REQUEST FOR BIDS

RFB NO: 21-990007 SEND BIDS TO:

DATE ISSUED: August 19, 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

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

ASSISTANT BUSINESS MANAGER: Rita Kirkland PHONE: 314.539.0313

EMAIL ADDRESS: rkirkland@slpl.org

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 21-990007 ATC AND METASYS SYSTEMS MAINTENANCE - ADMINSTRATIVE OFFICE

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 Authorized Representative of Bidder
Print Name:
Print Title:
Print Company Name:
Print Address, City, State, Zip:
Print Telephone:
Print Email:
Bidder Signature:
Bidder is: individual corporation partnership LLC
Other – describe:

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 21-990007 ATC AND METASYS SYSTEMS MAINTENANCE - ADMINSTRATIVE OFFICE

REQUEST FOR BID(S) SCHEDULE

RFB Issued	8/19/21
Public Notification of RFB	8/19/21
Questions from Bidders due to Library	8/26/21 4:00 p.m.
RFB Due	9/02/21 2:00 p.m.

LIST OF DOCUMENTS FOR RFB 21-990007

Request for Bids

Request for Bids Schedule

Instructions to Bidders

Introduction to Request for Bid

Terms and Conditions

Missouri Division of Labor Standards Wage and Hour Section (Annual Wage Order No. 28)

Attachment A - Scope Of Work

Attachment B - Automatic Temperature Controls

Attachment C - Drawings Pages 1-12

Attachment D - Pricing Page

Attachment E - Non-Collusion Affidavit

Attachment F - E-Verify

Attachment G - Diversity Statement

Attachment H - Sample Contract 21-99007

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 21-990007 ATC AND METASYS SYSTEMS MAINTENANCE - ADMINSTRATIVE OFFICE

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.

In accordance with the St. Louis Public Library's procurement policy, Bids will be handled so as not to permit disclosure of the identity of any Bidder or the contents of any Bid to competing Bidders during the process of negotiation. A register of Bids shall be prepared containing the name of each Bidder, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of Bids shall be open for public inspection only after a final contract is executed.

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 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 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 RFB should only be directed in writing to Ms. Kirkland, rkirkland@slpl.org. Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Thursday, August 26, 2021, by 4:00 p.m., 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.

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 9/02/21. EMAIL BIDS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL BID RESPONSE TO: bids@slpl.org. The Bid RFB number shall show in the subject line of the email.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 21-990007
ATC AND METASYS SYSTEMS MAINTENANCE - ADMINSTRATIVE OFFICE

DUE DATE 9/02/21

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 21-990007 ATC AND METASYS SYSTEMS MAINTENANCE - ADMINSTRATIVE OFFICE

REQUEST FOR BID

August 19, 2021

1. INTRODUCTION

The St. Louis Public Library requests Bids from qualified Bidders for ATC AND METASYS SYSTEMS MAINTENANCE.

Bids must be received no later than 2:00 p.m., September 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 RFB number must be the subject in the subject line.

Questions and clarification inquiries about this RFB must be received prior to 4:00 p.m., Thursday, August 26, 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 St. Louis Public Library wishes to engage a Bidder to provide the 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 services consistent with the terms of this RFB, and with the general provisions contained in this RFB.

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

TERMS AND CONDITIONS

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

- A. <u>Labor and Materials</u>. The Bidder shall provide all labor, materials and supplies for the services to be performed under this RFB.
- B. <u>Form of Agreement</u>. The submission of a Bid constitutes the agreement of any submitting Bidder that any contract to be drawn as a result of an award to the Bidder will be prepared by counsel for the St. Louis Public Library and will be the controlling agreement. The Bidders are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes.
- C. <u>Compliance with Laws</u>. In performing under a Vendor Agreement, the selected Bidder 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 Bidder. It shall be a condition to a Vendor Agreement that any out-of-state Bidder 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 Bid. 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 Bidder. The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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. Bidder 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 Bidder, 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, omissions, conduct, or operation of any negligent act, whether active or passive, error, omissions conduct, or operation of

Bidder, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations, or duties contained in a Vendor Agreement; or (c) any violation of any applicable federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under a Vendor Agreement.

- H. Required Insurance Coverage. Bidder 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 Bidder 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 Bidder or pursuant to a Vendor Agreement.
 - 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 Bidder's activities at Central
 Library. Any deductible shall be at Bidder'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 Bidder'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) 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 Bidder on behalf of St. Louis Public Library.
 - 5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Bidder shall be Bidder's responsibility. The St. Louis Public Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Bidder.
 - 6. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections I. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.

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

City of St. Louis Municipal Library District and its directors, officers, employees, representatives, agents, contractors, licenses, and successors.

All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to the 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."

Bidder 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 Bidder access to St. Louis Public Library facilities. These insurance provisions are minimum requirements and shall not relieve Bidder of its indemnity, defense and hold harmless obligations.

- I. E-Verify. The Bidder 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 Bidder must agree to require its subcontractors who may perform work under a Vendor Agreement to certify to Bidder 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 Bidder 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 Bidder 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 Bidder must execute the E-Verify Affidavit, which shall be an ATTACHMENT to a Vendor Agreement. Such affidavit shall be in the form attached to this RFB as Attachment F.
- J. <u>Performance Uninterrupted</u>. Bidder shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Bidder shall be in sole discretion of the St. Louis Public Library.
- K. <u>Communications</u>. The Bidder 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 Bidder shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.
- L. Bidder 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. Bidder 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 Bidder 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, Bidder and its staff shall comply with the St. Louis Public Library's Policy for Appropriate Use of the Library, as may be amended from time to time.
- M. <u>Laws & Ordinances</u>. Bidder shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and Services under a Vendor Agreement at Central Library.

