

REQUEST FOR PROPOSAL

RFB NO: 22-004067

DATE ISSUED: September 26, 2022

SEND BIDS TO:

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@spl.org

BID DUE DATE: October 14, 2022 by 2:00 p.m.

ASSISTANT BUSINESS MANAGER: Rita Kirkland

EMAIL ADDRESS: rkirkland@spl.org

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
RFP 22-004067 ELEVATOR MAINTENANCE & SERVICE AGREEMENTS**

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: _____

Bidder Signature: _____

Bidder is : ____ individual ____ corporation ____ partnership ____ LLC ____

Other – describe _____

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 22-004067
REQUEST FOR BID(S) SCHEDULE**

RFP Issued	September 26, 2022
Public Notification of RFP	September 26, 2022
Pre-bid Walkthrough *Meet at Central West (1415 Olive Blvd., 63103)	October 5, 2022 @ 9:00 a.m.
Questions from Bidders deadline to Library	October 10, 2022 @ 10:00 a.m.
RFP Due	October 14, 2022 @ 2:00 p.m.

Locations & address listed below:

Central West (1415 Olive Blvd., 63103)
Barr Library (1701 South Jefferson Ave., 63104)
Buder Library (4401 Hampton Ave., 63109)
Carondelet Library (6800 Michigan Ave., 63111)
Carpenter Library (3309 South Grand Blvd., 63118)
Central Library (1301 Olive Street, 63103)

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 22-004067**

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, rkirkland@slpl.org. **Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Monday, October 10, 2022, by 10:00 a.m.,** to allow for the St. Louis Public Library's reply prior to Bid 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.

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**, 2:00 p.m. Bid opening at that location on October 14, 2022. EMAIL BIDS ALSO 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
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY
RFP 22-004067 ELEVATOR MAINTIENANCE & SERVICE AGREEMENTS

REQUEST FOR PROPOSAL

September 26, 2022

1. INTRODUCTION

The St. Louis Public Library requests Proposals from qualified proposer for
ELEVATOR MAINTIENANCE & SERVICE AGREEMENTS

Bids must be received no later than 2:00 p.m., October 14, 2022 by:

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

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

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

Questions and clarification inquiries about this RFP must be received prior to 10:00 a.m. Monday, October 10, 2022. To preserve the integrity of the selection process, questions regarding this RFP should only be directed in writing to Rita. Kirkland: rkirkland@slpl.org

The St. Louis Public Library wishes to engage a firm 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 Proposer Services 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. **Labor and Materials.** The Proposer shall provide all labor, materials and supplies for the services to be performed under this RFP.
- B. **Form of Agreement.** The submission of a 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.
- C. **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.
- D. **Out of State Proposal.** 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. **Indemnification.** Proposer shall defend, indemnify and hold harmless the St. Louis Public Library and its directors, officers, employees, representatives, agents contractors, subcontractors, licensees and successors and assigns from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, error, omissions conduct, or operations of Proposer, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, 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. **Performance Uninterrupted**. Proposer shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the proposer shall be in sole discretion of the St. Louis Public Library.
- K. **Communications**. The Proposer shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public Library management to provide updates regarding the Services performed. The Proposer shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.
- L. Proposer shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services in a public St. Louis Public Library environment under a Vendor Agreement. Proposer shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Proposer who, in the opinion of the St. Louis Public Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the St. Louis Public Library in its sole discretion, be reassigned or removed from performing any further duties related to the Services to be provided under a Vendor Agreement. In the performance of the Services under a Vendor Agreement, Proposer and its staff shall comply with the St. Louis Public Library’s Policy for Appropriate Use of the Library, as may be amended from time to time.
- M. **Laws & Ordinances**. Proposer shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and Services under a Vendor Agreement at Central Library.

- N. **Timing.** The successful Proposer must be ready to begin services no later than thirty (30) days after date of contract execution.
- O. **Compliance with Laws.** The selected Proposer shall operate in compliance with all applicable local, state and federal laws, regulations and ordinances and in accordance with the Library's Policies and Procedures as may be amended from time to time. It is the Proposer's sole responsibility to obtain and maintain all appropriate licenses and permits for its operation in the performance of the Services.

