

REQUEST FOR PROPOSAL

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT **DBA ST LOUIS PUBLIC LIBRARY RFP 20-12061 PEST CONTROL SERVICES**

The St Louis Public Library is requesting submissions from qualified proposers for pest control services at the St. Louis Public Library Central Library, Administrative Office and branch locations. Sealed Proposals will be received by the Purchasing Office, St. Louis Public Library, 1415 Olive St., St. Louis, Missouri, 63103, until 4:00 p.m. CST, Friday, December 20, 2019. For more information, please contact Rita Kirkland during regular business hours by phone, 314.539.0313, email, rkirkland@slpl.org, or at the above address.

REQUEST FOR PROPOSAL

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL

LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY

RFP NO. 20-12061

PEST CONTROL SERVICES

REQUEST FOR PROPOSAL(S) SCHEDULE

RFP Issued	12/6/19
Public Notification of RFP	12/6/19
Questions from Proposers due to Library	12/16/19 4:00 p.m. CST
RFP Proposals Opening Date and Time	12/20/19 4:00 p.m. CST

REQUEST FOR PROPOSALS

RFP NO.: 20-12061

Date Issued Tuesday, December 6, 2019

SEND PROPOSALS TO:

Rita Kirkland, Assistant Business Manager
St. Louis Public Library
Administrative Offices
1415 Olive Street
St. Louis, MO 63103

Due Date: December 20, 4:00 p.m. CST

Assistant Business Manager: Rita Kirkland (314) 539.0312

Email Address: rkirkland@slpl.org

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT **DBA ST LOUIS PUBLIC LIBRARY RFP 20-12061 PEST CONTROL SERVICES**

This Proposal is subject to all the terms and conditions of this Request for Proposal and any Proposer representations, as well as accompanying specifications. The signature of the Proposer indicates that Proposer understands these documents and will comply with them.

Name, Address and Contact Information of Authorized Representative of Proposer

Company Name _____

Print Contact Name _____

Print Title _____

Print Address _____

Print City, State, Zip _____

Print Telephone _____

Print Email _____

_____/_____

Signature and Title of Authorized Representative of Proposer (Date)

Proposer is: __ individual __ corporation __ partnership __ LLC __

Other __ (describe) _____

ST LOUIS PUBLIC LIBRARY RFP 20-12061 PEST CONTROL SERVICES

INSTRUCTIONS TO PROPOSERS

The Library, a municipal library district, is a political subdivision of the State of Missouri, and a body corporate with all the powers and rights of like or similar corporations.

The right is reserved by the Library to cancel the RFP or to reject in whole or in part when it is for good cause and in the best interest of the Library and to waive any irregularity or informality with respect to any Proposal. The Library reserves the right to split awards, make multiple awards and to reject all Proposals.

Proposers are expected to examine specifications, schedules, drawings, and all instructions. Failure to do so will be at Proposer's risk.

Questions about the Proposal should be made in writing and directed to Rita Kirkland, Assistant Business Manager at rkirkland@slpl.org. Responses, when provided, will be included in an amendment. To preserve the integrity of the selection process, questions regarding this RFP should only be directed in writing to Ms. Kirkland, rkirkland@slpl.org. **Proposal inquiries must be submitted in writing for Library review no later than Monday, December 16, 2019 by 4:00 pm.** to allow for the Library's reply prior to Proposal submissions.

Proposals must be in ink or typewritten and must be manually signed by a company official. All Proposal document pages should be initialed and dated by the company submitting the Proposal. **Please provide three complete copies of your Proposal response for Library review.**

It is the responsibility of the Proposer to deliver the Proposal and/or Proposal modification on or before the hour and date specified for the receipt of Proposals. Proposals received late will be rejected.

