ST. LOUIS COUNTY LIBRARY DISTRICT

REQUEST FOR PROPOSAL

DATE ISSUED: February 10, 2021

The Board of Trustees of the St. Louis County Library District ("Library District") is accepting Proposals pursuant to this Request for Proposal from qualified businesses for:

A 3-year contract for **Landscaping Maintenance** (the “Project”) for the calendar years 2021, 2022, and 2023 (the “Project”) at each location of the Library District including the following: Bridgeton Trails, Cliff Cave, Daniel Boone, Eureka Hills, Florissant Valley, Grand Glaize, Grant’s View, Indian Trails, Jamestown Bluffs, Lewis & Clark, Meramec Valley, Mid-County, Natural Bridge, Oak Bend, Prairie Commons, Rock Road, Samuel Sachs (both the branch grounds and those of the Jai Nagarkatti Monsanto Company Reading Garden), Thornhill, Weber Road, Library Headquarters in Ladue, and the under-construction Lynn Beckwith Jr. Administration Building (each a “Library District Location” and collectively the “Library District Locations”).

Please visit each Library District Location to take measurements and review field conditions. Bidders are responsible for examination of all locations, specifications, schedules and instructions for the Project. Addresses of the various branches may be found on the Library’s website at: [https://www.slcl.org/branches](https://www.slcl.org/branches).

All Proposals are due no later than 3:00pm C.T., on Thursday March 4, 2021.

Please deliver the completed Proposal in accordance with this Request for Proposal to the Library District’s Headquarters at 1640 S. Lindbergh Blvd, St. Louis Missouri, 63131, Attention: Steve Hunter.

To preserve the integrity of the selection process, questions regarding this Request for Proposal should be emailed only to Steve Hunter at shunter@slcl.org. The deadline for Questions is 3:00pm C.T. Wednesday, February 24, 2021. Questions will be answered in an addendum posted on the Library’s website ([http://www.slcl.org/bid-opportunities](http://www.slcl.org/bid-opportunities)).

A proposing firm shall complete the Proposal as required in this Request for Proposal and deliver the completed Proposal in a sealed envelope.

It is anticipated that the Proposals will be considered by the Library District’s Board of Trustees at their regular March 15, 2021 meeting after deliberation by the Selection Committee and recommendation to the Director.

The Library District reserves the right to reject any and all Proposals and to waive formalities in the best interest of the Library District.
**BACKGROUND**

The Library District is a political subdivision of the State of Missouri. The Board of Trustees of the Library District is a body corporate with all the powers and rights of like or similar corporations serving more than 870,000 Library District residents. All management and control of the Library District is vested in a Board of Trustees consisting of five Trustees appointed by the County Executive of St. Louis County, Missouri. The Trustees serve staggered four-year terms.

The Board of Trustees appoints a qualified librarian who holds that office at the Board of Trustees’ pleasure as the chief executive and administrative officer (“Director”) of the Library District.

The Board of Trustees has the power to purchase grounds, erect appropriate buildings and improve existing buildings for the use of the Library District and its branches out of funds available or through the issuance of bonds or otherwise.

**GENERAL REQUIREMENTS**

The Project is subject to all applicable laws of the State of Missouri governing the Library District including but not limited to the following:

- Missouri law prohibits all employers from employing aliens unlawfully present in the United States to perform work within the State of Missouri, including the Project and proposing firms must comply with the provisions relating thereto in Section 285.530 RSMo, as amended.

- Every transient employer must comply with Sections 285.230 through 285.234 RSMo, as amended, when applicable.

- Pursuant to Sections 34.070 and 34.073, the Library District prefers to purchase those materials, products and supplies which are produced, manufactured, compounded, made or grown, within the State of Missouri when they are found in marketable quantities and are a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts. Similarly, in letting contracts for the performance of any job or services, the Library District prefers Missouri firms, corporations or individuals, or firms, corporations or individuals which maintain Missouri offices, when the quality of performance promised is equal and the price quoted is the same or less.

