REQUEST FOR BIDS

RFB NO: 18-09015

DATE ISSUED: October 21, 2021 Assistant Business Manager, Rita Kirkland

Board of Directors of the City of St. Louis Municipal Library District DBA

St. Louis Public Library 1415 Olive Street St. Louis, MO 63103 (314) 539-0313

OR: bids@slpl.org

SEND BIDS TO:

BID DUE DATE: November 4, 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 LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 18-09015 DIGITAL IMAGING SERVICES

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: individualcorporation partnershipLLC
Other – describe

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 18-09015

REQUEST FOR BID(S) SCHEDULE

RFB Issued	October 21, 2021
Public Notification of RFB	October 21, 2021
Questions from Bidders Deadline to Library	
RFB Due Date	Thursday, November 4, 2021 by 2:00 p.m.

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 18-09015

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. 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.

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. <u>Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Thursday, November 4, 2021, by 2:00 p.m.</u>, to allow for the St. Louis Public Library's reply prior to Bid submissions.

Bids must be in ink or typewritten and must be manually signed by a company official. All Bid document pages should be initiated and dated by the company submitting the Bid. Please provide four complete copies of your Bid response for the St. Louis Public Library review.

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**, November 4, 2021 by 2:00 p.m. Bid opening at that location on 11/4/2021. 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

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.** Form of Agreement. 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. <u>Indemnification</u>. 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, omission, 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.
 - 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 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) 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 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.

- (1) 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:
- 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. <u>E-Verify</u>. 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 exhibit to a Vendor Agreement. Such affidavit shall be in the form attached to this RFB as Attachment C.
- 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.

SCOPE OF WORK

The Project: Digital Imaging Services – St. Louis Public Library

General Description of Work: Proposer shall provide labor, materials and equipment to provide digital imaging/scanning services for the Library. The project includes the digitization of assorted Special Collections fragile source materials. The digital files will be utilized on the St. Louis Public website and hard copy output (prints), at actual size or larger, may be produced for exhibit or display uses and for patron requests.

Actual digital imaging capture/scanning services must be performed onsite.

The Library shall provide a minimum of seven hundred and fifty (750) items for digitization per month.

General

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

Variety of Source Material/Sizes

The chosen Proposer must be able to scan and process any of the following source materials. The collections to be used for the digitization projects will vary in media, size, and color content. Source materials could include, <u>but are not limited to</u>, brittle paper items such as newspapers, sheet music, drawings, cartoons, maps, photographic prints, pamphlets, magazines, book jackets, manuscripts, postcards, architectural renderings, blueprints and rare books, some with multiple oversized foldouts. Collection related ephemera and artifacts will require photographic capability and expertise. Photographs, negatives, slides, and glass plated comprise the photographic material to be digitized. Many of the aforementioned items and mounted, bound, encapsulated or over-sized. Size may vary from less than 1" X 1" to over 24" X 36". Media can include black/white, color, or halftones. To protect some of the collections, media may be housed in mylar.

The Proposer is required to provide a monthly production of seven hundred and fifty (750) direct digital captures (digitization) of assorted source materials, bound and unbound, currently in the collections of Library, regardless of size.

Proposer/Library Relationship

The chosen Proposer must be willing to work with the Library's Manager of Special Collections and Digital Archives or designee. Prior to each project, these staff members will define specific technical specifications and assure complete understanding by both the Library and Proposer of all outstanding issues. Issues can include, but not be limited to, period of testing, technical specifications, security, quality control, delivery dates and batch sizes of delivered media.

The Proposer should be able to light and produce digital files onsite, in a space provided by the Library. Multiple onsite service visits may be required due to the potential quantity of material under consideration for digitization. Additionally, the Proposer must be prepared to fulfill patron requests for digital files of specific material in a timely manner.

The Library will provide free parking for the Proposer and one employee in connection with the performance of services under the Contract during the Library's normal business hours.

Methodology

Due to the size, fragility, and often binding of this source material, flat bed, drum and roller scanners are not appropriate for the digital reformatting process. The selected method of digitization must provide the highest quality digital files and the least physical jeopardy to the originals. Lighting sources must have reduced heat and ultraviolet light output. Source material is usually digitized at 100% of the original size, with requested exceptions. Selected items may need to be digitized at 200% to 400% larger than actual size for research purposes or exhibition prints.

Digital Captures

All material, up to and including items up to 30" X 40", will be captured at actual size. Smaller material may be captured larger for exhibit use to show detail. The goal is maximum retention of detail and information, therefore software resolution increases or scanned film are not acceptable. All work will be done onsite, near the archived material. The Proposer will provide, operate, maintain and repair the required equipment to fulfill the technical requirements, at no additional cost to the Library.

The native file format will be the Tiff image file format. It is saved at the required 300 dpi and 24-bit RGB true color of 8 bit grayscale. The tiff files will be first generations, uncompressed, and will have a minimum of 3,000 pixels across the long side.