- N. <u>Timing</u>. The successful Bidder must be ready to begin services no later than thirty (30) days after date of contract execution.
- O. <u>Compliance with Laws</u>. The selected Bidder 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 Bidder's sole responsibility to obtain and maintain all appropriate licenses and permits for its operation in the performance of the Services.

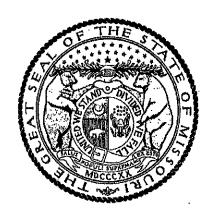
P. AWARD

In accordance with the St. Louis Public Library Procurement Policy:

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

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 096 ST. LOUIS CITY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

	**Prevailing
OCCUPATIONAL TITLE	Hourly
Asbestos Worker	Rate
Boilermaker	\$65.19 *\$38,72
Bricklayer Carpenter	\$54.38
	\$54.97
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$50.30
Plasterer	
Communications Technician	\$57.61
Electrician (Inside Wireman)	\$67.84
Electrician Outside Lineman	\$69.68
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$87.61
Glazier	\$42.87
Ironworker	\$63.73
Laborer	\$50,15
General Laborer	430115
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$53.35
Marble Mason	755.55
Marble Finisher	
Terrazzo Worker	
Terrazzo Fínisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.10
Group I	400.10
Group II	
Group III	
Group III-A	
Group IV	
Group V	
	¢42.27
Painter Plumber	\$43.37 \$71.83
Pipe Fitter	Φ/1.83
Roofer	ØE0.40
Sheet Metal Worker	\$53,49 \$67,53
Sprinkler Fitter	\$67.52 \$72.06
	\$72.06 *#20.70
Truck Driver	*\$38.72
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	<u> </u>

^{*}The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

^{**}The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$59.75
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$66.38
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$45.80
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.17
Group I	
Group II	·
Group III	
Group IV	
Truck Driver	*\$38.72
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

^{**}The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 21-990007 ATC AND METASYS SYSTEMS MAINTENANCE

SCOPE OF WORK

The St. Louis Public Library is seeking bids from qualified firms to furnish Facilities Systems' Maintenance at the Central West Library. Maintenance shall include, but not be limited to, comprehensive and operational inspections.

All work will be approved by the Library Representative. Documentation of all work will be forwarded to the Library Representative.

GENERAL

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

RESPONSIBILITY OF CONTRACTOR

Scheduled Service Materials

The Contractor shall furnish all labor, tools, materials, equipment, insurance and transportation for the maintenance and inspection of the Systems.

Scheduled Service Inspections

Contractor shall provide services so that the Library's listed equipment receives the appropriate operational and comprehensive inspections, repairs, etc. (See Attachments A and B). Inspection services include, but are not limited to, those on the attached schedule(s).

Comprehensive Annual Inspections

Contractor shall provide services so that the Library's listed equipment receives one Comprehensive Annual Inspection each year (See Attachments A and B). Annual inspection tasks include, but are not limited to, those on the attached schedule(s).

Contractor shall report in with the designated Library representative to record and/or report abnormal conditions, measurements taken, etc. Contractor shall also review Library logs with the Library Representative for operational problems and trends.

Annual Inspection Materials

Contractor shall provide materials necessary to complete Comprehensive Annual Inspection Services (See Attached Schedules A and B).

Diagnostic Services

Contractor shall provide diagnostic services according to the indicated schedule(s) on Attachments A and B.

SITE INSPECTION

Bidders are encouraged to visit the site(s) and verify all measurements, materials, etc. as required by this specification. Bidders shall be responsible for the correctness of same. No extra charge or compensation will be allowed for any errors, omissions or miscalculations, or because of failure on the part of the Contractor to investigate or inspect the site.

Any questions or concerns regarding this solicitation should be directed to Mr. Alan Warfield, Manager of Maintenance at (314) 241-8826.

ASSIGNMENT

The contractor shall not assign this contract, or any portion thereof, except upon the prior written approval of the Library.

EXPERTISE OF CONTRACTOR'S PERSONNEL

Contractor shall submit with proposal 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/ENVIRONMENTAL CONSIDERATIONS

- (1) Prior to use, a list of all chemicals shall be submitted to owner's Manager of Public Safety. Contractor shall also provide "Material Safety Data Sheets" for all materials required on the list.
- (2) All containers holding chemicals shall be properly labeled and in conformance to all applicable laws and regulations. No hazardous materials may be stored on the premises of the St. Louis Public Library.
- (3) All work under this contract will be performed in a safe and hazard-free manner.

(5) Contractor shall indemnify and hold harmless the St. Louis Public Library from and against any claim, damage, loss, liability, reasonable costs and expenses whatsoever which the Library may suffer as a result of this contract.

OTHER PROVISIONS

- (1) Bidders are strongly urged to carefully read all terms and conditions prior to submission of a
- (2) Bidders must provide a firm fixed price for all requirements set forth in this proposal.
- (3) Contractor must comply with any local, state and federal equal opportunity laws and regulations.
- (4) Contractor may not subcontract any part of services to be performed to any other company.

TERM:OF CONTRACT

This 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 contract. 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.

