

**ST. CHARLES CITY-COUNTY LIBRARY DISTRICT**

**Request for Proposals**

**Managed Print Services**

**October 17, 2024**

## **REQUEST FOR PROPOSALS**

### **Managed Print Services**

**October 17, 2024**

The St. Charles City-County Library is requesting proposals from a qualified company to establish a contract to provide Managed Print Services for the Library District.

To be considered as responsive, Proposers must respond to this solicitation in accordance with the requirements, specifications, terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful Proposer will satisfy all of the objectives in the most cost-effective and efficient way possible as outlined in this document.

The Proposal must be received no later than 3:00 p.m. on Tuesday, November 26, 2024 by:

Ms. Chris Donnelly, Purchasing & Building Project Manager  
St. Charles City-County Library District  
77 Boone Hills Drive  
St. Peters, Missouri 63376

To preserve the integrity of the selection process, questions regarding this Request for Proposals should only be directed to Mr. Zach Campbell, Library Technology Coordinator. If you have any questions, please contact Mr. Campbell at [zcampbell@stchlibrary.org](mailto:zcampbell@stchlibrary.org) prior to 3:00 PM, CT, on Friday, November 8.

ST. CHARLES CITY-COUNTY LIBRARY DISTRICT

**Request for Proposals  
Managed Print Services**

PROPOSAL SCHEDULE

RFP Issue Date:	Thursday, October 17, 2024
Description:	The St. Charles City-County Library District (the “Library”) requests the submission of proposals from qualified companies to provide Managed Print Services for the Library.
Website address:	<a href="https://stchlibrary.org/bids-and-rfps">https://stchlibrary.org/bids-and-rfps</a>
Proposal Delivery Address: (by mail or hand delivered)	St. Charles City-County Library District Ms. Chris Donnelly, Purchasing & Building Project Manager 77 Boone Hills Drive St. Peters, MO 63376 <i>Proposals hand delivered to the Library’s Administrative Office should be placed in the package drop box located on the building’s delivery dock</i>
RFP Administrator:	Ms. Chris Donnelly, Purchasing & Building Project Manager 636-441-2300 x1564 <a href="mailto:cdonnelly@stchlibrary.org">cdonnelly@stchlibrary.org</a>
Site Visits:	Monday, October 28 and Tuesday, October 29, 2024 See Appendix B
Written Questions Due:	Friday, November 8, 2024 by 3:00 pm CT Email questions to: Mr. Zach Campbell, Library Technology Coordinator, at <a href="mailto:zcampbell@stchlibrary.org">zcampbell@stchlibrary.org</a>
Response to Written Questions by Addendum:	Friday, November 15, 2024 by 10:00 am CT Addendum available at <a href="https://stchlibrary.org/bids-and-rfps">https://stchlibrary.org/bids-and-rfps</a>
Proposals Due:	Tuesday, November 26, 2024 by 3:00 pm CT
Notice of Award:	Wednesday, December 18, 2024

## **BACKGROUND**

The Library is a political subdivision of the State of Missouri. The Board of Trustees (“Board of Trustees”) of the Library is a body corporate with all the powers and rights of like or similar corporations serving more than 405,000 residents.

All management and control of the Library is vested in a Board of Trustees consisting of nine Trustees appointed by the County Executive of St. Charles County or Mayor of the City of St. Charles. The Trustees serve staggered three-year terms.

The Board of Trustees appoints a qualified librarian who holds that office at the Board of Trustees’ pleasure as the Chief Executive Officer (“CEO”) of the Library.

As a condition to the contract award, the selected company is required to enter into a contract with the Library substantially in the form of a Professional Services Agreement, attached hereto as Attachment A, and made a part hereof.

## **SCOPE OF WORK**

The Library intends to engage a qualified company to provide managed print services as described herein [on a month to month basis] as directed by the Board of Trustees and the CEO.

### **A. Company Responsibilities**

1. The goal of the managed print services project (the “Work”) is to provide a robust, consistent and optimal document service experience for both Library customers and staff. The Library will select the proposal that is most advantageous to this goal and its mission.
2. The successful Proposer will meet all requirements necessary and furnish all labor, services and materials for the timely and proper completion of the Work and provide ongoing system maintenance and support including, but not limited to, periodic upgrades and enhancements.
3. After the site visits scheduled on Monday, 10/28/2024, and Tuesday, 10/29/2024, the Proposer is required to provide a detailed proposal.

Provide managed print services, including coin box money collection, and provide proposals to lease new multifunction printer equipment to replace the Library’s existing fleet. All staff multifunction printer equipment will provide a Follow Me Printing type ability where staff will print and enter a PIN to the printer to claim their print job. All public printers are to be compatible with the Library’s Envisionware software. All public printers are to be compatible with the Library’s Jamex coin boxes if possible. All public multifunction machines designated as “public printers” will come with a coin box and credit card payment option and the ability to print in black and white and color.

The Proposer will evaluate the Library’s staff areas and make recommendations to replace all staff printers with color multifunction printer equipment based on the space and needs of the staff. The Proposer will replace all public copiers first.

The Proposer is to provide proposal pricing for leasing equipment for a minimum of three (3) years and one for five (5) years based on cooperative purchasing such as Omnia, Sourcewell, etc. Detailed Requirements, Specifications and Use Cases are found in the Appendices. This scenario will require company driven implementation, which shall include but shall not be limited to:

- (a) Removal of existing equipment;
- (b) Buyback offer for any equipment that can be reused by Proposer
- (c) Delivery of new equipment to individual sites
- (d) Set-up of new equipment with all requirements and specifications detailed in Appendix A
- (e) Location-based training of new equipment for Library staff

## 1. REQUIREMENTS

- (a) **The proposal must arrive no later than 3:00 p.m., CT, on Tuesday, November 26, 2024.** No proposal will be accepted after this time and any proposal arriving after this time will be returned unopened.
- (b) The proposal must be addressed as follows and delivered to the following address:

St. Charles City-County Library District  
Ms. Chris Donnelly, Purchasing & Building Project Manager  
77 Boone Hills Drive  
St. Peters, MO 63376

*Note: Proposals hand delivered to the Library's Administrative Office should be placed in the package drop box located on the building's delivery dock*

- (c) The proposal must bear the following legend:

**Managed Print Services RFP  
for the St. Charles City-County Library District**

- (d) Each Proposer must submit three (3) proposals with original signatures.
- (e) Any written questions must be requested in writing, directed only to Mr. Zach Campbell at [zcampbell@stchlibrary.org](mailto:zcampbell@stchlibrary.org) no later than **3:00 p.m., CT, Friday, November 8, 2024.** Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a Proposer concerning a solicitation will be furnished promptly to all other Proposers as an addendum of the Request for Proposals, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Proposers.
- (f) If this Request for Proposals is amended, then all terms and conditions, which are not modified, remain unchanged. Proposers shall acknowledge receipt of any amendments to this solicitation by: (i) signing and returning the amendment; and (ii) identifying the amendment number and date in the space provided for this purpose. The Library must receive the acknowledgement by the time specified for receipt of proposals.
- (g) No proposal shall be withdrawn for a period of 90 days subsequent to the opening of the proposals without prior written consent of the Library.

2. **COVER LETTER**

- (a) Must indicate that the signer is authorized to bind the Proposer contractually and must identify the title or position of the signer. The letter shall also contain the following:
  - (i) The name of the Proposer, and address and telephone number.
  - (ii) A statement that the Proposer is willing and able to perform the services required for a successful engagement.
  - (iii) The name of the individual within the Proposer, who will be the primary contact concerning this engagement.
  - (iv) A statement that the Proposer is submitting a Proposal for Managed Print Services.
- (b) An unsigned submission shall be rejected.

3. **PROPOSAL CONTENT** The Request for Proposals will be used to measure the qualifications of the proposing companies. The proposal shall contain the following information at a minimum:

- (a) General Information About the Company. Please provide a brief description of the company, including the financial strength of the proposing company.
- (b) Qualifications. The proposal must clearly identify the company's qualifications, competence and relevant experience in providing the Scope of Work described in this Request for Proposals. This should include demonstrations of ability to perform projects comparable in design, scope and complexity.
- (c) Personnel. Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the company. Identify the individuals proposed to serve the Library; specify their capacity and roles; and include a brief resume for each, including the qualifications of the individuals to manage the Project. When giving an oral presentation, only those individuals listed will be invited to participate.
- (d) Proposer's Project Preliminary Management Plan. Please provide your proposed management plan for the Project. This plan shall be considered preliminary. Once hired, the successful Manager will work with the Library to refine the Manager's project management plan to best suit the Library's needs. For the purposes of the proposal, the Preliminary Management Plan shall demonstrate the proposing Manager's Anticipated staffing (including staff shared among projects), trailer/office locations and overall methodology to managing the projects, including allocation of resources.

- (e) References. Please include references from owners for whom Managed Print Services have been performed. Proposals should include the name, title, organization and telephone number for no more than five references for which your company has provided similar services.
- (f) Compliance. The proposal must demonstrate the company's good faith efforts to achieve compliance with federal, state and local affirmative action requirements.
- (g) Systems. Proposals should include demonstration of successful management systems which have been employed for the purposes of estimating, scheduling and cost controls.
- (h) Conflict of Interest. If your company believes that a conflict of interest may arise, describe the nature of the conflict and the proposed resolution of the conflict. Further, please describe whether the company or any of its employees has any interests or relationships which might conflict with or compromise the expectations of the Library in providing the services set forth in this Request for Proposals.
- (i) Financial Interest. Please disclose any professional or personal financial interest which could be a possible conflict of interest in representing the Library.
- (j) Fees. Discuss the manner and rate at which the Proposer expects to be compensated for the services described in the Scope of Work.
- (k) Other Factors. Discuss any other factors which your company believes should be considered by the Library.



## **SELECTION PROCEDURES**

1. Proposals will be reviewed by a Selection Committee on behalf of the Library composed of representatives of the Library.
2. The proposal will be used to measure the qualifications of the Proposers and to measure the Proposer's understanding of the Scope of Work required and its prior experience.
3. Upon receipt of proposals, the Selection Committee will complete a review of all qualifications to establish responsiveness to this Request for Proposals according to the submission of required documents on the part of the Proposer.
4. Upon establishment of responsiveness, the Selection Committee will thoroughly review and rate each Proposer's proposal based on the Evaluation Factors.
5. Services will be provided by the company with the lowest and best proposal based on consideration of the Evaluation Factors.
6. Proposers may be asked to make a presentation to the Selection Committee.
7. The Selection Committee will make a recommendation to the CEO who will make a recommendation to the Board of Trustees.
8. The Selection Committee may terminate the selection process at any time and reject any and all proposals.

