

ST. LOUIS COUNTY LIBRARY DISTRICT

**REQUEST FOR PROPOSALS
MOBILE WI-FI HOTSPOTS**

DATE ISSUED: October 3, 2024

The Board of Trustees of the St. Louis County Library District (“Library District”) is accepting proposals (“Proposal” or “Proposals”) pursuant to this Request for Proposals from qualified proposers for 400 Mobile Wi-Fi Hotspots (the “Project”).

All Proposals are due no later than 2:00 P.M. C.D.T., on November 21, 2024

Proposers shall complete the Proposal as required in this Request for Proposals and deliver the completed Proposal by email only to Eric Button, ebutton@slcl.org. The email subject line should be “Request for Proposals – Mobile Wi-Fi Hotspots.”

To protect the integrity of the Proposal selection process, any questions concerning this Request for Proposals, the Proposal process or Proposal specifications shall be emailed only to Eric Button at ebutton@slcl.org in accordance with this Request for Proposals.

It is anticipated that the Proposals will be considered by the Library District’s Board of Trustees at the December 16, 2024 meeting after consideration 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 interests of the Library District.

BACKGROUND

The St. Louis County Library District is a political subdivision of the State of Missouri. The Board of Trustees (“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 863,000 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 & CEO”) of the Library District.

This Request for Proposals is for the provision of Mobile Wi-Fi Hotspots for use by Library District patrons throughout St. Louis County, Missouri.

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 Proposers must comply with the provisions relating thereto in Section 285.530 RSMo, as amended.
- All Proposers on Library District contracts for services in excess of \$5,000 must provide the Library District 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 the Proposal.
- Pursuant to Section 34.600 RSMo., in the event that the contract for the services described in this Request for Proposals is for \$100,000 or more, and the successful Proposer employs ten (10) or more employees, the contract shall include a written certification that the Proposer is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 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 RSMo, 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.

In addition to the general requirements listed above, the successful Proposer shall comply with all laws, ordinances, regulations and orders of federal, state, county, and local governing authorities pertaining and applicable to the successful Proposer and/or the Library District.

Applicable insurance coverage must be provided by the successful Proposer before any work can be started on the Project.

The Library District will make every effort to target and utilize Minority/Women Business Enterprises (MBE/WBE) by using the Missouri Minority/Women Business Enterprise Program Directory as a source of identification of potential proposers. The Library District Policy provides that MBE/WBEs must be certified by the Office of Supplier and Workforce Diversity (OSWD), State of Missouri, and that such entities will be provided an equitable and fair opportunity to submit proposals.

These General Requirements, this Request for Proposals, the Proposal and the specifications 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 Proposals. Notwithstanding the foregoing, incorporation of any Proposal including proposed alternate language and/or modifications to these General Requirements and/or this Request for Proposals is not a modification to this Request for Proposals without the explicit written consent of the Library District.

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:

This Scope of Work provides an overview of the terms and conditions being sought by the Library District for the Service: Wi-Fi Mobile Hotspot Devices and Cellular Data Service:

The St. Louis County Library District is requesting Proposals for 400 Wi-Fi Mobile Hotspot Devices with Unlimited Data Service to lend to Library patrons at all 20 Library District branches, as described in Exhibit A, attached hereto and incorporated herein as a part of this RFP.

Network coverage should be robust enough to cover all of St. Louis County while extending reliable coverage beyond the St. Louis Region.

The successful Proposer agrees to enter into a contract with the Library District for services provided for a two-year term, in substantially the form of the contract included as Exhibit C.

SERVICE

1. Key Requirements:

The Proposer must meet the following requirements:

- Have a Service Provider Identification Number (SPIN) on file with the Universal Service Administrative Company.
- Be an approved USAC telecom provider.
- Provide the Library District with the ability to suspend and unsuspend service to specific devices as required.
- Provide E-Rate Category 1 service status.
- The solution presented must offer truly unlimited data with no throttling.
- Each hotspot device must allow at least 10 Wi-Fi enabled devices to connect simultaneously.
- The hotspot devices will require 5G coverage throughout the greater St. Louis area and demonstrate reliable coverage in area outside the St. Louis region.

