL is committed to an objective and open selection process. Every proposal shall receive an unbiased review. The evaluation criteria include but are not limited to:

- Proposed rental payments;
- Proposed square footage to be leased;
- Hours of operation of the potential Lessee;
- Ensuring the utilization of the leased space is consistent with the use of the existing adjacent space.

The EVPL will consider a number of factors when deciding upon a Lessee. While the amount of rental payments will be a contributing factor, the EVPL will not compromise the other factors above when making its decision. The EVPL reserves the right to base its decision on any factors it deems pertinent, or assigning greater weight to those factors it so chooses.

This solicitation does not commit the EVPL to make an award if all proposals received are determined to be unacceptable or not in the best interest of the EVPL to make an award. EVPL reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.

A written award (or acceptance offer) will be furnished in the form of a lease to the successful potential Lessee.

One or more sessions may be requested for additional information and or interviews may be required with any potential Lessee submitting a responsive proposal. Further, EVPL may conduct further discussions with any potential Lessee for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements.

1.12 PRE-CONTRACTUAL EXPENSES

EVPL shall not, in any event, be liable for any pre-contractual expenses incurred by the potential Lessees in the preparation of their proposals, for responding to this RFP, or for any costs associated with discussions required for clarification of items related to this proposal, including any future interviews. Potential Lessees shall not include any such expenses as part of their proposals.

Pre-contractual expenses are defined as expenses incurred by the proposed in:

- preparing its proposal in response to this RFP;
- submitting that proposal to the EVPL;
- negotiating with the EVPL any matter related to this proposal;
- any other expenses incurred by the proposer prior to the date of award of the Proposer's Agreement

A potential Lessee may not classify any information pertaining to lease terms, experience, or proposed rental as proprietary information. All information and material returned with each proposal shall become part of any lease, which results from this proposal, and will become a public record.

1.13 QUESTIONS TO THE LIBRARY PRIOR TO DUE DATE

Companies wishing to have questions and/or clarifications answered regarding this RFP must submit in writing via fax to Lori Tomlin at (812) 428-8397 or email, lorit@evpl.org, no later than Wednesday, August 26, 2020. Questions will be reviewed by EVPL evaluators and if deemed relevant to the respondents, will be answered via addendum to all recipients of this RFP.

1.14 AMENDMENTS

It is recognized that subsequent written amendments to the awarded lease may be necessary; and all such amendments will require the mutual agreement of the parties.

1.15 AMENDMENTS TO THE REQUEST FOR PROPOSAL

Amendments to this RFP may be necessary prior to the closing date, and will be furnished in the form of written addenda by mail to all prospective Lessees. Oral communications with any person(s) will not be construed as providing amending data to the specifications, unless converted to the form of written addenda and conveyed to all prospective Lessees.

SECTION 2 LEASE SPECIFICATIONS

2.1 COMPLIANCE WITH APPLICABLE LAWS

The Lessee shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations during the term of the lease.

During the term of the lease, the Lessee shall comply in all respects with the Equal Employment Opportunity Act and the Americans with Disabilities Act. Findings of noncompliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of the lease.

2.2 TAXES AND INSURANCE

The Lessee shall pay all taxes that are lawfully assessed against the EVPL or the Lessee in connection with the lease.

Immediately upon the awarding of the lease, the Lessee shall secure and pay for, at its own expense, all insurance as required under the lease or by law.

SECTION 3 REQUIREMENTS FOR CONSIDERATION

3.1 TERMS OF LEASE

Any lease the EVPL chooses to award after all proposals are received and considered, will contain the following terms:

- The lease shall extend Fifteen (15) months and shall contain a one (1) year option to renew.
- The Lessee shall rent square footage within the EVPL Annex as agreed upon by the Lessee and EVPL.
- The Lessee and EVPL shall share a reception area, hallway, meeting room and conference room as common spaces for each entity's offices.
- The Lessee shall pay rental to EVPL in the amount of Twelve Dollars (\$12.00) per square foot or in an amount later agreed upon by EVPL and Lessee.
- EVPL will pay utilities for the leased space and provide limited parking for Lessee.
- EVPL shall upgrade flooring, the ceiling, electric and computer cabling, doorknobs and or locks to leased office doors as needed, and paint in areas to be leased. The Lessee shall obtain approval from EVPL for all other renovation designs, painting, and upgrades specified in this section or at future dates upon renovation requests.

