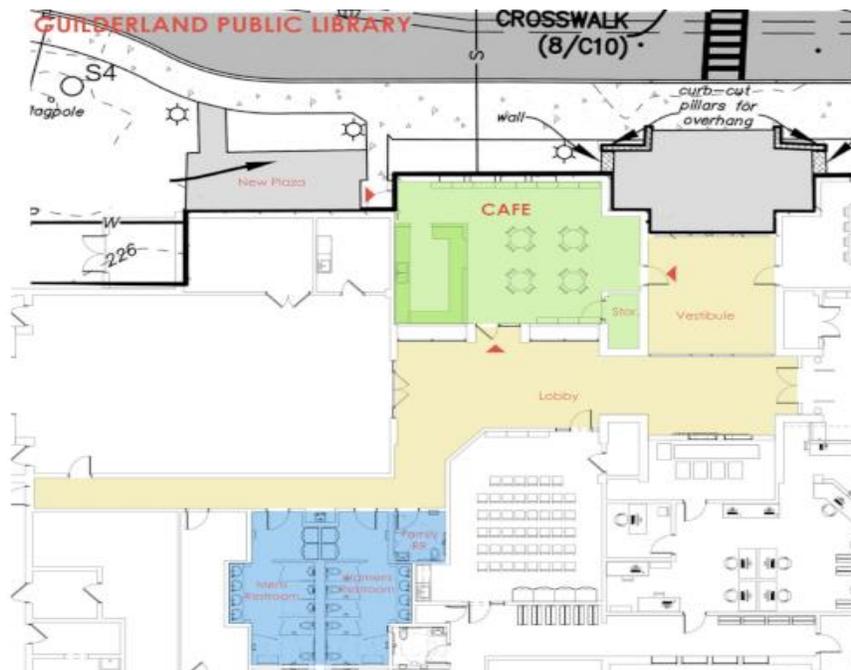


**REQUEST FOR PROPOSALS
FOR CAFÉ SERVICES
GUILDERLAND PUBLIC LIBRARY
2228 WESTERN AVENUE
GUILDERLAND NY 12084**

In this Request for Proposals (“RFP”), the Guilderland Public Library (“Library”) seeks proposals from qualified vendors (“Vendor”) to operate and manage a café at the Library located at 2228 Western Avenue, Guilderland, NY 12084. The café space is part of an ongoing renovation and expansion of the Library.

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, and may choose to be open 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 next to the Library’s front door, in a 762 square foot room including 169 square feet of work space and 38 square feet of closet space. The entrance to the café is separate from the library entrance with two doors into the library lobby. The café has the potential use of outdoor seating space.



The café will have first right to offer 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, containers and linens as required.

For 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 outside source.

The Library retains the right to use, without unreasonably interfering with normal café services, the area near the Library entrance for the sale of used books, placement of informational booklets, posting of community announcements and similar activities.

The café space will be available for inspection by appointment only by calling Director, Tim Wiles at (518) 456-2400 x.113 to schedule an appointment.

The required number of Proposals shall be submitted in a sealed envelope addressed to Café Proposal, Guilderland Public Library, 2228 Western Avenue, Guilderland, NY 12084 by noon EST on Wednesday, August 11, 2021. Proposals received after the noon deadline will be returned to the vendor unopened. Questions relative to this RFP shall be directed to Library Director Tim Wiles: 518.456.2400 ext. 113 or wilest@guilderlandlibrary.org.

I. BACKGROUND AND GENERAL INFORMATION

The Library opened its current building in 1992, and is now nearing completion of a major expansion and renovation which will increase its public space, including the café space, by approximately 20% and adds more than 40 additional parking spaces. The Library is expanding adult and youth services areas, with a new dedicated teen space, adding another public meeting room and programming space for children, expanding outdoor seating areas, and adding attractive feature areas such as a fireplace and freshwater tropical aquarium.

Historical Foot Traffic Data

Please see charts below for foot traffic data for 2016-2019, divided by month, day of the week, and hours of the day. When libraries are renovated/expanded, there is often a large increase in foot traffic due to the novelty effect of the new facility. A cafe will add to the library's appeal. 2020 data omitted due to Coronavirus.