2. Required Information. All proposals should demonstrate the Proposer's satisfaction of Key Requirements listed above and include the following information:

- **Mobile Wi-Fi Hotspot Device Specifications**

- Please provide a physical description of the Wi-Fi device recommended in the Proposal.
- Devices should fit with cases owned by the Library District. The case in use is a ProCase 2.5" EVA Shockproof Travel Case 5.91 x 4.53 x 2.05 inches.
- Please provide the expected bandwidth for the hotspot in St. Louis County.
- Devices should arrive with customized settings and labels applied to each device per the specifications of the library.

- **Other Support**

- Description of device replacement options in the event of missing and/or broken hotspots, charging cables and any related accessory proposed in the Proposal.
- Description of the model of customer care that will be offered to the Library District to address technical and procedural issues that arise. Please discuss the model of communication for this technical support.
- Description of the model of support offered to end-user patrons of the Library District who use the proposed device. Please discuss the model of communication for this technical support.
- Description of the Library District's ability to filter web traffic per the guidelines of the Children's Internet Protection Act (CIPA). The proposal must allow for blocking or filtering Internet access to material that is (a) obscene; (b) child pornography; or (c) harmful to minors.
- Description of the Proposer's ability to suspend and unsuspend service on selected devices and the impact of these suspensions on monthly billing.
- Description of the management portal for hotspot devices.
- Description of the deployment and delivery process.

- **Patron Privacy**

- What patron information is collected?
- How is the information collected?
- Where is the information stored?
- How long is the information stored?
- Who has access to the information?
- With whom may the information be shared?

- **Term and Pricing**

- Proposals must be for an initial 2-year term commencing on July 1, 2025.

- Proposals must include any device cost (if applicable) and the monthly cost for the line of service including any and all fees.
- **Payment Options**
 - Describe your accepted methods of payment. The Library District requires E-Rate eligible services.
- **Payment Schedule**
 - Describe payment schedules available for the proposal.
- **References**
 - Please provide at least 3 references from similar sized projects that your company has provided within the last three years.

PROPOSAL REQUIREMENTS

1. The Proposal must be delivered and received no later than **2:00 P.M. C.D.T. on November 21, 2024**. No Proposal will be accepted after this time and any Proposal arriving after this time will be returned unopened.

2. The Proposal must be emailed to:

Eric Button at ebutton@slcl.org

The email subject line shall read as follows:

“Request for Proposals – Mobile Wi-Fi Hotspots”

3. Each Proposer shall submit their Proposal as an electronic PDF. Blank pages and/or electronic PDF tabs may be used to delineate discrete sections. Each Proposer shall submit one (1) complete copy of the Proposal and one (1) “public/press” copy of the Proposal in which the Proposer should redact any information which it deems confidential or proprietary.

Notwithstanding the foregoing, the Library District must comply with the Missouri Sunshine Law; therefore, all Proposals and other documentation submitted to the Library District in response to this Request for Proposals (including fees) may be subject to disclosure pursuant to Missouri law and/or Library District policy.

4. Any Proposer desiring an explanation or interpretation of this Request for Proposals must request it in writing no later than 1:00 P.M. C.D.T. on October 10, 2024, and such request shall be emailed only to ebutton@slcl.org. 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 amendment of this Request for Proposals, if that information is necessary in submitting Proposals or if the lack of it would be prejudicial to any other prospective Proposers.

5. 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 Request for Proposals 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 Proposal.

6. 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.