Applicable insurance coverage must be provided by the successful proposing firm before any work can be started on the Project.
In addition to the general requirements listed above, the successful proposer shall comply with all laws, ordinances, regulations, applicable zoning and building requirements, and orders of federal, state, county, and local governing authorities pertaining and applicable to each Library District Location, the successful proposer and/or the Library District.

This is a public works project.

The Library District will make every effort to target and utilize Minority/Women Business Enterprises (MBE/WBE) by using the Missouri Minority & Women Owned Businesses Directory as a source of identification of potential proposing firms. The Library District Policy provides that MBE/WBEs must be certified by the Office of Equal Opportunity, State of Missouri, and that such entities will be provided an equitable and fair opportunity to submit bids and proposals.

These general requirements, this Request for Proposal, the Proposal and the specifications, drawings, schedules and instructions of the Project shall be incorporated in the contract and/or purchase order signed by the parties should the proposer be awarded a contract under this Request for Proposal.
SCOPE OF WORK

The following Scope of Work provides an overview of the terms and conditions being sought by the Library District for the Project:

Supply all labor, materials, supervision, tools, and equipment for complete maintenance of all trees, shrubs, planting beds, and irrigation systems at all locations. Work shall be directed by and coordinated with the Library’s Manager of Building Systems or their appointee.

Lawn care is not included in this Scope of Work.

Community Gardens are installed at multiple locations. No work related to them is included in this Scope of Work.

All landscape waste debris shall be disposed of through a certified landscape material recycling center and not disposed of in the Library’s dumpsters.

Specific duties include:

Once each year, at the end of the growing season, prepare and present a report to the Library on health of plantings, by location, including suggestions for improvement or replacement.

Irrigation: Annually, in the spring perform startup and programming at each location. At the end of season perform blowout and system shutdown. On each visit inspect the system and confirm all heads and lines are working properly and not leaking. Perform any adjustments to programming to prevent over- or under-watering of plantings.

Ornamental grasses: shall be cut back to the ground in February of each year.

BMP Maintenance: Five locations (the new Eureka Hills, Lewis & Clark, Grant’s View, Meramec Valley, and Thornhill) have BMP structures installed. Perform regular cleanup of BMP ponds at each visit. Each year, prepare BMP annual report for each location per MSD’s specifications.

Fertilizing: Planting Beds: Apply a slow-release complete fertilizer twice / year. Fertilizer type shall be approved by the Library prior to application. Trees and Shrubs: Apply nitrogen at a rate of one pound per 1,000 sq.ft. of exposed root area a) once / year for deciduous, b) once every-other-year for coniferous.
**Mulching:** Double shredded hardwood, aged, and dark in color. Library shall approve the proposed mulch prior to installation. Apply an even 2” layer once in the spring and once in the fall to all beds, planters, and tree rings. Leave a 2” diameter gap at all trunks of trees and shrubs. Prior to spring installation, prepare all tree rings with a 3” vertical cut of an even, concentric circle around the tree.

**Seasonal cleanup:** In spring, remove accumulation of trash, leaves, etc. from landscape beds. In fall, remove leaves, twigs and any other dead material.

**General cleanup:** on each visit, collect and dispose of trash in planting beds. All dead material (branches, etc.) shall be collected and disposed.

**Weed control:** Planting beds shall be kept free of weed material. Remove individual weeds at the root. If herbicides are required, consult with Library prior to use. Library shall have final approval of treatment plan. Comply with all federal, state, and local laws and regulations governing the use of herbicides.

**Pest control:** Comply with all federal, state, and local laws and regulations governing the use of pesticides. Notify Library as soon as infestation is identified to discuss options for treating. Library shall have final approval of treatment plan.

