



# Saint Louis Zoo

Animals Always®

**Project Name: Pest Control RFP 2020**

Issue for Bid

Project Manual

**Date: August 20, 2020**

Candace Bingham  
Director of Procurement  
Saint Louis Zoo  
One Government Drive  
St. Louis, MO 63110  
[cbingham@stlzoo.org](mailto:cbingham@stlzoo.org)  
Office: 314.646.4631

## TABLE OF CONTENTS

<b>INVITATION TO BIDDERS</b> .....	3
<b>PROJECT:</b> Pest Control RFP 2020 .....	3
<b>SCOPE OF WORK</b> .....	3
<b>INITIAL SET-UP &amp; SERVICE:</b> .....	4
<b>REQUEST FOR BID</b> .....	7
<b>THE BIDDING PROCESS</b> .....	7
<b>SELECTION OF SUCCESSFUL BIDDER AND CONTRACT AWARD</b> .....	8
<b>APPENDIX A</b> STIPULATED SUM BID FORM .....	10
<b>APPENDIX B</b> STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES .....	18
<b>APPENDIX C</b> POLICY ON M/WBE CONTRACTS.....	19

## INVITATION TO BIDDERS

**PROJECT:** Pest Control RFP 2020

### SCOPE OF WORK

**PEST INCLUDED:** Rats, mice, cockroaches, silverfish, ants, mosquitoes, and nesting yellow jackets and wasps that may require the use of lift equipment on the rare occasion.

**COMMUNICATION PACKAGE:** Contractor will provide service report concerning all findings at the completion of each service. The service report will be furnished to Brenda Hulen, Administrative Assistant of Animal Division. This service report should include at least the following information:

- Pest activity noted
- Structural and sanitation conditions
- Pesticides used (including percentage and EPA number)
- Quantity of pesticides used
- Location and technique of application
- Target pest treated
- Area treated
- Technician recommendations
- Missing/damaged/replaced rodent equipment
- Time in and time out

**DOCUMENTATION PACKAGE:** Contractor to provide a logbook for the filing of all service documents and an information package for the pest control program. Documentation will include:

- Approved pesticide list for the Zoo
- Specimen labels and MSDS of all approved pesticides
- Service report (see above)
- Rodent trap activity report
- Equipment placement maps
- Federal and state regulations
- Individual technician application license
- Contractor business license
- Certificate of insurance
- Pest sighting memo log book

**EMERGENCY SERVICES:** Covered pests will be administered free of additional charge. Contractor to initiate corrective measures within 24 hours of any call.

### **INITIAL SET-UP & SERVICE:**

- Install any necessary additional interior and exterior rodent control equipment.
- Install rodent equipment wall placards above all interior rodent traps.
- Number all interior and exterior rodent equipment.
- Lock and secure all bait stations. (BAIT STATIONS - Rodent bait stations must meet the label requirements for the rodenticide. Primarily, if bait can be shaken from the station, the station must be secured and immobilized. Stronger bait stations are needed in areas open to hoofed animals and primates than are needed in other areas.)
- Bait stations in public areas should be hidden from sight under artificial hollow rocks or other appropriate devices that are still accessible to rodents but minimize their visibility/accessibility to the public. (Example: see bait box along exterior of perimeter wall, just East of Café Kudu courtyard.
- Write and implement a complete schedule of services and their frequencies.
- Draw and submit a comprehensive map of the location of all pest control equipment.
- Submit a complete Approved Pesticide List for the Zoo.
- Meet with and discuss the partnership arrangement between the contractor and the curator for each area to develop an integrated pest control management program.
- During this initial phase, the contractor will still be responsible for all regular pest control services proposed in ongoing preventative service.
- Implement Documentation Package.
- Implement baiting program as required.
- Implement mosquito larva control programs as required.
- Treat areas, other than the lakes, which we cannot keep dry with an adult mosquito deterrent.

**ON GOING PREVENTIVE SERVICE:** Service to be provided during the hours of 8am to 5pm Monday through Friday. Exception is noted for emergency service requests, which must be responded to within 24 hours. Also, it is generally better to treat sphecids and vespids after daylight hours.