7. Each Proposal must include a **COVER LETTER** which must indicate that the signer is authorized to bind the Proposer contractually and must identify the title or position of the signer. The COVER LETTER shall also contain the following:

- (i) The name of the Proposer, address, telephone number and email address;
- (ii) A statement that (a) the Proposer is willing and able to provide the goods and services required for a successful engagement; (b) the Proposer has read and understands the Request for Proposals; and (c) the Proposal is made in accordance with the Request for Proposals and is based upon the materials, products, systems and equipment required by the Request for Proposals.
- (iii) The name of the individual within the Proposer, who will be the primary contact concerning this engagement;
- (iv) A certificate of good standing for the State of Missouri, as applicable;
- (v) Documentation and sworn affidavit with respect to employees working in connection with the Proposal, affirming enrollment in a Federal Work Authorization Program.
- (vi) The Proposer's qualifications to provide and implement the Project, and its experience in the provision and completion of similar projects, including such projects for public or governmental entities, within the last five years.

8. An unsigned submission shall be rejected.

9. The Library District is not liable for any cost incurred by the Proposer prior to issuance of a legally executed contract by the Library District and/or purchase order authorized by the Library District.

10. All materials submitted by the Proposer in response to this Request for Proposals becomes the sole property of the St. Louis County Library District upon receipt. The material contained in a response will be appended to the final agreement, further defining the contractual responsibilities of the Proposer.

SELECTION PROCEDURES

1. Proposals shall be referred to and reviewed by a Selection Committee composed of members selected by the Director & CEO.
2. Proposals that fail to adhere to the requirements of this Request for Proposals may result in the Proposal being disqualified as non-responsive.
3. The Proposal will be used to measure the lowest and best proposal. In determining the best Proposal, among other factors, the Library District may consider all factors in this Request for Proposals including, but not limited to, the proposed costs, the location of the proposer, MBE/WBE participation/interest in the business, references, and prior performance.
4. The Selection Committee will make a recommendation to the Director & CEO 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 Proposals 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 Proposer determined to be the lowest and best proposal.
4. All Proposers will be notified of the Library District's selection as soon as possible.
5. The successful Proposer will be issued a Notice of Award. Within ten (10) business days, the successful Proposer 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;
 - (iii) Comprehensive General Liability – \$2,000,000; and
 - (iv) Other insurance (as appropriate for the Project) – \$1,000,000.
 - (b) Federal Identification Number with IRS Form W-9.
 - (c) Evidence that the Proposer is authorized to do business in Missouri and at each Library District Location.

Exhibit A

Locations

Notes:	Location Name	Address
	Bridgeton Trails (BT)	3455 McKelvey Rd., Bridgeton, MO, 63044-2500
	Clark Family (CF)	1640 S. Lindbergh Blvd., St. Louis, MO 63131
	Cliff Cave (CC)	5430 Telegraph Rd., St. Louis, MO, 63129-3556
	Daniel Boone (DB)	300 Clarkson Rd., Ellisville, MO, 63011-2222
	Eureka Hills (EH)	500 Workman Road, Eureka, MO, 63025
	Florissant Valley (FV)	195 New Florissant Rd., S., Florissant, MO, 63031-6796
	Grand Glaize (GG)	1010 Meramec Station Rd., Manchester, MO, 63021-6943
	Grant's View (GV)	9700 Musick Road, St. Louis, MO, 63123-3935
	Jamestown Bluffs (JB)	4153 N. Highway 67, Florissant, MO, 63034-2825
	Lewis & Clark (LC)	9909 Lewis-Clark Blvd., St. Louis, MO, 63136-5322
	Meramec Valley (MV)	1501 San Simeon Way, St. Louis, MO, 63026-3479
	Mid-County (MC)	7821 Maryland Ave., St. Louis, MO, 63105-3875
	Natural Bridge (NB)	7606 Natural Bridge Rd., St. Louis, MO, 63121-4905
	Oak Bend (OB)	842 S. Holmes Ave., St. Louis, MO, 63122-6507
	Park View (PV)	8400 Delport Dr., St. Louis, MO, 63114-5904
	Prairie Commons (PC)	915 Utz Ln., Hazelwood, MO, 63042-2739
	Rock Road (RR)	10267 St. Charles Rock Rd., St. Ann, MO, 63074-1812
	Samuel C. Sachs (SACHS)	16400 Burkhardt Pl., Chesterfield, MO, 63017-4660
	Thornhill (TH)	12863 Willowyck Dr., St. Louis, MO, 63146-3771
	Weber Road (WR)	4444 Weber Rd., St. Louis, MO, 63123-6744