QUALITY CONTROL

The bidder shall be responsible for maintaining quality control. Preliminary approval by the Library does not relieve the bidder of his/her responsibility. The Library reserves the right to reject any services that do not meet acceptable standards of quality.

INVOICING

Contractor shall submit itemized invoices detailing services performed, location and length of time devoted to each aspect of services, with "Total Billing Price" listed to the Department of Finance-Accounts Payable. The Library payment terms are Net 30 days.

- (4) Equipment must be properly maintained and in good working order at all times. PROPOSER IS TO SUBMIT A LISTING OF EQUIPMENT AND QUANTITIES DEEMED NECESSARY TO PERFORM THE SERVICES SPECIFIED HEREIN.
- (5) The Contractor must be in compliance with all local, state, and federal laws and regulations regarding such work.

EXPERIENCE AND RELIABILITY

- (1) Bidder shall submit with proposal any information which documents successful and reliable experience in the past.
- (2) Bidder shall provide information related to current and previous contracts which are similar to the requirements contained in this specification. Such information shall also include a minimum of three (3) references, giving the name of the organization, address, telephone number, and name of contact person.

INSURANCE/INDEMNITY

(1) Prior to commencement of services, Contractor shall provide the St. Louis Public Library with certificates of insurance in full force throughout the life of the contract, and shall require that at least thirty (30) days notice be given in the event of cancellation. Minimum requirements are as follows:

BODILY INJURY

PROPERTY DAMAGE

Each Person:

\$ 500,000

Each Accident:

\$ 500,000

Each Accident:

\$1,000,000

Aggregate:

\$1,000,000

(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.

(3) Additional Insured Parties shall read as follows:

"The Louis Public Library". Proof of insurance to be supplied upon award of contract.

(4) 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 noncontributory, and in the event of any cancellation or material change in coverage, notice must be given at least thirty (30) days in advance to 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 Street St Louis MO 63103

ATTACHMENT A ST. LOUIS PUBLIC LIBRARY EQUIPMENT LIST

METASYS FMS	QTY
Operator Workstation	1
Printer IBM PPS2	1
Modem 56K	2
NCM 200	1
NCM 300	1
AHU-100	2
FPU	6
PMI Version 10.01	1
PC Anywhere Software	1
Metapage Software	1

METASYS NETWORK PERFORMANCE ASSURANCE SERVICES

SYSTEM SERVICES

Network Analysis - The Contractor shall analyze and report on the performance of the Library's Metasys system network no less than 12 times per year (once monthly).

Enhancement Engineering - The Contractor shall monitor the overall performance of the Library's equipment. During the monitoring process the Contractor shall take into consideration current manufacturing recommendations, reliability, productivity, operating costs and changes presently in use. Recommendations of alterations, upgrades, retrofits, etc. available, that can improve the Library's system, shall be submitted in writing, by the Contractor.

METASYS EQUIPMENT

Equipment to be serviced includes, but is not limited to Operator Workstations, Network Control Units, Network Expansion Units, Function Modules, Application Specific Controllers including AHUs, VAVs, UNTs.

Coverage to include:

The Contractor shall review the "System Event Log" with the Library representative and take appropriate action. The Contractor shall also make a copy of the Gustomer's current Metasys database no less than 12 times per year (once monthly). The Contractor shall also provide repair services to the Library's components listed on Schedule A. The Contractor shall replace or repair failed or defective parts.

METASYS FIELD DEVICES

Coverage to include:

Equipment to be serviced includes, but is not limited to, Temperature Elements, Flow Meters, Humidity Sensors, Actuators, etc. The Contractor shall provide scheduled preventive maintenance on all covered components. The Contractor shall replace or repair failed or defective parts.

MAINTENANCE SCHEDULE METASYS NETWORK SYSTEM CONTROL CENTER FIELD PROCESSING EQUIPMENT AND SENSING/CONTROL HARDWARE

EQUIPMENT: Field Processing Units, Field Processing Controllers, Loop Remote/MUX Panels and Point Modules

Maintenance for the above equipment is as follows:

MONTHLY

- 1. Check fan operation on units with forced air-cooling. Clean air intake grille and filter if required.
- 2. Verify proper operation of all indicating lamps.
- 3. Inspect interconnecting cables and electrical connections.

OUARTERLY

- 1. Verify proper system isolation.
- 2. Check for proper voltage levels of regulated power supplies.
- 3. Verify proper analog to digital conversion. Calibrate if required.

SEMI-ANNUALLY

1. Clean external equipment enclosure surfaces.

ANNUALLY

- 1. Check bypass circuitry operation.
- 2. Verify alarm condition reporting.
- 3. Test for presence of frame error rate.
- 4. Check for hung analog condition and interrupt capability.
- 5. Inspect interior surfaces and components. Clean if required.
- 6. Verify binary analog point modules for proper operation and reporting. Check or calibrate critical points.
- 7. Insure equipment cabinet is at earth ground potential.

EQUIPMENT: Transducers, Resistance Elements, Relay Modules and Field Equipment Units

Maintenance for the above equipment is as follows:

SEMI-ANNUALLY

1. Clean external surfaces of field equipment units.

ANNUALLY

- 1. Inspect interconnecting cables and electrical connections.
- 2. Insure that cabinet is at earth ground potential.
- 3. Verify proper operation of sensors, relay modules, gages and transducers.
- 4. Check or calibrate gages, transducers and relay modules associated with critical points. (Perform in conjunction with point module verification procedures.)
- 5. Insure all mounted and plug-in components are securely in place.
- 6. Inspect interior surfaces and components of field equipment units. Clean if required.