**Pruning:** Only professionally qualified personnel using approved methods and techniques will perform pruning. All trees and shrubs shall be pruned to proper shape and to prevent encroachment on walkways, curbs, and fence lines. Tree pruning shall include the removal of suckers and waterspouts.
Frequency of work, at each location (unless specified otherwise):

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Annually</th>
<th>Twice Annually</th>
<th>Monthly</th>
<th>Monthly During Growing Season</th>
<th>As Needed</th>
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<tbody>
<tr>
<td>Irrigation Startup, Programming, and Shutdown</td>
<td>X</td>
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<tr>
<td>Cutback Ornamental Grasses</td>
<td>X</td>
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<td>Prepare BMP Report for MSD (5 locations)</td>
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<td>Fertilizing (trees)</td>
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<td>Fertilizing (other)</td>
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<td>Mulching</td>
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<td>Seasonal Cleanup</td>
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<td>General Cleanup</td>
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<td>X</td>
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<td>Weed Control</td>
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<td>BMP Maintenance</td>
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<td>Pruning</td>
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Selected firm commits to a three-year agreement. Submitted pricing should be consistent across the length of the contract. For reference, a sample three-year contract is included as Exhibit A. This is the form the successful bidder will be asked to execute.
A note on Eureka Hills: A new branch will open at 500 Workman Road in Eureka in Spring 2021. A drawing of the landscaping plan is included in this RFP. Responder should submit pricing for the new location based on that drawing, and not include any pricing for the existing facility. Since there will be a one-year maintenance agreement with the original landscape installer, Responder should submit pricing assuming that this site will need full service starting January 2022.

A note on the Lynn Beckwith Jr. Administration Building: In Spring 2022 a new building will open at 1412 S. Spoede Road. Drawings of the landscaping plan are included in this RFP. Responder should submit pricing for the new location based on those drawings. Since there will be a one-year maintenance agreement with the original landscape installer, Responder should submit pricing assuming that this site will need full service starting January 2023.

A note on the Headquarters / Ladue Branch location: The current Headquarters location will be demolished in 2022. Responder should submit pricing assuming a full growing season in 2021 and no work in 2022 or 2023.

Proposal should include the following information:

- References
- Management structure for this project
- Description of firm’s quality management program
- Description of firm’s safety program
- All-inclusive price for this contract based on frequencies of service in this Scope of Work (complete and submit the form in next section)
- Pricing schedule ($/hour for labor & equipment, etc.)
Eureka Hills Branch - Landscaping Plan
### Native Seed Mix

- **Butterfly and Hummingbird Mix**
- **Companion Grass Mix**

**Available at:**
- **Seed Farming Outfitters**
- **www.tomcatwoodfrost.com**
- **417-218-0101**

**Recommended to be used to prevent erosion control on berms.**

**Recommended by North American Native Seeds Network (ANSE)**

**Product Code:** 206

### Plant Schedule

#### Deciduous Trees

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<thead>
<tr>
<th>Species</th>
<th>Common Name</th>
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#### Evergreen Trees

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#### Deciduous Woody Shrubs

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#### Ornamental Grasses and Groundcovers

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#### Hedges and Bushes

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#### Herbs/Perennials

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**Notes:**
- **Perennials and ornamental grasses shall be planted in a naturalistic pattern.**
- **Triangular spacing with groupings of no less than 3 plants, unless otherwise stated.**
- **Quantities are shown for approximation only. Contractor is responsible for final quantity take-off.**
- **If there is a discrepancy between plan and schedule, the plan takes precedence.**

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**PLANT SCHEDULE: BIOFILTRATION**

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End of Scope of Work
PROPOSAL REQUIREMENTS

1. The Proposal must arrive not later than 3:00pm C.T. on March 4, 2021. No Proposal will be accepted after this time and any Proposal arriving after this time will be returned unopened.

2. The Proposal shall be addressed as follows and delivered to the following address:

   Steve Hunter, Assistant Director
   St. Louis County Library District
   1640 South Lindbergh
   St. Louis, Missouri  63131

3. The Proposal shall bear the following legend:

   Request for Proposal
   Landscaping Maintenance

4. Proposals must be on eight-and-one-half inch (8 1/2”) by eleven inch (11”) white paper printed on one side. [Sheets containing graphic images may fold out to eleven inches (11”) by seventeen inches (17”).] The Proposal must clearly and easily identify the individual or firm and contain the name, address, and a telephone number of its principal spokesperson, which may be released by the Library District as public information as required by applicable law and/or Library District policy. Colored and/or tabbed divider sheets may be used to delineate discrete sections.

