#### **REQUEST FOR PROPOSAL**

RFP NO: 22-990800 SEND PROPOSALS TO:

**DATE ISSUED:** July 11, 2022 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

PROPOSAL DUE DATE: July 28, 2022 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 RFP 22-990800 SNOW REMOVAL SERVICES

This Proposal is subject to all the terms and conditions of this Request for Proposals and any Proposer Representations, as well as accompanying specifications. The signature of the Proposer indicates that Proposer understands these documents and will comply with them.

| Name, Address, and Contact Information of Authorized Representative of Proposer |
|---|
| Print Name:   |
| Print Title:  |
| Print Company Name:   |
| Print Address, City, State, Zip:  |
| Print Telephone:  |
| Print Email:  |
| Proposer Signature:   |
| Proposer (Check One): Individual Corporation PartnershipLLC  Other (Describe)   |

# BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 22-990800 SNOW REMOVAL SERVICES

#### REQUEST FOR PROPOSALS (S) SCHEDULE

| RFP Issued  | July 11, 2022             |
|---|---------------------------|
| Public Notification of RFP                              | July 11, 2022             |
| Questions from Proposer due to St. Louis Public Library | July 18, 2022 @ 2:00 p.m. |
| RFP Due Date  | July 28, 2022 @ 2:00 p.m. |

## BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 22-990800 SNOW REMOVAL SERVICES

#### INSTRUCTIONS TO PROPOSERS

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

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

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

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

Questions about the RFP should be made in writing and directed to Rita Kirkland, Assistant Business Manager, at rkirkland@slpl.org or at the address provided below. Responses, when provided, will be included in a written amendment. To preserve the integrity of the selection process, questions regarding this RFP should only be directed in writing to Ms. Kirkland, <a href="maintended:rkirkland@slpl.org">rkirkland@slpl.org</a>. <a href="maintended:Proposal inquiries must be submitted in writing for the St. Louis Public Library review no later than Monday, July 18, 2022, by 2:00 p.m., to allow for the St. Louis Public Library's reply prior to proposal submissions.

Proposals must be in ink or typewritten and must be manually signed by a company official. *All Proposal document pages should be initiated and dated by the company submitting the Proposal*. It is the responsibility of the Proposer to deliver the Proposal and/or RFP modification on or before the hour and date specified for the receipt of Proposers.

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

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

Proposal 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. Proposals opening at that location on Thursday, July 28, 2022. *IN ADDITION*, *THE ST. LOUIS PUBLIC LIBRARY ACCEPTS EMAIL PROPOSALS*. PLEASE SEND YOUR EMAIL PROPOSAL RESPONSE TO: bids@slpl.org. The Proposal RFP number shall show in the subject line of the email.

## BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 22-990800 SNOW REMOVAL SERVICES

#### REQUEST FOR PROPOSAL

July 11, 2022

#### 1. INTRODUCTION

The St. Louis Public Library requests Proposals from qualified proposer for SNOW REMOVAL SERVICES FOR ALL SLPL LOCATIONS

Proposals must be received no later than 2:00 p.m. on July 28, 2022. Sent Proposals to:

Rita Kirkland, Assistant Business Manager Board of Directors of the City of St Louis Municipal Library District DBA St. Louis Public Library 1415 Olive Street St. Louis, MO 63103-2389

Electronic submissions will be accepted. The email address is bids@slpl.org.

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

Questions and clarification inquiries about this RFP must be received prior to 2:00 p.m. Monday, July 18, 2022. To preserve the integrity of the selection process, direct all questions for this RFP to Rita. Kirkland: <a href="mailto:rkirkland@slpl.org">rkirkland@slpl.org</a> in writing, only.

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

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

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

#### TERMS AND CONDITIONS

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

- **A.** <u>Labor and Materials.</u> The Proposer shall provide all labor, materials and supplies for the services to be performed under this RFP.
- B. Agreement Period. The Agreement (s) shall have an initial term of One (1) year commencing no later than November 2022 and ending in March 2022 unless earlier terminated or renewed. The agreement (s) may be renewed by the mutual agreement of the parities for up to two (2) terms of one (1) year(s) each.
- **C.** Form of Agreement. The submission of a Proposer constitutes the agreement of any submitting Proposal that any contract to be drawn as a result of an award to the Proposal will be prepared by counsel for the St. Louis Public Library and will be the controlling agreement. The Proposers are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes.
- **D.** Compliance with Laws. In performing under a Vendor Agreement, the selected Proposals 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.
- **E.** Out of State Proposer. It shall be a condition to a Vendor Agreement that any out-of-state Proposer that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Missouri.
- E. Prime Contractor Responsibility. Planned use of subcontractors in connection with a Vendor Agreement should be clearly explained and described in the Proposal. The use of any subcontractor in connection with the Services shall be subject to the approval of the St. Louis Public Library, and any approved subcontractor shall agree to be bound by and subject to all terms and conditions of a Vendor Agreement between the St. Louis Public Library and the selected Proposer. The Proposer as prime contractor will be responsible and must take responsibility for the performance of all Services under a Vendor Agreement whether or not subcontractors are used.
- F. Independent Contractor. It is expressly understood and agreed that the selected Proposal 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 Proposal represents and warrants that no persons supplied by it in the performance of a Vendor Agreement are employees of the St. Louis Public Library and further agrees that no rights of the St. Louis Public Library's retirement or personnel rules accrue to such persons. The Proposer shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and insurance, unemployment compensation, other benefits and taxes and premiums, appurtenant thereto concerning all employees and personnel provided by Proposer in the performance of the Services under a Vendor Agreement and shall indemnify and hold the St. Louis Public Library harmless with respect thereto.
- G. <u>Indemnification</u>. Proposer shall defend, indemnify and hold harmless the St. Louis Public Library and its directors, officers, employees, representatives, agents contractors, subcontractors, licensees and successors and assigns from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, error, omissions conduct, or operations of Proposer, provided that any such claim, damage, loss, or expense is caused or is

