



**Project Name:** Destination Discovery Art RFP 2024

**Project Number:** 2024-01-011

**Non-Disclosure Agreement Instructions**

Issue for Bid

Project Manual

**Date:** June 12, 2024

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## **INVITATION TO BIDDERS**

### **PROJECT**

Destination Discovery Art II RFP 2024

### **BACKGROUND**

The Saint Louis Zoo (“Zoo”) has been a treasured zoological institution for over 100 years, educating guests of all ages while serving as a global leader in the conservation of animals and their habitats. Within the Zoo was a very special area for its youngest visitors and their families at our beloved Children’s Zoo. The new vision of this 2.8-acre site, called the Henry A. Jubel Foundation Destination Discovery, is to provide close positive encounters with animals and their caretakers creating empathy for animals and nature which can help lead to conservation action. Through play and fun experiences, we want our guest to know that by caring for animals, our shared world becomes a healthier place for all living things.

This dynamic exhibit is designed with the youngest guest in mind, emphasizing close-up encounters with animals in an immersive and hands-on learning environment for guests of all abilities. Guests young and young at heart, will have the opportunity to explore underground tunnels and dig by prairie dogs, splash alongside flamingos and climb high near the coati. Not only will there be seasonal changes but there will be spontaneous animal encounters and surprise animal experiences, like macaws flying overhead. There will be hours of activities and fun for the entire family.

Construction will start in 2024 with plans to open to the public as early as April, 2026.

### **SCOPE OF WORK**

The Saint Louis Zoo is seeking to commission seven different art packages for the new Destination Discovery exhibit intended to open in spring of 2026. Each package is unique and will have its own scope of work. Artists may bid on one or multiple packages, i.e. one package or all seven packages. If bidding on multiple packages, please prepare multiple portfolios catered to that specific package. The Zoo reserves the right to award to one or multiple bidders. Bidders should read the entire Request for Proposal (RFP) and attachments to get a feeling for the site and the Zoo’s vision, even if the artist is only bidding on one package.

The style of the site will be whimsical/natural as explained in the Package 1 scope document. Each package will be slightly different accentuating the artist’s strengths. The intended audience will be children 2 to 10 years old and their families. Safety is a priority so no trip hazards, sharp edges or

points on the finished art. Some of the art will be touchable and or climbable by the Zoo's guests, some will not be depending upon the individual package scope. The "Big Idea" for the project is, "By caring for animals, our shared world becomes a healthier place for all living things." This will also be reiterated in signage and live interpretation. The artist will be responsible for the design, fabrication, engineering as required in the package, packing, shipping and installation of the art.

The awarded artist(s) will be encouraged to be innovative, fun, and imaginative. The Zoo will work within those dynamics to meet the Zoo's educational objectives and to assure our vision of guest empathy and engagement.

The awarded artist(s) will be working with the Zoo, the architectural firm, and the site construction management team. Once the artists are selected, all communications will go through the Art Project Manager from the Zoo, for simplicity.

Scope of work includes:

- Design
- Sketches and a scale model (maquette) to communicate intent if the package calls for it
- Coordination meetings with the Zoo, the architectural firm, and the construction management team
- Fabrication
- Engineering, if the package calls for it
- Packing/shipping/delivery
- Installation of the art in conjunction with the onsite construction management team. The artist will be responsible for installation labor, material and equipment.

#### **WARRANTY**

The art pieces art intended to have a long lifespan. The Zoo is interested in a 10-year warranty. The art must withstand typical St. Louis weather, guest interactions without fading, rusting breaking and requiring minimal maintenance.

#### **PROPOSAL PACKAGE SUBMISSION**

Proposals shall be limited to a total of twenty (20) pages. Artists qualifications/portfolio shall be submitted in a PDF format. Cover letter, certifications, Stipulated Sum Bid Form (Appendix A) and Supplier Diversity Utilization Statement (Appendix B) will not be counted in the page limit total.

***Submittals that exceed the maximum number of pages will be rejected.***

The following information shall be provided in the RFP response in the following order:

1. A letter of interest signed by a company principal or the individual artist
2. Content of proposal addressing the selection criteria below.

3. Typical media and software proposed use. i.e. watercolor, bronze, specific 3D modeling software
4. Education (including self-taught)
5. Years in business
6. List of Art, relevant to the package you are bidding, currently on display with location and a photo of each piece
7. Stipulated Sum Bid Form (Appendix A)
8. Supplier Diversity Utilization and Assurance Statement (Appendix B)

### **SELECTION PROCESS**

Following the receipt of the proposals, the Zoo selection committee will evaluate to establish a short list. Each artists' proposal will be evaluated and scored by use of an established evaluation process based on the selection criteria.

A short list of a minimum of two (2) artists will be made approximately twenty-one (21) days after the proposal deadline. All artists submitting a proposal will be notified of the Zoo's selection.

***Please do not contact the Saint Louis Zoo or Tarlton for status on the selection process during this period.***

### **SHORT LISTED FIRMS**

The short-listed artists will be asked to participate in an interview process. Interviews will be coordinated with the artist and the selection committee. Preliminary concept sketches would be appreciated.

### **SELECTION CRITERIA**

1. The artist style, that meets the scope of work for the specific package. Proposed sketches can be included. (25 points)
2. Examples showing the artist has worked in the suggested art materials which meets the scope of the specific package. (25 points)
3. Pricing (20 points)
4. Ability to commit to the artists proposed timeline and also meets the Zoo's milestone dates below. (10 points)
5. References- Three, including email and phone contact information (10 points)
6. Supplier diversity participation (5 points)
7. Tax base/focus geography, address of studio or geographic service area (5 points)

### **MILESTONE DATES FOR SELECTED ARTISTS**

**Drawings-** Two weeks after receiving contract, Package drawings are due.

**Maquettes-** Thirty days after receiving contract, Maquettes or 3D models are due for Packages 1-5

**Engineering-** Information on height, width, weight and attachment point are due to the Zoo by October 4, 2024 for all Packages

**Installation-** Finished Art Pieces Installed at the Zoo beginning February 17, 2026. Installation must be coordinated with the Zoo site construction management team, Tarlton.

### **INTELLECTUAL PROPERTY PROVISIONS**

For the artistic design phases for all packages, including Package 1, the artist will be required to assign any and all intellectual property, or similar rights to the Zoo and to waive and assign all visual artistic rights under any state and federal statutes to the Zoo prior to moving onto the fabrication phase of the process.

The design phase for all packages may be phased and may require models/maquette's and that the Zoo does not guarantee that the artist will be asked to complete the design after the modeling is completed.

