

**REQUEST FOR BIDS**

**RFB NO:** 20-07131

**SEND BIDS TO:**

**DATE ISSUED:** July 22, 2020

Purchasing Manager  
Board of Directors of the City of St Louis  
Municipal Library District DBA  
St. Louis Public Library  
1415 Olive Street  
St. Louis, MO 63103

**PRE-BID CONFERENCE:** 9:00 a.m., July 27, 2020

Administrative Bldg. - St. Louis Public  
Library, (Meet in Lobby)  
1415 Olive Street  
St. Louis, MO 63103

**BID DUE DATE:** August 5, 2020 by 2:00 p.m.

**PURCHASING AGENT:** Don Gillum

**EMAIL ADDRESS:** [dgillum@slpl.org](mailto:dgillum@slpl.org)

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL  
LIBRARY DISTRICT DBA**

**ST. LOUIS PUBLIC LIBRARY RFB 20-07131 ADMINISTRATIVE OFFICE (AKA CENTRAL  
WEST) SPECIFICATIONS METASYS & ATC (AUTOMATED TEMPERATURE CONTROL)**

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

Total Dollars Bid: \_\_\_\_\_

**Name, Address, and Contact Information of Authorized Representative of Bidder**

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Company  
Name: \_\_\_\_\_

Print Address,  
City, State, Zip: \_\_\_\_\_

Print Telephone: \_\_\_\_\_

Print Email: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

Bidder is: \_\_\_\_\_ individual \_\_\_\_\_ corporation \_\_\_\_\_ partnership \_\_\_\_\_ LLC

\_\_\_\_\_ Other – describe \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

The St. Louis Public 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.

Whenever a material, article, or piece of equipment is identified by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard, and, any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so bid(s) are, in the opinion of the St. Louis Public Library, of equal substance and function. Substitute items may be rejected at the discretion of the St. Louis Public Library.

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

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

Questions about the RFB should be made in writing and directed to Don Gillum, Purchasing Manager, at dgillum@slpl.org or at the address provided below. Responses, when provided, will be included in a written amendment. To preserve the integrity of the selection process, questions regarding this RFB should only be directed in writing to Mr. Gillum, dgillum@slpl.org. **Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Wednesday, July 29, 2020, by 4:00 p.m.,** to allow for the St. Louis Public Library's reply prior to Bid submissions.

Bids must be in ink or typewritten and must be manually signed by a company official. All Bid document pages should be initiated and dated by the company submitting the Bid. Please provide four complete copies of your Bid response for the St. Louis Public Library review. Email and facsimile bids will not be accepted.

It is the responsibility of the Bidder to deliver the Bid and/or RFB modification on or before the hour and date specified for the receipt of Bids. Bids received late will be rejected.

Bids and modifications should be submitted in sealed envelopes addressed to the attention of the Purchasing Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103 for a 2:00 p.m. bid opening at that location on 8/5/20. The Bid RFB number shall show on the face of the envelope:

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL  
LIBRARY DISTRICT DBA  
ST. LOUIS PUBLIC LIBRARY RFB 20-07131 ADMINISTRATIVE OFFICE (AKA CENTRAL  
WEST) SPECIFICATIONS METASYS & ATC (AUTOMATED TEMPERATURE CONTROL)**

**BIDS DUE 8/5/20 by 2:00 p.m.**

**\*EMAIL AND FACSIMILE BIDS WILL NOT BE ACCEPTED**

**LIST OF EXHIBITS FOR**

**RFB 20-07131**

**Exhibit A - Scope of Work**

**Exhibit B - Non-Collusion Affidavit**

**Exhibit C - E-Verify Affidavit**

**Exhibit D - Bid Schedule**

**Exhibit E - Diversity Statement**

**Exhibit F - Acknowledgement Form**

**Exhibit G - Contract Sample**

# **Exhibit A**

## **Scope of Work**

## **EXHIBIT A**

### **BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**

#### **LIBRARY DISTRICT DBA**

#### **ST. LOUIS PUBLIC LIBRARY RFB 20-07131 ADMINISTRATIVE OFFICE (AKA CENTRAL WEST) SPECIFICATIONS METASYS & ATC (AUTOMATED TEMPERATURE CONTROL)**

### **SCOPE OF WORK**

The St. Louis Public Library is seeking bids from qualified firms to furnish Facilities Systems' Maintenance at the Administrative Building. Maintenance shall include, but not be limited to comprehensive and operational inspections.

