

REQUEST FOR BIDS

RFB NO: 23-004771

SEND BIDS TO:

DATE ISSUED: March 2, 2023

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

BID DUE DATE: March 17, 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
RFB 23-004771 MECHANICAL ROOM SURVEILLANCE AIR MONITORING**

This Bid is subject to all the terms and conditions of this Request for Bids and any Bidder representations, as well as accompanying specifications. The signature of the Bidder indicates that Bidder understands these documents and will comply with them.

Name, Address, and Contact Information of Authorized Representative of Bidder

Print Name: _____

Print Title: _____

Print Company
Name: _____

Print Address,
City, State, Zip: _____

Print Telephone: _____

Print Email: _____

Bidder Signature: _____

Bidder (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 RFB 23-004771 MECHANICAL
ROOM SURVEILLANCE AIR MONITORING**

REQUEST FOR BID(S) SCHEDULE

RFB Issued	March 2, 2023
Public Notification of RFB	March 2, 2023
Pre-Bid Walk Through at <i>Administrative Bldg. (1415 Olive St., 63103)</i>	March 7, 2023 @ 9:00 a.m.
Questions from Bidders deadline to Library	March 10, 2023 @ 10:00 a.m.
RFB Due	March 17, 2023 @ 2:00 p.m.

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFB 23-004771 MECHANICAL
ROOM SURVEILLANCE AIR MONITORING**

INSTRUCTIONS TO BIDDERS

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

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

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

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

Bidder's are expected to examine specifications, schedules, drawings, and all instructions. Failure to do so will be at Bidder's risk. The selected Bidder shall enter into a vendor agreement with the St. Louis Public Library for the services consistent with the terms of this RFB, and with the general provisions contained in this RFB.

Questions about the RFB should be made in writing and directed to Rita Kirkland, Assistant Business Manager, at rkirkland@slpl.org or at the address provided below. Responses, when provided, will be included in a written amendment. To preserve the integrity of the selection process, questions regarding this RFB should only be directed in writing to Ms. Kirkland, rkirkland@slpl.org. **Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Friday, March 10, 2023, by 10:00 a.m.**, to allow for the St. Louis Public Library's reply prior to Bid submissions.

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

It is the responsibility of the Bidder to deliver the Bid and/or RFB modification on or before the hour and date specified for the receipt of Bids. Bids received late will be rejected.

Bids and modifications should be submitted in sealed envelopes addressed to the attention of the **Assistant Business Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103**. Bids are due at that location on **Friday, March 17, 2022 by 2:00 p.m.** EMAIL BIDS WILL ALSO BE ACCEPTED. PLEASE SEND YOUR EMAIL BID RESPONSE TO: bids@slpl.org. ***The Bid RFB number shall show in the subject line of the email.***

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 23-004771

TERMS AND CONDITIONS

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

- A. **Labor and Materials.** The Bidder shall provide all labor, materials and supplies for the services to be performed under this RFB.
- B. **Form of Agreement.** The submission of a Bid constitutes the agreement of any submitting Bidder that any contract to be drawn as a result of an award to the Bidder will be prepared by counsel for the St. Louis Public Library and will be the controlling agreement. The Bidders are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes.
- C. **Compliance with Laws.** In performing under a Vendor Agreement, the selected Bidder shall comply with all applicable laws, ordinances, rules, regulations, or standards of federal, state and local governments having authority or jurisdiction over the Services or performance of the Services, or any lawful orders pertaining in any way to the Services to be provided by the St. Louis Public Library.
- D. **Out of State Bidder.** It shall be a condition to a Vendor Agreement that any out-of-state Bidder that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Missouri.
- E. **Prime Contractor Responsibility.** Planned use of subcontractors in connection with a Vendor Agreement should be clearly explained and described in the Bid. The use of any subcontractor in connection with the Services shall be subject to the approval of the St. Louis Public Library, and any approved subcontractor shall agree to be bound by and subject to all terms and conditions of a Vendor Agreement between the St. Louis Public Library and the selected Bidder. The Bidder as prime contractor will be responsible and must take responsibility for the performance of all Services under a Vendor Agreement whether or not subcontractors are used.
- F. **Independent Contractor.** It is expressly understood and agreed that the selected Bidder shall be an independent contractor and not an employee of the St. Louis Public Library. A Vendor Agreement will not constitute, create, give rise to, or otherwise recognize joint venture, partnership, or formal business organization of any kind between the parties and the rights and obligations of the parties shall be only those expressly stated in a Vendor Agreement. The Bidder represents and warrants that no persons supplied by it in the performance of a Vendor Agreement are employees of the St. Louis Public Library and further agrees that no rights of the St. Louis Public Library's retirement or personnel rules accrue to such persons. The Bidder shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and insurance, unemployment compensation, other benefits and taxes and premiums, appurtenant thereto concerning all employees and personnel provided by Bidder in the performance of the Services under a Vendor Agreement and shall indemnify and hold the St. Louis Public Library harmless with respect thereto.
- G. **Indemnification.** Bidder shall defend, indemnify and hold harmless the St. Louis Public Library and its directors, officers, employees, representatives, agents contractors, subcontractors, licensees and successors and assigns from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages,