claimed or alleged to have been caused, in whole or in part, by any negligent act, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts of 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. Proposer shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of a Vendor Agreement, which policies shall protect against any loss or claim arising from or relating to a Vendor Agreement, the Services and activities, or presence at the St. Louis Public Library facilities, and any act or omission of Proposer or its employees and/or agents or subcontractors in connection with the Services provided under a Vendor Agreement, and shall cover the contractual indemnification liability assumed by the Proposer or pursuant to a Vendor Agreement.
  - 1. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, special form property damage, fire legal liability, contractual liability, independent contractors, errors and omissions, and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Proposer's activities at Central Library. Any deductible shall be at Proposer's expense.
  - 2. Business, automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00).
  - 3. Worker's Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Proposer's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit.
  - 4. Blanket employee dishonesty coverage with One Hundred Thousand Dollars (\$100,000) limit, with coverage extending to funds and/or property held by Proposer on behalf of St. Louis Public Library.
  - 5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Proposal shall be Proposer's responsibility. The St. Louis Public Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Proposer.
  - 6. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections I. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.

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

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

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

- I. E-Verify. The Proposal must agree to enroll in and participate in the E-Verify Program as required by Section 285.530 of the Missouri Revised Statutes, as amended, during the hiring process for all employees hired after the date of a Vendor Agreement. The Proposer must agree to require its subcontractors who may perform work under a Vendor Agreement to certify to Proposer that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Verify program. The Proposer must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The St. Louis Public Library may terminate a resulting Vendor Agreement for default if the Proposer fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the St. Louis Public Library of such breach. As a condition to entering into a Vendor Agreement, the Proposer must execute the E-Verify Affidavit, which shall be an exhibit to a Vendor Agreement. Such affidavit shall be in the form attached to this RFP as Attachment C.
- **J.** <u>Performance Uninterrupted</u>. Proposer shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the proposer shall be in sole discretion of the St. Louis Public Library.
- K. <u>Communications.</u> The Proposer shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public Library management to provide updates regarding the Services performed. The Proposer shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.
- L. Proposer shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services in a public St. Louis Public Library environment under a Vendor Agreement. Proposer shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Proposer who, in the opinion of the St. Louis Public Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the St. Louis Public Library in its sole discretion, be reassigned or removed from performing any further duties related to the Services to be provided under a Vendor Agreement. In the performance of the Services under a Vendor Agreement, Proposer and its staff shall comply with the St. Louis Public Library's Policy for Appropriate Use of the Library, as may be amended from time to time.
- M. <u>Laws & Ordinances</u>. Proposer shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and Services under a Vendor Agreement at Central Library.
- N. <u>Timing</u>. The successful Proposer 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 Proposer shall operate in compliance with all applicable local, state and federal laws, regulations and ordinances and in accordance with the Library's Policies and Procedures as may be amended from time to time. It is the Proposer's sole responsibility to obtain and maintain all appropriate licenses and permits for its operation in the performance of the Services.

#### P. AWARD

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

- 1. The right is reserved by the Library to cancel the RFP or to reject in whole or in part when it is for good cause and in the best interests of the Library any and all Proposals and to waive any irregularity or informality with respect to any proposal. The Library reserves the right to split awards, make multiple awards and to reject all Proposals.
- 2. Discussions may be conducted with responsible Proposer who submit Proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the RFP requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing Proposals or of any information derived from Proposals submitted by competing Proposers.
- 3. Subject to the terms of this RFP, an award will be made by the Library to the responsible Proposer whose Proposal is determined in writing to be the most advantageous to the Library, taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.
- 4. The selected Proposer shall enter into a Vendor Agreement consistent with this RFP.
- 5. Proposer 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.

## BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 22-990800 SNOW REMOVAL SERVICES

#### **SCOPE OF WORK**

Contractor shall remove snow from parking lots, steps, entrances and exits, receiving ramps, garage entrances and the entire side walk area of all Branches, Central Library, Central Library West and additional Library properties. Contractor to provide all snow and/or ice removal services from an overnight event prior to 7:30am unless weather conditions do not allow. Contractor must meet with Library Representative for familiarization of properties to ensure parking lots, sidewalks, entrances, landscape, driveways and property lines belonging to the Library are understood as well as to prevent landscaping and sprinkler systems from being damaged.

Bidders are required to complete and return the attached Pricing Page based on a seasonal contract covering the period of *November 1 through March 31* of a given contract year with the option to renew two additional contract periods (each covering the time period *November 1*<sup>st</sup> of one year through *March 31*<sup>st</sup> of the following year).

All walkways and paths shall be plowed a minimum of 6' wide, unless the walkway is less than 6 ft., in which case the entire width of the path will be cleared. Contractor will respond immediately when snowfall meets or exceeds two (2) inches within the St. Louis Metropolitan Area.

PROPOSERS ARE STRONGLY ENCOURAGED TO VISIT EACH SITE BEFORE SUBMITTING PROPOSAL. FAILURE OF PROPOSER TO VIST SAID SITES SHALL NOT CONSTITUTE A REASON FOR PRICE INCREASES FOR COMPLETED WORK.

#### **GENERAL**

- 1. Contractor is to comply with any and all applicable laws, regulations, and/or ordinances which shall apply for part of this bid request.
- 2. Contractor hereby agrees to procure Comprehensive Liability and Property Damage Insurance, which will include the St. Louis Public Library as an additional insured. In the amount of not less than one million dollars (\$1,000,000) inclusive. Contractor to furnish certified copies of such insurance indicating full coverage prior to commencing work on the contract. The Library may require satisfactory evidence, from time to time, that all premiums have been paid and that the said policy is in full force and in effect.

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

#### **RESPONSIBILITY OF CONTRATOR**

The Contractor shall furnish all labor, tools, material, equipment, insurance and transportation for the removal of snow and/ or ice.

The Contractor shall institute all reasonable safety precautions at the sites(s).

