

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-01151 ROOF CONSULTANT
BUDER LIBRARY

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 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. 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 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.
- C. 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 Library.
- D. 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.
- 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 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 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 Library harmless with respect thereto.

- G. 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 court 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, error, omissions conduct, or operation 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 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 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 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 Library shall have the right to terminate a Vendor Agreement immediately and/or deny Proposer access to Library facilities. These insurance provisions are minimum requirements and shall not relieve Proposer of its indemnity, defense and hold harmless obligations.

- I. 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 Verify program. The Proposer must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The 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 **Attachment D**.
- J. 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 Library.
- K. Communications. The Proposer shall communicate regularly or on an agreed upon schedule with the designated 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 Library management.
- L. 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 Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Proposer who, in the opinion of the 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 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 Library's Policy for Appropriate Use of the Library, as may be amended from time to time.
- M. 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.
- N. Timing. The successful Proposer must be ready to begin services no later than 30 days after contract execution.
- O. 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 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.

P. AWARD

In accordance with the Library's Procurement Policy:

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

RFP NO: 21-01151

SEND PROPOSALS TO:

DATE ISSUED: December 18, 2020

Assistant Business 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: 10:00 a.m., January 6, 2021

Buder Branch, St Louis Public Library, 4401
Hampton Ave., St Louis, MO 63109

BID DUE DATE: January 15, 2021 by 2:00 p.m.

PURCHASING AGENT: Rita Kirkland

EMAIL ADDRESS: rkirkland@slpl.org

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
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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.

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 Rita Kirkland, Assistant Manager, at rkirkland@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 RMK, rkirkland@slpl.org. **Proposal inquiries must be submitted in writing for the St. Louis Public Library review no later than Monday, January 11, 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 PROPOSAL 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 **Assistant Business Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103** for a 2:00 p.m. bid opening at that location on 1/15/21. EMAIL PROPOSALS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL BID RESPONSE TO: RMK, rkirkland@slpl.org. The Proposal RFP number shall show on the face of the envelope:

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
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PROPOSALS DUE 1/15/21 by 2:00 p.m.

Attachment A

Scope of Work & Evaluation Criteria

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-01151 ROOF CONSULTANT
BUDER LIBRARY

SCOPE OF WORK

The Board of Directors of the St Louis City Municipal Library District, dba St Louis Public Library, is hereby requesting your response for a specification/construction bid package, roof analysis, full time quality assurance/project management, and contract management for the length of the roof replacement project as is included in this bid packet. In conjunction with the specification/construction bid package. We also ask that you provide budget estimates for the replacement and cost data to provide full time quality assurance/project management and contract administration during the course of the replacement for this roof system

The purpose of the bid speculation package is to support our endeavor to contract for and have a roof system installed, maximizing our investment of the new roof system.

Your bid should include the Roof Consultant's basic responsibilities directed to the Pre-Design, Design, and Quality Assurance/Project Management phases

- 1) Pre-Design/Evaluation Phase: preliminary duties and recommendations
- 2) Design Bid Specification Phase: To include a Roof Project Scope of Work, Detailed Project Specifications, Consultation advisement during Project Development, Scheduling, Coordination of Construction Documents, Equipment Material and Service Verification, Bidding Schedules and pre construction/pre-bid documentation, and Contract award recommendations.
- 3) Quality Assurance phase
- 4) Fee Structure: Basic fees and Payment Schedule

EVALUATION CRITERIA

December 18, 2020

The St. Louis Public Library will select one consultant firm to negotiate a single contract for the project. Qualities that will receive consideration include:

- | | |
|---|-----|
| 1. Price | 25% |
| 2. Related project and industry experience | 10% |
| 3. References for such projects | 10% |
| 4. Approach and methodology, expertise, accessibility of the proposed Project Manager and other key personnel | 25% |
| 5. A good understanding of applicable laws or regulations regulations that relate to the project | 20% |
| 6. The ability to manage a project of this scale, including realizing timetables and quality control objectives | 10% |

The proposal must be received no later than 2:00 p.m. on Wednesday, January 6, 2021 by:

Assistant Business Manager
St. Louis Public Library
1415 Olive Street
St. Louis, MO 63103

To preserve the integrity of the selection process, questions regarding this Request for Proposal should only be directed to RMK at (314) 539-0313 or via email at rkirkland@slpl.org.

Please include a copy of your agreement that you wish the St. Louis Public Library to consider if there are any differences from the St. Louis Public Library sample agreement (Attachment H).

