

INVITATION FOR BIDS

IFB NO: 24-999200

DATE ISSUED: July 26, 2024

SEND BIDS TO:

Purchasing Manager, Lawrence Pruitt
Board of Directors of the City of St.
Louis Municipal Library District DBA
1415 Olive St.
St. Louis Public Library
St. Louis, MO 63103 **OR**
bids@slpl.org

BID DUE DATE: August 16, 2024 by 2:00 p.m.

PURCHASING MANAGER: Lawrence Pruitt

EMAIL ADDRESS: lp Pruitt@slpl.org

BOARD OF DIRECTORS OF THE CITY OF ST. LOUIS MUNICIPAL LIBRARY
DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
IFB 24-999200 SNOW REMOVAL SERVICES

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

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

Print Name: _____

Print Title: _____

Print Company

Name: _____

Print Address,

City, State, Zip: _____

Print Telephone _____

Print Email: _____

Bidder Signature: _____

Bidder is: _____ individual _____ corporation _____ partnership _____ LLC

_____ other – describe _____

BOARD OF DIRECTORS OF THE CITY OF ST. LOUIS MUNICIPAL LIBRARY
DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
IFB 24-999200 SNOW REMOVAL SERVICES

INVITATION FOR BIDS SCHEDULE

IFB Issued	July 26, 2024
Public Notification of IFB	July 26, 2024
Questions from Bidders due to Library	August 2, 2024 at 2:00 p.m.
Bid Due	August 16, 2024 at 2:00 p.m.

BOARD OF DIRECTORS OF THE CITY OF ST. LOUIS MUNICIPAL LIBRARY
DISTRICT DBA ST. LOUIS PUBLIC LIBRARY
IFB 24-999200 SNOW REMOVAL SERVICES

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

Questions about the IFB should be made in writing and directed to Lawrence Pruitt, Purchasing Manager, at lp Pruitt@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 IFB should only be directed in writing to Mr. Pruitt, lp Pruitt@slpl.org. **Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Friday, August 2, 2024, by 10:00 a.m.,** to allow for the St. Louis Public Library's reply prior to Bid submissions.

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

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

Bids and modifications should be submitted in sealed envelopes addressed to the attention of the **Purchasing Manager, St. Louis Public Library, 1415 Olive St., St. Louis, MO 63103 for a 2:00 p.m. bid opening at that location on Friday, August 16, 2024.** EMAIL BIDS WILL ALSO BE ACCEPTED. **PLEASE SEND YOUR EMAIL BID RESPONSE TO: bids@slpl.org. The Bid IFB 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
IFB 24-999200 SNOW REMOVAL SERVICES

INVITATION FOR BIDS

July 26, 2024

INTRODUCTION

The St. Louis Public Library requests Bids from qualified Bidders for Snow Removal Services.

Bids must be received no later than 2:00 p.m., Friday, August 16, 2024.

Lawrence Pruitt, Purchasing Manager
Board of Directors of the City of St Louis
Municipal Library District DBA St. Louis Public
Library 1415 Olive Street
St. Louis, MO 63103-2389

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

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

Questions and clarification inquiries about this IFB must be received prior to 2:00 p.m., Friday, August 2, 2024. To preserve the integrity of the selection process, questions regarding this IFB should only be directed in writing to Lawrence Pruitt: lpruitt@slpl.org.

The St. Louis Public Library wishes to engage a Bidder to provide the services in accordance with and in the furtherance of the St. Louis Public Library's purpose and mission. This IFB seeks Bids from qualified vendors for the goods and services described in this IFB.

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

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

TERMS AND CONDITIONS

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

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

G. **Indemnification.** Bidder shall defend, indemnify and hold harmless the St. Louis Public Library and its directors, officers, employees, representatives, agents contractors, subcontractors, licensees and successors and assigns from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, error, omissions conduct, or operations of Bidder, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, whether active or passive, error, omission, conduct, or operation of any negligent act, whether active or passive, error, omissions conduct, or operation of Bidder, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations, or duties contained in a Vendor Agreement; or (c) any violation of any applicable federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under a Vendor Agreement.

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

1. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, special form property damage, fire legal liability, contractual liability, independent contractors, errors and omissions, and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Bidder's activities at Central Library. Any deductible shall be at Bidder's expense.
2. Business, automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00).
3. Worker's Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Bidder's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;
4. Blanket employee dishonesty coverage with One Hundred Thousand Dollars (\$100,000) limit, with coverage extending to funds and/or property held by Bidder on behalf of St. Louis Public Library.
5. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Bidder shall be Bidder's responsibility. The St. Louis Public Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Bidder.
6. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in

Subsections I. (1), (2), (3), and (4) above, which such policy shall be written on an occurrence basis.

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

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

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

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

- I. **E-Verify**. The Bidder must agree to enroll in and participate in the E-Verify Program as required by Section 285.530 of the Missouri Revised Statutes, as amended, during the hiring process for all employees hired after the date of a Vendor Agreement. The Bidder must agree to require its subcontractors who may perform work under a Vendor Agreement to certify to Bidder that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Verify program. The Bidder must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The St. Louis Public Library may terminate a resulting Vendor Agreement for default if the Bidder fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the St. Louis Public Library of such breach. As a condition to entering into a Vendor Agreement, the Bidder must execute the E-Verify Affidavit, which shall be an exhibit to a Vendor Agreement. Such affidavit shall be in the form attached to this IFB as **Attachment C**.
- J. **Performance Uninterrupted**. Bidder shall perform the Services without interruption except as provided herein. The decision whether to postpone or excuse the performance of the Bidder shall be in sole discretion of the St. Louis Public Library.

- K. **Communications.** The Bidder shall communicate regularly or on an agreed upon schedule with the designated St. Louis Public Library management to provide updates regarding the Services performed. The Bidder shall correct all deficiencies within forty-eight (48) hours after being notified by designated St. Louis Public Library management.
- L. Bidder shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services in a public St. Louis Public Library environment under a Vendor Agreement. Bidder shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to St. Louis Public Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Bidder who, in the opinion of the St. Louis Public Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the St. Louis Public Library in its sole discretion, be reassigned or removed from performing any further duties related to the Services to be provided under a Vendor Agreement. In the performance of the Services under a Vendor Agreement, Bidder and its staff shall comply with the St. Louis Public Library's Policy for Appropriate Use of the Library, as may be amended from time to time.
- M. **Laws & Ordinances.** Bidder shall comply with and observe all applicable federal, state and local laws, ordinances and regulations relating to its operation and Services under a Vendor Agreement at Central Library.
- N. **Timing.** The successful Bidder must be ready to begin services no later than thirty (30) days after date of the contract execution.
- O. **Compliance with Laws.** The selected Bidder shall operate in compliance with all applicable local, state and federal laws, regulations and ordinances and in accordance with the Library's Policies and Procedures as may be amended from time to time. It is the Bidder's sole responsibility to obtain and maintain all appropriate licenses and permits for its operation in the performance of the Services.

P. **AWARD**

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

1. The right is reserved by the Library to cancel the IFB or to reject in whole or in part when it is for good cause and in the best interests of the Library any and all Bids and to waive any irregularity or informality with respect to any Bid. The Library reserves the right to split awards, make multiple awards and to reject all Bids.
2. Discussions or negotiations with bidders after receipt and opening of bids is not permitted.
3. Subject to the terms of this IFB, the contract shall be awarded with reasonable promptness by written notice to the lowest responsive Bidder whose Bid meets the requirements set forth in this IFB. No other factors or criteria shall be used in the evaluation.
4. The selected Bidder shall enter into a Vendor Agreement consistent with this IFB.

ATTACHMENT A

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY **DISTRICT DBA ST. LOUIS PUBLIC LIBRARY** **IFB 24-999200 SNOW REMOVAL SERVICES**

SCOPE OF WORK

Contractor shall remove snow from parking lots, steps, entrances and exits, receiving ramps, loading zones, book return drop box areas, garage entrances, handicap parking spaces, and the entire side walk area of all Library Branches and additional Library properties. Contractor to provide all snow and/or ice removal services from an overnight event prior to 7:30am unless weather conditions do not allow. Contractor must meet with Library Representative for familiarization of properties to ensure parking lots, sidewalks, entrances, landscape, driveways and property lines belonging to the Library are understood as well as to prevent landscaping and sprinkler systems from being damaged.

All walkways and paths shall be plowed a minimum of 6' wide, unless the walkway is less than 6 ft., in which case the entire width of the path will be cleared. Contractor will respond immediately when snowfall meets or exceeds two (2) inches within the St. Louis Metropolitan Area.

