REQUEST FOR BIDS

RFB	NO:
ILL	110.

21-002237

SEND BIDS TO:

DATE ISSUED:

April 13, 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

BID DUE DATE:

April 27, 2021 by 2:00 p.m.

ASSISTANT BUSINESS MANAGER: Rita Kirkland

EMAIL ADDRESS: rkirkland@slpl.org

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL **DISTRICT DBA** ST. LOUIS PUBLIC RFB 21-002237 PLANT AND GARDEN MAINTENANCE

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

Name, Address, and Contact Information of Authori	zed Representative of Bidder	
Print Name:		
Print Title:		
Print Company Name:		
Print Address, City, State, Zip:		
Print Telephone:		
Print Email:		
Bidder Signature:		
Bidder is: individualcorporation	partnershipLLC	
Other – describe		

REQUEST FOR BIDS (S) SCHEDULE

RFB Issued	04/13/21
Public Notification of RFB	04/13/21
Questions from Bidders due to St. Louis Public Library	04/20/21 4:00 p.m.
RFB Due	04/27/21 2:00 p.m.

INSTRUCTIONS TO BIDDERS

The St. Louis Public Library, a municipal library district, is a political subdivision of the State of Missouri, and a body corporate with all the powers and rights of like or similar corporations.

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

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

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

Questions about the RFB should be made in writing and directed to Don Gillum, Purchasing Manager, at 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 RFB should only be directed in writing to Mr. Gillum, rkirkland@slpl.org. <u>Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Tuesday, April 20, 2021, by 4:00 p.m.</u>, to allow for the St. Louis Public Library's reply prior to Bid submissions.

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

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

Bids and modifications should be submitted in sealed envelopes addressed to the attention of the **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 04/27/21. EMAIL BIDS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL BID RESPONSE TO: rkirkland@slpl.org. The Bid RFB number shall show on the face of the envelope:

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL

DISTRICT DBA

ST. LOUIS PUBLIC RFB 21-002237 PLANT AND GARDEN MAINTENCE

BIDS DUE 4/27/21 by 2:00 p.m.

REQUEST FOR BID

April 13, 2021

1. INTRODUCTION

The St. Louis Public Library requests bids from qualified Bidders Plant and Garden Maintenance.

Bids must be received no later than 2:00 p.m., April 27, 2021 by:

Rita Kirkland, 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 63103-2389

Electronic submissions will be accepted.

Questions and clarification inquiries about this RFB must be received prior to 4:00 p.m., Tuesday, April 20, 2021. To preserve the integrity of the selection process, questions regarding this RFB should only be directed in writing to Ms. Kirkland: rkirkland@slpl.org

The RFB number must be the subject in the subject line.

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

The selected Bidder shall enter into a vendor agreement with the St. Louis Public Library for the goods and services consistent with the terms of this RFB, and with the general provisions contained in this RFB. The email address is: bids@slpl.org.

SCOPE OF WORK

To provide services necessary for plant and garden maintenance at the following location(s):

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

The Contractor shall provide plant and garden maintenance for the St. Louis Public Library according to the provisions and requirements stated herein.

Contractor shall provide plant and garden maintenance for the **interior** garden at the Julia Davis Branch (**See Attachment A**) on a year-round basis.

Contractor shall provide all service necessary to maintain the health and appearance of the plants, including watering, fertilizing, pruning, trimming, insect and disease control, cleaning and dusting. If a plant becomes thin, weak, overgrown or otherwise unattractive, it will be replaced with same or similar plant type of the original size plant, at no extra charge. Contractor to furnish labor, material, tools, equipment and transportation necessary for accomplishing this scope of work.

- Rotation of plants rotate plants as necessary, relative to any predominant light source, in order to maintain attractive shape. All plants must retain an upright position without stakes.
- Checking soil levels maintain proper growing medium nutrient levels and add new soil as necessary. Auger older trees as needed to retain active root development.
- Watering inspect soil moisture levels and replenish as necessary to meet requirements of plants.
- Pest & disease control- Inspect for soil and foliar insect pests, diseases and other such infestations. Take action and treat before there is any sign of damage.
- Records maintain a plant inventory sheet with plant types and quantities.