Attachment B

Non-Collusion

Affidavit

ATTACHMENT B

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
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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:

Attachment C

E-Verify Affidavit

ATTACHMENT C

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-01151 ROOF CONSULTANT
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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 agree to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Bidder: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Attachment D

Diversity Statement

ATTACHMENT D

**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.

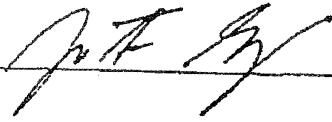
Section 6. Severability. If any section or other part of this Resolution, whether large or small, shall for any reasons be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

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

Attachment E

Proposal

Schedule

ATTACHMENT E

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-01151 ROOF CONSULTANT
BUDER LIBRARY

REQUEST FOR PROPOSAL(S) SCHEDULE

RFP Issued	12/18/20
Public Notification of RFP	12/18/20
Prebid Conference Walk Thru	01/06/21 10:00 a.m.
Questions from Proposers due to St. Louis Public Library	01/11/21 4:00 p.m.
RFP Due	01/15/21 2:00 p.m.

ATTACHMENT F

Please include Certificate of Insurance with proposal

Attachment G Proposal Acknowledgement Form

ATTACHMENT G

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
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BUDER LIBRARY

PROPOSAL ACKNOWLEDGEMENT FORM

TO: Attn: Rita Kirkland, Assistant 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

PROPOSER ACKNOWLEDGEMENT:

The undersigned acknowledges that I have received and thoroughly reviewed the Request for Proposal (RFP) dated January 6, 2021 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: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Proposer Agent (if applicable): _____

Email Address: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Attachment H

Sample

Contract

SAMPLE

CONTRACT NUMBER: 21-01151

CONTRACT

This agreement made this 16th day of December, 2020, between the **Board of Directors of the City of St. Louis Municipal Library District**, hereinafter called the "**St. Louis Public Library**", and **XX.**, herein called the "**Contractor**".

The Project: **Contractor shall provide labor, materials and equipment to perform inspection and assessment of existing roof, culminating in a written report outlining current conditions and a repair and modernization plan, if necessary, for the following locations:**

Buder Branch
4401 Hampton Ave.
St. Louis, MO 63139

Additional services may include, but are not limited to, bid document preparation, specifications, contract negotiation, project management, testing and owner's acceptance. Various services for the St. Louis Public Library's other elevators throughout the system, on an "as needed basis" may be contracted for as well.

The St. Louis Public Library and Contractor agree as follows:

1. Contract Documents

1.1 The contract documents for this contract consist of this Agreement, Attachment A, "Scope of Work" and any other Attachments attached hereto, the Invitation to Proposal and Instructions to Proposers for Proposal Project 21-01151, all drawings, specifications and addenda issued by the St. Louis Public Library prior to execution of this contract, the project schedule as may be amended from time to time, and any subsequent modifications or revisions to any of the above documents.

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

CONTRACT NUMBER: 21-01151

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 Attachment A, "Scope of Work & Pricing Page".

2.2 The Contract Work Includes:

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

3. Changes

Contractor agrees that St. Louis Public Library may add to or deduct from the amount of work covered by this agreement. Any other changes made in the amount of work, or any other parts of this agreement, shall be by written amendment hereto, setting forth in detail the changes involved. All modifications, including price adjustments, will be mutually agreed upon by both parties. Failure of the parties to agree to an adjustment may result in termination of this contract. Upon termination, the 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.

4. Termination for Cause

If the Contractor shall fail, or refuse for any cause, to complete the work 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 expense 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 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.

CONTRACT NUMBER: 21-01151

6. Contract Sum and Payments

In consideration of the complete and timely performance of all contract work, the St. Louis Public Library shall pay to the Contractor the sum of **XX, (\$XX.XX)**, subject to additions, deductions and conditions as stated herein. Contractor payment is payable upon:

All requests for payments requires the submission of an invoice, by the payee, referencing Contract No. 21-01151.

Payee: XX
Address: XX XX
XX, XX XX-XX
Phone: XX
Contact: XX XX

For payment, the Contractor must submit an itemized invoice to the St. Louis Public Library's Accounts Payable Department via USPS First Class mail at the following address:

Accounts Payable Department
St. Louis Public Library
1415 Olive Street
St. Louis, MO 63103

The St. Louis Public Library's payment terms are net 30 days.

7. Bonds

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

8. Indemnity

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless, the St. Louis Public Library, the Architect 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, damage, 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 directly or indirectly employed by it or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder.

9. Other Provisions

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither the contract subcontracted or assigned, in whole or in part, except with the prior written consent of the St. Louis Public Library.

10. Patents

Contractor agrees to pay all royalties and license fees and to indemnify and hold harmless the St. Louis Public Library from any and all loss, damage or expense, including attorney's fees and courts cost, to which they may be put from claims or litigation for the misuse of any patented or unpatented invention or process, used or furnished by Contractor, unless required by the contract documents and not originated or prepared by Contractor.

