

REQUEST FOR PROPOSAL

RFP NO: 23-991900

DATE ISSUED: March 8, 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

PROPOSAL DUE DATE: March 22, 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 23-991900 PEST & RODENT CONTROL SERVICES**

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

Name, Address and Contact Information of Authorized Representative of Proposer

Print Name: _____

Print Title: _____

Print Company
Name: _____

Print Address,
City, State, Zip: _____

Print Telephone: _____

Print Email: _____

Proposer Signature: _____

Proposer (Check One): **Individual** **Corporation** **Partnership** **LLC**
 Other (Describe) _____

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY
DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
RFP 23-991900 PEST & RODENT CONTROL SERVICES

REQUEST FOR PROPOSAL(S) SCHEDULE

RFP Issued	March 8, 2023
Public Notification of RFP	March 8, 2023
Deadline for Questions	March 14, 2023 Due by 10:00 a.m.
RFP Due	March 22, 2023 Due by 2:00 p.m.

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

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 Tuesday, March 14, 2023, by 10:00 a.m.,** to allow for the St. Louis Public Library's reply prior to Proposal submissions.

Proposals must be in ink or typewritten and must be manually signed by a company official. All Proposal document pages should be initiated and dated by the company submitting the Proposal. It is the responsibility of the Proposer to deliver the Proposal and/or RFP modification on or before the hour and date specified for the receipt of 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 **Wednesday, March 22, 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**

REQUEST FOR PROPOSAL

March 8, 2023

1. INTRODUCTION

The St. Louis Public Library requests qualified Proposals for Lawncare & Landscaping Services.

Proposals must be received no later than 2:00 p.m., March 22, 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: 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. on March 14, 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 Proposer 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.

- 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 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.
- C. **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.

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 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 D**.
- 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.

EXHIBIT A

PEST AND RODENT CONTROL SERVICES

SCOPE OF WORK-PEST/RODENT CONTROL

To provide services necessary to exterminate insects and rodents using only those pesticides and rodenticide which comply with the Federal Insecticide, Fungicide, and Rodenticide Act (7 USC 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972, Public Law 92-516 (86 STAT. 973) and the regulation issued thereof.

The Contractor shall provide pest and rodent control services for the St. Louis Public Library according to the provisions and requirements stated herein.

The Contractor shall provide pest control services according to a monthly route schedule to insure complete pest control services,

The Contractor shall respond within 24 hours when contacted by the Manager of the Building Support about any pest, rodent or control issue.

Rodent control is defined as those measures, which are necessary to suppress rat and mice populations and/or any other mammalian species.

Insect control is defined as those measures, which are necessary to suppress cockroaches, ants, silverfish, spider, flies and stinging insect populations. Removal of bee and wasp nests are included. Populations of these pests which are located outside the facilities listed, but within the property boundaries are included.

Programs for control of insects and rodents shall be continually in effect and there shall be no obvious signs of infestations throughout the life of this contract and for a minimum of sixty (60) days after the last treatment required hereunder.

The Contractor shall use chemicals that conform to federal, state and local requirements.

The Contractor shall provide services to those areas listed on Attachment A - "Library Locations Pricing Page."

The Contractor shall provide residual insecticides, applied as general treatment, spot treatment or crack and crevice treatment as needed:

General Treatment is application to broad expanses of surfaces such as walls, floors and ceilings.

Spot Treatment is application to limited areas on which insects are likely to occur.

Crack and Crevice Treatment is application of small amounts of insecticide or rodenticide into cracks and crevices in which insects hide or through which they enter the building. Such openings commonly occur in expansion joints, and between equipment and floors. These openings may lead to voids such as hollow walls, equipment legs and bases, conduits and motor housings.

SCHEDULING-PEST/RODENT CONTROL

The Manager of Building Support Services shall designate a Library Representative. Contractor shall notify the Manager of Building Support Services, 24 hours in advance, of arrival to ensure access to the buildings. Contractor shall meet with the Library Representative at the beginning of each visit.

The Library Representative will accompany the Contractor's personnel throughout each location and for the duration of treatment application. Contractor shall, after each visit, present a service ticket to the Library Representative indicating the areas serviced, chemical(s) used and a description of any noted infestations of foreseeable infestations and recommended remedial action.

Service application(s) shall be performed during the hours that branches are closed to the general public. Service hours may vary (See Attachment B: "Schedule of Regular Business Hours"). Contractor must include with their bid response a schedule of service hours available for each Library location shown on Attachment B, **LIBRARY LOCATIONS PRICING PAGE**.

Any deviations from this schedule shall be coordinated with the Manager of Building Support Services prior to.