Proposals and modifications should be submitted in sealed envelopes addressed to Rita Kirkland, Purchasing Manager, St. Louis Public Library, Administrative Offices, 1415 Olive St., St. Louis, MO 63103. The Proposal shall show on the face of the envelope:

ST. LOUIS PUBLIC LIBRARY RFP 20-12061 PEST CONTROL SERVICES

PROPOSALS DUE 12/20/19 @ 4:00p.m. CST

EMAIL AND FACSIMILED PROPOSALS WILL NOT BE ACCEPTED.

ST. LOUIS PUBLIC LIBRARY

TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSALS

1. Considerations in the Acceptance of Proposals

1.01 The Library will have the right to reject any and all Proposals, to waive any defect or informality in any proposal should it be deemed in its interest to do so, and the Library does not bind itself to accept the lowest of any proposal submitted for this work, or any part or parts thereof; and further that it will have the right to ask for new Proposals on the whole or separate parts of the work, should it so desire.

1.02 The quality of the materials proposed to be furnished, time for completion, the facilities possessed by the proposer for the prompt and satisfactory execution of the work described, the experience of the proposer in work of similar character, financial standing and other similar items will be taken into consideration as well as the cost. The Library may make any investigation necessary to evaluate any of the above items.

2. Execution, Correlation and Intent.

2.01 In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. Library Terms and Conditions.
4. Drawings and Specifications (If Applicable)

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Library's interpretation. Generally, in the case of the drawings and specifications, the specifications supersede the drawings. In the case of the mechanical, electrical and plumbing drawings and specifications, the drawings supercede the specifications.

3. Preparation of Proposals

3.01 Each proposer will furnish the information required by the request. The proposer will sign the request and all other pages so designated with the legal signature of the proposer, or with the firm name and the full name and address of the signing member, or, if a corporation with the legal sealed signature of the corporation and with the full name of the signing officer. Names and addresses of the other officers of the corporation must be included with the proposal. Erasures or other changes are not permitted. Each proposer will submit an original of the request and accompanying documentation.

4. Explanation to Proposers.

Any explanation desired by a proposer regarding the meaning or interpretation of the meaning or interpretation of the request must be requested in writing from the Purchasing Office, St. Louis Public Library, 1415 Olive St., St. Louis, Missouri, 63103. Requests will allow sufficient time for a reply to each proposer before the submission of their Proposals. Oral explanation or instructions given before the award of the order will not be binding. Any information given to a prospective proposer concerning the request will be furnished to all prospective proposers as an amendment to the request, if such information is necessary to proposers in submitting Proposals on the request or if the lack of such information would be prejudicial to uninformed proposers.

5. Acknowledgement of Amendments to Requests.

Receipt of an amendment to a request by a proposer must be acknowledged (a) by signing and returning the amendment, or (b) by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of Proposals.

6. Submission of Proposals

6.01 Proposals and modifications thereof will be enclosed in sealed envelopes and addressed to the Purchasing Office, St. Louis Public Library, 1415 Olive Street, St. Louis, Missouri, 63103. The proposer will show the hour and date specified in the request for receipt, the request number, and the name and address of the proposer on the face of the envelope.

6.02 Telegraphic Proposals will not be considered unless authorized by the request; however, Proposals may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (However, see Section 7).

6.03 Samples of items, when requested, must be submitted within the time specified and, unless otherwise specified by the request, at no expense to the Library. If not consumed by testing, samples will be returned at the proposer's request and expense, unless otherwise specified by the request.

7. Failure to submit Proposal.

If no proposal is to be submitted, do not return the request unless otherwise specified.

8. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of Proposals, provided, the Library is satisfied that a written confirmation of the telegraphic modification over the signature of the proposer was mailed prior to the hour and date specified for the receipt of the Proposals. The telegraphic communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Library until the sealed proposal is opened. A proposal may also be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the request, but only if the withdrawal is made prior to the exact hour and date set for receipt for Proposals. Telephonic requests to withdraw a proposal will not be considered.

9. Late Proposals and Modifications.

It is the responsibility of the proposer to deliver his/her proposal or proposal modification on or before the hour and date specified for the receipt of Proposals. Proposals received late will be rejected and returned unopened to the proposer.