interest, Costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, error, omissions conduct, or operations of Bidder, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, whether active or passive, error, 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.

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

Shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Missouri and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to the St. Louis Public Library prior to cancellation, non-renewal or material modification.

All insurance policies of or on behalf of the St. Louis Public Library required in a Vendor Agreement shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."

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

- I. **E-Verify**. The Bidder must agree to enroll in and participate in the E-Verify Program as required by Section 285.530 of the Missouri Revised Statutes, as amended, during the hiring process for all employees hired after the date of a Vendor Agreement. The Bidder must agree to require its subcontractors who may perform work under a Vendor Agreement to certify to Bidder that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Verify program. The Bidder must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The St. Louis Public Library may terminate a resulting Vendor Agreement for default if the Bidder fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the St. Louis Public Library of such breach. As a condition to entering into a Vendor Agreement, the Bidder must execute the E-Verify Affidavit, which shall be an exhibit to a Vendor Agreement. Such affidavit shall be in the form attached to this RFB as **Attachment D**.
- J. **Performance Uninterrupted**. Bidder shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Bidder shall be in sole discretion of the St. Louis Public Library.
- K. **Communications**. The Bidder shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public Library management to provide updates regarding the Services performed. The Bidder shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.
- L. Bidder shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services in a public St. Louis Public Library environment under a Vendor Agreement. Bidder shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Bidder who, in the opinion of the St. Louis Public Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is

disrespectful, or otherwise objectionable, shall, at the request of the St. Louis Public Library in its sole discretion, be reassigned or removed from performing any further duties related to the Services to be provided under a Vendor Agreement. In the performance of the Services under a Vendor Agreement, Bidder and its staff shall comply with the St. Louis Public Library's Policy for Appropriate Use of the Library, as may be amended from time to time.

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

P. AWARD

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

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

ATTACHMENT A

SCOPE OF WORK

RE: *Administrative Bldg. (1415 Olive St., 63103)*

RFB 23-004771 MECHANICAL ROOM SERVICE SURVEILLANCE AIR MONITORING

1. The purpose of this work is to provide abatement oversight and air monitoring.
2. Conduct surveillance air monitoring under the direction of a Missouri licensed Air Sampling Professional (ASP) in the basement mechanical room where asbestos containing materials exist on mechanical piping throughout the room.
3. Coordinate sample analysis and have analytical conducted by and independent laboratory accredited with National Voluntary Laboratory Accreditation Program (NVLAP) for air borne asbestos fiber analysis.
4. Provide a report of documentation.

ATTACHMENT B

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

PRICING PAGE

RE: *Administrative Bldg. (1415 Olive St., 63103)*

COST: \$ _____

START DATE: _____

TIME OF COMPLETION (NUMBER OF DAYS): _____

WARRANTY PERIOD: _____

OTHERS: _____

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.