MAINTENANCE SCHEDULE NETWORK CONTROL MODULES (NCM-300)

Contractor shall maintain modules on a monthly basis as follows:

- 1. Verify proper DC power levels, appropriate Transmit and Receive activity on the N1, N2 and L2 trunks, and check for possible Error Code indications.
- 2. Inspect wiring for signs of corrosion, fraying and rapid discoloration.
- 3. Check voltage level of NCM Battery sub-module.
- 4. Cycle NCM power to initiate Self-Test Diagnostic.
- 5. Remove excessive dust from heat sink surfaces.
- 6. Clean enclosure exterior surfaces.
- 7. Verify the proper operation of critical control processes and points associated with this unit and make adjustments, if necessary.

AS NEEDED:

1. Verify/calibrate other points and control processes, where the need for possible "Corrective Maintenance" is indicated.

ST. LOUIS PUBLIC LIBRARY MAINTENANCE SCHEDULE AHU, UNT, AND VAV APPLICATION SPECIFIC CONTROLLERS

Contractor shall provide maintenance on a monthly basis as follows:

AHU APPLICATION SPECIFIC CONTROLLER

- 1. Verify that AHU is being controlled at the appropriate values.
- 2. Change one set point value; verify smooth transition and stable control at the new set point.
- 3. Return set point to original value.
- 4. Repeat for each additional control loop, if any.
- 5. Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- 6. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

UNITARY EQUIPMENT APPLICATION SPECIFIC CONTROLLER

- 1. Verify that ASC is in control at the desired value(s).
- 2. Change one set point value; verify smooth transition and stable control at the new set point.
- 3. Return set point to original value.
- 4. Repeat for each additional control loop, if any.
- 5. Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- 6. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, if necessary.
- 7. ASC Analog Input Points will receive one (1) calibration per year.

VAV BOX APPLICATION SPECIFIC CONTROLLER

- 1. Verify that ASC is in stable control at the desired value(s).
- 2. Where controller performance is in doubt:
 - Change set point value. Verify smooth, stable control at the new value.
 - Return set point to original value.
- 3. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, if necessary.

AS NEEDED:

1. Verify/calibrate other points associated with these units where the need for possible "Corrective Maintenance" is indicated.

ST. LOUIS PUBLIC LIBRARY MAINTENANCE SCHEDULE METASYS OPERATOR WORKSTATIONS

The Contractor shall provide monthly network analysis as follows:

- 1. Report in with appropriate Customer personnel.
- 2. Review METASYS for critical, follow-up and off-line status indications.
- 3. Review METASYS for override, disabled and lockout status indications.
- 4. Review System Event Log with customer, discuss METASYS operational concerns.
- 5. Perform or schedule "Corrective Maintenance" procedures as appropriate to resolve situations noted in the preceding reviews.
- 6. Install appropriate METASYS Software refinement and problem correction revisions ("Minor Rev's"), as they become available.
- 7. Check monitor for clarity, focus and color.
- 8. Clean Read/Write heads of removable disk drive(s).
- 9. Cycle power, listen for unusual motor/bearing noise.
- 10. Verify proper system restart, check system date, time and hardware status.
- 11. Clean exterior surfaces.
- 12. Save/Copy METASYS Workstation DataBase, including custom graphics and resident NCU Archive DataBases, as indicated in the agreement.

NOTE: Software is a Johnson Control Product. Any software revisions must be compatible with Johnson Control's Software Project.

ST. LOUIS PUBLIC LIBRARY MAINTENANCE SCHEDULE NETWORK ANALYSIS SERVICES

MONTHLY:

- 1. Reset the Metasys Diagnostic Counters.
- 2. Allow data to tabulate in the diagnostic registers.
- 3. For each Operator Workstation and Network Control Unit (NCU):
 - a. List N1 Diagnostic Statistics
 - b. Analyze the number of Reconfiguration's for impact on network performance.
 - c. Analyze the Error Rate for each NI Network Node.
 - d. Analyze the Transmission Rate for each N1 Network Node.
 - e. Determine the N1 Network Performance Ratio.
- 4. For each NCU or Companion Trunk (N2 or L2 Trunks):
 - a. List N2 and L2 Diagnostic Statistics.
 - b. Analyze the Error Rate for each Network Node.
 - c. Analyze the Transmission Rate for each Network Node.
 - d. Determine the Network Performance Ratios.
- 5. Provide a report summarizing Network Analysis results.

AS NEEDED:

- 1. Perform the Network Analysis tasks as appropriate to verify or discount suspected communications or Network throughout problems.
- 2. Perform the Network Analysis tasks as appropriate to evaluate the impact on network performance of various configuration options, as part of a proposed system expansion or modification.

ATTACHMENT B ST. LOUIS PUBLIC LIBRARY AUTOMATIC TEMPERATURE CONTROLS EQUIPMENT LIST

AUTOMATIC TEMPERATURE CONTROLS

All controls as shown on Johnson Control Drawing #1034-0018 sheets 1 through 12 (See Attachment E)

ST. AOUIS PUBLIC LIBRARY MAINTENANCE SCHEDULE AUTOMATIC TEMPERATURE CONTROL SYSTEMS SYSTEM ASSURANCE SERVICES

Contractor shall provide annual inspection and general maintenance for the Automatic Temperature Control System.

Maintenance shall be performed in accordance with all manufacturers' recommended maintenance schedules.