## **EVALUATION CRITERIA**

Proposals will be evaluated using the following criteria:

1. Fees for overhead and profit, including the manner and rate at which the Proposer expects to be compensated for each of the phases described in the Scope of Work.
2. Qualifications and experience of the Proposer.
3. Demonstrations of Proposer's ability to perform projects comparable in design, scope, and complexity to the Project.
4. Demonstration of good faith efforts to achieve compliance with federal, state, and local affirmative action requirements.
5. Financial strength of Proposer.
6. Qualifications of Proposer personnel who will manage the Project.
7. Demonstration of successful management systems which Proposer has employed for the purposes of estimating, scheduling, and controlling costs.
8. References from owners for whom Managed Print Services have been performed.

## AWARD

1. The right is reserved by the Board of Trustees to cancel the Request for Proposals or reject in whole or in part for good cause any and all proposals when in the best interests of the Library and to waive any irregularity or informality with respect to any proposals.
2. The Library reserves the right to split awards, make multiple awards and to reject any and all proposals.
3. Awards will be made by the Board of Trustees to the Proposer with the best proposal in accordance with the Selection Procedures and Evaluation Criteria.
4. All Proposers will be notified of the Library's selections as soon as possible.
5. The successful Proposer will be issued a Notice of Award. Within 10 business days, such Proposer shall provide the following minimum documentation:

- (a) Proof of the appropriate insurance coverage:
  - (i) General Liability - Commercial general liability insurance must include bodily injury and property damage liability, independent contractor's liability, and contractual liability.
    - a. \$1,000,000 each occurrence/\$1,000,000 general aggregate
  - (ii) Worker's Compensation and Employee Liability - Missouri statutory amount (mandatory)
  - (iii) Auto
    - a. \$1,000,000 combined single limits
  - (iv) Professional Liability—\$1,000,000
  - (v) Additional Endorsement: Additional Named Insured:

St. Charles City-County Library District  
77 Boone Hills Drive  
Saint Peters, MO 63376

**Vendors, Contractors and Companies shall name the St. Charles City-County Library as an additional insured on their general and auto liability insurance policies. Proof of insurance must be on file before a vendor is allowed access to Library facilities.**

- (b) Federal Taxpayer Identification Number.
- (c) Evidence that the Proposer is authorized to do business in Missouri.
- (d) Evidence that the Proposer is a licensed professional in the State of Missouri in good standing.

6. All Proposers on Library contracts for services in excess of \$5,000 must provide the Library with documentation and a sworn affidavit, with respect to employees working in connection with the contracted services, affirming enrollment in a Federal Work Authorization Program (“FWAP”). The affidavit shall also provide that the Proposer does not knowingly employ any person in connection with the contracted services who is an unauthorized alien. Such affidavits must be provided with a bid or response to a request for proposal. Subcontractors must provide similar affidavits to its general contractors when the general contractor hires the subcontractor. A contractor or subcontractor is not required to perform an electronic verification check on employees hired before January 1, 2009.

**Appendix A**  
**Requirements and Specifications**  
**Managed Print Services**

Required Service Specifications (Outlined in “Scope of Work”)

1. The managed print services program must consist of at least the following components:

(a) The Library requires inventory management of all consumable supplies including automatic ordering/replenishment of all necessary supplies when needed in order to guarantee no gap in service.

(b) Centralized fleet management software compatible with the Library’s network

(c) Proposer is responsible for delivery of supplies to point of need

(d) Proposer shall maintain an active inventory of all managed print assets at all times and properly tag all assets with unique identifiers

(e) Supply Expectations:

(i) Unlimited toner

(ii) Consumable supplies must meet original equipment manufacturers specifications

(iii) Consumable supplies must not exceed 0.5% failure rate

(iv) Vendor assumes all responsibility for hardware performance due to consumable supplies

(v) Covers all multifunction devices and network printers included in RFP

(vi) Vendor retains ownership of all consumables inventory

(vii) Down time due to lack of consumables supplies is not acceptable

(viii) Vendor will remove and recycle all empty cartridges and waste toner

(f) Proposer is responsible for removing and storing all unused managed print equipment off site at Proposer’s facilities as necessary (i.e. during extended construction projects, interior layout designs, etc.)

2. Repair and maintenance services:

(a) The Library requires the Proposer to be responsible for all toner, fix/repair, maintenance and/or replacement of all equipment covered by a contract resulting from this RFP.

(b) Hardware must meet specifications and minimum uptime requirements

(c) Preventative Maintenance Schedules planned and completed according to manufacturers’ recommended service schedules, including routine cleaning and replacement of pieces/parts, and installation of the newest firmware.

(d) Minimum service response expectations:

(i) Vendor shall respond to a request for maintenance within one (1) hour

(ii) Maintenance and repair calls must be performed within four (4) hours

(iii) The maximum allowable downtime for any one piece of equipment is forty-eight (48) hours

- (iv) Vendor assumes all responsibility for hardware performance due to service parts and components
- (v) Vendor will assume responsibility for disposal of and recycling of all service parts
- (vi) A “loaner” machine of equal technology must be placed in the building for any equipment that cannot be repaired and restored to normal operating service within forty-eight (48) hours

3. The Library requires end-user help desk support for all users on all equipment covered by a contract resulting from this RFP. Specifically:

- (a) Provide a single point of contact for the Library staff
- (b) Unlimited phone support on all initial service calls during Library operating hours, except for holidays.

4. Vending

- (a) All public printers must be compatible with the Library’s existing Jamex coin boxes, if possible. If not possible, Proposer will propose vending units that are compatible.
- (b) Provide upgrades when bills or coins are redesigned
- (c) Provide maintenance/replacement support on all vending units as required
- (d) Addition of credit card readers and gateway processing to multifunction equipment at all public multifunction copiers.

5. Excluded Equipment

<b>Excluded Equipment</b>		
<b>Excluded Equipment Count</b>	<b>Total Print Devices</b>	<b>Total Coin Boxes</b>
<b>Public</b>		
Desktop Printers	1 (KL: Local History)	11 (Public print stations throughout the district)
Multifunction Copy Machines	1 (CV: Kyocera)	1 (CV: Kyocera)
<b>Staff</b>		
Desktop Printers	0	0
Multifunction Copy Machines	3 (CS: 2 Ricoh machines & 1 Cannon)	
<b>Grand Total</b>	6	12

**Appendix B**  
**Site Visit Schedule**

<b>Monday, 10/28/2024</b>		
<b>Location</b>	<b>Address</b>	<b>Time</b>
Corporate Parkway	1200 Corporate Pkwy, Wentzville, MO 63385	11:00 AM
Deer Run	1300 N Main St, O'Fallon, MO 63366	12:00 PM
Spencer Road	427 Spencer Rd, St Peters, MO 63376	1:00 PM
Central Services	77 Boone Hills Dr, St Peters, MO 63376	2:00 PM

<b>Tuesday, 10/29/2024</b>		
<b>Location</b>	<b>Address</b>	<b>Time</b>
WingHaven	7435 Village Center Dr, O'Fallon, MO 63368	11:00 AM
Kisker Road	1000 Kisker Rd, St Charles, MO 63304	12:00 PM
McClay	2760 McClay Rd, St Charles, MO 63303	1:00 PM
Kathryn Linnemann	2323 Elm St, St Charles, MO 63301	2:00 PM

<b>Excluded Site Visits</b>		
<b>Location</b>	<b>Address</b>	<b>Rational</b>
Augusta Branch	198 Jackson St, Augusta, MO 63332	This site will use one small public multifunction machine and one staff (desktop) multifunction machine.
Boone's Trail Branch	10 Fiddlecreek Ridge Rd, Wentzville, MO 63385	This site will use one small public multifunction machine and one staff (desktop) multifunction machine.
Cliff View	10 Cliff View Dr, Wentzville, MO 63385	The Library recently added a public copier and coin box to this location that we are keeping. We would like to replace the staff copier with a multifunction machine that can fit on a desktop. Space is limited at this location.
Middendorf-Kredell Branch*	2750 State Hwy K, O'Fallon, MO 63368	This site is under renovation and currently inaccessible.

**\*Middendorf-Kredell Branch needs:** This location needs three (3) staff multifunction machines for copying, printing, and scanning to email, two (2) in the off desk staff areas and one (1) in the youth area. This location will need one (1) smaller (desktop) multifunction machine for staff working the Welcome desk, two (2) printers for public printing, and one (1) multifunction machine and coin op box with credit card payment option for a public copier station.



## Appendix C

### **Use Cases and Statistics**

Each branch of the Library provides document services in multiple ways. Customers and staff are able to print/copy/scan/fax using a networked multifunction device. Customers pay for jobs using a Jamex coin box that accepts coins and bills. For the purposes of this RFP, we request a coin box machine with credit card payment option for all public multifunction machines that will be designated as public copiers. The Library will retain and maintain its current “print release station” Jamex coin boxes.

Customers are able to print using a networked desktop printer at a “print release station” via a PC equipped with Envisionware print management solution. Envisionware allows print jobs to be released at a PC using a customer’s library card number and proper payment at the Jamex coin box. Customers pay for jobs using either a Jamex coin box that accepts coins and bills or using a credit card machine. There is no minimum charge for credit card usage aside from standard temporary authorization holds. Currently, customers are able to make copies at designated “public copy stations,” and pay only by coin. The Library wants to offer coin boxes with credit card readers in these areas.

Staff are able to print using a variety of networked and USB desktop printers, and make copies in staff area copiers. The Library would like to consolidate staff printing and copy machines into multifunction machines in strategic locations.

