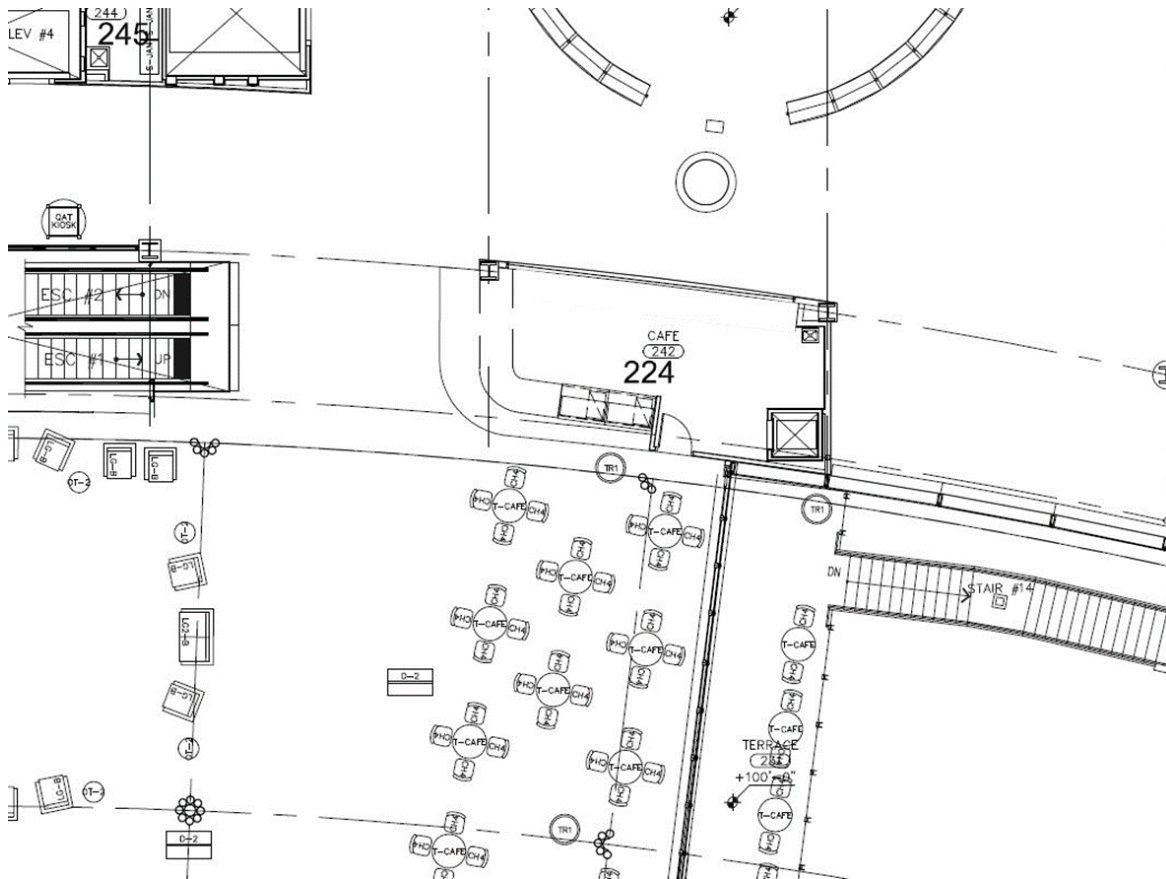


**REQUEST FOR PROPOSALS
FOR CAFÉ SERVICES
THE INDIANAPOLIS PUBLIC LIBRARY – CENTRAL BRANCH
40 E ST CLAIR ST
INDIANAPOLIS IN 46204**

In this Request for Proposals (“RFP”), the Indianapolis Public Library (“Library”) seeks proposals from qualified vendors (“Vendor”) to operate and manage a café at the Central Library located at 40 E St Clair St, Indianapolis, IN 46204.

The Library intends to select one Vendor to provide coffee, beverages and food items for Library patrons and staff. The café will be open a reasonable number of hours each day during the Library’s regular hours of operation. Café will not operate at times when the Library is closed. Café customers and employees will have access to the Library’s public restrooms.