#### **CONTRACT TERMINATION**

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

#### **TERMS OF CONTRACT**

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

#### **DURATION OF CONTRACT**

- 1. Proposers shall submit pricing. Based on a one-season contract which shall be in effect for the winter season of 2022/2023.
- 2. Season or winter season shall mean the period from November 1, 2022 through March 31, 2023.
- 3. The date of commencement of work may be advanced or altered.
- 4. Bidders shall furnish satisfactory evidence that they have the ability and experience in this class of work to enable them to execute the same successfully, and to complete it in the time stated in the contract.
- 5. Proposers 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 there (3) references giving the name of the organization, address, telephone number and name of contact person.

#### **QUALITY CONTROL**

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

#### **EQUIPMENT**

- 1. If requested, Contractor shall provide the St. Louis Public Library with a list of equipment used in the removal of snow from prescribed parking lot entrances and exists. Contractor shall also include equipment used to spread ice-melting compound and/or sand on prescribed areas. Contractor shall not use equipment that my cause damage the parking lot, driveway, sidewalk and turf. A minimum or two trucks with plows must be dedicated to the SL Louis Public Library account to ensure snow and ice is removed in a timely manner.
- 2. Successful proposer shall be responsible for all operators' wages, insurance, licenses, maintenance, repairs and all other operating costs, including necessary fuel, associated with the execution or this contract.

#### **ICE-MELTING COMPOUND AND SAND SUPPLIES**

Contractor shall submit with his/her proposal the brand name of any and/or all ice-melting compound or compounds to be provided when spreading on prescribed surfaces, and shall provide Material Safety Data Sheets for said compounds(s). Contractor shall provide any pricing adjustments for use of different ice-melting compounds. The authorized St. Louis Public Library representative must authorize use of ice-compounds with additional cost.

#### **SUB-CONTRACTING**

- 1. Successful proposer shall not assign, transfer or sublet this contract or any portion thereof without he written consent of the St. Louis Public Library.
- 2. Upon request by the authorized Library Representative, Contractor shall perform snow removal at individual locations. When there is a prolonged snow, Contractor shall use discretion in determining whether the second plow is necessary. Any additional plow after the second pass will require prior approval by the authorized by Library Representative.
- 3. In consultation with the Library's designated official, the Contractor shall spread ice-melting compound and screened sand provided by Contractor, on prescribed areas highlighted 0n attached site drawings, for the purpose of providing ice-melting ability of and/or traction on the prescribed ice-covered surfaces when general icing conditions exist in the St. Louis Metropolitan Area.
- 4. Contractor shall submit pricing for snow removal at individual facilities. Upon the Library's request, Contractor shall perform snow removal at individual locations, when general snow fall in the St. Louis Metropolitan Area is less than two inches, but may have exceeded the two-inch level in a given facility's area.
- 5. Bidders shall estimate total hours for completion of all branches as a requirement of this solicitation.

#### **OPERATORS**

- 1. Contractor shall provide an adequate number of qualified operators to enable them to operate the equipment continuously 24 hours a day if necessary.
- 2. The assigned operators and replacements shall be fully qualified and experience in the effective operation of the equipment to be employed. The successful bidder shall designate

an individual or individual(s) with supervisory discretion to control activities of assigned operators. Contractor shall provide to the Library the name of said individual(s) and shall provide a telephone and/or pager number where Contractor may be reached during normally non-operational hours. Each bidder shall submit with his/her bid a list of those experienced persons who shall be employed to operate Contractor's equipment on Library property.

#### **INSURANCE**

Following are the requirements of the St. Louis Public Library, Owner.

#### 1) Commercial General Liability including Personal Injury:

\$3,000,000/\$1,000,000 Commercial General Liability includes coverage premises-Operations, Products/Completed Operations Hazard, Contractual Liability, Broad Form Property Damage, Independent Contractors and Personal Injury Liability. Commercial General Liability includes Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious prosecution, Libel, Slander, Defamation or Violation of Right of Privacy, Wrongful Entry or Eviction or other Invasion or Right of Private Occupancy).

#### 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) **Automobile Liability Insurance:**

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

#### 4) Additional Insured Parties shall read as follows:

"The St. Louis Public Library"

#### 5) Certificate is also to include as previously stated in contract:

All coverages shall apply to all locations where the named insurers are performing services for the holder of the certificate. All such insurance shall be primary and non-contributory, and in the event of any cancellation or material change in coverage, notice must be given at least thirty (30) days in advance to Agent for 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

#### **INSPECTION**

1. Contractor's equipment shall meet or exceed local vehicle code requirements, and shall have been inspected within the preceding ninety (90) days prior to commencement of this contract. Contractor shall have written copy of inspection contained within his/her business files and shall provide a copy of said inspection upon request of designated Library official.

- 2. If and whenever requested by the Library's designated official, Contractor shall arrange for the Library official's personal inspection of said equipment.
- 3. The Library may at any time request that a given piece of the Contractor's equipment be re-inspected with written evidence of said inspection provided the Library's designated official once completed.

#### **CONDITIONS OF PAYMENT**

Contractor shall submit invoices specifically and individually outlining date, location, and type of service given as well as pricing (as outlined on Attachment A), with a line item entitled "Total Invoice Amount." As the Library is a tax-exempt entity, no sales or service taxes shall be included on said invoices. Library payment terms are Net 30 days.

#### CONTRACTOR'S SUBSTANDARD PEFORMANCE/DEFAULT

- 1. In the event that the Contractor fails to perform the services herein provided, the Library may notify the Contractor of the default by letter or telegram, and require that the default be remedied to the satisfaction of the Library within ten (10) days, in default of which the Library is entitled to remedy such default, and the costs of so doing shall be deducted from payments.
- 2. In the event that equipment, after starting operation, is not available as required due to mechanical breakdown or lack of an operator familiar with assigned roads, the Library reserves the right to deduct twenty percent (20%) from the contracted service price for each four-hours delay in service completion. If it can be shown by the Contractor, to the satisfaction of the Library, that the down-time is caused and continues as a result of conditions over which the Contractor has no control, the damage shall not be imposed for that portion of the down-time that is reasonably beyond the control of the Contractor.