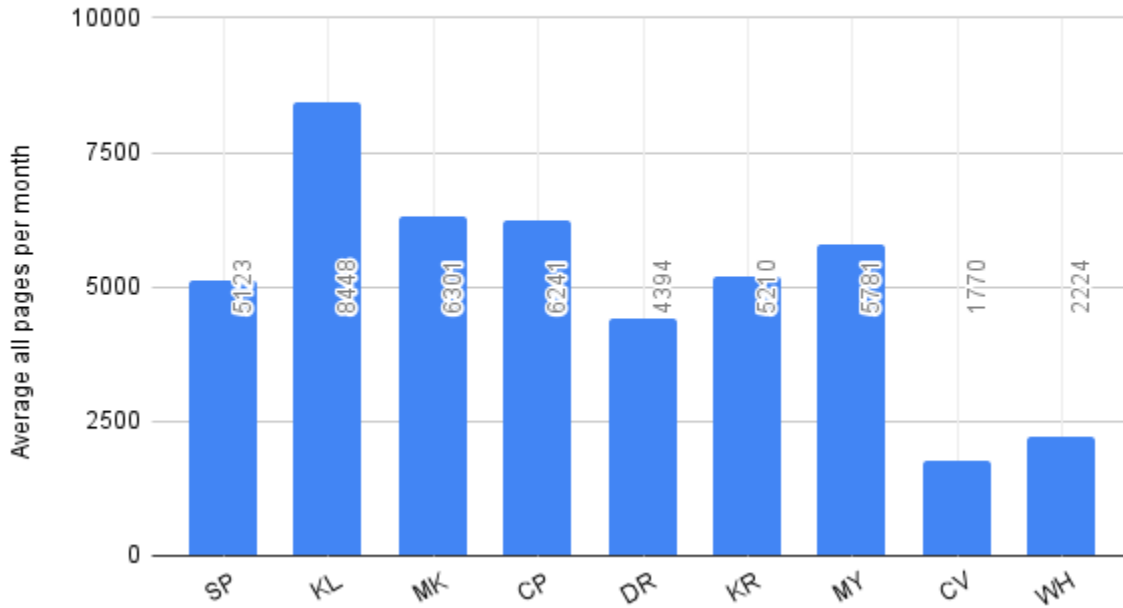
The below device counts are as of October 17, 2024 and are provided solely to provide the Proposer with the Library’s current document service inventory. The Proposer shall provide the best solution most advantageous to the Library.

In general, each branch of the Library has one to two (1 - 2) multifunction device(s) for public use, one to two (1 - 2) desktop printers for public use, one (1) multifunction device for staff use, and three or more (3 +) desktop printers for staff use. Additionally, each administrative department has at least one (1) desktop printer for staff use.

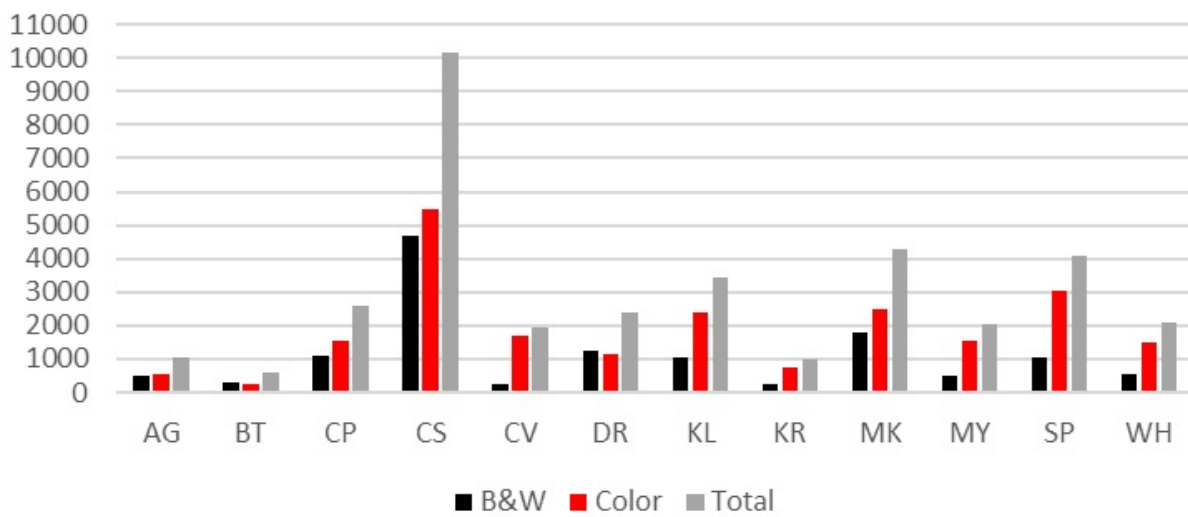
<b>Existing Equipment</b>		
<b>Existing Equipment Count</b>	<b>Total Print Devices</b>	<b>Total Coin Boxes</b>
<b>Public</b>		
Desktop Printers	12	11
Multifunction Copy Machines	10	10
<b>Staff</b>		
Desktop Printers	74	0
Multifunction Copy Machines	10	0
<b>Grand Total</b>	106	21

## Public and Staff Printing Information

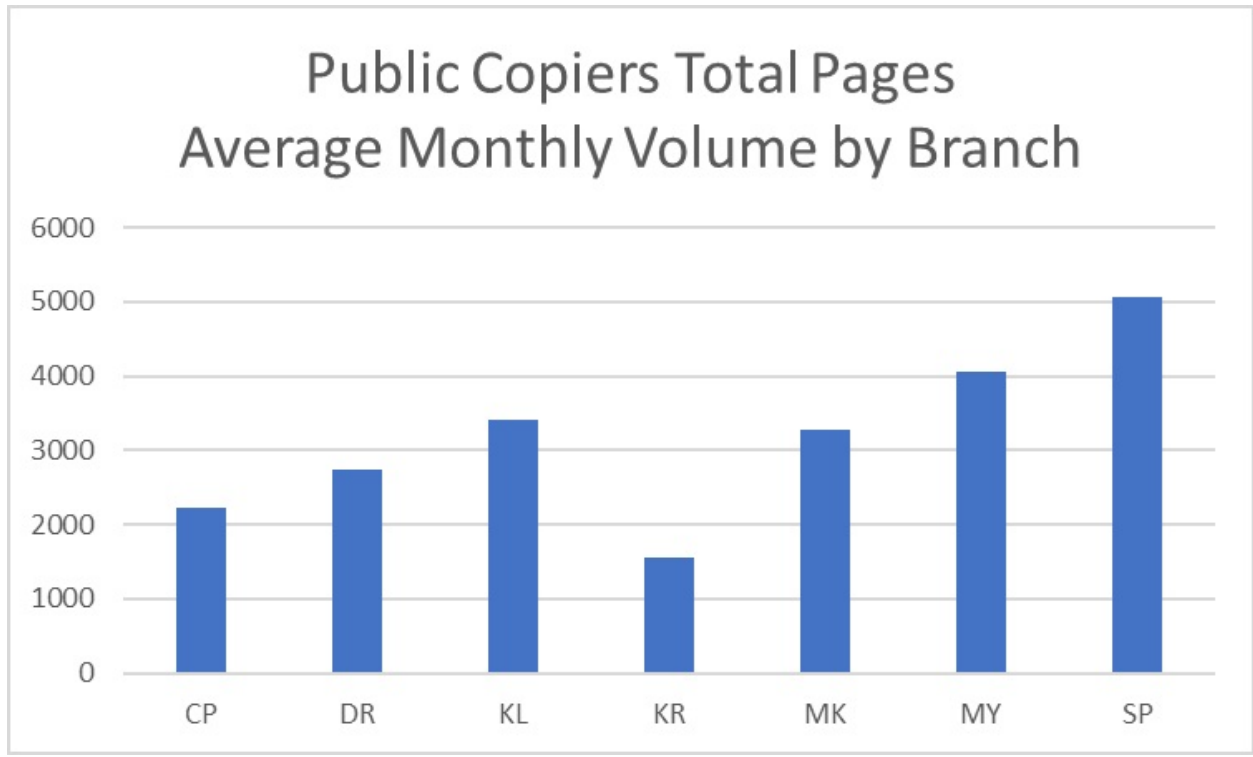
Public Printers Average of all pages per month, per location