Exhibit B

Tentative Schedule

To provide a clear understanding of the RFP process, below is a tentative schedule of events for this project.

Date and Time	Event
October 3, 2024	Request For Proposal Issued
October 10, 2024 at 1:00 p.m.	Deadline for submission of questions by Proposers
October 17, 2024 2:00 p.m.	Answers to Proposers' questions will be posted on website
November 21, 2024 at 2:00 p.m.	RFP Closing Date and Time
December 16, 2024	Board of Trustees meeting for approval

Exhibit C

Form of Contract

ST. LOUIS COUNTY LIBRARY DISTRICT
MOBILE WI-FI HOTSPOT SERVICES
CONTRACT

This SERVICES CONTRACT (“Contract”) is made and entered into as of the _____ day of _____ 2024, by and between the ST. LOUIS COUNTY LIBRARY DISTRICT (“Library District”) and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the Library District issued a Request for Proposals (“RFP”) for the provision of mobile wi-fi hotspots for Library Patron use throughout St. Louis County, Missouri (the “Project”), a copy of which is attached hereto as Exhibit A, and made a part hereof (“RFP”); and

WHEREAS, Contractor submitted a Proposal for Services, a copy of which is attached hereto as Exhibit B, and made a part hereof (“Contractor’s Proposal” or “Proposal”), and the Board of Trustees of the Library District approved Contractor’s 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, 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 Eric Button (ebutton@slcl.org), Deputy Director, representative of the Library District.

2. Term. This Contract shall commence on _____, 2024 and be effective for a term of two-years, unless sooner terminated as provided in this Contract.

3. Fees. For performance of the Contractor Services, the Library District shall pay Contractor the fees (collectively the “Fees”) set forth in the Contractor’s Proposal (\$_____), which shall be payable pursuant to invoices submitted on the basis of work completed. Payment shall be made to Contractor within 30 days after approval by the Library District of invoices and supporting documentation submitted by Contractor. The Library District shall have the right to withhold payment of any portion of the Fees for any Contractor Services work not performed or completed in a reasonably satisfactory manner until such time as Contractor modifies such Contractor Services work to the reasonable satisfaction of the Library District. The Library District shall not be required to pay additional fees or expenses to correct mistakes, errors, or omissions of Contractor in the Contractor Services, and Contractor shall pay all such additional fees and expenses.

4. 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.

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 as Exhibit C, and made a part hereof. The Library District shall be named as an additional insured on all of Contractor’s insurance policies required herein. 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 arising out of or resulting from the acts, errors or omissions of Contractor in the performance of this Contract.

9. Breach, Specific Performance, Liquidated Damages and Termination. (not applicable)

10. Training. (not applicable)

11. 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.

12. 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.

13. Federal Work Authorization. In accordance with Section 285.530, RSMo., Contractor 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. Contractor 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 Library District, 1640 South Lindbergh Blvd, St. Louis Missouri, 63131, Attention: Dan Lucas, Manager of Safety & Security (ii) to Contractor, _____, and (iii) or to such other address as shall be furnished in writing by either party to the other party.

19. 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.

20. 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.

21. 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]

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed as of the day and year first above written.

ST. LOUIS COUNTY LIBRARY DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

[CONTRACTOR NAME]

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A
(Original RFP)

Exhibit B
(Contractor's Proposal)

Exhibit C
(Insurance Certification)