#### DESIGNATED LIBRARY OFFICIAL

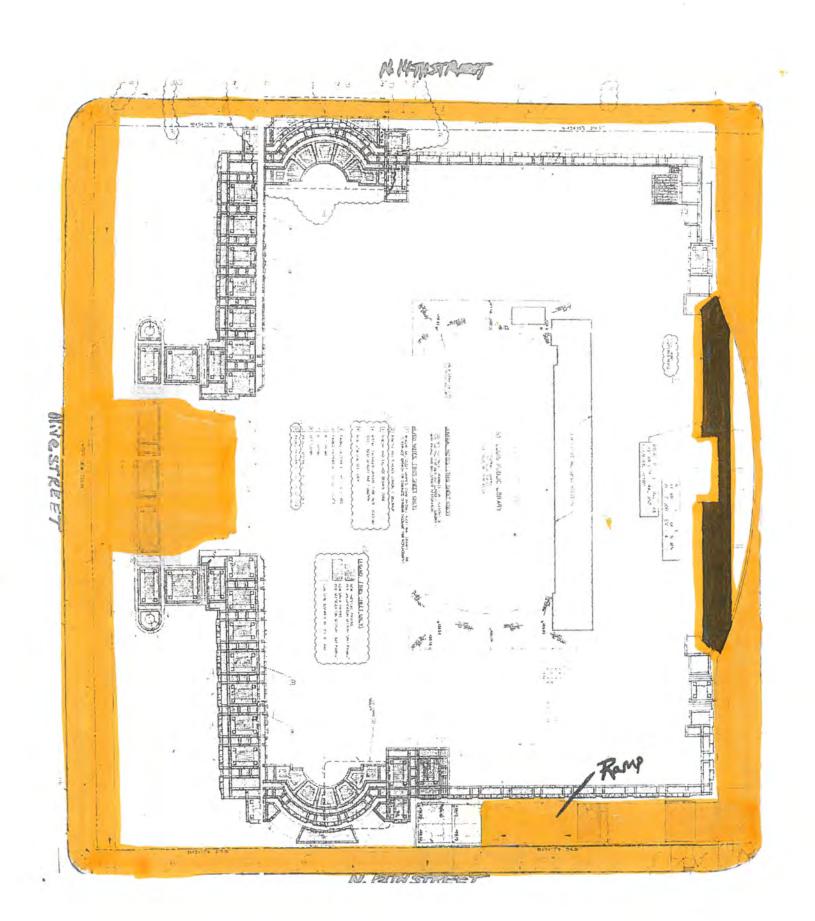
For the answers to questions, or for acquiring additional information, please contact Rita Kirkland, Assistant Business Manager at (314) 569-0313, or Angela Nolin, Manager of Building Services at (314) 436-7179.

## BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 22-990800 SNOW REMOVAL SERVICES

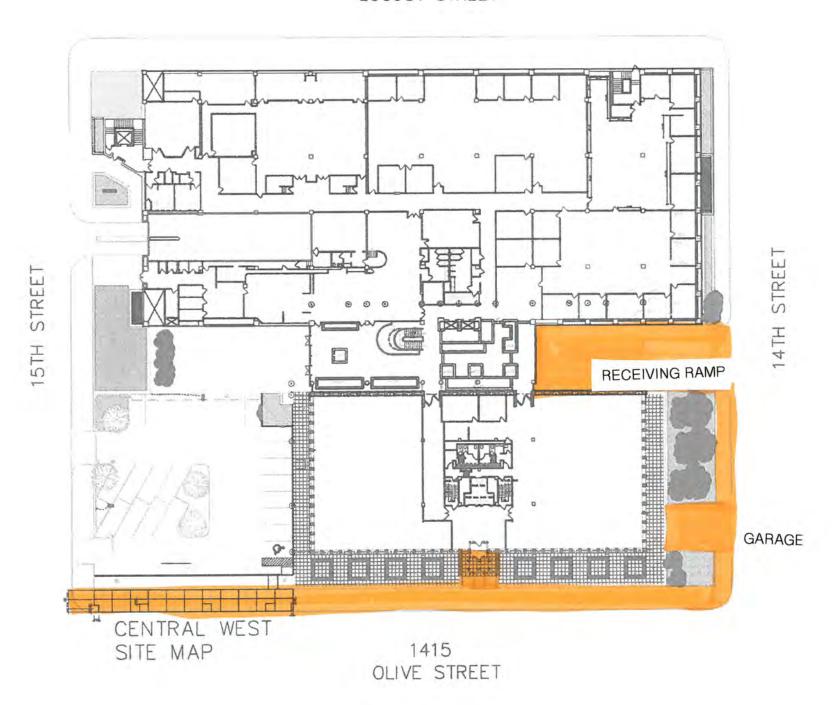
| LOCATION  | PARKING LOT<br>SALTING | PARKING<br>LOT<br>PLOWING | HANDWORK-<br>SIDEWALK<br>SHOVELING,<br>ETC. | HANDWORK-SALTING<br>(CALCIUM<br>CHLORIDE/POTTASSIUM<br>CHLORIDE) ONLY |
|---|------------------------|---------------------------|---|---|
| Administration Bldg.                            |                        |                           |   |   |
| 1415 Olive St.                                  |                        |                           |   |   |
| St. Louis, MO 63103                             |                        |                           |   |   |
| 15 <sup>™</sup> Street Parking                  |                        |                           |   |   |
| St. Louis Public Library                        |                        |                           |   |   |
| Intersection of 15 <sup>th</sup> & Olive Street |                        |                           |   |   |
| St. Louis, MO 63103                             |                        |                           |   |   |
| Central Library                                 |                        |                           |   |   |
| 1301 Olive St.                                  |                        |                           |   |   |
| St. Louis, MO 63103                             |                        |                           |   |   |
| Baden Library                                   |                        |                           |   |   |
| 8448 Church Rd.                                 |                        |                           |   |   |
| St. Louis, MO 63147                             |                        |                           |   |   |
| Barr Library                                    |                        |                           |   |   |
| 1701 Jefferson Ave.                             |                        |                           |   |   |
| St. Louis, MO 63104                             |                        |                           |   |   |
| Buder Library                                   |                        |                           |   |   |
| 4401 Hampton Ave.                               |                        |                           |   |   |
| St. Louis, MO 63109                             |                        |                           |   |   |
| Cabanne Library<br>1106 Union Blvd.             |                        |                           |   |   |
| St. Louis, MO 63113                             |                        |                           |   |   |
| Carondelet Library                              |                        |                           |   |   |
| 6800 Michigan Ave.                              |                        |                           |   |   |
| St. Louis, MO 63111                             |                        |                           |   |   |
| Carpenter Library                               |                        |                           |   |   |
| 3309 S. Grand Ave.                              |                        |                           |   |   |
| St. Louis, MO 63103                             |                        |                           |   |   |
| Compton Library                                 |                        |                           |   |   |
| 1624 Locust Ave.                                |                        |                           |   |   |
| St. Louis, MO 63103                             |                        |                           |   |   |
| Divoll Library                                  |                        |                           |   |   |
| 4234 N. Grand Blvd.                             |                        |                           |   |   |
| St. Louis, MO 63107                             |                        |                           |   |   |
| Julia Davis Library                             |                        |                           |   |   |
| 4415 Natural Bridge Ave.                        |                        |                           |   |   |
| St. Louis, MO 63115                             |                        |                           |   |   |
| Kingshighway Library                            |                        | <u> </u>                  |   |   |
| 2260 S. Vandeventer Ave.                        |                        |                           |   |   |
| St. Louis, MO 63110                             |                        |                           |   |   |
| Machacek Library                                |                        |                           |   |   |
| 6424 Scanlan Ave.                               |                        |                           |   |   |
| St. Louis, MO 63139                             |                        |                           |   |   |
| Walnut Park Library                             |                        |                           |   |   |
| 5760 W. Florissant Ave.                         |                        |                           |   |   |
| St. Louis, MO 63147                             |                        |                           |   |   |
| TOTAL:  |                        |                           |   |   |
| GRAND TOTAL FOR ROJECT:                         | \$                     |                           |   |   |