PROPOSERS ARE STRONGLY ENCOURAGED TO VISIT EACH SITE BEFORE SUBMITTING PROPOSAL. FAILURE OF PROPOSER TO VIST SAID SITES SHALL NOT CONSTITUTE A REASON FOR PRICE INCREASES FOR COMPLETED WORK.

The responsibility for any damages or claims resulting from the operation of the equipment under this bid rests entirely with the Contactor regardless of any assistance or direction which may be given. Any parking blocks disturbed or damaged by plows will be reset or replaced by the contractor.

RESPONSIBILITY OF CONTRATOR

The Contractor shall furnish all labor, tools, material, equipment, insurance and transportation for the removal of snow and/ or ice.

The Contractor shall institute all reasonable safety precautions at the sites(s).

CONTRACT TERMINATION

Service may be terminated by either part by giving thirty (30) days written notice. If the Contractor fails to render proper services and meet, the standards and specifications set forth by the St. Louis Public Library. Contractor will be given written notice and if Vendor fails to correct such services or conditions within ten (10) days. The St. Louis Public Library reserves the right to cancel service immediately.

DURATION OF CONTRACT

1. Proposers shall submit pricing. Based on a one-season contract which shall be in effect for the winter season of 2024/2025.
2. Season or winter season shall mean the period from November 1, 2024 through March 31, 2025.
3. The date of commencement of work may be advanced or altered.

TERMS OF CONTRACT

The contract shall not bind the St. Louis Public Library for any contractual commitment in excess of the original contract period. The St Louis Public Library shall have the right, at its sole option, to renew the contractor for two (2) one-year periods, or a portion thereof. In the event that the St. Louis Public Library exercises option to renew, all terms, conditions and provisions of the original contract shall not be increase in excess of the maximum percentages of increases as stated on the pricing page of the successful proposer's proposal. If the pricing page does not include such percentages or if applicable, spaces are left blank, prices will be the amount during the original contract.

BID REQUIREMENTS

1. Bidders shall furnish satisfactory evidence that they have the ability and experience in this class of work to enable them to execute the same successfully, and to complete it in the time stated in the contract.
2. Proposers 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.
3. Bidders are required to complete and return the attached Pricing Page based on a seasonal contract covering the period of November 1 through March 31 of a given contract year with the option to renew two additional contract periods (each covering the time period November 1st of one year through March 31st of the following year).

QUALITY CONTROL

The proposer shall be responsible for maintaining quality control. Preliminary approval by the St. Louis Public Library does not relieve the bidder of his/her responsibility. The St. Louis Public Library reserves the right to reject any services that do not meet acceptable standards of quality.

EQUIPMENT

1. If requested, Contractor shall provide the St. Louis Public Library with a list of equipment used in the removal of snow from prescribed parking lot entrances and exists. Contractor shall also include equipment used to spread ice-melting compound and/or sand on prescribed areas. Contractor shall not use equipment that may cause damage to the parking lot, driveway, sidewalk and turf.
2. A minimum of two trucks with plows must be dedicated to the St. Louis Public Library account to ensure snow and ice is removed in a timely manner.
3. Successful proposer shall be responsible for all operators' wages, insurance, licenses, maintenance, repairs and all other operating costs, including necessary fuel, associated with the execution of this contract.

ICE-MELTING COMPOUND AND SAND SUPPLIES

No salt is permitted on the sidewalks. Contractors are allowed to use ice melting agent deemed safe for concrete. Contractor shall submit with his/her proposal the brand name of any and/or all ice-melting compound or compounds to be provided when spreading on prescribed surfaces, and shall provide Material Safety Data Sheets for said compounds(s). Contractor shall provide any pricing adjustments for use of different ice-melting compounds. The authorized St. Louis Public Library representative must authorize use of ice-compounds with additional cost.

SUB-CONTRACTING

1. Successful proposer shall not assign, transfer or sublet this contract or any portion thereof without the written consent of the St. Louis Public Library.
2. Upon request by the authorized Library Representative, Contractor shall perform snow removal at individual locations. When there is a prolonged snow, Contractor shall use discretion in determining whether the second plow is necessary. Any additional plow after the second pass will require prior approval by the authorized by Library Representative.
3. In consultation with the Library's designated official, the Contractor shall spread ice-melting compound and screened sand provided by Contractor, on prescribed areas highlighted on attached site drawings, for the purpose of providing ice-melting ability of and/or traction on the prescribed ice-covered surfaces when general icing conditions exist in the St. Louis Metropolitan Area.
4. Contractor shall submit pricing for snow removal at individual facilities. Upon the Library's request, Contractor shall perform snow removal at individual locations, when general snow fall in the St. Louis Metropolitan Area is less than two inches, but may have exceeded the two- inch level in a given facility's area.
5. Bidders shall estimate total hours for completion of all branches as a requirement of this solicitation.

OPERATORS

1. Contractor shall provide an adequate number of qualified operators to enable them to operate the equipment continuously 24 hours a day if necessary.
2. The assigned operators and replacements shall be fully qualified and experienced in the effective operation of the equipment to be employed. The successful bidder shall designate an individual or individual(s) with supervisory discretion to control activities of assigned operators. Contractor shall provide to the Library the name of said individual(s) and shall provide a telephone number where Contractor may be reached during normally non-operational hours. Each bidder shall submit with his/her bid a list of those experienced persons who shall be employed to operate Contractor's equipment on Library property.

INSPECTION

1. Contractor's equipment shall meet or exceed local vehicle code requirements, and shall have been inspected within the preceding ninety (90) days prior to commencement of this contract. Contractor shall have written copy of inspection contained within his/her business files and shall provide a copy of said inspection upon request of designated Library official.
2. If and whenever requested by the Library's designated official, Contractor shall arrange for the Library official's personal inspection of said equipment.
3. The Library may at any time request that a given piece of the Contractor's equipment be re-inspected with written evidence of said inspection provided the Library's designated official once completed.

CONDITIONS OF PAYMENT

Contractor shall submit invoices specifically and individually outlining date, location, and type of service given as well as pricing (as outlined on Attachment B), with a line item entitled "Total Invoice Amount." As the Library is a tax-exempt entity, no sales or service taxes shall be included on said invoices. Library payment terms are Net 30 days.

CONTRACTOR'S SUBSTANDARD PERFORMANCE/DEFAULT

1. In the event that the Contractor fails to perform the services herein provided, the Library may notify the Contractor of the default by letter or telegram, and require that the default be remedied to the satisfaction of the Library within ten (10) days, in default of which the Library is entitled to remedy such default, and the costs of so doing shall be deducted from payments.
2. In the event that equipment, after starting operation, is not available as required due to mechanical breakdown or lack of an operator familiar with assigned roads, the Library reserves the right to deduct twenty percent (20%) from the contracted service price for each four hour delay in service completion. If it can be shown by the Contractor, to the satisfaction of the Library, that the down-time is caused and continues as a result of conditions over which the Contractor has no control, the damage shall not be imposed for that portion of the down-time that is reasonably beyond the control of the Contractor.

DESIGNATED LIBRARY OFFICIAL

For the answers to questions, or for acquiring additional information, please contact Lawrence Pruitt, Purchasing Manager at (314) 569-0313, or Angela Nolin, Manager of Building Services at (314) 436-7179.

Service Locations & Hours of Operation

Administration Bldg.
1415 Olive St.
St. Louis, MO 63103
M-F: 8am-5pm

15TH Street Parking Lot
St. Louis Public Library
Intersection of 15th & Olive Street
St. Louis, MO 63103
M-F: 8am-5pm

Central Library
1301 Olive St.
St. Louis, MO 63103
M-TH: 9am-8pm
F & SA: 9am-5pm
SU: 1-5pm

Baden Library
8448 Church Rd.
St. Louis, MO 63147
M: Noon-8pm
TU-TH: 10am-6pm
F & SA: 10am-5pm

Barr Library
1701 Jefferson Ave.
St. Louis, MO 63104
M: Noon-8pm
TU-TH: 10am-6pm
F & SA: 10am-5pm

Buder Library
4401 Hampton Ave.
St. Louis, MO 63109
M-TH 9am-8pm
F & SA: 9am-5pm
SU: 1-5pm

Cabanne Library
1106 Union Blvd.
St. Louis, MO 63113
M: Noon-8pm
TU-TH: 10am-6pm
F & SA: 10am-5pm

Carondelet Library
6800 Michigan Ave.
St. Louis, MO 63111
M: Noon-8pm
TU-TH: 10am-6pm
F & SA: 10am-5pm

Carpenter Library
3309 S. Grand Ave.
St. Louis, MO 63103
M-TH: 9am-8pm
F & SA: 9am-5pm
SU: 1-5pm