### **BID DOCUMENTS**

Bid documents will be available on **June 12, 2024** at: <https://stlzoo.org/vendoropportunities>

### **NON-DISCLOSURE AGREEMENT**

To access the complete bid set including specifications, all interested Bidders should complete the Saint Louis Zoo Non-Disclosure Agreement (NDA) for Destination Discovery Art II (See Attachment 1).

This document must be uploaded to the following link: <https://stlzoopoc.egnyte.com/ul/p18JT2WqCo> by **10:00 a.m. CST on June 20, 2024**. Upon upload, a confirmation email will be sent to the associated Bidder with instructions to access the Destination Discovery Art II RFP 2024 complete bid set and a link to register for the Pre-Bid Meeting.

### **ATTACHMENTS**

1. Saint Louis Zoo NDA-Destination Discovery Art II

### **PRE-BID MEETING (STRONGLY ENCOURAGED)**

A pre-bid meeting will be held via Zoom conference at **10:00 a.m. on June 21, 2024**. The Zoo **strongly encourages interested artists to attend this meeting** to review each of the seven packages and address any questions. To access, the non-disclosure agreement **must** be completed and uploaded to the link provided above **by 10:00 a.m. CST on June 20, 2024**. Once received, the meeting registration link will be included within the complete bid set.

### **PROPOSAL QUESTIONS**

All questions must be received by end of day **June 27, 2024** for issuing of addendums. All emailed questions and answers will be shared with all responders with a completed non-disclosure agreement. The source of the questions will remain anonymous. Any oral responses shall be unofficial and not binding on the Zoo.

### **BID DATE**

Proposals will be accepted on or before **11:00 a.m. CST on July 9, 2024**. Only electronic submissions will be accepted. Link for submission provided upon completion of the Saint Louis Zoo Non-Disclosure Agreement (NDA) for Destination Discovery Art II.

**To ensure ease of submission, consider uploading well ahead of the deadline time. Late submissions will not be accepted.**

Any submitted proposal shall remain valid and subject to acceptance for ninety (90) days after the proposal due date.

**NOTE: Failure to include a completed Supplier Diversity Utilization Statement will result in participation recorded as NONRESPONSIVE/ DISQUALIFIED at bid opening.**

### **ZOO CONTACT**

Questions concerning this solicitation shall be submitted via email to Candace Bingham, Director of Procurement at [cbingham@stlzoo.org](mailto:cbingham@stlzoo.org).

# REQUEST FOR BID

The Saint Louis Zoo is seeking competitive proposals from qualified bidders as outlined on the Invitation to bidders, this Request for Proposal, and the Scope of Work contained in these bid documents.

## I. THE BIDDING PROCESS

### A. Pre-Bid Meeting

1. A pre-bid meeting will be held via Zoom conference at **10:00 a.m. on June 21, 2024**. The Zoo strongly encourages interested artists to attend this meeting to review each of the seven packages and address any questions. To access the meeting, the non-disclosure agreement must be completed and uploaded to the link provided above by **10:00 a.m. CST on June 20, 2024**. Once received, meeting details will be forwarded via calendar invitation.
2. The submission of a bid will be construed by the Saint Louis Zoo to mean that the Bidder has made such examinations and investigations and agrees to fulfill all the requirements of the contract in full accordance with these specifications, and that they are entirely familiar with and thoroughly understands all such requirements.

### B. Bid Form and Submittal of Proposal

1. **Note: Failure to include a completed Supplier Diversity Utilization Statement will result in participation recorded as NONRESPONSIVE/ DISQUALIFIED at bid opening.**
2. Quotations should be typewritten or in ink on bid form provided. Altered or erased prices will not be accepted.
3. Proposals will be accepted on or before **11:00 a.m. CST on July 9, 2024**. Only electronic submissions will be accepted.
4. No bid received after the specified time will be considered.
5. Any bid may be withdrawn prior to the specified time for opening bids or any authorized postponement thereof.
6. Bids having an acceptance time limit of less than 30 days may be rejected.
7. Mailed, faxed, or phone in bids shall **not** be accepted.
8. Sunshine Law. "Bidder" acknowledges that Zoo has represented to Bidder that Zoo may be subject to the provisions of Missouri's Sunshine Laws (Mo. Rev. Stat. Sects. 610.010-.225) (the "Sunshine Law"), which statute creates a presumptive rule of public availability of all records held by public governmental bodies, such as the Zoo, unless an exemption from disclosure is available under the Sunshine Law (this includes all Bidding Materials that are not exempt from disclosure under the Sunshine Law).



C. Bid Proposal components and Attachments

1. Cost(s)

- a. The laws of the state of Missouri provide that the Saint Louis Zoo pay no state sales or use tax, or federal excise taxes, and these taxes should be excluded from your bid price. Documentation will be provided for Contractor's use in making tax-exempt purchases for this project. (Refer to Appendix C).
- b. Bids will include cost of delivery to jobsite of all materials.
- c. Workers' wages shall be paid in accordance to the Missouri Division of Labor Standards (Refer to Appendix C).
  - (1) **Not less** than the prevailing hourly wages, as set out in the Wage Order attached to and made part of the specification for work under the contract, **shall** be paid to all workers performing work under the contract. (Section 290.257.2, RSMo). On site work as listed by state of MO.
  - (2) The contractor will forfeit a penalty to the contracting body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage for any work done under the contract by the contractor or by any subcontractor. (Section 290.257.2 RSMo). For detailed information on rules and occupational titles, refer to 8 CSR 30-3.010 through 3.060.

2. Unit Prices (**if requested**)

- a. It is understood that the quantities stated in the bid Documents are not guaranteed by the Zoo and are used solely for the purpose of comparing Bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job. The Zoo reserves the right to reduce any or all quantities. The Zoo may also add additional components or copies of specified components for which Contractor agrees to do the work at the unit price stated in the Bid or subsequent cost breakdown.
- b. Bidders must quote unit prices and extensions on each item listed on Bid form (if any). When an error appears in an extension, the unit price will govern.
- c. The Saint Louis Zoo reserves the right to make a contract award on a per item basis or a total package basis.