| Maximum Percentage Increase, 2 <sup>nd</sup> Year | % |
|---|---|
| Maximum Percentage Increase, 3 <sup>rd</sup> Year | % |

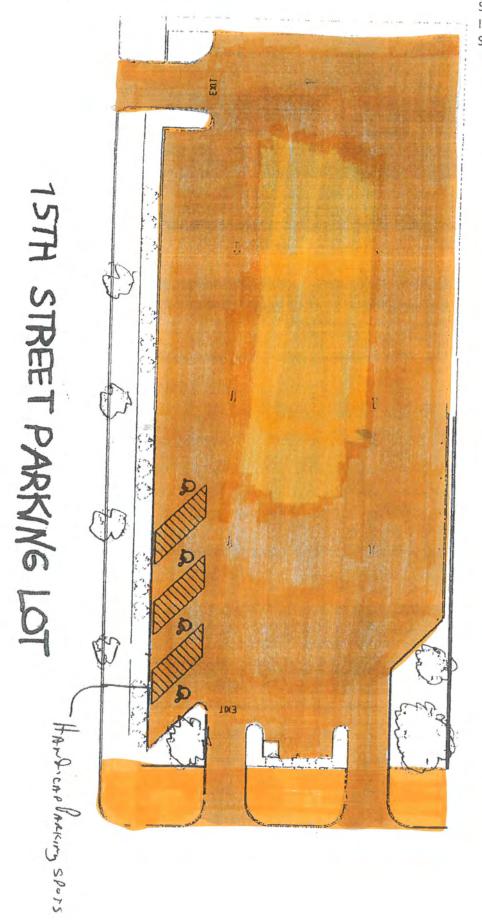
Central Library 1301 Olive St St Louis MO 63103

