



INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

REQUEST FOR PROPOSALS

PRINTING SERVICES

RFP Issue Date	August 31, 2011
Registration Date for Vendors	September 15, 2011
Pre-Proposal Conference	September 22, 2011 – 2:00 PM
RFP Submittal Deadline	October 6, 2011 – 2:00 PM

IMCPL Contact: Pamela Hammersley, Contracts Manager
Indianapolis-Marion County Public Library
2450 N. Meridian St.
Indianapolis, IN 46208

Telephone: 317-275-482

E-mail: phammersley@imcpl.org

Web Site: www.imcpl.org

Request for Proposals

PRINTING SERVICES

The Indianapolis-Marion County Public Library System

I. BRIEF INTRODUCTION

The Indianapolis-Marion County Public Library (IMCPL) is requesting proposals from qualified Vendors to provide Printing services for the Central Library (Central), the Library Services Center (LSC), and twenty-two (22) branch facilities (Branches). The services described in this Request for Proposals (RFP) are to begin on or about **November 1, 2011**. This RFP describes the technical specifications for the services to be performed and contains an overview of the terms under which services are to be provided.

Vendors submitting timely responses (Proposals) may offer quotes for any and all combinations of services contained in the Scope of the RFP. Special consideration may be given to Vendors who can provide all identified services. The IMCPL will consider partnerships between Vendors in order to provide the full range of required services. The IMCPL reserves the right to split the contract among Vendors, to award only part of the services specified in this RFP, to use additional Vendors, or to reject all Proposals. The IMCPL may negotiate different terms and conditions with any Vendor after opening all of the Proposals.

It is the policy of this Library to strongly encourage efforts to increase opportunities for qualified MBE/WBE businesses in all segments of the community to do business with the Library.

II. ATTACHMENTS

Attachment A – Examples of Printing Jobs and Price Quotes Requested

Attachment B - Insurance Requirements

Attachment C – E-Verify Affidavit

Attachment D -Non-Collusion Affidavit

III. QUESTIONS AND CLARIFICATIONS

Questions and clarification inquiries about this RFP must be received **prior to September 19, 2011**, and should be directed in writing to:

Pamela Knox Hammersley
Contract Administrator
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, Indiana 46208
Telephone: (317) 275-4822 Fax: (317) 269-5220

A complete listing of all Vendor questions along with the IMCPL responses will be provided to each registered Vendor.

Upon receipt of this RFP, all Vendors considering submission of a Proposal and desiring to be included in this RFP process should submit the name, company, address, phone number, fax number and e-mail address of a person who shall be the single point of contact and who is authorized to act on behalf of the Vendor. This submission shall be forwarded to Pamela Hammersley at the address or fax number listed above.

IV. SUBMISSION OF PROPOSALS

Vendors must submit five (5) copies of their Proposals. Proposals must be received by IMCPL no later **than 2:00 PM on Thursday, October 6, 2011** at the address listed above. No late Proposals will be accepted. Proposals may be opened publicly and read aloud in the Library Boardroom located within the LSC at the address listed above beginning at 2:15 p.m. on **October 6, 2011**, if warranted. All Vendors who submit Proposals will be notified if a public opening is held.

The IMCPL reserves the right to request additional information and in-person interviews with Vendors who submit complete Proposals. It is expected that the review process will be completed on or about **October 14, 2011**. The IMCPL may choose to have discussions with Vendors to clarify Proposals. The IMCPL may, in its sole discretion, share such discussions with other Vendors.

All materials submitted in response to this Request for Proposal become the property of the IMCPL upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between the IMCPL and a selected Vendor. Each Vendor, as an express condition for the IMCPL's consideration of such Vendor's proposal, agrees that the contents of every other proposal is confidential, proprietary and trade secret information in all technical areas and waives any right to access to such proposals. No submissions or supporting documentation will be returned to Vendor. Vendors submitting proposals should recognize that the IMCPL is a public body and, as a public body, the IMCPL is subject to disclosure requirements and must abide by public record laws. Neither party shall be liable for disclosures required by law.

This RFP does not commit the IMCPL to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to contract for services. The IMCPL reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified sources, or to cancel in part or in its entirety this RFP, if it is in the best interest of the IMCPL to do so. The IMCPL will evaluate proposals based upon the effectiveness of the perceived performance as it relates to the IMCPL's specific requirements. The lowest fee proposal shall not necessarily be selected. The IMCPL 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 in the best interest of IMCPL.

Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the IMCPL in writing of such apparent discrepancy. Failure to so notify the IMCPL by the RFP submission due date will constitute a waiver of claim of ambiguity, inconsistency or error.

The IMCPL shall not be responsible for any oral instructions given by any employees of the IMCPL in regard to the proposal instructions, specifications or proposal documents as described in this RFP. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with the IMCPL as having received the Request for Proposal, or to any other Vendor who requests an addendum.

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 IMCPL and may not be returned after the proposal submission deadline.

The IMCPL reserves the right to reject any or all responses received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in the IMCPL'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 IMCPL within (5) calendar days from the date of the IMCPL's notification letter.

By submission of a proposal, the Vendor certifies that the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract, to any employee, official or current contracting consultant of the IMCPL.

V. DETAILED SPECIFICATIONS OF THE PRINTING SERVICES

The following is an outline of the requirements for design, printing and copying services to meet the needs of the IMCPL. Vendor shall indicate its ability to perform each service and shall provide additional information that will assist the IMCPL in evaluating Vendor's ability to perform each service.

A. **Equipment.** Vendor should utilize State-of-the-art equipment that will enable Vendor to provide high quality products and services, from design, typesetting, printing and sorting to binding or copying as follows:

1. Graphic design capabilities: including but not limited to, the creative use of fonts, graphics, color and layout. Vendor should include samples of previous work performed.

2. Conventional Stripping: from camera ready art to high-resolution film output, to CTP file prep; 4-color film work; halftones/camera work and color proofing.
3. Printing: One-to-multicolor sheet-fed printing with coating capabilities.
4. Finishing: folding, collating, GBC and wire binding, die cutting, perfect binding, saddle stitching, perforating, micro-perforating, round cornering and tab cutting.
5. Business stationery: including but not limited to letterhead, envelopes, business cards, and note pads.
6. Brochures, flyers and forms
7. Booklets and manuals
8. Full-color posters and banners.

B. Services. Vendor should indicate its ability to provide the following services and any additional charges associated with these services.

1. Designed documents must be available in PDF format with website posting capabilities. IMCPL staff also must be able to edit, manipulate and revise designed documents using Microsoft Office software.
2. Provide full color proof and free proof correction service.
3. Vendor must provide timely service response and fast turnaround (not to exceed 24 hours) for rush projects. Provide accurate time estimates detailing when projects will be completed.
4. The selected Vendor is expected to have dedicated customer service representative available to process orders by e-mail, fax or phone and provide free pick-up and delivery to all IMCPL locations.
5. Provide shrink-wrapping in customer specified quantities.
6. Provide established IMCPL identification on all IMCPL material (logo, date, etc.) as specified by IMCPL.
7. All IMCPL documents shall be backed up and stored securely for future use.
8. Sufficient printing sites located throughout Marion County to effectively and timely service the printing needs of the IMCPL. As an alternative to having

multiple printing sites throughout Marion County, Vendor may propose a county-wide, free pickup and delivery service within a specified and acceptable period of time.

See Attachment A for Examples of Printing Jobs and Price Quotes Requested

C. General Specifications and Contract Requirements.

1. The purpose of this RFP is to enter into a Professional Service Agreement between a Vendor and the IMCPL for the purpose of outsourcing printing needs.
2. Any Agreement shall be on an as needed, if needed basis. The IMCPL makes no guarantee as to the amount of usage.
3. The services to be furnished by the Vendor may be revised at any time by written execution of a change order.
4. Vendor shall furnish all equipment necessary for the performance of work under this RFP. The IMCPL reserves the right to approve all materials used.
5. Vendor shall submit the Vendor price sheet as a part of the Proposal, indicating the service prices for routine services provided under this RFP. Vendor shall also include applicable labor rates with material and labor multipliers for non-routine services.
6. Upon request by the IMCPL, Vendor shall also provide to the IMCPL a piece rate or lump sum quote for special projects that are not typically performed by Vendor on a weekly basis. Special projects shall not be undertaken unless requested and approved in writing by the IMCPL prior to commencement of the special project.
7. Work scheduled on a weekly basis which falls on any Holiday shall be performed in the same week in which such holiday occurs. Work scheduled less frequently than weekly, which falls on any such holiday, shall be rescheduled to the week preceding or the week following said holiday. Vendor shall coordinate with the IMCPL regarding Holidays recognized by the IMCPL.
8. As a condition for payment, Vendor shall submit monthly invoices for services performed during the preceding month. If previously agreed to by IMCPL and Vendor (the "Parties") in writing, IMCPL may compensate Vendor for special projects after completion of the special projects, so long as Vendor provides IMCPL with an invoice for such services. All invoices for services performed

shall be detailed and itemized and shall include, without limitation, the IMCPL staff member who authorized and approved the services, and shall be accompanied by the executed work order(s).

