

REQUEST FOR QUALIFICATIONS

RFQ NO: 21-000316

SEND RESPONSES TO:

DATE ISSUED: March 17, 2021

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
OR bids@slpl.org

PROPOSAL DUE DATE: April 15, 2021, 2:00 p.m.

ASSISTANT BUSINESS MANAGER:: Rita Kirkland

EMAIL ADDRESS: rkirkland@slpl.org

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFO 21-000316
GUARANTEED ENERGY SAVINGS

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

Name, Address, and Contact Information of Authorized Representative of Provider

Print Name: _____

Print Title: _____

Print Company
Name: _____

Print Address,
City, State, Zip: _____

Print Telephone: _____

Print Email: _____

Provider Signature: _____

Provider is: _____ individual _____ corporation _____ partnership _____ LLC

_____ Other – describe _____

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFQ 00-00000
GUARANTEED ENERGY SAVINGS

REQUEST FOR QUALIFICATION(S) SCHEDULE

RFQ Issued	03/17/21
Public Notification of RFQ	03/17/21
Questions from Providers due to St. Louis Public Library	04/08/21, 4:00 p.m.
RFQ Due	04/15/21, 2:00 p.m.

INSTRUCTIONS TO PROVIDERS

The Board of Directors of the City of St. Louis 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 RFQ 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 Response. The St. Louis Public Library reserves the right to split awards, make multiple awards and to reject all Responses.

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

Questions about the RFQ should be made in writing and directed to Rita Kirkland, Assistant Business 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 RFQ should only be directed in writing to Rita Kirkland, rkirkland@slpl.org. **Inquiries must be submitted in writing for the St. Louis Public Library review no later than April 7, 2021 by 4:00 p.m.** to allow for the St. Louis Public Library's reply prior to response submissions.

Responses must be in ink or typewritten and must be manually signed by a company official. All Response document pages should be initiated and dated by the company submitting the Response. Please provide four complete copies of your Response response for the St. Louis Public Library review. Email bids will be accepted. Responses may be emailed to: bids@slpl.org.

It is the responsibility of the Provider to deliver the Response and/or RFQ modification on or before the hour and date specified for the receipt of Responses. Responses received late will be rejected.

Responses and modifications should be submitted in sealed envelopes addressed to the attention of the **Assistant Business Manager, Rita Kirkland: rkirkland@slpl.org, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103** for a 2:00 p.m. bid opening. The RFQ number shall show on the face of the envelope.

EMAILED QUALIFICATIONS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL BID RESPONSE TO: bids@slpl.org. THE SOLICITATION NUMBER MUST BE CLEARLY STATED IN THE SUBJECT LINE.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL

LIBRARY DISTRICT DBA **ST. LOUIS PUBLIC LIBRARY RFO 21-000316** **GUARANTEED ENERGY SAVINGS**

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
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TERMS AND CONDITIONS

In addition to the RFQ requirements elsewhere in this RFQ, any Provider that may be selected to perform the services described in the RFQ and to enter into a Contract with the Library must agree to a number of general terms and conditions. If a Provider cannot agree to any of the stated general conditions, its Response must clearly state the reason for any such non-compliance.

- A. Form.** The submission of a response constitutes the agreement of any submitting Provider that any contract to be drawn as a result of an award to the Provider will be prepared by counsel for the Library and will be the controlling agreement. The Providers are allowed to submit copies of their applicable standard contract or engagement forms for information purposes.
- B. Compliance with Laws.** In performing under a Contract, the selected Provider 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.
- C. Out of State Provider.** It shall be a condition of a Contract that any out-of-state Provider that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Missouri.
- D. Prime Contractor Responsibility.** Planned use of subcontractors in connection with a Contract should be clearly explained and described in the Response. 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 Contract between the Library and the selected Provider. The Provider as prime contractor will be responsible and must take responsibility for the performance of all Services under a Contract whether or not subcontractors are used.
- E. Independent Contractor.** It is expressly understood and agreed that the selected Provider shall be an independent contractor and not an employee of the Library. A Contract 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 Contract. The Provider represents and warrants that no persons supplied by it in the performance of a Contract are employees of the Library and further agrees that no rights of the Library's retirement or personnel rules accrue to such persons. The Provider 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 Provider in the performance of the Services under a Contract and shall indemnify and hold the Library harmless with respect thereto.

