REQUEST FOR BIDS

DED NO	20,0222	CENT PURC TO
RFB NO:	20-03239	SEND BIDS TO:
DATE ISSUED: PRE-BID CONFERENCE:	July 6, 2020 10:00 a.m., July 9, 2020	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 Administrative Bldg St. Louis Public
		Library, 2nd Floor Training Room 1415 Olive Street St. Louis, MO 63103
BID DUE DATE:	July 20, 2020 by 4:00 p.m.	
PURCHASING AGENT:	Don Gillum	EMAIL ADDRESS: dgillum@slpl.org
This Bid is subject to all the to representations, as well as acc	erms and conditions of this Requ	nest for Bids and any Bidder signature of the Bidder indicates that
Name, Address, and Contact l	information of Authorized Repre	esentative 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

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.

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 so 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 RFB 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.

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

Questions about the RFB should be made in writing and directed to Don Gillum, Purchasing Manager, at dgillum@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 RFB should only be directed in writing to Mr. Gillum, dgillum@slpl.org. <u>Bid inquiries must be submitted in writing for the St. Louis Public Library review no later than Monday, July 13, 2020, by 4:00 p.m., to allow for the St. Louis Public Library's reply prior to Bid submissions.</u>

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. Email and facsimilebids will not be accepted.

It is the responsibility of the Bidder to deliver the Bid and/or RFB 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 4:00 p.m. bid opening at that location on 7/20/20. The Bid RFB number shall show on the face of the envelope:

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL
LIBRARY DISTRICT DBA
ST. LOUIS PUBLIC LIBRARY RFB 20-03239 WINDOW WASHING SERVICES

BIDS DUE 7/20/20 by 4:00 p.m.

*EMAIL AND FACSIMILE BIDS WILL NOT BE ACCEPTED

*PLEASE DO NOT PUT ON THE ENVELOPE

LIST OF EXHIBITS FOR

RFB 20-003239 WINDOW WASHING SERVICES

Exhibit A - Scope of Work

Exhibit B - Pricing Page

Exhibit C - Acknowledgement Form

Exhibit D - E-Verify Affidavit

Exhibit E - Non-Collusion Affidavit

Exhibit F - Bid Schedule

Exhibit G - Diversity Statement

Exhibit H - Contract Sample

Exhibit A Scope of Work

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 St. Louis Public Library Manager of Building Services, Contractor shall perform window-washing services at designated 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 St. Louis Public Library Manager of Building Services upon completion.

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

Exhibit B
Pricing Page

EXHIBIT B - PRICING PAGE 20-03239 Window Washing

DESCRIPTION

TOTAL

Page 1 of 2

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 Window washing service for designated windows and miscellaneous items, each cleaning request initiated by the Library.

All exterior and interior windows in the South Building 3rd Floor Exterior Windows: Do not clean by using pole, come down from roof and clean Cost to clean glass doors and partitions in the South Building, floors 1, 2, and 3 Administrative Office, 1415 Olive St., St. Louis, MO 63103

Baden Branch Library, 8448 Church Rd., St. Louis, MO 63147 Compton Film Library, 1624 Locust, St. Louis, MO 63103 Windows

Windows

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.

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.

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

Windows

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

Windows

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

Mezzanine.

Windows

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

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

Windows

EXHIBIT B - PRICING PAGE 20-03239 Window Washing	Page 2 of 2
Divoll Branch Library, 4234 N. Grand Blvd., St. Louis, MO 63107 Windows	
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	
Saint Louis Matrket Place Branch Library, 6548 Manchester Ave., St. Louis, MO 63139 Windows	
Schlafly Branch Library, 225 N. Euclid, Ave., St. Louis, MO 63108 Windows	
Clean all glass doors and partitions on all floors including entrance vestibule	
Walnut Park Branch Library, 5760 W. Florissant Ave., St. Louis, MO 63120 Windows	
Central Library, 1301 Olive St., Sr. Louis, MO 63103 1) Inside and outside of Olive Street entrance lobby windows and doors, including all sides of vestibule glass. Half moon windows in the lobby of the Olive Street Entrance with metal designs may be cleaned by power washing. Show pricing by cleaning method you will use. Other: Includes all accessible interior windows by ladder	
2) Outside Courtyard Windows (stained glass windows not included) Use Lift Option and Ladder	
Other: Includes all accessible windows by ladder Inside Courtyard Windows (stained glass windows not included) Other: Will use ladders and poles to access windows	
Total Dollar Amount	
Percent (%) Increase, First Year Renewal% Percent (%) Increase, Second Year Renewal%	