As shown below, the café will be located in Central Library’s Atrium. The entrance to the café is the same as the library entrance.



The Central Library also has a pantry and storage area available for use for the café operations and has an equipped kitchen that may be available for limited use by the selected Café Vendor.

The café may also be offered the opportunity to provide food and refreshments served in meeting rooms and events held during regular public hours of operation, and shall be responsible for set-up, tear-down as well as cleaning, providing utensils, supplies, and containers as required.

For non-library meetings and meetings limited to Library staff, library programs, Library Board events, Library Foundation events, and regional library staff meetings for professional development, the event organizer shall have the choice between refreshments provided by the café or an outside source.

The vendor selected to operate the café will pay the Library a commission on gross receipts from the operation of the café and from all meeting room catered bookings. The commission paid to the Library will be inclusive of the right to use the café space, the pantry storage area, existing utilities, the existing café equipment, glassware, flatware and other serving equipment. The Library will provide an initial inventory of equipment as well as expendable and non-expendable supplies and equipment (e.g. glassware, flatware, trays and kitchen utensils). The selected Café Vendor will be responsible to maintain such minimum or par stock levels at its cost. With respect to any equipment supplied by the Library, the equipment will be provided “as is” and without any warranties express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

The required number of Proposals shall be submitted in a sealed envelope addressed to Café Proposal, The Indianapolis Public Library, 2450 N. Meridian St., Indianapolis, IN 46208 by noon EST on Friday, October 4, 2024. Proposals received after the noon deadline will be returned to the vendor unopened. Questions relative to this RFP shall be directed to the Library Purchasing Manager, Gwendolyn Simmons: purchasingRFP@indypl.org.

I. ABOUT THE INDIANAPOLIS PUBLIC LIBRARY

For more than 150 years, the Indianapolis Public Library has continuously adapted and expanded to serve the evolving needs of our City and its residents. The Indianapolis Public Library strives to be a welcoming place to our growing number of patrons and stands as a vital public resource to our community. The Indianapolis Public Library has more than 260,000 cardholders and a total annual circulation of 6,930,303 at our twenty-five branch locations and bookmobile. More information at indypl.org.

As the flagship of The Indianapolis Public Library system, Central Library showcases renowned architecture and services. The original 1917 building, designed by Paul Cret and constructed of Indiana limestone in the Greek Doric style, was considered one of the most outstanding secular buildings in the United States. Its six-story glass and steel-framed addition, designed by Evans Woollen, opened in 2007. There are approximately 140 staff employed at Central Library.

Historical Foot Traffic Data. Please see chart below for monthly foot traffic data for 2022 and 2023.

Monthly Traffic Report

Month	2022	2023
January	22,996	27,588
February	19,328	31,299
March	26,292	33,670
April	22,735	35,629
May	26,801	32,831
June	30,473	33,628
July	31,458	34,822
August	28,279	31,977
September	29,541	32,114
October	27,875	30,884
November	27,496	31,303
December	23,639	31,790

Central Library's operating schedule is:

Mon - Tue	10 a.m. - 8 p.m.
Wed - Thu	10 a.m. - 6 p.m.
Fri - Sat	10 a.m. - 5 p.m.
Sun	1 p.m. - 5 p.m.

The Library is closed on the following days (2024):

- New Year's Day (January 1st)
- Martin Luther King Day (third Monday in January)
- Easter Sunday
- Memorial Day Weekend (Saturday - Monday)
- Juneteenth Day (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Indigenous People's Day (October 14)
- Staff Training & Appreciation Day (November 4)
- Monumental Marathon (November 9)
- Thanksgiving Eve (close at 5:00 p.m.)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (close at 5:00 p.m.)

