

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**



REQUEST FOR QUOTATION NOTICE

The City of Shrewsbury, Missouri, is soliciting quotations for work as defined below.

REQUEST FOR PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING

The scope of the work will consist of, but is not limited to purchase of **INTERIOR AND EXTERIOR PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING** located at 4400 Shrewsbury Avenue, Shrewsbury, MO 63119.

Faxed or emailed quotes will not be accepted.

Printed quotes will be submitted by US Mail or in person and will be received until **4:00 p.m. CST on Thursday, June 28, 2018**. All bids must be in sealed envelopes marked "PAINTING BID". Potential bidders without Internet access may request the Request for Quotation and alternate accommodations for submitting their quote by contacting Shrewsbury Police Department Secretary Carmen Marshall-Pruitt at cpruitt@cityofshrewsbury.com or (314) 647-5656 x 110.

The City of Shrewsbury reserves the right to waive informalities in quotes and to reject any and all quotes submitted.

City of Shrewsbury
4400 Shrewsbury Avenue
Shrewsbury, Missouri 63119

Copy of bid at cityofshrewsbury.com/bid-opportunities.htm

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

SPECIFICATIONS

2018 Painting of Shrewsbury Public Safety Building

Located at:

4400 Shrewsbury Avenue Shrewsbury, MO 63119

SCOPE OF WORK

City of Shrewsbury is soliciting quotations for exterior and interior painting of the Shrewsbury Public Safety Building. The interior of the structure will be painted with the exception of the lowest level (fire department). The structure is presumed to have lead-based paint and is considered a lead based paint hazard. Stabilization of the lead based paint will be a part of this request for quotation.

Before submission of a bid, all potential bidders must conduct a site visit to the location. Please contact Shrewsbury Police Department Secretary Carmen Marshall-Pruitt at cpruitt@cityofshrewsbury.com or call (314) 647-5656 x 110 to schedule visit Monday through Friday between the hours of 08:30AM to 4:30PM CST.

PROJECT/WORK IDENTIFICATION

Shrewsbury Public Safety Building

City of Shrewsbury is soliciting quotations for exterior and interior painting of Shrewsbury Public Safety Building. The structure is presumed to have lead-based paint and is considered a lead based paint hazard. Stabilization of the lead based paint will be a part of this request for quotation.

The following areas on the exterior of the structure will be scraped of all peeling paint, sanded, caulked, lead blocked, primed as needed and giving two finish coats of 100% acrylic latex enamel: wood trim, all overhangs, all entrance overhangs (court, police and fire), all gable vents, trim around garage doors (police and fire departments), dormers, all roof overhangs, all fascia boards, all gables, all cupola, all doors, all door sidelights, all transoms, all door trims, all door jambs and all crown ends.

The interior of the structure, excluding the lowest level, will be prepped as needed by patching holes, filling cracks, primed as needed, lead blocked and giving one finish coat interior latex paint with 'eggshell' finish. All trims will be painted using a 100% acrylic latex paint with a 'semi-gloss' finish. Any room with a suspended ceiling system will not be painted. All woodwork including door jambs, baseboards, window casings, chair rail, crown moldings and any painted door including entrances will be sanded, caulked, primed as needed, lead blocked and puttied as needed and give one coat interior oil base enamel.

The Contractor will be responsible for moving all furniture or objects needed in order to complete job. The Contractor will be responsible for moving all furniture or objects back to its place.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

All exterior windows flashings will need to be inspected for failure and replaced as needed. The Contractor will replace all caulk and seal all gaps with high quality, paintable caulk and if necessary, backer rod. In the event of inclement weather, this can be applied to wet wood.

Prior to the start of painting, the wood trim, all overhangs, all entrance overhangs (court, police and fire), all gable vents, trim around garage doors (police and fire departments), dormers, all roof overhangs, all fascia boards, all gables, all cupola, all doors, door sidelights, transoms, door trims, door jambs and crown ends and any painted surfaces on the sides of the structure will be power sprayed to remove dust and dirt.

Painting Procedures and Material Specifications

Prior to the start of the project the Contractor will submit product specifications and other pertinent manufacturer's literature to the City of Shrewsbury for review, comment and approval. Contractor will match existing color on interior walls.

The Contractor will note that if the product specified demonstrates any adhesion issues, the Contractor will be required to perform an Adhesion Test.

Peeling paint will be removed by one of the following methods - sanding, scraping, power washing, wire brushing, or using a heat gun. The use of a torch is not recommended due to the fire hazards involved. Using any of these methods will require the contractor to take measures to contain the release of presumed lead based paint currently on the structure.

SUMMARY OF WORK

Remove paint to the next sound layer using the gentlest possible means method.

The structure is to be occupied and totally available for the Shrewsbury Police and Fire Department use during all phases of the work.

The painting must only be completed during weekdays 7AM to 5PM.

Prior to the start of painting, the wood trim, all overhangs, all entrance overhangs (court, police and fire), all gable vents, trim around garage doors (police and fire departments), dormers, all roof overhangs, all fascia boards, all gables, all cupola, all doors, door sidelights, transoms, door trims, door jambs and crown ends and any painted surfaces on the sides of the structure will be power sprayed to remove dust and dirt.

Proper pressure washing techniques will be employed. The Contractor will be responsible for any damage to the structures resulting from pressure washing.

The Contractor will replace all caulk and seal all gaps with high quality, paintable caulk and if necessary, backer rod. In the event of inclement weather, this can be applied to wet wood.

After the structure has dried for a minimum of 24 hours, a high grade stabilizing primer/sealer/lead block primer (Peel Stop) will be applied and allowed to dry thoroughly.

REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING

Peel Stop/ lead block or approved equal stabilizing primer/sealer should only be applied when the temperature outside is between 50 and 90 degrees. Use a paintbrush and roll or spray to apply the product. All cracks must be penetrated with the product to prevent future peeling. Once the first coat dries, apply a second coat.

The Contractor will insure that the air temperature and the weather forecast are compatible with the weather guidelines on the label of the selected products. The Contractor will note and follow the manufactures recommendations on allowable maximum and minimum temperatures as well as humidity and wind conditions.

Once the stabilizing primer/sealer/ lead block primer has dried, then an outer coat of paint will be applied to the structure.

Two coats of a top quality acrylic latex paint will be used as a finish coat. The paint will be formulated so as to allow water vapor to escape without harming the coating.

Finish Coat Materials shall be non-toxic, waterborne, liquids which cure to form a flexible tightly adherent, "Breathing" film which has excellent exterior durability and resistance to impact and abrasion.

Finish coat shall have a minimum dry film thickness of 4-5 mils and a dry time of less than 12 hours. The Contractor will match a high quality color to match these existing colors for the finish coat.

If for any reason the finish coat of paint is not completed within 5 days of the completion of the priming, the Contractor will be required to scrub and rinse the structures before applying the top coat.

Painting over a dirty, wet, glossy surface or a surface demonstrating marginal adhesion will be unacceptable and will become the Contractors responsibility to chemically strip any material placed over such conditions.

DELIVERY

Deliver all material to site in manufacturer's original containers with labels intact and seals unbroken. Delivery times and locations must be acceptable to the City of Shrewsbury. Materials will be stored in a locked well-ventilated space as directed. Keep storage clean and neat. Remove "paint" rags and dispose of daily. Take all precautions to avoid fires.

The Contractor will follow all manufacturers' recommendations

If necessary, as determined by City of Shrewsbury, the Contractor will perform "Adhesion Testing Procedure and Evaluation" so as to avoid future delamination of the proposed coatings. Prior to Adhesion Testing, the Contractor and the City of Shrewsbury need to agree on the testing areas.

Adhesion Testing Procedure involves preparing and applying all of the specified coats to selected areas of the structure to be tested. The same preparation and application equipment used for the actual job should be employed during the testing phase.

REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING

After proper cure, the adhesion can be assessed by performing an adhesion by tape test as described in ASTM standard test method D3359. In general, cuts are made through the coating in an X or grid pattern. A pressure sensitive tape is applied over the cut and then rapidly removed. The amount of coating removed with the tape is an indication of the adhesion.

Additional probing with a knife blade or other sharp instrument will also be used to determine the adhesion of the proposed products.

Acceptable products and procedures will be determined by the results of the Adhesion Testing.

GENERAL CONDITIONS:

All work shall be in accordance with the request for quote documents contained here-in.

The work required under this Contract shall be completed in thirty (30) consecutive calendar days.

Asbestos: It is not expected that asbestos will be encountered in the work. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the City of Shrewsbury.

The Contractor will give a minimum of 24 hours' notice before disruption of any utility service to the Shrewsbury Public Safety Building.

Existing facility and site will continue to be in use during the entire course of the work.

Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

There may be concurrent work by City of Shrewsbury or others.

All safety precautions recommended by the manufacturer or regulators will be followed.

Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City of Shrewsbury. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

Conduct any demolition operations and remove debris to ensure minimum interference with other adjacent occupied and used facilities and approved by the City of Shrewsbury.

Properly protect all masonry, painted and finished surfaces subject to damage or defacement due to other work on the building. Contractor will be responsible for his operations, or by his failure to provide and maintain proper protection from damage.

Protect existing site improvements and landscaping.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

The Contractor will be responsible for all safety fencing necessary to secure the construction area from the general public.

Prior to the removal or disturbance of any trees by the Contractor, approval from the City of Shrewsbury will be required.

This project requires compliance Missouri Prevailing Wage Law for Public Works.

The Contractor will provide a two (2) year warranty against defects in materials and installation.

The Contractor shall submit to City of Shrewsbury a Construction Schedule prior to the start of the project which is approved by the City of Shrewsbury.

The City of Shrewsbury will be responsible for the following:

Provide an area for the storage of the Contractor's equipment and a dumpster for the project's duration. The cost of the dumpster is the responsibility of the Contractor.

The contractor should take special notice to the fact that the Shrewsbury Public Safety Building has presumed Lead Containing Material (LCM) on the exterior surfaces of the structure as it was built prior to 1978. The Contractor will take every effort so as to minimize the release of lead into the soil.

Disposal

The contractor will provide all appropriate documentation for the proper offsite disposal of all materials resulting from any abatement activities as per the City of Shrewsbury, St. Louis County Department of Health and any other regulatory agency or public utility.

No burning of the removed materials will be allowed.

Training

At a minimum this includes:

Use workers that can provide evidence of having the required training to comply with OSHA training requirements. Having at least one on-site representative trained as a Contractor/Supervisor to comply with the OSHA regulations.

LIFTS, SCAFFOLDING AND PROTECTION

Provide and maintain all lifts, scaffolding, staging, ladders, planks and drop cloths required for proper execution of the work. All lifts, scaffolding and protection will be removed when no longer needed. If necessary, temporarily remove or relocate such items to avoid interference with City of Shrewsbury operations and events.

Minor changes in work:

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

Minor changes in the work: City of Shrewsbury representative will issue supplemental instructions authorizing Minor Changes in Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

Warranties:

Upon Completion of the project, the Contractor will provide the City of Shrewsbury a Warranty for both material and labor using current industry standards.

