



Project Name: Secondary Food & Beverage Supplier RFP 2024

Project Number: 2024-01-031

Issue for Bid

Project Manual

Date: July 17, 2024

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INVITATION TO BIDDERS

PROJECT

Secondary Food & Beverage Supplier RFP 2024

SCOPE OF WORK

The Saint Louis (“Zoo”) Food & Beverage department is seeking proposals from vendors to establish a Vendor of Record as a secondary Food & Beverage supplier to create a pricing agreement with an awarded supplier(s) to act as a secondary supplier source for any exclusive or specialty items unique in nature or items which might be currently unavailable to purchase via the Zoo’s existing Master Distributor Program. Product categories included are as follows:

- Meat- Frozen
- Meat- Fresh
- Meat- Fresh Cuts
- Seafood
- Poultry
- Frozen Goods
- Canned and Dry Goods
- Paper & Disposables
- Smallwares & Utensils
- Kitchen Equipment

The pricing agreement is required for a term of two (2) years. The Zoo reserves the right to award one or multiple vendors in order to establish a preferred vendor(s) of record per product category.

BACKGROUND

The mission of the Saint Louis Zoo“ is to conserve animals and their habitats through animal management, research, recreation, and educational programs that encourage the support and enrich the experience of the public.” The Food & Beverage department is committed to supporting the Zoo’s mission by offering high quality products at a reasonable price to the millions of annual guests who visit the Zoo. The Saint Louis Zoo enjoys the support of the community through the Metropolitan Zoological Park & Museum District. For this reason, the Zoo will make every effort to return that support by contracting with qualified businesses within the District (comprised of St. Louis and St. Louis County) whenever possible.

OPERATIONAL OVERVIEW

1. Delivery Schedule
 - a. The Zoo is open to the public every day except New Year's Day and Christmas.
 - b. The receiving dock is open seven (7) days a week. 7:00 a.m. – 9:00 a.m. CST
 - c. Vendor deliveries are typically 1 or 2 times per week, depending on the season.
 - d. Specific vendor delivery days and times will be determined per vendor.
 - e. Off day deliveries must be available if needed.

2. Product Ordering and Receiving
 - a. Online ordering: The Zoo prefers its suppliers to have an on-line ordering system yet this is not a requirement.
 - b. Out of stock or mis-picked items: Items not delivered due to being out of stock or mis-picked at the warehouse will be expected to be replaced as quickly as possible and delivered via hot shot if needed on the same day.
 - c. Poor quality: The Zoo will refuse product at the delivery dock due to quality of product or over shipment of product. These items will be expected to be replaced as quickly as possible and delivered via hot shot if needed on the same day.

OVERVIEW

1. Pricing Structure:
 - a. The Zoo will only consider a True Cost-Plus Program.
 - b. Definition of True Cost: The price of any item sold to the Zoo under the winning agreement will be calculated on the basis of True Cost. "True Cost" is defined as the cost of the product as shown on the invoice to the distributor plus applicable freight only. No other charges should be added to the invoice. The invoice used to determine True Cost will be the invoice issued to the distributor by the supplier or by the purchasing department of the distributor. In cases where the invoice cost to the distributor is not a delivered cost. Applicable freight charges can be added to the cost of the product. Applicable freight charges are not to exceed the rate charged by nationally recognized carriers, operating between the same points, for the same quantity of product, and the same type of freight service.
 - c. The Zoo reserves the right to one annual price verification for purchases made under the selected distributor agreement.

2. Monthly Price Lock
 - a. Regularly purchased items: For any items the Zoo purchases on a regular basis, the Zoo will require a monthly price list of those items the awarded vendor no later than two (2) days prior to the final day of each contract month which reflect the coming months pricing updates.

- b. Price changes: Any pricing changes shall go into effect on the first of each month.
 - c. No pricing changes will be allowed outside of these parameters.
 - d. Exceptions are made on weekly market priced items.
3. Supplier Deals / Allowances
- a. Off-invoice pricing is the preferred method for any product deals.
 - b. Guaranteed pricing is preferred over case allowance deals.
 - c. The Saint Louis Zoo will work in conjunction with the distributor to acquire deals with manufactures.
 - d. In-house group purchasing organization (GPO) programs are welcome. However, these must not be all inclusive. The Zoo reserves the right to use the best product pricing deal available whether a self- solicited deal or via a GPO program deal.
 - e. All supplier product deals & allowances for the Zoo should be reflected on the sell price to the Zoo.