II. PROPOSAL REQUIREMENTS

The Vendor shall submit an original and three copies of the Proposal which shall include the following minimum requirements:

1. The names and addresses of all principals and owner in the Vendor's business.
2. All businesses in which the vendor or its principals have a financial interest.
3. Detailed explanation of experience in café services.
4. Detailed narrative of the style/type of the proposed café, including, but not limited to proposed level of services, proposed hours, proposed menu, number of employees, etc. The proposed menu shall include representative prices to accommodate all IndyPL patron demographics.
5. The Library offers the café space "as is" and will entertain requests to make modifications and may negotiate on proposed improvements to the café.
6. Marketing/social media plan to promote the café services which, when implemented, will also project a positive public image of the Library.
7. At least three (3) business references with contact names and information.
8. Resumes, qualifications, experience of the Vendor's owners.
9. Listing of all establishments for which the Vendor possesses County Health Department Certificates and/or municipal permits.
10. Copy of Health Department licenses and all licenses relevant to the operation of the café.
11. E-Verify Affidavit
12. Non-Collusion Affidavit

III. SCOPE OF SERVICES AND REQUIREMENTS

A Vendor submitting a Proposal shall have the ability to provide the following services, have the following minimum qualifications, and meet the following requirements to qualify for consideration, all of which shall be specifically addressed by the Vendor in the Proposal:

1. The Vendor shall have at least two (2) years' experience of owning, managing, or operating a café, restaurant, or food service facility.
2. The Vendor shall offer coffee, beverage and food priced at the levels as those items offered at other public institutions in the metro area.

3. The Vendor shall describe its ability and commitment for keeping the café area clean, neat and in a safe and sanitary condition by bussing the seating areas and immediately cleaning up all spills and messes in that area and the meeting rooms. Trash will be handled in a safe and controlled manner to avoid spills and leaking containers. The Vendor will not allow boxes, cartons, barrels, carts or other similar items to remain in view in public areas.
4. The Vendor shall be responsible for and shall describe its ability and process for providing and requiring food handler certificates and/or medical examinations as required by law and will make such records available for the Library's review.
5. The Vendor shall be responsible for securing and maintaining and shall identify all licenses and certificates held by the Vendor and required to operate the café and provide the food and refreshment services. The Vendor shall display these licenses and certificates as required by law.
6. The Vendor shall describe its ability and history of employing, and shall commit to employ, management and supervision of the café and food service operations to ensure high quality, smooth, timely, attentive and customer-friendly service. The Vendor should supply an organization chart demonstrating how the Vendor's staff would be organized and the authority level of each staff member.
7. The Vendor will make every effort to ensure that only the highest quality food is sold in the Library.
8. The Vendor shall submit a menu of the items proposed to be served in the café with prices. The Library desires a menu that focuses on foods that require only warming, cooling, or finishing on site, i.e. salads, sandwiches, soups, pastries, coffee and juices, as opposed to foods that need to be fully cooked or grilled.
9. The Vendor shall describe marketing strategies or plans that the Vendor would use to promote the Library's food service offerings at the café.
10. The Vendor shall provide, implement, and use a Point-of-Sale system (POS) to process transactions with the ability to generate monthly revenue reports. To ensure security, cellphones cannot be used in processing of transactions.

IV. GENERAL PROPOSALS TERMS

The following terms shall govern the submissions of Proposals:

A. Vendor Rights. All materials submitted in a Proposal shall become the property of the Library upon delivery, are considered public records, and may be appended to the agreement that may result from this RFP ("Agreement"). Such records are available for public inspection and copying, and neither party shall be liable for disclosures required by law.

B. Reservation of Rights. This RFP does not commit the Library to award a contract, to pay any costs incurred in the preparation of a Proposal to this request, or to contract for services. The Library will evaluate Proposals based upon the effectiveness of the perceived performance of each Vendor as it relates to the Library's specific requirements. The Library specifically reserves the right to: (i) conduct discussions, either oral or written, with the Vendors determined by the Library to be reasonably viable to being selected for award; (ii) reject any or all Proposals or any part thereof; or (iii) to waive any defects or informalities in a Proposal when it is in the best interest of the Library.

C. Inconsistency or Error in the RFP. Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the Library in writing of such apparent discrepancy. Failure to so notify the Library by the Proposal submission deadline will constitute a waiver of any and all claims of ambiguity, inconsistency or error.