10. Proposals are Public Information.

The Library, a municipal library district, is a political subdivision of the State of Missouri, and a body corporate with all the powers and rights of like or similar corporations.

11. Insurance.

Within five (5) business days after award notification is issued the proposer will execute the formal contract with and in the City of St. Louis, which must be satisfactory to the Finance Director and Executive Director, St. Louis Public Library, as representatives of the Board of Directors of the Public Library of the City of St. Louis.

12. Designation of Parties.

12.01 The Board of Directors of the Public Library of the City of St. Louis, St. Louis, Missouri, incorporated under the laws of the State of Missouri, are the owners of the site and the building to be repaired or otherwise services and are hereafter referred to in the specifications as the "owner".

12.02 The Finance Director or Executive Director are authorized by the owner to execute any purchase orders or contracts and any amendments thereto.

12.03 The Manager of Maintenance, or his authorized representative, supervises the preparation of materials and construction of the work for the owner. The Manager of Maintenance either personally or by representative, will have full authority to define the meaning of drawings or the specifications; to examine, inspect and approve or reject materials, methods of procedure and workmanship furnished or used under the contract; determine whether or not materials or workmanship are of the character required by the intent and meaning of the drawing and specifications, and in case progress made is unsatisfactory to the Manager of Maintenance, he may direct the product, management and progress of the work in process in any and all parts of the same and his instructions above will be followed by the contractor. Any orders given the contractor involving additional work or additional compensation will be by written amendment to the contract.

12.04 The contractor engaged to perform the work of repair or other service on the building, whether such contract is executed by an individual, a firm, or a corporation, will be referred to as the "contractor".

13. Contracts.

All contracts and changes thereto for labor and materials will be in writing and will be signed by the owner. A contract copy of the specifications will also be initialed by both parties to the contract for identification.

14. Access to Building and Works.

The Manager of Maintenance or other representative of the owner will at all times have free access to the building, and the work in process, for the purpose of inspection, including the taking of samples of materials for testing, and the contractor must provide safe and convenient access to the various portions of the work, as may be required by the Manager of Maintenance. The contractor will unpack, uncover, or move such materials as required for inspection. CONTACT: MANAGER OF MAINTENANCE TO SCHEDULE SITE VISIT, AT (314) 241-8826.

15. Permits.

The contractor will obtain all permits, licenses, and inspections of every kind and description that may be required and will pay any expense connected therewith. The contractor is to comply with, in all respects, laws, ordinances, rules, and regulations of any governmental entity.

16. Expedition and Prevailing Wage.

As provided for by the Missouri Prevailing Wage Law (see Attachment), the prevailing hourly rate of wages specified will be paid to all workers performing work under the contract. The contractor will forfeit as a penalty to the St. Louis Public Library ten (10) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under the contract, by him or by any subcontractor under him.

17. Contractor's Control and Responsibility.

The owner will recognize only the contractor, and the contractor is responsible to the owner for any subcontractor, parties furnishings materials; or workmen engaged in connection with the work embraced under this contract in the transaction of any business connected with the contract.

No portion of the work is to be sub-let or assigned except with the written approval of the owner, which will be given only after the Manager of Maintenance will have ascertained by investigation that the party to whom it is proposed to award such sub-contract work has ample facilities and experience in such particular class of work, and has promptly and successfully executed other work of similar character and importance. To expedite such approval the contractor will submit a complete list of all such subcontractors to the Manager of Maintenance prior to commencement of this work. Such approval will in no way relieve the contractor from full responsibility for the proper execution of this work. The contractor, either in person or by duly authorized representative, will be present on the site of the work throughout the progress of the work.

18. Drawings and Details.

Drawings, if applicable, will be made available for the contractor's use. In some cases, only original prints are available and must be used in the office of the Manager of Maintenance. All drawings and specifications used by the contractor are the property of the owner and must be returned to the Director of Facilities at the time work is completed.

19. Extras.

No additional compensation will be due to the contractor for the performance of any work or furnishing or any material thereof, except in accordance with written agreement or by written order of the owner.