- F. Indemnification. Provider 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 Provider, 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 Provider, 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 Contract ; 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 Contract .
- G. Required Insurance Coverage. Provider shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of a Contract , which policies shall protect against any loss or claim arising from or relating to a Contract , the Services and activities, or presence at the Library facilities, and any act or omission of Provider or its employees and/or agents or subcontractors in connection with the Services provided under a Contract , and shall cover the contractual indemnification liability assumed by the Provider or pursuant to a Contract .
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 Provider's activities at Central Library. Any deductible shall be at Provider'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 Provider'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 Provider on behalf of Library.

5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Provider shall be Provider's responsibility. The Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Provider.
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:

The Board of Directors of the 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 Board of Directors of the City of St. Louis Municipal Library District Library required in the Contract 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."

Provider shall deliver to the Library, prior to commencement of Services under a Contract, 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 the Contract immediately and/or deny Provider access to Library facilities. These insurance provisions are minimum requirements and shall not relieve Provider of its indemnity, defense and hold harmless obligations.

- H. E-Verify. The Provider 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 Contract. The Provider must agree to require its subcontractors who may perform work under a Contract to certify to Provider 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 Provider must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The Library may terminate a resulting Contract for default if the Provider

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 Contract, the Provider must execute the E-Verify Affidavit, which shall be an exhibit to a Contract. Such affidavit shall be in the form attached to this RFQ.

- I. Performance Uninterrupted. Provider shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Provider shall be in sole discretion of the Library.
- J. Communications. The Provider shall communicate regularly or on an agreed upon schedule with the designated Library management to provide updates regarding the Services performed. The Provider shall correct all deficiencies within forty-eight (48) hours after being notified by designated Library management.
- K. Provider 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 Contract. Provider shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to the Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Provider 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 Contract. In the performance of the Services under a Contract, Provider and its staff shall comply with the Library's Policy for Appropriate Use of the Library, as may be amended from time to time.
- L. Laws & Ordinances. Provider shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and Services under a Contract.
- M. COVID-19. Contractor understands the novel coronavirus ("COVID-19") is an extremely contagious disease, which can lead to serious illness. Contractor is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 and understands those guidelines are subject to change. Contractor agrees to comply with such guidelines, any applicable state or local laws or regulations and advisories, as in effect from time to time, including but not limited to wearing masks and social distancing. Contractor affirms that no one on the job site has experienced any of the symptoms of COVID-19 within the last 14 days. If Contractor's onsite workers exhibit any of the symptoms of COVID-19 at any time before, during or within 30 days of working in Library facilities, Contractor will immediately notify the Library. Contractor acknowledges and understands the inherent risks associated with COVID-19 and is voluntarily assuming such risks in the execution of work as designated in the contract. Contractor agrees to release and hold harmless the Library and its employees, officers, and agents from and against all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19 associated with executing any work as designated in the contract.
- N. Timing. The successful Provider must be ready to begin services no later than thirty (30) days after date of contract execution.

- O. Compliance with Laws. The selected Provider 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 Provider'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 RFQ 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 Responses and to waive any irregularity or informality with respect to any Response. The Library reserves the right to split awards, make multiple awards and to reject all Responses.
2. Discussions may be conducted with responsible Providers who submit responses determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the RFQ requirements. Providers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Responses 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 Providers or of any information derived from Responses submitted by competing Providers
3. Subject to the terms of this RFQ, an award will be made by the Library to the responsible Provider whose Response is determined in writing to be the most advantageous to the Library, taking into consideration the evaluation factors set forth in the RFQ. No other factors or criteria shall be used in the evaluation.
4. The selected Provider shall enter into a Contract consistent with this RFQ.