- The Lessee shall be responsible for maintaining and paying for internet and telephone services.
- EVPL will provide security alarm services and limited cleaning services in common areas, as well as trash removal and vacuuming in leased offices.
- The Lessee shall be responsible for providing any and all office equipment, and other furniture within its offices and /or in leased space that is not common space.
- The Lessee shall be required to execute an E-Verify Affidavit pursuant to I.C. 22-5-1.7-11, affirming that the Lessee verifies the work eligibility status of all its newly hired employees through the E-Verify program.
- The Lessee shall be required to obtain and maintain any and all insurance on the leased property as required by EVPL and/or local, state, or federal law.
- Any and all other terms as negotiated by EVPL and Lessee, or required by EVPL and/or local, state, or federal laws.

3.2 PROPOSAL REQUIREMENTS

It is the purpose of the RFP to obtain as complete data as possible from each potential Lessee to enable EVPL to determine which potential Lessee is best able to satisfy all the criteria that are to be considered in the award of the lease. To this end, each potential Lessee shall furnish as part of their proposal each of the following:

1. The return of this RFP signed and completed as required.
2. Complete name and address of company or individual making the proposal. Please note that under Indiana Code 36-1-11-12 the following individuals are ineligible to submit a RFP: (1) a person who owes delinquent taxes, special assessments, penalties, interest, or cost directly attributable to a prior tax sale on a tract of real property listed under IC 6-1.1-24-1; (2) a person who is an agent of the person described in subdivision (1). Further, under I.C. 36-1-11-12, if a proposal is submitted by a trust, each beneficiary of the trust and each settlor empowered to revoke or modify the trust must be identified.
3. The days and hours of operation that the potential Lessee's offices will be operated.
4. The square footage needed by the potential Lessee to operate its non-profit business and/or activities.

5. The financial resources of the potential Lessee to perform the lease, including copy of the most recent fiscal year-end financial statement.
6. The name, title and contact information of an authorized individual who is empowered to enter into negotiations and who can execute a lease on behalf of the company or individual.
7. Any other information which the potential Lessee believes the EVPL should consider in evaluating the proposal.

3.3 AFFIRMATIVE ACTION POLICY

It is the policy of the EVPL to be in full compliance with all federal and state non-discrimination and equal opportunity laws, orders and regulations relating to race, sex, religion, disability, age, national origin, or status as a disabled veterans. All persons or entities making proposals must also be in full compliance with these laws, orders, and regulations.

PROPOSAL

Having examined this RFP, including the General Instructions, Lease Specifications, Lease Terms and Proposal, and having become familiar with the requirements herein, the undersigned hereby submits and makes the attached proposal. (Please attach proposal, legibly handwritten or typed, on a separate sheet of paper, and include it with this executed proposal form).

The undersigned, through its authorized representatives, hereby certifies that:

The potential Lessee understands and accepts the terms and provisions as provided in this RFP.

The potential Lessee has reviewed this proposal and has found it to be accurate in all material respects.

The potential Lessee's representative is authorized to submit this proposal.

The potential Lessee understands that the figures and terms quoted in the proposal are to be used by the EVPL in determining the most advantageous proposal.

The potential Lessee has familiarized itself with the nature and extent of the Proposal, lease space, and all local conditions, laws and regulations that in any manner may affect the leasing of the space within the EVPL Annex.

This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group,

association, organization, or corporation; the potential Lessee has not directly or indirectly induced or solicited any other potential Lessee to submit a false or sham proposal; the potential Lessee has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the potential Lessee has not sought collusion to obtain for itself any advantage over any other potential Lessee or over the EVPL.

The potential Lessee does not knowingly employ an unauthorized alien. The undersigned further affirms that the potential Lessee has enrolled in and verifies the work eligibility status of all its newly hired employees through the E-Verify program or intends to enroll if awarded the lease.

Signed By: _____

Name Printed: _____

Title: _____

Company: _____

Date: _____ Telephone: _____

Address: _____

