

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 20-09081
UNIPRINT ANNUAL MAINTENANCE & SUPPORT LICENSE/SUBSCRIPTION

REQUEST FOR BID

September 8, 2020

1. INTRODUCTION

The St. Louis Public Library requests proposals from qualified Proposers to provide uniprint annual maintenance & support license/subscription.

Proposals must be received no later than 2:00 p.m., September 22, 2020 by:

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 63103-2389

Questions and clarification inquiries about this RFP must be received prior to 4:00 p.m., Tuesday, September 15, 2020. To preserve the integrity of the selection process, questions regarding this RFP should only be directed in writing to Mr. Gillum at dgillum@slpl.org

The St. Louis Public Library wishes to engage a Proposer to provide goods and services in accordance with and in the furtherance of the St. Louis Public Library's purpose and mission. This RFP seeks proposals from qualified vendors for the goods and services described in this RFP.

The selected Proposer shall enter into a vendor agreement with the St. Louis Public Library for the services consistent with the terms of this RFP, and with the general provisions contained in this RFP.

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TO THE RFP

In addition to the RFP requirements elsewhere in this RFP, any Proposer that may be selected to perform the services described in the RFP and to enter into a vendor agreement with the St. Louis Public Library must agree to a number of general terms and conditions. If a Proposer cannot agree to any of the stated general conditions, its Proposal must clearly state the reason for any such non-compliance.

- A. **Labor and Materials.** The Proposer shall provide all labor, materials and supplies for the services to be performed under this RFP.
- B. **Agreement Period.** The Subscription period will reflect the following timeline, 10/29/20 through 10/28/21.
- C. **Form of Agreement.** The submission of a Proposal constitutes the agreement of any submitting Proposer that any contract to be drawn as a result of an award to the Proposer will be prepared by counsel for the St. Louis Public Library and will be the controlling agreement. The Proposers are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes, if requested.
- D. **Compliance with Laws.** In performing under a vendor agreement, the selected Proposer shall comply with all applicable laws, ordinances, rules, regulations, or standards of federal, state and local governments having authority or jurisdiction over the services or performance of the services, or any lawful orders pertaining in any way to the services to be provided by the St. Louis Public Library.
- E. **Out of State Proposer.** It shall be a condition to a vendor agreement that any out-of-state Proposer that may be selected to provide the services shall be duly registered and qualified to do business within the State of Missouri.
- F. **Prime Contractor Responsibility.** Planned use of subcontractors in connection with a vendor agreement should be clearly explained and described in the Proposal. The use of any subcontractor in connection with the services shall be subject to the approval of the Library, and any approved subcontractor shall agree to be bound by and subject to all terms and conditions of a vendor agreement between the St. Louis Public Library and the selected Proposer. The Proposer as prime contractor will be responsible and must take responsibility, for the performance of all services under a vendor agreement whether or not subcontractors are used.

- G. Independent Contractor.** It is expressly understood and agreed that the selected Proposer shall be an independent contractor and not an employee of the Library. A vendor agreement will not constitute, create, give rise to, or otherwise recognize 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 a vendor agreement. The Proposer represents and warrants that no persons supplied by it in the performance of a vendor agreement are employees of the Library and further agrees that no rights of the St. Louis Public Library's retirement or personnel rules accrue to such persons. The Proposer shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and insurance, unemployment compensation, other benefits and taxes and premiums, appurtenant thereto concerning all employees and personnel provided by Proposer in the performance of the services under a vendor agreement and shall indemnify and hold the St. Louis Public Library harmless with respect thereto.
- H. Indemnification.** Proposer shall defend, indemnify and hold harmless the Library and its directors, officers, employees, representatives, agents contractors, subcontractors, licensees and successors and assigns 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 courts costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, error, omissions conduct, or operations of Proposer, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, whether active or passive, error, omission, conduct, or operation of any negligent act, whether active or passive, of Proposer, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations, or duties contained in a vendor agreement; or (c) any violation of any applicable federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under a vendor agreement.
- I. Required Insurance Coverage.** Proposer shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of a vendor agreement, which policies shall protect against any loss or claim arising from or relating to a vendor agreement, the services and activities, or presence at the Library facilities, and any act or omission of Proposer or its employees and/or agents or subcontractors in connection with the Services provided under a vendor agreement, and shall cover the contractual indemnification liability assumed by the Proposer or pursuant to a vendor 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, special form property damage, fire legal liability, contractual liability, independent contractors, errors and omissions, and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Proposer's activities at Central Library. Any deductible shall be at Proposer's expense.
2. Business, automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00);
3. Worker's Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Proposer'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 Proposer on behalf of Library;
5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Proposer shall be Proposer's responsibility. The St. Louis Public Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Proposer.
6. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections I. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.