D. Safety

- a. Vendors on site must adhere to the Saint Louis Zoo Safety Manual (Refer to Attachment 3. STLA contractor vendor safety manual 2023-2024)

E. Minority Participation List

1. Bidder shall execute and include with bid proposal Policy on Supplier Diversity on Saint Louis Zoo Contracts attachment to Bid Form (Appendix D).
- F. Responsibilities of the Bidder for Accuracy of Bid Proposal
1. Bidders may not use omissions or errors in the bid documents or other contract documents to their advantage. The Owner reserves the right to issue new instructions correcting any such errors or omissions, which new instructions shall be treated as if originally included.
  2. The bid documents contain the available information about the work and the conditions pertaining thereto. Information obtained from any officer, agent, or employee of the Saint Louis Zoo, or from any other person, will not relieve the vendor's responsibility to assume all risks and obligations pertaining to the work, and to fulfill the conditions of the contract. Bidders are required to satisfy themselves as to the accuracy of the estimated quantities in the bid documents, and must thoroughly examine the site and review the bid documents, including addenda, if any, before submitting a bid.
  3. No Bidder may assert after bids have been opened that there was a misunderstanding concerning the bid documents, the conditions under which the work must be performed, or the quantities of work involved.
- G. Direct questions about this Request for Bid to: **Candace Bingham**.

## II. SELECTION OF SUCCESSFUL BIDDER AND CONTRACT AWARD

- A. The Saint Louis Zoo enjoys the support of the community through the Metropolitan Zoological Park & Museum District. For this reason, the Zoo makes every effort to return that support by contracting with qualified businesses within the District (comprised of St. Louis and St. Louis County) whenever possible.
- B. The time specified for awarding a Contract and for commencing work may be extended or shortened by mutual agreement between the Zoo and the successful Bidder.
- C. The Zoo reserves the right to waive any informalities or minor defects in the Bid or bidding procedures; to reject any or all Bids; to rebid the project at a later date if Bids are rejected; and to accept the Bid that, in the judgment of the Zoo, will serve the best interests of the Zoo, whether or not said Bid is the low Bid.
- D. Before awarding any Contract, the Saint Louis Zoo reserves the right to require the successful Bidder to file proof of his ability to properly finance, manage, staff and execute the project. The Zoo reserves the right to reject any bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the Zoo that the Bidder has the proper qualifications, experience, equipment, manpower, or financial and managerial capability to carry out the obligations of the agreement or to perform the work contemplated.
- E. Before award of Contract Successful Bidder may be required to furnish:

1. Cost breakdown and unit prices
2. Proposed schedule
3. Information regarding material Subcontractors upon request
4. Bonds and insurance certificates

### **III. INSURANCE REQUIREMENTS (A CERTIFICATE OF INSURANCE IS REQUIRED)**

- A. Before a contract is signed, the successful Bidder will be required to furnish certificates of insurance showing that adequate Public Liability and Property Damage Insurance is being carried to protect the Saint Louis Zoo, its employees and officials, the City of St. Louis and the County of St. Louis. All insurance must be kept in force for the life of this Contract.
- B. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
  1. Claims under workers' compensation, disability benefit and other similar employee benefit acts, which are applicable to the work to be performed.
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
  4. Claims for damages insured by usual personal injury liability coverage.
  5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
  6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
  7. Claims for bodily injury, property damage arising out of completed operations.
  8. Claims involving contractual liability insurance applicable to all Contractor obligations.
- C. The insurance required shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.
  1. General Liability

Bodily injury:  
\$1,000,000 each occurrence  
\$2,000,000 aggregate

Property damage

2. Employer's Liability  
\$500,000 each accident  
\$500,000 disease, each employee  
\$1,000,000 disease, policy limit
3. Contractual Liability (Hold Harmless Coverage)  
Bodily Injury:  
\$1,000,000 each occurrence  
\$2,000,000 aggregate  
Property damage
4. Umbrella Excess Liability  
\$2,000,000 over primary insurance
5. Automobile Liability  
\$1,000,000 combined single limit
6. Owner's Protective Liability Policy in the Owner's Name  
\$1,000,000

- D. The general liability and the umbrella insurance must be written on an occurrence form versus a claims-made form. Aggregates should apply per project.
- E. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior, written notice has been given to the Owner. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- F. Insurance certificates shall also be provided for any supplier or Subcontractor storing materials for this project for which application for payment is made.
- G. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. NOTE: OWNER'S INSURANCE COVERAGE HAS A \$5000 DEDUCTIBLE FOR THEFT AND VANDALISM.

- H. **THE SAINT LOUIS ZOO SHOULD BE ADDED TO CONTRACTOR’S INSURANCE POLICY AS AN ADDITIONAL INSURED; AND THIS POLICY SHOULD ACT AS THE PRIMARY INSURANCE POLICY AND BE SO STATED BY THE ENDORSEMENTS.**

**IV. PAYMENT APPLICATIONS**

- A. All applications for payment will be submitted on a form mutually agreed upon by Contractor and the Zoo.
- B. Applications will be submitted on prearranged schedule to be mutually agreed upon by Contractor and the Zoo.
- C. Contractor shall supply lien waivers for all labor and material covered by Contract for this project.
- D. The Contractor shall be paid 90% of the Contract amount upon completion of the project. The final 10% of all Contract amount will be paid upon completion and acceptance of all punch-list items and the tendering of appropriate lien waivers, including those of all suppliers. The Zoo would consider down payments. Ideally this would be coordinated with the awarded vendor as part of the contract terms.

**V. ENGINEERING SEAL, PERMITS, CODE COMPLIANCE if required by Authority Having Jurisdiction (AHJ)**

- A. Drawings and specifications for structures to be designed for this project by the Contractor (if any), which may be deemed “occupied by the public,” shall require the seal of an engineer licensed to do business in the State of Missouri.
- B. Contractor will be responsible to satisfy any and all federal, state, and municipal building codes and regulations for the scope of work outlined in the bid documents.
- C. All work shall be designed, fabricated, and installed in accordance with applicable ADA guidelines.
- D. Contractor will meet any and all industry standards for the scope of work outlined in these bid documents.

**VI. DRAWINGS, PHOTOS, AND CORRESPONDENCE**

- A. Contractor will provide the necessary sealed architectural, engineering or shop drawings, samples and photographs necessary for approval by Zoo personnel.
- B. The cost of all drawings, specifications, reproduction, samples, illustrations and photographs shall be included in base bid.
- C. In order to expedite routine correspondence and conserve resources, Contractor should have the capability to send correspondence as well as photographs and design files via e-mail and accept documents transmitted from the Zoo.
- D. Drawing and important correspondence shall also be furnished in “hard” copy as appropriate.
- E. The Zoo Public Relations must provide written approval for any/all promotional materials in advance of publishing – this includes, but is not limited to: social media posts, web copy and images, etc.