### Staff Average Monthly Volume by Branch



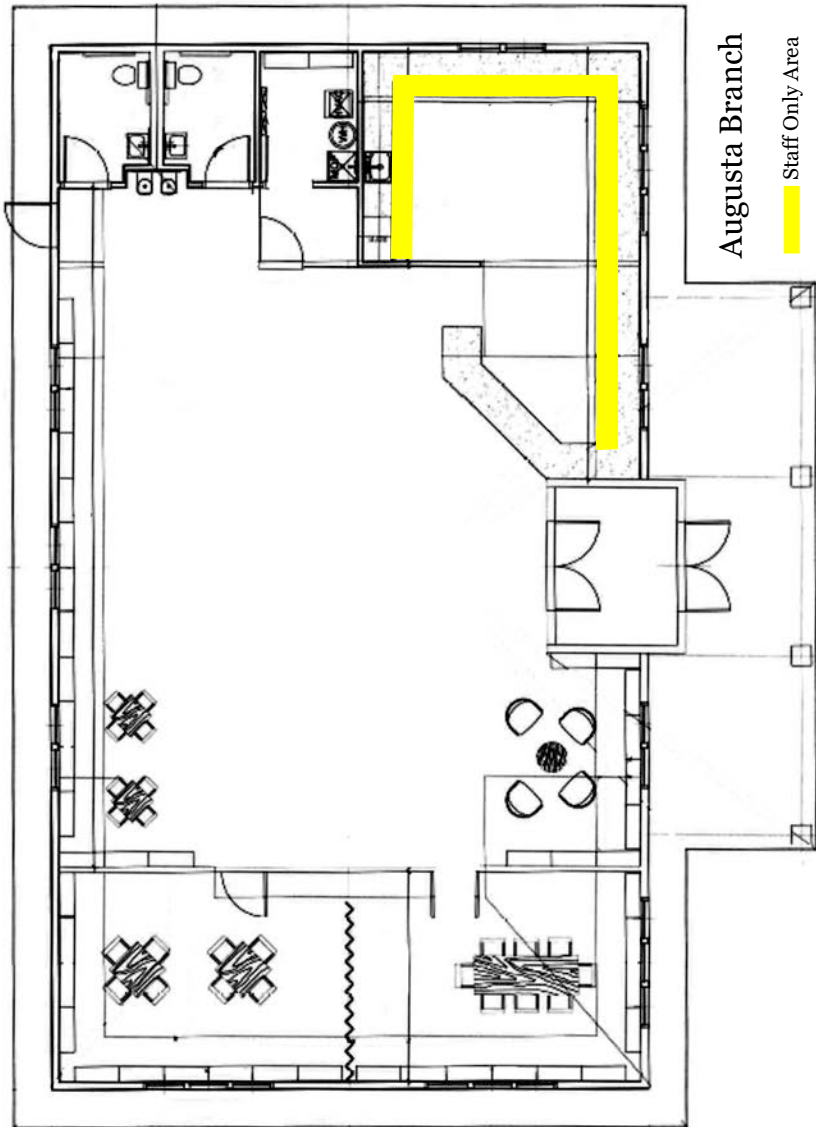
## Public Copier Information



**Appendix D**  
**Floor Plans**

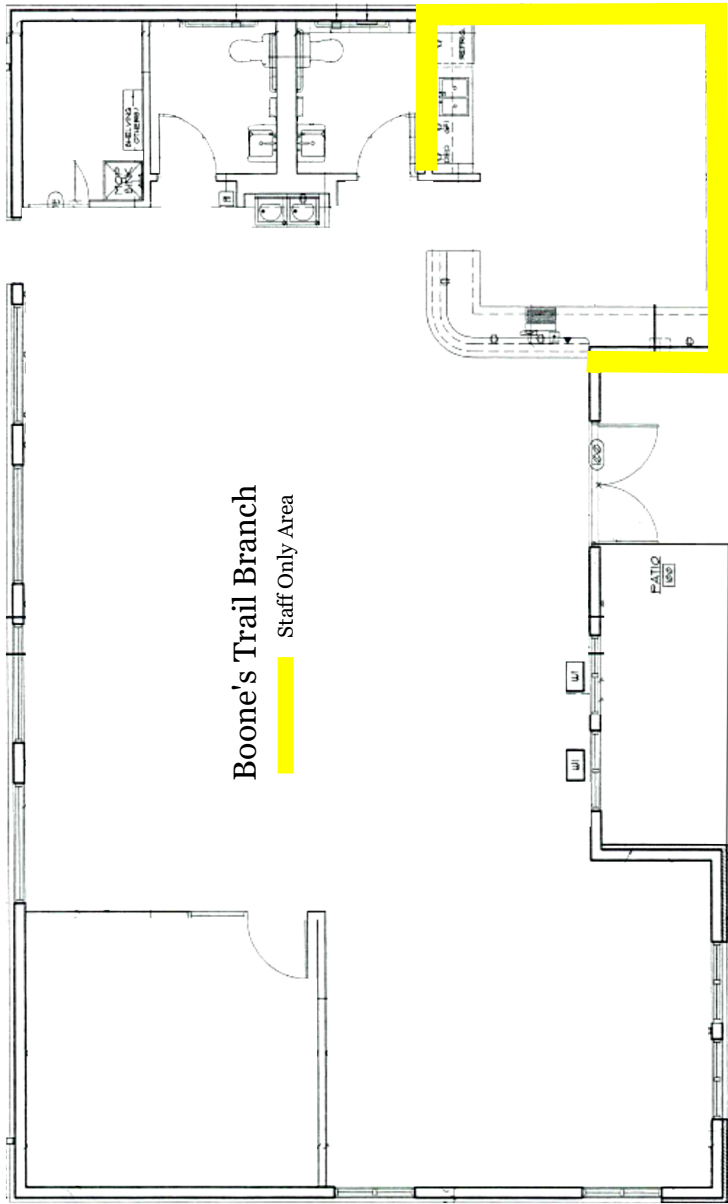
# Augusta Branch

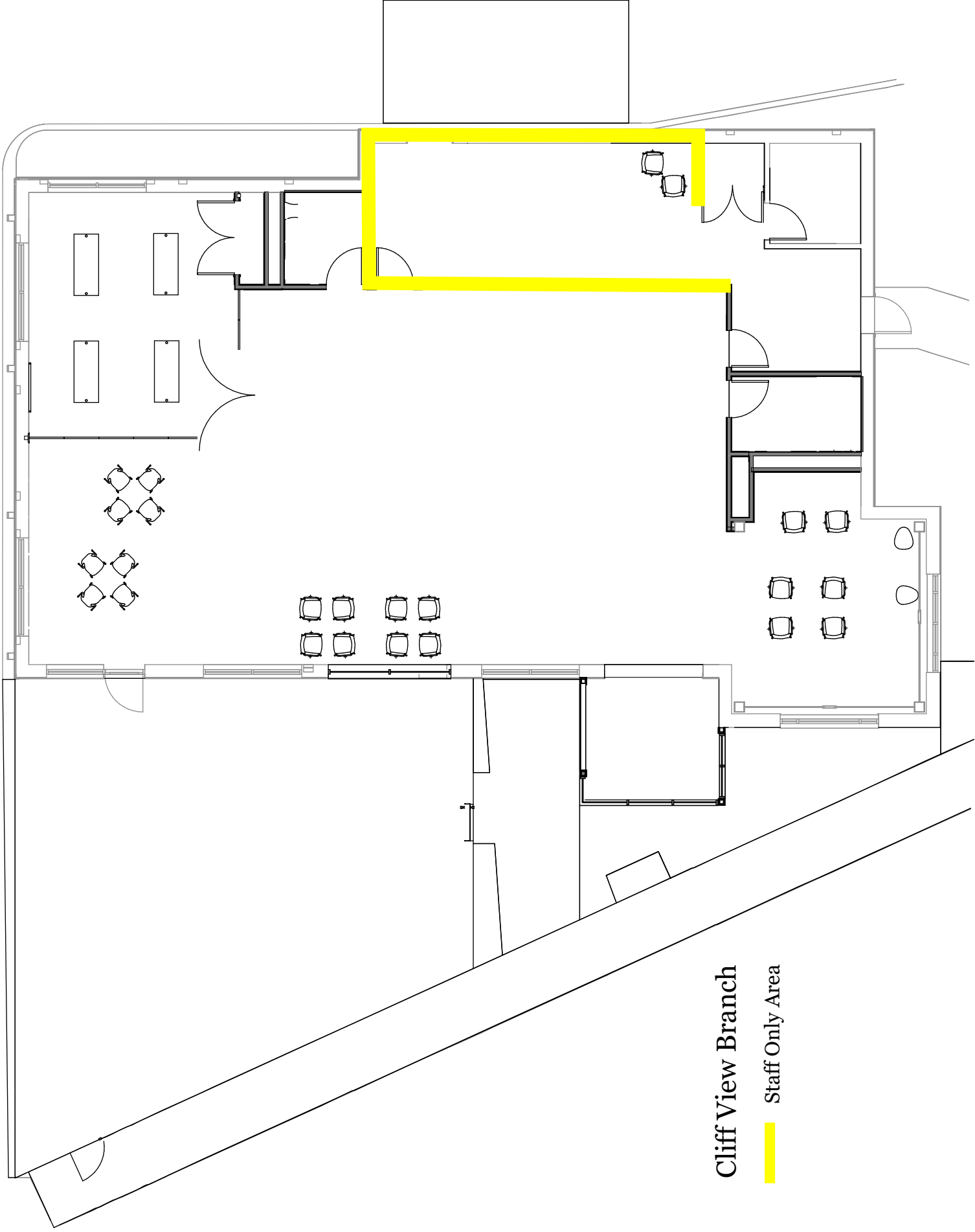
Staff Only Area



# Boone's Trail Branch

Staff Only Area





**Cliff View Branch**



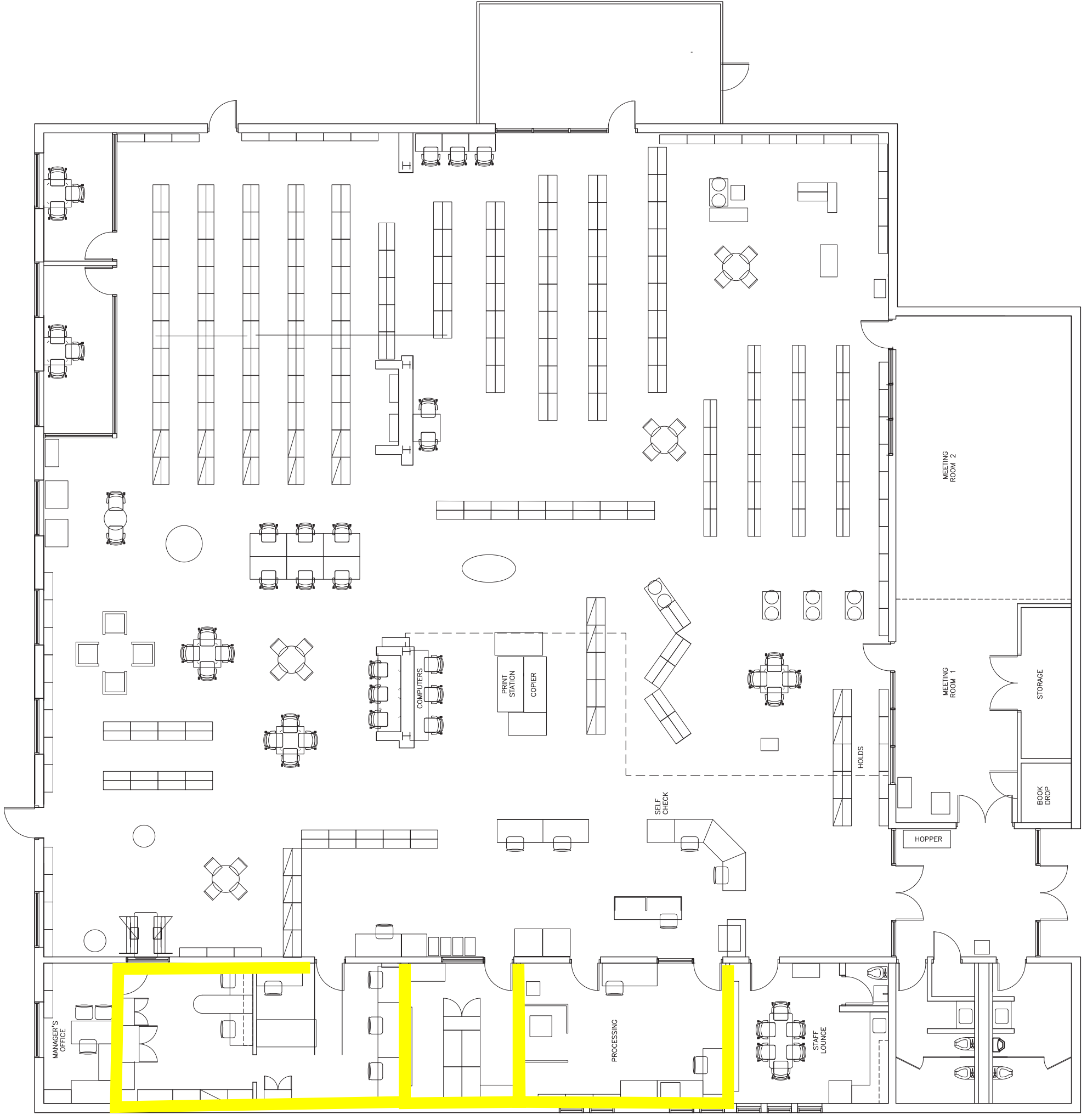