9. The Vendor chosen by IMCPL shall submit to the IMCPL in writing, not less than five (5) days prior to the execution date of a Professional Services Agreement (“Agreement”), the name and telephone number of each supervisor with the authority to act on the Vendor’s behalf. Vendor's supervisors shall be fully and adequately trained and experienced in sufficient scope to meet the approval of the IMCPL, in its sole discretion. Vendor shall provide trained and experienced employees to perform the services and shall take reasonable precautions to assure that such employees are reliable and of good character.
10. If any scheduled or non-routine work is omitted or found to be unacceptable by the IMCPL, Vendor will be advised of such omission or unacceptable work and will make prompt corrections within 72 hours.
11. Whether or not Vendor uses subcontractors to perform any of the Services, Vendor and Subcontractors, if any, shall comply with, abide by and observe the Occupational Safety & Health Act and all other statutes, laws, ordinances, rules, regulations, or standards of federal, state and local governments having authority or jurisdiction over the Services or performance of the Services, or any lawful orders pertaining in any way to the Services.
12. At the IMCPL’s request, Vendor shall promptly remove from IMCPL premises any employee of Vendor who, in the IMCPL’s opinion, has been negligent, wasteful, dishonest or otherwise unsatisfactory in performing his or her duties. Vendor shall indemnify and hold the IMCPL harmless from any claims for damages, loss or expense of any kind whatsoever arising from the IMCPL’s request that an employee of Vendor not work on IMCPL premises.
13. Any resulting Services Agreement between the IMCPL and Vendor shall require the Vendor to secure, pay for and maintain the insurance policies and coverages, and shall include the insurance requirements, set forth in **Attachment B**.
14. The IMCPL reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the IMCPL. This disqualification is at the sole discretion of the IMCPL. Any Vendor submitting a proposal herein, waives any right to object at any future time, before any body or agency, including but not limited to, the IMCPL, or any court, to IMCPL’s exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by the IMCPL.

15. Any Vendor submitting a proposal in response to this RFP warrants and guarantees that the Vendor is fully capable of performing the tasks designated to be supplied. No limitation or exception to this warranty provision will be acceptable to the IMCPL; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by the IMCPL.
16. The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the Services 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 IMCPL 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.
17. The IMCPL may, by written notice to the Vendor, terminate the right of the Vendor to proceed under a resulting Services Agreement upon one (1) calendar 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 agency or representative of the Vendor, to any officer or employee of the IMCPL with a view toward securing or amending, or the making of any determinations with respect to the performance of such Agreement; provided that the existence of facts upon which the IMCPL makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, the IMCPL shall be entitled to pursue the same remedies against the Vendor as the IMCPL could pursue in the event of default by the Vendor.
18. The IMCPL extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for IMCPL business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition. Any Vendor in performing under an Agreement reached resulting from this RFP shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. The 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, national origin, age or disability.
19. By submission of a proposal, each Vendor certifies that it has enrolled or it shall enroll in and verify the work eligibility status of all its newly hired employees

through the E-Verify program as defined in IC 22-5-1.7-3. However, Vendor is not required to verify the work eligibility status of all newly hired employees of Vendor through the E-Verify program if the E-Verify program no longer exists. Additionally, the Vendor is not required to participate if the Vendor is self-employed and does not employ any employees.

Vendor agrees that it will not knowingly employ or contract with an “unauthorized alien”, as that term is defined in 8 U.S.C. § 1324a(h)(3). Vendor agrees that it shall not retain an employee that Vendor subsequently learns is an unauthorized alien. Nor shall Vendor contract with an entity if it learns said entity employs an unauthorized alien or continue to contract with an entity if Vendor subsequently learns that entity employs an unauthorized alien.

If awarded a Services Agreement Vendor agrees to require its subcontractors, who perform work under the Agreement, to certify to the Vendor 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. Vendor agrees to maintain this certification throughout the duration of the term of the contract with a subcontractor.

IMCPL may terminate a resulting Services Agreement for default if Vendor fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by IMCPL of such breach. As a condition to entering into a Services Agreement, the Vendor shall execute an affidavit attesting to the fact that Vendor does not knowingly employ an unauthorized alien. Such affidavit shall be in the form attached to this RFP as **Attachment C**.