Exhibit C Acknowledgement Form

ACKNOWLEDGEMENT FORM

TO: Attn: Don Gillum, 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

Bidder:				
Address:		M. A		
City/State/Zip:				
Bidder Agent(if applicat	ole):			
Email Address:				
BIDDER ACKNOWLI				
6, 2020 and intend to	wledges that I have received participate in the RFB. equirements and conditions 3.	Pursuant to notices	given, the undersig	ned with complet
Bidder:				
By (Written Signature):				
Title:	•			

Exhibit D
E-Verify
Affidavit

E-VERIFY AFFIDAVIT

Pursuant to Section 285.530 of the Missouri Revised Statutes, as amended, the Bidder 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 Bidder 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 Bidder, being first duly sworn, deposes and states that the Bidder 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 Bidder will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Bidder:		
By (Written Signature):		
D 1 + 137		
Printed Name:	 ######################################	
Title:		

Exhibit E Non-Collusion Affidavit

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.

Bidder:	William	
By (Written Signature):		
Printed Name:		
Title:		

Exhibit F Bid Schedule

REQUEST FOR BID(S) SCHEDULE

RFB Issued	07/06/20
Public Notification of RFB	07/06/20
Pre Bid Conference	07/9/20 10:00 a.m.
Questions from Bidders due to St. Louis Public Library	07/13/20 4:00 p.m.
RFB Due	07/20/20 4:00 p.m.

Exhibit G Diversity Statement



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. <u>Findings</u>. 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. <u>Diversity Statement</u>. 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 contact with or become employees of the Library; (iii) assist persons from diverse backgrounds to contact 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. <u>Annual Review</u>. 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. <u>Severability</u>. 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. <u>Effective Date</u>. 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

Exhibit H Sample Contract

SAMPLE

CONTRACT NUMBER: 20-03239

CONTRACT

This agreement made this XX day of XX, 2020, between the Board of Directors of the City of St. Louis Municipal Library District, hereinafter called the "St. Louis Public 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 St. Louis Public Library's Administrative Office and its branch locations on an "As Requested basis".

St. Louis Public 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 20-03239, all drawings, specifications and addenda issued by St. Louis Public 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 St. Louis Public Library employs the Contractor, as an independent Contractor, to perform the part of the work on the project as set forth in Exhibit A, "Scope of Work".
 - 2.2 The Contract Work Includes:
 - (a) That shown on any of the Contract Documents.
- (b) 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.

CONTRACT NUMBER: 20-03239

(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 St. Louis Public St. Louis Public Library.

3. Changes

Contractor agrees that the St. Louis Public 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. <u>Termination for Cause</u>

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 St. Louis Public Library, or should the Contractor violate any of the conditions of this contract, the St. Louis Public 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 St. Louis Public Library for expenses incurred and services performed by the Contractor prior to the termination date.

5. <u>Termination for Convenience</u>

The performance of work under this contract may be terminated at any time, in whole or in part, by the St. Louis Public 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. <u>Contract Extensions</u>

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 4/1/20 through 3/31/21. The St. Louis Public 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 St. Louis Public 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.

CONTRACT NUMBER: 20-03239

7. Contract Sum and Payments

- 7.1 In consideration of the complete and timely performance of all contract work, the St. Louis Public Library shall pay the Contractor as designated in Exhibit B: "Pricing Page", subject to additions, deductions and conditions as stated herein. The St. Louis Public Library's payment terms are net thirty days.
- 7.2 Contractor will provide an affidavit to St. Louis Public Library showing that its labor, materials and other bills have been paid, (i.e. lien waivers), in a form satisfactory to the St. Louis Public Library. If it appears that labor, material or other bills incurred in the performance of the contract work are not being paid, the St. Louis Public 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 St. Louis Public Library or St. Louis Public 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 St. Louis Public 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 St. Louis Public Library.

8. <u>Invoicing</u>

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 63103-2389.

9. Bond

If required by the St. Louis Public Library, the Contractor shall furnish St. Louis Public Library, in a form satisfactory to the St. Louis Public Library, a full and duly executed performance bond, unwritten by a surety or sureties satisfactory to the St. Louis Public 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.

Contract Number: 20-03239

10. <u>Indemnity</u>

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless, the St. Louis Public 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.

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 St. Louis Public Library.

12. Exhibits

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

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

ATTEST:	ST. LOUIS PUBLIC LIBRARY	
	Ву	
	(Chief Financial Officer)	
ATTEST:	CONTRACTOR:	
	Ву	
	(Title)	