P. AWARD

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

1. The right is reserved by the Library to cancel the RFP or to reject in whole or in part when it is for good cause and in the best interests of the Library any and all Proposals and to waive any irregularity or informality with respect to any proposal. The Library reserves the right to split awards, make multiple awards and to reject all Proposals.
2. Discussions may be conducted with responsible 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.

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:

(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

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 contract for two (2) one-year periods, or a portion thereof. In the event that the St. Louis Public Library exercises its options, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentages of increases if stated in on the pricing page of the contract. If the pricing page does not include such percentages or if applicable spaces are left blank, prices during the renewal periods shall be the same as during the original contract.

QUALITY CONTROL

The Bidder 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.

INVOICING

Contractor shall submit itemized invoices detailing services performed, location, and length of time devoted to each aspect of services, with "Total Billing Price" listed to: Attn: Department of Finance-Accounts Payable, St Louis Public Library. 1415 Olive St, St Louis MO 63103. A SAMPLE INVOICE SHOULD BE SUBMITTED WITH THE BID RESPONSE DETAILING A TYPICAL BILLING FOR SIMILAR SERVICE. The St. Louis Public Library payment terms are net 30 days.

PRICING

Bidder is cautioned to carefully price each service outlined on the attached pricing page.

EXCLUSIONS

These specifications do not include the refinishing of inside of car, finish materials on car or hoistway doors, or any structural part of the elevator shaft.

ASSIGNMENT

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

PROGRAM REQUIREMENTS

Elevator maintenance and repair services at designated locations (See Pricing Sheet). The successful bidder will perform the work described herein on a quarterly basis for routine maintenance and be available at the St. Louis Public Library's direction on an "AS NEEDED" basis for repairs.

All work is to be done in a professional and safe manner by trained personnel.

PROPOSED METHOD OF PERFORMANCE

Contractor shall submit, with proposal, a written narrative describing the method and/or manner in which the Contractor will provide the services required by this specification at each location.

EXPERTISE OF CONTRACTOR'S PERSONNEL

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

SAFETY/ENVIRONMENTAL CONSIDERATIONS

- 1) The Contractor shall institute all reasonable safety precautions at the site(s). All work under this contract will be performed in a safe and hazard-free manner.
- 2) Equipment must be properly maintained and in good working order at all times. PROPOSER IS TO SUBMIT A LISTING OF EQUIPMENT AND QUANTITIES DEEMED NECESSARY TO PERFORM THE SERVICES SPECIFIED HEREIN.
- 3) The Contractor must be in compliance with all local, state, and federal laws and regulations regarding such work.

EXPERIENCE AND RELIABILITY

- 1) Bidder shall submit with proposal any information which documents successful and reliable experience in the past.
- 2) Bidder shall provide information related to current and previous contracts that 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.
- 3) Bidder shall submit with proposal any information which documents successful and reliable experience in the past.
- 4) Bidder shall provide information related to current and previous contracts that 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.

GENERAL

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

RESPONSIBILITY OF CONTRACTOR

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

The Contractor shall be responsible for the work and every part thereof, and all work of every description used in connection therewith.

The Contractor shall be held responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications and shall provide, without extra charge, all incidental items required as part of the work even though not specified or indicated.

SITE INSPECTION

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

Any questions or concerns regarding this solicitation should be directed to Rita Kirkland, Assistant Business Office Manager, at (314) 539.0313.

INSURANCE/INDEMNITY

Prior to commencement of services, Contractor shall provide the St. Louis Public Library with certificates of insurance in full force throughout the life of the contract, and shall require that at least ten (10) days' notice be given in the event of cancellation. Minimum requirements are as follows:

BODILY INJURY

Each Person: \$ 500,000
Each Accident \$1,000,000

PROPERTY DAMAGE

Each Accident \$ 500,000
Aggregate \$ 1,000,000

Proof of Insurance shall be supplied to the St Louis Public Library at time of award of contract.