20. Any Services Agreement entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties. The Vendor will agree that no persons supplied by it in the performance of a resulting Services Agreement are employees of the IMCPL and further agrees that no rights of the IMCPL's civil service, retirement or personnel rules accrue to such persons.

The Vendor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Vendor in the performance of the Services Agreement and shall save and hold the IMCPL harmless with respect thereto.

21. The Contractor must keep all resulting Services Agreement records separate and make them available for audit by IMCPL personnel or Indiana State Board of Accounts personnel upon request.
22. The selected Vendor shall provide documentation to IMCPL evidencing all necessary licenses to practice its business prior to the awarding of the Services Agreement.
23. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Indiana.

VI. GENERAL INFORMATION TO BE INCLUDED IN THE REQUEST FOR PROPOSAL

A. Introduction and cover letter (approximately one page)

- Vendor name, address, telephone, and fax
- Contact person for Vendor's response
- Signature of contact person (this signature will serve as verification that Vendor is a legal entity, Vendor does not discriminate, that the contact person is authorized to act on Vendor's behalf, and that the proposal shall remain valid for at least sixty (60) days unless otherwise extended by the Parties).

B. Company Profile (approximately two pages) – This section shall include information relating to the business organization of Vendor and any third party, which would be partnering with Vendor on this project ("Third Party") The full name and address of each potential key team member should be provided, and indication given whether each operates as an individual, partnership, or corporation.

C. Company Experience (approximately one page) – This section shall contain a general overview of Vendor's experience providing these types of services.

D. Company References (approximately one page) – This section shall include contact information for three local clients for whom Vendor has performed similar types of services that typify the qualifications of Vendor. This information shall include the company names of the clients, the contact persons, telephone numbers and the addresses of the companies. One of the three references should be a past client that is no longer using the Vendor. Provide a brief description of the work performed on each project.

E. Response to General and Technical Specifications – This section should indicate whether Vendor meets the specifications and, if not, what comparable services Vendor offers or whether Vendor would have to sub-contract with other Vendors

(Subcontractors) for the services. This section should also indicate whether Vendor accepts the general contract requirements with any exceptions thereto noted.

F. Response to **Attachment A** on sample pricing.

G. Non-Collusion Affidavit (see the attached **Attachment D**)

Vendors may include any other information within the maximum page limit that they believe will assist them in making their Proposals.

VII. EVALUATION CRITERIA

The IMCPL will evaluate the Proposals based on the criteria listed below. The IMCPL will not award the Services Agreement based solely on the lowest cost Proposal. In addition to cost, the IMCPL will weigh the following criteria:

A. The satisfaction level of other current and former clients of the Vendor under contracts for services similar to the requirements set forth herein by the IMCPL.

B. Overall cost savings and efficiencies.

C. Adequacy of the response to the general and specific requirements of the RFP.

D. Prior performance history of Vendor, demonstrated expertise, and ability to perform in all areas of the requested services.

E. Any other criteria deemed relevant by the IMCPL.

F. Financial stability of Vendor.

VIII. AWARD

The successful Vendor must be ready to proceed with said services within fifteen (15) days after receipt of the Notice to Proceed which will be on or about **October 28, 2011**. The IMCPL may conduct a pre-operation conference, prior to issuing the Notice to Proceed after notice to Vendor of award of the Services Agreement, to review equipment, starting dates, specifications, work procedures, and other matters.

Attachment A

Please note: In many cases, IMCPL will provide art and layout for printing services requested. On occasion, IMCPL will seek art and layout services from the Vendor, which the vendor will be expected to provide. The cost of set up (and any art and layout design work needed, if any) shall be separately itemized. Art, design or set-up costs or fees shall not be included in the cost of subsequent printing for a specific project following initial set-up of the project. Bidders should price for items and quantities listed below and then, make additional recommendations if desired. The quantities listed below are representative samples of work to be performed and are stated for comparing the costs in the bids. However, the IMCPL makes no guarantee as to the amount of usage. The data included in this RFP is for informational purposes only. Please attach an additional sheet with comments, suggestions or other pricing information.