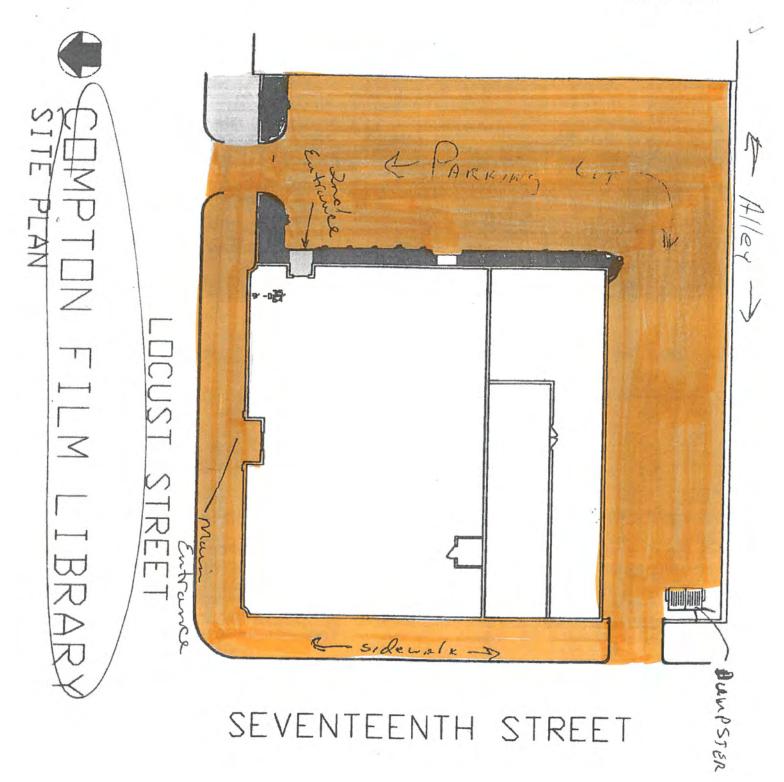


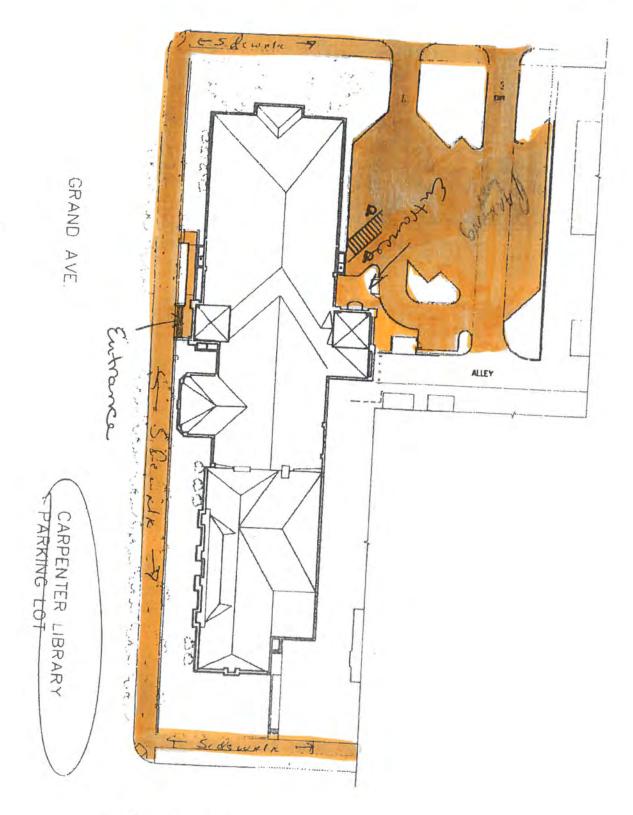
### LOCUST STREET



15th St Parking St Louis Public Library Intersection 15th & Olive St St Louis MO 63103