All work will be approved by the St. Louis Public Library representative. Documentation of all work will be forwarded to the St. Louis Public Library representative.

### **GENERAL**

The Contractor shall comply with all the terms and conditions contained herein. The submission of a bid shall be considered as prima facie evidence that the bidder has familiarized himself/herself with and understands the conditions under which this contract will be awarded, performed and administered.

### **RESPONSIBILITY OF CONTRACTOR**

#### **Scheduled Service Materials**

The contractor shall furnish all labor, tools, materials, equipment, insurance and transportation for the maintenance and inspection of the systems.

#### **Scheduled Service Inspections**

The contractor shall provide services so that the St. Louis Public Library's listed equipment receives the appropriate operational and comprehensive inspections, repairs, etc. (See Attachments A and B). Inspection services include, but are not limited to, those on the attached schedule(s).

#### **Comprehensive Annual Inspections**

The contractor shall provide services so that the St. Louis Public Library's listed equipment receives one comprehensive annual inspection each year (See Attachments A and B). Annual inspection tasks include, but are not limited to, those on the attached schedule(s).

## **EXHIBIT A**

Contractor shall report in with the designated St. Louis Public Library representative to record and/or report abnormal conditions, measurements taken, etc. Contractor shall also review the St. Louis Public Library logs with the St. Louis Public Library representative for operational problems and trends.

### **Annual Inspection Materials**

Contractor shall provide materials necessary to complete Comprehensive Annual Inspection Services (see Attached Schedules A and B).

### **Diagnostic Services**

Contractor shall provide diagnostic services according to the indicated schedule(s) on Attachments A and B.

### **SITE INSPECTION**

Bidders are encouraged to visit the site (s) and verify all measurements, materials, etc. as required. By this specification. Bidders shall be responsible for the correctness of the same. No extra charge or compensation will be allowed for any errors, omissions or miscalculations, or because of failure on the part of the contractor to investigate or inspect the site.

Any questions or concerns regarding this solicitation should be directed to Mr. Alan Warfield, Manager of Maintenance at (314) 241-0610.

### **ASSIGNMENT**

The contractor shall not assign this contract, or any portion thereof, except upon the prior written approval of the St. Louis Public Library.

### **EXPERTISE OF CONTRACTOR'S PERSONNEL**

Contractor shall submit with bid information related to the experience and qualifications of persons who will perform the work, including completed training and/or certification of personnel working with hazardous materials.

### **SAFETY/ENVIRONMENTAL CONSIDERATIONS**

- 1) Prior to use, a list of all chemicals shall be submitted to the owner's Manager of Public Safety. Contractor shall also provide "Material Safety Data Sheets" for all materials required on the list.
- 2) All containers holding chemicals shall be properly labeled and in conformance to all applicable laws and regulations. No hazardous materials may be stored on the premises of the St. Louis Public Library.

## **EXHIBIT A**

- 3) All work under this contract will be performed in a safe and hazard-free manner.
- 4) Contractor shall indemnify and hold harmless the St. Louis Public Library from and against any claim, damage, loss, liability, reasonable costs and expenses whatsoever which the St. Louis Public Library may suffer as a result of this contract.

### **OTHER PROVISIONS**

- 1) Bidders are strongly urged to carefully read all terms and conditions prior to submission of a bid.
- 2) Bidders must provide a firm fixed price for all requirements set forth in this bid.
- 3) Contracts must comply with any local, state and federal equal opportunity laws and regulations.
- 4) Contractor may not subcontract any part of services to be performed to any other company.

### **TERMS OF CONTRACT**

This contract shall not bind the 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 option to renew, all terms, conditions and provisions of the original contract shall 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 applicable spaces are left blank, prices will be the same as during the original contract.

### **QUALITY CONTROL**

The bidder shall be responsible for maintaining quality control. Preliminary approval by the St. Louis Public Library does not relieve the bidder of his/her responsibility. The St. Louis Public Library reserves the right to reject any services that do not meet acceptable standards of quality.

### **INVOICING**

Contractor shall submit itemized invoices detailing services performed location and length of time devoted to each aspect of services, with "Total Billing Price" listed to the Department of Finance-Accounts Payable. The St. Louis Public Library payment terms are Net 30 days.

