

REQUEST FOR PROPOSAL

RFP NO: 23-004610

DATE ISSUED: January 20, 2023

SEND PROPOSALS 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@slpl.org

PRE-PROPOSAL WALK THROUGH DATE: January 30, 2023 @ 10:00 a.m.

PROPOSAL DUE DATE: February 17, 2023 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 23-004610 NETWORK REFRESH**

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** **Partnership** **LLC**
 Other (Describe) _____

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
RFP 23-004610 NETWORK REFRESH

REQUEST FOR PROPOSAL(S) SCHEDULE

RFP Issued	January 20, 2023
Public Notification of RFP	January 20, 2023
Pre-Proposal Walk Through at Administration Building (<i>1415 Olive St., 63103</i>)	January 30, 2023 @10:00 am
Deadline for Questions	February 3, 2023 <i>Due by 2:00 p.m.</i>
RFP Due	February 17, 2023 <i>Due by 2:00 p.m.</i>

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 23-004610**

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.

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 Proposer, 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.

Whenever a material, article, or piece of equipment is identified by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard, and, any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment Proposal(s) are, in the opinion of the St. Louis Public Library, of equal substance and function. Substitute items may be rejected at the discretion of the St. Louis Public Library.

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

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

Questions about the RFP should be made in writing and directed to Rita Kirkland, Assistant Business Manager, at rkirkland@slpl.org or at the address provided below. Responses, when provided, will be included in a written amendment. To preserve the integrity of the selection process, questions regarding this RFP should only be directed in writing to Ms. Kirkland, rkirkland@slpl.org. **Proposal inquiries must be submitted in writing for the St. Louis Public Library review no later than 2:00 p.m. on February 3, 2023,** 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 proposals.

Proposals received late will be rejected.

Proposals and modifications should be submitted in sealed envelopes addressed to the attention of the **Assistant Business Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103** for a 2:00 p.m. Proposal opening at that location on **February 17, 2023. EMAIL PROPOSALS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL PROPOSAL RESPONSE TO: bids@slpl.org.** The Proposal RFP number shall show **in the subject line of the email.**

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFP 23-004610

REQUEST FOR PROPOSAL

January 20, 2023

1. INTRODUCTION

The St. Louis Public Library requests Proposals from qualified Proposers for Network Refresh.

Proposals must be received no later than 2:00 p.m., February 17, 2023 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 2:00 p.m. February 3, 2023. 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 Prosper to provide the services in accordance with and in the furtherance of the St. Louis Public Library's purpose and mission. This RFP seeks Proposals from qualified vendors for the goods and products described in this RFP.

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

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
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.

- B. Labor and Materials.** The Proposer shall provide all labor, materials and supplies for the services to be performed under this RFP.
- C. Form of Agreement.** The submission of a Proposal constitutes the agreement of any submitting Proposer that any contract to be drawn as a result of an award to the Proposer will be prepared by counsel for the St. Louis Public Library and will be the controlling agreement. The Proposers are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes.
- D. Compliance with Laws.** In performing under a Vendor Agreement, the selected Proposer shall comply with all applicable laws, ordinances, rules, regulations, or standards of federal, state and local governments having authority or jurisdiction over the Services or performance of the Services, or any lawful orders pertaining in any way to the Services to be provided by the St. Louis Public Library.
- D. Out of State Proposer.** It shall be a condition to a Vendor Agreement that any out-of-state Proposer that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Missouri.
- E. Prime Contractor Responsibility.** Planned use of subcontractors in connection with a Vendor Agreement should be clearly explained and described in the Proposal. The use of any subcontractor in connection with the Services shall be subject to the approval of the St. Louis Public Library, and any approved subcontractor shall agree to be bound by and subject to all terms and conditions of a Vendor Agreement between the St. Louis Public Library and the selected Proposer. The Proposer as prime contractor will be responsible and must take responsibility for the performance of all Services under a Vendor Agreement whether or not subcontractors are used.
- F. Independent Contractor.** It is expressly understood and agreed that the selected Proposer shall be an independent contractor and not an employee of the St. Louis Public Library. A Vendor Agreement will not constitute, create, give rise to, or otherwise recognize joint venture, partnership, or formal business organization of any kind between the parties and the rights and obligations of the parties shall be only those expressly stated in a Vendor Agreement. The Proposer represents and warrants that no persons supplied by it in the performance of a Vendor Agreement are employees of the St. Louis Public Library and further agrees that no rights of the St. Louis Public Library's retirement or personnel rules accrue to such persons. The Proposer shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and insurance, unemployment compensation, other benefits and taxes and premiums, appurtenant thereto concerning all employees and personnel provided by Proposer in the performance of the Services under a Vendor Agreement and shall indemnify and hold the St. Louis Public Library harmless with respect thereto.
- G. Indemnification.** Proposer shall defend, indemnify and hold harmless the St. Louis Public Library and its directors, officers, employees, representatives, agents contractors, subcontractors, licensees and successors and assigns from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, error, omissions conduct, or operations of Proposal, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, whether active or passive, error, omission, conduct, or operation of any negligent act, whether active or passive, error, omissions conduct, or operation of Proposer, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations, or duties contained in a Vendor Agreement; or (c) any violation of any applicable

federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited 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 Proposer shall be Proposer's responsibility. The St. Louis Public Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Proposer.
 6. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections I. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.