PROPOSAL SUBMISSION

As this Request for Proposal is for a non-exclusive purchasing agreement, there is no specific product or market basket pricing required for submission. The Zoo is requesting a mark-up percentage, per product category. The Zoo understands all items in every category on this list may not be carried. In such instances, mark that section as "N/A". Mark-up percentages can vary per category. Not carrying a specific category will not impact a bidder's chances of being selected as a vendor of record for a specific category.

The mark-up on all items must be guaranteed for a two-year term. Distributor's TRUE delivered cost may change but the Zoo's mark-up shall remain the same throughout the full term of the contract. The Zoo would prefer the mark-up to be consistent throughout all product categories, but can be broke down based on product category. (e.g. dairy, produce, dry)

The Zoo reserves the right to one annual price verification for purchases made under the selected distributor agreement.

ATTACHMENTS

1. Vendor Response Sheet, submitted in the Excel format provided

SELECTION CRITERIA

1. Product category necessity (25 points)
2. Pricing, mark-up percentage (25 points)
3. Customer service (15 points)
4. Flexibility of delivery (15 points)

5. References (5 points)
6. Sustainability (5 points)
7. Supplier diversity participation (5 points)
8. Tax base/Focus geography (5 points)

BID DOCUMENTS

Bid Documents will be available on **July 17, 2024** at: <https://stlzoo.org/vendoropportunities>

PROPOSAL QUESTIONS

All questions must be received by **July 31, 2024** for issuing of addendums. All emailed questions and answers will be shared with all responders. The source of the questions will remain anonymous. Addendums will be placed on the Zoo website as they become available: <https://stlzoo.org/vendoropportunities>. Any oral responses shall be unofficial and not binding on the Zoo.

BID DATE

Proposals will be accepted on or before **2:00 p.m. CST on August 8, 2024**. Only electronic submissions will be accepted. Please submit the Proposal as a single pdf to the following link. <https://stlzoopoc.egnyte.com/ul/4M1oluw1Nz>

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 CONTACTS

Questions concerning this solicitation shall be submitted via email to Candace Bingham, Director of Procurement at 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. 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 on bid form provided should be submitted in PDF format. Altered or erased prices will not be accepted.
3. Proposals will be accepted on or before **2:00 p.m. CST on August 8, 2024**. Only electronic submissions will be accepted. Please submit the Proposal as a single pdf to the following link. <https://stlzoopoc.egnyte.com/ul/4M1oluw1Nz>
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, phoned in, or emailed bids will **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).

B. Bid Proposal components and Attachments

1. Cost(s)
 - a. Performance and payment bonds are not required.
 - b. 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 B).

C. Minority Participation List

1. Bidder shall execute and include with Bid Proposal the Policy on Supplier Diversity on Saint Louis Zoo Contracts attachment to Bid Form (Appendix C).
- D. 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 Contractor'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.
- E. 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

APPENDIX A

**SAINT LOUIS ZOO
STIPULATED SUM BID FORM**

(Service- Non- Construction)

Secondary Food & Beverage Supplier RFP 2024

2024-01-031

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. BID DOCUMENTS

Bidder acknowledges review of the following documents:

A. Specifications

B. Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

II. 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.

III. MISCELLANEOUS BID REQUIREMENT

- 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 and Engineer 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. The Bidder declares that they have had an opportunity to examine the site of the work and they have examined the bid documents therefor, and that they have carefully prepared their bid upon the basis thereof and that they have carefully examined and checked this bid and the materials, equipment and labor required thereunder, the cost thereof, and their figures therefor, and hereby states that the amount or amounts set forth in this bid is/are correct and that no mistake or error has occurred in this bid.
- F. 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.

- G. 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.

IV. 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 _____ %

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

III. 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
Dollar Amount	\$	\$	\$
% of the Contract	%	%	%

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:

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

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

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 D

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 contacts 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.