

**REQUEST FOR PROPOSAL**

**RFP NO.:** 23-993500  
**DATE ISSUED:** August 14, 2023

**SEND PROPOSALS TO:**  
Jacquelynn Kinsey, Assistant Buyer  
Board of Directors of the City of  
St. Louis Municipal Library District  
DBA St. Louis Public Library  
1415 Olive Street  
St. Louis, MO 63103

**PROPOSAL DUE DATE:** August 31, 2023 by 11:00 a.m.

**PURCHASING AGENT:** Jacquelynn Kinsey (314) 539-0369

**CONTACT AT:** [jkinsey@slpl.org](mailto:jkinsey@slpl.org)

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA  
ST. LOUIS PUBLIC LIBRARY RFP 23-993500 CAFE VENDOR SERVICES**

This Proposal is subject to all the terms and conditions of this Request for Proposal 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 Company Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Address: \_\_\_\_\_

Print City, State, Zip: \_\_\_\_\_

Print Telephone: \_\_\_\_\_

Print Email: \_\_\_\_\_

Signature and Title of Authorized Representative of Proposer:

\_\_\_\_\_ Date: \_\_\_\_\_

Proposer is: individual \_\_\_\_\_ corporation \_\_\_\_\_ partnership \_\_\_\_\_ LLC \_\_\_\_\_

Other\_\_ (describe) \_\_\_\_\_

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA  
ST. LOUIS PUBLIC LIBRARY RFP 23-993500 CAFE VENDOR SERVICES**

**REQUEST FOR PROPOSALS (S) SCHEDULE**

RFP Issued	8/14/2023
Public Notification of RFP	8/14/2023
Pre-Bid Walk-Through at Center (Lobby) located at 1415 Central Library, 63103.	8/21/2023 @ 9:00 a.m.
Questions from Proposers due to St. Louis Public Library	8/25/2023 @ 10:00 a.m.
Proposal Due Date	8/31/2023 @ 2:00 p.m.

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA**  
**ST. LOUIS PUBLIC LIBRARY RFP 23-993500 CAFE VENDOR SERVICES**

**INSTRUCTIONS TO PROPOSERS**

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

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.

Proposers 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 Jacquelynn Kinsey, Assistant Buyer at [jkinsey@slpl.org](mailto:jkinsey@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. Kinsey at [jkinsey@slpl.org](mailto:jkinsey@slpl.org). **Proposal inquiries must be submitted in writing for the St. Louis Public Library review no later than Friday, August 25, 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 Buyer, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103** for a 2:00 p.m. Proposal opening at that location on Thursday, August 31, 2023. ***IN ADDITION, THE ST. LOUIS PUBLIC LIBRARY ACCEPTS EMAIL PROPOSALS. PLEASE SEND YOUR EMAIL PROPOSAL RESPONSE TO: [bids@slpl.org](mailto: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 LIBRARY DISTRICT DBA  
ST. LOUIS PUBLIC LIBRARY RFP 23-993500 CAFE VENDOR SERVICES**

**REQUEST FOR PROPOSAL**

August 14, 2023

**INTRODUCTION**

The St. Louis Public Library requests Proposals from qualified Proposers for the **CAFÉ VENDOR SERVICES**.

Proposals must be received no later than 2:00 p.m., August 31, 2023 by:

Jacquelynn Kinsey, Assistant Buyer  
Board of Directors of the City of St Louis  
Municipal Library District DBA St. Louis Public Library  
1415 Olive Street  
St. Louis, MO 63103-2389

**Electronic submissions will be accepted. The email address is [bids@slpl.org](mailto: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 Friday, August 25, 2023. To preserve the integrity of the selection process, questions regarding this RFP should only be directed in writing to Jacquelynn Kinsey at [jkinsey@slpl.org](mailto:jkinsey@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 RFP 23-993500 CAFE VENDOR SERVICES**

**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 Proposer, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations, or duties contained in a Vendor Agreement; or (c) any violation of any applicable federal,

state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under a Vendor Agreement.