The Contractor will be responsible for periodic touch-ups for two years after the completion of the project.

ADDITIONAL INFORMATION

COMMUNICATIONS

Following the issuance of this Request for Quotation, bidders and any bidding subcontractors shall communicate only with the City of Shrewsbury Police Secretary Carmen Marshall-Pruitt at CPruitt@cityofshrewsbury.com or 314-647-5656 x 110, as prescribed in these instructions. During this period, any communications regarding this Request for Quotation with other employees of the City of Shrewsbury shall result in disqualification of the involved Bidders and proposed subcontractors.

PROCUREMENT QUESTION AND COMMENTS

Bidders may contact Shrewsbury Police Secretary Carmen Marshall-Pruitt at CPruitt@cityofshrewsbury.com or 314-647-5656 x 110 with questions and comments. The deadline for submitting questions and comments is **JUNE 28, 2018 at 4 p.m. CST.**

III.

LIST OF SUBMITTALS

All required submittals must be provided in original documents mailed to the City of Shrewsbury.

E-Verify
OSHA Requirement
Insurance (Awarded Vendor Only)

PREVAILING WAGE

The successful bidder is required to comply with the most recent Annual Wage/Prevailing Wage.

SITE VISIT

All potential bidders must view the site before submitting a bid. Any bids submitted by vendors

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

without viewing the site may be considered unresponsive.

INSURANCE REQUIREMENT

The successful bidder is required to provide insurance coverage per the attached requirements.

ACCEPTANCE:

The City of Shrewsbury reserves the right to reject all bids and to cancel this bid if it is deemed to be in the public's best interest to do so. The bidder offers and agrees that if this bid is accepted within 90 calendar days from the date of the bid opening, the bidder will furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) and within the time specified in the Request for Quote.

AWARD:

Award will be made to the overall low responsible bidder. Public opening of the bid envelopes will be **Thursday, June 28, 2018 at 4 p.m.** in the Courtroom of the Public Safety Building located at 4400 Shrewsbury Ave., Shrewsbury, MO. 63119.

INVOICE FORMAT

Invoices shall be submitted in an original and one (1) copy to the City of Shrewsbury office designated in the purchase order or contract to receive invoice. Invoices must be on vendor letterhead or a vendor's formal invoice and include:

"Bill to" name and address at City of Shrewsbury

"Ship to" name and address

Invoice date

Invoice number

Dates of service or date of delivery

Quantity billed

Per unit cost or other unit of measure (UOM)

Contract reference number, if applicable

Purchase Order number, if applicable

For service invoices, a description of services, including who performed the service, time period of service, and hourly rate, if applicable. Attach service logs when appropriate.

All shipping/receiving documents must be included with the invoice submittal. Failure to submit the proper information will be reason for non-payment and said invoice will be returned to correct.

PURCHASING AND INSURANCE REQUIREMENT:

4.

Insurance and indemnification. In addition to the other requirements required by the Code, Section 135.120 subsections (4) and (6), Board of Aldermen, other ordinances or State law, all bid documents shall include an insurance clause as follows:

a.

REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING

All bidders shall obtain and maintain in force Worker's Insurance as prescribed by the Statutes of Missouri for all employees of the bidder and for all employees of all subcontractors for the term of the contract. It is further agreed that the successful contractor shall furnish the City with a verified copy of a certificate of insurance or a copy of the policy or policies of such worker's compensation coverage and the minimum insurance coverages set forth below in Subparagraph (4) (b) of this Subsection (A), which shall be filed in the office of the City Clerk. The insurance shall be carried by a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri and subject to approval of the Mayor and the City Attorney and a certificate of proof of good standing from the Department of Insurance together with proof of good standing from the Missouri Secretary of State's office shall be furnished to the City. Said insurance firm or corporation shall be rated by A.M. Best or Standard & Poor's as having not less than an "A" rating. The certificate of insurance or policy or policies shall further indicate that the said policy or policies will not be altered, amended or terminated without thirty (30) days' written notice having been given to the City of Shrewsbury. The Board of Aldermen reserves the right to increase or decrease the minimum coverage amounts on a per project basis.

b.

Minimum coverage amounts.

(1)

General liability.

(a)

General aggregate: \$2,000,000.00.

(b)

Product, completed operations aggregate: \$2,000,000.00.

(c)

Personal injury: \$1,000,000.00.

(d)

Each occurrence: \$1,000,000.00.

(e)

Fire legal liability damage: \$100,000.00.

(f)

Medical expense: \$10,000.00.

(2)

Automobile combined single limit: \$1,000,000.00.

(3)

Excess liability.

(a)

Each occurrence: \$1,000,000.00.

(b)

Aggregate: \$2,000,000.00.

(4)

Employer's liability.

(a)

Each accident: \$100,000.00.

(b)

Disease, policy limit: \$500,000.00.

(c)

Disease, each employee: \$100,000.00.

(5)

Other liability. Contractual liability limits as indicated in Subsection (A) Subparagraph (4)(b)(1)

REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING

above.

(6)

Special items. Per project endorsement.

c.