D. Addenda. The Library shall not be responsible for oral instructions given by any employees of the Library regarding the RFP. Any change shall be in a written addendum which will be furnished to Vendors who are listed as having received the RFP, or to any other Vendor who requests an addendum.

E. Vendor Incurred Costs. The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Library and may not be returned after the Proposal's submission deadline.

F. Rejection of Proposals. The Library 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 the Library's best interest. Any Vendor objecting to the rejection of a Proposal, or portion thereof, must submit a written protest stating the reasons for the protest to the Library within (5) calendar days from the date of the Library's notification of award letter.

G. 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 to any employee, official or current contracting consultant of the Library.

H. Warranties. A Vendor submitting a Proposal warrants that the Vendor is fully capable of performing each and every task set forth in the Proposal. No limitation or exception to this warranty provision will be acceptable to the Library, except it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by the Library.

I. Library Right to Disqualify for Conflict of Interest. The Library reserves the right to disqualify any Vendor on the basis of any real or perceived conflict of interest that is disclosed by the Proposal submitted or other data available to the Library. The right of disqualification is at the sole discretion of the Library.

J. Covenant Against Contingent Fees. The Vendor warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the Library shall have the right to annul the Agreement without liability or in its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage, or contingent fee.

K. **Gratuities.** The Library may, by written notice to the Vendor, terminate the Agreement upon one (1) day notice, if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Vendor, or any representative of the Vendor, to any officer or employee of the Library with a view toward securing or amending, or making any determinations with respect to the performance of such Agreement. In the event of such termination, the Library shall be entitled to seek the same remedies against the Vendor as the Library could pursue in the event of default by the Vendor.

L. **Affirmative Action in Employment.** The Library is committed to provide an equal opportunity for participation of minority and women owned business enterprises and providing equal opportunity in all Library business. It is the goal of the Library to achieve participation of minority and/or women owned business in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. For purposes of tracking minority and/or women owned business enterprises utilization, Vendors who are MBE or WBE firms or who meet the criteria of MBE or WBE firms are requested to provide a statement in the Proposal indicating their status, the appropriate designation, and whether they are certified as such. If certified, a copy of a certification should be included in the Proposal. The Library extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for Library business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition. The Library welcomes café proposals from human services organizations who wish to operate in part in order to provide employment to persons with disabilities. A successful Vendor in performing services under the Agreement shall not discriminate against any worker, employee or applicant or any member of the public, or library staff member, because of race, creed, color, religion, gender, gender identity, national origin, age or disability, nor otherwise commit an unfair employment practice. The Vendor 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, gender identity, national origin, age, or disability.

M. **News Releases.** News releases pertaining to the Award, or the Agreement shall not be made without prior approval of the Library.

V. AWARD

A committee ("Committee") consisting of Library leadership staff shall evaluate the submitted Proposals based on the following criteria:

1. Past experience relating to the ownership, management or operation of a café or restaurant facility.
2. Proposed menu items with pricing to be served in the café and meeting rooms.
3. Marketing strategies for the promotion of Library's café.
4. The quality of beverages and food to be served.
5. The proposal's compliance with the RFP's requirements.
6. Proposed days and hours of operation of the café.
7. Obtainment of appropriate licenses to operate the Library's café.
8. The financial stability of the Vendor.

The Library intends to award a contract to the Vendor whose Proposal, in the sole judgment of the Library, is most advantageous to the Library and its patrons. The Library reserves the right to accept or reject any or all Proposals.

The Committee shall make a written recommendation of the selected Vendor to the Library Board. Upon approval by the Library Board, the Library shall issue a Notification of Award to the selected Vendor. Any person with standing who has an objection to the Notification of Award shall submit a protest, in writing, with Library no later than 5:00 PM on the fifth calendar day following release of the Notification of Award. The Library retains the right to reject all protests not filed within this time or those found to be without merit.

The successful Café Vendor must be ready to begin operations in January 2025.