All insurance policies addressed in Subsections I. (1), (2), (4), and (6) above shall be endorsed to name the following as additional insured's:

City of St. Louis Municipal Library District and its directors, officers, employees, representatives, agents, contractors, licenses, and successors.

All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to the Library: (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Missouri 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.

All insurance policies of or on behalf of the St. Louis Public Library required in a vendor agreement shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."

Proposer shall deliver to the St. Louis Public Library, prior to commencement of services under a vendor 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 Library by the aforementioned time, or if any such policies are canceled, the St. Louis Public Library shall have the right to terminate a vendor agreement immediately and/or deny Proposer access to St. Louis Public Library facilities. These insurance provisions are minimum requirements and shall not relieve Proposer of its indemnity, defense and hold harmless obligations.

- J. **E-Verify.** The Proposer must agree to enroll in and participate in the E-Verify Program as required by Section 285.530 of the Missouri Revised Statutes, as amended, during the hiring process for all employees hired after the date of a vendor agreement. The Proposer must agree to require its subcontractors who may perform work under a vendor agreement to certify to Proposer that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Proposer must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The St. Louis Public Library may terminate a resulting vendor agreement for default if the Proposer fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the Library of such breach. As a condition to entering into a Vendor Agreement, the Proposer must execute the E-Verify Affidavit, which shall be an exhibit to a vendor agreement. Such affidavit shall be in the form attached to this RFP as **Exhibit D.**
- K. **Performance Uninterrupted.** Proposer shall perform the services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Proposer shall be in sole discretion of the St. Louis Public Library.
- L. **Communications.** The Proposer shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public Library management to provide updates regarding the services performed. The Proposer shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.

- M. Staff.** Proposer shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the services in a public library environment under a vendor agreement. Proposer shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Proposer who, in the opinion of the St. Louis Public Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the St. Louis Public Library in its sole discretion, be reassigned or removed from performing any further duties related to the services to be provided under a vendor agreement. In the performance of the services under a vendor agreement, Proposer and its staff shall comply with the St. Louis Public Library's Policy for Appropriate Use of the Library, as may be amended from time to time.
- N. Laws & Ordinances.** Proposer shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and services under a vendor agreement at Central Library.
- O. Timing.** The successful Proposer will supply goods and services for subscription period, 10/29/20 thru 10/28/20.
- P. Compliance with Laws.** The selected Proposer shall operate in compliance with all applicable local, state and federal laws, regulations and ordinances and in accordance with the St. Louis Public Library's Policies and Procedures as may be amended from time to time. It is the Proposer's sole responsibility to obtain and maintain all appropriate licenses and permits for its operation in the performance of the Services.
- Q. Evaluation Criteria.** The award will be made based on an evaluation of each of the 4 sections below. The Respondent with the highest point total, out of 100 points, will be considered the awarded contractor. The final selection will be at the discretion of SLPL, and in the best interest of SLPL. The Library will evaluate RFP responses using these criteria.
- **[30%] Financial Criteria:** Furnish all services to complete the Scope of Work.
 - **[25%] Scope of Work Compliance:** How well the proposal complies with the requirements of the RFP.
 - **[20%] Maintenance/Service Capability:** Proposer to submit a detailed description of service department capabilities, references from previous long-term service clients, and warranty service capabilities.
 - **[25%] Contractor's previous experience with library projects of a similar size and scope as detailed in this solicitation will be a factor in the evaluation.**

R. AWARD

In accordance with the Library's Procurement Policy:

1. The right is reserved by the St. Louis Public Library to cancel the RFP or to reject in whole or in part when it is for good cause and in the best interests of the St. Louis Public Library any and all Proposals and to waive any irregularity or informality with respect to any Proposal. The St. Louis Public Library reserves the right to split awards, make multiple awards and to reject all Proposals.
2. Discussions may be conducted with responsible Proposers who submit Proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the RFP requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing Proposers or of any information derived from Proposals submitted by competing Proposers.
3. Subject to the terms of this RFP, an award will be made by the Library to the responsible Proposer whose Proposal is determined in writing to be the most advantageous to the Library, taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.
4. The selected Proposer shall enter into a vendor agreement consistent with this RFP.

REQUEST FOR PROPOSALS

RFP NO: 20-09081

SEND PROPOSALS TO:

DATE ISSUED: September 8, 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

BID DUE DATE: September 22, 2020 by 2:00 p.m.