The contractor shall indemnify, defend and hold the City and its elected and appointed officers harmless from and against any and all damages, losses, liabilities, obligations, settlements, actions, suits, costs, disbursements or expenses of any kind whatsoever (including without limitation, reasonable attorneys' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the City and/or its elected and/or appointed officers as a result, directly or indirectly or in any manner, of the performance or failure of performance on the part of contractor and that a certificate of insurance so indicating, shall be furnished to the City. In addition, contractor shall indemnify, defend and hold the City and its elected and appointed officers harmless from and against any and all damages, losses, liability, obligations, settlements, actions, suits, costs, disbursements or expenses of any kind whatsoever (including without limitation reasonable attorneys' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the City and/or its elected and/or appointed officers arising directly or indirectly or in any manner under or on account of any local, State or Federal Statute, law, ordinance, regulation or judgment related to the existence, disposal or release of hazardous substances, materials or waste as defined by any local, State or Federal law or regulations.

7.

Bid surety required. When deemed necessary by the Board of Aldermen, a bid surety may be required of the bidders. The amount of the surety required will be determined by said Board. Bidders failing to post the required surety will not be considered eligible. Bids not complying with the delivery terms and conditions and the specifications will also not be considered eligible.

9.

Rejection of bids. The Board of Aldermen may reject any or all bids if it determines that acceptance of the bids would not be in the best interest of the City.

10.

Awarding of bid. The Board of Aldermen will make the award to the lowest and best bid. In determining the lowest and best bid, the Board shall consider other factors besides price. These factors shall include but not be limited to: The trade-in value of specific makes of equipment as opposed to another; the life expectancy of the items to be purchased; the maintenance costs of varying models of vehicles and equipment; the experience and reputation of the bidder and manufacturer and any previous business dealings which the bidder has had with the City; and the quality and adaptability of the supplies or contractual services which are bid to the particular use required.

11.

Accepted bid prices effective for ninety days. The Purchasing Agent may, for ninety (90) days following the bid date, purchase additional quantities of materials, supplies, or equipment for which he/she has previously established the lowest and best bid, by referring to the particular bid and confirming the existing price with the vendor.

f.

Formal contracts. When a formal contract has been entered into on behalf of the City, no purchase order need be issued; however, Contractors supplying services or who are involved in construction or repair of buildings, streets, sewers, sidewalks or other structures, shall present to the City Certificates of Insurance and Bonds. Said Certificates and/or Bonds shall be checked by the City Attorney for content and legality, and by the City Engineer for content and accuracy.

2.

Change order required. A change order is to be used to change, correct, or cancel any

REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING

order. Change orders will be prepared by the Purchasing Agent whenever a change in the original purchase order makes it necessary. Change orders are not to be used to purchase items which were not contemplated in the original bid inquiries. A purchase order form marked "Change Order to Purchase Order No. _____" constitutes a change order.

INSURANCE REQUIREMENTS

The successful bidder agrees to carry the following insurance coverage during the period of this contract and will provide City of Shrewsbury with current certificates of insurance on all required coverage prior to commencement of the work under contract.

Commercial General Liability (CGL): Successful bidder agrees to maintain for the duration of the contract commercial general liability, (CGL) and, if necessary, commercial general umbrella insurance (SEE PURCHASING AND INSURANCE REQUIREMENT LISTED ABOVE) per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location (project). CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products - completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). City of Shrewsbury shall be endorsed on the policy as additional insured.

Business Automobile Liability: Successful bidder shall agree to maintain for the duration of the contract a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Limits of not less than (SEE PURCHASING AND INSURANCE REQUIREMENT LISTED ABOVE) per occurrence for bodily injury and property damage claims that may arise as a result of operations under this contract. The City of Shrewsbury shall be named as additional insured under the policy.

Workers Compensation Insurance and Employer Liability: Successful bidder shall purchase and maintain Workers Compensation Insurance with statutory limits and Employer Liability Insurance for the duration of this contract.

Indemnification: To the fullest extent permitted by law, the successful bidder shall indemnify, defend and hold harmless the City of Shrewsbury, its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses and expense, including but not limited to attorney's fees arising out of or resulting from the performance of the bidder's work provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

resulting therefrom and only to the extent it is caused in whole or in part by any negligent act or omission of successful bidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any indemnified party.

TEN-HOUR CONSTRUCTION SAFETY PROGRAM/SECTION 292.675 RSMO

Safety Training Requirements:

Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at this project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMO.

Contractor must submit documentation within 60 days from when work on the project commences that all on-site employees, including subcontractors' employees, have successfully completed an approved construction safety program. Documentation showing that the on-site employee completed the training after his or her 60th day of working on the project will not be in compliance with Section 292.675, RSMO. Such employee must be removed from the project and the employer will be subject to penalties as described in Section 2 of this provision.

Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project and will be subject to penalties as described in Section 2 of this provision.

Contractor shall require all of its subcontractors to comply with the requirements of this Special Provision and Section 292.675, RSMO.

Penalties for Failure to Provide Safety Training:

Pursuant to Section 292.675, RSMO, Contractor shall forfeit to City of Shrewsbury as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in this special provision.

The penalty described in Section 2a shall not begin to accrue until the time periods described in Sections 1A and 1C above have elapsed.

REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING

Violations and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMO, has occurred and that a penalty shall be assessed, City of Shrewsbury shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

Please view the following web-site for more detailed information pertaining to the law: http://www.dolir.mo.gov/ls/fag/fag_constsafety.htm. You may also contact Leon Lawson at (573) 526-5757 with the Division of Labor Standards for specific questions pertaining to the law.

No direct payment will be made for compliance to any part of this special provision.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

**CITY OF SHREWSBURY
TERMS AND CONDITIONS-REQUESTS FOR QUOTATION AND INVITATIONS
FOR BID**

DEFINITIONS

The term "City" as used herein means City of Shrewsbury, Missouri. The term "Bidder" as used herein, means those mentioned as Supplier, Vendor, Contractor or Seller in the contract and includes their designated representatives.

