

REQUEST FOR PROPOSALS

RFP NO: 21-002417

SEND PROPOSALS TO:

DATE ISSUED: June 18, 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
Proposals@slpl.org

PREPROPOSAL CONFERENCE DATE: June 21, 2021 - 1:00 p.m.

PROPOSAL DUE DATE: July 2, 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 LIBRARY RFP 21-002417 WASTE REMOVAL SERVICES**

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 _____

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-002417 WASTE REMOVAL SERVICES

REQUEST FOR PROPOSAL SCHEDULE

RFP Issued	06/18/21
Public Notification of RFP	06/18/21
Pre-proposal Conference	06/21/21 1:00 p.m.
Questions from Proposers due to St. Louis Public Library	06/25/21 4:00 p.m.
RFP Due	07/02/21 2:00 p.m.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-002417 WASTE REMOVAL SERVICES

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.

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 Proposal(s) are, in the opinion of the St. Louis Public Library, of equal substance and function. Substitute items may be rejected at the discretion of the St. Louis Public Library.

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

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

Questions about the RFP should be made in writing and directed to 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 RFP should only be directed in writing to Rita Kirkland, rkirkland@slpl.org. **Proposal inquiries must be submitted in writing for the St. Louis Public Library review no later than Friday, June 25, 2021, by 4:00 p.m.,** to allow for the St. Louis Public Library's reply prior to Proposal submissions.

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

It is the responsibility of the Proposer to deliver the Proposal and/or RFP modification on or before the hour and date specified for the receipt of Proposals. Proposals received late will be rejected.

Proposals and modifications should be submitted in sealed envelopes addressed to the attention of the **Assistant Business Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103** for a 2:00 p.m. Proposal opening at that location on 07/02/21. **EMAIL PROPOSALS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL PROPOSAL RESPONSE TO: bids@slpl.org.** The Proposal RFP number shall show in the subject line of the email.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-002417 WASTE REMOVAL SERVICES

PROPOSALS DUE 07/02/21 by 2:00 p.m.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY WASTE REMOVAL SERVICES

REQUEST FOR PROPOSAL

June 18, 2021

1. INTRODUCTION

The St. Louis Public Library requests Proposals from qualified Proposers for waste removal services.

Proposals must be received no later than 2:00 p.m., July 2, 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. The email address is: bids@slpl.org.

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

Questions and clarification inquiries about this RFP must be received prior to 4:00 p.m., Friday, June 25, 2021. To preserve the integrity of the selection process, questions regarding this RFP should only be directed in writing to Ms. Kirkland: rkirkland@slpl.org

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

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

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-002417 WASTE REMOVAL SERVICES

TERMS AND CONDITIONS

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 St. Louis Public Library and will be the controlling agreement. The Proposers are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes.
- 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 St. Louis Public 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 St. Louis Public Library, and any approved subcontractor shall agree to be bound by and subject to all terms and conditions of a Vendor Agreement between the St. Louis Public Library and the selected Proposer. The Proposer as prime contractor will be responsible and must take responsibility for the performance of all Services under a Vendor Agreement whether or not subcontractors are used.
- F. **Independent Contractor.** It is expressly understood and agreed that the selected Proposer shall be an independent contractor and not an employee of the St. Louis Public 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 St. Louis Public Library and further agrees that no rights of the St. Louis Public Library's retirement or personnel rules accrue to such persons. The Proposer shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and insurance, unemployment compensation, other benefits and taxes and premiums, appurtenant thereto concerning all employees and personnel provided by Proposer in the performance of the Services under a Vendor Agreement and shall indemnify and hold the St. Louis Public Library harmless with respect thereto.
- G. **Indemnification.** Proposer shall defend, indemnify and hold harmless the St. Louis Public 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 because 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 St. Louis Public 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 St. Louis Public Library.
5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Proposer shall be Proposer's responsibility. The St. Louis Public Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Proposer.
6. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections I. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.

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

City of St. Louis Municipal Library District and its directors, officers, employees, representatives, agents, contractors, licensees, 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 St. Louis Public 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 St. Louis Public Library prior to cancellation, non-renewal or material modification.

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

Proposer shall deliver to the St. Louis Public Library, prior to commencement of Services under a Vendor Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to St. Louis Public Library by the aforementioned time, or if any such policies are canceled, the St. Louis Public Library shall have the right to terminate a Vendor Agreement immediately and/or deny Proposer access to St. Louis Public Library facilities. These insurance provisions are minimum requirements and shall not relieve Proposer of its indemnity, defense and hold harmless obligations.