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

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

7. 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.
8. Proposer shall deliver to the St. Louis Public Library, prior to commencement of Services under a Vendor Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder (“Certificates of Insurance”). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to St. Louis Public Library by the aforementioned time, or if any such policies are canceled, the St. Louis Public Library shall have the right to terminate a Vendor Agreement immediately and/or deny Proposer access to St. Louis Public Library facilities. These insurance provisions are minimum requirements and shall not relieve Proposer of its indemnity, defense and hold harmless obligations.
- I. **E-Verify**. The Proposer must agree to enroll in and participate in the E-Verify Program as required by Section 285.530 of the Missouri Revised Statutes, as amended, during the hiring process for all employees hired after the date of a Vendor Agreement. The Proposer must agree to require its subcontractors who may perform work under a Vendor Agreement to certify to Proposer that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Verify program. The Proposer must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The St. Louis Public Library may terminate a resulting Vendor Agreement for default if the Proposer fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the St. Louis Public Library of such breach. As a condition to entering into a Vendor Agreement, the Proposer must execute the E-Verify Affidavit, which shall be an exhibit to a Vendor Agreement. Such affidavit shall be in the form attached to this RFP as **Attachment C**.
- J. **Performance Uninterrupted**. Proposer shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Proposer shall be in sole discretion of the St. Louis Public Library.
- K. **Communications**. The Proposer shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public Library management to provide updates regarding the Services performed. The Proposer shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.
- L. Proposer shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services in a public St. Louis Public Library environment under a Vendor Agreement. Proposer shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Proposer who, in the opinion of the St. Louis Public Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the St. Louis Public Library in its sole discretion, be reassigned or removed from performing any further duties related to the Services to be provided under a Vendor Agreement. In the performance of the Services under a Vendor Agreement, Proposer and its staff shall comply with the St. Louis Public Library’s Policy for Appropriate Use of the Library, as may be amended from time to time.
- M. **Laws & Ordinances**. Proposer shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and Services under a Vendor Agreement at Central Library.
- N. **Timing**. The successful Proposer must be ready to begin services no later than thirty (30) days after date of contract execution.

O. Compliance with Laws. The selected Proposer shall operate in compliance with all applicable local, state and federal laws, regulations and ordinances and in accordance with the Library's Policies and Procedures as may be amended from time to time. It is the Proposer's sole responsibility to obtain and maintain all appropriate licenses and permits for its operation in the performance of the Services.

P. AWARD

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

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

ERATE COMPLIANCE

Vendor E-Rate Compliance

Vendors submitting proposals under this RFP must provide a written statement that they agree to meet the following conditions relating to the E-rate program

Service Provider Identification Number (SPIN)

The vendor shall provide a valid E-rate SPIN number (Service Provider Identification Number)

Cooperation with the Library's Preparation of E-rate Applications

The Vendor must agree to provide information on a timely basis that the Library requests in order for the Library to timely apply for E-rate applications.

Separate Itemization of E-rate Eligible and Ineligible Products and Services

The Vendor shall separately itemize the cost of E-rate eligible and ineligible products and separate installation costs if any.

ATTACHMENT B - SCOPE OF WORK

The St. Louis Public Library is seeking proposals for a network switch upgrade and replacement project for all eighteen (18)-library buildings.

Presently the library is primarily using Cisco Catalyst 2960 and 3750 switches and Cisco 2901 and 2921 routers. We are looking to replace switches and for the new switches to perform the functions currently performed by routers.

Specifications:

1. Provide switches to meet the port requirements per location as listed in Port requirements document.
2. Each switch must also meet the following requirements:
 - All equipment must be in new condition. No refurbished or used equipment accepted.
 - MgiG (10/5/2.5/1/100) and 802.3BT in every port, except:
 - MgiG (25/10/1G) per port on Core and Servers stacks at Admin building
 - Managed devices with ability to have VLANS and act as layer 3 routers speaking OSPF
 - Shared power bus within a switch stack
 - Modular uplink ports
 - Rack mountable and rails included
 - Redundant and FRU power supplies and fans
 - Stackable
 - Features: loopback and broadcast storm protection, auto-MDX
3. Three (3) year licensing, support (8x5xNBD), and hardware warranty with optional annual extensions after the initial 3 year period
4. Professional installation and configuration of hardware with local implementation and post implementation support.