AUTHORITY

The Shrewsbury Board of Aldermen has the authority to award contracts within the purview of the Shrewsbury Municipal Code.

COMMUNICATION

Following the issuance of this solicitation, bidders and any bidding subcontractors shall communicate only with the Shrewsbury Police Secretary Carmen Marshall-Pruitt at cpruitt@cityofshrewsbury.com or 314-647-5656 x 110. During the bid process, any other communications regarding the solicitation with members of the City of Shrewsbury employees shall result in disqualification of the involved Bidders and any proposed subcontractors.

SPECIFICATIONS

The City of Shrewsbury attempts to keep its specifications as simple as possible. The specific article, material, equipment or service mentioned in these specifications shall be understood as the type, function, minimum standard of design, efficiency and quality desired. The minimum standards must be met. Bidder must clearly state any special exceptions or additions to the specifications in their response.

INSPECTION OF SITE CONDITIONS

Bidders are advised to visit the site, investigate all conditions involved in the execution of the work, including but not limited to those bearing on transportation, disposal, handling and storage of material, availability of labor, water, electric power, roads and uncertainties of weather, river stages or similar physical conditions at the site; confirmation of ground conditions, the character of equipment and facilities needed prior to and during the execution of the work.

The Bidder further acknowledges that It has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, as well as from information provided in the bid documents, drawings and any Project Manual that will be made a part of the contract.

Failure by Bidder to acquaint itself with the available information shall not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

City of Shrewsbury assumes no responsibility for any conclusions or interpretations made by the Bidder on the basis of the information made available by the City of Shrewsbury.

This section shall not be interpreted to prevent equitable adjustments for extra work and unforeseen circumstances not within the contemplation of City of Shrewsbury and the successful Bidder at the time ensuing contract is executed.

SALES TAX

City of Shrewsbury's Tax Exempt Certification number is 12493571.

For public works projects, the City of Shrewsbury will furnish a sales tax exemption certificate, as described in 144.062 RSMO, to contractors for the City of Shrewsbury. If applicable, additional information regarding this exemption is contained within the specifications.

F.O.B. POINT

All bid prices must be delivered prices F.O.B. Destination, City of Shrewsbury, Missouri. Bid prices shall include shipping, handling and delivery charges.

SUBMITTAL OF BIDS

Bidders may also submit a request for an official hard copy of the bid solicitation from the Shrewsbury Police Department Secretary Carmen Marshall-Pruitt at cpruitt@cityofshrewsbury.com or call (314) 647-5656 x 110 prior to the bid opening date and time. Bidders are responsible for submitting all required documentation as stated within the bid documents. All hard copy bids must be received by the Shrewsbury Police Department Secretary Carmen Marshall-Pruitt or authorized designee before the bid opening date and time. Only bids mailed with an original signature may be considered acceptable. **Sealed bids must be in an envelope marked "PAINTING BID 18-1"**

The City of Shrewsbury is not responsible for late bids.

ADA ACCOMODATIONS FOR BID OPENING

If you would like to attend any scheduled Pre-Bid meetings or the Bid Opening and require an accommodation due to a disability, please contact the Shrewsbury Police Department Secretary Carmen Marshall-Pruitt at cpruitt@cityofshrewsbury.com, call (314) 647-5656 x 110 or Relay MO 711 or 1-800-735-2966.

ACCEPTANCE

The bidder offers and agrees that, if this bid is accepted within 90 calendar days from the date of the bid opening, the bidder shall furnish any or all of the items upon which prices and quoted, delivered at the designated point(s) and within the time specified in the Invitation for Bid, if any.

REJECTION OF BIDS

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

The City of Shrewsbury reserves the right to reject all bids and to cancel the bid solicitation if it is deemed to be in the public's best interest to do so.

MISTAKE IN BID

Apparent mistakes after public bid opening but prior to award: If there is a significant and obvious disparity between the unit prices or lump sum of the lowest apparent responsible bidder and other bidders, the apparent low bidder may be contacted by the City of Shrewsbury to validate the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid and no change to the price shall be made. If the bidder alleges a mistake in the bid and can provide clear and convincing evidence that supports the mistake in bid to the satisfaction of the City of Shrewsbury, the bid for that item(s) only may be withdrawn without penalty.

The bidder has two business days after the official bid tabulation is posted on the City of Shrewsbury's website to notify the Director of Procurement and designated Procurement Contract Administrator, in writing, of any alleged mistake in bid. Such communication must include clear and convincing evidence that supports the existence of the mistake to the satisfaction of the Director of Procurement. Only the Director of Procurement may waive irregularities or accept mistake in bid.

If the basis of award is "all or nothing" to the lowest responsible bidder, then the entire bid may be forfeited. If the basis of award is "line by line", the bidder's other line item prices may be considered. If the basis of award is "by groups" and the mistake is part of any group or line items, the entire group may not be considered for award.

The City of Shrewsbury's Director of Procurement reserves the right to waive any mistake, omission, error or other Irregularity in the bid. Any determination by the Director of Procurement will be in the best interest of the City of Shrewsbury.

AWARD

Award will be made in compliance with the specifications. City of Shrewsbury's notification of the electronic award does not constitute an award. The City of Shrewsbury will issue a Purchase Order/Contract to the successful Bidder.

E-VERIFY

Bidders who receive awards for services In excess of \$5,000.00 must comply with Section 285.530(2) RSMO. (See attachment for compliance).