**H. Required Insurance Coverage.** Proposer shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of a Vendor Agreement, which policies shall protect against any loss or claim arising from or relating to a Vendor Agreement, the Services and activities, or presence at the St. Louis Public Library facilities, and any act or omission of Proposer or its employees and/or agents or subcontractors in connection with the Services provided under a Vendor Agreement, and shall cover the contractual indemnification liability assumed by the Proposer or pursuant to a Vendor Agreement.

1. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, special form property damage, fire legal liability, contractual liability, independent contractors, errors and omissions, and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Proposer's activities at Central Library. Any deductible shall be at Proposer's expense.
2. Business, automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00).
3. Worker's Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Proposer's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit.
4. Blanket employee dishonesty coverage with One Hundred Thousand Dollars (\$100,000) limit, with coverage extending to funds and/or property held by Proposer on behalf of St. Louis Public Library.
5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by 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 C**.
- J. **Performance Uninterrupted**. Proposer shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Proposer shall be in sole discretion of the St. Louis Public Library.
- K. **Communications**. The Proposer shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public Library management to provide updates regarding the Services performed. The Proposer shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.
- L. Proposer shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services in a public St. Louis Public Library environment under a Vendor Agreement. Proposer shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Proposer who, in the opinion of the St. Louis Public Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the St. Louis Public Library in its sole discretion, be reassigned or removed from performing any further duties related to the Services to be provided under a Vendor Agreement. In the performance of the Services under a Vendor Agreement, Proposer and its staff shall comply with the St. Louis Public Library's Policy for Appropriate Use of the Library, as may be amended from time to time.
- M. **Laws & Ordinances**. Proposer shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and Services under a Vendor Agreement at Central Library.
- N. **Timing**. The successful Proposer must be ready to begin services no later than sixty (60) 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.

**EVALUATION CRITERIA**

**The award will be made based on an evaluation of each of the four sections below. The Proposer with the highest point total, out of 100 points, will be considered the awarded contractor. The final selection will be at the sole discretion of the Library and in the best interest of the Library.**

<b>WEIGHT</b>	<b>SCORING</b>	<b>DESCRIPTION</b>
40%	<b>Business Plan</b>	Demonstrates strong knowledge of providing café services. Demonstrates knowledge of occupational health & safety, HR. Emphasis on hospitality training with staff Customer service expertise in all areas
20%	<b>Professional Experience</b>	Education/ Practical Experience Proven record of industry success Expertise in menu development High levels of cleanliness standards Creativity in food offerings Plating and presentation design Exhibits a high level of food quality
20%	<b>Financial Sustainability</b>	Demonstrates understanding of financial requirements for operating a café capability to sustain operations
20%	<b>Benefit to Community</b>	Provide operation in accordance with the Library's mission.



## CENTRAL LIBRARY CAFÉ VENDOR SERVICES

### SCOPE OF WORK

The St. Louis Public Library is seeking proposals from qualified vendors ("Vendor") to establish a contract through competitive negotiation for the lease of the Library's Café Space at Central Library, located at 1301 Olive St., St. Louis, MO 63103.

The Vendor shall provide all labor, materials, and supplies necessary to provide dining, carryout and general café style food services at the Library. Breakfast, lunch, coffee services, drink items, and snack foods shall be provided during Library hours, except for Library holidays.

A. The following describes the scope of Services related to use of Central Library operational matters, and food and beverage requirements.