- (4) Equipment must be properly maintained and in good working order at all times. BIDDER IS TO SUBMIT A LISTING OF EQUIPMENT AND QUANTITIES DEEMED NECESSARY TO PERFORM THE SERVICES SPECIFIED HEREIN.
- (5) The contractor must be in compliance with all local, state, and federal laws and regulations regarding such work.

## **EXHIBIT A**

### **EXPERIENCE AND RELIABILITY**

- (1) Bidder shall submit with bid any information which documents successful and reliable experience in the past.
- (2) Bidder shall provide information related to current and previous contracts, which are similar to the requirements contained in this specification. Such information shall also include a minimum of three (3) references, giving the name of the organization, address, telephone number, and name of contact person.

### **INSURANCE/INDEMNITY**

- (1) Prior to commencement of services, the contractor shall provide the St. Louis Public Library with certificates of insurance in full force throughout the life of the contract, and shall require that at least (30) days notice be given in the event of cancellation. Minimum requirements are as follows:

#### **BODILY INJURY**

Each Person: \$ 500,000  
Each Accident: \$1,000,000

#### **PROPERTY DAMAGE**

Each Accident: \$ 500,000  
Aggregate; \$1,000,000

- (2) Worker's Compensation and Employer's Liability:

Worker's Compensation Insurance with statutory limits for the State of Missouri including benefits provided under Coverage B-Employer's Liability - \$500,000.00.

- (3) Additional Insured Parties shall read as follows:

"The St. Louis Public Library". Proof of insurance to be supplied upon award of contract.

- (4) All coverage shall apply to all locations where the named insurers are performing services for the holder of the certificate. All such insurance shall be primary and noncontributory, and in the event of any cancellation or material change in coverage, notice must be given at least (30) days in advance to the owner. All companies writing policies shall be a minimum of A.M. Best's Rated AX or higher. The following wording must apply in the cancellation provision of the certificate: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named below:

CERTIFICATE HOLDER: St. Louis Public Library  
1415 Olive Street  
St. Louis MO 63103



ATTACHMENT A  
ST. LOUIS PUBLIC LIBRARY  
EQUIPMENT LIST

METASYS FMS	QTY
Operator Workstation	1
Printer IBM PPS2	1
Modem 56K	2
NCM 200	1
NCM 300	1
AHU - 100	1
FPU	6
PMI Version 10.01	1
PC Anywhere Software	1
Metapage Software	1

**ATTACHMENT A  
SCHEDULE A  
METASYS NETWORK  
PERFORMANCE ASSURANCE SERVICES**

**SYSTEM SERVICES**

Network Analysis - The Contractor shall analyze and report on the performance of the St. Louis Public Library's Metasys system network no less than 12 times per year (once monthly).

Enhancement Engineering - The contractor shall monitor the overall performance of the Library's equipment. During the monitoring process the Contractor shall take into consideration current manufacturing recommendations, reliability, productivity, operating costs and changes presently in use. Recommendations of alterations, upgrades, retrofits, etc. available that can improve the St. Louis Public Library's system, shall be submitted in writing by the Contractor.

**METASYS EQUIPMENT**

Equipment to be serviced includes, but is not limited to Operator Workstations, Network Control Units, Network Expansion Units, Function Modules, Application Specific Controllers including AHUs, VAVs, UNTs.

Coverage to include:

The Contractor shall review the "system Event Log" with the St. Louis Public Library representative and take appropriate action. The Contractor shall also make a copy of the customer's current Metasys database no less than 12 times per year (once monthly). The Contractor shall also provide repair services to the St. Louis Public Library's components listed in Schedule A. The Contractor shall replace or repair failed or defective parts.

**METASYS FIELD DEVICES**

Coverage to include:

Equipment to be serviced includes, but is not limited to, Temperature Elements, Flow Meters, Humidity Sensors, Actuators, etc. The Contractor shall provide scheduled preventative maintenance on all covered components. The Contractor shall replace or repair failed or defective parts.

**ATTACHMENT A**  
**SCHEDULE A**  
**MAINTENANCE SCHEDULE**  
**METASYS NETWORK SYSTEM**  
**CONTROL CENTER**  
**FIELD PROCESSING EQUIPMENT**  
**AND SENSING/CONTROL HARDWARE**

EQUIPMENT: Field Processing Units: Field Processing Controllers, Loop Remote/MUX Panels and Point Modules

Maintenance for the above equipment as follows:

**MONTHLY**

1. Check fan operation on units with forced air-cooling. Clean air intake grille and filter if required.
2. Verify proper operation on units of all indicating lamps.
3. Inspect interconnecting cables and electrical connections.