### **INSECT CONTROL PROGRAM, GENERAL:**

- Inspect and/or treat areas of potential pest activity.
- Insect treatments consist of EPA and Saint Louis Zoo approved pesticides. These materials will be directed into insect harborages in compliance with local regulatory requirements.
- Insect monitoring devices will be inspected to determine levels of insect activity.
- Document findings

### **FLYING INSECT CONTROL PROGRAM:**

- Inspect, clean, date, and initial all insect light traps if a light trap program is put in place.
- Replace light bulbs on an annual basis in the spring with shatterproof bulbs.
- Exterior baiting.
- Place mosquito larvacide as appropriate. Apply mosquito adult deterrent as appropriate.
- Document all findings.

**RODENT CONTROL PROGRAM:**

- Service to rodent equipment includes inspection, cleaning, dating, and initialing.
- Re-set multi-catch traps each service.
- Replace bait as needed in exterior bait stations.
- Inspect facility perimeters for evidence of rodent activity.
- Document all findings.
- Place sticky traps for rodents in appropriate and approved areas.

**QUALITY ASSURANCE:** Contractor shall offer:

- Quality Control Audits (For contractor and Zoo use only)
- Contractor or Regulatory Inspections
- Sanitation Inspections
- Mosquito control recommendations
- Incoming Shipment Inspections
- In-house Technical Training and Education

**PERSONNEL ASSIGNMENTS:** Contractor service personnel will have appropriate licenses and training to provide the Zoo with the highest quality services. Service personnel should visit the Zoo no less often than the schedule detailed below:

- Service Supervisor Monthly
- Licensed Service Technician Twice weekly
- Quality Control Auditor Quarterly

**MANDATORY PRE-BID MEETING & SITE INSPECTION:**

On **August 27, 2020 at 2:00 PM CST** via Zoom meeting. To access, go to:

- When: Aug 27, 2020 02:00 PM Central Time (US and Canada)
- Register in advance for this meeting:
- <https://stlzoo.zoom.us/meeting/register/tZAKf-qoqj8rG9Ylwwup4Ko8AW-YaOxrTmo5>
- After registering, you will receive a confirmation email containing information about joining the meeting.

**BID DATE:**

Sealed bids will be accepted on or before **September 9, 2020 at 3:00 pm CST**, submitted via **email to [cbingham@stlzoo.org](mailto:cbingham@stlzoo.org)**. A public opening will be held via Zoom meeting, immediately thereafter. To access, go to:

- When: Sep 9, 2020 03:00 PM Central Time (US and Canada)

- Register in advance for this meeting:
- <https://stlzoo.zoom.us/meeting/register/tZEkcuyrrDovHdKsp6ffwX-TdpBCi8KyLqPD>
- After registering, you will receive a confirmation email containing information about joining the meeting.

#### **BID DOCUMENTS:**

Bid Documents will be available on **August 20, 2020** at: [stlzoo.org/vendor](http://stlzoo.org/vendor)

**Please note: Failure to include a completed MBE/WBE participation form will result in participation recorded as ZERO at bid opening.**

#### **PROPOSAL QUESTIONS:**

All questions must be received by **September 2, 2020** for issuing of addendums. Addendums will be placed on the Zoo Website as they become available:  
[stlzoo.org/vendor](http://stlzoo.org/vendor)

#### **ZOO CONTACTS:**

If you have any questions, contact the individual listed below.

Candace Bingham  
Director of Procurement  
[cbingham@stlzoo.org](mailto:cbingham@stlzoo.org)  
314.646.4631

# 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.

## THE BIDDING PROCESS

### A. Pre-Bid Meeting and Site Inspection/s

1. The Saint Louis Zoo will hold a **Mandatory** Pre-Bid Meeting via Zoom for all interested Bidders on **August 27, 2020 at 2:00 PM CST. Bids will be accepted only from Contractors who have been in business for five (5) years or more and have attended the Pre-Bid Meeting.**
2. Bidders are directed to review carefully all details in executing a Contract, to carefully read the specifications, to examine the drawings included in these bid documents, and to inform themselves fully of the conditions under which the contract is to be performed. The Contractor will not be allowed additional compensation for items on which he has failed to inform himself prior to the bidding.
3. 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 he/she is entirely familiar with and thoroughly understands all such requirements.