REQUEST FOR PROPOSAL SCHEDULE

Activity	Date
RFP Issued	August 26, 2024
Public Notification of RFP	August 26, 2024
Second Public Notification of RFP	September 9, 2024
** MANDATORY ** Pre-Proposal Conference (walkthrough)	September 11, 2024, 1:00 pm, Riley Room Central Library, 40 E St Clair St., Indianapolis IN 46204
Questions from Vendors Due to Library	September 18, 2024, 8:00 am
Answers to Questions sent to Vendors	September 25, 2024
RFP Due by Noon	October 4, 2024, 12:00 pm
Review Proposals	October 7, 2024 – October 11, 2024
In-Person Interviews/tasting with Vendors	October 14 3 224 - October 18, 2024
Notification of Selection	October 21, 2024

Note: *Pre-proposal conference attendance is mandatory for those applying.* Proposers who do not attend proposal conference will be disqualified from applying. This represents the optimal proposal and review schedule. The Library reserves the right to deviate, if necessary, from the above schedule.

In addition to the requirements contained in this RFP and in the contents of the selected Vendor’s Proposal, the selected Vendor and Library shall enter into an Agreement with the following minimum terms and conditions:

A. Labor and Materials. The Vendor shall provide all labor, materials and supplies for the work to be performed under this RFP.

B. Agreement Period. The Agreement shall have an initial term of one (1) year unless earlier terminated. The Agreement may be renewed by the mutual agreement of the parties on an annual basis thereafter.

C. Agreement. The Vendor agrees that its Proposal, if selected for an award, and the requirements of this RFP, shall form the basis of an Agreement to be prepared by Library counsel. The Vendor acknowledges that, in submitting a Proposal, it has thoroughly reviewed the RFP and will provide all services, labor, and materials in accordance with the requirements of the RFP.

D. Compliance with Laws. The Vendor shall comply with all applicable laws, and legal requirements of federal, state and local governments.

E. Audit of Contract Records. The Vendor shall keep all resulting contract records separate and make them available for audit by Library personnel or upon request.

F. Standard/Licensure Requirements. The Vendor shall provide documentation to the Library evidencing all necessary licenses to practice its business prior to the awarding of the contract.

G. Utilities. The Library shall be responsible for electricity, gas, steam, water, sewer, and air-conditioning. The Library shall not be held responsible for any break in these services or for any loss of operational hours by the Vendor. The Vendor shall be responsible for all other costs and expenses of its operations.

H. Maintenance. The Library shall maintain the exterior of the café. The Vendor shall maintain the café space. All other maintenance obligations shall be set forth in the Agreement.

I. Out of State Vendors. An out-of-state Vendor shall be authorized to do business within the State of Indiana.

J. Prime Contractor Responsibility. The use of Subcontractors in connection with the Agreement should be clearly explained and described in the Proposal and is subject to the approval of the Library. Any approved Subcontractor shall agree to be bound by and subject to all terms and conditions of the Agreement between the Library and the Vendor. The Vendor, as prime contractor, shall be responsible for the performance of all obligations under the Agreement.

K. Independent Contractor. The Vendor shall be an independent contractor and not an employee of the Library. The 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 in the Agreement. Nothing in the Agreement shall create any contractual or other relationship between the Library and any Subcontractor having a contract with the Vendor, nor shall it create any obligation on the part of the Library to pay or to see to payment of any monies due to any Subcontractor from the Vendor. The Vendor represents and warrants that no persons supplied by it in the performance of the Agreement are employees of the Library and further agrees that no rights of the Library's civil service, retirement or personnel rules accrue to such persons. The Vendor 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 the Vendor in the performance of the Agreement and shall save and hold the Library harmless with respect thereto.

L. Indemnification. Vendor shall defend, indemnify and hold harmless Library 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 Vendor, 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 the act, whether active or passive, error, omission, conduct, or operation of Vendor, or any subcontractor, or anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable; or (b) the breach of any of the representations, warranties, covenants, obligations or duties contained in the Agreement by Vendor; or (c) any violation of any federal, state or local laws, rules or regulations by Vendor. The Agreement indemnification obligations shall not be limited by reason of the enumeration of any insurance coverage required under the Agreement and shall survive the termination of the Agreement.

