

**REQUEST FOR BID(S)  
ST. LOUIS PUBLIC LIBRARY  
RFB 20-11519 WINDOW WASHING SERVICES**

The St Louis Public Library is requesting submissions from qualified bidders for window washing services at the Library branch locations. Sealed Bids will be received by the Purchasing Office, St. Louis Public Library, 1415 Olive St, St. Louis, Missouri, 63103, until 4:00 p.m. CDT, Wednesday, November 20, 2019. For more information, please contact Rita Kirkland during regular business hours by phone, 314.539.0369, email, [rkirkland@slpl.org](mailto:rkirkland@slpl.org), or at the above address.

**REQUEST FOR BID**  
**ST. LOUIS PUBLIC LIBRARY**  
**RFB NO. 20-11519**  
**WINDOW WASHING SERVICES**  
**REQUEST FOR BID(S) SCHEDULE**

RFB Issued	November 7, 2019
Public Notification of RFB	November 7, 2019
Questions from Bidders due to Library	November 25, 4:00 p.m. CDT
RFB Bid Opening Date and Time	November 28, 4:00 p.m. CDT

**REQUEST FOR BIDS**

**RFB NO.:** 20-11519  
**Date Issued** November 7, 2019

**SEND BIDS TO:**  
Rita Kirkland, Assistant Business Manager  
St. Louis Public Library  
Administrative Offices  
1415 Olive Street  
St. Louis, MO 63103

**Due Date:** November 28, 4:00 p.m. CDT

**Assistant Business Manager:** Rita Kirkland (314) 539.0312

**Email Address:** rkirkland@slpl.org

**ST LOUIS PUBLIC LIBRARY RFB 20-11519 WINDOW WASHING SERVICES**

This bid is subject to all the terms and conditions of this Request for Bid 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

Company Name \_\_\_\_\_

Print Contact Name \_\_\_\_\_

Print Title \_\_\_\_\_

Print Address \_\_\_\_\_

Print City, State, Zip \_\_\_\_\_

Print Telephone \_\_\_\_\_

Print Email \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

Signature and Title of Authorized Representative of Bidder (Date)

Bidder is:  individual  corporation  partnership  LLC

Other  (describe) \_\_\_\_\_

## **ST LOUIS PUBLIC LIBRARY RFB 20-11519 WINDOW WASHING SERVICES**

### **INSTRUCTIONS TO BIDDERS**

The 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.

The right is reserved by the Library to cancel the RFB or to reject in whole or in part when it is for good cause and in the best interest of the Library 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.

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

Questions about the bid should be made in writing and directed to Rita Kirkland, Assistant Business Manager at [rkirkland@slpl.org](mailto:rkirkland@slpl.org). Responses, when provided, will be included in an amendment. To preserve the integrity of the selection process, questions regarding this RFB should only be directed in writing to Ms. Kirkland, [rkirkland@slpl.org](mailto:rkirkland@slpl.org). **Bid inquiries must be submitted in writing for Library review no later than Thursday, November 25, 2019 by 4:00 pm.** to allow for the 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 initialed and dated by the company submitting the bid. **Please provide three complete copies of your bid response for Library review.**

It is the responsibility of the bidder to deliver the bid and/or bid 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 Rita Kirkland, Purchasing Manager, St. Louis Public Library, Administrative Offices, 1415 Olive St., St. Louis, MO 63103. The bid shall show on the face of the envelope:

## **ST. LOUIS PUBLIC LIBRARY RFB 20-11519 WINDOW WASHING SERVICES**

**BIDS DUE 11/28/19 @ 4:00p.m. CDT**

**EMAIL AND FACSIMILED BIDS WILL NOT BE ACCEPTED.**

## ST. LOUIS PUBLIC LIBRARY

### TERMS AND CONDITIONS OF THE REQUEST FOR BIDS

#### 1. Considerations in the Acceptance of Bids

1.01 The Library will have the right to reject any and all Bids, to waive any defect or informality in any bid should it be deemed in its interest to do so, and the Library does not bind itself to accept the lowest of any bid submitted for this work, or any part or parts thereof; and further that it will have the right to ask for new Bids on the whole or separate parts of the work, should it so desire.