REQUEST FOR QUALIFICATIONS

GUARANTEED ENERGY SAVINGS CONTRACT

BACKGROUND

The St. Louis Public Library (referred to throughout this document as "Library "), is requesting Qualified Providers to propose Facility Modernizations and Energy Conservation Measures (FM/ECMs) through a Guaranteed Energy Savings Contract or similar contract with a focus on reducing utility expenses and related system maintenance costs. These proposals may include, but not be limited to, the following items: (a) the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of Facility Modernizations and Energy Conservation Measures; (b) the evaluation and recommendation of Facility Modernizations and Energy Conservation Measures; (c) the implementation of one or more Facility Modernization and Energy Conservation Measures; and (d) the implementation of project monitoring and data collection to verify post-installation energy consumption and energy related operating costs. This Request for Qualifications and Proposals ("RFQ") is issued pursuant to Mo. Rev. Stat. §8.231.

SERVICES REQUESTED

St. Louis Public Library wants to evaluate potential upgrades to the Library facilities located in St. Louis, MO. The Library intends to upgrade outdated and obsolete building equipment and perform property improvements through the program, dependent on the savings identified, and financing. The Library anticipates a reduction in annual utility costs through the implementation of this energy conservation program. The Energy Services Company (ESCO) would be expected to provide a written first party guarantee of all utility cost reductions and assist with financing for the project if needed.

The Library reserves the right to implement the project in separate phases. The initial project location is planned to begin Summer 2021 at Julia Davis Library located at 4415 Natural Bridge Ave., St. Louis, MO 63115. The Library intends to pursue Facility Modernizations and Energy Conservation Measures at subsequent locations as funding is made available. Each location would serve as its own project with a separate scope of work under the context of this agreement. The final scope of each location project shall be determined by the Library.

The contract life of the Energy Savings Program cannot exceed fifteen (15) years. **This contract is expected to be active for the duration of the Energy Savings Programs; however additional project locations may be added over the life of this agreement not to exceed five [5] years.**

The Library will only consider proposals from respondents with demonstrated expertise with similar type projects with Municipal, State or Educational facilities.

Qualified Respondents should ensure that any recommended or proposed solutions conform to the following minimum requirements of the Library:

- All systems must be in full compliance with all applicable codes. All materials and installation must be of high quality as determined by the Library. All workmanship must be performed in a high-quality manner. Any proposed temperature controls must be of the open protocol type with an open communication format and fully accessible and programmable from any internet connected PC.
- Final costs shall include all anticipated costs including, but not limited to, engineering, all installation costs including provisions for prevailing wage, all warranty service costs, cost of energy verification audits and any hazardous waste disposal.

DEFINITIONS

For purposes of this section, the following terms shall mean:

- (1) **“Energy cost savings measure”**, a training program or facility alteration designed to reduce energy consumption or operating costs.
- (2) **“Governmental unit”**, a state government agency, department, institution, college, university, technical school, legislative body or other establishment or official of the executive, judicial or legislative branches of this state authorized by law to enter into contracts, including all local political subdivisions such as counties, municipalities, public school districts or public service or special purpose districts.
- (3) **“Guaranteed energy cost savings contract”**, a contract for the implementation of one or more such measures. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and the energy cost savings are guaranteed to the extent necessary to make payments for the systems. Guaranteed energy cost savings contracts shall be considered public works contracts to the extent that they provide for capital improvements to existing facilities.
- (4) **“Operational savings”**, expenses eliminated and future replacement expenditures avoided as a result of new equipment installed or services performed.
- (5) **“Qualified provider”**, a person or business experienced in the design, implementation and installation of energy cost savings measures.
- (6) **“Request for Qualifications” or “RFQ”**, a negotiated procurement.