### B. Bid Form and Submittal of Proposal

1. **Please note: Failure to include a completed MBE/WBE participation form will result in ZERO participation recorded at bid opening.**
2. Quotations on bid form provided should be submitted in PDF format. Altered or erased prices will not be accepted.
3. **Bids must be submitted via email by September 9, 2020 at 3:00pm and noted in subject line **Pest Control 2020** and Company Name to [cbingham@stlzoo.org](mailto:cbingham@stlzoo.org).**
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. Faxed and mailed bids will **not** be accepted.

### C. 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 not 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).

D. Minority Participation List

- 1. Bidder shall execute and include with Bid Proposal the Minority & Woman Owned Participation on Saint Louis Zoo Contract attachment to Bid Form (Appendix D).

E. Bid Bond – Not Required.

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 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.

G. Direct questions about this Request for Bid to: **Candace Bingham**.

## **SELECTION OF SUCCESSFUL BIDDER AND CONTRACT AWARD**

- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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

**SAINT LOUIS ZOO**  
**STIPULATED SUM BID FORM**  
(Service- Non- Construction)  
**Pest Control RFP 2020**

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. Drawings

C. Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

## **II. 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 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 he/she has had an opportunity to examine the site of the work and he/she has examined the bid documents therefor, and that he/she has carefully prepared his/her bid upon the basis thereof and that he/she has carefully examined and checked this bid and the materials, equipment and labor required thereunder, the cost thereof, and his/her 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.

## **III. BID SECURITY**

A bid security bond is not required on this project.

## **IV. INSURANCE REQUIREMENTS**

- 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.**

### **SAINT LOUIS ZOO GENERAL REQUIREMENTS:**

**\*\*While COVID-19 procedures are in place, all safety forms MUST be completed & submitted to Safety 2 business before entering Zoo grounds. Outside vendors or contractors (excluding delivery drivers), will be required to enter through one of the two designated staff entrances to have their temperatures checked before entry and fill out a COVID-19 health screening form. Updated PPE guidelines will be provided upon award. While on the Zoo campus, masks are expected to be worn at all times. \*\***

1. In the event of an emergency on Zoo grounds please call extension 2222. 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 and courtesy to all Zoo visitors at all times is a firm Zoo policy. All Contractors' personnel must observe this policy.
3. Contractor's personnel must stay within the confines of designated work areas at all times.
4. Contractor's personnel are at no time permitted to interfere with or touch the animals or interfere with the keeper-related activities.
5. Contractor's 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. Contractor's personnel shall wear proper working attire at all times. No clothing with offensive language or graphic images may be worn at any time while on the Zoo premises.
7. Contractor's personnel shall comply with all OSHA rules and regulations.
8. Normal work hours at the Zoo are 8:00 a.m. to 5:00 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 Zoo'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 the the Zoo's representative. Employees shall arrive in a crew truck or on foot. Access for employees' personal vehicles will not be allowed on the grounds.
11. All gates must be kept closed and locked at all times. Leaving a gate unlocked and / or unattended will result in a fine to the contractor of \$500 per occurrence.
12. The maximum speed within the Zoo grounds is 5 MPH. However the speed of the vehicle is dictated by the size of the crowd and may be considerably slower at times.
13. **IMPORTANT:** For entry and work in the Elephant Management Facility (EMF), the following is required: a documented tuberculous (TB) test within the last 12 months, an N95 mask (or higher) along with a valid fit test within the last 12 months, and respirator.

**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 \_\_\_\_\_  
Type)  
\_\_\_\_\_

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

Licensed to do business in Missouri?  
(Check one)  Yes  No  
(Seal if Bid is by corporation)

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

**IF A PARTNERSHIP**  
Partners:

State Name and Address of ALL

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**IF INDIVIDUAL**

Address for Communications:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**IF BIDDING AS A JOINT VENTURE** *(List all parties)*

_____	_____
_____	_____
_____	_____

**EMAIL ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
Signature for the Saint Louis Zoo

Saint Louis Zoo  
\_\_\_\_\_

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

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

Address for Communications:

1 Government Drive  
\_\_\_\_\_

St. Louis, MO 63110  
\_\_\_\_\_

# APPENDIX B

## State of Missouri EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

Missouri Tax ID Number: 12623491

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

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 from sales tax when fulfilling a contract with your Agency, or 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.

Issued to Missouri Tax ID Number 12623491

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.