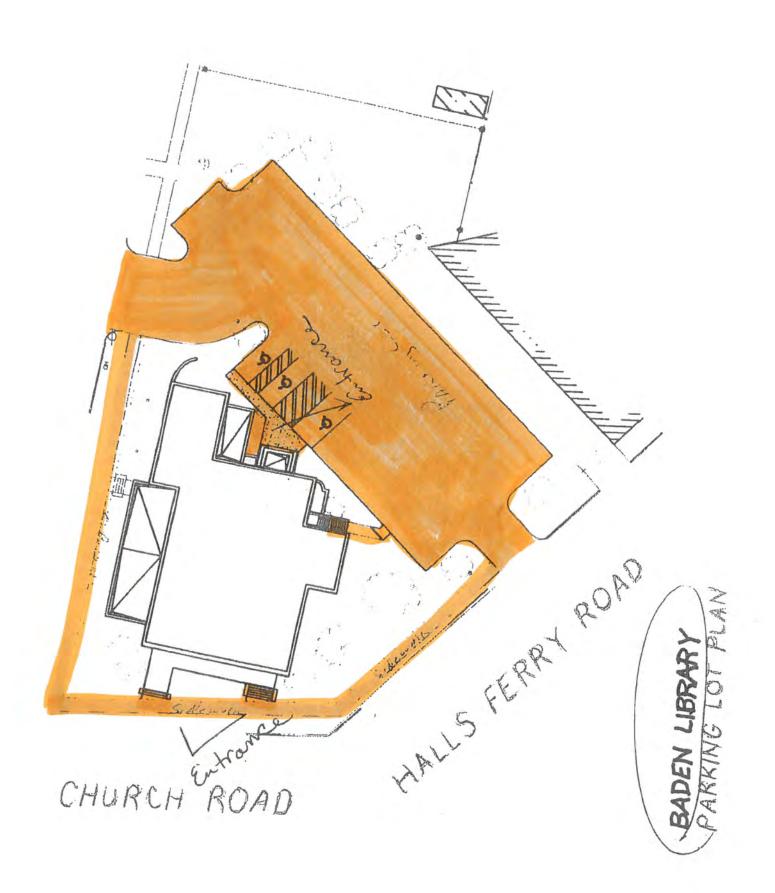




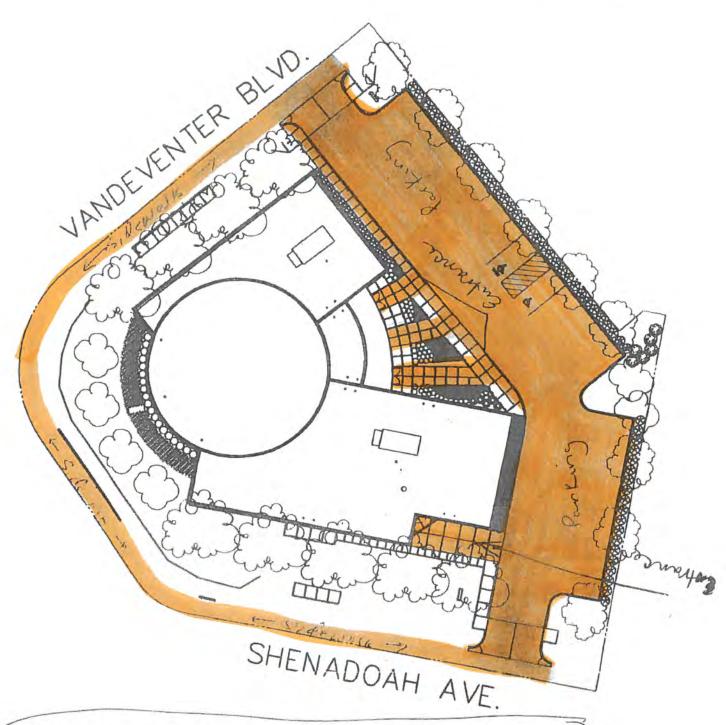


UTAH STREET

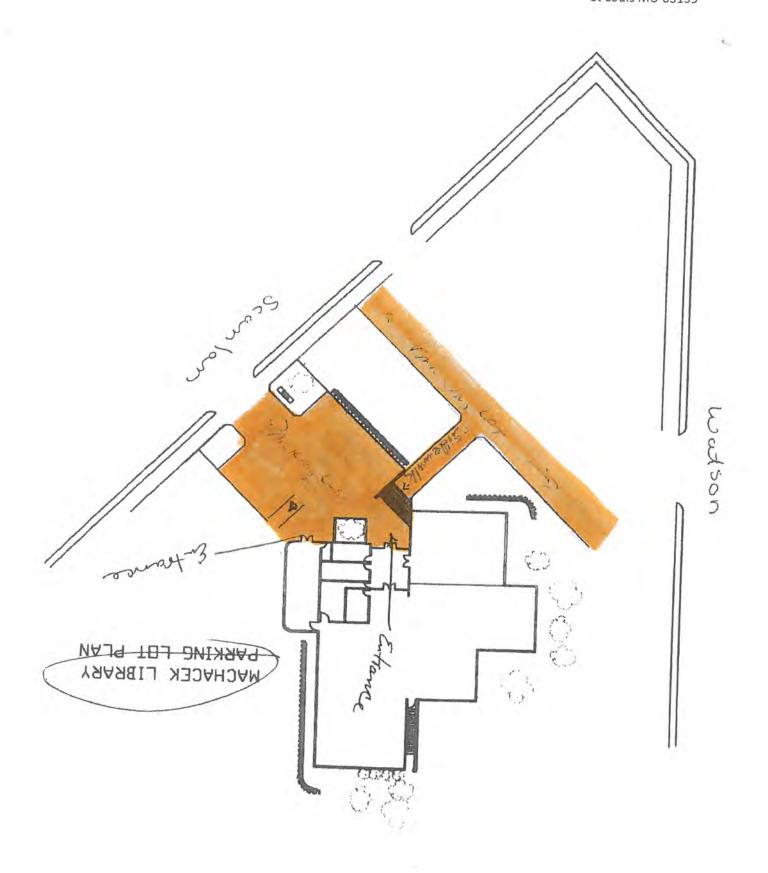
Baden Branch St Louis Public Library 8448 Church Rd St Louis MO 63147



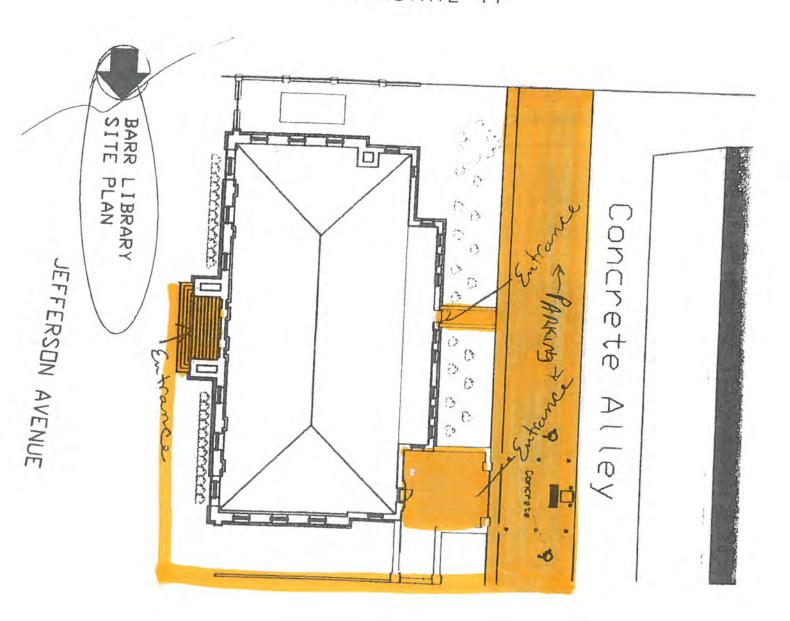
Kingshighway Branch St Louis Public Library 2260 S Vandeventer Ave St Louis MO 63110



KINGSHIGHWAY BRANCH



## INTERSTATE 44



LAFAYETTE AVENUE

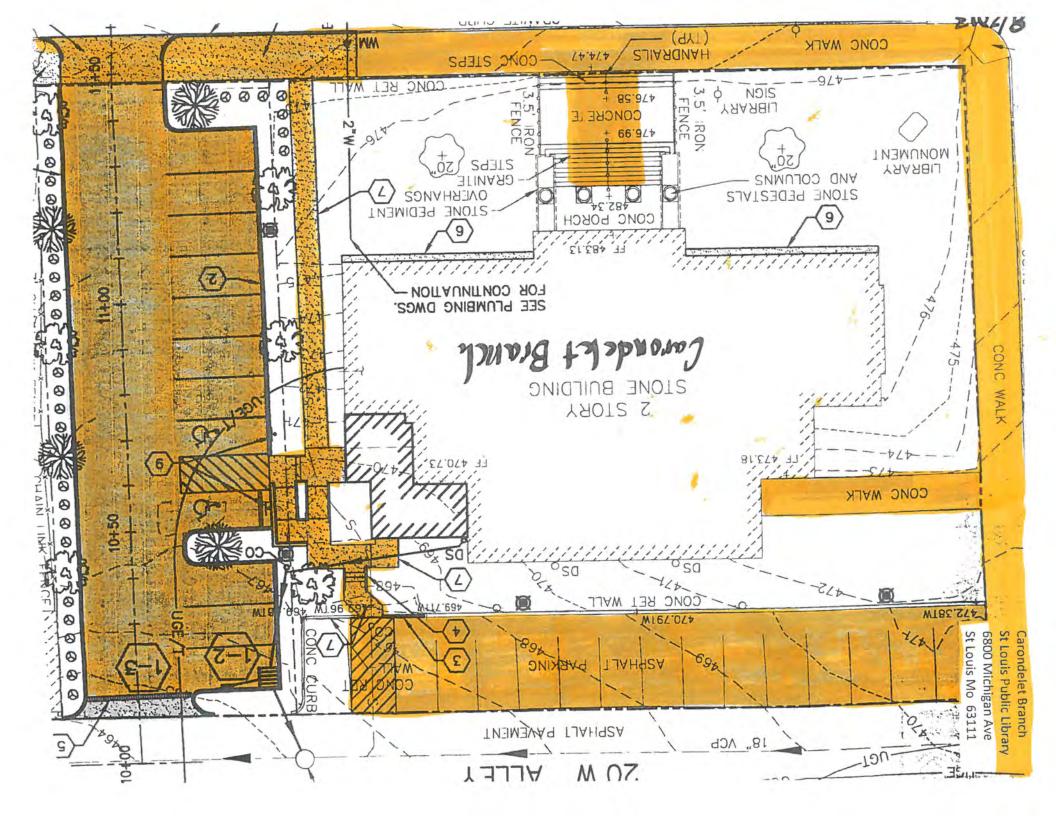
4415 Natural Bridge Ave St Louis MO 63115 NATURAL BRIDGE A Stock Vent Rool Droin and overflow DRIVEWAY Vent boot Ven! ₹# UTR Vent booh RIU NZ