1.02 The quality of the materials proposed to be furnished, time for completion, the facilities possessed by the bidder for the prompt and satisfactory execution of the work described, the experience of the bidder in work of similar character, financial standing and other similar items will be taken into consideration as well as the cost. The Library may make any investigation necessary to evaluate any of the above items.

#### 2. Execution, Correlation and Intent.

2.01 In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. Library Terms and Conditions.
4. Drawings and Specifications (If Applicable)

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Library's interpretation. Generally, in the case of the drawings and specifications, the specifications supersede the drawings. In the case of the mechanical, electrical and plumbing drawings and specifications, the drawings supercede the specifications.

#### 3. Preparation of Bids

3.01 Each bidder will furnish the information required by the request. The bidder will sign the request and all other pages so designated with the legal signature of the bidder, or with the firm name and the full name and address of the signing member, or, if a corporation with the legal sealed signature of the corporation and with the full name of the signing officer. Names and addresses of the other officers of the corporation must be included with the bid. Erasures or other changes are not permitted. Each bidder will submit an original of the request and accompanying documentation.

#### **4. Explanation to Bidders.**

Any explanation desired by a bidder regarding the meaning or interpretation of the meaning or interpretation of the request must be requested in writing from the Purchasing Office, St. Louis Public Library, 1415 Olive St., St. Louis, Missouri, 63103. Requests will allow sufficient time for a reply to each bidder before the submission of their Bids. Oral explanation or instructions given before the award of the order will not be binding. Any information given to a prospective bidder concerning the request will be furnished to all prospective bidders as an amendment to the request, if such information is necessary to bidders in submitting Bids on the request or if the lack of such information would be prejudicial to uninformed bidders.

#### **5. Acknowledgement of Amendments to Requests.**

Receipt of an amendment to a request by a bidder must be acknowledged (a) by signing and returning the amendment, or (b) by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of Bids.

#### **6. Submission of Bids**

6.01 Bids and modifications thereof will be enclosed in sealed envelopes and addressed to the Purchasing Office, St. Louis Public Library, 1415 Olive Street, St. Louis, Missouri, 63103. The bidder will show the hour and date specified in the request for receipt, the request number, and the name and address of the bidder on the face of the envelope.

6.02 Telegraphic Bids will not be considered unless authorized by the request; however, Bids may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (However, see Section 7).

6.03 Samples of items, when requested, must be submitted within the time specified and, unless otherwise specified by the request, at no expense to the Library. If not consumed by testing, samples will be returned at the bidder's request and expense, unless otherwise specified by the request.

#### **7. Failure to submit Bid.**

If no bid is to be submitted, do not return the request unless otherwise specified.

#### **8. Modification of Withdrawal of Bids**

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of Bids, provided, the Library is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the hour and date specified for the receipt of the Bids. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Library until the sealed bid is opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the request, but only if the withdrawal is made prior to the exact hour and date set for receipt for Bids. Telephonic requests to withdraw a bid will not be considered.

#### **9. Late Bids and Modifications.**

It is the responsibility of the bidder to deliver his/her bid or bid modification on or before the hour and date specified for the receipt of Bids. Bids received late will be rejected and returned unopened to the bidder.

**10. Bids are Public Information.**

The 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.

**11. Insurance.**

Within five (5) business days after award notification is issued the bidder will execute the formal contract with and in the City of St. Louis, which must be satisfactory to the Finance Director and Executive Director, St. Louis Public Library, as representatives of the Board of Directors of the Public Library of the City of St. Louis.

**12. Designation of Parties.**

12.01 The Board of Directors of the Public Library of the City of St. Louis, St. Louis, Missouri, incorporated under the laws of the State of Missouri, are the owners of the site and the building to be repaired or otherwise services and are hereafter referred to in the specifications as the "owner".