The Library agrees to accept responsibility for damage caused by temperature extremes, lowering of light levels below those originally accepted, catastrophes, accidental or malicious damage, and well-meaning care by employees.

PROPOSED METHOD OF PERFORMANCE

Contractor shall submit, with Bid, a written narrative describing the method and/or manner in which the Contractor will provide the service required by this specification at each location including the frequency of when maintenance shall occur (i.e. weekly, bi-weekly, or monthly).

Bidders are to include as a requirement of this Bid an assessment of all plant material if any needs to be replaced

and the cost of the replacement materials. The Library would prefer to replace any damaged or dead plants with the exact species. Alternate replacement plants should be listed as such and product information should include all care instructions.

GENERAL

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

All plant measurements shall be in accordance with the American Standard for Nursery Stock, latest edition as published by the American Association of Nurserymen. All plant names shall be as published by the American Joint Committee on Horticulture Nomenclature in the publication entitled, <u>Standard Plant Names</u>.

PLANT MATERIAL: All replacement plants shall be nursery grown and shall be hardy under climatic conditions similar to those in the locality of the project. All plants shall be typical of their species or variety and shall have a normal habit of growth. Plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. Plants shall be free of diseases and insect pests, eggs or larvae and have healthy, well developed root systems. Plants that are weak or which have been cut back from larger sizes to meet specifications will be rejected.

WATER: Water shall be clean, fresh and potable.

PEST, INSECT AND WEED CONTROL

Contractor shall take normal precautions and institute proper procedures for the control of weeds, insects, pests or diseases and shall be responsible for all damages resulting from improper procedures. Contractor shall maintain all planting beds and grass free areas around tress in a neat, orderly weed free condition. Bidders shall submit a list of proposed chemicals to the Library as a requirement of this solicitation.

PRUNING

Contractor shall prune all shrubs and ground cover in an acceptable and methodical manner, i.e., selective pruning in keeping with good horticultural practices.

STORAGE

Contractor is to provide for all storage at off-site locations, delivering to site only sufficient equipment and materials to complete daily tasks.

WASTE DISPOSAL

Contractor is responsible for the removal and disposal of all waste handled and/or generated. The Library is not required to supply an area or facilities for storage or removal of Contractor's debris and waste.

All trash and debris shall be disposed of in compliance with Federal, State and local regulations. The Contractor is solely responsible for any disposal fees. Any debris or waste shall not be placed or dumped on private or public property without the written permission of the owner or Property Management Service.

The Contractor will notify the Library Representative of any badly stressed or damaged plant material immediately.

Plant material replacement by the Contractor must be approved by the Library Representative prior to replacement. Liability for replacement will be determined at that time. The Library will ascertain whether treatment or removal and replacement is required. Contractor shall immediately notify the Library Representative of any disease or pest infestation that may result in the destruction of plant material. In the event the disease or infestation resulted from improper maintenance, Contractor will be responsible for all plant material and labor costs required to restore the plan materials and area to its original condition.

EXPERTISE OF CONTRACTOR'S PERSONNEL

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

SAFETY/ENVIORNMENTAL CONSIDERATIONS

Prior to the start of work, a list of all chemicals/herbicides shall be submitted to the manager of Public Safety. Contractor shall also provide "Material Safety Data Sheets" for all materials required on the list.

All containers holding chemical/herbicides shall be properly labeled and in compliance with all applicable laws and regulations. No hazardous materials may be stored on the premises of the St. Louis Public Library.

All work under this contract will be performed in a safe and hazard free manner.

The Contractor must be in compliance with the Missouri Revised Statutes P.S. MO281, Pesticides Act of 1974, and any provision thereto, as well as all local, state and federal laws and regulations regarding such work.

EXPERIENCE AND RELIABILITY

Bidder shall submit with Bid information which documents successful and reliable experience similar in size and scope of the work described herein. Such information shall include a minimum of three (3) references, giving the name of the organization, address, telephone number, and name of the contact person.