**QUARTERLY**

1. Verify proper system isolation.
2. Check for proper voltage levels of regulated power supplies.
3. Verify proper analog to digital conversion. Calibrate if required.

**SEMI-ANNUALLY**

1. Clean external equipment enclosure surfaces.

**ANNUALLY**

1. Check bypass circuitry operation.
2. Verify alarm condition reporting.
3. Test for presence of frame error rate.
4. Check for hung analog condition and interrupt capability.
5. Inspect interior surfaces and components. Clean if required.

6. Verify binary analog point modules for proper operation and reporting. Check or calibrate critical points.
7. Insure equipment cabinet is at earth ground potential.

EQUIPMENT: Transducers, Resistance Elements, Relay Modules and Field Equipment Units  
Maintenance for the above equipment is as follows:

#### SEMI-ANNUALLY

1. Clean external surfaces of field equipment units.

#### ANNUALLY

1. Inspect interconnecting cables and electrical connections.
2. Insure that the cabinet is at earth ground potential.
3. Verify proper operation of sensors, relay modules, gages and transducers.
4. Check or calibrate gages, transducers and relay modules associated with critical points (Perform in conjunction with point module verification procedures).
5. Insure all mounted and plug-in components are securely in place.
6. Inspect interior surfaces and components of field equipment units. Clean if required.

**Exhibit B**

**Non-Collusion**

**Affidavit**

**EXHIBIT B**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**

**LIBRARY DISTRICT DBA**

**ST. LOUIS PUBLIC LIBRARY RFB 20-07131 ADMINISTRATIVE OFFICE (AKA CENTRAL WEST) SPECIFICATIONS METASYS & ATC (AUTOMATED TEMPERATURE CONTROL)**

**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 bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bid.

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 Bid.

Bidder: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit C

## E-Verify

## Affidavit

**EXHIBIT C**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**

**LIBRARY DISTRICT DBA**

**ST. LOUIS PUBLIC LIBRARY RFB 20-07131 ADMINISTRATIVE OFFICE (AKA CENTRAL WEST) SPECIFICATIONS METASYS & ATC (AUTOMATED TEMPERATURE CONTROL)**

**E-VERIFY AFFIDAVIT**

Pursuant to Section 285.530 of the Missouri Revised Statutes, as amended, the Bidder 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 Bidder is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exists.

The undersigned, on behalf of the Bidder, being first duly sworn, deposes and states that the Bidder 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 Bidder will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Bidder: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Exhibit D

## Bid Schedule

**EXHIBIT D**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
**LIBRARY DISTRICT DBA**  
**ST. LOUIS PUBLIC LIBRARY RFB 20-07131 ADMINISTRATIVE OFFICE (AKA CENTRAL**  
**WEST) SPECIFICATIONS METASYS & ATC (AUTOMATED TEMPERATURE CONTROL)**

**REQUEST FOR BID(S) SCHEDULE**

RFB Issued	07/22/20
Public Notification of RFB	07/22/20
Pre Bid Conference	07/27/20 9:00 a.m.
Questions from Bidders due to St. Louis Public Library	07/29/20 4:00 p.m.
RFB Due	08/05/20 2:00 p.m.

# **Exhibit E**

# **Diversity**

# **Statement**

## EXHIBIT E

### **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 5<sup>th</sup> day of April, 2004.

BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC  
LIBRARY

  
\_\_\_\_\_  
Its President

[SEAL]

ATTEST:

  
\_\_\_\_\_  
Its Secretary

# Exhibit F

# Acknowledgement

# Form

**EXHIBIT F**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL**  
**LIBRARY DISTRICT DBA**  
**ST. LOUIS PUBLIC LIBRARY RFB 20-07131 ADMINISTRATIVE OFFICE (AKA CENTRAL**  
**WEST) SPECIFICATIONS METASYS & ATC (AUTOMATED TEMPERATURE CONTROL)**

**ACKNOWLEDGEMENT FORM**

**TO:** Attn: Don Gillum, Purchasing Manager  
Board of Directors of the City of St Louis  
Municipal Library District DBA St. Louis Public Library  
1415 Olive Street  
St. Louis, MO 63103

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Bidder Agent(if applicable): \_\_\_\_\_

Email Address: \_\_\_\_\_

**BIDDER ACKNOWLEDGEMENT:**

The undersigned acknowledges that I have received and thoroughly reviewed the Request for Bid (RFB) dated July 22, 2020 and intend to participate in the RFB. Pursuant to notices given, the undersigned with complete understanding of the requirements and conditions shall provide all labor and materials in accordance with the requirements of the RFB.