DESCRIPTION OF THE PROCUREMENT PROCESS

1. **SUBMISSION OF PROPOSALS:** All proposals responding to this RFQ must be sent with four copies and must be received by the date and time set forth above to the address listed above. **NO EXTENSIONS WILL BE GRANTED.** The Library will review and evaluate written proposals in response to this RFQ in accordance with the evaluation criteria set forth herein. The Library may choose to interview selected Qualified Providers.
2. **ORAL INTERVIEW** – If the Library decides to have interviews, each of the selected Qualified Providers that participates in the oral interview will discuss in detail how their Company and approach will achieve the Library's goals and satisfies the evaluation criteria identified in this RFQ.
3. **SELECTION OF QUALIFIED PROVIDER** - The selection of a Qualified Provider shall be based solely on the Library's evaluation of information a Qualified Provider sets forth in its written proposal and the optional oral interview subject to the evaluation criteria in this RFQ. The Library shall, in its sole and absolute discretion, select the Qualified Provider that best meets the needs of the Library. The Library reserves the right to reject and/or accept any proposals and will not be obligated to reimburse the Qualified Providers for any cost associated with the preparation of the proposals responsive to this RFQ.
4. **LETTER OF INTENT** - A Letter of Intent (LOI) will be issued by the Library to the selected Qualified Provider upon the selection of a winning proposal by Library Commission. If necessary, the Library will work with the selected Qualified Provider to solidify any outlying aspects of the project which the Library determines will best meet the needs of the Library and the community.
5. **EXECUTION OF GUARANTEED ENERGY SAVINGS CONTRACT AND FINANCING DOCUMENTS** – Upon selection and approval of the winning provider by the Library Commission the Commission will negotiate and execute a Guaranteed Energy Savings Contract with the selected Qualified Provider.

PROPOSAL CONTENT & FORMAT

Proposals are expected to be submitted in the format outlined in this section. The Library reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein. The Library reserves the right to reject any and all proposals and to be the sole judge of the value and merit of the proposals offered. The Library will base its qualified provider selection on the following criteria:

A. BUSINESS PROFILE

1. Provide general information on your firm including corporate name, corporate mailing address and contact information for two principals or officers of the firm. Include any information on your parent company which you may deem as important.
2. It is required your firm be an accredited ESCO by the National Association of Energy Service Companies (NAESCO). Please provide a copy of Accreditation. Include any evidence of affiliation with either the EPA or DOE.
3. Provide the number of years the business has been performing this service.
4. Bonding - Provide evidence of your firm's financial capability by showing the ability to provide a performance and payment bond for the installation of the proposed project. Bond shall protect the Library Government for the installation cost of the project. The evidence shall be a letter from the bonding agent that the company normally works with and shall include a description of the current surety for the company.
5. Insurance- Indicate the level of insurance which you propose to provide for this project. Provide a listing of all coverage types and amounts including a specific statement regarding workers compensation and coverage.
6. Manufacturer Disclosure - Explain whether your company, parent company or any division thereof manufactures or maintains contractual agreements to sell or otherwise represent specific brands of facility systems or equipment.

B. PERSONNEL QUALIFICATIONS

1. Provide general information on the office or branch office(s) which would be servicing the Library including name, mailing address and contact information for main point of contacts. Special consideration will be given to local firms.
2. Provide a list of Guaranteed Energy Savings Contracts completed by your Company, for 10 performance contracts from different customers, during the past 5 years. Each reference shall, at a minimum, include the scope and size of each project, project cost, guaranteed savings, and the name and telephone number of a contact person. Each reference shall, at a minimum, include the scope and size of each project, project cost, guaranteed savings, and the name and telephone number of a contact person. Please provide references of similar facilities/systems to St. Louis Public Library. Show experience with projects completed while buildings are occupied.
3. Include a brief description and/or resume for each team member that you anticipate would be actively involved in the proposed project.
4. Does your firm include full time employees who are LEED Accredited Professional(s) and Professional Engineer(s) licensed in the State of Missouri?
5. Provide the amount of grants and/or rebates that your Company has applied for and received for your customers during the past five (5) years. Explain your approach to maximizing such funding sources.

