### BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT

### **TO THE RFP**

In addition to the RFP requirements found elsewhere in this RFP, any Proposer that may be selected to perform the services described in the RFP will be required 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 noncompliance.

- **A.** <u>Labor and Materials</u>. The Proposer shall provide all labor, materials and supplies for the services to be performed under this RFP.
- **B.** 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.
- C. <u>Compliance with Laws</u>. 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.
- **D.** <u>Out of State Proposer</u>. 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.
- **E.** 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.

- F. 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.
- **G.** <u>Indemnification</u>. 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.
- H. 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 H. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.

All insurance policies addressed in Subsections H. (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.

- I. <u>E-Verify</u>. The Proposer must agree to enroll in and participate in the E-Verify Program as required by Section 285.530 of the Missouri Revised Statues, 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.
- J. <u>Performance Uninterrupted</u>. Proposer shall perform the services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Proposer shall in be in sole discretion of the St. Louis Public Library.
- **K.** <u>Communications.</u> 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.
- L. <u>Staff.</u> 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.

- M. <u>Laws & Ordinances</u>. 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.
- **N.** <u>Compliance with Laws</u>. 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.

### **REQUEST FOR PROPOSALS**

RFP NO:

21-001780

**SEND PROPOSALS TO:** 

**DATE ISSUED:** October 20, 2020

Don Gillum, Purchasing Manager St. Louis Public Library Administrative Offices 1415 Olive Street

St. Louis, MO 63103

**DUE DATE**:

November 3, 2020 by 2:00 p.m.

**PURCHASING AGENT:** Don Gillum

EMAIL ADDRESS: dgillum@slpl.org

### BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT

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 | of Prop | ooser  |
|---|---------|--------|
| Print Company 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)   |         |        |

### BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT

### 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.

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.

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 Don Gillum, Manager of Purchasing at <a href="mailto:dgillum@slpl.org">dgillum@slpl.org</a>. 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 Mr. Gillum, <a href="mailto:dgillum@slpl.org">dgillum@slpl.org</a>. <a href="mailto:Proposal inquiries must be submitted in writing for the St. Louis Public Library review no later than Tuesday,">Dctober 27, 2020 by 10:00 a.m.</a> 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 initialed and dated by the company submitting the Proposal. Please provide four complete copies of your Proposal response for St. Louis Public Library review. Email and facsimiled proposals will not be accepted.

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 Don Gillum, 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:

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT

PROPOSALS DUE 11/3/20 @ 2:00p.m.

EMAIL AND FASIMILIED PROPOSALS WILL NOT BE ACCEPTED

## Attachment A Proposal Schedule

### REQUEST FOR PROPOSAL(S) SCHEDULE

### BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT

| RFP Issued                              | 10/20/20               |  |
|---|------------------------|--|
| Public Notification of RFP              | 10/20/20               |  |
| Questions from Proposers due to Library | 10/27/20 by 10:00 a.m. |  |
| RFP Due                                 | 11/3/20 by 2:00 p.m.   |  |

### Attachment B Acknowledgement Form

### ATTACHMENT B ACKNOWLEDGEMENT FORM ST. LOUIS PUBLIC LIBRARY PROPOSAL FORM

TO:

Attn: Don Gillum, Purchasing Manager St. Louis Public Library, Administrative Offices

1415 Olive Street St. Louis, MO 63103

### **PROJECT:**

### BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT **CONSULTANT**

| PROPOSER:  |
|--|
| Address:   |
| City/State/Zip:  |
| Telephone Number:  |
| Agent of Proposer (if applicable):   |
| Email Address:   |
| PROPOSER ACKNOWLEDGEMENT:  |
| The undersigned acknowledges that I have received and thoroughly reviewed the Request for Proposals (RFP) dated October 20, 2020 and intend to participate in the RFP. 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 RFP. |
| Proposer:  |
| By (Written Signature):  |
| Printed Name:  |
| Title:   |

### Attachment C Non-Collusion Affidavit

### NON-COLLUSION AFFIDAVIT

### BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT

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:                  |  |  |

## Attachment D E-Verify Affidavit

### E-VERIFY AFFIDAVIT

### BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT

Pursuant to Section 285.530 of the Missouri Revised Statuses, 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.

| oposer:                |
|------------------------|
|                        |
| y (Written Signature): |
|                        |
| rinted Name:           |
|                        |
| itle:                  |

# Attachment E Diversity Statement

### ATTACHMENT E - DIVERSITY STATEMENT

### 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. <u>Findings</u>. 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. <u>Diversity Statement</u>. 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 contact with or become employees of the Library; (iii) assist persons from diverse backgrounds to contact 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. <u>Annual Review</u>. 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. <u>Severability</u>. 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. <u>Effective Date</u>. 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

### Attachment F Scope of Work

### BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST LOUIS PUBLIC LIBRARY RFP 21-001780 DIVERSITY, EQUITY & INCLUSION CONSULTANT

### **SCOPE OF SERVICES**

### I. GENERAL INFORMATION

Background Information: St. Louis Public Library has 400 employees, which operate 17 locations across the city. The St. Louis Public Library sees more than 2.3 million visitors each year and has more than four million books and items in its collection and more than 83,000 The St. Louis Public Library cardholders. The St. Louis Public Library's mission is to provide learning resources and information services that support and improve individual, family and community life through a variety of services, programs and initiatives.

St. Louis Public Library actively supports and continues to enhance the advancement and celebration of diversity, equity, and inclusion (DEI) through diverse collections, responsive services offered, equitable outcomes in budget decisions and services, and other means. To create an environment that values and promotes DEI requires action and engagement. To that end, the St. Louis Public Library is seeking an experienced consultant to guide the creation and implementation of a robust diversity, equity, and inclusion plan for The St. Louis Public Library both employees and customers.