All files will be PC and Microsoft compatible. All project files will be saved to an appropriate storage device and uploaded to the Library server.

File Requirements

All digital files must be direct first generation 300 dpi Tiffs, version 4 or greater, either as gray scale or RGB color image files, depending on the original. Smaller material maybe digitized at 400 to 600 dpi depending on the amount of inherent detail. Files must be sharpened, tonal range and color adjusted to match each item. Scale must be correct. No compression is allowed. Conversions of other file formats, such as proprietary raw, to the Tiff format are not acceptable. Files must be PC and Microsoft OS compatible.

File Quality

Proposer file quality will be determined by file output (print), not on screen image. Print detail shall be compared to and judged against the original. Test files, produced onsite, maybe required for the awarding of this proposal. Test prints must be output by the Proposer, <u>not out sourced</u>, should a test be necessary for file comparison. Test prints must contain a measurable character legibility of .015 inch, with a reproducible line quality of .005 inch, common features of large format maps. Test participants do so at no cost to the Library.

Metadata Tagging

The raw Tiff files will be tagged automatically with specific technical creation information, such as document name, date/time of scan, file size, etc. Additional metadata may be entered manually, such as collection title and copyright information. The Library will attach all copyright information and related collection metadata.

File Transfer

The master Tiff files will be uploaded to the Library's server, as specified by the Library's Technology Services department. A copy of each file will be retained and utilized at the Library's request to produce prints, CD/DVDs/ or other file formats.

Post Production

All required post production, including scaling, correct orientation, cropping, sharpening, and color correction, will be produced for all raw Tiff files. This corrected raw Tiff file will be the master Tiff file for all uses, including printing, and the creation of all derivatives. Master Tiff files will not be sharpened per the Library's request.

Exhibition Printing

The Proposer will be required to produce exhibition grade prints of select files for exhibits and display purposes. To assure the highest quality and best color control are obtained from the digital files, the Proposer may not subcontract the printing without prior written approval from the Library. Prints must be on 100% rag paper and utilize archival inks. Prints may range in size from 8" X 10" to 40" X 60". Printing may be done offsite.

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

Except as other expressly provided herein, the selected Proposer may not assign the terms of the contract, nor subcontract the project, or any part of the project, at any time during the performance of the contract.

Digitization pricing:

PRICING/PRODUCTION PAGE

The monthly fee to digitize seven hundred and fifty (750) items, of any type, format, and/or size of material, will also include:

- On-site digital imaging/scanning services in space provided by the Library.
- Professional/commercial experience necessary for the handling, preservation, and digitization of archival materials.
- Equipment, including maintenance and repair, and staff provided by the Proposer.
- Priority service without rush charges.
- Direct file upload to the Library server (no DVDs).
- Secure pick up & transportation of materials from various Library locations.
- Ability to fulfill patron requests for prints in a cost effective and timely manner.
- Creation of files for various special projects for the Library.
- DVDs for special projects and patron requests.
- Recording logs, material condition notes, repacking for preservation storage and migration of information recorded on original storage material.

*Any format or type of Special Collections material.

Cost to Digitize Additional Material Monthly

The cost to digitize material, greater than the selected monthly quantity, is as listed below:

Source Material	Cost Per Item	1	1000	2500	5000
4" X 7" Rare book page, bound		\$	\$	\$	\$
8" X 10" glass plate negative		\$	\$	\$	\$
11" X 17" newspaper page, bound		\$	\$	\$	\$
30" X 40" architectural rendering, linen		\$	\$	\$	\$
40" X 50" map, encapsulated		\$	\$	\$	\$

Pricing should include all anticipated expenses, including but not limited to, setup fees, and postproduction time.

Printing Pricing: Exhibition Grade Archival Prints, 100% rag paper:

Sizes	Cost per Prints	1	10. same file	10. different file
8" X 10"		\$	\$	\$
11" X 14"		\$	\$	\$
16" X 20"		\$	\$	\$
20" X 24"		\$	\$	\$
30" X 40"		\$	\$	\$
40" X 60"		\$	\$	\$

Additional Costs:				
Computer Time: Hourly rate for digital	al restoration or e	nhancement	\$	_ per hour
Duplicate DVDs:			\$	_ per disc
Production information:				
Projected starting date:				
Estimated onsite time to digitize:	1000	2500	5000	
Working days				
Contract Pricing Extension Terms:				
There will be no price increase(s) during should contract be extended:	g the one-year ter	m of the contr	act. Please show	maximum price increase
1 st Renewal Period:	%	maximum inc	erease.	
2 nd Renewal Period:	0/	maximum in	crease	

Payment Terms: Net 30 days

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):	Market Control of the		
,			
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 MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC

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:

Its Secretary