1. **Timing.** The successful proposer must be ready to begin the services on or about October 16, 2023 upon mutual agreement.
2. **Café Food and Prices.** The Library Café will provide beverages and high quality light fare to Library patrons and staff at competitive prices at levels for products offered at other public institutions within the St. Louis area. Offerings may be pre-packaged, pre-assembled, or made on site, and alcohol sales will not be permitted at the Library Café by Proposer. The selected Proposer, through the life and termination of a Café Vendor Agreement, shall maintain such minimum or par stock levels at its cost. Menus and prices will be evaluated by the Library.
3. **Library Hours.** Central Library is open to the public these hours: Monday - Thursday 9:00 am - 8:00 pm; Friday & Saturday 9:00 am - 5:00 pm; and Sunday 1:00 - 5:00 pm.
4. **Hours of Café Operation.** The Library Café should be open to the public as much as is reasonably possible within the open hours of Central Library. The proposer agrees to adhere to its published hours as closely as possible. The Library Café Services should conclude a minimum of one-half hour before Central Library closes in order for Proposer to properly clean and shut down the Library Café on time and prior to Central Library's closing. Because of the limited hours of Sunday operation, Proposer is not expected to open the Library Café on Sundays. Should Central Library be forced to close for any reason, the Library Café will not be allowed to operate. Library will consider café operational hours that begin prior to the Central Library's public hours.
5. **Holidays.** Central Library and the Library Café shall be closed for nine (9) holidays including the following: New Year's Day; Dr. Martin Luther King, Jr.'s Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Christmas Eve and Christmas Day. The Library will communicate any other closures.
6. **Library Café and Kitchenette Space Description and Usage.** The Central Library has an equipped kitchenette and Library Café area located on the first floor of the Locust Street Atrium available for Proposer's non-exclusive use for the Services. Additional descriptions of the areas available for Proposer's non-exclusive use for the Services are described in Attachments B, attached hereto and made a part hereof. The Library Café kitchenette space is 17' x 18' - 306 sq. ft. The Library Café space, including the service area, counter, and the public seating space is 22' x 27' - 594 sq. ft. Current issues from the Library's popular magazine and newspaper collections are shelved in this comfortable public seating area. This area is adjacent to both an elevator and the service delivery ramp. Seating, tables, and signage materials can be arranged to fit the needs of the proposer with prior approval from Library.
7. **Employee Parking.** The Proposer's staff is permitted to park in the Central Library Staff parking lot located at 15th and Olive Streets.

8. **Utilities.** The Proposer will be supplied with a connection, electricity, gas, water, sewer services, heating/air-conditioning (hereinafter "Utilities"), and trash service at Central Library for performance of Services. Library offers public WIFI that may be used by Proposer. Under no circumstances shall the Library be held responsible for any break in the Utilities or for any loss of operation hours by Proposer resulting therefrom. The Vendor shall be directly responsible for all other costs and expenses of its operations to perform the Services.
9. **Janitorial, Cleaning, and Trash Removal.** The Vendor shall be responsible for keeping the Café food preparation and seating areas clean, neat, and in safe, sanitary conditions, including immediately cleaning up all spill and messes. The Vendor shall also remove garbage and trash from the food preparation and seating areas daily. The garbage and trash should be taken the trash pickup areas at the loading dock, and the containers shall be washed out daily. The Library reserves the right to inspect the Vendor's food preparation and seating areas to ensure a clean, healthy and safe environment.
10. **Deliveries.** All deliveries must come into Central Library via the delivery ramp on the east side of the building; the public entrances are not to be used for deliveries. Deliveries may be scheduled on weekday mornings after 7:00 am and must be supervised and handled by the Proposer's staff. Disturbance of public areas and elevator use by deliveries must be kept to a minimum during the hours that Central Library is open to the public.
11. **Building Security.** The Vendor shall ensure that all of its owners, officers, employees and agents who will be in the Library (hereafter referred to as "employees") shall comply with the security requirements set forth by the Library security and access policies. The Vendor shall ensure compliance with these requirements before any employee is permitted within the Library.
12. **Non-Exclusive Use.** The Library reserves the right to use the Library Café, kitchenette, and other areas and equipment described in this RFP for a variety of activities that may or may not be Café and catering related. All of the areas described in this RFP shall be provided to the selected Proposer for the Services on a non-exclusive basis. The Library reserves these areas for its own Library uses and may provide use of such areas to others in the Library's sole discretion and judgment.
13. **As-is Condition.** The selected Vendor shall accept use of the property and equipment described in this RFP in an "as-is" condition, without any representations or warranties from the Library as to the condition of such property and equipment, their code compliance, or fitness for any use, nor will the Library make any promises to maintain, alter, remodel, repair, improve or replace such property or equipment. The Vendor will be solely responsible for equipment cleaning, maintenance, repair, and/or replacement as necessary for all equipment used in performance of the Services at Central Library.
14. **Certification and Licenses.** The Vendor must meet all required sanitation and safety standards, including compliance with applicable health codes and shall obtain all required certifications and licenses. Certifications and licenses must be displayed in the Café space and copies must be furnish to the Library. The Proposer will be solely responsible for collecting the proper sales and food and beverages taxes and reporting to the proper agencies.