Julia Davis Branch St Louis Public Library

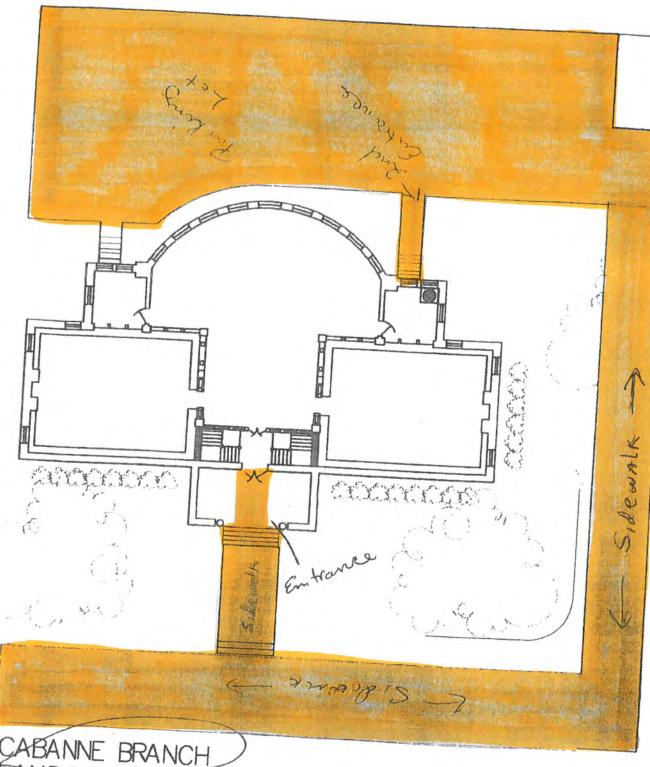
Walnut Park Branch St Louis Public Library 5760 West Florissant Ave St Louis MO 63147 West Florissant UIII WALNUT PARK PARKING LOT PLAN 

Buder Branch St Louis Public Library 4401 Hampton Ave





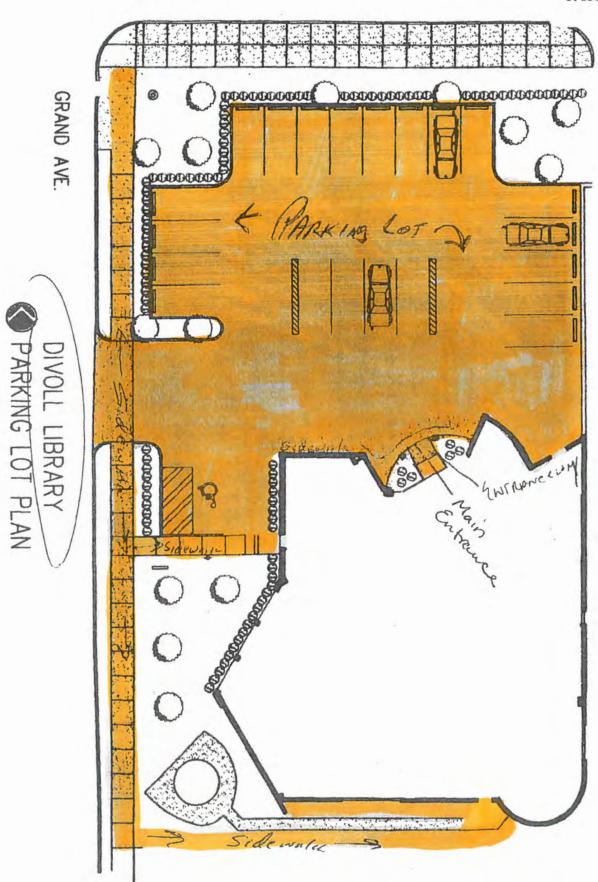
Cabanne Branch St Louis Public Library 1106 Union Blvd St Louis MO 63113



CABANNE STREE

CABANNE BRANCH EANDSCAPING PLAN

### CARTER AVE.



#### ATTACHMENT D

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

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

| Proposer:               | <br> | <br> |
|-------------------------|------|------|
|                         |      |      |
| By (Written Signature): | <br> | <br> |
|                         |      |      |
| Printed Name:           |      | <br> |
|                         |      |      |
| 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 Proposer entering into a contract with the St. Louis Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Proposer is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exists.

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

| Proposer:               | <br> | <br> |
|-------------------------|------|------|
|                         |      |      |
| By (Written Signature): |      | <br> |
|                         |      |      |
| 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. <u>Administration</u>. 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