Compton Library
1624 Locust Ave.
St. Louis, MO 63103
M-F: 8am-5pm

Divoll Library
4234 N. Grand Blvd.
St. Louis, MO 63107
M: Noon-8pm
TU-TH: 10am-6pm
F & SA: 10am-5pm

Julia Davis Library
4415 Natural Bridge Ave.
St. Louis, MO 63115
M-TH: 9am-8pm
F & SA: 9am-5pm
SU: 1-5pm

Kingshighway Library
2260 S. Vandeventer Ave.
St. Louis, MO 63110
M: Noon-8pm
TU-TH: 10am-6pm
F & SA: 10am-5pm

Machacek Library
6424 Scanlan Ave.
St. Louis, MO 63139
M: Noon-8pm
TU-TH: 10am-6pm
F & SA: 10am-5pm

Walnut Park Library
5760 W. Florissant Ave.
St. Louis, MO 63147
M: Noon-8pm
TU-TH: 10am-6pm
F & SA: 10am-5pm

ATTACHMENT B - PRICING PAGE**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY**
RFP 22-990800 SNOW REMOVAL SERVICES

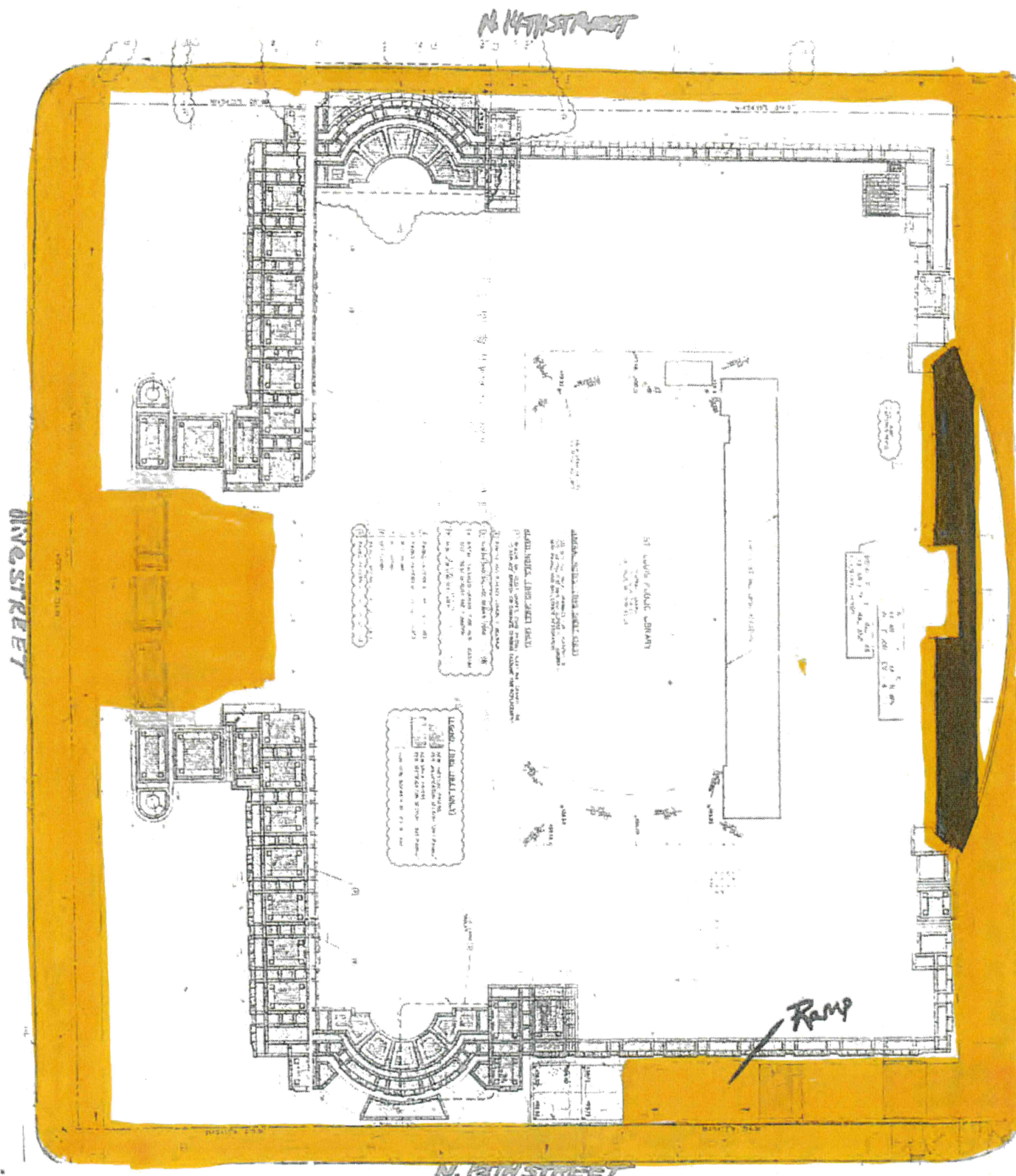
LOCATION	PARKING LOT SALTING	PARKING LOT PLOWING	HANDWORK- SIDEWALK SHOVELING, ETC.	HANDWORK-SALTING (CALCIUM CHLORIDE/POTTASSIUM CHLORIDE) ONLY	Totals:
Administration Bldg. 1415 Olive St. St. Louis, MO 63103					
15 TH Street Parking St. Louis Public Library Intersection of 15 th & Olive Street St. Louis, MO 63103					
Central Library 1301 Olive St. St. Louis, MO 63103					
Baden Library 8448 Church Rd. St. Louis, MO 63147					
Barr Library 1701 Jefferson Ave. St. Louis, MO 63104					
Buder Library 4401 Hampton Ave. St. Louis, MO 63109					
Cabanne Library 1106 Union Blvd. St. Louis, MO 63113					
Carondelet Library 6800 Michigan Ave. St. Louis, MO 63111					
Carpenter Library 3309 S. Grand Ave. St. Louis, MO 63103					
Compton Library 1624 Locust Ave. St. Louis, MO 63103					
Divoll Library 4234 N. Grand Blvd. St. Louis, MO 63107					
Julia Davis Library 4415 Natural Bridge Ave. St. Louis, MO 63115					
Kingshighway Library 2260 S. Vandeventer Ave. St. Louis, MO 63110					
Machacek Library 6424 Scanlan Ave. St. Louis, MO 63139					
Walnut Park Library 5760 W. Florissant Ave. St. Louis, MO 63147					

GRAND TOTAL FOR PROJECT: \$ _____

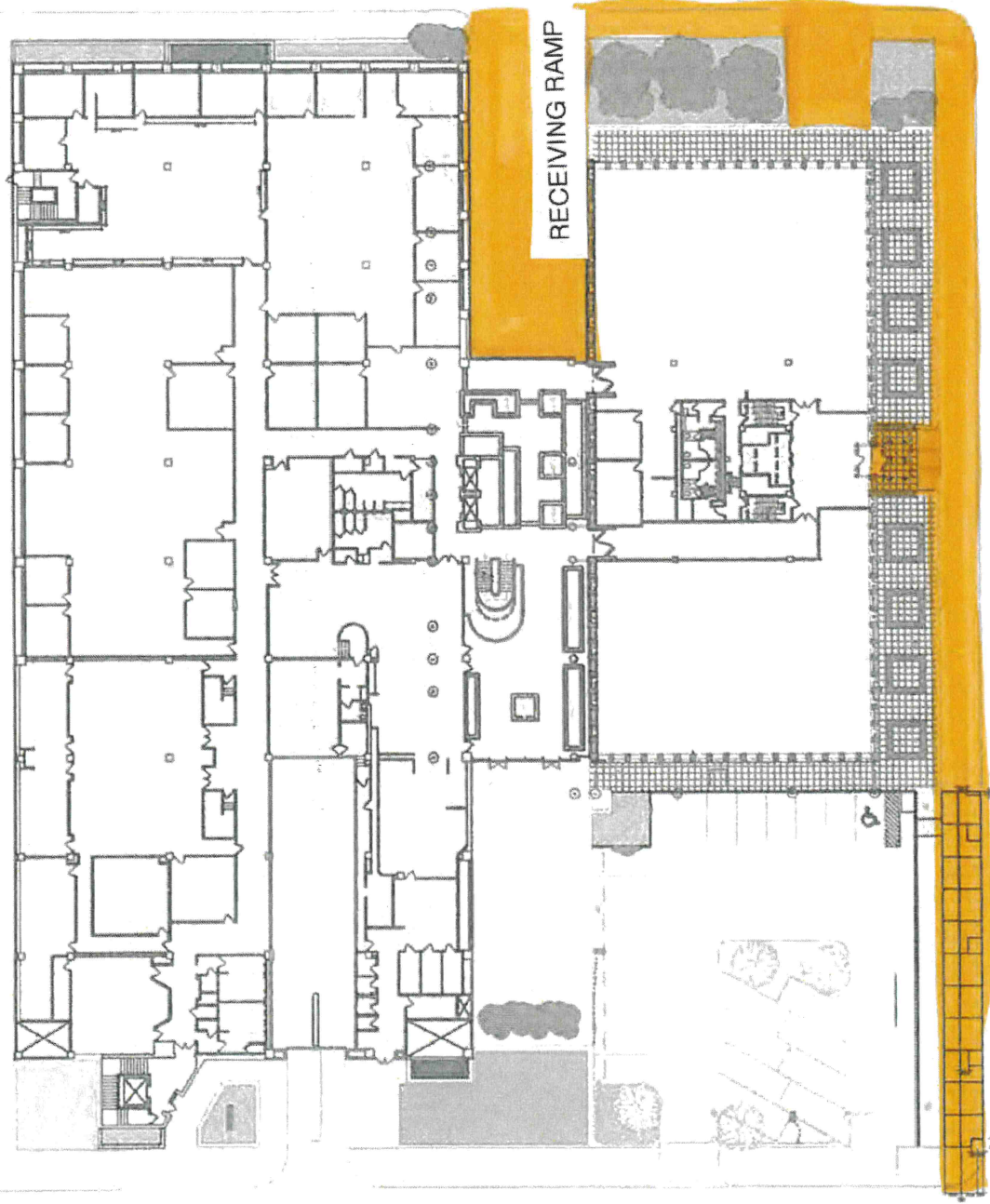
Maximum Percentage Increase, 2 nd Year	%
Maximum Percentage Increase, 3 rd Year	%