11. Equal Opportunity

11.1 The St. Louis Public Library is an equal employment opportunity employer. Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Act, Missouri Prevailing Wage Law, Contract Work Hours and Safety Standards Act, Copeland Anti-Kick Back Act and all other applicable federal, state and local laws pertaining to employment or labor relations including all equal employment opportunity laws and any small, disadvantaged and minority business enterprise requirements, in connection with the performance of its services pursuant to this agreement, and further agrees that this provision will be included in any contracts entered into by Contractor with any other person or entity for the performance of services in connection with this agreement. Contractor agrees to supply the St. Louis Public Library with any documentation requested by the St. Louis Public Library and to permit the St. Louis Public Library to review Contractor's records, reports and other documents as necessary to ascertain Contractor's compliance with the provisions of this subparagraph.

11.2 Contractor agrees to comply with applicable health and safety regulations, including those promulgated by EPA, OSHA and other federal, state and local agencies having jurisdiction over any project with respect to which Contractor is requested to provide services, in connection with the performance of its services pursuant to this agreement.

12. Inspection of Document

Contractor acknowledges that all of the contract documents are on file in the Library's office and have been made available to Contractor for inspection and copying. Contractor represents that it has carefully examined all of such contract documents or waives such examination. Contractor represents that it has satisfied itself and has become fully acquainted with the nature and location the work contracted for hereunder, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, utilities, roads, weather conditions, the conformation and condition of, the ground, the soil structure and subsurface conditions, obstructions, actual levels, excavating, filling in, the character and equipment of facilities needed preliminary to and during prosecution of the work, costs of materials and wage rates and all other matters which in any way might affect the work under this contract, or the cost thereof.

CONTRACT NUMBER: 21-01151

13. Contract Interpretation

13.1 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the contract documents, it shall be the duty of the Contractor to so notify the St. Louis Public Library in writing within three (3) working days of the Contractor's discovery thereof. Upon receipt of said notice, the St. Louis Public Library shall instruct the Contractor as to the measures to be taken and the Contractor shall comply with the St. Louis Public Library's instructions. To the extent that any inconsistencies or conflict in interpretation arise between the terms of this agreement and the contract documents, the terms of this agreement shall control and be binding on all parties hereto.

13.2 Law and Effect. This agreement shall be governed by the law of the State of Missouri.

13.3 Severability and Waiver. The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

13.4 Attorney's Fees. Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this agreement, or to collect damages for the breach of the agreement or to recover on a surety bond given by a party under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, cost, charges, and expenses expended or incurred therein.

13.5 Title. The titles given to the articles of this agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

CONTRACT NUMBER: 21-01151

14. Miscellaneous

14.1 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; no waiver shall be binding upon the St. Louis Public Library unless the same is in writing signed by the St. Louis Public Library and shall then be for the particular instance referred to in said writing only; waiver of any one breach shall not be deemed a waiver of any other breach; payment of any sum by the St. Louis Public Library to Contractor with knowledge of any breach shall not be deemed to be waiver of such breach or any other breach. The remainder of this agreement will not be voided by the invalidity of one or more of the terms of this agreement.

14.2 Contractor shall not place signs of any kind upon the project site without prior written approval of the St. Louis Public Library.

14.3 This Contractor, along with the contract documents incorporated herein, comprises the entire agreement between the parties. All prior negotiations and dealings between the parties are merged in, integrated and superseded by this contract, which is binding upon and inures to the benefit of the parties and their successors, legal representatives and assigns. Notwithstanding the foregoing, Contractor shall not assign this Contract, or sublet or subcontract all or any part of the work hereunder without the prior written consent of the St. Louis Public Library. All modifications of this Contract must be in writing and signed by the parties hereto to be valid.

14.4 Contractor agrees to cooperate with the St. Louis Public Library in the purchase of materials, equipment or other items needed by Contractor for use in connection with the performance of services pursuant to this agreement, in order to take advantage of the St. Louis Public Library's exemption from sales tax under the pertinent law.

CONTRACT NUMBER: 21-01151

14.5 Neither party shall assign any rights under this agreement without the prior written consent of the other party. Written consent must be made by:

ST. LOUIS PUBLIC LIBRARY:

St. Louis Public Library, 1415 Olive Street, St. Louis, Missouri, 63103.
Attention: William Jackson

CONTRACTOR:

XX, XX, XX, XX. XX-XX
Attention: XX XX

14.6 The following Exhibits are attached hereto and made part hereof:

Exhibit A - Scope of Work
Exhibit B - Fee Schedule
Exhibit C - Certificate of Insurance
Exhibit D - Non-Collusion Affidavit
Exhibit E - E-Verify Affidavit of Compliance
Exhibit F - Diversity Statement
Exhibit G - Proposer's Response
Exhibit H - Acknowledgement Proposal Form

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: _____
(Signature)

(Title) (Date)