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

OTHER PROVISIONS

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

ATTACHMENT A

SCOPE OF WORK

The St. Louis Public Library is seeking bids from qualified firms to furnish elevator maintenance services at designated St. Louis Public Library branches and facilities. St. Louis Public Library seeks a one-year contract to provide the monthly inspections (preventive maintenance), unscheduled, and on-call (emergency) parts and labor necessary to maintain its elevators. The contract will include the option for two additional one-year periods upon mutual agreement by both parties.

The Contractor shall perform monthly periodic inspections and services on each elevator and associated machinery in accordance with the elevator manufacturer's recommendation and shall include the applicable items listed under preventative maintenance.

In addition, the Contractor shall:

- Perform an annual "no load test" of the safety devices as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, current edition as of the date this agreement is submitted. The no load testing refers to testing done on traction elevator systems. St. Louis Public Library will be responsible for paying the:
 - 1) State of Missouri fee for the inspection and
 - 2) costs for and to a Missouri licensed elevator inspection service to witness the annual inspection provided by the elevator contractor, however
 - 3) the Elevator contractor's cost for the inspection shall be included in their bid for the annual service and shown separately on the pricing page.
- Perform an annual hydraulic pressure test for all hydraulic elevator systems. The Annual hydraulic pressure test refers to testing done on hydraulic passenger elevator systems. The St. Louis Public Library will be responsible for paying the:
 - 1) State of Missouri fee for the inspection and
 - 2) costs for and to a Missouri licensed elevator inspection service to witness the annual inspection provided by the elevator contractor, however
 - 3) the Elevator contractor's cost for the inspection shall be included in their bid for the annual service and shown separately on the pricing page.
- Perform the five-year full load test.
 - 1) State of Missouri fee for the inspection and
 - 2) costs for and to a Missouri licensed elevator inspection service to witness the annual inspection provided by the elevator contractor, however
 - 3) the Elevator contractor's cost for the inspection shall be included in their bid for the annual service and shown separately on the pricing page

Skilled, experienced elevator service and repair personnel directly employed and supervised by Contractor shall perform all work.

The St. Louis Public Library representative will approve all work. Documentation of all work will be forwarded to the St. Louis Public Library representative.

- **MACHINE:**
 - **MOTOR:** Including gears, bearings, brakes and related parts, brushes, windings, commutators, rotating equipment, contacts, coils, and resistors for motor circuits, v-belts, sheaves and wiring.
 - **PUMP:** Including sheave, screens, filter hoses, or any parts thereof.
 - **CLEAN:** Elevator machine including pump, valves, and motor.
- **VALVES:** Complete, including relief valve, leveling valves, check valve, strainers, springs, gaskets, or any parts thereof.
- **JACK UNIT:** Including plunger, guide bearing, packing and packing gland.
- **GOVERNOR:** Including sheave, bearings, shafts, contacts and governor jaws.
- **CAR:** Including power door operator, door protective devices, car door operator, hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and subflooring. Ride the elevator each visit, checking floor levels, door operation and checking all signal fixture lamps (replacing when needed).
- **ACCESSORY EQUIPMENT:** Including all necessary elevator equipment installed prior to commencement of this contract unless documented in the exclusion paragraph.
- **HOISTWAY:** Including deflector sheave, secondary sheaves, buffers, governor tension assemblies, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs and auxiliary closer. Included shall be the periodic brush down and vacuum of the hoistway, driver beams, door hangers, car top and bottom, door sills (beyond opening) and pit.
- **GUIDE RAILS:** Keep the guide rails properly lubricated, except where roller guides are used, and when necessary to renew guide shoe inserts, or roller guides when used, to promote smooth and quiet operation.
- **WIRE ROPES:** Will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.
- **FURNISH LUBRICANTS:** Compounded to specifications and selected to give the best performance. Lubricate pumps, pump motors, couplings, valve control equipment, guides or guide rollers, interlocks, automatic door operator and its linkage parts.
- **FURNISH AND MAINTAIN:** Hydraulic fluid at proper operating level.

ALL OTHER MAINTENANCE FEATURES OR PRACTICES NOT CITED ABOVE WHICH ARE CONSIDERED ROUTINE IN ELEVATOR MAINTENANCE IN GENERAL

Elevator maintenance and repair services at designated locations (See Pricing Sheet). The successful bidder will perform the work described herein on a monthly basis for routine maintenance and be available at the St. Louis Public Library's direction on an "AS NEEDED" basis for repairs.