## **VII. CONTRACTOR'S RESPONSIBILITIES**

- A. All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over the work shall apply to the Contract, and shall be observed by the Contractor.
- B. The Contractor shall hold harmless the Saint Louis Zoo for the payment of any and all claims arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, materials or process used by them in the executing of the Contract.
- C. The Contractor shall be responsible for the work of all Subcontractors employed by them and shall keep all work under their control. A complete list of all such Subcontractors shall be submitted to the Saint Louis Zoo prior to commencement of this work.

## **VIII. GUARANTEE**

- A. The Contractor shall furnish a written guarantee, stating that work performed will be free from defects of materials and workmanship for a period of (10) years following final acceptance and agreeing to repair or replace any such defective work, and all work damaged thereby, at no cost to the Saint Louis Zoo, during the period covered by this warranty.
- B. Failure to supply the Zoo with a written warranty will in no way relieve the Contractor of this obligation.

## **IX. GENERAL ZOO REQUIREMENTS**

- A. Temporary Facilities
  - 1. Electrical: Receptacles with 20A, 120V receptacles will be available for use throughout the project site. Power requirements beyond this must be provided by the vendor needing the additional power or coordinated with the Construction Manager. Vendor is expected to provide their own power cords where necessary.
  - 2. Water: Hose connection points will be available throughout the site. Vendors are expected to provide their own hoses where necessary.
  - 3. Vendor is NOT responsible for utility fees associated with this work.
  - 4. Sanitary Facilities: Temporary Toilet facilities will be made available to this vendor by the Construction Manager.
- B. Signs: No signs shall be erected without the Project Owner's approval of sign and location.
- C. Jobsite Rules and Regulations
  - 1. In the event of an emergency on Zoo grounds please call extension 5555. This is the fastest way to get the help you need. State your name, where you are calling from, describe the emergency and where it is happening, and if there are any injuries. If an animal is involved state what type, how many and where they were last seen. Stay on the line until you are told to hang up. After 5:00 pm, call 4669 or the night ranger cell number at 314-799-3273.

2. Awareness of a courtesy to all Zoo visitors at all times is a firm Zoo policy. All Contractors' personnel must observe this policy.
3. Construction personnel must stay within the confines of designated work areas at all times.
4. Construction personnel are at no time permitted to interfere with or touch the animals or interfere with the keeper-related activities.
5. Construction personnel are at no time permitted to interfere with the public on the Zoo premises. No public display in any form or manner will be tolerated.
6. Construction personnel shall wear proper working attire at all times.
7. Construction personnel shall comply with OSHA rules while on the jobsite.
8. Normal work hours at the Zoo are 7:00 a.m. to 3:30 p.m., Monday through Friday. Access to work areas cannot be before 8:00 a.m. or after 5:00 p.m. unless previously arranged and only after approval of the Owner's Representative.
9. In order to provide maximum safety to the Contractor's personnel and to protect the animals, close coordination of activities with Zoo personnel is imperative.
10. Access to the site shall be as directed by Zoo's Project Manager. Employees shall arrive in a crew truck or on foot. Access for employees' personal vehicles will not be allowed on the grounds (see Parking).
11. All gates must be kept closed and locked at all times. Unlocked and/ or unattended gates will result in a fine to the Contractor of \$500 per occurrence.

D. Parking and Access to Zoo Grounds

1. Contractor's personnel will be allowed to park on the south parking lot. Parking in the oversized parking spots is not permitted as they are reserved for busses and oversized vehicles. If the entrance to the lot is manned, personnel should identify themselves and sign in. In some situations, parking on the North Parking Lot can be granted.
2. Private vehicles are not allowed on the Zoo grounds. If it is necessary to bring private vehicles on the grounds to execute the work called for in these Bid Documents, prior arrangements must be made with the Project Manager. Parking will be allowed only at specified areas. Owners of vehicles must furnish proof of Public Liability and Property Damage Insurance before being allowed to bring their vehicles on the grounds. The maximum speed limit on the Zoo grounds is 5 mph, unless otherwise specified, and extreme caution must be used while driving on the grounds.
3. It is the Contractor's responsibility to advise all on-side employees, subcontractors and material suppliers of these rules and regulations.
4. During the Zoo's peak visitor's season, no full-size vehicles of any kind are allowed access to the public paths and roads. All deliveries of material and equipment

must be made before 9:00 a.m. and after 5:00 p.m. and must be coordinate with the construction manager.

E. Material Delivery and Storage

1. All firms performing work on the Zoo grounds must schedule that work and delivery of materials with the Project Manager.
2. All deliveries must be scheduled in order to have vehicles off Zoo grounds and pathways by 9:00 a.m.
3. Deliveries must be accompanied by a packing slip or invoice listing the Zoo purchase order number, if any, the project name, and exact contents and quantities of each item included in the shipment.
4. Only a minimum number of vehicles necessary to accomplish the work will be allowed on the job site. The 5 mph speed limit within the Zoo shall be strictly observed, and every possible consideration shall be given to the public.
5. Materials shall be protected from the elements and stored in strict accordance with the manufacturer's written recommendations and in locations approved by the Owner. Materials, equipment and personnel for roofing operations shall be arranged on the roof so that a 20-pound-per-square-foot load shall not be exceeded. Artist shall coordinate with construction manager for load capability of all substrates.
6. The artists will be responsible for all of their hoist loading and unloading.

F. Barricades, Chutes, and Enclosures

1. Furnish and install all barricades are required to protect the public and Zoo employees and workers. Provide chutes and enclosures to contain debris and excessive dust.

G. Job Conditions

1. Contractor will conduct all operations in such a way as to prevent injury to persons, buildings, structures, other facilities, landscaping, environment, and animals.
2. Contractor shall be responsible for all cleanup and removal from site for disposal of all debris, packaging, and leftover material. If material is to be disposed of on the Zoo site, prior arrangements must be made with Zoo staff and disposal must follow Zoo regulations and procedures, including sorting and recycling all recyclable material.



**APPENDIX A**  
**SAINT LOUIS ZOO**  
**STIPULATED SUM BID FORM**

Destination Discovery Art II RFP 2024  
#2024-01-025

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_

Hereinafter called "Bidder,"

[ ] a corporation organized and existing under the laws of the state of \_\_\_\_\_

[ ] a partnership, or [ ] an individual doing business as \_\_\_\_\_

TO: Candace Bingham  
Director of Procurement  
Saint Louis Zoo  
One Government Drive  
St. Louis, MO 63110

The Bidder, in compliance with the Invitation to Bid for the project, and having carefully examined the bid documents, dated which documents are made a part hereof, as well as the site and all conditions surrounding and affecting the work, agrees to furnish all labor, materials, and supplies necessary to perform all the work in accordance with said documents and within the time and at the prices stated below.