Coverage shall include:

- 1. Calibration services will be performed incrementally over two (2) scheduled visits per year.
- 2. Contractor will provide one (1) 100% calibration(s) of the automatic temperature control system(s) per year.
- 3. Contractor will perform scheduled services and Comprehensive Annual Inspection services on the system's air compressor(s) and air dryer(s) according to schedule.
- 4. Contractor will perform scheduled service on the terminal reheat and VAV box units.
- 5. Contractor will provide test instruments and materials necessary to perform JCI's Calibration and Inspection services.
- 6. Enhancement Engineering:
 Contractor will monitor the overall performance of the Library's equipment. During the monitoring process the Contractor shall take into consideration current manufacturing recommendations, reliability, productivity, operating costs and changes presently in use. Recommendations of alterations, upgrades, retrofits, etc. available, that can improve the Library's system, shall be submitted in writing, by the Contractor.
- 7. Repair Labor During normal working hours Contractor will provide the On Call Repair
 Labor as required to restore covered equipment to operating condition, following an
 equipment failure.
- 8. Repair Materials Contractor will provide the replacement part(s) as required to restore covered equipment to operating condition, following an equipment failure.

ST. LOUIS PUBLIC LIBRARY MAINTENANCE SCHEDULE COMPREHENSIVE INSPECTION AND CALIBRATION AUTOMATIC TEMPERATURE CONTROLS

Prior to the annual comprehensive inspection and calibration of the automatic temperature control system, the Contractor shall report in to Library Representative. Contractor shall record and report abnormal conditions, measurements taken, etc.

AIR COMPRESSOR:

- 1. Drain tank and check traps.
- 2. Change oil and check oil pressure.
- 3. Check belt and sheaves; change as required.
- 4. Change suction filter as required.
- 5. Inspect unloader and check valve.
- 6. Inspect high-pressure safety valve.
- 7. Analyze motor operating conditions and lubricate.
- 8. Check PE switch, starter and alternator.
- 9. Record compressor run time.
- 10. Record oil carryover rate.

REFRIGERATED AIR DRYER:

- 1. Check refrigerant pressure and record.
- 2. Record refrigerant temperature.
- 3. Brush condenser and cover grills as required.
- 4. Operate drain trap and bypass valves.

FILTER AND PRESSURE REDUCING STATION:

- 1. Inspect coalescent filters (change as required).
- 2. Inspect charcoal filter (change as required).
- 3. Record pressure reducing valve settings, adjust as required.
- 4. Record oil carryover rate.

BOILER, CONVERTER, PUMPS AND ZONE CONTROL:

- Check and calibrate all controllers.
- 2. Calibrate all transmitters and set receiver gauges, as required.
- 3. Check all PE switches.
- 4. Check all control valves.
- 5. Check all pilot positioners.
- 6. Check auxiliary control devices.

ATTACHMENT B ST. LOUIS PUBLIC LIBRARY MAINTENANCE SCHEDULE COMPREHENSIVE INSPECTION AND CALIBRATION AUTOMATIC TEMPERATURE CONTROLS

FAN SYSTEMS AND HVAC UNIT CONTROLS:

- 1. Review sequence of operation.
- 2. Check operation of all dampers.
- 3. Check pilot positioners.
- 4. Check all control valves.
- 5. Calibrate all controllers as required.
- 6. Calibrate all transmitters and set receiver gauges as required.
- 7. Check all solenoid air valves, PE switches and air valves for proper operation.
- 8. Check auxiliary control devices.

ROOM-TERMINAL UNIT CONTROLS:

- 1. Check all control valves as needed, and report condition.
- 2. Check operation of unit coil steam traps.
- 3. Check operation of all dampers.
- 4. Check all PE switches, solenoid air valves and limit controls.
- 5. Check operation of auxiliary devices.

TERMINAL UNITS (Boxes-Mixing and Variable Air Volume without fan):

- 1. Inspect box for ductwork connection.
- 2. Lubricate and adjust dampers and linkage.
- 3. Verify operation of control.

ELECTRIC DUCT HEATERS:

- 1. Inspect coil for damage to element as needed.
- 2. Inspect isolators as needed for damage or cracks.
- 3. Brush coil. Remove dust and debris (where accessible).
- 4. Torque heating terminals.
- 5. Verify operation of control.
- 6. Verify staging of heating elements.

INDUCTION UNITS:

- 1. Visually inspect coil. Clean as required.
- 2. Check and clean drains and drain pans.
- 3. Clean discharge grill.
- 4. Check and clean strainers.
- 5. Check steam traps and hand valves.

REHEAT COILS-ELECTRIC (IF APPLICABLE):

- 1. Inspect coil for damage to element.
- 2. Inspect isolators for damage or cracks.
- 3. Brush coil. Remove dust and debris (where accessible).

- 4. Torque heating terminals.
- 5. Verify operation of control.
- 6. Verify staging of heating elements.



REHEAT COILS-STEAM AND HOT WATER (IF APPLICABLE):

- 1. Inspect coil for leaks or damage.
- 2. Brush coil. Remove dust and debris (where accessible).
- 3. Check and clean strainers.
- 4. Verify operation of steam trap(s) where applicable.
- 5. Verify operation of controls.

RADIATION:

- 1. Visually inspect fins/cast iron.
- 2. Check and clean strainers.
- 3. Clean as required.
- 4. Check steam traps and hand valves.

Report controls condition and repair requirements (if any).