20. Materials and Workmanship.

All materials are to be new and of the best quality of their several kinds, except where otherwise specified, and in all cases will be fully equal to the approved samples where samples are required. All labor is to be performed in a first class, substantial, neat and workmanlike manner by mechanics and other laborers and their work must be satisfactory to the Manager of Maintenance. Any person considered by the Manager of Facilities as unskilled or otherwise objectionable is to be dismissed upon notice by the Manager of Facilities.

21. Tools and Appliances.

The contractor is to provide all manner of machinery and tools of every description required for the proper execution of the work, and will maintain all in good working order, be solely responsible for the safety, use, maintenance and care of same and will remove all at completion of the work. The contractor will park all vehicles off-site, unless an exception is granted by the Manager of Maintenance. At the main library, temporary parking is permitted in the basement only for the loading and unloading of machinery, tools, and materials.

22. Protection of Work and Material.

The contractor will be responsible for the proper care and protection of all portions of all materials delivered, work performed by him until the completion and final acceptance of the work, and other property including building at or adjacent to the site. Any and all portions of the work and other portions of the site liable to damage by reason of building operations conducted under this contract, must be securely protected by temporary but substantial boarding or covering, that must remain in position until not further required, at which time such protective devices are to be removed from the premises and the work to be left clean and in good condition. If during the process of the work any portion thereof will be liable to damage from inclement or freezing weather, such effective protective measures as may be deemed necessary by the Manager of Maintenance must be provided by the contractor at no additional cost.

23. Removal of Rubbish.

The contractor is to keep work areas free from all rubbish and debris resulting from or incidental to his work and, at the conclusion of the work, will leave all areas of the work in a neat and clean condition. Work on interior space will be broom cleaned daily before the end of the workday.

24. Damage and Insurance.

The contractor is to assume all liability, risk and be responsible for damage of every kind and description, to any persons or any property caused or alleged to have been caused by or incidental to the work under this contract, including work by any subcontractor, and must defend all suits or claims arising therefrom without expense or annoyance to the owner. The above will include liability insurance coverage, including worker's compensation, in at least \$1,000,000 combined single limit, carried by the contractor that is equally beneficial to the owner. The minimum amount of coverage required as set out above will not be construed to limit the liability of the contractor. The contractor will also save harmless the owner from payment of any and all claims or demands arising out of any infringement, alleged infringement, material, or process used by him in the execution of this contract.

25. Guarantee.

The contractor will be required to guarantee and maintain the suitability of all material and work furnished under this contract, and keep same in perfect condition for one year, unless otherwise specified, after the issuance of the final acceptance of the work. Defects of any kind appearing during the required period of guarantee must be made good by the contractor at his own expense, whenever called upon to do so by the owner. Such repairs are to be conducted under the supervision of the Manager of Facilities and to her entire satisfaction, it being required that all work be in perfect condition when such period will have elapsed.

26. Assignability.

All covenants and agreements contained in this contract will be extended to and be binding upon the successors and assigns of the contractor, but the contractor will not assign this contract or any payment thereunder without the written consent of the owner. The original copy of such assignment will be filed with the Finance Director.

EXHIBIT A

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY
DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 20-12061 PEST CONTROL SERVICES**

SCOPE OF WORK-PEST CONTROL SERVICE

To provide services necessary to exterminate insects and rodents using only those pesticides and rodenticide which comply with the Federal Insecticide, Fungicide, and Rodenticide Act (7 USC 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972, Public Law 92-516 (86 STAT. 973) and the regulation issued thereof.

The Contractor shall provide pest control services for the St. Louis Public Library according to the provisions and requirements stated herein.

The Contractor shall provide pest control services according to a monthly route schedule to insure complete pest control services,

The Contractor shall respond within 24 hours when contacted by the Manager of the Building Support about any pest, rodent or pigeon control issue.

Rodent control is defined as those measures, which are necessary to suppress rat and mice populations and/or any other mammalian species.