Any installation downtime must occur outside of normal business hours.

Normal business hours:

Admin: M-F 8am-5pm

Central/Regional locations: M-Th 9am-8pm, F-S 9am-5pm, Sun 1pm-5pm Neighborhood locations: M 12pm-8pm, T-Th 10am-6pm, F-S 10am-5pm

Charing Cross & Marketplace: T-Th 10am-6pm, F-S 10am-5pm

Central Express: M-F 10am-5pm

5. Credit for the trade-in of current switch and router hardware from St. Louis Public Library, including destruction of all data from the equipment and proper recycling/disposal of the equipment if not resold.

The following must be specified in the proposal:

1. All warranties by vendor and manufacturer on products and labor.
2. Separate pricing schedules should be provided for each component vendor is responding to (hardware, support, licensing, installation etc.)
3. Estimated date of product availability

Evaluation Criteria

30% Price

25% Scope of work: How well the proposal complies with the requirements of the RFP

25% Maintenance/Service capability: Proposer to submit detailed description of service department capabilities, references, and warranty service capabilities.

20% Vendor's ability to provide local implementation and post implementation support.

ATTACHEMNT B - EQUIPMENT INFORMATION

Building	Room/Location	Current Equipment	Minimum Port count needed	Downlink ports	Uplink ports
Baden		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Barr		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1), Meraki MS120-24P (qty 1)		72 copper	copper
Buder		Cisco 2921 (qty 1), WS-C2960X-48LPD-L (qty 3)		144 copper	copper
Cabanne		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Carondelet		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Carpenter		Cisco 2921 (qty 1), WS-C2960X-48LPD-L (qty 2)		96 copper	copper
Central Express		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Charing Cross		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Compton		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Divoll		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Julia Davis		Cisco 2921 (qty 1), WS-C2960X-48LPD-L (qty 2), SG500-52P (qty 1)		144 copper	copper
Kingshighway		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Machacek		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Marketplace		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Schlaflly		Cisco 2921 (qty 1), WS-C2960X-48LPD-L (qty 2)		96 copper	copper
Walnut Park		Cisco 2901 (qty 1), WS-C2960X-48LPD-L (qty 1)		48 copper	copper
Admin	Basement	Cisco WS-C2960X-48LPD-L (qty 1)		48 copper	copper
	AD	Cisco WS-C2960X-48LPD-L (qty 3), SG500-52P (qty 1)		192 copper	copper
	Rack	Cisco WS-C2960X-48TD-L (qty 2, redundant, stacked in adjacent racks)		96 copper	copper
	Core	Cisco ASR-1001X (qty 1), WS-C4500X-16 (qty 2, redundant, stacked in adjacent racks)		32 copper	fiber
	Servers	Cisco WS-C3850-16XS-S (qty 2, redundant, stacked in adjacent racks)		32 copper	copper
Central	Room 074	Cisco 2951 (qty 1), WS-C3750X-24S (qty 1), Cisco WS-C3750X-48 (qty 1)		72 24 fiber, 48 copper	copper
	Room 101C	Cisco WS-C3750X-48P (qty 4), WS-C3750X-24P (qty 1)		96 copper	fiber
	Room 101D	Cisco WS-C3750X-48P (qty 3)		96 copper	fiber
	Room 152	Cisco WS-C3750X-48P (qty 5)		144 copper	fiber
	Room 158	Cisco WS-C3750X-48P (qty 3), WS-C3750X-24P (qty 1)		48 copper	fiber
	Room 303	Cisco WS-C3750X-48P (qty 3), WS-C3750X-24P (qty 1)		48 copper	fiber
	Room 352M	Cisco WS-C3750X-48P (qty 1)		48 copper	fiber
Room 356M	Cisco WS-C3750X-48P (qty 1)		48 copper	fiber	

ATTACHMENT C - 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 Proposal by anyone at such letting nor to prevent any person from Proposing nor to induce anyone to refrain from Proposing, and that this Proposal is made without reference to any other Proposal and without any agreement, understanding or combination with any other person in reference to such Proposal.

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

Proposer: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

ATTACHMENT D - 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: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

SAMPLE CONTRACT

This agreement made this 1st day of November 2022, between the **Board of Directors of the City of St Louis Municipal Library District**, DBA St. Louis Public Library, hereinafter called the "Library", and _____, hereinafter called the "Contractor".