12.02 The Finance Director or Executive Director are authorized by the owner to execute any purchase orders or contracts and any amendments thereto.

12.03 The Manager of Maintenance, or his authorized representative, supervises the preparation of materials and construction of the work for the owner. The Manager of Maintenance either personally or by representative, will have full authority to define the meaning of drawings or the specifications; to examine, inspect and approve or reject materials, methods of procedure and workmanship furnished or used under the contract; determine whether or not materials or workmanship are of the character required by the intent and meaning of the drawing and specifications, and in case progress made is unsatisfactory to the Manager of Maintenance, he may direct the product, management and progress of the work in process in any and all parts of the same and his instructions above will be followed by the contractor. Any orders given the contractor involving additional work or additional compensation will be by written amendment to the contract.

12.04 The contractor engaged to perform the work of repair or other service on the building, whether such contract is executed by an individual, a firm, or a corporation, will be referred to as the "contractor".

**13. Contracts.**

All contracts and changes thereto for labor and materials will be in writing and will be signed by the owner. A contract copy of the specifications will also be initialed by both parties to the contract for identification.

**14. Access to Building and Works.**

The Manager of Maintenance or other representative of the owner will at all times have free access to the building, and the work in process, for the purpose of inspection, including the taking of samples of materials for testing, and the contractor must provide safe and convenient access to the various portions of the work, as may be required by the Manager of Maintenance. The contractor will unpack, uncover, or move such materials as required for inspection. CONTACT: MANAGER OF MAINTENANCE TO SCHEDULE SITE VISIT, AT (314) 241-8826.

**15. Permits.**

The contractor will obtain all permits, licenses, and inspections of every kind and description that may be required and will pay any expense connected therewith. The contractor is to comply with, in all respects, laws, ordinances, rules, and regulations of any governmental entity.

**16. Expedition and Prevailing Wage.**

As provided for by the Missouri Prevailing Wage Law (see Attachment), the prevailing hourly rate of wages specified will be paid to all workers performing work under the contract. The contractor will forfeit as a penalty to the St. Louis Public Library ten (10) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under the contract, by him or by any subcontractor under him.

**17. Contractor's Control and Responsibility.**

The owner will recognize only the contractor, and the contractor is responsible to the owner for any subcontractor, parties furnishings materials; or workmen engaged in connection with the work embraced under this contract in the transaction of any business connected with the contract.

No portion of the work is to be sub-let or assigned except with the written approval of the owner, which will be given only after the Manager of Maintenance will have ascertained by investigation that the party to whom it is proposed to award such sub-contract work has ample facilities and experience in such particular class of work, and has promptly and successfully executed other work of similar character and importance. To expedite such approval the contractor will submit a complete list of all such subcontractors to the Manager of Maintenance prior to commencement of this work. Such approval will in no way relieve the contractor from full responsibility for the proper execution of this work. The contractor, either in person or by duly authorized representative, will be present on the site of the work throughout the progress of the work.

**18. Drawings and Details.**

Drawings, if applicable, will be made available for the contractor's use. In some cases, only original prints are available and must be used in the office of the Manager of Maintenance. All drawings and specifications used by the contractor are the property of the owner and must be returned to the Director of Facilities at the time work is completed.

**19. Extras.**

No additional compensation will be due to the contractor for the performance of any work or furnishing or any material thereof, except in accordance with written agreement or by written order of the owner.

**20. Materials and Workmanship.**

All materials are to be new and of the best quality of their several kinds, except where otherwise specified, and in all cases will be fully equal to the approved samples where samples are required. All labor is to be performed in a first class, substantial, neat and workmanlike manner by mechanics and other laborers and their work must be satisfactory to the Manager of Maintenance. Any person considered by the Manager of Facilities as unskilled or otherwise objectionable is to be dismissed upon notice by the Manager of Facilities.



**21. Tools and Appliances.**

The contractor is to provide all manner of machinery and tools of every description required for the proper execution of the work, and will maintain all in good working order, be solely responsible for the safety, use, maintenance and care of same and will remove all at completion of the work. The contractor will park all vehicles off-site, unless an exception is granted by the Manager of Maintenance. At the main library, temporary parking is permitted in the basement only for the loading and unloading of machinery, tools, and materials.