Insect control is defined as those measures, which are necessary to suppress cockroaches, ants, silverfish, spider, flies and stinging insect populations. Removal of bee and wasp nests are included. Populations of these pests which are located outside the facilities listed, but within the property boundaries are included.

Programs for control of insects and rodents shall be continually in effect and there shall be no obvious signs of infestations throughout the life of this contract and for a minimum of sixty (60) days after the last treatment required hereunder.

The Contractor shall use chemicals that conform to federal, state and local requirements.

The Contractor shall provide services to those areas listed on Exhibit B - "Library Locations Pricing Page."

The Contractor shall provide residual insecticides, applied as general treatment, spot treatment or crack and crevice treatment as needed:

General Treatment is application to broad expanses of surfaces such as walls, floors and ceilings.

Spot Treatment is application to limited areas on which insects are likely to occur.

Crack and Crevice Treatment is application of small amounts of insecticide or rodenticide into cracks and crevices in which insects hide or through which they enter the building. Such openings commonly occur in expansion joints, between different equipment and floors. These openings may lead to voids such as hollow walls, equipment legs and bases, conduits and motor housings.

SERVICE SCHEDULE-PIGEON CONTROL SERVICES

The Library prefers service during closed business hours. Service application(s) shall be performed during the hours that branches are closed to the general public or hours that disrupt the public the least, **See Exhibit G: Schedule of Regular Business Hours.**

EXHIBIT C

DIVERSITY STATEMENT OF THE BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC LIBRARY

WHEREAS, the St. Louis Public Library (the "Library") is a municipal library district authorized pursuant to Chapter 182 of the Missouri Revised Statutes to, among other things, purchase, hold or lease grounds, and to occupy, lease or erect appropriate buildings for the use of the Library, and to exercise all powers and rights of political subdivisions or similar corporations; and

WHEREAS, the Board of Directors (the "Board") of the Library is vested with the power to make and adopt bylaws, rules and regulations for its own guidance and for the governance of the Library as may be expedient and not inconsistent with State law; and

WHEREAS, the Library provides free public library services for the City of St. Louis (the "City"), an urban area with vast ethnic, religious, socioeconomic and cultural backgrounds; and

WHEREAS, efforts to encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the Library; to educate through seminars and workshops persons from diverse backgrounds of the opportunity to contract with or become employees of the Library; to assist persons from diverse backgrounds to contract with or become employees of the Library; to adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the Library; and to encourage partnering by persons from diverse backgrounds to contract with the Library will serve to further the governmental and public interest of the Library by providing outreach to the residents of the City; and

WHEREAS, a practice of the Library of contracting with and employing persons reflecting the ethnic, religious, socioeconomic and cultural backgrounds of the citizens of the City will serve to further the governmental interest of the Library; and

WHEREAS, a practice of the Library of contracting with and employing persons of varied ethnic, religious, socioeconomic and cultural backgrounds will also further the governmental purposes of the Library by serving as a model to other public and private entities, by building the public trust, by creating role models, and by facilitating the interaction of persons of different backgrounds; and

WHEREAS, the Board of Directors of the St. Louis Public Library (the "Board") determined that it is feasible, necessary and in the public interest for the Board to adopt a diversity statement to provide guidance to the Library and adopted this Diversity Statement on March 31, 1997; and

WHEREAS, the Board wishes to amend this Diversity Statement to provide for an annual review.

NOW THEREFORE, the Board of Directors of the St. Louis Public Library does hereby resolve, determine and order as follows:

Section 1. Findings. The Board of Directors of the St. Louis Public Library hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Diversity Statement. The Board of Directors of the Library hereby directs the officers and agents of the Library for the authorized Library purposes set forth in the preambles hereof and subject to the conditions hereinafter provided to develop and implement policies which encourage persons with diverse ethnic, religious, socioeconomic and cultural backgrounds in the City to contract with or become employed by the Library.