The Library may make other investigations as are deemed necessary to determine the capability of Bidder to furnish the necessary services described herein. The Library reserves the right to reject any Bid, if the investigation of a Bidder fails to satisfy the Library that the Bidder is qualified to carry out the obligations of the Contract.

FAILURE OF A BIDDER TO POSSESS THE MINIMUM EXPERIENCE AND TO SUBMIT THE ABOVE REFERENCED INFORMATION MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.

QUALITY CONTROL

The bidder shall be responsible for maintaining quality control during maintenance process. Preliminary approval by the Library does not relieve the bidder of his/her responsibility to ascertain that control is maintained during maintenance process. The Library reserves the right to reject any work that does not meet acceptable standards of quality.

INSURANCE/INDEMNITY

The Contractor must maintain the following types of insurance with the minimum of the listed coverage amounts:

Bodily Injury

Property Damage

Each Person: Each Accident: 800,000.00

\$100,000.00

Each Accident: \$ 100,000.00 Aggregate:

800,000.00

Worker's Compensation

Statutory

The Contractor shall indemnify and hold harmless the St. Louis Public Library from and against any claim. damage, losses, liabilities, reasonable costs and expenses whatsoever which the St. Louis Public Library may suffer as a result of this contract.

SITE INSPECTION

Bidders are encouraged to visit the sites and familiarize themselves with any conditions which may affect performance and bid prices. Bidders shall be responsible for the correctness of same.

No extra charge or compensation will be allowed for any errors, miscalculations, or because of failure on the part of the Contractor to investigate or inspect the site.

Submission of a bid will be prima facie evidence that the Bidder did, in fact, conduct a site inspection and is aware of all conditions affecting performance and bid prices.

Any questions or concerns regarding this solicitation and the arrangements for a site visit should be directed to Mr. Donald Gillum, Purchasing Manager, at (314) 539-0312.

SUBCONTRACTING

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither the Contract nor the obligations or services to be performed thereunder shall be subcontracted or assigned, in whole or in part, except with the prior written consent of the Library.

TERMS OF CONTRACT

The contract shall not bind the St. Louis Public Library for any contractual commitment in excess of the original contract period. The Library shall have the right, at its sole option, to renew the contract for two (2) one-year periods, or a portion thereof. In the event that the Library exercises its option to renew, all terms, conditions and provisions of the original contract shall not be increased in excess of the maximum percentages of increases as stated on the pricing page of the successful bidder's bid. If the pricing page does not include such percentages or if applicable spaces are left blank, prices will be the same as during the original contract.

CONTRACT TERMINATION

Service may be terminated by either party by giving thirty (30) days written notice. If the Contractor fails to render proper services and meet the standards and specifications set forth by the Library, Contractor will be given written notice and if vendor fails to correct such services or conditions within ten (10) days, the Library reserves the right to cancel service immediately.

OTHER PROVISIONS

The Contractor must conform to any local, state, and federal equal opportunity laws and regulations.

Contractor is solely responsible for compliance with all federal citizenship requirements as set forth by the Federal Department of Immigration and Naturalization.

The Branch Manager and Property Manager, or his or her designated representative, shall accept and acknowledge receipt of individual service tickets for said service visits and shall submit signed service tickets to the Department of Finance - Accounts Payable.

The Contractor shall submit monthly invoices detailing date of each service visit, location, service ticket number, description of service provided, and contracted location service price with total invoice amount listed, to the Department of Finance - Accounts Payable.

Bidders are strongly urged to carefully read all terms and conditions and to visit all locations prior to submission of bid.

Bidders must provide a firm, fixed price for all requirements set forth in this bid.

INVOICING

Contractor shall submit itemized invoices detailing services performed with "Total Billing Price" listed to the Department of Finance-Accounts Payable. The Library payment terms are Net 30.