Monthly Traffic Report
Percentage of yearly traffic by [month](#)

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2016	8.15 %	7.90 %	8.62 %	8.62 %	7.69 %	8.98 %	9.00 %	9.01 %	7.92 %	8.35 %	8.44 %	7.31 %
2017	8.14 %	7.41 %	8.77 %	8.78 %	8.38 %	8.78 %	9.20 %	8.64 %	7.68 %	8.63 %	8.49 %	7.11 %

2018	8.14%	7.66%	8.50%	9.03%	8.17%	8.36%	8.86%	9.04%	7.68%	8.79%	8.41%	7.36%
2019	8.04%	7.64%	8.84%	8.89%	8.60%	8.47%	9.74%	8.79%	8.96%	7.41%	7.53%	7.07%

Weekday Traffic Report
Number and percentage of yearly traffic by weekday

Year	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
2016	6.14%	15.38%	18.54%	16.05%	15.50%	15.24%	13.15%	100%
	13272	33235	40054	34672	33490	32928	28403	216054
2017	6.04%	16.74%	16.95%	16.35%	15.81%	15.35%	12.75%	100%
	13242	36680	37141	35815	34640	33631	27934	219083
2018	6.42%	15.55%	18.06%	15.30%	16.09%	14.69%	13.88%	100%
	14041	33975	39464	33448	35160	32112	30343	218543
2019	6.67%	15.64%	17.53%	16.13%	15.28%	14.80%	13.95%	100%
	14655	34369	38532	35463	33583	32541	30663	219806

Hourly Traffic Report
Percentage of yearly traffic by hour

Year	M-8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM
2016	0.18%	0.23%	1.19%	6.36%	10.06%	9.57%	9.85%	9.77%
2017	0.08%	0.20%	1.24%	6.52%	10.82%	9.39%	10.16%	9.78%

2018	0.17%	0.34%	1.74%	6.59%	10.77%	9.54%	10.11%	9.79%
2019	0.43%	0.69%	3.57%	7.67%	10.53%	9.45%	10.67%	10%

Year	4PM	5PM	6PM	7PM	8PM	9PM	9-M
2016	10.47%	11.64%	9.41%	6.91%	6.63%	6.31%	1.43%
2017	10.23%	11.52%	9.32%	6.52%	6.64%	6.02%	1.54%
2018	10.48%	12.03%	9.09%	6.43%	6.12%	5.32%	1.47%
2019	10.53%	11.39%	8.49%	6.76%	5.05%	4.14%	1.02%

The Library's operating schedule is:

Sunday 1:00 PM to 5:00 PM (closed in July and August)
Monday thru Thursday 9:30 AM to 9:00 PM
Friday 9:30 AM to 7:00 PM (closed at 6:00 PM in July and August)
Saturday 9:30 AM to 5:00 PM

The Library is closed on the following days (2021):

New Year's Day (January 1st)
Martin Luther King Day (third Monday in January)
President's Day (third Monday in February)
Easter Sunday
Memorial Day Weekend (Saturday - Monday)
Staff Development Day (early June)
Juneteenth Day (June 19)
Independence Day (July 4 & 5)
Labor Day Weekend (Saturday - Monday)
Veteran's Day (November 11th)
Thanksgiving Eve (close at 2:00 p.m.)
Thanksgiving Day (fourth Thursday in November)
Christmas Eve (December 24th)
Christmas Day (December 25th)
New Year's Eve (close at 2:00 p.m.)

II. PROPOSAL REQUIREMENTS

The Vendor shall submit an original and six 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. Financial statements showing history with projects of a similar nature to services sought in the proposal.
4. Detailed explanation of experience in café services.
5. Detailed narrative of the style/type of the proposed café, including, but not limited to proposed level of services, proposed hours and days of service, months of operation, proposed menu, number of employees, etc. The proposed menu shall include representative prices contemplated for the first year of operation.
6. Detailed breakdown of the fees proposed to be paid to the Library on a monthly basis.
7. The Library offers the café space "as is" and will entertain requests to make modifications and may negotiate on proposed improvements to the café.
8. Detailed narrative describing their proposed financial arrangements for this project;
9. Marketing/social media plan to promote the café services which, when implemented, will also project a positive public image of the Library.
10. At least three (3) business references with contact names and information.
11. Resumes, qualifications, experience of the Vendor's owners.
12. Listing of all establishments for which the Vendor possesses County Health Department Certificates and/or municipal permits.

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 Capital Region.
3. The Vendor shall explain the procedure for providing food and refreshment services to those requesting such services to be served in meeting rooms for meetings or events held during the Library's regular public hours of operations.
4. The Vendor shall be responsible for and shall describe its ability and process for set-up, tear-down and clean-up, equipment needs, and any environmental or material requests necessary for the provision of food and refreshment service to those requesting such services to be provided in the meeting rooms for meetings or events held during the Library's regular public hours of operations.
5. 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.
6. 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.
7. 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.
8. 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.
9. The Vendor will make every effort to ensure that only the highest quality food is sold in the Library.

10. 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.

11. The Vendor shall describe marketing strategies or plans that the Vendor would use to promote the Library's food service offerings at the café and meeting rooms.

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 and may be appended to any Agreement. Vendors are advised that information and material contained in a Proposal may be subject the Freedom of Information Law ("FOIL"), NYS Public Officers Law §§84 to 90, and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Vendors claiming a statutory exception to FOIL must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Vendor must also specify which statutory exception provision applies.