- I. **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 St. Louis Public Library may terminate a resulting Vendor Agreement for default if the Proposer fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the St. Louis Public 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 C**.
- 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 St. Louis Public Library.
- K. **Communications.** The Proposer shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public Library management to provide updates regarding the Services performed. The Proposer shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.
- L. Proposer shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services in a public St. Louis Public Library environment under a Vendor Agreement. Proposer shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Proposer who, in the opinion of the St. Louis Public Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the St. Louis Public Library in its sole discretion, be reassigned or removed from performing any further duties related to the Services to be provided under a Vendor Agreement. In the performance of the Services under a Vendor Agreement,

Proposer and its staff shall comply with the St. Louis Public Library's Policy for Appropriate Use of the Library, as may be amended from time to time.

- M. 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 thirty (30) days after date of 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 St. Louis Public Library 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.

Q. SELECTION CRITERIA

The award will be made based on an evaluation of each of the 3 sections below. The Respondent with the highest point total, out of 100 points, will be considered the awarded contractor. The final selection will be at the discretion of SLPL, and in the best interest of SLPL. The Library will evaluate RFP responses using these criteria.

1. COST 40%
2. EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND SCOPE 30%
3. REFERENCES 30%

Attachment A

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 21-002417 WASTE REMOVAL SERVICES

SCOPE OF WORK

Contractor shall remove waste from designated St. Louis Public Library locations. Contractor to supply all necessary labor, equipment and services, to collect and dispose of and/or recycle the St. Louis Public Library's waste materials. All Containers need to be operational and have a good appearance. Contractor shall replace any container if requested by the St. Louis Public Library due to poor appearance.

Containers at the Administrative Office Building, Central Library and Compton must be equipped with locking mechanisms. Containers at Buder and Julia Davis will be in a fenced-in area and will not require such locking mechanisms. The St. Louis Public Library will supply pad lock(s) and key(s) for the containers and provide the Contractor key copies upon request.

Contractor will pick up trash by 6:00 a.m. at the Central Library location and by 8:00 a.m. at all other locations on scheduled pick up days.

Proposers are required to complete and return the attached pricing page based on the pick-up schedule per St. Louis Public Library Location.

Contractor shall submit pricing for waste removal at individual facilities per a predetermined schedule per pick-up location. Upon the St. Louis Public Library request, Contractor shall perform waste removal at individual locations.

PROPOSERS ARE STRONGLY ENCOURAGED TO VISIT EACH SITE BEFORE SUBMITTING A PROPOSAL. FAILURE OF PROPOSER TO VERIFY SAID SITES SHALL NOT CONSTITUTE A REASON FOR PRIE INCREASE FOR COMPLETE WORK.

Attachment B

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY**

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

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY

E-VERIFY AFFIDAVIT

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

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

Proposer: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Attachment D

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY**

**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 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 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

Sample

CONTRACT NUMBER: 21-002417

CONTRACT

This agreement made this XX day of, 2021, between 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: **Waste Removal Services**

General Description of Work: Contractor shall remove waste from designated St. Louis Public Library locations. Contractor to supply all necessary labor, equipment and services, to collect and dispose of and/or recycle St. Louis Public Library's waste materials on a scheduled basis. Also, Contractor shall remove waste on an "As Requested" basis in addition to regular scheduled removal dates.

St. Louis Public Library and Contractor agree as follows:

1. Contract Documents

1.1 The contract documents for this contract consist of this Agreement, Exhibit A, "Scope of Work" and any other exhibits attached hereto, the Invitation to Proposal and Instructions to Proposers for Proposal Project, all drawings, specifications and addenda issued by 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 form this contract are fully incorporated herein.

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 the Terms and Specifications section of RFP 21-002417, see Attachment A.

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.

ATTACHMENT E

CONTRACT NUMBER: 21-002417

3. Changes

Contractor agrees that the St. Louis Public Library may add to or deduct from the amount of work covered by this agreement, and any other changes so made in the amount of work involved, or any other parts of this agreement, shall be by written amendment hereto setting forth in detail the changes involved and a mutually agreed upon price adjustment.

4. Termination for Cause

If the Contractor shall fail, or refuse for any cause, to complete the work to be 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 expenses 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 a 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.

6. Contract Sum and Payments

In consideration of the complete and timely performance of all contract work, St. Louis Public Library shall pay to the Contractor the sum of **XX, (\$XX) annually. Payments will be made on a monthly basis for XX (\$XX)**; subject to additions, deductions and conditions as stated herein. The St. Louis Public Library's payment terms are net thirty (30) days.

7. Invoicing

Itemized invoices with "Total Billing Price" listed, must be submitted to:

Attn: Accounts Payable
St. Louis Public Library
1415 Olive St.
St. Louis, MO 63103.