### II. SCOPE OF SERVICES

### Diversity, Equity, & Inclusion Consultant

St. Louis Public Library is seeking proposals from experienced, qualified firms to provide diversity, equity, and inclusion consultation services for the Library with the goal of creating a diverse, equitable, inclusive culture for both employees and customers.

- **A. TIMING:** Successful Proposer must be ready to begin Services on or about January 2021.
- **B.** <u>COMPLIANCE WITH LAWS:</u> 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.

**C. PROJECT SCOPE:** The St. Louis Public Library will expect the Contractor to perform the services noted below and must respond to this listing in their Contractor response.

The selected consultant will conduct a full-scale diversity audit and subsequently develop a short-term (5-year) plan and a long-term strategy with the goal of creating a diverse, equitable, inclusive culture for both employees and customers of the St. Louis Public Library. Specific areas of focus include work culture, recruiting, hiring, retention, employee and customer policies and procedures, and programs and services.

Proposals should include a project outline and timeline for the below requirements. The St. Louis Public Library will work with the selected consultant to create an implementation plan that is acceptable for both parties. The St. Louis Public Library intends to begin implementation of the short-term and long-term plans in a timely manner, within three months of the recommendation, and will dedicate resources to do so.

### **Diversity Audit Requirements**

The diversity audit must include a staff and customer survey to assess the current climate of diversity, equity and inclusion (DEI) at the St. Louis Public Library. The selected consultant will meet with the DEI Change Team to review current practices, policy and procedures, and services and consult on areas of improvement. At the end of the audit, the consultant will provide an internal report assessing the current state of the St. Louis Public Library, review findings, and present recommendations, plans, and strategies for improvement and implementation.

### Short-Term Plan & Long-Term Strategy Requirements

Informed by the full-scale diversity audit, the short-term plan and long-term strategy should include and/or address the following phases/tasks:

- Developing effective and sustainable processes to continually engage staff and collect meaningful, actionable feedback
- Clear and actionable steps that St. Louis Public Library will take to become a truly diverse, equitable, and inclusive organization.
- An integrated approach to evaluating both internal and customer-focused policies and procedures
- Employee training focusing on, but not limited to the following areas:
  - Management Training
    - Recruitment, hiring, and retention
    - Building and leading a diverse team
  - Customer service, including policies & procedures
  - O DEI basics, best practices, and resources
    - Examination of policies & procedures
  - o Emotional Intelligence and social justice
- Ongoing diversity, equity, and inclusion trainings for staff and leadership.
- Performance indicators to evaluate and measure success as plans and strategies are implemented
- Follow up after 1 year of progress

### D. REFERENCES

Please provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors, which are similar to the requirements of this RFP.

State the names and capacity of the professional staff assigned to work on the St. Louis Public the St. Louis Public Library's account and a brief resume of their background and experience including certifications in the State of Missouri. Indicate professional staff familiar with Missouri and federal legislation. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.

Please include a history of your local operations, as well as the number of employees in your local office.

Name other school Library/government agencies/municipalities for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account.

### E. <u>COMPENSATION</u>

Please discuss your preferred method of compensation for your services. Specifically identify your proposed commission or fee structure for the Scope of Services outlined. Disclose ALL anticipated fees, commissions, contingencies, over-rides, bonuses, etc. to be paid with regard to or in connection with products sold to or through the St. Louis Public Library.

### F. EMPLOYMENT VERIFICATION

Each Proposal shall be accompanied by an affidavit containing the following:

A statement that the Offeror has enrolled in, and is currently participating in, E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); A statement that the business entity does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

### G. SELECTION CRITERIA

- 1. Company Profile (Experience and examples of successful consulting work with non-profit organizations. List of principal consultants who will work directly on each component of this project, as well as their qualifications).
- 2. Proposal (Are the representatives professional; does the company clearly communicate their intentions; are they a good fit; is there continuity?)
- 3. Requirements (Does the proposal clearly outline that the organization can accomplish the outlined scope of work and meet all requirements or provide acceptable solutions?)
- 4. Price

### H. SELECTION PROCESS

The St. Louis Public Library will employ an interview process for this purchase. The St. Louis Public Library staff will review each proposal and score based on the selection criteria. The highest-rated proposers will be invited to interview with select members of The St. Louis Public Library Administration and the Diversity, Equity, and Inclusion Change Team. Based on information received from the proposals and subsequent interviews, the St. Louis Public Library staff will select the best candidate who fits the St. Louis Public Library's needs.

### III. AWARDS

In accordance with the St. Louis Public 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 St. Louis Public Library to the responsible Proposer whose Proposal is determined in writing to be the most advantageous to the St. Louis Public 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.

The selected Proposer shall enter into a Vendor Agreement consistent with this RFP.

### IV. ATTACHMENTS

Attachment A - Request for Proposal(s) schedule

Attachment B - The Acknowledgement Form provides the St. Louis Public Library with contact information for Proposers interested in responding to this RFP.

Attachment C - The Non-Collusion Affidavit is required as part of each Proposal package.

Attachment D - The E-Verification Affidavit is required as part of each Proposal package.

Attachment E - The Board of Directors adopted a Diversity Statement in 1997, encouraging persons with diverse ethnic, religious, socio-economic and cultural backgrounds in the City to contract with or become employed by the St. Louis Public Library in accordance with the Diversity Statement.

Attachment F - Scope of Services