**Staff Only Area**



**ST. CHARLES CITY COUNTY LIBRARY:  
CORPORATE PARKWAY BRANCH**  
EXISTING

August 15, 2022

product architecture+design

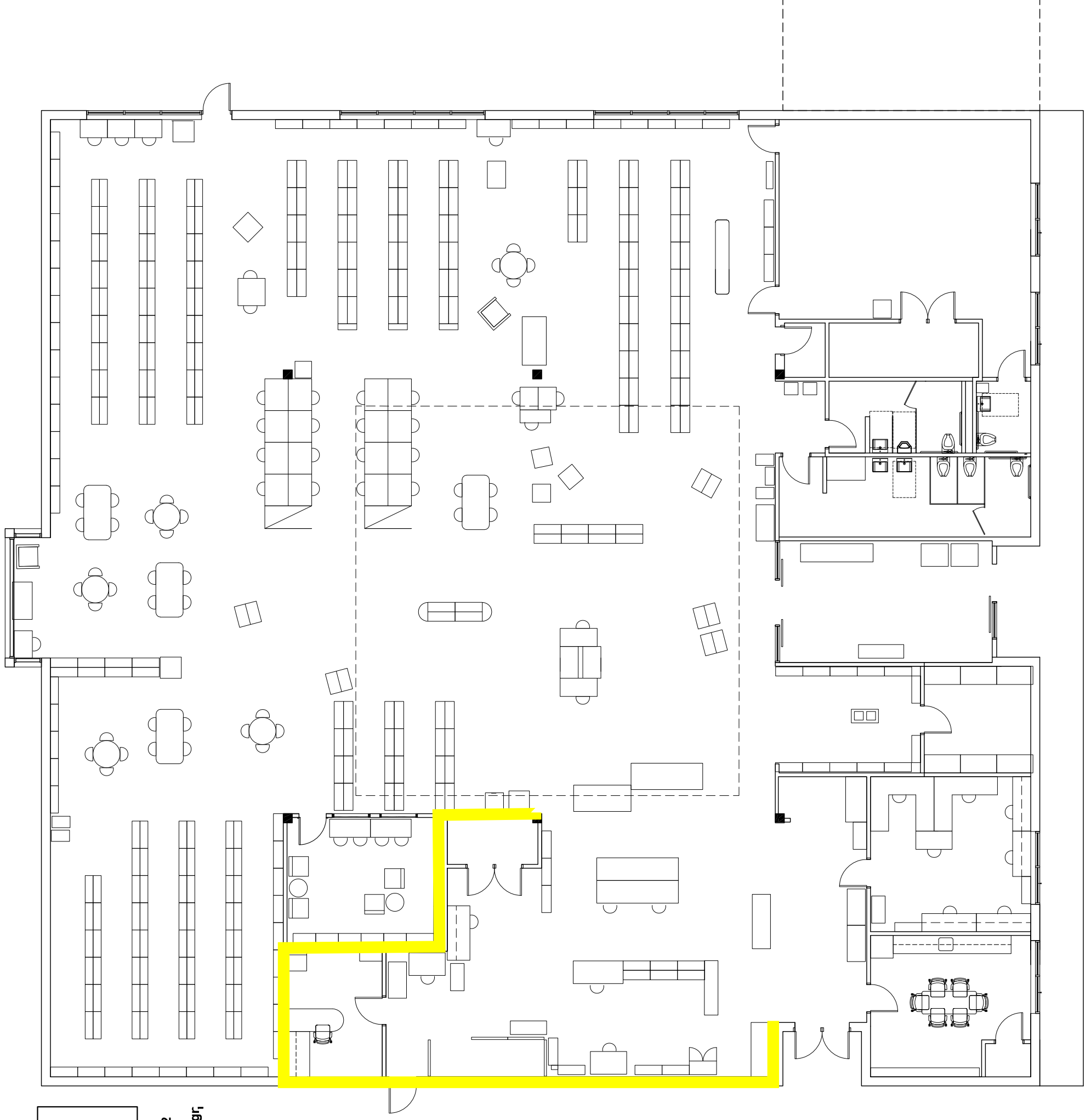


Staff Only Area

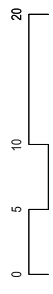
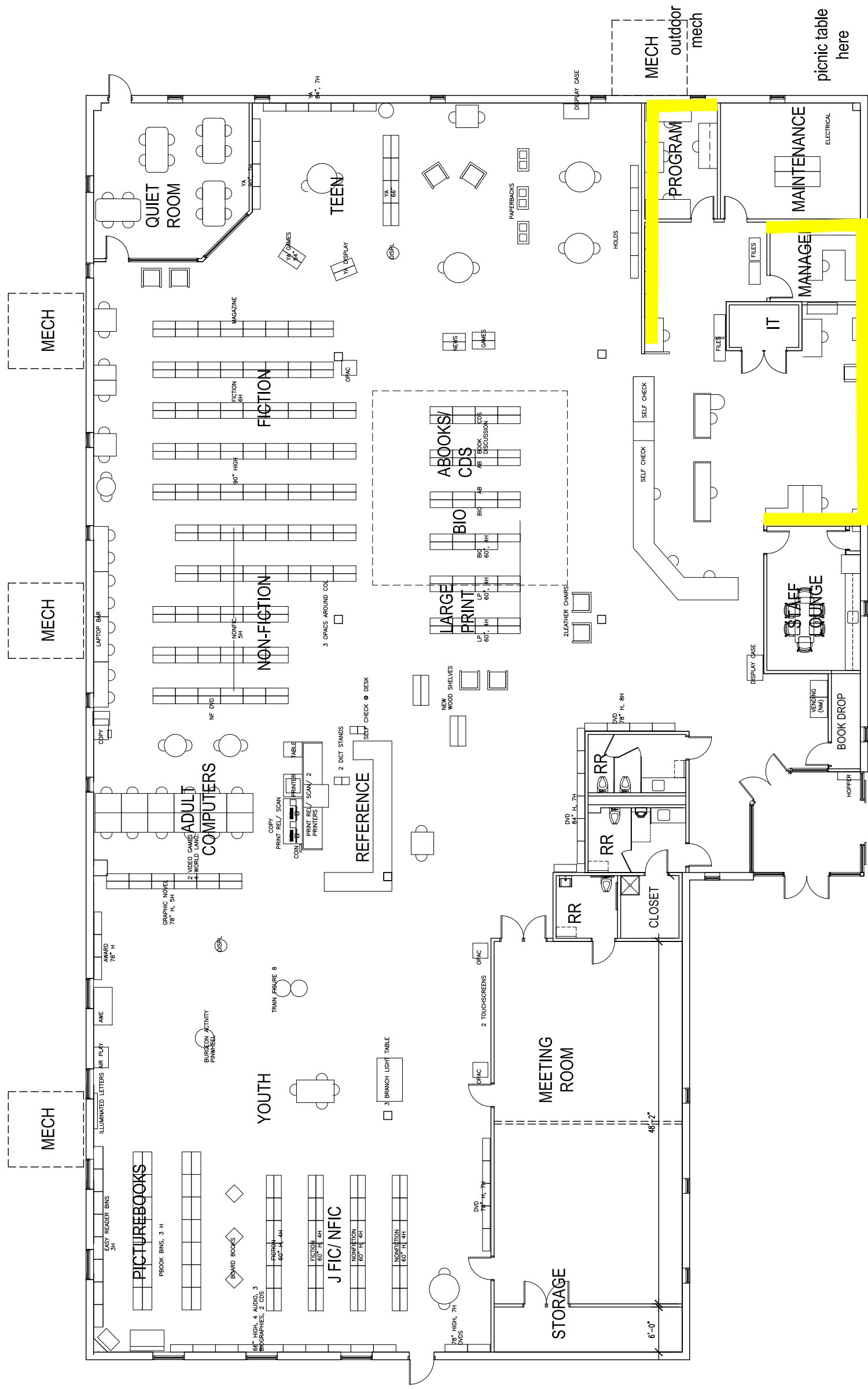
**ST. CHARLES CITY COUNTY LIBRARY:  
DEER RUN BRANCH LIBRARY  
EXISTING**