**22. Protection of Work and Material.**

The contractor will be responsible for the proper care and protection of all portions of all materials delivered, work performed by him until the completion and final acceptance of the work, and other property including building at or adjacent to the site. Any and all portions of the work and other portions of the site liable to damage by reason of building operations conducted under this contract, must be securely protected by temporary but substantial boarding or covering, that must remain in position until not further required, at which time such protective devices are to be removed from the premises and the work to be left clean and in good condition. If during the process of the work any portion thereof will be liable to damage from inclement or freezing weather, such effective protective measures as may be deemed necessary by the Manager of Maintenance must be provided by the contractor at no additional cost.

**23. Removal of Rubbish.**

The contractor is to keep work areas free from all rubbish and debris resulting from or incidental to his work and, at the conclusion of the work, will leave all areas of the work in a neat and clean condition. Work on interior space will be broom cleaned daily before the end of the workday.

**24. Damage and Insurance.**

The contractor is to assume all liability, risk and be responsible for damage of every kind and description, to any persons or any property caused or alleged to have been caused by or incidental to the work under this contract, including work by any subcontractor, and must defend all suits or claims arising therefrom without expense or annoyance to the owner. The above will include liability insurance coverage, including worker's compensation, in at least \$1,000,000 combined single limit, carried by the contractor that is equally beneficial to the owner. The minimum amount of coverage required as set out above will not be construed to limit the liability of the contractor. The contractor will also save harmless the owner from payment of any and all claims or demands arising out of any infringement, alleged infringement, material, or process used by him in the execution of this contract.

**25. Guarantee.**

The contractor will be required to guarantee and maintain the suitability of all material and work furnished under this contract, and keep same in perfect condition for one year, unless otherwise specified, after the issuance of the final acceptance of the work. Defects of any kind appearing during the required period of guarantee must be made good by the contractor at his own expense, whenever called upon to do so by the owner. Such repairs are to be conducted under the supervision of the Manager of Facilities and to her entire satisfaction, it being required that all work be in perfect condition when such period will have elapsed.

**26. Assignability.**

All covenants and agreements contained in this contract will be extended to and be binding upon the successors and assigns of the contractor, but the contractor will not assign this contract or any payment thereunder without the written consent of the owner. The original copy of such assignment will be filed with the Finance Director.

**SCOPE OF WORK**

Contractor to supply all necessary labor, equipment, material and supplies for window washing services for the St. Louis Public Library's branch locations. All services shall be rendered on an "AS REQUESTED" basis.

Upon request by the Library representative, Contractor shall perform window-washing services at individual locations.

Contractor shall be responsible for cleaning all sides of all windows (e.g. storm windows) as described in Exhibit B, Pricing Page. All work will be approved by the Library representative upon completion.

All work shall be performed in a professional and safe manner.

**EXHIBIT B - PRICING PAGE 20-11519 Window Washing**

Window washing service for designated windows and miscellaneous items, each occurrence, at the following locations. If storm windows are present washing service will clean all windows inside and out. Service to be completed within 30 calendar days after cleaning request initiated by the Library.

**Total**

**Administrative Office, 1415 Olive St., St. Louis, MO 63103**

All exterior windows of the North and South Buildings, including the Atrium and Courtyard which separate the two buildings. All interior windows of the South Building, floors 1, 2, and 3. Do not include in your pricing any internal partitions, the Atrium and Courtyard interior windows, and the North building interior windows, floors 1, 2, and 3.

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Cost to clean glass doors and partitions in the South Building, floors 1, 2, and 3

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**Central Library, 1301 Olive St., St. Louis, MO 63103 1st floor**

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**Central Library, 1301 Olive St., St. Louis, MO 63103 2nd floor**

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**Baden Branch Library, 8448 Church Rd., St. Louis, MO 63147**  
Windows

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**Barr Branch Library, 1701 S. Jefferson, St. Louis, MO 63104**

All exterior doors and windows including those on the parking lot side of the building.