5. Each proposing firm shall submit three complete and bound copies of each Proposal and one unbound original, with original signatures, one electronic PDF copy, and one “public/press” copy of the Proposal in which the individual or firm should redact any information which it deems confidential or proprietary.

6. Any proposing firm desiring an explanation or interpretation of this Request for Proposal must request it in writing no later than 3:00pm C.T. on February 24, 2021, and such request shall be emailed only to shunter@slcl.org. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a proposing firm concerning a solicitation will be furnished promptly to all other proposing firms as an amendment of this Request for Proposal, if that information is necessary in submitting Proposals or if the lack of it would be prejudicial to any other prospective proposing firms.

7. If this Request for Proposal is amended, then all terms and conditions, which are not modified, remain unchanged. Proposing firms shall acknowledge receipt of any amendments to this Request for Proposal by: (i) signing and returning the amendment; and (ii) identifying the amendment number and date in the space provided for this purpose. The Library District must receive the acknowledgement by the time specified for receipt of the Bid.
8. If this Request for Proposal is amended, the Amendment will be posted on the Library’s website at [https://www.slcl.org/bid-opportunities](https://www.slcl.org/bid-opportunities). Be sure to check for amendments prior to submitting a response.

9. No Proposal shall be withdrawn for a period of 90 days subsequent to the opening of the Proposal without prior written consent of the Library District.

10. The **COVER LETTER** must indicate that the signer is authorized to bind the proposing firm contractually and must identify the title or position of the signer. The COVER LETTER shall also contain the following:

   (i) The name of the proposing firm, address, telephone number and email address;

   (ii) A statement that (a) the proposing firm is willing and able to provide the goods and services required for a successful engagement; (b) the proposing firm has read and understands the Request for Proposal; (c) the proposing firm has visited and examined each Library District Location; and (d) the Proposal is made in accordance with the Request for Proposal and is based upon the materials, products, systems and equipment required by the Request for Proposal;

   (iii) The name of the individual within the proposing firm who will be the primary contact concerning this engagement;

   (iv) Copies of all license(s) from applicable governing authority to do business at each Library District Location and certificate of good standing for the State of Missouri, as applicable; and

   (v) Documentation and sworn affidavit with respect to employees working in connection with the Bid, affirming enrollment in a Federal Work Authorization Program.

11. An unsigned submission shall be rejected.

12. The Library District is not liable for any cost incurred by the proposing firm prior to issuance of a legally executed contract by the Library District and/or purchase order authorized by the Library District.
13. Responder will complete and submit this form as part of their complete proposal:

<table>
<thead>
<tr>
<th>Branch Location</th>
<th>Annual Cost per Branch</th>
<th>Years Serviced</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Beckwith Administration Bldg *</td>
<td>$</td>
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<tr>
<td>Bridgeton Trails</td>
<td>$</td>
<td>3</td>
<td>$</td>
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<tr>
<td>Cliff Cave</td>
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<td>3</td>
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<tr>
<td>Daniel Boone</td>
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<tr>
<td>Eureka Hills *</td>
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<td>Florissant Valley</td>
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<td>Grand Glaize</td>
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<tr>
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<td>Ladue (Headquarters) *</td>
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<td>Mid-County</td>
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<td>Samuel Sachs</td>
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<td>Nagarkatti / Monsanto Reading Garden</td>
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<td>Weber Road</td>
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*Project Total Bid Amount* $
SELECTION PROCEDURES

1. Proposals will be received at the St. Louis County Library Headquarters in Ladue, 1640 S. Lindbergh Blvd, St. Louis, MO 63131 until 3:00pm on March 4, 2021.

2. Proposals shall be referred to and reviewed by a Selection Committee composed of individuals selected by the Director.

3. If necessary or desirable, selected firms may be asked to an interview.

4. Proposals that fail to adhere to the requirements of this Request for Proposal may result in the Proposal being disqualified as non-responsive.

5. In determining the best response the Library District may consider, among other factors, all elements in this Request for Proposal including, but not limited to, the location of the proposing firm, MBE/WBE participation/interest in the business, and prior performance.