C. PROJECT MANAGEMENT PLAN

1. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, etc.) that would be offered for this project.
2. Describe the methodology proposed for ongoing monitoring and savings verification of project performance. Specifically, state whether your company would adhere to the International Performance Measurement and Verification Protocol (IPMVP).
3. Describe any specialized area of expertise or unique local capabilities your firm might have which would be relevant to a project at the Library.

D. SITE SPECIFIC APPROACH AND IMPLEMENTATION PLAN

1. Describe typical or expected energy conservation measures (ECMs) which your firm may recommend as part of an energy performance contract at the Library.
2. Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.
3. Describe your approach to the development and management of the project including flexibility and/or limitations regarding possible owner integration of other identified capital needs within ESCO projects that may or may not contain self-funding cost savings opportunities.
4. Provide a statement that all work performed under the contract shall be in accordance with all applicable federal, state, and municipal laws and regulations legally enacted as of the date the work commences, and all Library quality requirements listed herein.

EVALUATION PROCESS

Each qualified submittal will be reviewed and analyzed by the Library. The Library will evaluate each submission against the guidelines set forth in this RFQ. The Library reserves the right to determine, in its sole and absolute discretion, the most qualified response to this RFQ.

Scoring

- A. Business Profile: 20%
- B. Personnel Qualifications: 20%
- C. Project Management Plan: 30%
- D. Site Specific Approach and Implementation Plan: 30%

The Library is not liable for any cost incurred by the respondent in preparing or submitting a proposal, or in preparing the contract or for any finder's fee.

EXHIBIT A

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFQ 21-000316
GUARANTEED ENERGY SAVINGS

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 proposal by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and that this response is made without reference to any other response and without any agreement, understanding or combination with any other person in reference to such response.

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 response.

Provider: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

EXHIBIT B

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFQ 21-000316
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E-VERIFY AFFIDAVIT

Pursuant to Section 285.530 of the Missouri Revised Statutes, as amended, the Provider 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 Provider 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 Provider, being first duly sworn, deposes and states that the Provider 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 Provider will enroll in and agree to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Provider: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

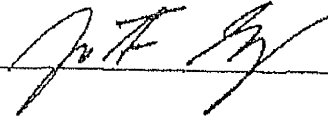
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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

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

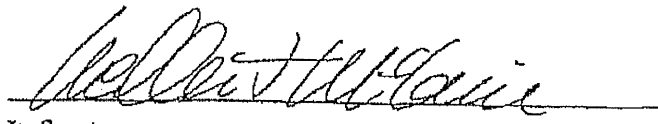
BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC
LIBRARY

Its President



[SEAL]

ATTEST:



Its Secretary

SAMPLE

CONTRACT NUMBER:21-000316

CONTRACT

This agreement made _____ 2021, between the **Board of Directors of the City of St Louis Municipal Library District**, located at 1415 Olive Street, St Louis, MO, 63103-2389, hereinafter called the "**St Louis Public Library**", and _____, located at, hereinafter called the "**Consultant**".

The Project: **Consultant shall provide labor, materials and equipment to propose Facility Modernizations and Energy Conservation Measures (FM/ECMs) through a Guaranteed Energy Savings Contract or similar contract with a focus on reducing utility expenses and related system maintenance costs. The initial project location is:**

**Julia Davis Library
4415 Natural Bridge Ave.
St. Louis, MO 63115**

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 Consultant 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 Request for Qualification #00-00000, 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.