Please provide fee-pricing schedule for auxiliary snow removal service not requested above
(Please Circle One). **Attached** or **Not Attached**

Central Library
1301 Olive St
St Louis MO 63103



LOCUST STREET



14TH STREET

GARAGE

RECEIVING RAMP

CENTRAL WEST
SITE MAP

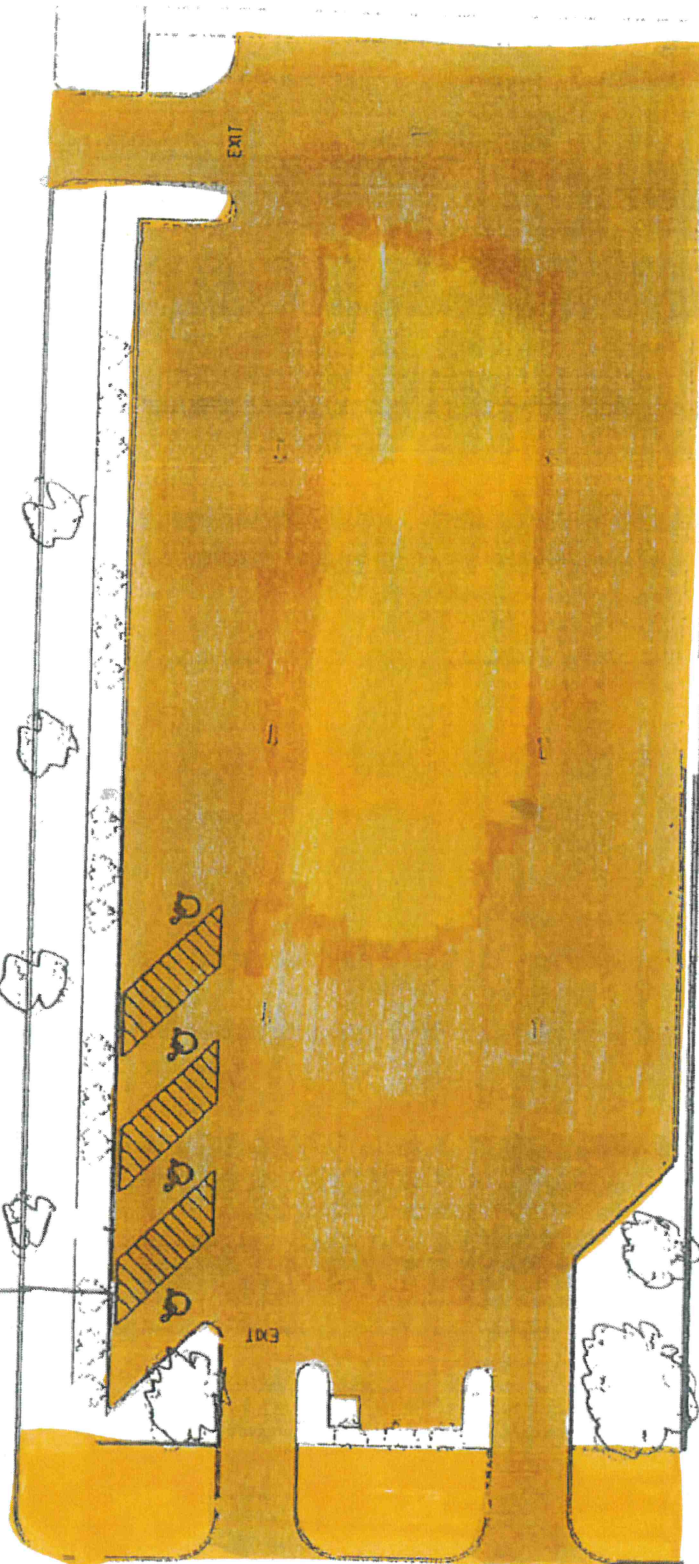
1415
OLIVE STREET

15TH STREET

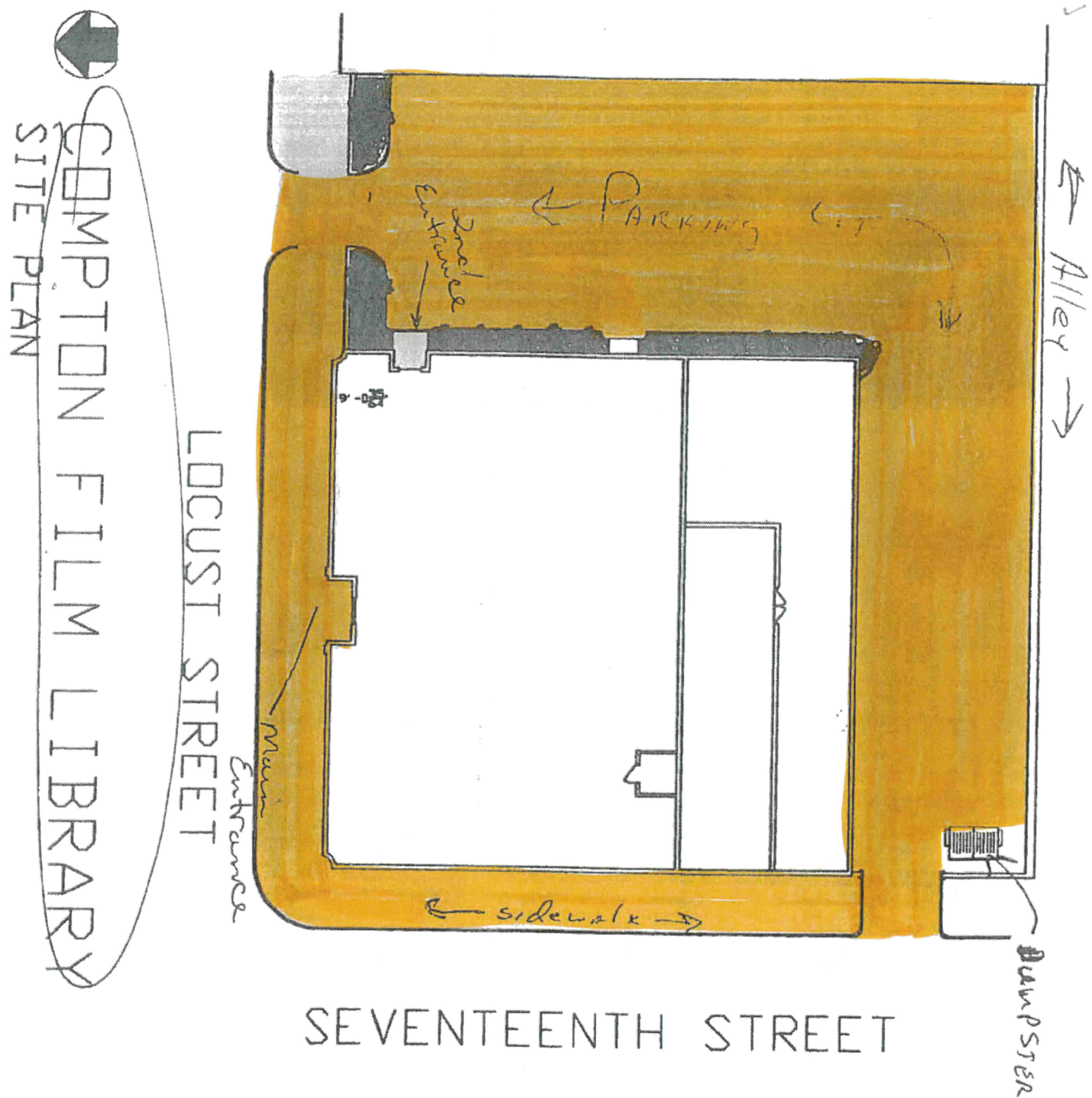
15th St Parking
St Louis Public Library
Intersection 15th & Olive St
St Louis MO 63103