The Contractor shall use chemicals/bait products that conform to federal, state and local requirements.

SERVICE SCHEDULE

The Library prefers service during closed business hours. Service application(s) shall be performed during the hours that branches are closed to the general public or hours that disrupt the public the least. See business hours listed below:

All scheduled service visits shall be coordinated with the Manager of Building Support Services.

GENERAL

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

QUALITY CONTROL

The bidder shall be responsible for maintaining quality control during extermination process. Preliminary approval by the Library does not relieve the bidder of his/her responsibility to ascertain that control is maintained during extermination process. The Library reserves the right to reject any **work that does not meet acceptable standards of quality.**

SAFETY/ENVIROMCENT

The Contractor shall provide Material Safety Data Sheets on all chemicals used. ALL DATA SHEETS MUST BE SUBMITTED WITH BID DOCUMENT.

The Contractor shall be licensed and certified for the pest control work specified as required by law and conform to all local, state and federal laws regulating such work. Copies of all required licenses and certificates must be submitted with this bid.

The Contractor must be in compliance with Missouri revised statutes P.S. MO 281, Pesticides Act of 1974, and to provision thereto. License and Certification shall be for the category applicable to service required.

The Manager of the Building Support Services must approve the use of any type of poisoned bait at the Central Library and/or the branch libraries.

TERM OF CONTRACT

The contract shall not bind the St. Louis Public Library for any contractual commitment in excess of the original contract period. The 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 Library exercises its option to renew, all terms, conditions and provisions of the original contract shall remain in effect contractor shall not increase pricing in excess of the maximum percentages of increases as on the pricing page of the successful bidder's bid. If the pricing page does not include such percentages or if applicable spaces are left blank, prices will be the same as during the original contract.

BIDDERS QUALIFICATIONS

Bidder shall submit with proposal any information, which documents successful and reliable experience in the past.

Bidders shall provide information related to current and previous contracts, which are similar to the requirements contained in this specification. Such information shall also include a minimum of three (3) references, giving the name of the organization, address, telephone number, and name of contact person.

Successful bidder is required to have engaged in commercial extermination services for a period no less than three years, and must have trained staff in their employment to service the Library's needs.

Bidders shall furnish a list of equipment intended to be used under this contract. The list shall include detailed description of the equipment including the manufacturer, model number, year, function, capacity or the size if applicable.

The Library may make other investigations as are deemed necessary to determine the capability of Bidder to furnish the necessary services described herein. The Library reserves the right to reject any Bid, if the investigation of a Bidder fails to satisfy the Library that the Bidder is qualified to carry out the obligations of the Contract.

FAILURE OF A BIDDER TO POSSESS THE MINIMUM EXPERIENCE AND TO SUBMIT THE ABOVE REFERENCED INFORMATION MAY RENDER THE BID NONRESPONSIVE AND BID MAY BE REJECTED.

OTHER PROVISIONS

The Contractor shall advise the Manager of the Building Support Services, in of any construction and/or housekeeping deficiencies that affect the Contractor's ability to perform services; whereupon the Library shall be responsible for correcting the deficiencies to the fullest extent possible.

The Contractor shall exercise special care to prevent damage to flooring and carpeting.

The Manager of the Building Support Services, or his or her designated representative, shall accept and acknowledge receipt of individual service tickets for said service visits and shall submit signed service tickets to the Department of Finance - Accounts Payable.

The Contractor shall submit monthly invoices detailing date of each service visit, location, service ticket number, description of service provided, and contracted location service price with total invoice amount listed, to the Department of Finance Accounts Payable no later than the 10th day of the month following the month in which service was provided.

INVOICING

Contractor shall submit itemized invoices monthly, via USPS First Class Mail, detailing services performed with "Total Billing Price" listed to the Department of Finance-Accounts Payable. The Library payment terms are Net 30.

DESIGNATED LIBRARY OFFICIAL

For the answers to questions, or for acquiring additional information, please contact Angela Nolin, Manager of Building Services at (314) 436-7179 or via email at anolin@slpl.org

ATTACHMENT A

LIBRARY LOCATIONS HOURS OF SERVICES

Central Library (1301 Olive St., 63103) / 314-241-2288

M-TH: 9:00 am-8:00 pm / F & SA: 9:00 am-5:00 pm

SU: 1:00 – 5:00 pm (First & Second Floors Only)

3rd Floor M-TH: Closes at 6:00 pm / F & SA: Closes at 5:00 pm

Administrative Office (1415 Olive St., 63103) / 314-436-7179 / M -F: 8:00 am-5:00 pm