ANNUAL STATE ELEVATOR INSPECTIONS:

The Contractor shall annually perform a "no load test" of the safety devices as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17 .1, current edition as of the date this agreement is submitted, see Scope of Work.

PARTS AND MATERIAL REPLACEMENT:

Replacement parts, oil, lubrications and materials are to be included as necessary to perform routine operating inspection (s), annual preventive maintenance tasks indicated.

Replacement parts are based on each original equipment manufacturer's (OEM) recommendations for routine expendable parts. All parts used in the performance of this agreement shall be new and/or refurbished and meet the OEM specifications.

SOFTWARE LICENSE AND RESTRICTIONS:

Software

In the performance of the contractual service parts or equipment that contain software may be used. No software shall be installed without written consent from the St. Louis Public Library. If at such time software is installed it shall become the property of the St. Louis Public Library.

Licenses

Contractor shall, prior to award, and without additional expense to the St. Louis Public Library, possess all licenses and shall provide proof, thereof, to the St. Louis Public Library. No work shall commence until all required permits or licenses have been obtained by the Contractor or when all required fees have been paid.

PREVENTIVE ELEVATOR MAINTENANCE REQUIREMENTS:

The Contractor will provide monthly inspections, maintenance and equipment adjustment services (preventive maintenance) and will report all findings in writing to the Facilities Maintenance Manager. Also included is the performance of periodic tests as required by local codes.

MONTHLY SERVICE:

Contractor shall, on a monthly frequency, examine, adjust, lubricate and, if conditions warrant as determined by Contractor, and with the authorization from representative, repair or replace the items listed below. The Contractor shall be responsible for conducting monthly maintenance inspections of elevators.

Contractor shall perform all preventive maintenance during regular working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays.

Contractor shall furnish lubricants per manufacturers' recommendations, cleaning compounds and wiping clothes to maintain equipment, for smooth and efficient performance.

Contractor shall relamp elevator signals as required.

Contractor shall repair and/or replace components worn due to normal wear and tear.

Callbacks within normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday will be handled at no extra charge to the St. Louis Public Library.

FURNISH AND MAINTAIN: parts and supplies necessary to the preventive maintenance and corrective repair of items described above and shown below.

CONTROLLERS: Including relays, contacts, coils, timers, printed circuit boards, microprocessor boards, controller wiring, travel cable wiring, and hoist way wiring.

SELECTORS: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solid state components.

FIXTURES: including car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, locks, lamps and sockets.

Location	Address	Description	State 10	Serial#	Last Date	Last 5 Yr. Full	Next Annual	Type	Rupture Valve Test
					Inspected	Load Test	Test Date		
Barr Branch	1701 S.Jefferson	Rear Hallway	6988	13271	02/10/22	N/A	02/12/23	Hydrolic	N/A
Buder Branch	4401 Hampton	Lobby #1	6989	2371-1	05/18/21	N/A	05/18/22	Hydrolic	
Buder Branch	4401 Hampton	Lobby #2	6990	2371-2	05/18/21	N/A	05/18/22	Hydrolic	
Carondelet	6800 Michigan	Southeast corner	20668	20319638	04/21/21	04/08/18	04/21/22	Traction	
Carpenter	3309 S. Grand	Middle hallway	11449	2775	01/10/22	N/A	01/10/23	Hydrolic	5/12/2021
Central Library	1301 Olive	Elevator #1	6991	606366	08/24/21	08/01/15	08/24/22	Traction	
Central Library	1301 Olive	Elevator #2	20859	706631	08/24/21	08/01/16	08/24/22	Traction	
Central Library	1301 Olive	Elevator #3	20858	738527	08/24/21	08/01/16	08/24/22	Traction	
Central Library	1301 Olive	Elevator #4	21027	0312WLS B72220413 81 W	08/24/21	N/A	08/24/22	Platform Lift	
CentralWest	1415 Olive	South #1	7431	BDB326	04/07/22	04/07/22	04/07/23	Traction	
CentralWest	1415 Olive	South#3	7430	BDB327	04/07/22	04/07/22	04/07/23	Traction	