- B.** The following issues should be specifically addressed by the Proposer in their proposal submission along with any other specifications the proposer would like to submit:
1. The proposer shall provide a sample menu with prices, including the names of food or beverage purveyors or supplier of each item. The same should be provided for optional catering services, if the proposer is interested in providing such services. These may be breakfast, lunch, dinner, hors d'oeuvres, dessert, etc. Proposer would be required to obtain proper liquor license / permit for serving alcohol for catered events.
  2. The proposer must include the hours of operation they would be able to provide along with a weekly staffing schedule showing planned staffing levels
  3. The proposer will provide their business plan indicating the source of funding to be used for space enhancements and working capital.
  4. A list of major equipment to be utilized, including brand and model.
  5. Identify all legal claims, demand, or lawsuits threatened or pending against the Proposer with regard to the similar services and equipment offered in this proposal.
  6. Indicate in the proposal if the Proposer has failed to complete a contract term for similar services within the last five (5) years. The Proposer must describe such contract including the name and address of the customer and the reason for contract termination.

# Library Cafe & Kitchen Floor Plan + Equipment

## Library Cafe Space

The Library Cafe is located on the first floor of Central Library and includes the service area, counter, and the public seating space is 22' x 27' (594 SQ FT). There are tables with seating for 20.

### Service Area Food Equipment Includes:

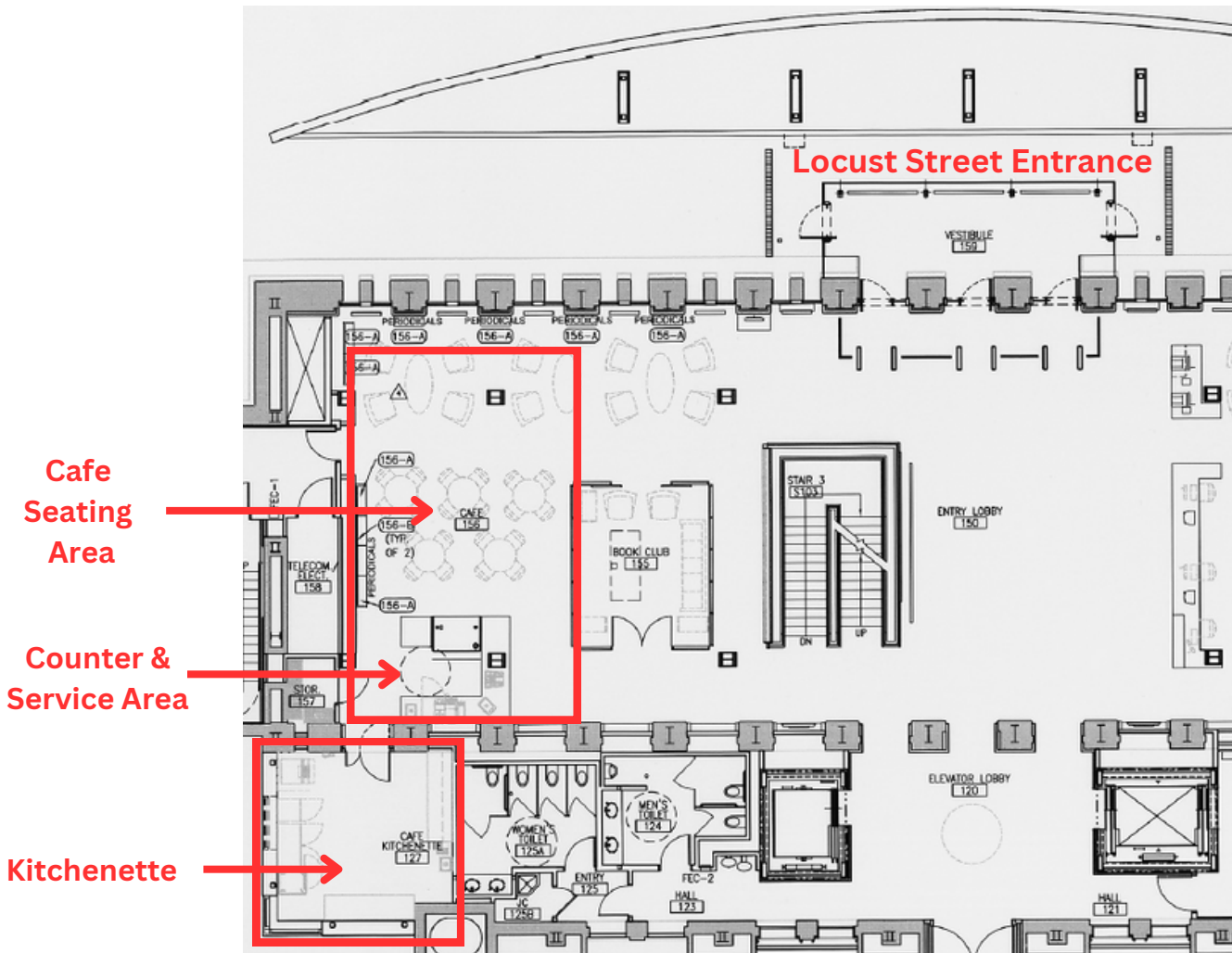
- Dual Temp Merchandiser
- Drop-In Sink (2)
- Undercounter Refrigerator
- Closet Shelving Units (2) 24" x 36"

## Library Cafe Kitchenette

The Library Cafe Kitchenette space is 17' x 18' (306 SQ FT)