CONTRACTOR REPRESENTATION

Contractor represents and warrants that the price or prices specified in this contract are the lowest price or prices for which he has sold like items or services to his most favored customer. In the event the stated prices are determined to be higher than the prices for which the items or services have been sold by Contractor to others, this contract price shall be reduced accordingly.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

EXTENSION OF CONTRACTS

The City of Shrewsbury reserves the right to extend existing contracts and to determine the start of a new contract in order to allow time for a fully executed contract.

DEFAULT TERMINATION

Performance- City of Shrewsbury may terminate the whole or any part of the contract with Bidder If

a) Bidder fails to perform any term or condition of the contract so as to endanger the timely performance of the contract. Upon the Director of Procurement's determination, City of Shrewsbury shall notify Bidder in writing of such determination and shall give Bidder ten (10) days to perform or correct the failing. Bidder shall be deemed to have defaulted if it fails to perform or correct the failing within the ten (10) day period. City of Shrewsbury may thereupon procure work and services similar to the work and services so terminated upon such terms and conditions and in such manner as it deems appropriate. In such an event, Bidder shall be liable and shall pay City of Shrewsbury, upon demand, all costs expended by City of Shrewsbury.

b) Bankruptcy or Insolvency - In the event of the institution of any bankruptcy proceedings by or against Bidder or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustees or a general assignment for the benefit of creditors of Bidder, City of Shrewsbury shall be entitled to terminate this contract without further cost or liability.

c) City of Shrewsbury may terminate the contract if City of Shrewsbury determines that Bidder, including any officer, member or representative of Bidder, has engaged in criminal activity of *any* kind that could result in a conviction of violation of state or federal law.

d) Convenience- The performance of work called for in this contract *may* be terminated in or from time to time in part, by the City of Shrewsbury for its convenience. In such case, City of Shrewsbury will pay costs which are determined to be reasonable, allocable and consistent in accordance with generally accepted accounting practice consistently applied with profit determined at 10% of incurred costs.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

City of Shrewsbury shall have no obligation to pay funds in any year after the initial term of this contract unless sufficient funds are budgeted and appropriated by Ordinance of the City of Shrewsbury Board of Aldermen. The City of Shrewsbury's fiscal year is the calendar year.

In the event the *City of Shrewsbury* Board of Aldermen fails to appropriate sufficient funds for any *year* after the initial term, the City of Shrewsbury may terminate this contract at no additional cost to the City of Shrewsbury by providing written notice to Contractor of such non-appropriation as soon as practicable. Provided, however, that failure to provide such notice shall not result in any obligation to pay funds after such non-appropriation.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

Funds are not available for performance under this contract beyond the Initial fiscal year. The City of Shrewsbury's obligation for performance of this contract beyond that date is contingent upon the availability of the appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City of Shrewsbury for *any* payment may arise for performance under this contract beyond the initial fiscal year until funds are made available for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Director of Procurement.

In the event the City of Shrewsbury Board of Aldermen fails to appropriate sufficient funds for any term after the initial term, the City of Shrewsbury may terminate this contract at no additional cost to the City of Shrewsbury by providing written notice to the Contractor of such non-appropriation as soon as practical. The failure by City of Shrewsbury to provide such notice shall not result in any obligation of City of Shrewsbury to pay funds after such non-appropriation.

DELIVERIES

Deliveries shall be made strictly in accordance with the delivery schedule defined in this contract and in the exact quantities ordered. Should Contractor fail to do this, the City of Shrewsbury *may* terminate this contract, in whole or in part In accordance with the Termination clauses of this contract.

City of Shrewsbury expressly retains all other rights or remedies provided by law for any violation of this clause and no action by City of Shrewsbury shall constitute a waiver of any such right or remedy.

PAYMENT

The City of Shrewsbury shall pay the contractor, upon submission of proper invoice, the prices stipulated in the purchase order or contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in the bid documents. Unless otherwise specified, payment shall be made on partial deliveries accepted by the City of Shrewsbury if the amount due warrants it.

INVOICE FORMAT

Invoices shall be submitted to the City of Shrewsbury office designated in the purchase order or contract to receive invoices. To constitute a proper Invoice, the invoice must include the following information and/or attached documentation:

Name of the business concern and invoice date;

Contract number OR Purchase Order number or other authorization designation for delivery and services actually delivered or rendered;

Description, price, and quantity of property actually delivered or rendered;

Description, of services rendered to include who performed the service, what the service(s) covered, hourly rate(s) if applicable, number of hours or period of time to complete and any

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

other pertinent information stipulated in the contract shipping and payment terms, and such other substantiating documentation or information as required by the contract. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

Failure to submit the proper information will be reason for non-payment and said invoice will be returned to correct.

RESPONSIBILITY FOR SUPPLIES

Unless otherwise provided in this contract, Contractor shall be responsible for and bear all risks for loss and damage to the items required by this contract, (1) until they are delivered to City of Shrewsbury's facilities, regardless of F.O.B. point, or point of inspection or acceptance and (2) if such items are rejected.

Unless otherwise specified in this contract, Contractor shall sufficiently package the items to be delivered hereunder to protect such Items during transportation and storage.

WARRANTY

Unless otherwise agreed to in writing by the parties, Contractor warrants that items ordered to specifications will conform thereto and to any drawings, sample or other description furnished or adopted by City of Shrewsbury or, if not ordered to specifications will be fit and sufficient for the purpose intended. Contractor further warrants that all items will be new, merchantable, of good material and workmanship and free from defect.

Such warranties, together with Contractor's service warranties and guarantee, if any, shall survive inspection, test, acceptance of and payment for the items and shall run to the City of Shrewsbury, its successors, assigns and citizens.