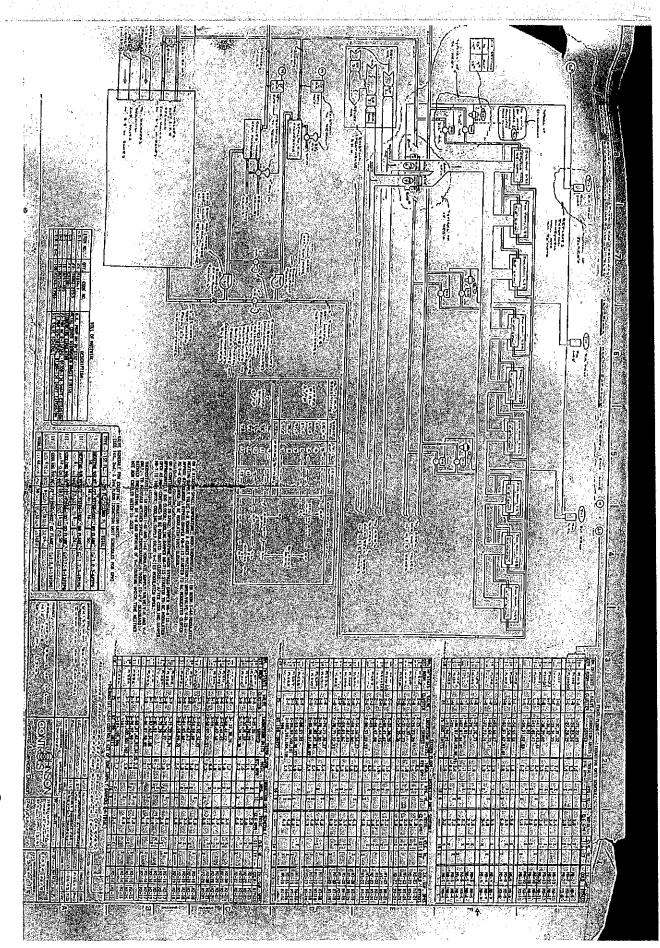
BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 21-990007

ATC AND METASYS SYSTEMS MAINTENANCE

Θ

Hall ball hear HARACATER TRANSPORTER BERANDER BERANDER (a) V4332-leaf V/ an and and the Color than Color to the Color than Color tha 0 ø 1/1 Cale Astro 1 :# **(** -11.1 **(1)** to [64] HE trains to the price of the Research between the train and the training of the training training from the training training from the training trai 10; (0) (1) 1.28 Ī Å, 7 -r ⊕ - : (**(** r o 4-4 0 THE THREE TH THE PROPERTY OF THE PROPERTY O (C. ATTERNET OF CONTROL OF THE SET OF THE ATTERNET OF THE ATTE (C) Marie and many from the control of the control SO SHEET CHARLES AND THE FE FAM IS RECOGNIZED WITH SUPERIOR CONTRACT FOR ITS OF THE STREET, AND THE FE FAM IS DESCRIBED. THE FE FAM IS OF THE FAM IS OF THE FE **(**1) • \oplus Inspect to serve of San Single for the tracker for 100 1 Melan Bunga bunga dan merupakan Melang Melan -11 (II) - 3. BILL OF MICHINA -- " " ... the an emainted many 0

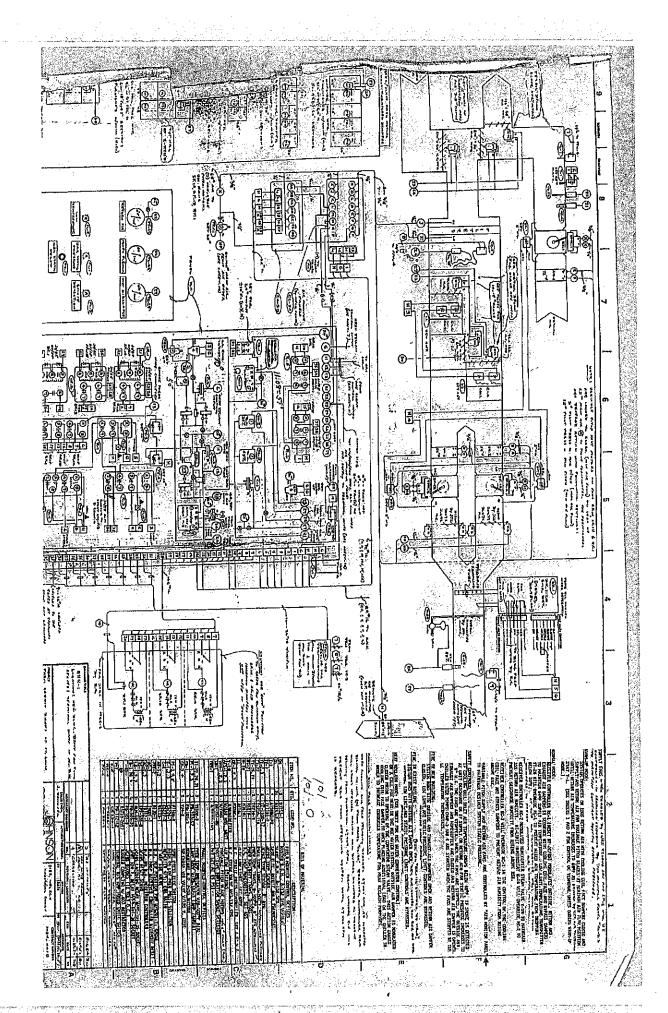
to 200 12



Pag 300/2

- 4

in in Gund



Part yor 12

- 1**1**

" B'T"-" (X-48'4 7 5) 9 Hg 229 1 # # # 身申 钟卓 The state of the s THE CHARLES CONTROL THROUGHT AND VIEW WITH THE PROPERTY OF THE REAL PROPERTY OF THE PROPERTY