2. Scope of Work

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

2.2 The Contract Work Includes:

- (a) That is shown on any of the contract documents.
- (b) All things reasonably implied or customarily provided in the Consultant's line of work or necessary to complete such work for approval under the contract documents.
- (c) Consultant 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

Consultant 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 Consultant 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 Consultant 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 Consultant violate any of the conditions of this contract, the St. Louis Public Library shall have the right to annul or cancel the agreement. Notice of such cancellation and the date thereof shall be given in writing to the contractor and the agreement shall be terminated at such date. Reasonable allowances shall be made by the St. Louis Public Library for expenses incurred and services performed by the Consultant 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. Consultant will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the cancelled portion of the contract.

6. Contract Sum and Payments

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

All requests for payments requires the submission of an invoice, by the payee, referencing Contract No.21-000316.

Payee:

Address:

Phone:

Contact:

Email:

For payment, the Consultant 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 Consultant 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 Consultant'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, Consultant 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 Consultant'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 Consultant 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. COVID-19.

Consultant understands the novel coronavirus ("COVID-19") is an extremely contagious disease, which can lead to serious illness. Consultant is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 and understands those guidelines are subject to change. Consultant agrees to comply with such guidelines, any applicable state or local laws or regulations and advisories, as in effect from time to time, including but not limited to wearing masks and social distancing. Consultant affirms that no one on the job site has experienced any of the symptoms of COVID-19 within the last 14 days. If Consultant's onsite workers exhibit any of the symptoms of COVID-19 at any time before, during or within 30 days of working in Library facilities, Consultant will immediately notify the Library. Consultant acknowledges and understands the inherent risks associated with COVID-19 and is voluntarily assuming such risks in the execution of work as designated in the contract. Consultant agrees to release and hold harmless the Library and its employees, officers, and agents from and against all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19 associated with executing any work as designated in the contract.

10. 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.

11. Patents

Consultant 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 Consultant, unless required by the contract documents and not originated or prepared by Consultant.

12. Equal Opportunity

12.1 The St. Louis Public Library is an equal employment opportunity employer. Consultant 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-KickBack 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 Consultant with any other person or entity for the performance of services in connection with this agreement. Consultant 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 Consultant's records, reports and other documents as necessary to ascertain Consultant's compliance with the provisions of this subparagraph.

12.2 Consultant 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 Consultant is requested to provide services, in connection with the performance of its services pursuant to this agreement.

13. Inspection of Document

Consultant acknowledges that all of the contract documents are on file in the Library's office and have been made available to Consultant for inspection and copying. Consultant represents that it has carefully examined all of such contract documents or waives such examination. Consultant 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.

14. Contract Interpretation

14.1 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the contract documents, it shall be the duty of the Consultant to notify the St. Louis Public Library in writing within three (3) working days of the Consultant's discovery thereof. Upon receipt of said notice, the St. Louis Public Library shall instruct the Consultant as to the measures to be taken and the Consultant 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.

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

14.3 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.

14.4 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.

14.5 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.

EXHIBIT D

CONTRACT NUMBER:21-000316

15. Miscellaneous

15.1 Failure by the St. Louis Public Library in any instance to insist upon observance or performance by Consultant 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 Consultant 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.

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

15.3 This Consultant, 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 inure to the benefit of the parties and their successors, legal representatives and assigns. Notwithstanding the foregoing, the Consultant 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.

15.4 Consultant agrees to cooperate with the St. Louis Public Library in the purchase of materials, equipment or other items needed by Consultant 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.