15TH STREET PARKING LOT

Hand-drawn parking spots

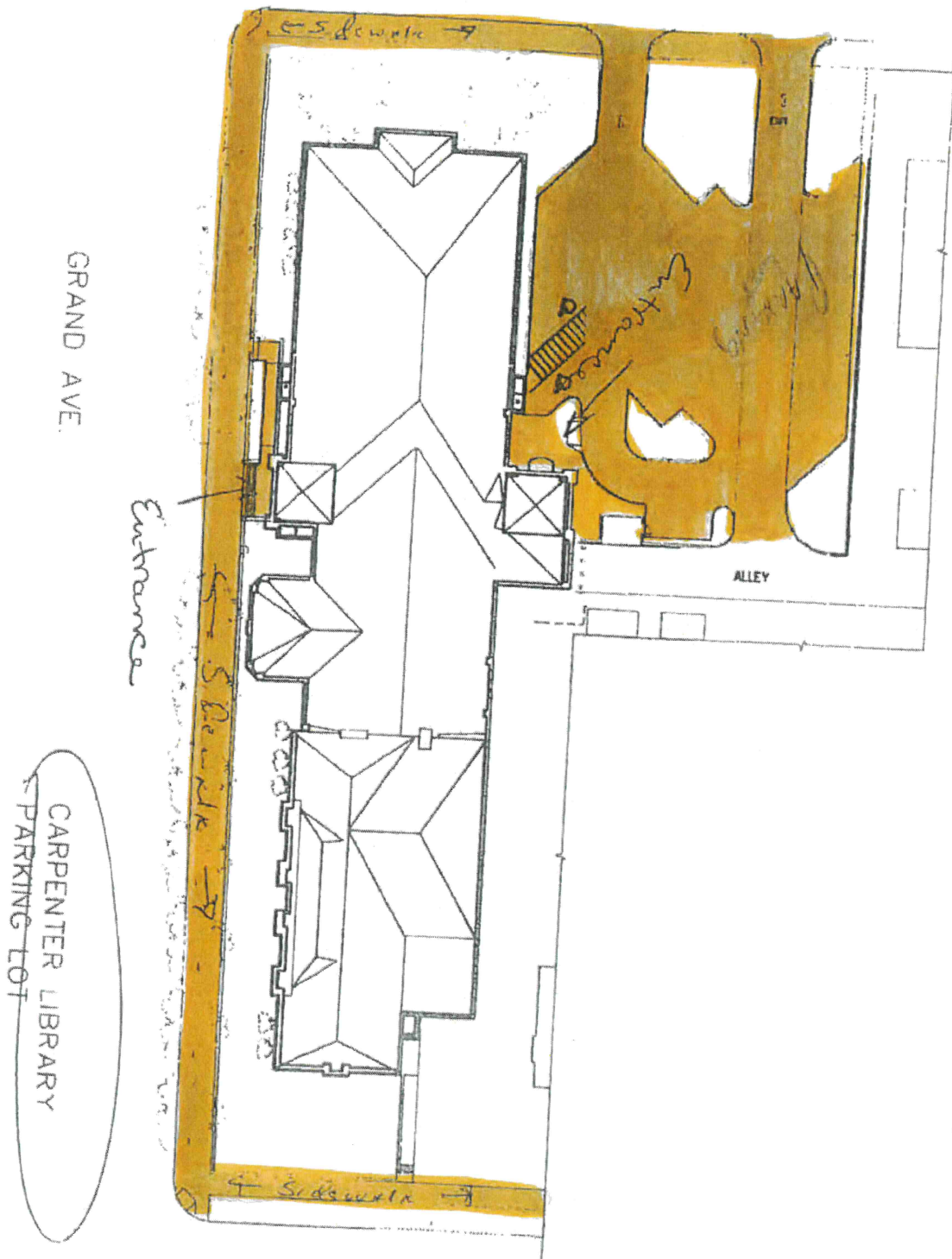


Compton Film Library
St Louis Public Library
1624 Locust St
St Louis MO 63103



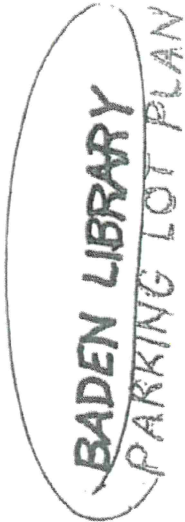
MCDONALD AVE.

Carpenter Branch
St Louis Public Library
3309 S Grand Ave
St Louis MO 63103

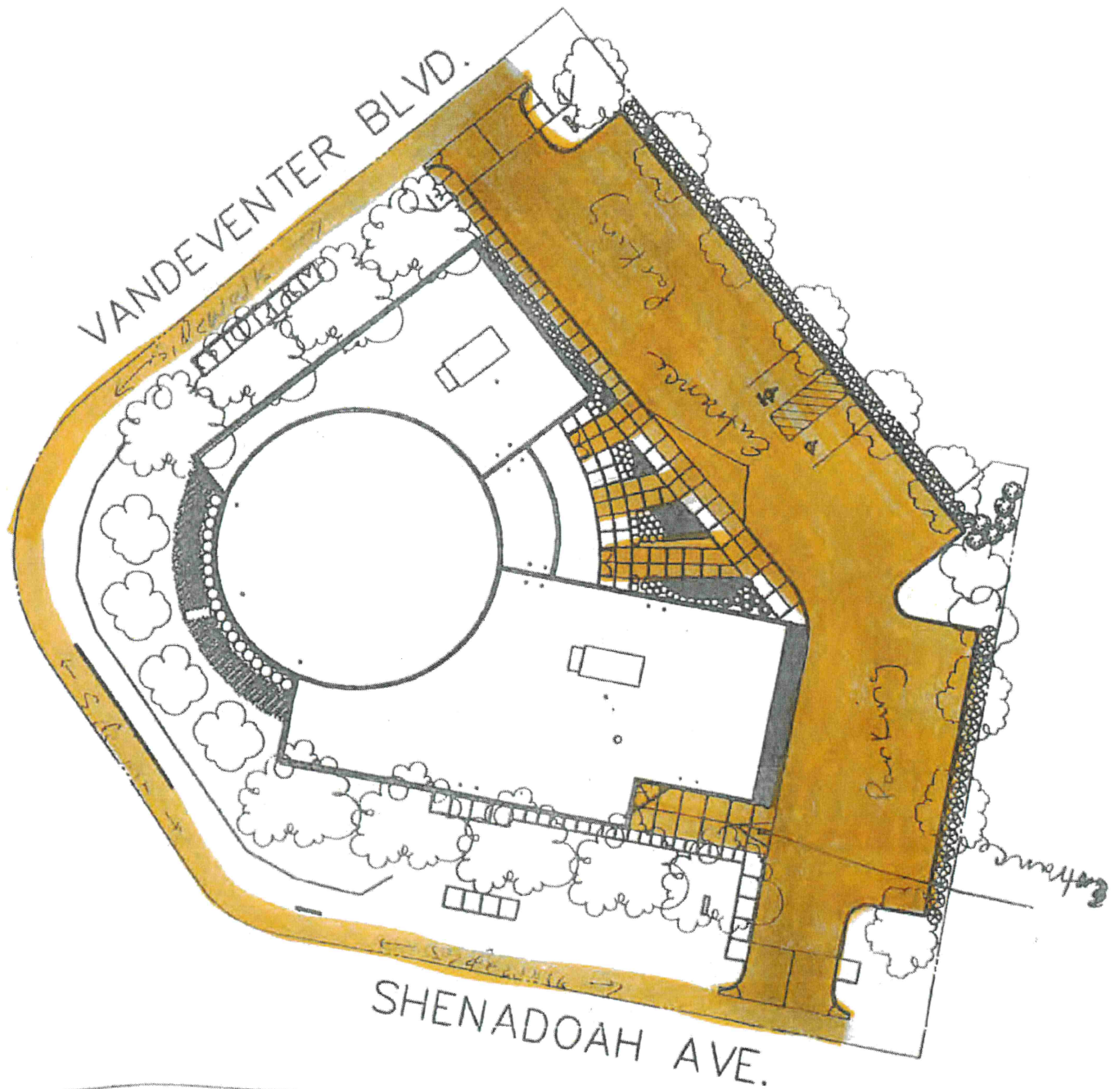


UTAH STREET

✓



Kingshighway Branch
St Louis Public Library
2260 S Vandeventer Ave
St Louis MO 63110