Except for latent defects, notice of any defect or nonconformity must be given by the City of Shrewsbury to the Contractor one (1) year after acceptance. City of Shrewsbury may, at its option, return for credit or require prompt correction or replacement of the defective or nonconforming Items or have the defective items corrected or replaced at the Contractor's expense. Return to Contractor of any defective or nonconforming articles and delivery to City of Shrewsbury of any corrected or replaced items shall be at Contractor's expense.

Defective or nonconforming items shall not be corrected or replaced unless specified on City of Shrewsbury's written order. Items required or replaced shall be subject to the provision of this section and the section entitled Inspection, Full Acceptance and Approvals in the same manner and to the same extent as items originally delivered under this contract.

INSPECTION, FULL ACCEPTANCE AND APPROVALS

All items to be supplied under this contract are subject to final inspection and acceptance by City of Shrewsbury notwithstanding any payment or other prior inspections or design approvals. City of Shrewsbury will accept or give notice of rejection of items delivered under this contract within a reasonable time after receipt. Acceptance shall not waive any warranty.

REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING

City of Shrewsbury shall have access to all areas of Contractor's premises and to the premises of Contractor's Subcontractors in which work on this purchase order is performed. Contractor and Contractor's subcontractors all provide all reasonable facilities for and assistance to City of Shrewsbury In the performance of their duties.

City of Shrewsbury may, at its option, require prompt replacement or correction of rejected items at Bidder's expense including an equitable reduction in the contract price for rejected Items. Bidder shall not resubmit rejected items to City of Shrewsbury without prior written approval and instructions from City of Shrewsbury. Bidder shall identify resubmitted items as previously rejected.

Bidder shall provide and maintain a quality assurance and control system acceptable to City of Shrewsbury.

RECORDS. AUDITS AND INSPECTION OF WORK

During the term of this Contract, and for the period specified herein, City of Shrewsbury shall have the right to perform audits as described in this paragraph. Contractor shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by City of Shrewsbury to assure proper accounting for all project funds. Contractor shall maintain all such records on a generally accepted accounting basis for a period of three years after final payment by City of Shrewsbury has been made.

Contractor shall provide free access to the representatives of City of Shrewsbury during regular business hours, to such books and records and the right to examine and audit charges for costs and expenses incurred under this Contract, including but not limited to Invoices, payrolls, bills, receipts, and similar records, and to make copies as necessary.

Contractor shall also allow representatives of City of Shrewsbury to inspect all work being performed by Contractor and all work data, documents, proceedings and activities related to this Contract.

CHANGES IN SCOPE

City of Shrewsbury may at any time, by a written order and without notice to Contractor, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, or affects any other provision of this contract, an equitable adjustment shall be made in the price or delivery schedule or both or in such other provision of this contract as may be affected. This contract shall be modified in writing accordingly, if such changes are required.

Any claim by the Contractor for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, that City of Shrewsbury, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this contract.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. No action taken by the Contractor which affects any provision of this contract, including delivery and price, whether or not accomplished with concurrence of City of Shrewsbury's employees shall entitle the Contractor to any equitable adjustment In accordance with this clause unless such action has been specifically directed or approved by written order Issued by the City of Shrewsbury.

DELIVERY OF NOTICES

Any notice to any Bidder from the City of Shrewsbury relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified mail with return receipt requested, by regular mail, by recognized overnight mail or courier service with delivery receipt requested or other method as designated by the City of Shrewsbury to the said Bidder at his last given address, or delivered in person to said Bidder or his authorized representative on the work. Unless otherwise specified in the bid documents, all communications to City of Shrewsbury shall be marked with City of Shrewsbury's contract or bid number and shall be delivered to the Director of Procurement at the address set forth as follows:

Shrewsbury Police Department
C/o Secretary Carmen Marshall-Pruitt
4400 Shrewsbury Avenue
Shrewsbury, MO 63119

RECEIPT OF NOTICES:

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when the delivery is refused, as shown on the receipt of the U.S. Postal Services, private carrier or other person making the delivery. Notwithstanding the foregoing, all notices received after 5:00 p.m. shall be deemed received on the first business day following delivery.

OBLIGATIONS THAT SURVIVE EXPIRATION OR TERMINATION OF CONTRACT

All obligations contained in the contract that have not been fully satisfied at the end of the contract term shall be enforceable by the other party to the extent such obligation remains unsatisfied.

APPLICABLE LAWS

Bidder agrees that all work performed under this contract will be in compliance with all current State, Local, and Federal laws, including but not limited to the Americans with Disabilities Act of 1990 as amended.

If the Bidder awarded this contract fails to comply with all federal, state and local laws, the Bidder shall either replace the goods, services or work provided or performed in order to effect such compliance, or, at the discretion of the City of Shrewsbury, pay an appropriate amount of liquidated damages together with all costs associated with the collection of liquidated damages.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

JURISDICTION AND VENUE

Any contract resulting from this solicitation shall be construed according to the laws of Missouri. The validity and enforcement of such contract shall be determined under the laws of Missouri. Any litigation arising under or in relation to such contract shall be subject to the Jurisdiction and venue of the St. Louis County, state court or the federal court for the Eastern District of Missouri.

ASSIGNMENTS

This contract or any portion of this contract or any Interest therein or any claim arising hereunder shall not be assigned by the Contractor without the prior written approval of the City of Shrewsbury.