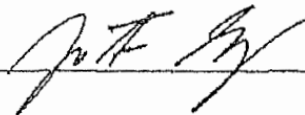
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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

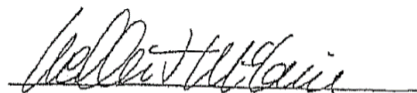
Its President



[SEAL]

ATTEST:

Its Secretary



ATTACHMENT F

SAMPLE CONTRACT

This agreement made this ____ day of _____202_ , between the St. Louis Public Library Foundation, hereinafter called the "St. Louis Public Library Foundation", and _____, hereinafter called the "Consultant".

The Project: Investment Advisory Services

General Description of Work: Consultant will assist with the management and performance of the St. Louis Public Library Foundation's portfolio by providing discretionary management investments.

Library and Consultant 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, specifications, and addenda issued by the Library prior to execution of this contract, the project schedule as may be amended from time to time, and any subsequent modifications or revisions to any of the above documents.

1.2 All of the above Contract Documents form this contract and are fully incorporated herein.

1.3 The Consultant assures the Library that the Consultant is financially solvent, able to pay its debts and has sufficient working capital to complete the services required herein.

1.4 The Consultant agrees to accept the Library's project budget and further agrees to use professional skill and care to accomplish said Project within the intent of the scope of work and established budget. In the event the Consultant determines that the Project cannot be accomplished within the established budget, the Consultant shall notify the Library's Representative of this fact in writing, so that the Project scope can be reviewed and modified if necessary.

2. Scope of Work

2 1 The Library employs the Consultant as an independent contractor, to perform the part of 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 Consultant's line of work or necessary to complete such work for inspection and approval under the Contract documents.
- (c) Consultant shall execute all work in the best and most workmanlike manner by qualified, careful, and efficient workers deemed satisfactory to the Library.

2.3 The Consultant's Basic Services consist of the phases described in "Scope of Work Exhibit A".

2.4 The Consultant shall satisfy the requirements for the lawful practice of professional services, as applicable to a political subdivision of the State of Missouri and shall perform its services in a professional manner consistent with a level of care and skill exercised by other practicing consultants performing such services prescribed by the Library.

3. Changes

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

4. Access to records and Reports

Consultant agrees to provide the Library or any of their duly authorized representatives with access to any books, documents, papers and record of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

5. Termination for Cause

If the Consultant shall fail, or refuse for any cause, to complete the work to be done under this assignment, or any portion thereof, within a period of time deemed reasonable by the Library, or should the Consultant 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 Consultant and the agreement shall be terminated at such date. Reasonable allowances shall be made by the Library for expenses incurred and services performed by the Consultant prior to the termination date.

6. Termination for Convenience

The performance of work under this contract may be terminated at any time, in whole or in part, 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. Consultant will be paid for all material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the cancelled portion of the contract.

7. Contract Period / Extensions

The contract period is _____ months beginning _____ through _____. The Library reserves the right to make renewals to the Contract agreement for _____ consecutive one year periods, or a portion thereof.

8. Contract Sum and Payments

8.1 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.

8.2 Reasonable direct expenses with receipts will be billed separately by the Consultant for items such as travel, advertising, report reproduction, telecommunications, and express mail. For payment consideration, expenses are billed as incurred and sent to: St Louis Public Library, 1415 Olive St, St Louis MO 63103. Attn: Accounts Payable **OR** slplbusinessoffice@slpl.org

9. Contract Payee information

9.1 Consultant, if required by the Library, will provide an affidavit to Library showing that its labor, materials, and other bills have been paid, (i.e. lien waivers), in a form satisfactory to the Library. If it appears that labor, material, or other bills incurred in the performance of the Contract work are not being paid, the Library may withhold payment in whole or in part to pay such bills.

9.2 In the event of any breach by Consultant of this agreement, or in the event of the assertion by others of any claim or lien against the Library or Library's surety (if any), which claim or lien arising out of Consultant's performance, the Library may, but is not required to, retain out of any payments due to Consultant an amount sufficient to protect Library from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Consultant to the satisfaction of the Library.