Furnish all labor, tools, and equipment required to perform all work as defined in the bid documents for the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**I. PAYMENT AND PERFORMANCE BOND**

A. If a performance bond is required, please list as a lump sum  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**II. TIME**

A. The Bidder hereby agrees to commence work as stipulated in the contract documents, but not later than

\_\_\_\_\_

B. The Bidder hereby states that the time required to perform all work indicated in the bid documents and necessary to bring the project to substantial completion (as defined in the documents) shall be \_\_\_\_\_calendar days.

(Note: Bid Documents all\_\_\_\_\_ calendar days from “Notice to Proceed” to “Substantial Completion.”)

**III. PACKAGE PRICES**

Artist/Bidder may bid on one or more of the six packages below. Bidder shall price package as specified in the Bid Documents Scope of Work for the individual packages, at rates specified herein:

**PACKAGE 1:** \_\_\_\_\_

**PACKAGE 2:**\_\_\_\_\_

**PACKAGE 3:**\_\_\_\_\_

**PACKAGE 4:**\_\_\_\_\_ **ALTERNATE:** \_\_\_\_\_

**PACKAGE 5:**\_\_\_\_\_

**PACKAGE 6:**\_\_\_\_\_

**PACKAGE 7:**\_\_\_\_\_

**TOTAL:**\_\_\_\_\_

**IV. SUBCONTRACTORS**

A. The Bidder hereby indicates that the following Subcontractors and/or Suppliers shall be employed under contract with Bidder for this project (subject to Owner review and approval).

Work to be Performed	Name of Subcontractor	Diversity Certification (circle one if applicable)
		MBE/ WBE/ Other
		MBE/ WBE/ Other
		MBE/ WBE/ Other
		MBE/ WBE/ Other

**V. BID DOCUMENTS**

Bidder acknowledges review of the following documents:

A. Attachments

B. Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**VI. SUPPLIER DIVERSITY EFFORTS**

- A. Bidder will make every good faith effort to utilize minority and women business enterprise (M/WBE) firms as subvendors and suppliers whenever possible and engage in joint ventures or mentor-protégé relationships between vendors and subvendors with local M/WBE firms in the aggregate that 25% of the value of contracts awarded each fiscal year be let with MBEs and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBEs.
- B. Bidder will report supplier diversity spend including M/WBE spend and non-supplier diversity spend to the Saint Louis Zoo on a quarterly and annual basis to the Purchasing Department via the Zoo’s Participation Form or the VIVA-IT platform.

**VII. MISCELLANEOUS BID REQUIREMENTS**

- A. The undersigned understands that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time and date for receiving bids.
- B. The undersigned understands that the Owner reserves the right to reject any or all bids or Subcontractors.
- C. The undersigned further agrees to indemnify and hold harmless the owner, engineer and construction manager from and against all losses, judgments of every nature and description made, brought, or recovered against the Owner by reason of any act or omission of the undersigned, his agents, Subcontractors, or employees in the execution of the work or in guarding the same.
- D. The undersigned hereby declares that this Stipulated Sum Bid is based solely upon the materials and equipment described in the bidding documents (including addenda), and that no substitutions are contemplated.
- E. Upon receipt of written notice of the acceptance of this bid, the Bidder will execute a formal contract attached within fifteen (15) calendar days and deliver to the Owner a surety bond or bonds as required by the bid documents.

**VIII. CONTACT INFORMATION (preferred point of contact)**

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

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

Phone: \_\_\_\_\_

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

**By signing The Bidder hereby states to perform all work indicated in the Bid Documents and necessary to bring the Project to completion.**

**IF A CORPORATION**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Incorporated under the laws of the state of

\_\_\_\_\_  
Name and Title of Officer (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensed to do business in Missouri?  
(Check one) [ ] Yes [ ] No

\_\_\_\_\_  
Address for Communications:

\_\_\_\_\_  
(Seal if Bid is by corporation)

**IF A PARTNERSHIP**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
State Name and Address of ALL Partners:

\_\_\_\_\_  
Signature of Authorized Partner

\_\_\_\_\_  
Date

**IF AN INDIVIDUAL**

\_\_\_\_\_  
Name of Firm (if any)

\_\_\_\_\_  
Address for Communications:

\_\_\_\_\_  
Signature of Individual

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

\_\_\_\_\_  
Date

**IF BIDDING AS A JOINT VENTURE**

\_\_\_\_\_  
List All Parties:

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

**SIGNATURE FOR THE SAINT LOUIS ZOO**

**Saint Louis Zoo**

Address for Communications:  
1 Government Dr.  
Saint Louis, MO 63110

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date



## APPENDIX B

### SUPPLIER DIVERSITY UTILIZATION STATEMENT

**Policy:** It is the policy of the Saint Louis Zoo, that disadvantaged-owned businesses, as defined in the Policy on Supplier Diversity on Saint Louis Zoo Contracts, shall have the maximum opportunity to participate in the performance of contracts or sub-contracts of the Zoo. The Zoo shall take all necessary and reasonable steps to ensure that said businesses have the maximum opportunity to compete for and perform under all Zoo contracts. The Zoo shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

**Obligation:** The contractor/vendor/organization agrees to ensure that disadvantaged-owned businesses have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Zoo funds. The contractor/vendor/organization shall take all necessary and reasonable steps to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor/vendor organization shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

#### I. PROJECT AND BID IDENTIFICATION

Complete the following information concerning the Project and Bid:

Project Name/Product: \_\_\_\_\_

Total Bid: \$ \_\_\_\_\_

#### II. ORGANIZATION DEMOGRAPHIC DECLARATION

Define the organizations employee demographics for minority & women. **Organization, as defined by the Zoo, is the entire labor pool for a single company including professional and labor staff.** If the percentage cannot be disclosed, an organizations diversity statement and detailed explanation for inability to disclose is required to be submitted separately. If included, check here:

Minority \_\_\_\_\_ %

Women \_\_\_\_\_ %

<p>Example: Company has 100 employees, of which 15 are women and 25 are minorities (minority women count as minority employees).</p> <p>Minority = 25%</p> <p>Women = 15%</p>
---

**III. PROJECT DECLARATION**

Define the proposed dollar amount and resulting percentage of the project that will be subcontracted to M/WBE businesses and list applicable subcontracted partnerships to achieve those amounts.