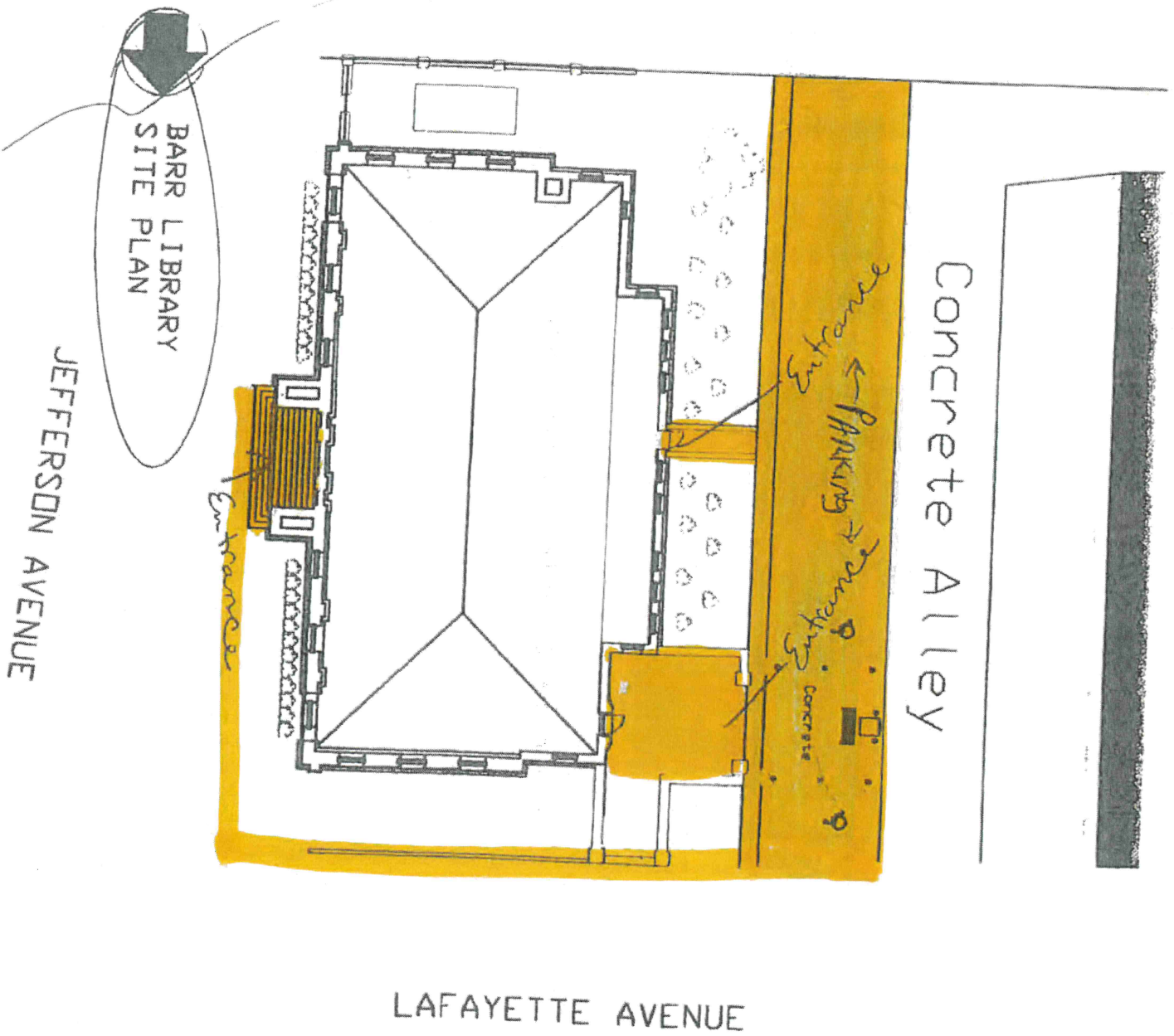
KINGSHIGHWAY BRANCH PARKING LOT PLAN

Hand-drawn site plan of the Machacek Library parking lot. The plan shows a yellow-shaded parking area with several stalls. A "Scanlon" building is to the left, and a "Watson" building is to the right. Two "Entrance" points are marked. A title block in the bottom left reads "MACHACEK LIBRARY PARKING LOT PLAN".

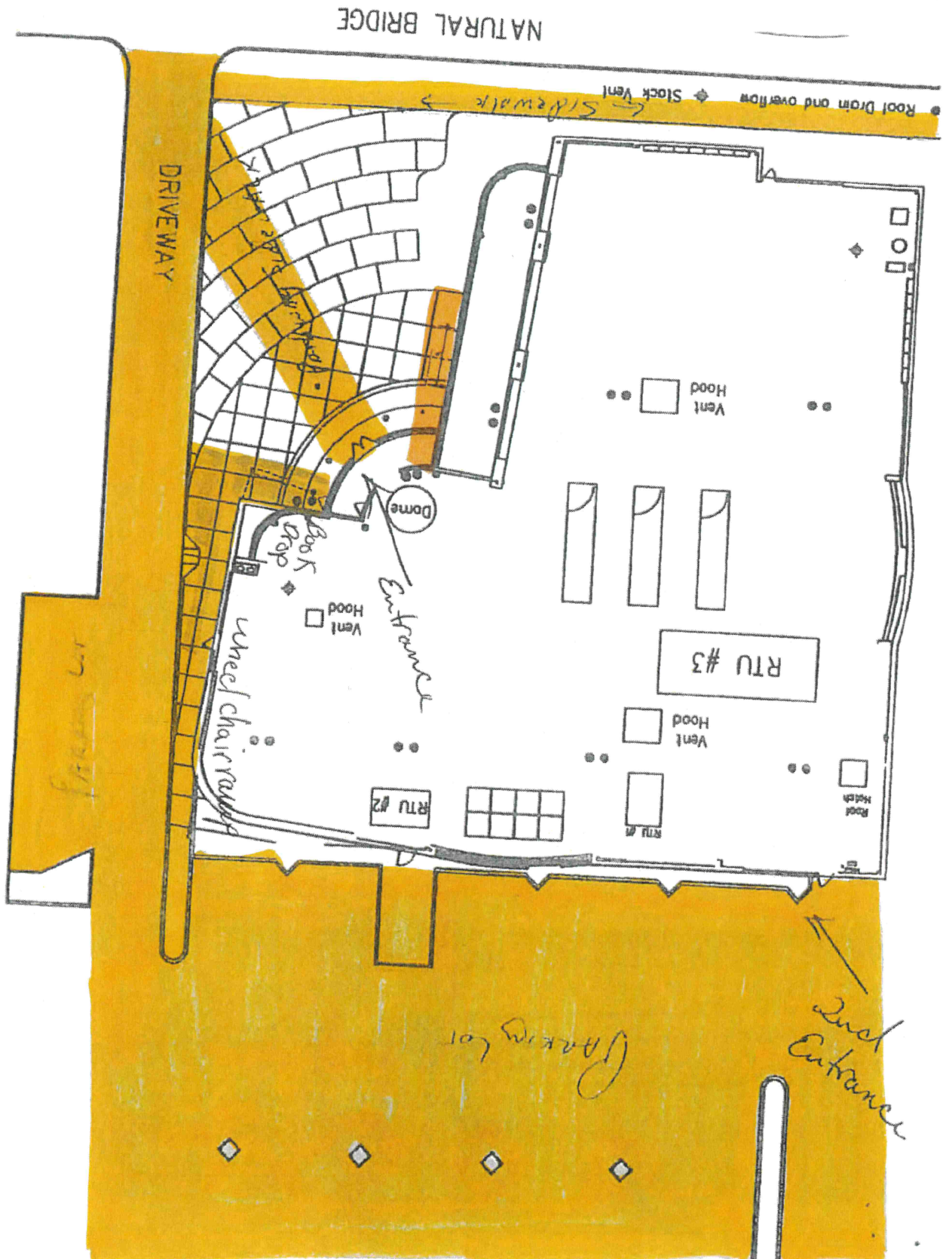
MACHACEK LIBRARY
~~PARKING LOT PLAN~~

Barr Branch
St Louis Public Library
1701 Jefferson Ave
St Louis MO 63104 ✓

INTERSTATE 44



Julia Davis Branch
St Louis Public Library
4415 Natural Bridge Ave
St Louis MO 63115