Location	Address	Brand	Landings	Capacity	Speed	Openings Front/Rear	Date intalled	Type
Barr Branch	1701 S.Jefferson	Canton/Motion com	2	2000	125	2*0	1996	Hydrollic
Buder Branch	4401Hampton	Long	4	2000	125	4*0	(1997)- 2020mod	Hydrolic
Buder Branch	4401Hampton	Long	4	3000	100	4*4	(1997)- 2020mod	Hydrolic
Carondelet	6800 Michigan	Kone	2	2000	150	2*0	2011	Traction
Carpenter	3309 S. Grand	Long	2	2500	04/09/00	2*0	2002	Hydrolic
CentralLibrary	1301 Olive	Otis #1	4	3500	350	4*0	1990	Traction
CentralLibrary	1301Olive	Otis #2	6	3500	150	6*3	2012	Gen2
CentralLibrary	1301Olive	Otis #3	6	4500	350	6*0	2012	Gen2
CentralLibrary	1301Olive	ThyssenKrupp #4	2	750	9 *12	1*1	2012	Platform
CentralWest	1415 Olive	Haughton/TKE	4	2000	200	4*0	MOD 2017	Traction
CentralWest	1415 Olive	Haughton/TKE	4	2000	200	4*0	MOD 2017	Traction
excel/elevlist/	revised							

ATTACHMENT B

Pricing Page: Elevator Maintenance & Service Agreements

Branch/Location	Monthly Cost	Annual Cost
Barr Library 1701 South Jefferson Ave., 63104		
Buder Library 4401 Hampton Ave., 63109		
Carondelet Library 6800 Michigan Ave., 63111		
Carpenter Library 3309 South Grand Blvd., 63118		
Central Library 1301 Olive St., 63103		
Central West Administration Bldg. 1415 Olive Blvd., 63103		
Total		

Hourly rate for work not specified in monthly cost: _____ per hour

1st Renewal Period % increase: _____

2nd Renewal Period % increase: _____

ATTACHMENT C

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

NON-COLLUSION AFFIDAVIT

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

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

Bidder: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

ATTACHMENT D

**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: _____

ATTACHMENT E

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. Findings. The Board of Directors of the St. Louis Public Library hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Diversity Statement. The Board of Directors of the Library hereby directs the officers and agents of the Library for the authorized Library purposes set forth in the preambles hereof and subject to the conditions hereinafter provided to develop and implement policies which encourage persons with diverse ethnic, religious, socioeconomic and cultural backgrounds in the City to contract with or become employed by the Library.

Section 3. Administration. The officers and agents of the Library are authorized and directed to (i) encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the Library; (ii) educate through seminars and workshops persons from diverse backgrounds of the opportunity to contract with or become employees of the Library; (iii) assist persons from diverse backgrounds to contract with or become employees of the Library; (iv) adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the Library; (v) encourage partnering by persons from diverse backgrounds to contract with the Library; (vi) utilize alternative programs to facilitate participation; (vii) provide flexible provisions to account for special circumstances; (viii) maximize opportunities for persons to demonstrate any social, socioeconomic or other factors that would promote the Library's best interests; and (ix) adopt measures to minimize the impact of this policy on the rights of third parties.

Section 4. Actions of Officers Authorized. The officers of the Board, including the President, Vice President and Secretary of the Board and the Executive Director shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in any agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Annual Review. The officers of the Board are authorized and directed to report upon the administration of the Diversity Statement at the Board's regular meeting in September of each year.

Section 6. Severability. If any section or other part of this Resolution whether large or small, shall for any reasons be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

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

Section 8. Effective Date. This Resolution shall become effective immediately upon its passage.

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

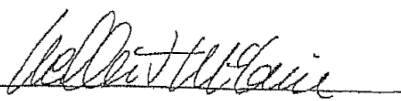
BOARD OF DIRECTORS OF THE
ST. LOUIS PUBLIC LIBRARY



Its President

[SEAL]

ATTEST:



Its Secretary