PURCHASING AGENT: Don Gillum

EMAIL ADDRESS: dgillum@slpl.org

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UNIPRINT ANNUAL MAINTENANCE & SUPPORT LICENSE/SUBSCRIPTION

This Proposal is subject to all the terms and conditions of this Request for Proposals 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

Print Name: _____

Print Title: _____

Print Company
Name: _____

Print Address,
City, State, Zip: _____

Print Telephone: _____

Print Email: _____

Proposer Signature: _____

Proposer is: _____ individual _____ corporation _____ partnership _____ LLC

_____ Other – describe _____

INSTRUCTIONS TO PROPOSERS

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.

In accordance with the St. Louis Public Library's procurement policy, Proposals will be handled so as not to permit disclosure of the identity of any Proposer or the contents of any Proposal to competing Proposers during the process of negotiation. A register of Proposals shall be prepared containing the name of each Proposer, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of Proposals shall be open for public inspection only after a final contract is executed.

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 proposal(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 RFP 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 Proposal. The St. Louis Public Library reserves the right to split awards, make multiple awards and to reject all Proposals.

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

Questions about the RFP 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 RFP should only be directed in writing to Mr. Gillum, dgillum@slpl.org. **Proposal inquiries must be submitted in writing for the St. Louis Public Library review no later than Tuesday, September 15, 2020, by 4:00 p.m.,** to allow for the St. Louis Public 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 initiated and dated by the company submitting the Proposal. Please provide four complete copies of your Proposal response for the St. Louis Public Library review. Email and facsimile proposals will not be accepted.

It is the responsibility of the Proposer to deliver the Proposal and/or RFP 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 the attention of the Purchasing Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103 for a 2:00 p.m. proposal opening at that location on 9/22/20. The Proposal RFP 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 RFP 20-09081
UNIPRINT ANNUAL MAINTENANCE & SUPPORT LICENSE/SUBSCRIPTION**

**PROPOSALS DUE 9/22/20 by 2:00 p.m.
*EMAIL AND FACSIMILE PROPOSALS WILL NOT BE ACCEPTED**

Exhibit A

Scope of Work

EXHIBIT A

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 20-09081
UNIPRINT ANNUAL MAINTENANCE & SUPPORT LICENSE/SUBSCRIPTION

SCOPE OF WORK

The St. Louis Public Library wishes to engage a Proposer to provide the goods and products in accordance with and in the furtherance of the St. Louis Public Library's purpose and mission. This RFP seeks proposals from qualified vendors for the goods and products described in this RFP.

Exhibit B

Pricing Page

EXHIBIT B

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 20-09081
UNIPRINT ANNUAL MAINTENANCE & SUPPORT LICENSE/SUBSCRIPTION

PRICING PAGE

<u>PRODUCT DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE/UNIT</u>	<u>EXTENDED PRICE</u>
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Uniprint Annual Maintenance
& Support -1 year Renewal
Support Period: 10/29/20-10/29/21
Uniprint
(42) Printers
Signup w/10 Cals
(250) Cal Pak
Signup SIPI/SIPII Authentication
Gateway
MobilePrint Base
(39) MobilePrint Devices
(26) Sharp iMFP
Out-of-state sale, exempt from
sales tax

Total	1	\$ _____	\$ _____
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Proposer: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Exhibit C

Non-Collusion

Affidavit

EXHIBIT C

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 20-09081
UNIPRINT ANNUAL MAINTENANCE & SUPPORT LICENSE/SUBSCRIPTION

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.

Proposer: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Exhibit D

E-Verify

Affidavit

EXHIBIT D

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 20-09081
UNIPRINT ANNUAL MAINTENANCE & SUPPORT LICENSE/SUBSCRIPTION

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 exists.

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: _____

Exhibit E

Bid Schedule

EXHIBIT E

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 20-09081
UNIPRINT ANNUAL MAINTENANCE & SUPPORT LICENSE/SUBSCRIPTION

REQUEST FOR BID(S) SCHEDULE

RFP Issued	09/08/20
Public Notification of RFB	09/08/20
Questions from Bidders due to St. Louis Public Library	09/15/20 4:00 p.m.
RFB Due	09/22/20 2:00 p.m.

Exhibit F

Diversity

Statement

EXHIBIT F

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.

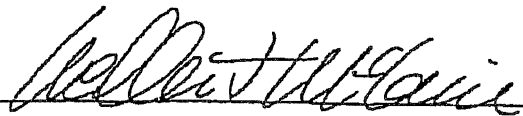
BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC
LIBRARY



Its President

[SEAL]

ATTEST:



Its Secretary