M. Vendor Required Insurance Coverage. Vendor shall secure, pay for and maintain the following insurance policies (collectively, the "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 the Agreement, Vendor's activities or presence at the Location, and any negligent act or omission of Vendor or its employees and/or agents or subcontractors in connection with the Services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Vendor pursuant to the Agreement:

1. Commercial General Liability insurance (occurrence form) (including premises operations liability inclusive of broad form contractual liability, bodily injury (including death), personal injury, special form property damage, fire legal liability, contractual liability, products and completed operations, independent contractors, errors and omissions, and medical payments), with policy limits of One Million dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) aggregate.
2. Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Café Vendor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit.
3. Business Automobile Liability insurance, including coverage for owned, hired, leased vehicles, which shall include vehicle and property (cargo) damage and bodily injury in an amount not less than One Million Dollars (\$1,000,000) each person; One Million Dollars (\$1,000,000) each occurrence.
4. Blanket employee dishonesty coverage with One Hundred Thousand Dollars (\$100,000) limit, with coverage extending to funds and/or property held or secured by Café Vendor on behalf of Library.
5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Café Vendor shall be Café Vendor's responsibility. The Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Café Vendor.
6. Umbrella Liability insurance (written on an occurrence basis) with policy limits not less than Five Million Dollars (\$5,000,000) for each occurrence. Such Umbrella policy will serve as excess coverage for the coverages identified in paragraphs 1, 3 and 4 of this Section 12.2.

M(a). Insurance Endorsements. All insurance Policies addressed in Subsections M (1), (3), (4) and (6) above shall be endorsed on the policy to name the following as additional insured's:

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

All insurance Policies required hereunder:

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

M(b). Certificates of Insurance and Endorsements. Café Vendor shall deliver to Library, prior to commencement of Services under the 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 Library by the aforementioned time, or if any of such policies are canceled, Library shall have the right to terminate the Agreement immediately and/or deny Café Vendor access to the Location.

M(c). Minimum Requirements. These insurance provisions are minimum requirements and shall not relieve Café Vendor of its indemnity, defense and hold harmless obligations.

M(d). Deductible or Self-Insured Retention. If Café Vendor's insurance contains a deductible (or self-insured retention amount), Café Vendor shall disclose the amount, and be responsible for payment of any claim equal to or less than the deductible (or self-insured retention amount). Library 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 Library.

N. **E-Verify**. The Vendor shall enroll in and participate in the E-Verify Program (<https://www.e-verify.gov/>) for its employees and any Subcontractor's employees.

O. **News Releases**. All news releases pertaining to the Award, or the Agreement, shall not be made without prior approval of the Library.

P. **Performance Uninterrupted**. The Vendor shall perform services without interruption except as provided herein. If the Vendor believes that food and beverage services cannot be performed due to inclement weather or other unsafe conditions, the Vendor shall notify the designated Library Director to determine whether services performed by the Vendor may be postponed or excused. The decision whether to postpone or excuse the performance of the Vendor shall be in sole discretion of the Library and shall be final.

Q. **Communications**. The Vendor shall communicate regularly or on an agreed upon schedule with the Library Director to provide updates regarding the services performed. The Vendor shall correct all deficiencies within forty-eight (48) hours after being notified by Library Director.

R. Vendor Staff. The Vendor shall ensure that its employees and agents are physically, emotionally and intellectually capable of reacting to potentially volatile, threatening and stressful situations. The Library reserves the right to request without justification that the Vendor reassign any personnel whom, in the judgment of the Library, are unqualified or unsuitable to perform the required services. The Vendor shall indemnify and hold the Library harmless from and against any claim, action, lawsuit or other matter arising out of the Vendor's reassignment of its employees or agents upon the request of the Library.

S. No Collusion. The Vendor shall warrant that neither the Vendor nor any of its owners has entered into any combination, collusion or agreement with any person associated with the Library for the providing of services under the Proposal.

T. Health and Safety. The Vendor's employees are required to maintain and comply with the proper health and sanitation standards, requirements and regulations in order to maintain a high level of customer service.

EXHIBIT A

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 _____

EXHIBIT B

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 _____