Baden Library (8448 Church Rd., 63147) / 314-388-2400

M: Noon-8:00 pm / TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Barr Library (1701 S. Jefferson Ave., 63104) / 314-771-7040

M: Noon-8:00 pm / TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Buder Library (1401 Hampton Ave., 63109) / 314-352-2900

M-TH: 9:00 am-8:00 pm / F & SA: 9:00 am-5:00 pm / SU: 1:00 – 5:00 pm

Cabanne Library (1106 N. Union Blvd., 63113) / 314-367-0717

M: Noon-8:00 pm / TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Carondelet Library (6800 Michigan Ave., 63111) / 314-752-9224

M: Noon-8:00 pm / TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Carpenter Library (3309 S. Grand Blvd., 63118) / 314-772-6586

M-TH: 9:00 am-8:00 pm / F & SA: 9:00 am-5:00 pm / SU: 1:00 – 5:00 pm

Charing Cross (356 N. Skinker Blvd., 63130) / 314-726-2653

TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Compton Film Library (1624 Locust St, 63103)

Divoll Library (4234 N. Grand Blvd., 63107) / 314-534-0313

M: Noon-8:00 pm / TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Julia Davis Library (4415 Natural Bridge Ave., 63115) / 314-383-3021

M-TH: 9:00 am-8:00 pm / F & SA: 9:00 am-5:00 pm / SU: 1:00-5:00 pm

Kingshighway Library (2260 S. Vandeventer Ave., 63110) / 314-771-5450

M: Noon-8:00 pm / TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Machacek Library (6424 Scanlan Ave., 63139) / 314-781-2948

M: Noon-8:00 pm / TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Marketplace (6548 Manchester Ave., 63139) / 314-647-0939

TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

Schlaflly Library (225 N. Euclid Ave., 63108) / 314-367-4120

M-TH: 9:00 am-8:00 pm / F & SA: 9:00 am-5:00 pm / SU: 1:00-5:00 pm

Walnut Park (5760 W. Florissant Ave., 63120) / 14-383-1210

M: Noon-8:00 pm / TU-TH: 10:00 am-6:00 pm / F & SA: 10:00 am-5:00 pm

EXHIBIT B

LIBRARY LOCATIONS FOR PEST CONTROL SERVICES

PRICING PAGE

The Bidder must state firm, fixed monthly prices for providing pest control services and per occurrence prices for providing pigeon control to each of the locations listed below in accordance with the provisions and requirements stated herein.

	MONTHLY PEST CONTROL
Central Library (1301 Olive St., 63103)	\$ _____
Administrative Office (1415 Olive St., 63103)	\$ _____
• North Garage (Charge to Condo Assoc.)	\$ _____
Baden Library (8448 Church Rd., 63147)	\$ _____
Barr Library (1701 S. Jefferson Ave., 63104)	\$ _____
Buder Library (4401 Hampton Ave., 63109)	\$ _____
Cabanne Library (1106 Union Blvd., 63113)	\$ _____
Carondelet Library (6800 Michigan Ave., 63111)	\$ _____
Carpenter Library (3309 S. Grand Blvd., 63118)	\$ _____
Charing Cross (356 N. Skinker Blvd., 63130)	\$ _____
Compton Film Library (1624 Locust St, 63103)	\$ _____
Divoll Library (4234 N. Grand Blvd., 63107)	\$ _____
Julia Davis Library (4415 Natural Bridge Ave., 63115)	\$ _____
Kingshighway Library (2260 S. Vandeventer Ave., 63110)	\$ _____
Machacek Library (6424 Scanlan Ave., 63139)	\$ _____
Marketplace (6548 Manchester Ave., 63139)	\$ _____
Schlafly Library (225 N. Euclid Ave., 63108)	\$ _____
Walnut Park (5760 W. Florissant Ave., 63120)	\$ _____
TOTAL	\$ _____

1st Renewal Period: _____ % maximum increase

2nd Renewal Period: _____ % maximum increase

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 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 - 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

**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.

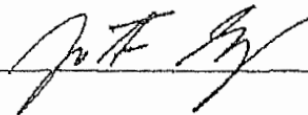
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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

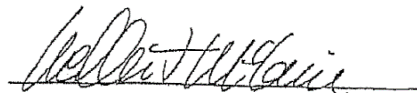
Its President



[SEAL]

ATTEST:

Its Secretary



ATTACHMENT F

SAMPLE CONTRACT

This agreement made this ___ day of _____ 2023 , 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 for one (1) year. The Library reserves the right to make renewals to the Contract agreement for two (2) 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 Contractor, as designated in their proposal response in Exhibit B. 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, Chief Financial Officer at 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: _____