Section 3. Administration. The officers and agents of the Library are authorized and directed to (i) encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the Library; (ii) educate through seminars and workshops persons from diverse backgrounds of the opportunity to contract with or become employees of the Library; (iii) assist persons from diverse backgrounds to contract with or become employees of the Library; (iv) adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the Library; (v) encourage partnering by persons from diverse backgrounds to contract with the Library; (vi) utilize alternative programs to facilitate participation; (vii) provide flexible provisions to account for special circumstances; (viii) maximize opportunities for persons to demonstrate any social, socioeconomic or other factors that would promote the Library's best interests; and (ix) adopt measures to minimize the impact of this policy on the rights of third parties.

Section 4. Actions of Officers Authorized. The officers of the Board, including the President, Vice President and Secretary of the Board and the Executive Director, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in any agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Annual Review. The officers of the Board are authorized and directed to report upon the administration of the Diversity Statement at the Board's regular meeting in September of each year.

Section 6. Severability. If any section or other part of this Resolution, whether large or small, shall for any reasons be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall become effective immediately upon its passage.

ADOPTED by the Board of Directors of the St. Louis Public Library this 5th day of April, 2004.

BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC
LIBRARY



Its President

[SEAL]

ATTEST:



Its Secretary

EXHIBIT D **E-VERIFY AFFIDAVIT**

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT
DBA ST LOUIS PUBLIC LIBRARY RFP 20-12061 PEST CONTROL SERVICES

E-VERIFY AFFIDAVIT

Pursuant to Section 285.530 of the Missouri Revised Statutes, as amended, the Proposer entering into a contract with the St. Louis 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 Proposer 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 exist.

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

Proposer: _____

By (Written Signature): _____

Printed Name & Title: _____

Email Address: _____

EXHIBIT E

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT
DBA ST LOUIS PUBLIC LIBRARY RFP 20-12061 PEST CONTROL SERVICES

Non-Collusion Affidavit

The undersigned being duly sworn on oath, says that the undersigned has not, nor has any other person, member, representative, or agent of the firm, company or corporation or partnership represented by the undersigned, 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 in reference to such Proposal.

Further, the undersigned 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.

Company Name: _____

By (Written Signature): _____

Printed Name: _____

(Title): _____

CONTRACT NUMBER: 20-12061

CONTRACT

This agreement made this XX day of XXX, XXX, between the St. Louis Public Library, hereinafter called the "Library", and XXX, herein called the "Contractor".

The Project: **Pest Control Services**

General Description of Work: **Furnish material, equipment, tools and labor necessary to provide pest, and rodent control services on a monthly basis to the Central Library, Administrative Office, and all its facilities. Also, to furnish material, equipment, tools and labor necessary to provide pigeon control on an "As Requested" basis.**

Library and Contractor agree as follows:

1. Contract Documents

1.1 The contract documents for this contract consist of this agreement, Exhibit A, "Scope of Work" and any other exhibits attached hereto, the Invitation to Proposal and Instructions to Proposers for Proposal Project 20-12061, all drawings, specifications and addenda issued by St. Louis Public Library prior to execution of this contract, the project schedule as may be amended from time to time, and any subsequent modifications or revisions to any of the above documents.

1.2 All of the above contract documents from this contract are fully incorporated herein.

2. Scope of Work

2.1 The St. Louis Public Library employs the Contractor, as an independent Contractor, to perform the part of the work on the project as set forth in Exhibit A, "Scope of Work".

2.2 The Contract Work Includes:

- (a) That shown on any of the Contract Documents.
- (b) All Things reasonably implied or customarily provided in the Contractor's line of work or necessary to complete such work for inspection and approval under the Contract Documents.
- (c) Contractor shall execute all work in the best and most workmanlike manner by qualified, careful, and efficient workers who shall be satisfactory to the St. Louis Public Library.

CONTRACT NUMBER: 20-12061

3. Changes

Contractor agrees that the St. Louis Public Library may add to or deduct from the amount of work covered by this agreement, and any other changes so made in the amount of work involved, or any other parts of this agreement, shall be by written amendment hereto setting forth in detail the changes involved and a mutually agreed upon price adjustment.