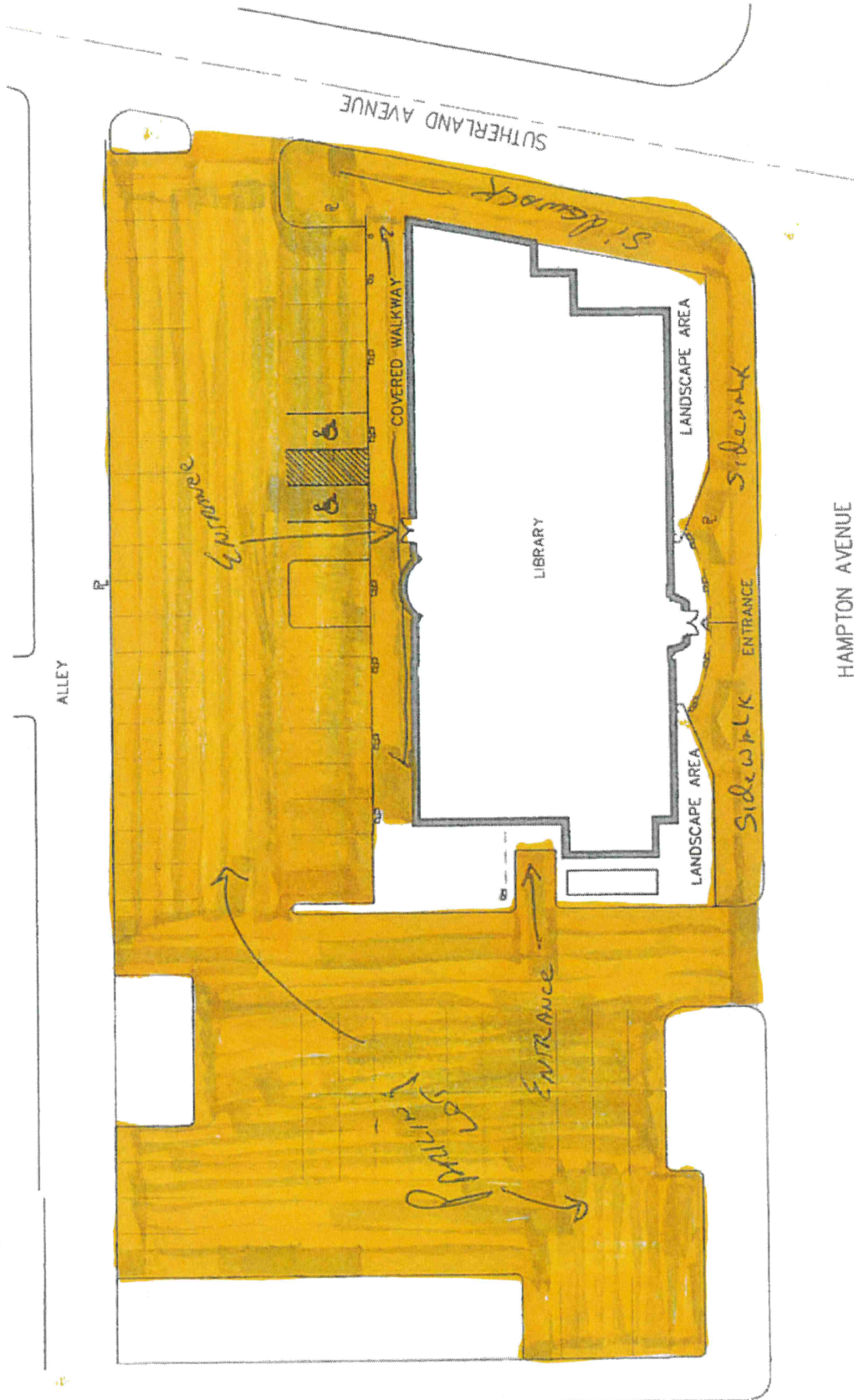
Walnut Park Branch
St Louis Public Library
5760 West Florissant Ave
St Louis MO 63147