The Project: Network Refresh

General Description of Work: We are looking to replace switches and for the new switches to perform the functions currently performed by routers.

Library and Contractor agree as follows:

1. **Contract Documents**

1.1 The contract documents for this contract consist of this Agreement, Exhibit A, "Scope of Work", and any other exhibits attached hereto, Instructions to Proposers for Proposal Project **23-004610**, all drawings, specifications and addenda issued by the Library prior to the execution of this contract, the project schedule as may be amended from time to time, and any subsequent modifications or revisions to any of the above documents.

1.2 All of the above contract documents form this contract are fully incorporated herein.

2. **Scope of Work**

2.1 The Library employs the Contractor, as an independent Contractor, to perform the work on the project as set forth in Exhibit A, "Scope of Work".

2.2 The Contract Work Includes:

(a) That shown on any of the Contract Documents.

(b) All things reasonably implied or customarily provided in the Contractor's line of work (including any necessary permits) to complete such work for inspection and approval under the Contract Documents.

(c) Contractor shall execute all work in the best and most workmanlike manner by qualified, careful, and efficient workers who shall be satisfactory to the Library.



3. Changes

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

4. Termination for Cause

If the Contractor shall fail, or refuse for any cause, to complete the work to be done under this agreement, or any portion thereof, within a period of time deemed reasonable by the Library, or should the Contractor violate any of the conditions of this contract, the Library shall have the right to annul or cancel the agreement. Notice of such cancellation and the date thereof shall be given in writing to the Contractor and the agreement shall be terminated at such date. The Library shall make reasonable allowances for expenses incurred and services performed by the Contractor prior to the termination date.

5. Termination for Convenience

The performance of work under this contract may be terminated in whole or in part at any time, with thirty (30) days' written notice, by the Library. Any such termination shall be executed by a written notice in advance of the termination date, specifying the extent of work under the contract to be terminated and the effective date of the termination. Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the cancelled portion of the contract.

6. Contract Sum and Payment

In consideration of the complete and timely performance of all contract services, the Library shall pay to the Consultant, as designated in their proposal response (See Exhibit B) an amount not to exceed _____ . Payments will be made when services are complete, subject to additions, deductions, and conditions stated herein. The Library payment terms are net thirty (30) days.

7. Invoicing

Itemized invoices detailing services performed, location with "total billing price" listed, must be submitted via USPS first class mail to the Department of Finance – Accounts Payable, 1415 Olive St., St. Louis, MO 63103 or email to slplbusinessoffice@slpl.org.



8. Bond

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

9. Insurance

9.1 Prior to starting the contract work, Contractor shall procure and maintain in force, worker's compensation insurance, employer's liability insurance in full compliance with the laws of the State of Missouri, comprehensive general liability Insurance with contractual coverage and automobile liability insurance, including owned, non-owned and hired automobile coverage and such other insurance, to the extent required by the Contract Documents for Contractor's work. Contractor shall name the Library as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance required under this Agreement. Contractor shall name the Library as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance required under this Agreement.

9.2 Contractor's comprehensive general and automobile liability insurance shall be written for not less than limits of liability as described in the Request for Proposal.

9.3 The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the Library. Before commencing the work, Contractor shall furnish the Library with certificates of insurance showing the dates of the policies, the limits of liability thereunder, and contain a provision that the said insurance will not be cancelled except upon thirty (30) days' notice in writing to the Library. Contractor shall not cancel any policies of insurance required hereunder prior to completion of the work without written consent of the Library.

9.4 Contractor may use a combination of general liability insurance and excess liability insurance provided the sum of these insurances at least equals the amounts listed for the general liability insurance. If excess liability insurance is used, "Umbrella Form" must be furnished.

9.5 The Library and Contractor waive all rights against each other, separate contractors, and all other subcontractors, for damages caused by fire or other perils to the extent reimbursed by Builder's Risk or any other property insurance, except as such rights as they may have to the proceeds of such insurance.



10. Indemnity

To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Library harmless, and all of their agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance, or failure in the performance of Contractor's work and obligations as provided in the Contract Documents, including any extra work, and from any claim, loss or expense which (1) is attributable to bodily injury, sickness, disease, death, injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of Contractor or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder.

11. COVID-19

Both parties acknowledge the ongoing global COVID 19 crisis and accept their obligation to comply with any official guidance. The parties agree to communicate without delay any issues in performing their obligations under this contract.

12. Other Provisions

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

13. Exhibits

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

- Exhibit A - Scope of Work**
- Exhibit B - Pricing Page**
- Exhibit C - Certificate of Insurance**



In witness whereof, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:

ST. LOUIS PUBLIC LIBRARY

By: _____

By: _____

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Date: _____

Date: _____