4. Termination for Cause

If the Contractor shall fail, or refuse for any cause, to complete the work to be done under this agreement, or any portion thereof, within a period of time deemed reasonable by the Library, or should the Contractor violate any of the conditions of this contract, the St. Louis Public Library shall have the right to annul or cancel the agreement. Notice of such cancellation and the date thereof shall be given in writing to the Contractor and the agreement shall be terminated at such date. The St. Louis Public Library shall make reasonable allowances for expenses incurred and services performed by the Contractor prior to the termination date.

5. Termination for Convenience

The performance of work under this contract may be terminated at any time, in whole or in part, by the Library. Any such termination shall be executed by a written notice in advance of the termination date, specifying the extent of work under the contract to be terminated and the effective date of the termination. Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the cancelled portion of the contract.

6. Contract Sum and Payments

In consideration of the complete and timely performance of all contract work, St. Louis Public Library shall pay to the Contractor the sum of \$XXX, paid monthly, subject to additions, deductions and conditions as stated herein. The St. Louis Public Library's payment terms are net thirty (30) days.

7. Invoicing

Monthly itemized invoices with "Total Billing Price" listed, must be submitted to the Department of Finance - Accounts Payable via USPS first class mail, for payment consideration.

8. Contract Period

The contract shall not bind the St Louis Public St. Louis Public Library for any contractual commitment in excess of the original contract period. The St. Louis Public Library shall have the right, at its sole option, to renew the contract for two (2) one-year periods, or a portion thereof. In the event that the St. Louis Public Library exercises its sole options, all terms, conditions, and provisions of the original contract shall apply during the extension period. If these options are exercised, the Contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentages of increases as stated on the pricing page of the contract. If the pricing page does not include such percentages or if the applicable spaces are left blank, prices during the renewal periods shall be the same as during the original contract.

CONTRACT NUMBER: 20-12061

9. Bond

If required by the St. Louis Public Library, the Contractor shall furnish St. Louis Public Library, in a form satisfactory to the St. Louis Public Library, a full and duly executed performance bond, unwritten by a surety or sureties satisfactory to the St. Louis Public Library, in the full amount of this contract. The Contractor's failure to deliver a satisfactory performance bond within ten (10) calendar days after demand may be deemed a material breach of this contract.

10. Insurance

10.1 Prior to starting the contract work, Contractor shall procure and maintain in force, worker's compensation insurance, employer's liability insurance in full compliance with the laws of the State of Missouri, comprehensive general liability Insurance with contractual coverage and automobile liability insurance, including owned, non-owned and hired automobile coverage and such other insurance, to the extent required by the Contract Documents for Contractor's work.

10.2 Contractor's comprehensive general and automobile liability insurance shall be written for not less than limits of liability as described in the Request for Proposal.

10.3 The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the St. Louis Public Library. Before commencing the work, Contractor shall furnish the St. Louis Public Library with certificates of insurance from the dates of the policies, the limits of liability thereunder, and contain a provision that the said insurance will not be cancelled except upon thirty (30) days' notice in writing to the St. Louis Public Library. Contractor shall not cancel any policies of insurance required hereunder prior to completion of the work without written consent of the St. Louis Public Library.

10.4 Contractor may use a combination of general liability insurance and excess liability insurance provided the sum of these insurances at least equals the amounts listed for the general liability insurance. If excess liability insurance is used, "Umbrella Form" must be furnished.

10.5 The St. Louis Public Library and Contractor waive all rights against each other, separate contractors, and all other subcontractors, for damages caused by fire or other perils to the extent reimbursed by Builder's Risk or any other property insurance, except as such rights as they may have to the proceeds of such insurance.

11. Indemnity

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless, the St. Louis Public Library and all of their agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance, or failure in performance, of Contractor's work and obligations as provided in the Contract Documents, including any extra work, and from any claim, loss or expense which (1) is attributable to bodily injury, sickness, disease, death, injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder.