Bidder: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Exhibit G

## Sample Contract

**SAMPLE      CONTRACT NUMBER: 20-07131**

**CONTRACT**

This agreement made this XX day of July, 2020, between the **Board of Directors of the City of St. Louis Municipal Library District**, hereinafter called the "**St. Louis Public Library**", and **XX, XX**, herein called the "**Contractor**".

The Project: **ATC and Metasys Systems Maintenance**

General Description of Work: **Contractor to furnish all labor, tools, materials, equipment and transportation necessary for ATC and Systems Maintenance for the Project**

St. Louis Public 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 Bid and Instructions to proposers for Bid Project 20-07131, all drawings, specifications and addenda issued by 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 N/A.

2.2 The Contract Work Includes:

(a) That is 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: 20-07131**

**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 St. Louis Public 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. Reasonable allowances shall be made by the St. Louis Public Library 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 St. Louis Public 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 Extensions**

The contract shall not bind the St Louis Public Library for any contractual commitment in excess of the original contract period. The contract period is June 1, 2020 through May 31, 2021. 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: 20-07131

**7. Contract Sum and Payments**

7.1 In consideration of the complete and timely performance of all contract work, the St. Louis Public Library shall pay the Contractor as designated in N/A, the sum of **XX(\$XX) per month** for an annual total not to exceed **SXX (\$XX)**. Payments will be made on a monthly basis, twelve installments, subject to additions, deductions and conditions as stated herein. The St. Louis Public Library payment terms are net thirty (30) days from the last date of performance or invoice date, whichever date is most current.

**Contract Payee Information: XX,XX, XX, XX XX (Phone: XX XX XX)**

7.2 Contractor, if required by the St. Louis Public Library will provide an affidavit to the St. Louis Public Library showing that its labor, materials and other bills have been paid, (i.e. lien waivers), in a form satisfactory to the St. Louis Public Library. If it appears that labor, material or other bills incurred in the performance of the contract work are not being paid, the St. Louis Public Library may withhold payment in whole or in part to pay such bills.

7.3 In the event of any breach by Contractor of this agreement, or in the event of the assertion by others of any claim or lien against the St. Louis Public Library or St. Louis Public Library's surety (if any), which claim or lien arises out of Contractor's performance, the St. Louis Public Library may, but is not required to, retain out of any payments due to Contractor an amount sufficient to protect the St. Louis Public Library from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Contractor to the satisfaction of the St. Louis Public Library.

**8. Invoicing**

itemized invoices detailing services performed, location, with "Total Billing Price" listed, must be submitted to:

Attn: Department of Finance: Accounts Payable  
St. Louis Public Library  
1415 Olive St.  
St. Louis, MO 63103-2389.

**9. Bonds**

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. 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.

**11. Insurance**

11.1 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.

11.2 Contractor's Comprehensive General and Automobile Liability Insurance, as required by paragraph 5.1 shall be written for not less than limits of liability as follows: (a) Contractor's comprehensive general liability insurance shall insure against claims for bodily injury, death, and property damage occurring and arising out of and as a result of services, articles and materials performed or delivered hereunder on an occurrence basis with a combined single limit of one million dollars (\$1,000,000); and (b) Contractor's automobile liability insurance shall insure against claims for bodily injury, death and property damage occurring and arising out of and as a result of services performed hereunder with a combined single limit of one million dollars (\$1,000,000).

## **EXHIBIT G**

**Contract Number: 20-07131**

11.3 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 insuring companies which certificates shall specify the effective 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 St. the 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.

11.4 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.

11.5 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.

### **12. Miscellaneous**

12.1 Failure by the St. Louis Public Library in any instance to insist upon observance or performance by Contractor of any terms, conditions, of this agreement shall not be deemed a waiver by any such terms, conditions or provisions, and observance or performance thereof.

12.2 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) - Certificate of Insurance**

**Exhibit (C) - Affidavit of Compliance**

**Exhibit (D) - Diversity Statement**

**Exhibit (E) - RFB Response and Pricing Page**

**EXHIBIT G**

**CONTRACT NUMBER: 20-07131**

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)