1 10 20 20 10 100 (00) (00) 101 (101 (00) (00) 101 (101 (102) (103) 101 (101) (101) υť. 1 PART SHIPP. S Ŷ 0 **⊙**™ Ħ 3 H 8-00, 1 0 11 Ø COUNTERS CONTINUED IN THE PROPERTY OF THE PROP COLLET (1, NOR DEADLE SCHOOL CHE SELLE THE SCHOOL CHE S A OPERATE HE CAPITA COMPANY COLLEGE MES TREATMENT AND THE STORMER SECTION OF THE SEC tal colder-Cariffica & Moreign ; Bankana Warner warene ARRIVA TOUR THE REPORT TO SECURITY OF THE PROPERTY OF THE ٥ The same BUT OF WILLIAM COF STORM OFFICE CAMES TO PRINCE CHANGE EXPLANATION OF THE COMMENT OF PRINCE OF THE COMMENT OF THE COMENT OF THE COMMENT OF TH **//**@ CONTROL SON THE STATE OF THE S 100 god 12 the state of 1 the man of the same

And and an analysis of the second sec PER CONTINUE SCORESCE - MOLECUS AND TO BE ASSESSED. ELAN MELE PARTE TO THE HET WATER CONNECTED OR CHEMPTED 100E. THE RAIN WHAT THE C Tanada Big 24 -- 2 THE BETWEEN 155 - 20-800 ISTURE 001 To Speed Statement : [A [] D @ (3) ·B 1 OF PRICE Bearing Seem Cambred Frage, MENT RECTURE THE CONTRACT OF ALL PROPERTY OF A parties as some And the traction Santan Tonnas. TO SON THE STATE OF THE STATE O The Park of the Pa

Page 700 12

40 (3) 0 (3) 1 The state of the s CARE SAME SERVE AND THE PARTY OF THE REAL PROPERTY. Brish spillastica (Art serven) ***** ********* *** Way I Tames and Sener Hurt.3 cal M CANDER AND M BANKA MET AND

exp 8 : 12

ELIZINE STORY OF THE SALES ÷ (DECIMI CHEC 5-1 OR DICRUSE THEN TH-1. ENGLY ARE DISTRICTED TO To the state of th test expensely for the Her serie -1 6,2

Page 9.012

5 1 5 4 1 5 4 1 6 Tailer Bus Farts + Ff. 1, 4 ((comtant) 拼 mark the second (second second) 0差 The first party of the control of th Edward Colera San Army Articles English Paul Tanagra the team and (at any L's 13mm 0, () *7 · ... Conveyor 25,484

July 1788 A 25

printery (ross 30 Table Ser 4 care (tam-ts) 1 Tuesday or Total Transfer Pay William SAUTOR FOR THE TAIL 17161 120 00 00 TACANON PAR BELLA Top Times Beating 4 Ĭ) The same of the sa STANKE THE STORY): |: (3) The more many of the many first water and the state of the state o (2) The state of t affer Benedict Theorem the transfer for regimentes, broke more better the dear the second Tan Com (2) (2) to 37-th sector 9-19 server 2-19 for other training ones server (2) to 3-there is a server of the server of th HEET TO TAXABLE TAXABLE THE TRACTS (AM TREELINGTERS TOTAL COLUMN STATES) PAGE OF PARTY PURCE, LIBERT, LANS, LT. 254 GGE The party of the car The Point St. | 35454 (no. min) Taring beinglich before î, î HOT 017, CHIEF IL MITTINE Environt to Enterly fraction of Environments fraction of Environments (fraction to Environments) The state of the Ken mer i d'ang d'ang des seit 11 335 1111 A STATE CONTRACTOR AND ASSESSED. * 1

Tage 10 of 12

4 1/1101 34 7.44 1 (2) 4.50 1 111 125 1588 1223 9 000 000 000 000 BE WALL BET Market Frank. (3) SET ONE PART COLD MILL OUT FOR IS SHAULTS THEN ALL SHEET HO STITLES ALL SHEET HE SHEET HAVE SHEET HE S HANDER SENSELLES.

HANDER SENSELLES 000 MATCHES : CONTROL EXCENSION OF SEA 15 STATES, OUTSIDE CLEVE AND ALL TAX SEA 15 STATES AND ALL TAX S MILLIANS, STATES, RETEX AR FÜX ET-X IS SEMPED, CÓSSEC AD RETEX ALE COLORS A MESSAGE ALE AMMERICA COLOR PALESTELLE VILLE COLOR COLOR TO PATTET ESPELLO CO SOLI II ALI II EMASSED INCIDE: ELITIME SIMILATIVA. FOTO BETWEEN ALL ME CHOOL HE AND RETEN ALS AND IS TO CALL THE WAY THE WAY THE ALL THE MET **0** Aven Charles The same of the sa io io io iopp 1100 pt. | 1000 | 1000 pt. | 1000 CONTROL SON Mary Burney and Proper Same Property ... Service 1 THE PROPERTY OF THE PROPERTY O l. 14

Port 11 0x 12

• (3) (HEAL) CO VINEN 0000 0° 0° 0° [== ⋑ € Sec SHEEF, 15 TAME OF SERVICES & STATES prometry.