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**Buder Branch Library, 4401 Hampton Ave., St. Louis, MO 63109**

All exterior windows, including interior glass stairwell and interior glass blocks.

Clean all interior glass doors and partitions on all floors including entrance vestibule.

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**Cabanne Branch Library, 1106 Union Blvd., St. Louis, MO 63113**

Windows

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**Compton Film Library, 1624 Locust St., St. Louis, MO 63403**

Windows

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**Carpenter Branch Library, 3309 S. Grand Blvd., St. Louis, MO 63118**

Windows

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Clean all glass doors and partitions on all floors including entrance vestibule and Mezzanine.

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**EXHIBIT B - PRICING PAGE 20-11519 Window Washing**

**Carondelet Branch, 6800 Michigan Ave., St. Louis, MO 63111**

Windows

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**Charing Cross Branch Library, 356 N. Skinker Blvd., St. Louis, MO 63130**

Windows

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**Divoll Branch Library, 4234 N. Grand Blvd., St. Louis, MO 63107**

Windows

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**Julia Davis Branch Library, 4415 Natural Bridge, St. Louis, MO 63115**

Windows

Clean all interior glass doors and partitions on all floors including entrance vestibule

**Kingshighway Branch Library, 2260 S. Vandeventer, St. Louis, MO 63110**

Windows

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**St. Louis Marketplace Branch Library, 6548 Manchester Ave., St. Louis MO 63136**

Windows

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**Schlafly Branch Library, 225 N. Euclid, Ave., St. Louis, MO 63108**

Windows

Clean all glass doors and partitions on all floors including entrance vestibule

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**Walnut Park Branch Library, 5760 W. Florissant Ave., St. Louis, MO 63120**

Windows

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**Total Dollar Amount**

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Percent (%) Increase, First Year Renewal \_\_\_\_\_%

Percent (%) Increase, Second Year Renewal \_\_\_\_\_%

## EXHIBIT C

### 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 of 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 an 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 5<sup>th</sup> day of April, 2004.

BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC  
LIBRARY

  
\_\_\_\_\_  
Its President

[SEAL]

ATTEST:

  
\_\_\_\_\_  
Its Secretary



**EXHIBIT D                      E-VERIFY AFFIDAVIT**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT**  
**DBA ST LOUIS PUBLIC LIBRARY RFB 20-11519 WINDOW WASHING SERVICES**

**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 exist.

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 agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

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

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

Printed Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT E**

**BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT**  
**DBA ST LOUIS PUBLIC LIBRARY RFB 20-11519 WINDOW WASHING SERVICES**

**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 bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bid.

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

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

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

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

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

## CONTRACT NUMBER: 20-11519 SAMPLE

### CONTRACT

This agreement made this XX day of XX, 2019, between the St. Louis Public Library, hereinafter called the "Library", and XX, herein called the "Contractor".

The Project: **Window Washing Services**

General Description of Work: **Contractor to provide all necessary labor, equipment, material and supplies for window washing services at the Library's Administrative Office and its branch locations on an "As Requested basis".**

Library and Contractor agree as follows:

#### 1. Contract Documents

1.1 The contract documents for this contract consist of this Agreement, Exhibit A, "Scope of Work" and any other exhibits attached hereto, the Invitation to Bid and Instructions to bidders for Bid Project 20-11519, all drawings, specifications and addenda issued by Library prior to execution of this contract, the project schedule as may be amended from time to time, and any subsequent modifications or revisions to any of the above documents.

1.2 All of the above contract documents from this contract are fully incorporated herein.

#### 2. Scope of Work

2.1 The Library employs the Contractor, as an independent Contractor, to perform the part of the work on the project as set forth in Exhibit B, "Scope of Work".