Plant Inventory at the Julia Davis Branch

- (2) Philodendron selloum now equal to 21" to 25" size nursery pots in plastic pots (broken)
- (30) approximately- Liriope clumps 2' tall X 30" wide not available
- (2) 17" 21" Philodendron Congo Rojo
- (2) 14" Philodendron Congo Rojo
- (1) 14" Sago palm 2' X 3'
- (1) Sago palm 8' wide X 5' tall pot size unknown not replaceable
- (3) Phoenix roebellini doubles pot size unknown 13' to 14' tall
- (1) Podocarpus pot size unknown 13' to 14' tall X 9' diameter not replaceable

NOTES:

New soilless mix needs to be added. What is on site now is a type of soilless mix – it is not soil Plants receive regular upkeep treatments to deter pests and they are bug free as of now Plants are healthy and well shaped

Adding more plants so that less soil would show would be attractive

The large selloums have very large root balls and require new planters – they need to be substantial in size... at least 24"-30" in diameter...so that additional soilless mix can be added.

PRICING PAGE

The Bidder must state firm, fixed prices for providing plant and garden maintenance services to each of the locations listed below in accordance with the provisions and requirements stated herein.

LOCA	ATION	MONTHLY COST OTY	IOTAL COST
4415 N	Davis Branch Library Natural Bridge Ave. uis, MO 63115	\$X 12	\$
		TOTAL	\$
1.	Cost of plant replaceme	nt (If Necessary)	\$
2.	Start Up Time:		
3.	The bidder should state renewal period.	below, percentage of maximum	n increase, if any, applicable to each
	1st Renewal Period max 2nd Renewal Period max	***************************************	

NON-COLLUSION AFFIDAVIT

The undersigned being duly sworn on oath, says that the undersigned has not, nor has any other person, member, representative, or agent of the firm, company or corporation or partnership represented by the undersigned, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bid.

Further, the undersigned says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such Bid.

Bidder:			
By (Written Signature):	•		
Printed Name:			
Title:			

E-VERIFY AFFIDAVIT

Pursuant to Section 285.530 of the Missouri Revised Statutes, as amended, the Bidder entering into a contract with the St. Louis Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Bidder is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exists.

The undersigned, on behalf of the Bidder, being first duly sworn, deposes and states that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the St. Louis Public Library, the undersigned Bidder will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

ATTACHMENT E - DIVERSITY STATEMENT

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

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

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

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

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

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

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

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

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

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

- Section 1. <u>Findings</u>. The Board of Directors of the St. Louis Public Library hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.
- Section 2. <u>Diversity Statement</u>. The Board of Directors of the Library hereby directs the officers and agents of the Library for the authorized Library purposes set forth in the preambles hereof and subject to the conditions hereinafter provided to develop and implement policies which encourage persons with diverse ethnic, religious, socioeconomic and cultural backgrounds in the City to contract with or become employed by the Library.
- Section 3. Administration. The officers and agents of the Library are authorized and directed to (i) encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the Library; (ii) educate through seminars and workshops persons from diverse backgrounds of the opportunity to contact with or become employees of the Library; (iii) assist persons from diverse backgrounds to contact with or become employees of the Library; (iv) adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the Library; (v) encourage partnering by persons from diverse backgrounds to contract with the Library; (vi) utilize alternative programs to facilitate participation; (vii) provide flexible provisions to account for special circumstances; (viii) maximize opportunities for persons to demonstrate any social, socioeconomic or other factors that would promote the Library's best interests; and (ix) adopt measures to minimize the impact of this policy on the rights of third parties.
- Section 4. Actions of Officers Authorized. The officers of the Board, including the President, Vice President and Secretary of the Board and the Executive Director, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in any agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.
- Section 5. <u>Annual Review</u>. The officers of the Board are authorized and directed to report upon the administration of the Diversity Statement at the Board's regular meeting in September of each year.
- Section 6. <u>Severability</u>. If any section or other part of this Resolution, whether large or small, shall for any reasons be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

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

Section 8. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

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

BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC LIBRARY

Its President

[SEAL]

ATTEST:

Its Secretary