Contractor shall direct all requests for any assignment to the City of Shrewsbury in care of Police Secretary Carmen Marshall-Pruitt, 4400 Shrewsbury Avenue, Shrewsbury, MO 63119. Such requests shall be in writing and received by the City of Shrewsbury at least sixty days prior to the proposed date of assignment. Contractor shall provide in all assignments that the assignee shall comply with all terms, conditions and provisions of the contract between the Contractor and City of Shrewsbury.

INDEMNIFICATION

The Bidder agrees to protect, indemnify, defend and save harmless the City of Shrewsbury from all attorney's fees, costs, expenses and damages arising out of: (1) failure by Bidder to comply with all applicable Federal and State Laws and regulations enacted now or to be enacted in the future pertaining to the services, material, or articles ordered and labor expended In this contract; and (2) all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any person or persons being injured or property being damaged or destroyed because of any action or omission of Bidder during this contract or as a result of the work or services to be performed by Bidder pursuant to this contract.

WAIVERS

Failure of City of Shrewsbury to insist on performance of any of the terms and conditions or requirements of this contract shall not be construed as a waiver of such terms, conditions or requirements and the same shall remain in full force and effect for the duration of this contract.

RELEASE VOID

City of Shrewsbury's representatives shall not be required to waive or release any rights in connection with any visits to premises of Bidder or Bidder's subcontractor(s). Bidder agrees that no such waiver or release shall be pleaded by Bidder or any third persons in any action or proceedings. Bidder is further required to impose these requirement cited in the Release Void clause on its subcontractors whenever it applies.

ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

NON-DISCRIMINATION

During the performance of this Contract, Bidder agrees as follows:

Bidder shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, sex, age, national origin, handicap, or disability.

In the event of Bidder's non-compliance with the provisions of this section, this Contract may be cancelled, terminated or suspended in whole or in part and Bidder may be declared ineligible for future City of Shrewsbury contracts. The rights and remedies of the City of Shrewsbury as provided in this paragraph shall not be exclusive and are in addition to any other remedies provided in this Bid or as provided by law.

CITY OF SHREWSBURY FURNISHED PROPERTY

When applicable, Contractor shall keep segregated and clearly marked all property furnished by City of Shrewsbury and all property to which City of Shrewsbury acquired title under this contract and shall maintain complete inventory thereof. Contractor assumes the risk of loss or damage to such property while in Contractor's care, custody or control. Upon termination of this contract, Contractor shall deliver in good condition, subject to ordinary wear and tear, such property to the extent not incorporated in delivered end products to City of Shrewsbury.

INTELLECTUAL PROPERTY PROTECTIONS/LIMITATIONS

The Contractor agrees to protect, indemnify and save harmless the City of Shrewsbury from all attorney's fees, costs, expenses and damages arising out of any infringement or claim of infringement or patents, trademarks or copyrights in the use of resale of any articles covered by this order, unless materials or articles hereby ordered are made specifically to City of Shrewsbury's design or method.

CALIBRATION OF STANDARDS (Gauges, Instruments and Testers)

Within the certification intervals determined by the City of Shrewsbury to be appropriate and unless specific intervals are stated elsewhere in the contract, all standards pertinent to this contract shall be calibrated at least once per year at the Contractor's expense against laboratory standard traceable to the National Bureau of Standards (N.B.S.) of the United States.

SPECIAL TERMS AND CONDITIONS

The following special terms and conditions apply to specific types of purchases. If applicable, additional information regarding these special terms and conditions are in the bid specifications. It is the responsibility of the successful Bidder to ensure that the City of Shrewsbury has current records for the insurance, bond and/or surety.

PERFORMANCE BONDS

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

The successful Bidder shall furnish a corporate surety bond, payable to City of Shrewsbury, to insure the faithful performance under the contract. This bond, all or part, will be forfeited to the City of Shrewsbury in the event that the terms of the contract are not met by the successful Bidder.

INSURANCE

The successful Bidder agrees to carry insurance coverage as detailed in the City of Shrewsbury Insurance Requirements, which are a part of the bid documents, during the period of this contract and shall provide City of Shrewsbury with current Certificates of Insurance on all required coverage prior to commencement of the work under this contract.

LABOR AND MATERIAL BOND

Bond must be equal to 100% of the total amount payable by terms of the contract.

PREVAILING WAGE REQUIREMENT

The successful bidder shall comply with all requirements of the Missouri prevailing wage law, Chapter 290, as amended. Upon completion of the contract, the awarded Bidder shall also complete an Affidavit of Compliance with the Missouri prevailing wage law. Final payment, pursuant to the terms of the contract, shall not be made to the awarded Bidder until this completed Affidavit is provided to City of Shrewsbury, Missouri.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS

Awarded Bidder must be in compliance with the most current OSHA regulations.

EEO/AA STATEMENT

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor; state that it is an Equal Opportunity of Affirmative Action Employer.

MBE/DBE/WBE

The Contractor will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by a minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans; Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans; Asian-Americans; and American Indians. The Contractor may rely on written representations by Subcontractors regarding their status as minority and female business enterprises in lieu of independent investigations.

AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with any federal regulation issued pursuant to compliant with the Americans with Disabilities Act of 1990. The Contractor and any subcontractors agrees that with any guidelines necessary for compliance with that portion of the regulations in force during

**REQUEST FOR QUOTE# 2018-1
PAINTING OF THE SHREWSBURY PUBLIC SAFETY BUILDING**

the term of this contract. It shall be the responsibility of the Contractor to ensure that all goods, services, and/or work procured and/or performed under this contract shall conform to and be performed in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees that, in case of non-compliance, it shall replace the service and/or work performed in order to effect such compliance, or pay liquidated damages in the amount required to effect compliance.