8. Contract Period

The contract shall not bind the St Louis Public Library for any contractual commitment in excess of the original contract period. The St. Louis Public 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 St. Louis Public Library exercises its options, all terms, conditions, and provisions of the original contract shall apply during the extension period. If these options are exercised, the Contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentages of increases as stated on the pricing page of the contract. If the pricing page does not include such percentages or if the applicable spaces are left blank, prices during the renewal periods shall be the same as during the original contract. Contract effective date is November 1, 2021 through October 31, 2022.

9. Bonds

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

10. Insurance

Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of a contracted agreement, which policies shall protect against any loss or claim arising from or relating to a contracted agreement, the services and activities, or presence at the St. Louis Public Library facilities, and any act or omission of Contractor or its employees and/or agents or subcontractors in connection with the services provided under a contracted agreement, and shall cover the contractual indemnification liability assumed by the Contractor or pursuant to a contracted agreement:

10.1 Commercial general liability including personal injury: \$3,000,000/\$1,000,000 commercial general liability includes coverage premises-operations, products/completed operations hazard, contractual liability, broad-form property damage, independent contractors and personal injury liability. Commercial general liability includes personal injury coverage (false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right of privacy, wrongful entry or eviction or other invasion or right of private occupancy).

10.2 Worker's compensation and employer's liability: worker's compensation Insurance with statutory limits for the State of Missouri including benefits provided under coverage B – employer's liability - \$500,000.00.

10.3 Automobile liability insurance: Automobile liability insurance covering owned, non-owned and hired automobiles, trucks and trailers used by the Contractor - this insurance shall provide coverage to less than that of a standard comprehensive automobile liability policy with the limits not less than \$1,000,000 combined single limit.

10.4 Additional insured parties shall read as follows:

“The Board of Directors of the City of St Louis Municipal Library District dba St. Louis Public Library”

10.5 Certificate is also to include as previously stated in contract:

All coverages shall apply to all locations where the named insurers are performing services for the holder of the certificate. All such insurance shall be primary and non-contributory, and in the event of any cancellation or material change in coverage, notice must be given at least thirty (30) days in advance to agent for the owner. All companies writing policies shall be a minimum of A.M. Best's Rated A X or higher. The following wording must apply in the cancellation provision of the certificate: Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named below:

CERTIFICATE HOLDER: St. Louis Public Library
1415 Olive St.
St. Louis, MO 63103

The responsibility for any damages or claims resulting from the operation of the equipment under this Proposal rests entirely with the Contractor regardless of any assistance or direction which may be given.

10.6 Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. The St. Louis Public Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Contractor.

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

11. Indemnity

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

ATTACHMENT E

Contract Number: 21-002417

12. Other Provisions

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither the contract nor the obligations or work to be performed thereunder shall not be subcontracted or assigned, in whole or in part, except with the prior written consent of the St. Louis Public Library.

12.1 Any notice or communication authorized or required hereunder shall be deemed to have been given, if hand-delivered mailed or emailed, as follows:

THE ST. LOUIS PUBLIC LIBRARY

St. Louis Public Library, 1415 Olive Street, St. Louis, Missouri, 63103. Attention: William Jackson; email:wjackson@slpl.org

CONTRACTOR

XX XX, XX XX, XX XX. Attention: XX XX; email: XX XX

13. Exhibits

The following exhibits are attached hereto and made a part hereof:

Exhibit A – Scope of Work

Exhibit B – Certificate of Insurance

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 (Date)

ATTEST:

CONTRACTOR:

By _____
(Date)

ATTACHMENT E

Contract Number: 21-002417

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ATTEST:

ST. LOUIS PUBLIC LIBRARY

By _____
Chief Financial Officer (Date)

ATTEST:

CONTRACTOR:

By _____
(Date)

PICKUP LOCATIONS	QTY	CONTAINER SIZE	WKLY. PICKUP SCHEDULE	PICKUP DAYS	WEEKLY COST	ANNUAL COST	PICKUP COST - PER PICK UP, AS REQUESTED
**Central Library 1301 Olive Street St. Louis, MO 63103	1	4 yard	5X	M-F			
**Administrative Office 1415 Olive Street St. Louis, MO 63103	1	8 yard (Dock)	5X	M-F			
*Buder Branch Library 4401 Hampton Ave. St. Louis, MO 63109	1	4 Yard	1X	M			
**Compton Library 1624 Locust Street St. Louis, MO 63103	1	8 yard	5X	M-F			
*Julia Davis Library 4415 Natural Bridge Ave. St. Louis, MO 63115	1	3 yard	1X	M			
Max. Percentage Increases, 2nd Yr.							
Max. Percentage Increases, 3rd Yr.							
*Tuesday - Before 8 a.m.							
**Monday, Tuesday, Wednesday, Thursday and Friday - Before 8 a.m.							