### Library Kitchenette Equipment Includes:

- Water Filter System for Ice Maker
- Ice Maker (cube-style) w/ Bin
- Freezer, reach-in
- Work table
- Sink, hand, wall mount
- Work table with table-mounted shelving unit



**NON-COLLUSION AFFIDAVIT**

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

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

Company Name: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_  
(Date)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**E-VERIFY AFFIDAVIT**

Pursuant to Section 285.530 of the Missouri Revised Statutes, as amended, the Proposer entering into a contract with the St. Louis Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Proposer is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exist.

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

Proposer: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Date)

Printed Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 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.

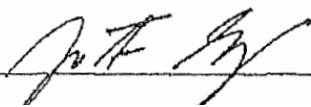
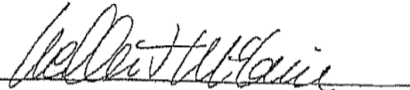
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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

[SEAL]  
ATTEST:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Its Secretary



**ACKNOWLEDGEMENT FORM PROPOSAL FORM**

**PROPOSAL ACKNOWLEDGEMENT:**

The undersigned acknowledges that I have received and thoroughly reviewed the Request for Proposal (RFP) dated August 14, 2023 and intend to participate in the RFP. Pursuant to notices given, the undersigned with complete understanding of the requirements and conditions shall provide all labor and materials in accordance with the requirements and conditions shall provide all labor and materials in accordance with the requirements of the RFP.

Company Name \_\_\_\_\_

Company Address: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_  
(Date)

Print Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_