West Florissant



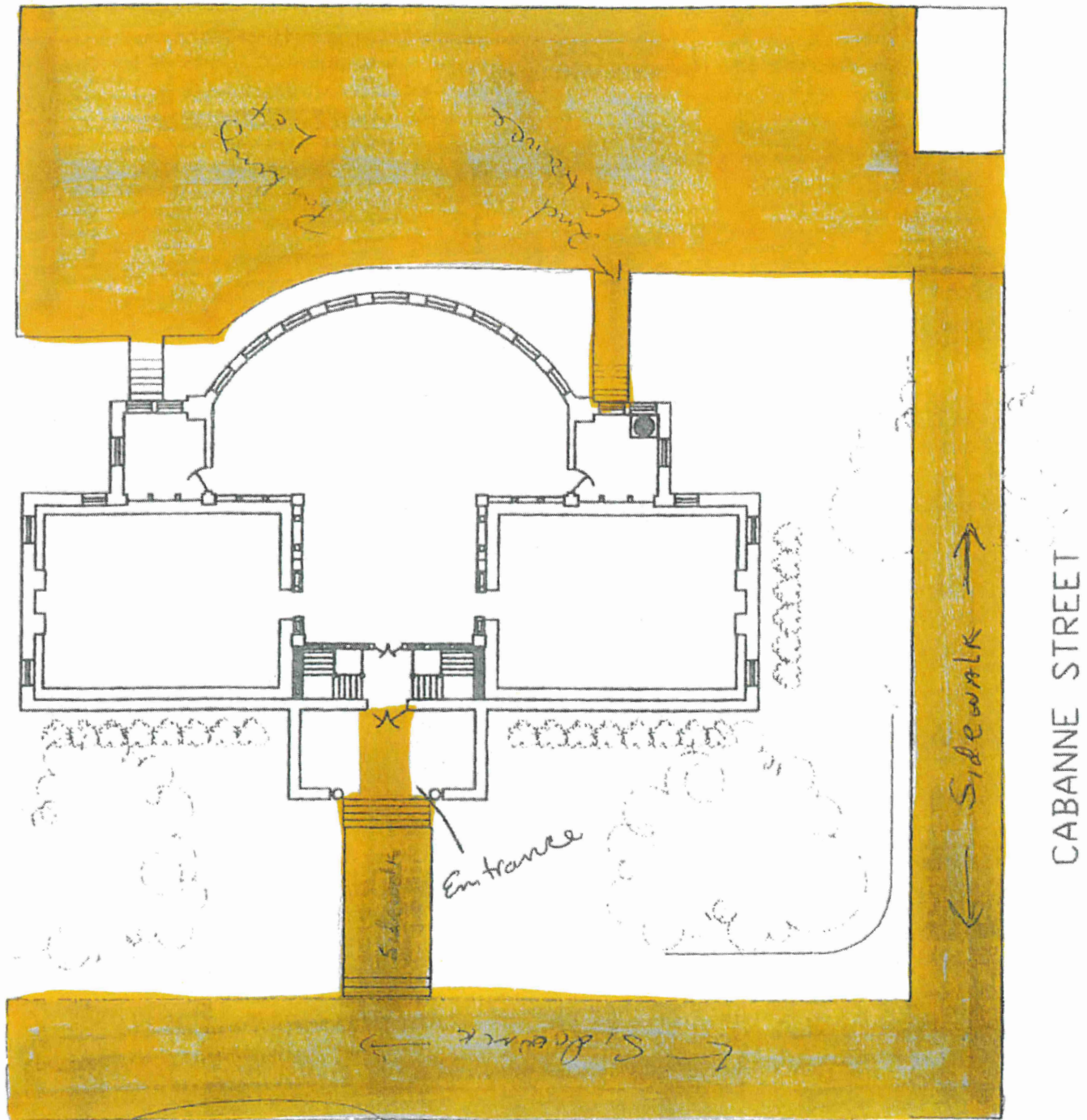
WALNUT PARK
PARKING LOT PLAN

Buder Branch
St Louis Public Library
4401 Hampton Ave
St Louis MO 63109



BUDER LIBRARY PARKING LOT PLAN

Cabanne Branch
St Louis Public Library
1106 Union Blvd
St Louis MO 63113



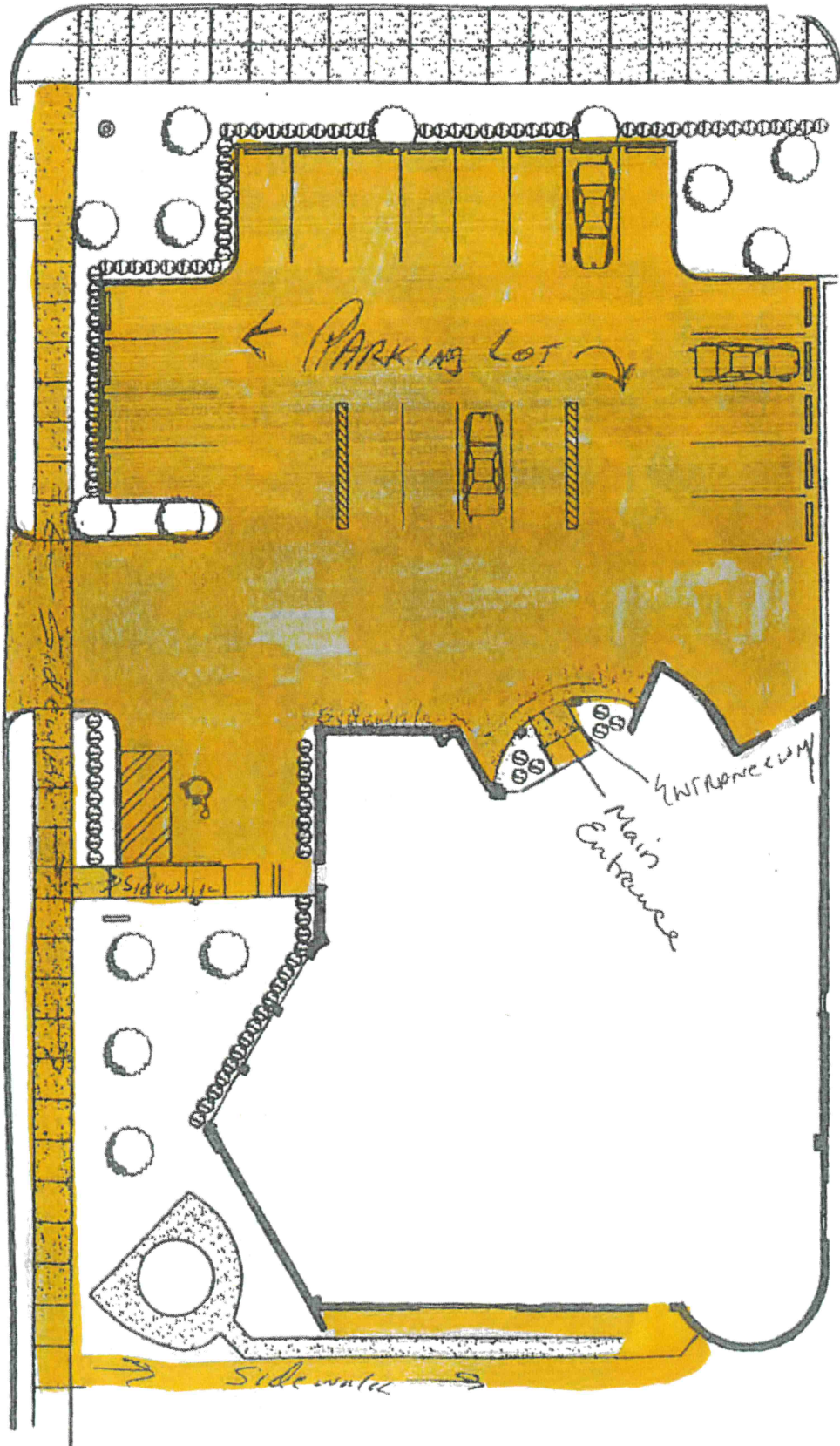
CABANNE BRANCH
LANDSCAPING PLAN

Divoll Branch
St Louis Public Library
4234 N Grand Blvd
St Louis MO 63107

CARTER AVE.

GRAND AVE.

▶ DIVOLL LIBRARY
PARKING LOT PLAN



ATTACHMENT B

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 C

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 D

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.

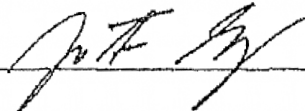
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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

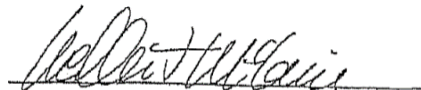
Its President



[SEAL]

ATTEST:

Its Secretary



SAMPLE CONTRACT

Proposer must submit all exceptions to the below agreement as part of the IFB submission for the Library review.

This agreement made this **XX** day of **XXXX XXXX**, between the **B oard of Directors of the City of St Louis Municipal Library District, DBA St. Louis Public Library**, hereinafter called the "Library", and **XXXXXX XXXXXXXXXXXXXXXX XXXXXX**, herein called the "Contractor"

Project: Window Washing Services

General Description of Work: The Saint Louis Public Library desires to upgrade and rewire the network closet to improve overall network efficiency, reliability, and scalability. The scope of work includes the replacement of existing cabling, organization of equipment, and implementation of industry best practices for cable management.

Library and Contractor agree as follows:

1. Contract Documents

1.1 The contract documents for this contract consist of this Agreement, the original IFP 24-99XXXX and any other exhibits attached hereto, the Invitation to Proposal and Instructions to proposers for RFP 24-99XXXXXX00, all drawings, specifications and addenda issued by 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 from this contract and are fully incorporated herein.

2. Scope of Work

2.1 The Library employs the Contractor, 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 Contractor's line of work or necessary to complete such work for inspection and approval under the Contract Documents.

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

3. Changes

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

4. Termination for Cause

If the Contractor shall fail, or refuse for any cause, to complete the work to be done under this agreement, or any portion thereof, within a period of time deemed reasonable by the Library, or should the Contractor violate any of the conditions of this contract, the Library shall have the right to annul or cancel the agreement. Notice in advance of such cancellation and the date thereof shall be given with thirty (30) days written notice to the Contractor, 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 Contractor prior to the termination date.

5. Termination for Convenience

The performance of work under this contract may be terminated in whole or in part at any time, with written notice, by the Library. Any such termination shall be executed by a written notice thirty (30) days in advance of the termination date, specifying the extent of work under the contract to be terminated and the effective date of the termination.

6. Invoicing

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

7. Contract Sum and Payments

In consideration of the complete and timely performance of all contract services, the Library shall pay to the Contractor, as designated 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. Insurance

If required by the Library, prior to starting the contract work, Contractor shall procure and maintain in force, worker's compensation insurance, employer's liability insurance, in full compliance with the laws of the State of Missouri, comprehensive general liability insurance with contractual coverage and automobile liability insurance, including owned, non-owned and hired automobile coverage and such other insurance, to the extent required by the Contract Documents for Contractor's work.

9. Indemnity

To the fullest extent permitted by law, Contractor 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 Contractor's work and obligations as 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 Contractor or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder.

10. COVID-19

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

11. Other Provisions

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

12. Damage to Property

Contractor must protect and be responsible for any loss, destruction, or damage to Property, which results from or is caused by Contractor's willful misconduct or negligent acts or omissions or from the failure on the part of Contractor to maintain and administer that Property in accordance with the terms of the Contract. Notwithstanding anything to the contrary herein, Contractor will be liable to the Library for any damages resulting from damage to Property, which damages result from or are caused by Contractor's acts or omissions. Contractor will ensure that the Property is returned to the Library in like condition to that in which it was furnished to Contractor. Contractor will repair or make good any such damage, destruction or loss to any of the Library Property, and will do so without requesting contribution from the Library.

13. Exhibits

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

- 1) Exhibit A - Scope of Work**
- 2) Exhibit B - Pricing Page**
- 3) Exhibit C - Certificate of Insurance**

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LIBRARY:

St. Louis Public Library, 1415 Olive St., St. Louis, Missouri, 63103. Attention: Jim Slattery, Chief Financial Officer, jslattery@slpl.org.

CONTRACTOR:

XXXXXX XXXXX XXX of St. Louis, XXXXXX XXXXXXXXXXXX XXX, St. Louis, MO 63044. Contact: XXXXXX XXXXXXXXXXXX, XXXXX Manager, XXXXXXXXXXXX@XXXXXXXXXXXX.com

Attest:

By: _____

Date: _____

Attest:

By: _____

Title: _____

Date: _____

ST. LOUIS PUBLIC LIBRARY

By: _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____