May 11, 2022

product architecture+design



— Staff Only Area



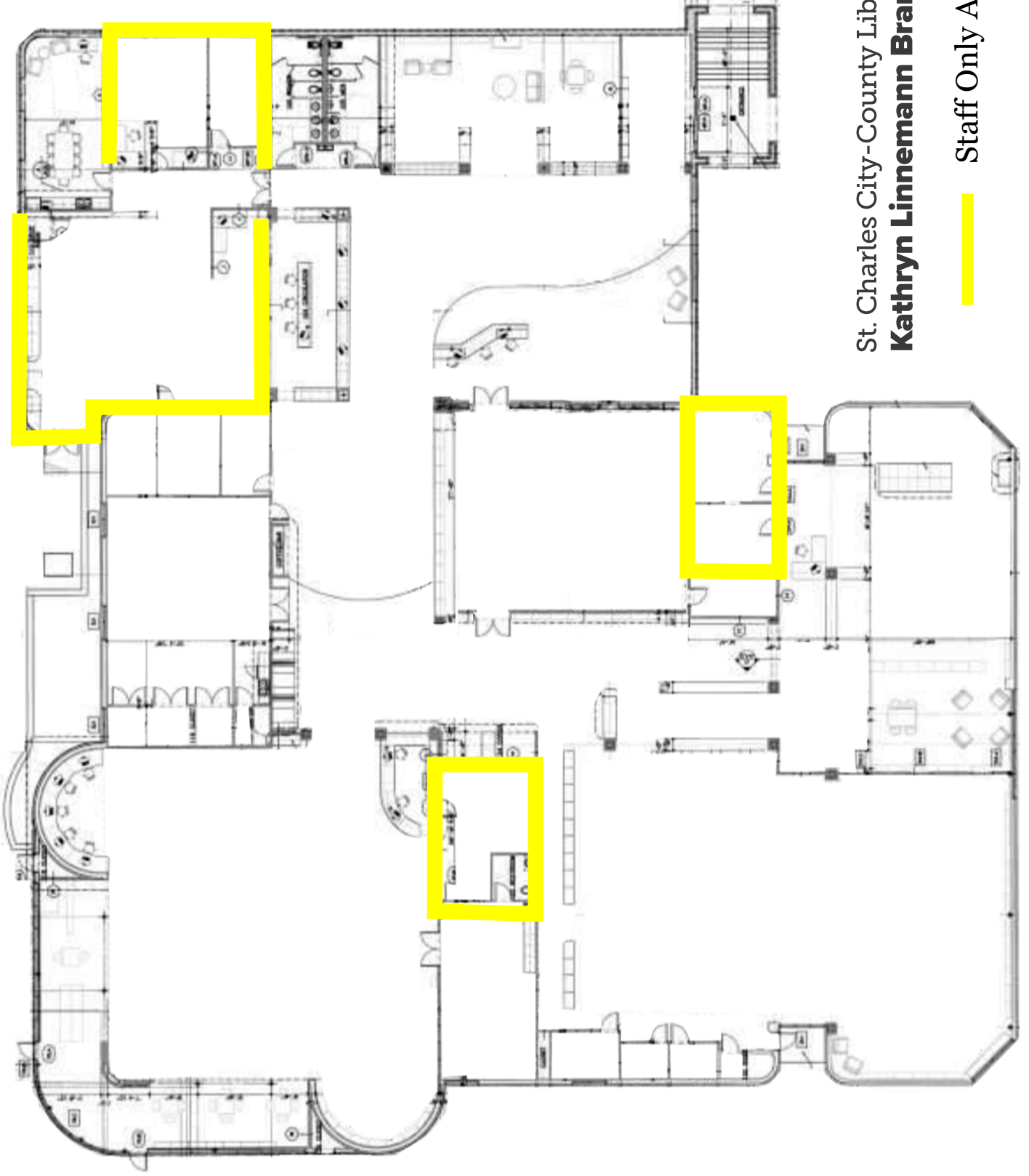
Staff Only Area

**ST. CHARLES CITY COUNTY LIBRARY:  
KISKER BRANCH LIBRARY  
EXISTING**

May 12, 2022  
product architecture+design

St. Charles City-County Library  
**Kathryn Linnemann Branch**

— Staff Only Area

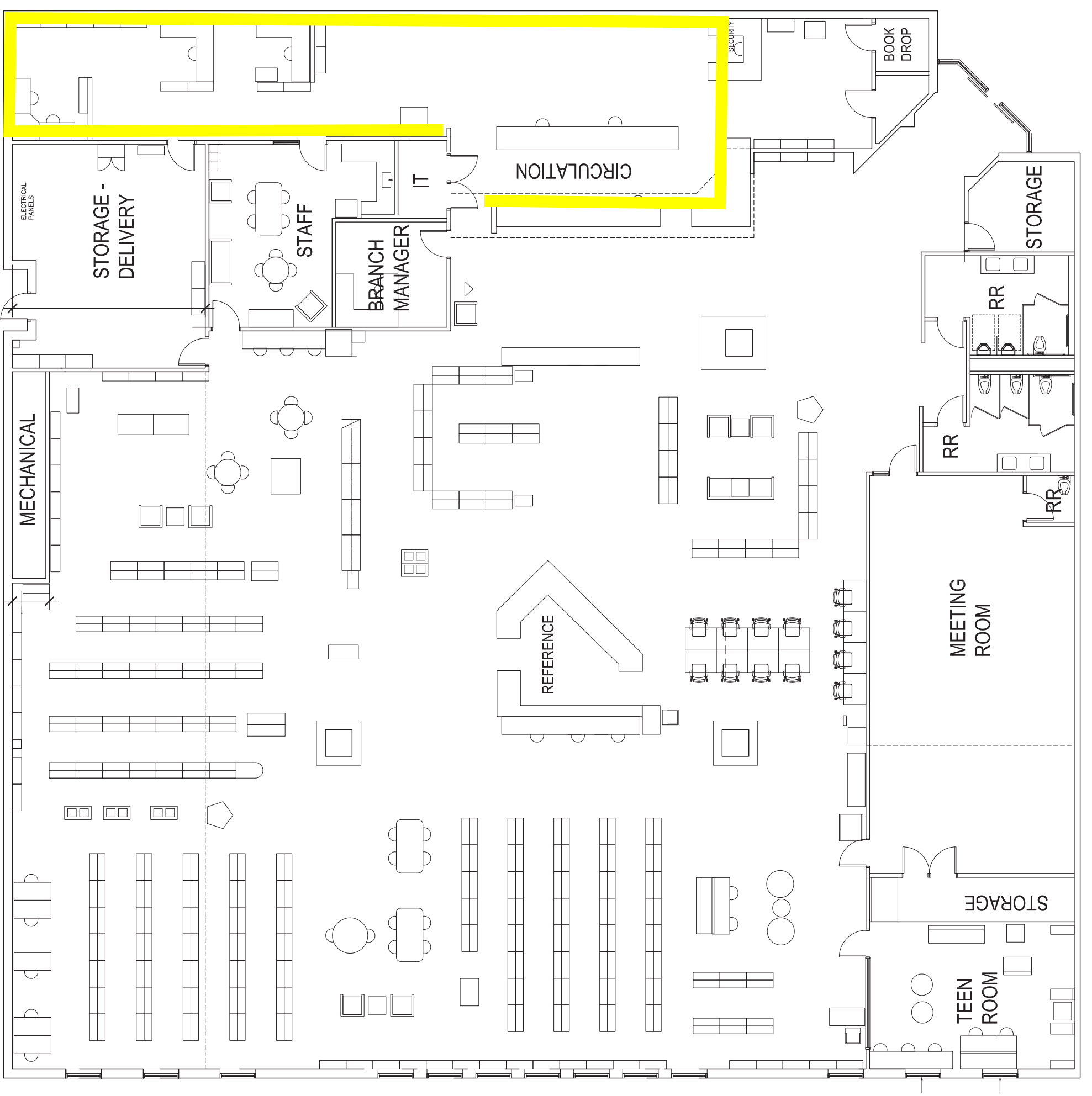


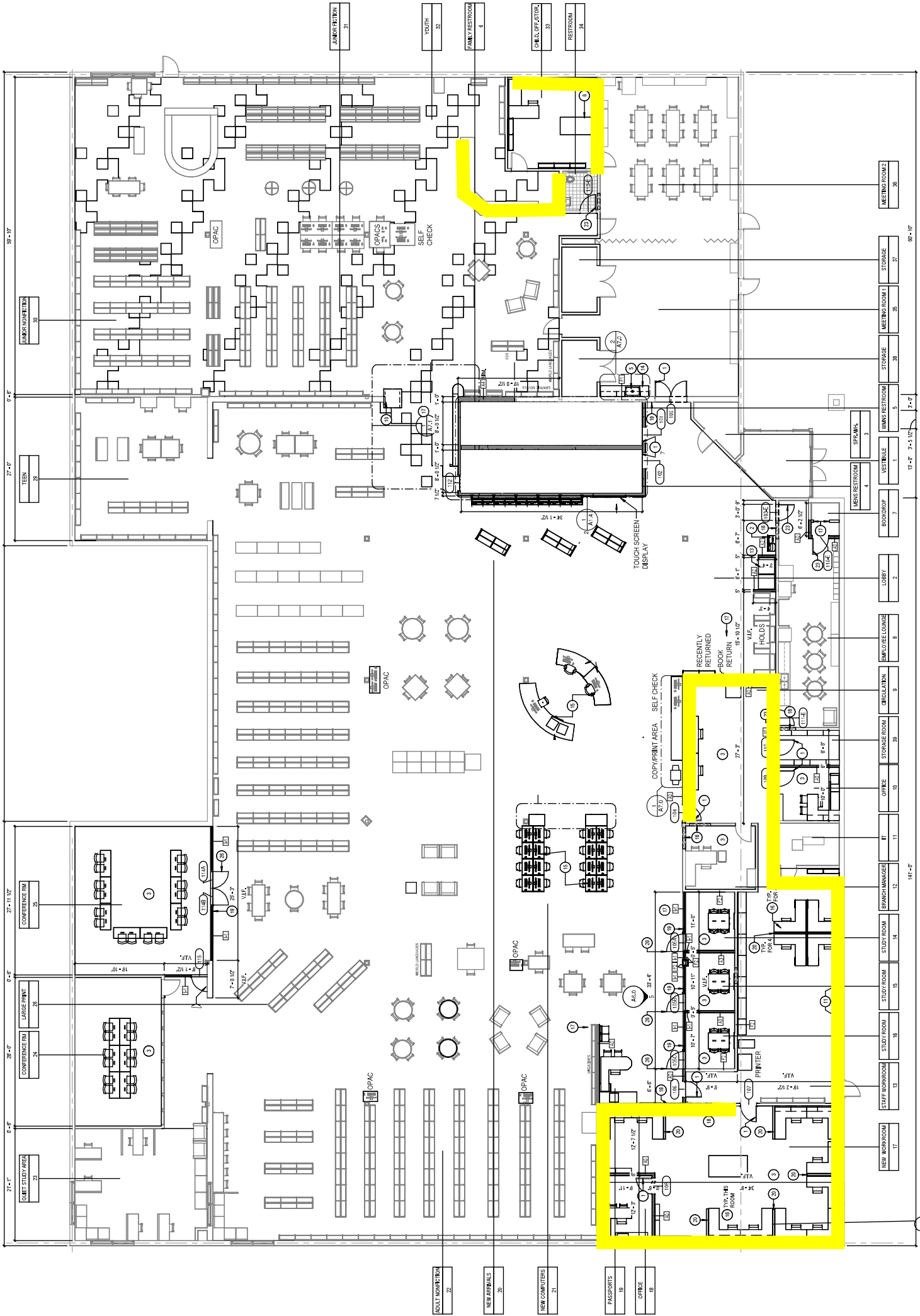
**ST. CHARLES CITY COUNTY LIBRARY:**  
**McClay Branch Library**  
EXISTING

June 27, 2022

product architecture+design

Staff Only Area





**Staff Only Area**

**new floor plan**



st. charles county library - middendorf-  
kredell branch  
2750 State HWY K  
O'Fallon, MO 63358




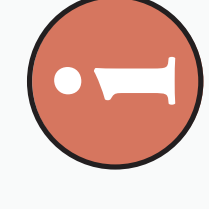


**A1.1**

sheet number:

1 of 17


# Spencer Road Branch UPPER LEVEL

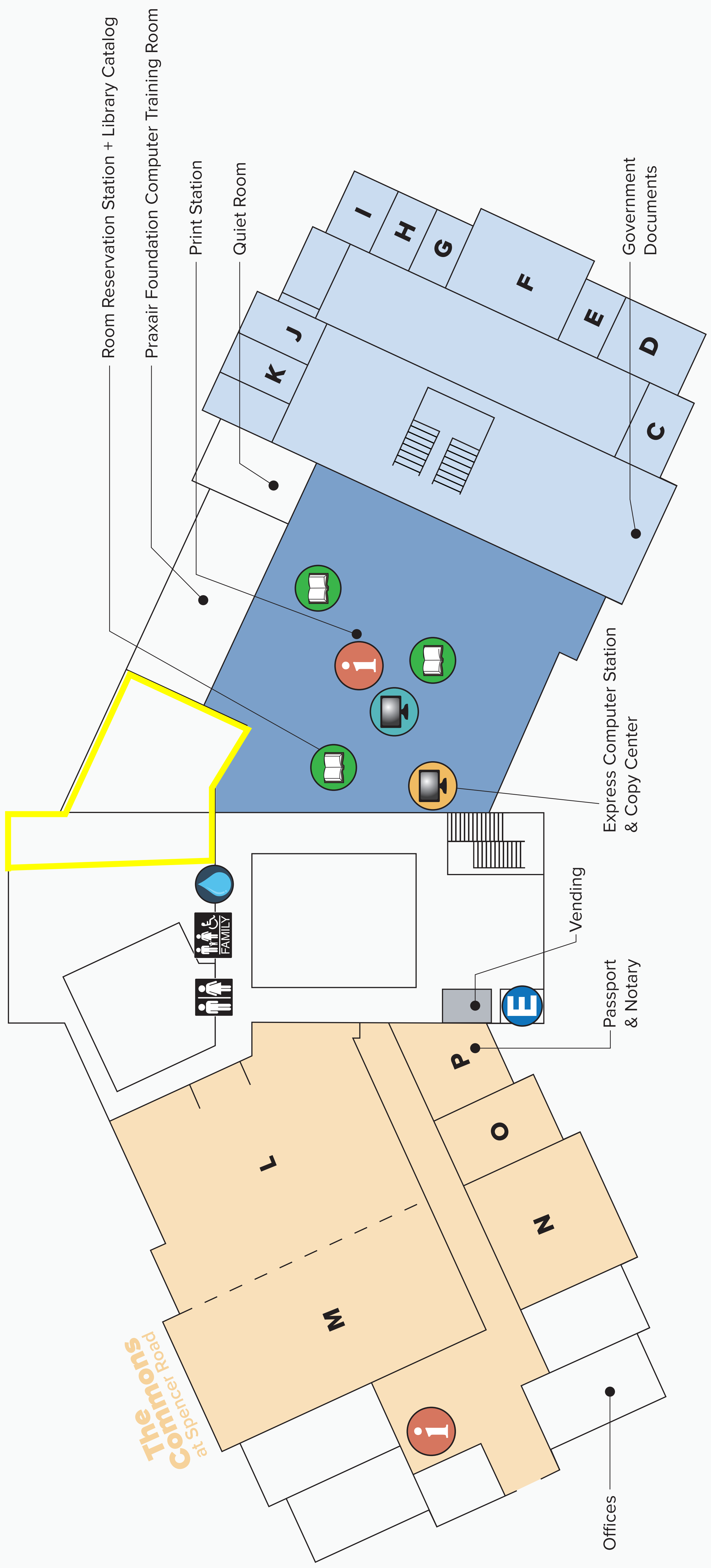
 The Commons at Spencer Road  
 Charter Technology Center

 Express Computer Station  
 Public Computer Center  
 Library Catalog  
 Information Desk  
 Elevator  
 Water Fountain

## Upper Level features:

- Black & White Copier
- Government Documents
- Conference Rooms C, D, F
- Event Rooms L, M, N, O
- Public PCs + Color Printers
- Passport + Notary Service
- Study Rooms
- Quiet Room
- Vending

 Staff Only Area



St. Charles City-County  
**Library**

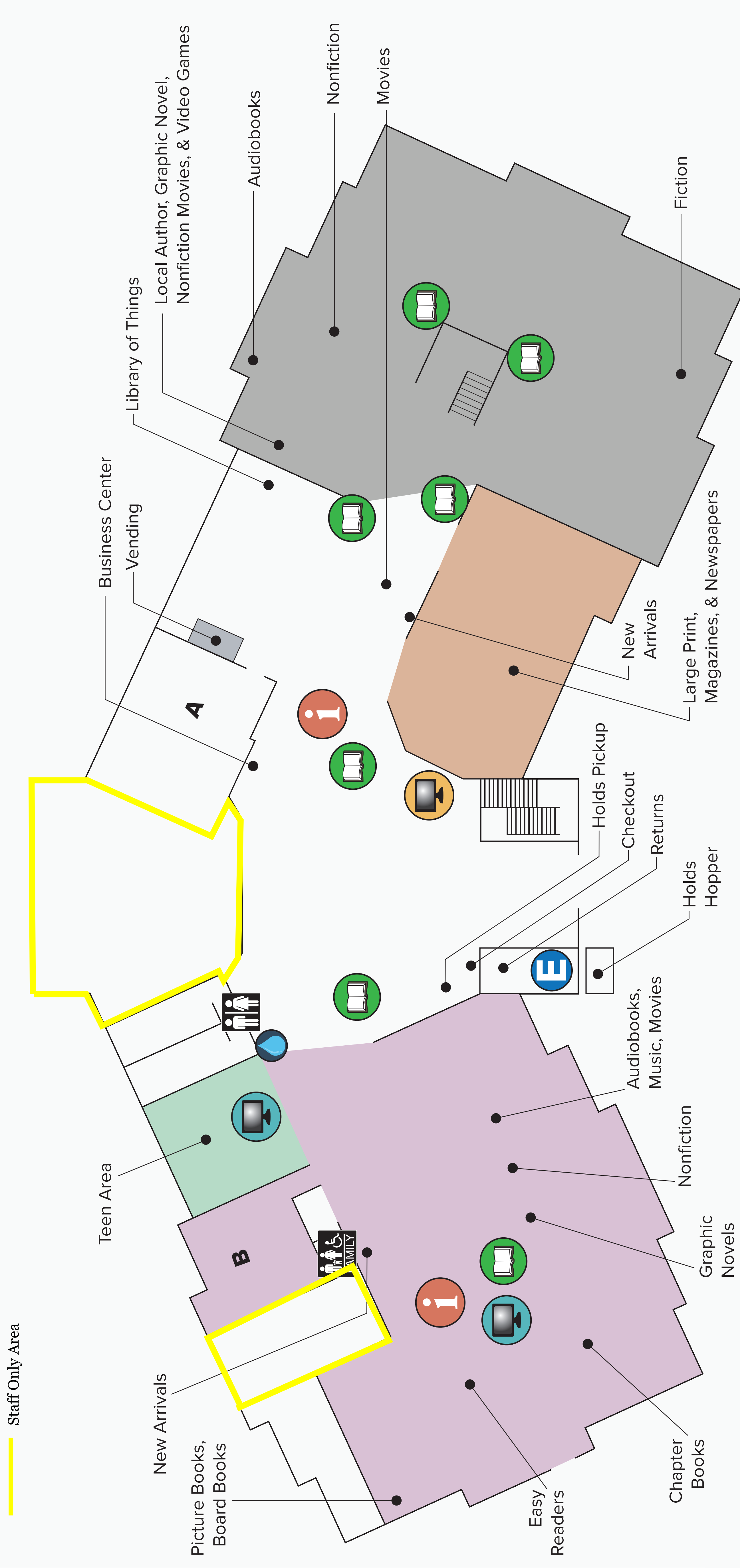
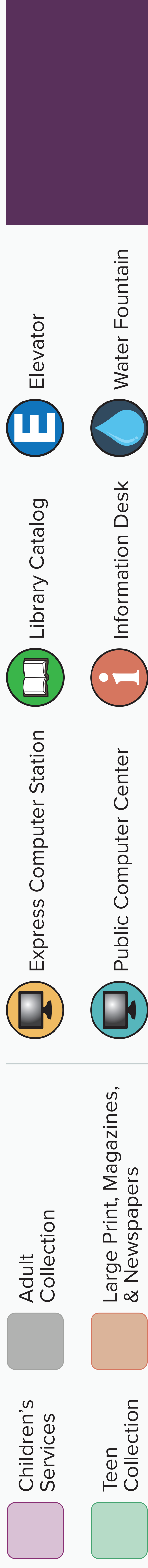
# Spencer Road Branch LOWER LEVEL

## Lower Level features:

- Adult Collection
- Teen Collection
- Youth Collection
- Local Authors Collection
- AWE Early Literacy Computers
- Checkout
- Returns
- Holds Pickup
- Library of Things
- Fax/Scan
- Color Copier
- Express PC + Printers
- Meeting Rooms A + B
- Vending