6. The Selection Committee will make a recommendation to the Director who will make a recommendation to the Board of Trustees.
AWARD

1. The right is reserved by the Board of Trustees to cancel this Request for Proposal or to reject any and all Proposals and to waive formalities in the best interest of the Library District.

2. The Board of Trustees reserves the right to split awards, make multiple awards and to reject any and all Proposals.

3. Subject to the rights reserved by the Library District, an award will be made by the Board of Trustees to the proposing firm determined to be the lowest and best bid.

4. The successful proposing firm will be issued a Notice of Award. Within five business days, the successful proposing firm shall provide the following minimum documentation:

   (a) Proof of the appropriate insurance coverage:

      (i) Worker’s Compensation & Employers Liability—Statutory Amount (Mandatory);

      (ii) Comprehensive Automobile Liability for vehicles used—$1,000,000; and

      (iii) Comprehensive General Liability—$2,000,000;

   (b) Federal Identification Number.

   (c) Evidence that the proposing firm is authorized to do business in Missouri and at each Library District Location.
ST. LOUIS COUNTY LIBRARY DISTRICT
SERVICES CONTRACT

This SERVICES CONTRACT (“Contract”) is made and entered into as of the ____ day of ____, 2021 by and between the ST. LOUIS COUNTY LIBRARY DISTRICT (“Library District”) and COMPANY (“Contractor”).

WITNESSETH:

WHEREAS, the Library District issued a Request for Proposal (RFP) for services at all locations of the Library District including the following: Bridgeton Trails, Cliff Cave, Daniel Boone, Eureka Hills, Florissant Valley, Grand Glaise, Grant’s View, Headquarters in Ladue, Indian Trails, Jamestown Bluffs, Lewis & Clark, Meramec Valley, Mid-County, Natural Bridge, Oak Bend, Prairie Commons, Rock Road, Samuel C. Sachs (Branch and Reading Garden grounds), Thornhill, Weber Road, and the Lynn Beckwith Jr. Administration Building (each a “Library District Location” and collectively the “Library District Locations”) (“Project”), a copy of which is attached hereto as Exhibit A, and made a part hereof (“RFP”);

WHEREAS, specifications of the RFP cover a scope of work for all Library District branches described in the RFP (collectively the “Library District Locations”);

WHEREAS, the Board of Trustees of the Library District awarded the contract to Contractor pursuant to Contractor’s Proposal for Services, a copy of which is attached hereto as Exhibit B, and made a part hereof (“Proposal”); and

WHEREAS, the Library District and Contractor desire to enter into this Contract setting forth the terms by which Contractor will perform Project services described herein on behalf of the Library District at the Library District Locations, subject to the terms and conditions set forth in this Contract;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Scope of Work. Pursuant to this Contract, Contractor shall perform the scope of work (collectively the “Contractor Services”) described in the RFP and the Proposal. Contractor shall perform the Contractor Services and all duties incidental or necessary thereto diligently and completely, consistent with the professional skill and care ordinarily exercised by members of the profession practicing under the same or similar circumstances, and as expeditiously as is consistent with such professional skill and care. All Contractor Services shall be coordinated with the Library District’s Coordinator.
2. **Term.** This Contract shall commence on **[date]** and terminate **December 31, 2023**, unless sooner terminated as provided in this Contract. The parties recognize that during the term of this contract some branches will be temporarily closed for renovation and that no services will be required during those times. A Preliminary schedule of closings is attached as Exhibit C. This schedule is tentative and subject to change.

3. **Fiscal Funding.** Notwithstanding any provision herein to the contrary, the term of this Contract is subject to and conditioned on, the appropriation, availability and budgeting of sufficient funds by Library District. For any fiscal year of Library District during the term hereof, in the event that sufficient funds are not available to Library District, are not able to be appropriated by Library District or cannot be budgeted by Library District for the services hereunder, Library District shall have the right to terminate this Contract upon thirty (30) days prior written notice to Contractor.

4. **Payment.** As consideration for the Contractor Services, the Library District shall pay Contractor fees at the rates set forth in Exhibit B, no later than thirty (30) days after receipt of Contractor’s invoice.