The Library reserves the right to make determinations of confidentiality. If the Library does not agree that the information designated is confidential under one of the disclosure exceptions to FOIL, it may either reject the Proposal or discuss its interpretation of the allowable exceptions with the Vendor. If agreement can be reached, the Proposal will be considered. If agreement cannot be reached, the Library may remove the Proposal from consideration for award and return the Proposal to the Vendor. The Library will not determine prices to be confidential information. No submissions or supporting documentation will be returned to the Vendor. 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 Proposal with the highest fee payable to the Library shall not necessarily be selected. 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 in regard to 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 apparent 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. Any Vendor submitting a Proposal herein waives any right to object at any future time, before any agency, including but not limited to, the Library, NYS Department of Education, or any court, to the Library's exercise of its right of disqualification by reason of real or apparent conflict of interest as solely determined by 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 three person committee (“Committee”) consisting of _____ 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. The amount of compensation to be paid to the Library.
8. Special consideration may be given by the Library should a Proposal include the employment of individuals with special needs.
9. 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 on or about November 1, 2021

REQUEST for PROPOSAL SCHEDULE

RFP Issued July 6, 2021

Public Notification of RFP July 6, 2021 (week of)

Second Public Notification of RFP July 19, 2021(week of)

Questions from Vendors Due to Library July 26, 2021

Acknowledgement Form for Information Only July 26, 2021

Answers to Questions sent to Vendors August 4, 2021

Confidentiality Form Due with Proposal August 11, 2021

Non-Collusion Affidavit Due with Proposal August 11, 2021

E-Verify Form Due with Proposal August 11, 2021

RFP Due and Public Opening August 11, 2021 proposals due by noon and Public opening at noon

Selection of Vendors for Interviews August 18, 2021

Notification to Vendors Invited for Interview August 20, 2021

In-Person Interviews/tasting with Vendors September 8-15, 2021

Recommendation to the Building Committee September 16, 2021

Final Recommendation to the Board of Trustees September 16, 2021

Notification of Selection Sept 17, 2021

Contract approval October 1, 2021

VI. TERMS AND CONDITIONS GOVERNING AGREEMENT

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 up to three (3) years 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, 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 New York.
- 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. To the fullest extent of the law, the Vendor shall defend, indemnify and hold harmless the Library and its trustees, directors, officers, employees, representatives, agents, contractors, licensees and successors 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) of whatever kind or nature, known or unknown, contingent or otherwise, and for any and all loss of life, injury to persons or damage to property, which arises out of or results from the negligent performance of services or the breach of this Agreement by the Vendor, its consultants, agents, employees, contractors or Subcontractors performance of services or the Vendor, its consultants, agents, employees, contractors or Subcontractors' breach of the Agreement.

M. Vendor Required Insurance Coverage. The 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, the Vendor's service and activities, or presence at the Library facilities, and any act or omission of the 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 the Vendor or 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 (including death), personal injury, property damage, fire legal liability, and contractual liability, and Two Million Dollars (\$2,000,000) general aggregate and Product and completed operations 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 Library. Any deductible shall be at Vendor's expense;

2. Business automobile coverage, including coverage for owned, leased, and hired or borrowed vehicles, which shall include limits of at least \$1,000,000 per Accident for Bodily Injury or Property (cargo) Damage.”
3. 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) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;
4. Blanket employee dishonesty coverage with One Hundred Thousand Dollars (\$100,000) limit, with coverage extending to funds and/or property held by Vendor on behalf of the Library; coverage should require Third Party Liability and a Joint Payee endorsement in favor of the Library.
5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Vendor shall be Vendor's responsibility. The Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Vendor.
6. Umbrella Liability insurance at not less than One Million Dollars (\$1,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections L(1), (2), and (3) above, which such policy shall be written on an occurrence basis.
7. All insurance policies addressed in Subsections L(1), (2), and (6) above shall be endorsed to name the following as additional insureds:
 - a. Guilderland Public Library, its trustees, directors, officers, employees, representatives, agents, contractors, licensees, and successors;
 - b. Guilderland Central School District, its trustees, directors, officers, employees, representatives, agents, contractors, licensees, and successors.

c. The General Liability and Umbrella policies will provide Additional Insured endorsements for both Premises Operations and Product and Completed Operations.

8. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and non-contributory to any other insurance available to the Library; (2) Vendor waives all rights of recovery against the Library and all Additional Insureds regardless of any negligence on behalf of the library, its employees, Board members or volunteers etc. for any claims whether not covered by insurance and shall have all required insurances contain a Waiver of Subrogation endorsement in favor of the Library and the Additional Insureds.; (3) shall be written with insurance companies licensed to do business in the State of New York 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 the Library prior to cancellation, non-renewal or material modification.

9. The Vendor shall deliver to the Library, 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 the Library by the aforementioned time, or if any of such policies are canceled, the Library shall have the right to terminate the Agreement immediately and/or deny Vendor access to Library facilities.

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

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. News releases or other means of communicating with the media pertaining to the services provided pursuant to this RFP 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 for 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.