**Saint Louis Zoo  
Contract Goals  
25% MBE  
5% WBE**

	Proposed MBE	Proposed WBE	Non M/WBE
<b>Dollar Amount</b>	\$	\$	\$
<b>% of the Contract</b>	%	%	%

Proposed MBE Subcontractor/Subvendor Companies	Proposed WBE Subcontracted/Subvendor Companies	Non M/WBE Subcontracted/Subvendor Companies

**IV. ASSURANCE STATEMENT**

I, acting in my capacity as an officer of the undersigned bidder or bidders if a joint venture, hereby assure the Saint Louis Zoo that on this project my company: (check one)

- Meets or exceeds contract award goals as defined above under Project Declaration
- Does not meet contract award goals, but will demonstrate that good faith efforts were made to meet the goals and that my company will provide participation as defined above under Project Declaration
- Does not meet contract award goals

**V. CERTIFICATION STATUS**

(if declared, certification of prime and subcontractors/subvendors must be attached)

Check all that apply:

	<b>MBE</b>	<b>WBE</b>	<b>Other</b>	<b>Not Applicable</b>
<b>Prime / Tier 1</b>				
<b>Subcontractor/Subvendor/ Tier 2</b>				
<b>Subcontractor/Subvendor/ Tier 3</b>				

**At contract completion, the Zoo shall obtain final documentation of M/WBE participation. The Zoo must have complete and acceptable documentation as determined by the Zoo of amounts paid to all project M/ WBE subcontractors/subvendors on file before the final payment is made to the prime contractor/vendor/organization.**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR/  
SUBCONTRACTOR/ SUBVENDOR/ ORGANIZATION TO CIVIL OR CRIMINAL PROSECUTION.

**NOTE: Failure to include a completed Supplier Diversity Utilization Statement will result in participation recorded as NONRESPONSIVE/ DISQUALIFIED at bid opening.**



# APPENDIX C

## PREVAILING WAGE ORDER

All Zoo projects over \$75,000 requires prevailing wage for any work being performed on Zoo grounds. Awarded bidders may self-perform installation but all installation must be coordinated with the site construction management company Tarlton.

### Missouri Division of Labor Standards WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 31

Section 096  
CITY OF ST. LOUIS CITY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
CITY OF ST. LOUIS CITY

Section 096

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.27
Boilermaker	\$41.79*
Bricklayer	\$62.43
Carpenter	\$58.84
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$49.54
Plasterer	
Communications Technician	\$62.02
Electrician (Inside Wireman)	\$72.22
Electrician Outside Lineman	\$85.68
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$99.87
Glazier	\$65.38
Ironworker	\$67.34
Laborer	\$51.44
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$46.59
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.83
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.47
Plumber	\$75.04
Pipe Fitter	
Roofer	\$56.40
Sheet Metal Worker	\$71.67
Sprinkler Fitter	\$77.73
Truck Driver	\$41.79*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for  
CITY OF ST. LOUIS CITY

Section 096

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$69.52
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$85.68
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.74
General Laborer	
Skilled Laborer	
Operating Engineer	\$67.08
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$41.79*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

## APPENDIX D

# STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

### State of Missouri

#### EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

ZOOLOGICAL PK SUBDIST OF METRO ZOOLOGICAL PK/MUSEU  
FOREST PARK  
ST LOUIS MO 63110

Missouri Tax ID  
Number: 12623491

Effective Date:  
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

(014050)



## **APPENDIX E**

# **POLICY ON SUPPLIER DIVERSITY ON SAINT LOUIS ZOO CONTRACTS**

**Revised:** July 15, 2023

# **POLICY ON SUPPLIER DIVERSITY ON SAINT LOUIS ZOO CONTRACTS**

## **I. POLICY**

It is the policy of the Saint Louis Zoo that disadvantaged-owned businesses, as defined herein, shall have the maximum opportunity to participate in the performance of contracts or sub-contracts of the Zoo. The Zoo shall take all necessary and reasonable steps to ensure that said businesses have the maximum opportunity to compete for and perform under all Zoo contracts. The Zoo or its Contracting Agencies shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

The method that the Saint Louis Zoo shall employ to implement this policy is the establishment of a goal of at least 25% Minority Business Enterprise participation and at least 5% Women Business Enterprise participation in contracts and purchases wherein Zoo funds are expended. This goal shall be pursued by the programs described below.

## **II. PROGRAM ADMINISTRATION**

- A. The Chief Financial Officer for the Saint Louis Zoo shall be charged with the overall responsibility for the administration and enforcement of this Policy on Supplier Diversity on Saint Louis Zoo Contracts. The Director of Procurement shall be charged with establishing procedures & implementation for the purpose of monitoring the Zoo's overall performance with respect to Minority and Women Business Enterprise participation. The duties and responsibilities of the Director of Procurement shall include:
  - 1. Developing and distributing a directory of certified disadvantaged-owned businesses.
  - 2. Reviewing on a regular basis, the progress of the Zoo toward achieving the goals for the utilization of Minority and Women Business Enterprises and prepare annual report concerning its progress in achieving the goals established in this policy reporting that progress which has been made, together with recommendations as to such further remedial action that should be taken, if any to the Zoo Commission.
  - 3. Working with Project Managers to establish the selection criteria for projects over \$25,000 to ensure M/WBE commitment is established as part of the evaluation/ award process.
  - 4. Working with Project Managers to establish a completed policy file for reference when multiple purchases with a vendor is over \$25,000 per year. The document is valid for three (3) years.
  - 5. Monitoring large Zoo projects to ensure Project Managers are tracking project goals and that those goals are followed and captured throughout the duration

of contracts to ensure all efforts are made to comply with the requirements of this policy.

6. Certifying whether or not the requirements of this policy have been satisfied before contracts are signed or countersigned. This will be captured in the project justification statement and confirmed by Campus Director.
  7. The advertisement for bids, if any, shall appear in the St. Louis Post Dispatch and the St. Louis American no later than 21 days before bids are due on specific contracting opportunities, except where the contracts are awarded on an emergency basis.
  8. All contract solicitations shall include this supplier diversity policy and any other materials required.
- B. It shall be the responsibility of each bidder and proposer to adhere to procedures and provisions set forth in this policy:
1. Each bidder and proposer must complete a Supplier Diversity Utilization Statement and identify therein its commitment, if any, to utilize M/WBE's. Any failure to complete and sign the Supplier Diversity Utilization Statement will result in the bid or proposal being declared nonresponsive and disqualified. In the response to an invitation to bid or request for proposal, the bidder or proposer shall provide proof of their M/WBE certification if applicable and include the names and certifications of Minority and Women Business Enterprises to whom it intends to award subcontracts, if any, the dollar value of the subcontracts and the scope of work to be performed.
  2. It is the bidder's or proposer's responsibilities to ensure all disadvantaged suppliers projected for use have been certified by recognized agencies, including local and national diverse-owned supplier development councils, centers, local, state, and federal government agencies, or nationally recognized chamber of commerce prior to bid opening. The Zoo will not accept self-certification or certification in process, but will note it when declared. All declared certifications must be attached to bid documents.
  3. The awardees of a contract must, for the duration of their contract, submit a copy of executed agreements with the disadvantaged business enterprises being utilized. Awardees will be required to submit disadvantaged business enterprises workforce participation with their pay application and/or invoice as well as annually at calendar fiscal year's end.
  4. The prime contract bidder must declare their workforce demographics upfront at time of the time of bid. Workforce, as defined by the Zoo, is the entire labor pool for a single company including professional and labor staff. If a vendor for some reason cannot disclose their organizations workforce demographics, a diversity statement shall be submitted as additional information.