St. Charles City-County  
**Library**





# WingHaven® Branch

Janitor Closet

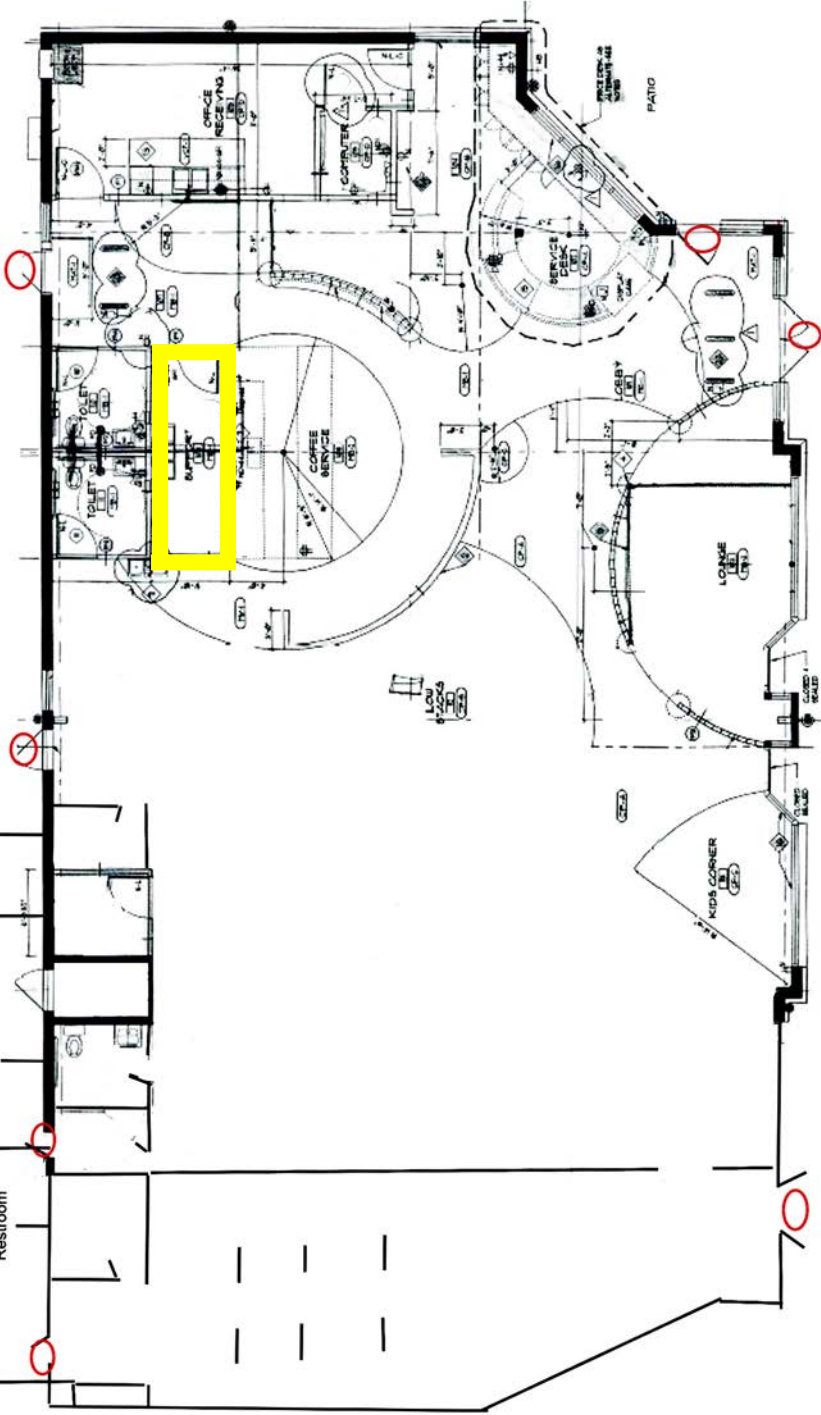
Office

Bookdrop

Restroom

Restroom

Closet



Staff Only Area



**Attachment A**

**Form Professional Services Agreement**

## **PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the St. Charles City-County Library District (the “Library”) and [COMPANY], a [COMPANY ENTITY DESCRIPTION] having its principal place of business at [COMPANY ADDRESS] (“Company”). Each a “Party,” and collectively referred to as the “Parties.”

WHEREAS, the Library issued a Request for Proposals for Managed Print Services for the St. Charles City-County Library District, 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 the Library District;

WHEREAS, Company submitted a response to the RFP, a copy of which is attached hereto as Exhibit B and made a part hereof (“Proposal”), and the Board of Trustees of the Library awarded the contract to Company; and

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

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties do hereby agree as follows:

### **1. Scope of Work.**

Company agrees to furnish all necessary materials, equipment, and personnel and perform the Professional services as described in the RFP attached hereto and incorporated herein as Exhibit A (the “Services”) in accordance with the terms and conditions of this Agreement.

The Parties may modify the Scope of Work as set forth in Exhibit A upon mutual agreement, in writing and signed by both Parties (a “Change Order”). Any resulting adjustments in total cost for the services will be negotiated between the Library and Company and signed by both Parties as part of the Change Order before any additional work is performed. A Change Order may be executed at any time during the term of this Agreement and, upon execution, is incorporated into the terms and conditions of this Agreement.

### **2. Assignment; Subcontracting.**

No part of the Services to be performed by Company hereunder shall be assigned or subcontracted without the prior written consent of the Library. The consent of the Library shall in no way relieve the Company of its responsibility for the quality and performance of the Services. Company shall include in any such subcontract all of the terms and conditions of this Agreement and make subcontractor subject thereto.

**3. Term; Termination; Fiscal Funding.**

The term of this Agreement shall extend from the Effective Date until [EXPIRATION DATE] (the "Term"), unless this Agreement is terminated earlier pursuant to this Section. The Term of this Agreement may be extended upon the Parties' mutual agreement in writing for an additional term subject to the Parties' renegotiation of, and agreement on, the price. This Agreement may be terminated by either Party, upon provision to the other Party of at least thirty (30) days' written notice. Upon any termination hereunder: 1) Company shall be paid only those portions of the fees for Services which have been completed to the reasonable satisfaction of the Library, and 2) Company will be required to turn over to the Library all files, documents, memoranda or other materials relating to the Services for the Library. Notwithstanding any provision herein to the contrary, the term of this Agreement is subject to and conditioned on, the appropriation, availability and budgeting of sufficient funds by Library. For any fiscal year of Library during the term hereof, in the event that sufficient funds are not available to Library, are not able to be appropriated by Library or cannot be budgeted by Library for the services hereunder, Library shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Company.

**4. Payment.**

The Library shall pay Company \$ [DOLLAR AMOUNT], as full compensation for all Services to be provided hereunder, which shall be payable monthly pursuant to invoices submitted on the basis of work completed. Payment shall be made to Company within 30 days after approval by the Library of invoices and supporting documentation submitted by Company. The Library shall have the right to withhold payment of any portion of the payment for any Services not performed or completed in a reasonably satisfactory manner until such time as Company modifies such Services to the reasonable satisfaction of the Library. The Library shall not be required to pay additional fees or expenses to correct mistakes, errors or omissions of Company in the Services, and Company shall pay all such additional fees and expenses.

**5. Company Personnel.**

Company shall furnish and require its employees to wear uniforms, badges or other means of identification suitable to identify them as employees of Company at all times while performing the Services required under this Agreement.

**6. Breach.**

Company shall be in breach of this Agreement at any time for failure to perform any of the terms, covenants, conditions or agreements of Company in this Agreement for 10 days after written notice from the Library and upon the occurrence of a breach by Company, the Library may, at its option: (a) by written notice to Company, terminate this Agreement; or (b) pursue any other right or remedy available at law or in equity.

**7. Company Representations and Warranties.**

Company represents and warrants that it has the experience, skill, expertise and necessary materials, personnel and equipment in order to perform the Services and that it will perform all of such Services in accordance with the terms herein, in accordance with the highest standards of competency, and in a professional manner.

Company represents and warrants that it is in compliance with all federal, state and local laws regarding business permits and licenses that may be required to perform the Services under this Agreement.

**8. Insurance.**

Company shall maintain and have in effect throughout the duration of this Agreement the following insurance coverage:

- (a) Proof of the appropriate insurance coverage:
  - (i) General Liability - Commercial general liability insurance must include bodily injury and property damage liability, independent contractor's liability, and contractual liability.
    - a. \$1,000,000 each occurrence/\$1,000,000 general aggregate
  - (ii) Worker's Compensation and Employee Liability - Missouri statutory amount (mandatory)
  - (iii) Auto
    - a. \$1,000,000 combined single limits
  - (iv) Professional Liability—\$1,000,000
  - (v) Additional Endorsement: Additional Named Insured:
    - St. Charles City-County Library District
    - 77 Boone Hills Drive
    - Saint Peters, MO 63376

**Vendors, Contractors and Companies shall name the St. Charles City-County Library as an additional insured on their general and auto liability insurance policies. Proof of insurance must be on file before a vendor is allowed access to Library facilities.**

Company's insurance policies must be endorsed to cover the liability of Company hereunder. Company shall name the Library as an additional insured on Company's commercial general liability and automobile liability insurance policies and shall provide the Library with certificates of insurance evidencing all such required coverage upon execution of this Agreement. The failure of the Library to obtain certificates or other evidence from Company is not a waiver by the Library of any requirements for the Company to obtain and maintain the specified insurance coverage. All insurance policies of or on behalf of the Library required in this 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."

**9. Company Indemnification.**

Company shall indemnify and hold harmless the Library, its Board of Trustees, officers, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any injury, loss, damage or any other circumstances sustained by the Library or others, arising from Company's breach of this Agreement or resulting from the negligent acts, errors or omissions of Company, any subcontractor, and each of their respective agents, employees or companies arising out of the Services. The Library shall not be liable for any loss or damage to the extent attributable to the negligence of Company.

**10. Immunity Retention.**

By execution and performance of this Agreement, Library does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of Library, or its Trustees, officers, directors, servants, employees, agents, successors or assigns.

**11. E-Verify.**

In accordance with Section 285.530, RSMo., Company shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Company shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**12. Notices.**

Any notice required or permitted to be delivered hereunder must be in writing and will be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three (3) business days after having been deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; or (c) one (1) business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed, to the Parties as follows (or to such other addressee or address as will be set forth in a notice given in the same manner):

The Library: St. Charles City-County Library District  
77 Boone Hills Drive  
St. Peters, Missouri 63376  
Attn: Chief Executive Officer

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

**13. Additional Provisions.**

(a) Independent Contractors.

Both Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

(b) Conflicts.

In the event of any conflict or discrepancy between the terms of this Agreement and the provisions of any exhibits attached hereto, the terms and provisions of this Agreement will govern.

(c) Severability.

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed severable. In such an event, this Agreement will be enforced as if such invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision.

(d) Legal Compliance.

Company and its employees, agents and representatives shall comply with the Library's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances required of Company in performing the services pursuant to this Agreement.

(e) Waiver.

No failure on the part of either Party at any time to require the performance by the other Party of any term hereof will be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term. No waiver on the part of either Party of any term hereof will be taken or held to be a waiver of any other term hereof or the breach thereof.

(f) Governing Law.

This Agreement will be governed, construed and interpreted under the laws of the State of Missouri and will be deemed to be executed and performed in St. Charles County, Missouri. Any legal action arising out of, or relating to this Agreement will 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 state court located in St. Charles County, Missouri, or a federal court located in the City of St. Louis, Missouri.

(g) Complete Agreement; Modification.

This Agreement constitutes the entire agreement among the Parties pertaining to the Services and supersedes all prior agreements and understandings, whether oral or written. No amendment or modification to the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of both Parties.

(h) Construction.

The recitals, preamble and any exhibits to this Agreement are hereby incorporated as an integral part of this Agreement as if restated herein in full. Headings are included for convenience and reference only and are not incorporated as an integral part of this Agreement.

This Agreement may be executed in any number of counterparts each of which is deemed an original and as executed will constitute one agreement, binding on both parties, even though both Parties do not sign the same counterpart. The Parties agree that this Agreement may be executed by facsimile including Portable Document Format (PDF) electronic scan, which will be deemed an original.

The signatures of the undersigned indicate that they have read, understand and agree with the terms of this Agreement and have the authority to execute this Agreement on behalf of their represented Party and to bind their Party to all the terms of this Agreement.

*Signature page follows*



**IN WITNESS WHEREOF**, the Parties have duly executed the foregoing instrument or caused the same to be executed as of the day and year set forth below.

**ST. CHARLES CITY-COUNTY  
LIBRARY DISTRICT**

**COMPANY:**

By: \_\_\_\_\_  
Name: Jason Kuhl  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

Sample

**EXHIBIT A**

**[RFP]**

Sample

**EXHIBIT B**  
**[PROPOSAL]**

Sample