New Teath Contract t

Contract Construct Action System

C. Phothering, test Past Price transfer LEME ACHES, THE LIGHT CHANT, THE NY, THE NY, THE NY, THE NY, THE PROCESSED THE PROCESSED THE ACTION TO THE PROCESSED THE ACTION TO THE PROCESSED THE PROCESS demands proming the state of the profit of the state of t 5 : 5 [][TOTAL PROPERTY SAN PROPERTY TRACE OF PROSERVE, TRACE TOTAL OF THE STATE OF THE PERSON

ATTACHMENT D

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 21-990007 ATC AND METASYS SYSTEMS MAINTENANCE - ADMINSTRATIVE OFFICE

PRICING PAGE

DESCRIPTION	MONTHLY CHARGE	TOTAL ANNUAL CHARGE
METASYS SYSTEM	\$	\$
AUTOMATIC TEMPERATURE CONTROLS	\$	\$
TOTAL CHARGE\$	\$	\$
Please record annual	renewal period-adjusted pricing in tl	he section below.
Max. Percentage Inc	rease, 2nd Year	
Max. Percentage Inc	rease 3rd Voor	0/

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY 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 bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, 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:				

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

E-VERIFY AFFIDAVIT

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

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

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

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPA 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. <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 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. <u>Actions of Officers Authorized</u>. 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. <u>Governing Law</u>. 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:

SAMPLE

CONTRACT NUMBER: 21-990007

CONTRACT

This agreement made on the XX day of XX, 2021, between the Board of Directors of the City of St. Louis Municipal Library District, hereinafter called the "St. Louis Public Library", and XX., herein called the "Contractor".

The Project: St. Louis Public Library HVAC Chiller Maintenance-Administrative Office, 1415 Olive St, St Louis MO 63103

General Description of Work: Contractor to provide all necessary labor, equipment, material and transportation necessary for ATC Metasys and System Maintenance.

St. Louis Public Library and Contractor agree as follows:

1. Contract Documents

- 1.1 The contract documents for this contract consist of this Agreement, ATTACHMENT A, "Scope of Work" and any other ATTACHMENTs attached hereto, the Invitation to Bid and Instructions to Bidders for Bid Project 21-990007, 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 from 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 ATTACHMENT A, "Scope of Work".
 - 2.2 The Contract Work Includes:
 - (a) That shown on any of the Contract Documents.
- (b) All Things reasonably implied or customarily provided in the Contractor's line of work or necessary to complete such work for inspection and approval under the Contract Documents.
- (c) Contractor shall execute all work in the best and most workmanlike manner by qualified, careful, and efficient workers who shall be satisfactory to the St. Louis Public Library.

3. Changes

Contractor agrees that 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 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 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. <u>Contract Extensions</u>

The original contract period is XX/XX/XX through XX/XX/XX. 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 sole 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.

7. Contract Sum and Payments

In consideration of the complete and timely performance of all contract work, the St.

Louis Public Library shall pay to the Contractor an annual sum (XX XX XX XX XX and XX XX) \$XX, paid monthly for twelve consecutive months at XX XX XX XX XX XX XX XX (\$XX.XX), subject to additions deductions and conditions stated herein. The Library's payment terms are net thirty days.

8. Invoicing

Monthly itemized invoices detailing services performed, location, with "Total Billing Price" listed, must be submitted to:

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

9. Bond

If required by the St. Louis Public Library, the Contractor shall furnish 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 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

10.1 Prior to starting the contract work, Contractor shall procure and maintain in

force, worker's compensation insurance, employer's liability insurance in full compliance with the laws of the State of Missouri, comprehensive general liability Insurance with contractual coverage and automobile liability insurance, including owned, non-owned and hired automobile coverage and such other insurance, to the extent required by the Contract Documents for Contractor's work.

- 10.2 Contractor's comprehensive general and automobile liability insurance, as required by aforementioned paragraph shall be written for not less than limits of liability as follows:
- (a) Contractor's claims for bodily injury, death, and property damage occurring and arising out of and as a result of services, articles and materials combined single limit of 1,000,000; and
- (b) Contractor's bodily injury, death and property damage occurring and arising out of and as a result of services performed hereunder with a combined single limit of 1,000,000.
- 10.3 The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the St. Louis Public Library. Before commencing the work, Contractor shall furnish the St. Louis Public Library with certificates of insurance from the dates of the policies, the limits of liability thereunder, and contain a provision that the said insurance will not be cancelled except upon thirty (30) days notice in writing to St. Louis Public Library. Contractor shall not cancel any policies of insurance required hereunder prior to completion of the work without written consent of the St. Louis Public Library.
- 10.4 Contractor may use a combination of general liability insurance and excess liability insurance provided the sum of these insurances at least equals the amounts listed for the general liability insurance. If excess liability insurance is used, "Umbrella Form" must be furnished.
- 10.5 The St. Louis Public Library and Contractor waive all rights against each other, separate contractors, and all other subcontractors, for damages caused by fire or other perils to the extent reimbursed by Builder's Risk or any other property insurance, except as such rights as they may have to the proceeds of such insurance.

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.

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 Library.

13. <u>COVID-19</u>

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 ATTACHMENT 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.

All other terms and conditions that are hereby amended are to remain in full force and effect.

14. Exhibits

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

EXHIBIT A - Scope of Work

EXHIBIT B - Pricing Page

EXHIBIT C - 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 Title	Date	