5. The prime contract bidder should break its subcontracts down into discrete items or packages that at least some of the disadvantaged business enterprises in the relevant area may find economically feasible to perform.
6. The prime contract bidder should not deny a subcontract to an otherwise qualified and competitive disadvantaged business enterprises solely because the latter cannot perform an entire package of related items, but the bidder may deny a request to repackage the work where doing so would jeopardize scheduling or increase that bidder's cost of performing the original package by more than 5%.
7. The Zoo shall use at least part of any pre-bid meeting to encourage prime contractors/vendors and disadvantaged business enterprises to work together, providing an opportunity for all firms to identify themselves and for all disadvantaged business enterprises to identify the type(s) of work that they perform. The Zoo should also emphasize that it expects all firms to perform a commercially useful function.
8. Change orders whether made individually or in the aggregate, which alter the total dollar value of the original contract must maintain the level of disadvantaged business enterprises participation as established in the original contract. If the contractor/vendor is unable to meet its disadvantaged business enterprises contractual commitment, it must submit documentation of reasons for failure to meet the goals.

C. Bonding and Insurance

The prime contract bidder should be encouraged not to deny a subcontract to an otherwise qualified and competitive, and if necessary, certified disadvantaged business enterprises solely because the latter cannot provide a performance or payment bond for the work, unless the bidder's bonding is contingent upon bonding for all subcontractors/subvendors.

D. Written Policy

Independent and apart from its interest in any one project, the prime contract bidder should have a written policy stating that it affirmatively supports subcontracting to disadvantaged business enterprises and that bringing such firms into the mainstream of the involved industry is a priority for that firm. This policy shall be made available to the Zoo upon request.

E. Compliance tracking, monitoring, reporting and remedies for projects \$25,000 and above;

1. Tracking and monitoring system- The Purchasing office shall maintain a centralized tracking and monitoring system such as VIVA- IT or manually

depending on the size and scale of the project to ensure compliance with the supplier diversity commitments listed in bid documents and/or contract documents. The VIVA- IT system shall track subcontractor/ subvendor goals, commitments, and payments. VIVA- IT shall also monitor unauthorized subcontract substitutions, and late payments. A record of any discrepancies or proof of failure to comply with the contract goals and regulations shall be filed in the Purchasing office, and appropriate ramifications shall be determined.

2. Tracking compliance- VIVA- IT shall track a prime contractor's/ vendor's compliance with the Contract goal to ensure M/WBEs listed as subcontractors/ subvendors are utilized. In the absence of demonstration of a good faith effort, a prime contractor's / vendor's failure to meet an M/WBE subcontract goal during the contract term shall constitute a material breach of contract. The prime contractor / vendor shall be subject to remedies for such a breach.
3. Remedies- A Contractor, Vendor, Firm who fails to comply with the Compliance commitment set forth in this Part, including the timely and accurate filing of reports, contracts and subcontracts required herein, or knowingly and willfully provide false, erroneous, misleading or incorrect information or statements in connection with any material aspect of the Program or these Rules, shall be investigated by the Director of Procurement and Project Manager. The Director of Procurement will confer the non-compliance with the Chief Financial Officer to determine course of action. Remedies may include one or more of the following:
  - a. Remedies in law, policy or in equity;
  - b. Disqualification from eligibility to submit a bid or proposal for a Contract for a period not to exceed one year.

### **III. ZOO CONSTRUCTION AND IMPROVEMENT CONTRACTS**

This section shall be applicable to all contracts let for Zoo construction or improvements.

MBE and WBE participation shall be counted in accordance with the following provisions:

- A. The Zoo may count MBE or WBE participation only expenditures to MBEs and WBEs that perform commercially useful functions in the execution of a contract. An MBE or WBE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a MBE or WBE is performing a commercially useful function, the Zoo will evaluate the amount of work subcontracted, industry practices and other relevant factors.

- B. All contracts let by the Zoo for the construction services, the estimated cost of which exceeds \$25,000, shall be subject to this goal.
- C. The Zoo may count MBE or WBE participation as the total dollar value of a contract with an MBE or WBE prime contractor less any amount that is subcontracted to non- M/WBEs (noting any persons or firms that are identified as a certified disadvantaged owned business and are/ are not certified by a certifying authority).
- D. An enterprise that is owned and controlled by a minority woman will be counted as minority participation.
- E. The Zoo may count as MBE or WBE participation a portion of the contract value with a joint venture equal to the percentage of MBE or WBE participation in the joint venture. The joint venture must be certified by a Certifying Authority (as defined below) and the M/WBE participation in the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks and profits of the joint venture.
- F. The Zoo may count toward a bidder's MBE and WBE goals expenditures for material and supplies obtained from M/WBE suppliers and manufacturers, provided that the M/WBE assumes the actual and contractual responsibility for the provision of materials and supplies.
  - a. The Zoo may count a bidder's entire expenditure to a M/WBE manufacturer. Manufacturer is defined as an individual or entity that produces goods from raw materials or substantially alters them before resale.
- G. The Zoo may count as MBE and WBE participation the entire expenditure to certified MBE or WBE supplier, when the supplier:
  - a. Assumes the actual and contractual responsibility for furnishing the supplies and materials; and
  - b. Is recognized as a distributor by the industry involved in the contracted supplies and materials; and
  - c. Owns or leases a warehouse, yard, building or whatever other facilities are viewed as customary or necessary by the industry; and
  - d. Distributes, delivers and services products with their own staff and/or equipment.
- H. The Zoo may count as MBE and WBE participation only those firms that have been certified as MBE's and WBE's by local and national minority supplier development councils, women owned business development centers, Local, State, and Federal government agencies, or nationally recognized chamber of commerce ("Certifying Authority") prior to bid opening. If a firm listed by a bidder in its bid documents has not been so certified as MBE or WBE, the amount of participation it represents will be deducted from the total MBE or WBE participation proposed by the bidder.