**POLICY ON  
MINORITY & WOMAN  
OWNED BUSINESS PARTICIPATION ON  
SAINT LOUIS ZOO  
CONTRACTS**

**POLICY ON  
MINORITY AND WOMAN OWNED BUSINESS  
PARTICIPATION ON  
SAINT LOUIS ZOO CONTRACTS**

**SECTION ONE: DEFINITIONS**

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

1. 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.
2. Minority Group Member(s): persons legally residing in the United States who are African American, Asian-American, Native-American or Hispanic-American.
3. Women's Business Enterprise (WBE): a sole proprietorship, partnership or corporation owned, operated and controlled by a woman or women who have at least 51% ownership. The woman 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.
4. Certification: The process by which the Saint Louis Zoo determines a person, firm or legal entity to be a bona fide MBE or WBE.
5. Contracting Agency: Any Agency or Department making a contract on behalf of the Saint Louis Zoo.

**SECTION TWO: POLICY**

It is the policy of the Saint Louis Zoo, a political subdivision of the State of Missouri, that minority and women-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's Business Enterprise participation in contracts and purchases wherein Zoo funds are expended. This goal shall be pursued by the programs described below.

### **SECTION THREE: PROGRAM ADMINISTRATION**

1. The Chief Financial Officer for the Saint Louis Zoo shall be charged with the overall responsibility for the administration and enforcement of this Zoo Minority and Women Business Enterprise participation policy. 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's Business Enterprise participation. The duties and responsibilities of the Director of Procurement shall include:
  - Developing and distributing a directory of certified MBE's and WBE's.
  - Reviewing on a regular basis, the progress of the Zoo toward achieving the goals for the utilization of Minority Business Enterprises and Women's Business Enterprises and making an annual report in the first quarter of each year to the Zoo Commission, reporting that progress which has been made, together with recommendations as to such further remedial action that should be taken, if any.
  - Monitoring the Zoo throughout the duration of contracts to ensure that all efforts are made to comply with the requirements of this policy.
  - Certifying whether or not the requirements of this policy have been satisfied before contracts are signed or countersigned.
  - The advertisement for bids, if any, shall appear in the Saint Louis Post Dispatch and the Saint 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.
  - All contract solicitations shall include this MBE/WBE policy and any other materials required.
  
2. It shall be the responsibility of each bidder and proposer to adhere to procedures and provisions set forth in this policy:
  - Each bidder and proposer must complete an MBE and WBE Utilization Form and identify therein its commitment, if any, to utilize MBE's and WBE's. Any failure to complete and sign the MBE and WBE Utilization Form may result in the bid or proposal being declared nonresponsive. In the response to an invitation to bid or request for proposal, the bidder or proposer shall include the names of Minority Business Enterprises and Women's 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.
  - It is the bidder's or proposer's responsibilities to ensure all MBEs/WBEs projected for use have been certified by Saint Louis Airport Authority or the National Minority Supplier Development Council (NMSDC) prior to bid opening.
  - Whenever additional contract supplements, extra work orders or change orders are made that individually, or in aggregate, increase the total dollar value of the original contract, the contractor shall make every effort to maintain the level of MBE and WBE participation as established in the original contracts.

- The awardees of a contract must submit a copy of executed agreements with the MBE's and WBEs being utilized.
  - The prime contract bidder should break its subcontracts down into discrete items or packages that at least some of the MBEs/WBEs in the relevant area may find economically feasible to perform.
  - The prime contract bidder should not deny a subcontract to an otherwise qualified and competitive MBEs/WBEs 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%.
  - The Zoo shall use at least part of any pre-bid meeting to encourage prime contractors and MBEs/WBEs to work together, providing an opportunity for all firms to identify themselves and for all MBEs/WBEs 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.
  - The Zoo shall prepare monthly reports concerning its progress in achieving the goals established in this policy.
3. 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 MBE/WBE 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.
4. 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 MBEs/WBEs, and that bringing such firms into the mainstream of the construction industry is a priority for that firm. This policy shall be made available to the Zoo upon request.
5. Liaison with MBE/WBEs
- Independent and apart from its interest in any one project, the prime contract bidder should assign a senior official the responsibility of serving as a liaison between the firm and the MBEs/WBEs in the relevant area.
6. Scope Letter
- At least five business days before the date on which bids are due, the MBEs/WBEs should also give the prime contract bidder a scope letter that defines the items that the MBE/WBE would like to perform.