5. **Contractor Insurance.** Copies of Contractor’s certificates of insurance showing coverage during the term of this Contract as required in the RFP are attached on Exhibit D, and made a part hereof. The Library District shall be named as an additional insured on all of Contractor’s insurance policies required herein, to the extent of Contractor’s liability. By execution and performance of this Contract, the Library District does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the Library District, and the Library District’s board members, officers, directors, servants, employees, agents, successors or assigns. All insurance policies of or on behalf of the Library District required in this Contract 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.”

6. **Independent Contractor.** Contractor shall perform all Contractor Services as an independent contractor and not as an employee of the Library District. The Library District shall not assume any liability for the direct payment of any salary, wage, workers compensation, income tax withholding, or any other type of compensation to Contractor for the Contractor Services. Contractor shall obtain as necessary and pay for all permits, fees, licenses and taxes applicable to Contractor and the Contractor Services at the Library District Locations.

7. **Compliance with Laws.** In performing the Contractor Services, Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, codes, rules, and regulations, zoning, building requirements and orders pertaining and applicable to the Library District Locations, Contractor and/or the Library District, all general
requirements and other bidding requirements contained in the RFP, and all policies and procedures of the Library District applicable to Contractor and the Library District Locations.

8. **Indemnity.** Contractor shall and hereby does indemnify, defend and hold the Library District and the Library District’s board members, officers, directors, servants, employees, agents, successors or assigns harmless from and against any and all actions claims, demands, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and expenses) asserted against, imposed upon or incurred by the Library District to the extent caused by the negligence (active or passive) of Contractor in the performance of this Contract.

9. **Breach and Termination.** Contractor shall be in breach of this Contract at any time for failure to perform any of the terms, covenants, conditions or agreements of Contractor in this Contract for 10 days after written notice from the Library District and upon the occurrence of a breach by Contractor, the Library District may, at its option: (a) by written notice to Contractor, terminate this Contract; or (b) pursue any other right or remedy available at law or in equity. Notwithstanding any other provision of this Contract, the Library District may terminate this Contract for any reason by providing at least 30 days prior written notice to Contractor. Upon any termination hereunder Contractor shall be paid only those portions of the fees for Contractor Services which have been completed to the reasonable satisfaction of the Library District. Contractor may terminate this Contract for failure to receive timely payment if (1) Contractor has provided written notice to the Library District of such failure, and (2) the Library District has failed to pay Contractor within thirty (30) days of Contractor sending such written notice. Contractor may also terminate this Contract for any reason by providing at least 90 days prior written notice to the Library District.

10. **No Waiver.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party’s right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

11. **Severability.** If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each clause or provision of this Contract that is illegal, invalid or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable to the extent same can be accomplished without distorting the intent of the parties.

12. **Entire Agreement.** This Contract and the Exhibits contain the entire understanding between the parties with respect to the subject matter herein. This Contract shall not be amended, modified or supplemented without the written agreement of the parties.

13. **Governing Law, Jurisdiction.** This Contract shall be governed, construed and interpreted under Missouri law, and shall be deemed executed and performed
in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Contract shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri, or federal court located in the City of St. Louis, Missouri.

14. **Captions.** The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

15. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered if by personal delivery, (b) on the next business day if sent by overnight delivery, or (c) two business days after sent by certified mail or registered mail, return receipt requested, postage prepaid, addressed as follows: (i) to the St. Louis County Library District, 1640 South Lindbergh Blvd, St. Louis Missouri, 63131, Attention Steve Hunter, Assistant Director; (ii) to Contractor, Attention ____; and (iii) or to such other address as shall be furnished in writing by either party to the other party.

16. **No Joint Venture.** With respect to the matters set forth in this Contract, the Library District and Contractor are not and shall not be deemed to be, for any purpose, partners or joint venturers with each other.

17. **Counterparts.** This Contract may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

18. **Assignment.** This Contract shall not be assigned or otherwise transferred without the prior written consent of the Library District, in its sole discretion and judgment.

[Signature Page to Follow]

**End of Exhibit A**

**End of Request for Proposal**