10. **Invoicing**

Consultant invoices must detail all work completed, as shown in the in this agreement. Please include the contract number on all invoices. Failure to properly document your invoice as requested may delay payment. Invoices must be submitted to: **Attn: Accounts Payable, St Louis Public Library, 1415 Olive St, St Louis MO 63103, OR slplbusinessoffice@slpl.org.**

11. **Confidentiality**

The Consultant agrees they will not disclose, divulge, report, or use any confidential information for any purpose, except as authorized by the Library or required by law.

12. **Ownership of Intellectual Property**

Consultant may not use intellectual property for any purpose other than that contracted for except with the written permission of the Library. The Consultant will be responsible for any and all damages resulting from the unauthorized use of Library intellectual property. Upon termination of the contract, Consultant will return any property, documentation, records, and confidential information owned by the Library to the Library, save one (1) copy to be retained for archival purposes only.

13. **Indemnity**

To the fullest extent permitted by law Consultant agrees to indemnify and hold harmless the Library and all of their agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance, or failure in performance, of Consultant's work and obligations as provided in the contract documents, including any extra work, and from any claim, loss or expense which (1) is attributable to bodily injury, sickness, disease, death, injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Consultant or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder. Neither party shall be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages, whether arising in tort, contract, under any statute, under any indemnity provision or otherwise. The parties intend that the limitations under this section imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including, without limitation, the negligence or strict liability of any party, whether such negligence be sole, joint, or concurrent, or active or passive.

14. Insurance

14.1 Prior to starting the contract work, Consultant shall procure and maintain in force, Comprehensive General Liability Insurance with contractual coverage, errors and omissions 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 Consultant's work. Consultant shall name the Library as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance required under this Agreement.

14.2 Consultant's Comprehensive General and Automobile Liability Insurance, as required by paragraph 14.1 shall be written for not less than limits of liability as follows: (a) Consultant's claims for bodily injury, death, and property damage occurring and arising out of and as a result of services, articles, and materials combined single limit of \$1,000,000; and (b) Consultant's bodily injury, death, and property damage occurring and arising out of and as a result of services performed hereunder with a combined single limit of \$1,000,000.

14.3 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, Consultant shall furnish the Library with Certificates of Insurance from the dates of the policies, the limits of liability thereunder, and contain a provision that the said insurance will not be cancelled except upon thirty (30) days notice in writing to the Library. Consultant shall not cancel any policies of insurance required hereunder prior to completion of the work without written consent of the Library.

14.4 Consultant may use a combination of General Liability Insurance and excess Liability Insurance provided the sum of these insurance at least equals the amounts listed for the General Liability Insurance. If Excess Liability Insurance is used, "Umbrella Form" must be furnished.

14.5 Consultant shall maintain Professional Liability Insurance covering any damages caused by error, omission or any negligent act of the Consultant, its subcontractors, agents, officers, or employees' performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000. If coverage is on a claims-made basis, then either an extended reporting of not less than 24 months shall be included in the Professional Liability insurance coverage.

14.6 Upon receipt of any notice of insurance cancellation, the Consultant shall, within ten (10) days, procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered; and if the Consultant fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Library may obtain such insurance at the cost and expense of the Consultant without notice to the Consultant.

15. Miscellaneous

15.1 Failure by Library in any instance to insist upon observance or performance by the Consultant of any terms or conditions of this agreement shall not be deemed a waiver by any such terms, conditions or provisions, and observance or performance thereof.

15.2 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.

15.3 Any notice or communication authorized or required hereunder shall be deemed to have been given, if hand-delivered mailed or emailed, as follows:

ST. LOUIS PUBLIC LIBRARY: St. Louis Public Library, 1415 Olive Street, St. Louis, Missouri, 63103. Attention: Jim Slattery 314-338-7613.

CONSULTANT: _____

Exhibits

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

Exhibit A
Exhibit B
Exhibit C

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: _____

Title: _____

Date: _____

Date: _____