#### **SECTION FOUR: ZOO CONTRACTS**

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

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

- 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.
- The Zoo may count as a MBE or WBE participation the total dollar value of a contract with a MBE or WBE prime contractor less any amount that is subcontracted to non- MBEs/WBEs (including any persons or firms that are identified as MBE and/or WBE but are not so certified by the Saint Louis Airport Authority).
- The total dollar value of a contract with an enterprise owned and controlled by minority women may be counted as either minority or women's business participation, but not both. The Zoo must choose which category of participation to which the dollar value is applied.
- The Zoo may count as MBE or WBE participation a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE or WBE participation in the joint venture. The joint venture must be certified by the Saint Louis Zoo and the MBE and 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.
- The Zoo may count toward a bidder's MBE and WBE goals expenditures for material and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of materials and supplies.
  - The Zoo may count a bidder's entire expenditure to a MBE/WBE manufacturer. Manufacturer is defined as an individual or entity that produces goods from raw materials or substantially alters them before resale.
  - The bidder may count 20% of its expenditures to MBE/WBE suppliers that are not manufactures.
- The Zoo may count as MBE and WBE participation the entire expenditure to an MBE or WBE supplier, when the supplier:
  - Assumes the actual and contractual responsibility for furnishing the supplies and materials; and
  - Is recognized as a distributor by the industry involved in the contracted supplies and materials; and
  - Owns or leases a warehouse, yard, building or whatever other facilities are viewed as customary or necessary by the industry; and
  - Distributes, delivers and services products with their own staff and/or equipment.

- The Zoo may count as MBE and WBE participation only those firms that have been certified as MBE's and WBE's by Saint Louis Airport Authority or the National Minority Supplier Development Council (NMSDC) 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.
- Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
- 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.

### **SECTION FIVE: SERVICE CONTRACTS**

- It shall be the goal of each Contracting Agency where anticipated service contracts, including professional service contracts, for any year exceed the sum of \$50,000 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.
- All requests for services, including professional services, shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible.
- Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local M/WBE firms are encouraged.
- Participation of MBE/WBE firms located within the Zoo Museum District is preferred (City of St. Louis and St. Louis County, Missouri).

### **SECTION SIX: SUPPLY CONTRACTS**

- 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 MBE's and that 5% of the value of all contracts let and purchases made by the Zoo shall be made with WBEs.
- All contracts let by the Zoo for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$10,000, shall be subject to this goal.
- Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local M/WBE firms are encouraged.
- Participation of M/WBE firms located within the ZMD Tax District is preferred.

### **SECTION SEVEN: QUALIFICATION BASED SELECTION CONTRACTS**

- The submitter is to submit a supplemental form containing actual M/WBE information as project scope is known.
- It is a requirement that the Zoo subsequently consents to such supplemental M/WBE information before moving forward.

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

DATED: \_\_\_\_\_

SAINT LOUIS ZOO: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

COMPANY: \_\_\_\_\_

# SAINT LOUIS ZOO

## MBE/WBE UTILIZATION STATEMENT

**Policy:** It is the policy of the Saint Louis Zoo, that minority and women-owned businesses, as defined in the foregoing document, 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 agrees to ensure that minority and/or women-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 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 shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

### **Project and Bid Identification**

Complete the following information concerning the Project and Bid:

PROJECT NAME: \_\_\_\_\_

TOTAL BID: \_\_\_\_\_

CONTRACT MBE/WBE GOAL: 25% MBE and 5% WBE Participation

DOLLAR AMOUNT OF PROPOSED MBE: \$ \_\_\_\_\_

DOLLAR AMOUNT OF PROPOSED WBE: \$ \_\_\_\_\_

**Assurance**

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 will: (check one)

\_\_\_\_\_ Meet or exceed contract award goals and will provide participation as follows:

Minority Business Participation \_\_\_\_\_ Percent

Women-Owned Business Participation \_\_\_\_\_ Percent

\_\_\_\_\_ MBE/ WBE Certification Attached (must attached if contract goal is met)

\_\_\_\_\_ Fail to 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 follows:

Minority Business Participation \_\_\_\_\_ Percent

Women-Owned Business Participation \_\_\_\_\_ Percent

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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