

**INVITATION FOR BIDS**

**IFB NO:** 24-999000  
**DATE ISSUED:** June 14, 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](mailto:bids@slpl.org)

**BID DUE DATE:** June 28, 2024 by 2:00 p.m.  
**PURCHASING MANAGER:** Lawrence Pruitt

**EMAIL ADDRESS:** [lpruitt@slpl.org](mailto:lpruitt@slpl.org)

**BOARD OF DIRECTORS OF THE CITY OF ST. LOUIS**  
**MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY**  
**IFB 24-999000 UPHOLSTERY REPAIR 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 24-999000 UPHOLSTERY REPAIR SERVICES**

**INVITATION FOR BIDS SCHEDULE**

IFB Issued	June 14, 2024
Public Notification of IFB	June 14, 2024
Pre-Bid In Person Furniture Assessment	Call to Schedule 314-539-0313
Questions from Bidders due to Library	June 21, 2024 at 10:00 a.m.
Bid Due	June 28, 2024 at 2:00 p.m.

**BOARD OF DIRECTORS OF THE CITY OF ST. LOUIS**  
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**IFB 24-999000 UPHOLSTERY REPAIR 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](mailto: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](mailto:lp Pruitt@slpl.org). **Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Friday, June 21, 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, June 28, 2024.** EMAIL BIDS WILL ALSO BE ACCEPTED. **PLEASE SEND YOUR EMAIL BID RESPONSE TO: [bids@slpl.org](mailto: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 24-999000 UPHOLSTERY REPAIR SERVICES**

**INVITATION FOR BIDS**

June 14, 2024

**INTRODUCTION**

The St. Louis Public Library requests Bids from qualified Bidders for Upholstery Repair Services.

Bids must be received no later than 2:00 p.m., Friday, June 28, 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](mailto: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 10:00 a.m., Friday, June 21, 2024. To preserve the integrity of the selection process, questions regarding this IFB should only be directed in writing to Lawrence Pruitt: [lp Pruitt@slpl.org](mailto:lp Pruitt@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

## SCOPE OF WORK

The St. Louis Public Library desires to restore and refurbish 20 lounge chairs according to design specifications by replacing worn padding and fabric. We have selected V647 Wine by Charlotte Fabric as the replacement fabric to match other furniture at the Central Library location. Furniture should be picked up and dropped off at 1301 Olive St. St. Louis MO, 63103.

### Fabric Specifications

V647 Wine by Charlotte Fabric



### V647 Wine



Stain  
Resistant



Pet  
Friendly



Ink  
Resistant



2 Million+  
Double Rubs

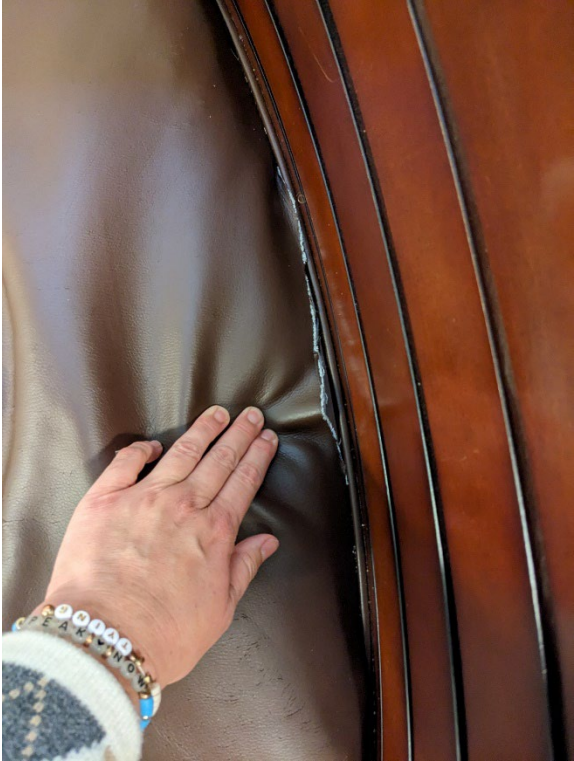


Scan for inventory  
& more information



Durability	Exceeds 2,000,000 Wyzenbeek Double Rubs (Heavy Duty)
Features	Remarkable Finish: Ink & Stain Resistant
Width	54 Inches
Content	Face: Vinyl/Polyurethane, Back: Polyester Microsuede, 29oz.
Pattern Direction	Shown Not Railroaded (Up the Roll)
Cleanability	Mild Soap & Water
Flammability	CA 117-E, UFAC Class 1, NFPA 260
Origin	Asia
Applications	Upholstery
Markets	Home & Contract
Sample Books	Ultrahyde Pro

**Chair Photos**



# 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 proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

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

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

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

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

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

# ATTACHMENT C

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

### E-VERIFY AFFIDAVIT

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

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

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

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

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

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

## ATTACHMENT D

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

#### **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.

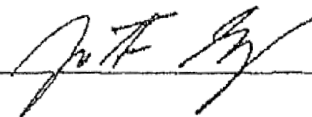
Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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