Attachment A

Item	Layout Artwork & Composition	Ink	Size	Paper	Proof format	Bindery (Folds, scores)	Packaging	Delivery	Quantity	Price
Flier Summer Reading	Client provided art	4CP overall gloss varnish	4¼" x 11	100 # White Gloss Text 2-sides	Ink Jet & Digital	None	Shrink wrap in 200's Carton pack	One Location	145,000	
Brochure Summer Film	Vendor designed	Front & back 5 colors in 4 CP; +O/A Gloss ink	12 x 11	White Gloss Enamel	Ink Jet & Digital with possible modification & revised proof	Single fold	Shrink wrap in 100's Carton packed for multiple locations	25 locations within 20 mile radius	13,000	
Brochure Summer Reading	Client provided	4CP over 4CP	12 x 8.26	100# Gloss Text White	Ink Jet & Digital	Die cut & accordion fold	Shrink wrap in 100's Carton pack for multiple locations	25 locations within 20 mile radius	40,000	
Poster	Resize from client art	4CP over all gloss varnish one side	18 x 24	100 # cover white gloss	Ink Jet & Digital	Laminated & foam core mounted	None	One location	3	
Poster	Resize from client art	4CP over all gloss varnish one side	11 x 17	100# cover white glass	Ink Jet & Digital	None	None	6 locations within 10 mile radius	75	

Attachment A

Item	Layout Artwork & Composition	Ink	Size	Paper	Proof format	Bindery (Folds, scores)	Packaging	Delivery	Quantity	Price
Event Lecture Program Guide	Vendor designed	Cover 4 CP 1 side OA varnish inside page 1 color 2 sides	8½ x 11 Cover and 4 pages	80# Cover stock and 100# text	Inkjet & Digital	Single fold Stapled	Loose carton pack	One location	2,000	
Tag	Electronic File	6 colors 2 sides with bleeds	8½ x 5	80# Gloss cover white	Ink jet & Digital proof	Gloss poly- propylene film, laminate both sides of tag, score, fold to 4¼ x 5 and drill one ½” hole in top left corner	Bulk carton pack	One location	2,500	
Letterhead Window and Regular Envelopes	Client provided	PMS 288	#10	Wove Envelopes Window 24#	Digital Proof			One location	5,000	

Attachment A

Item	Layout Artwork & Composition	Ink	Size	Paper	Proof format	Bindery (Folds, scores)	Packaging	Delivery	Quantity	Price
Hours and Service Brochures	Client provided	PMS 288 English PMS 520 Spanish		Smooth Offset Cougar Opaque 80#	Digital	Trifold	Loose carton pack	One location	5,000	
Business Cards	Client provided	PMS 288		Royal Linen 80# cover	Digital		Box of 500	One location	1,000	
English and Spanish Library Card applicatio ns	Client provided	Black		2-part NCR (white and yellow)	Digital			One location	5,000	

ATTACHMENT B

INSURANCE REQUIREMENTS

Any resulting Services Agreement shall provide that Vendor 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 the Agreement, Vendor's activities or presence at the Facilities, and any act or omission of Vendor or its employees and/or agents or Subcontractors in connection with the Services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Vendor pursuant to the Agreement:

(1) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence for products and completed operations liability, One Million Dollars (\$1,000,000) fire damage, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Vendor's activities at the Facilities. Any deductible shall be at Vendor's expense.

(2) Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Vendor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000);

(3) Property Insurance coverage for all tools, materials, Equipment and other items owned, borrowed or leased by Vendor shall be Vendor's responsibility. IMCPL shall not be responsible for such tools, materials, equipment and other items owned, borrowed or leased by Vendor. IMCPL shall not be responsible for equipment and materials to be installed at the facilities by Vendor until such time that the equipment or materials are installed by the Vendor and approved by IMCPL.

(4) Automobile Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined and covering for all owned, non-owned and hired vehicles and insuring, at a minimum, against loss, damage or liability for bodily injury, death and property damage;

(5) 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 (1), (2) and (4)** above, which such policy shall be written on an occurrence basis; and

All insurance policies addressed in **Subsections (1), (3) (4) and (5)** above shall be endorsed to name the following as additional insureds:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, 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 IMCPL; (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- 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 IMCPL prior to cancellation, non-renewal or material modification.

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

These insurance provisions are minimum requirements and shall not relieve Vendor of its indemnity, defense and hold harmless obligations.

ATTACHMENT C

E-VERIFY AFFIDAVIT

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the Indianapolis Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis- Marion County Public Library, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By(Written Signature)_____

(Printed Name: _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires: _____ (Signed) _____

Residing in _____ County, State _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

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

(Contractor): _____

By(Written Signature)_____

(Printed Name: _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,20____

My commission expires: _____ (Signed) _____

Residing in _____ County, State _____