15.5 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, 63103-2389.
Attention: William Jackson

EXHIBIT D

CONTRACT NUMBER: 21-000316

CONTRACTOR:

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

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:

CONSULTANT::

By: _____
(Signature)

(Title) (Date)

JULIA DAVIS LIBRARY
PARKING LOT PLAN

NATURAL BRIDGE

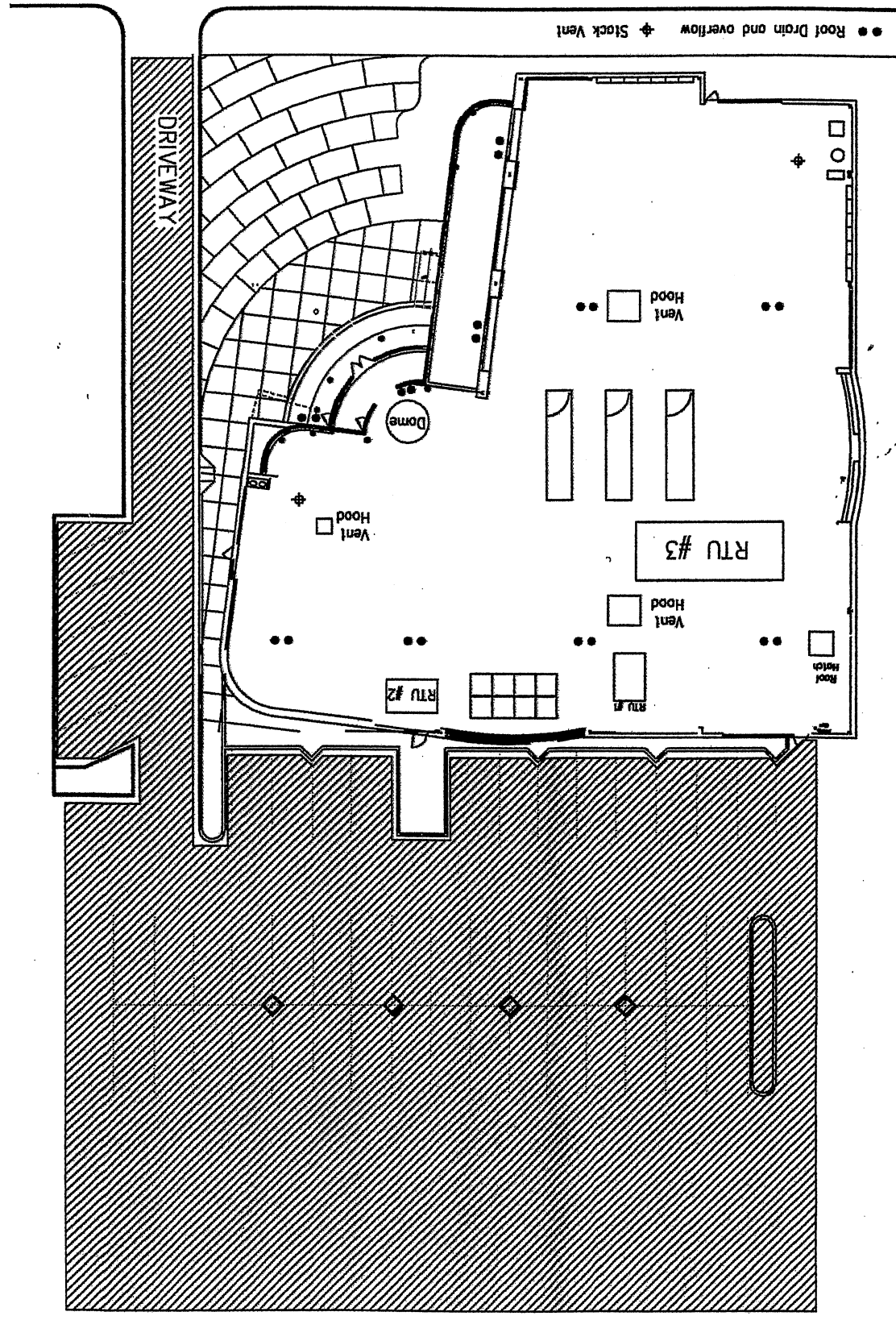
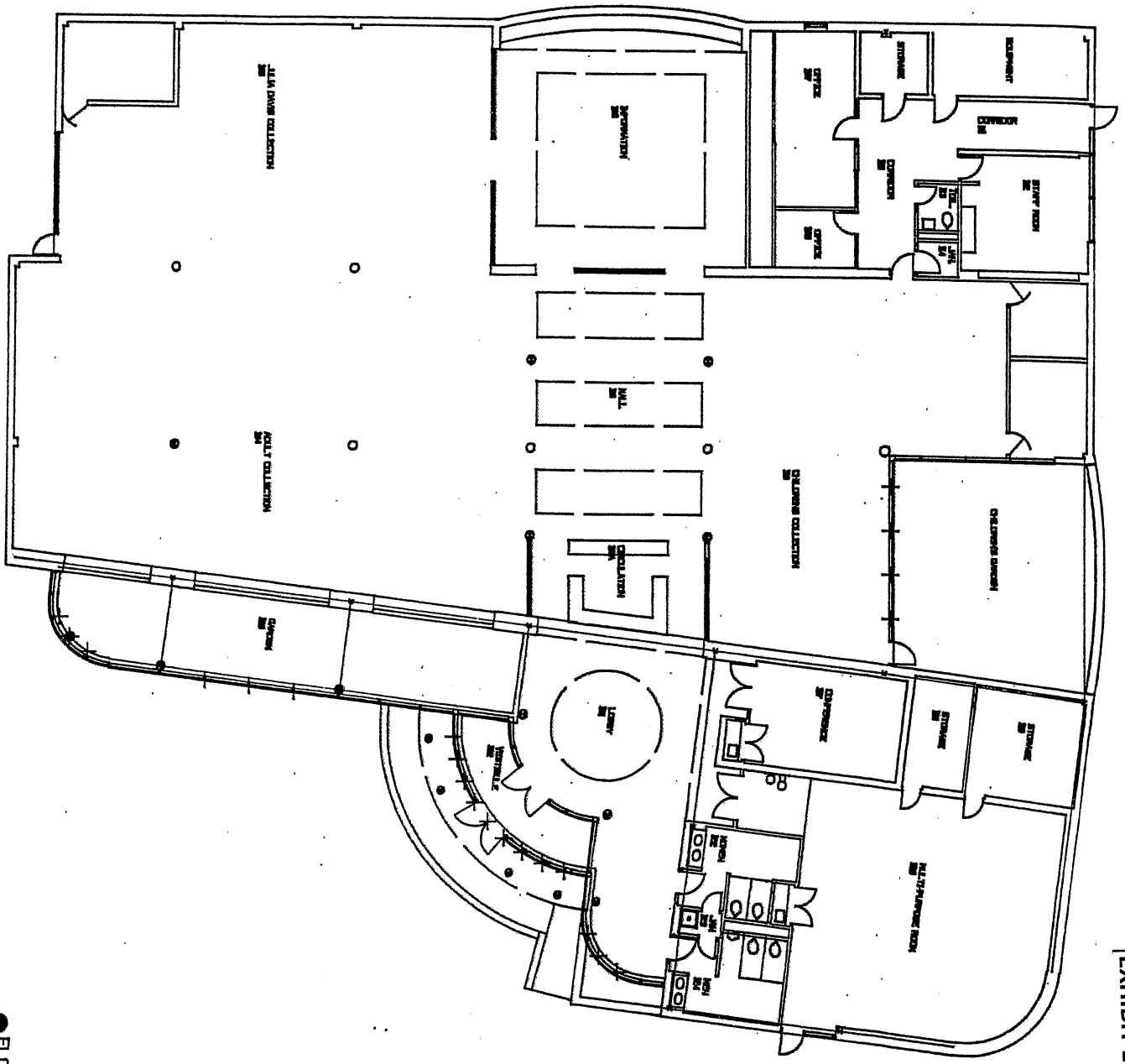


EXHIBIT E



FLOOR PLAN - J. LEE DAVIS BRANCH LIBRARY
SCALE 1/8" = 1'-0"
SAINT LOUIS PUBLIC LIBRARY