- I. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local disadvantaged business enterprises firms are encouraged.
- J. Representatives of the Zoo or its designee shall make periodic visits to the project site to verify minority and women's business enterprise participation and staffing.
- K. Contracts totaling \$3 million and above include a three (3) month paid training program for a minority or woman individual.
- L. When awarding projects over \$25,000, Project Owners shall include M/WBE commitment as part of the selection criteria /evaluation process and include with a justification statement.
- M. For maximum consideration, the Zoo reserves the right to award the most responsive bidder whose proposal meets the project requirements, timing, pricing, geographical, sustainability and supplier diversity contract goals.

#### **IV. ZOO SERVICE CONTRACTS**

- A. It shall be the goal of each Contracting Agency where anticipated service contracts, including professional service contracts, for any year exceed the sum of \$25,000 in the aggregate that 25% of the aggregate value of contracts awarded each fiscal year be let with MBEs and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBEs.
- B. All contracts let by the Zoo for the services, the estimated cost of which exceeds \$25,000, shall be subject to this goal.
- C. All requests for services, including professional services, shall require proposers to make every good faith effort to utilize disadvantaged business enterprises as subvendors and suppliers whenever possible.
- D. Joint ventures or mentor-protégé relationships between vendors and subvendors with local disadvantaged business enterprises are encouraged.
- E. Participation of disadvantaged business enterprises located within the Zoo Museum District is preferred (City of St. Louis and St. Louis County, Missouri).

#### **V. ZOO SUPPLY CONTRACTS**

- A. The goal of the Zoo is that 25% of the value of all contracts let and purchases made by the Zoo shall be let or made with MBEs and that 5% of the value of all contracts let and purchases made by the Zoo shall be made with WBEs.
- B. All contracts let by the Zoo for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$25,000, shall be subject to this goal.

- C. Joint ventures or mentor-protégé relationships between vendors/ distributors, subvendors, and materials suppliers with local M/WBE firms are encouraged.
- D. Participation of disadvantaged business enterprises located within the Zoo Museum District (ZMD) is preferred.

#### **VI. ZOO ARCHITECTURE, ENGINEERING, & SURVEYOR CONTRACTS**

- A. It shall be the goal of each Contracting Agency where anticipated Architecture, Engineering & Surveyor contracts for any year exceed the sum of \$25,000 in the aggregate that 25% of the aggregate value of contracts awarded each fiscal year be let with MBEs and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBEs.
- B. All contracts let by the Zoo for the services, the estimated cost of which exceeds \$25,000, shall be subject to this goal.
- C. All requests for such services, including professional services, shall require proposers to make every good faith effort to utilize disadvantaged business enterprises as subcontractors/subvendors and suppliers whenever possible.
- D. Joint ventures or mentor-protégé relationships between prime contractors/vendors and subcontractors/subvendors with local disadvantaged business enterprises are encouraged.
- E. Participation of disadvantaged business enterprises firms located within the Zoo Museum District is preferred (City of St. Louis and St. Louis County, Missouri).

#### **VII. ZOO QUALIFICATION BASED SELECTION CONTRACTS**

- A. The submitter is to submit a supplemental form containing actual disadvantaged business enterprises information as project scope is known with work order.
- B. It is a requirement that the Zoo subsequently consents to such supplemental M/WBE information before moving forward with the proposed contract.

## GLOSSARY

For purposes of this policy, the following terms have the meanings indicated below:

**Certification:** The process by which the Saint Louis Zoo determines a person, firm or legal entity to be a bona fide MBE or WBE through a certifying agency. Recognized agencies, include local and national minority supplier development councils, women owned business development centers, Local, State, and Federal government agencies, or nationally recognized chamber of commerce.

**Contract:** a mutually binding legal relationship or any modification thereof obligating a vendor to furnish goods or services, including, but not limited to, construction and professional services. For purposes of these rules, a work order, binding quote and lease for services provided by a contractor/consultant/ vendor or subcontractor/subconsultant/ subvendor is considered to be a contract.

**Contracting Agency:** Any Agency or Department making a contract on behalf of the Saint Louis Zoo.

**Good Faith Effort:** all actions taken by a bidder or prime contractor/vendor consistent with the requirements, rules and procedures established by the Saint Louis Zoo to engage M/WBEs toward meeting the goals for minority and women business enterprise utilization.

**Disadvantaged Business Enterprise (DBE):** a sole proprietorship, partnership or corporation owned, operated and controlled by disadvantaged group members who have at least 51% ownership. The disadvantaged group member(s) must have day-to-day operational and managerial control and an interest in capital and earnings commensurate with his or her percentage of ownership.

**M/WBE:** Minority and Women Owned Business Enterprise

**M/WBE Utilization Plan:** the form detailing the goods and services to be provided by the prime contractor/vendor by each M/WBE list to meet the M/WBE goals. This form must be submitted at bid opening by each bidder and included the names(s) of all the M/WBE subcontractors/subvendors to be utilized in the contract, certification information, the items of work to be performed and their percentage of the bid amount.

**Minority Business Enterprise (MBE):** a sole proprietorship, partnership or corporation owned, operated and controlled by minority group members who have at least 51% ownership. The minority group member(s) must have day-to-day operational and managerial control and an interest in capital and earnings commensurate with his or her percentage of ownership.

**Minority Group Member(s):** persons legally residing in the United States who are African American, Asian-American, Native-American or Hispanic-American.

**Services:** defined as an any action of doing work, assistance, or consultation.

**Subcontractor:** provides services under contract to a prime contractor/vendor or other subcontractors/subvendors.

**Subvendor:** sells products and services to a primary vendor or distributor

**VIVA-IT Stars-** web-based software, diversity management reporting system the Zoo utilizes which is accessible to all prime contractors, vendors and consultants, regardless of tier, automates communication with prime contractors regarding compliance issues; permits submission of monthly utilization reports online; tracks progress toward supplier diversity goal attainment; and automates verification and concurrence of subcontractor payments. (implantation expected fall 2022)

**Women Business Enterprise (WBE):** a sole proprietorship, partnership or corporation owned, operated and controlled by a women or women who have at least 51% ownership. The women or women must have day to day operational and managerial control and an interest in capital and earnings commensurate with her or their percentage of ownership.

**Workforce:** the entire labor pool for a single company including professional and labor staff.

**Workforce Participation:** a form submitted by the contractor/vendor or agency on a monthly & year-end basis declaring workforce participation based on pay application/ invoice statements.