2.2 The Contract Work Includes:

- (a) That shown on any of the Contract Documents.
- (b) All Things reasonably implied or customarily provided in the Contractor's line of work or necessary to complete such work for inspection and approval under the Contract Documents.
- (c) Contractor shall execute all work in the best and most workmanlike manner by qualified, careful, and efficient workers who shall be satisfactory to the Library.

## CONTRACT NUMBER: 20-11519 SAMPLE

### 3. Changes

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

### 4. Termination for Cause

If the Contractor shall fail, or refuse for any cause, to complete the work to be done under this agreement, or any portion thereof, within a period of time deemed reasonable by the Library, or should the Contractor violate any of the conditions of this contract, the Library shall have the right to annul or cancel the agreement. Notice of such cancellation and the date thereof shall be given in writing to the Contractor and the agreement shall be terminated at such date. Reasonable allowances shall be made by the Library for expenses incurred and services performed by the Contractor prior to the termination date.

### 5. Termination for Convenience

The performance of work under this contract may be terminated at any time, in whole or in part, by the Library. Any such termination shall be executed by a written notice in advance of the termination date, specifying the extent of work under the contract to be terminated and the effective date of the termination. Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the cancelled portion of the contract.

### 6. Contract Extensions

The contract shall not bind the St Louis Public Library for any contractual commitment in excess of the original contract period. The contract period is 6/1/18 through 5/31/19. The Library shall have the right, at its sole option, to renew the contract for two (2) one-year periods, or a portion thereof. In the event that the Library exercises its sole options, all terms, conditions, and provisions of the original contract shall apply during the extension period. If these options are exercised, the Contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentages of increases as stated on the pricing page of the contract. If the pricing page does not include such percentages or if the applicable spaces are left blank, prices during the renewal periods shall be the same as during the original contract.

## EXHIBIT F

### CONTRACT NUMBER: 20-11519 SAMPLE

#### 7. Contract Sum and Payments

7.1 In consideration of the complete and timely performance of all contract work, the Library shall pay the Contractor as designated in the Exhibit B: "Pricing Page", subject to additions, deductions and conditions as stated herein. The Library's payment terms are net thirty days.

7.2 Contractor will provide an affidavit to Library showing that its labor, materials and other bills have been paid, (i.e. lien waivers), in a form satisfactory to the Library. If it appears that labor, material or other bills incurred in the performance of the contract work are not being paid, the Library may withhold payment in whole or in part to pay such bills.

7.3 In the event of any breach by Contractor of this agreement, or in the event of the assertion by others of any claim or lien against the Library or Library's surety (if any), which claim or lien arises out of Contractor's performance, the Library may, but is not required to, retain out of any payments due to Contractor an amount sufficient to protect the Library from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Contractor to the satisfaction of the Library.

#### 8 Invoicing

itemized invoices detailing services performed, location, with "Total Billing Price" listed, must be submitted to:

Attn: Department of Finance: Accounts Payable  
St. Louis Public Library  
1415 Olive St.  
St. Louis, MO 63103.

#### 9 Bond

If required by the Library, the Contractor shall furnish Library, in a form satisfactory to the Library, a full and duly executed performance bond, unwritten by a surety or sureties satisfactory to the Library, in the full amount of this contract. The Contractor's failure to deliver a satisfactory performance bond within ten (10) calendar days after demand may be deemed a material breach of this contract.

#### 10 Indemnity

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless, the Library and all of their agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance, or failure in performance, of Contractor's work and obligations as provided in the Contract Documents, including any extra work, and from any claim, loss or expense which (1) is attributable to bodily injury, sickness, disease, death, injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder.

**Contract Number: 20-11519 SAMPLE**

11. Other Provisions

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

12. Exhibits

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

- Exhibit (A) - Scope of Work**
- Exhibit (B) - Pricing Page**
- Exhibit (C) - Diversity Statement**
- Exhibit (D) - E-VERIFY**
- Exhibit (E) - NON-COLLUSION**

In witness whereof, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:

ST. LOUIS PUBLIC LIBRARY

\_\_\_\_\_

By \_\_\_\_\_

(Chief Financial Officer)

ATTEST:

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

(Title)