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12. Other Provisions

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither the contract nor the obligations or work to be performed thereunder shall not be subcontracted or assigned, in whole or in part, except with the prior written consent of the St. Louis Public Library.

13. Exhibits

The following exhibits are attached hereto and made a part hereof:

- Exhibit (A) - Scope of Work**
- Exhibit (B) - Pricing Page**
- Exhibit (C) - Diversity Statement**
- Exhibit (D) - E-Verify**
- Exhibit (E) - Non-Collusion**

In witness whereof, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:

ST. LOUIS PUBLIC LIBRARY

By _____
Chief Financial Officer

ATTEST:

CONTRACTOR:

By _____
Title

Hours Locations

EXHIBIT G - Schedule of Regular Business Hours

CENTRAL LIBRARY

7301 Olive St. | 63103 | 314-241-2288
M-Th: 10 am-9 pm | F & Sa: 10 am-6 pm
3rd Floor SU: 1-5 pm | 3rd Floor M-Sa: 10 am-6 pm

ADMINISTRATIVE OFFICE

1415 Olive St. 63103 314-436-7149
M-F 8am-5pm

BADEN BRANCH

8448 Church Rd. | 63147 | 314-388-2400
M: 9 am-6 pm | Tu-Th: Noon-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

BARR BRANCH

7701 S. Jefferson Ave. | 63104 | 314-771-7040
M: 9 am-6 pm | Tu-Th: Noon-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

BUDER BRANCH

4401 Hampton Ave. | 63109 | 314-352-2900
M-Th: 9 am-9 pm | F & Sa: 9 am-6 pm | SU: 1-5 pm

CABANNE BRANCH

1106 Union Blvd. | 63113 | 314-367-0717
M: 9 am-6 pm | Tu-Th: Noon-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

CARONDELET BRANCH

6808 Michigan Ave. | 63171 | 314-752-9724
M: 9 am-6 pm | Tu-Th: Noon-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

CARPENTER BRANCH

3309 S. Grand Blvd. | 63118 | 314-772-6586
M-Th: 9 am-9 pm | F & Sa: 9 am-6 pm | SU: 1-5 pm

CHARING CROSS

356 N. Shinker Blvd. | 63130 | 314-776-2653
Closed Monday | Tu-F: 1-6 pm | Sa: 9 am-Noon | 1-6 pm

COMPTON LIBRARY

1624 Locust St. | 63103
By appointment only. Call 314-241-2288 for information.

DIVOLL BRANCH

4234 N. Grand Blvd. | 63107 | 314-534-0313
M: 9 am-6 pm | Tu-Th: Noon-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

JULIA DAVIS BRANCH

4415 Natural Bridge Ave. | 63115 | 314-383-3071
M-Th: 9 am-9 pm | F & Sa: 9 am-6 pm | SU: 1-5 pm

KINGSHIGHWAY BRANCH

2260 S. Vandeventer Ave. | 63110 | 314-771-5650
M: 9 am-6 pm | Tu-Th: Noon-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

MACHACEK BRANCH

6424 Stanton Ave. | 63139 | 314-781-2948
M: 9 am-6 pm | Tu-Th: Noon-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

ST. LOUIS MARKETPLACE

6548 Manchester Ave. | 63139 | 314-647-0939
Closed Monday | Tu-Th: 11 am-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

SCHLAFLY BRANCH

225 N. Euclid Ave. | 63108 | 314-367-6120
M-Th: 9 am-9 pm | F & Sa: 9 am-6 pm | SU: 1-5 pm

WALNUT PARK BRANCH

5760 W. Florissant Ave. | 63120 | 314-383-1210
M: 9 am-6 pm | Tu-Th: Noon-7 pm | F: 11 am-6 pm
Sa: 9 am-6 pm

CALL CENTER

To book a computer, call 314-206-6702

WEBREF

webref@slpl.org

TEXT A LIBRARIAN

Text 66746 and start your question with askslpl



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