



Project Name: Orthwein Animal Nutrition Center HVAC
Replacement RFP 2021

Project Number: 2021-01-030

Issue for Bid

Project Manual

Date: October 6, 2021

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INVITATION TO BIDDERS

PROJECT

Orthwein Animal Nutrition Center HVAC Replacement 2021

SCOPE OF WORK

The St Louis Zoo is requesting bids for the replacement of an existing HVAC system in the Orthwein Animal Nutrition Center. This will consist of removal of an existing rooftop air handler and cooling tower. New equipment is to be installed to replace the existing, as well as the installation of smaller, stand-alone systems within the same building.

DRAWINGS/ ATTACHMENTS

To access drawings/ attachments, please take the following link: <https://stlzoopoc.egnyte.com/fl/IHwc4BWY7r>

MANDATORY PRE-BID MEETING & SITE INSPECTION

At **9:00 AM CST on October 13, 2021** a **mandatory** pre-bid meeting will be held in the Bayer Theater in the lower level of the Living World at the North entrance.

BID DOCUMENTS

Bid Documents will be available on October 6, 2021 at: stlzoo.org/vendor

NOTE: Failure to include a completed MBE/WBE participation form will result in participation recorded as NONRESPONSIVE/ DISQUALIFIED at bid opening.

PROPOSAL QUESTIONS

All questions must be received by **close of business on October 20, 2021** 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: stlzoo.org/vendor. Any oral responses shall be unofficial and not binding on the Zoo.

BID DATE

Proposals will be accepted on or before **2:00 PM CST on October 27, 2021**. Only electronic submissions

will be accepted. Please submit the Proposal as a single pdf to the following link.

<https://stlzoopoc.egnyte.com/ul/QVmpUfSNp9>

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

ZOO CONTACT

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. Pre-Bid Meeting and site Inspection/s

1. The Saint Louis Zoo will hold a **mandatory** Pre-Bid Meeting for all interested Bidders at 9:00am on October 13, 2021 in the Bayer Theater, located in the lower level of The Living World. **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 inspect the site and to investigate all conditions involved 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. **Note: Failure to include a completed MBE/WBE participation form 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. **Bids must be emailed on or before 2:00 PM CST on October 27, 2021, and uploaded to the following link: <https://stlzoopoc.egnyte.com/ul/QVmpUfSNp9>**
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, emailed 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. A separate cost **is required** to provide 100% performance and payment bonds for the total cost of this project
- 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).
- c. Bids will include cost of delivery to jobsite of all materials.
- d. Workers' wages shall be paid in accordance to the Missouri Division of Labor Standards (Refer to Appendix B).
 - (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).
 - (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

- 1. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required

under Section 292.675,RSMo, unless they have previously completed the program and have documentation of having done so.

2. The contractor will forfeit a penalty to the contracting public body of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675 RSMo).

E. 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).

F. Bid Bond – Not Required.

G. 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.

H. 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. 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

V. ARCHITECTURAL SEAL, PERMITS, CODE COMPLIANCE

- 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 architect 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 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 in Microsoft Word.
- 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 him/her in the executing of the Contract.
- C. The Contractor shall be responsible for the work of all Subcontractors employed by him/her and shall keep all work under his/her 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 one (1) full year 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. Utilities: Existing electrical power and water service to the construction area is available in the building for construction purposes without cost to the Contractor.
2. Sanitary Facilities: Toilet facilities are available to the Contractor on the Zoo grounds.

- 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 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 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 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 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.
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 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.

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.

F. Barricades, Chutes, and Enclosures

1. Furnish and install all barricades are required to protect the public and Zoo employees and workmen. 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 buildings, structures, other facilities, landscaping, persons, 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.

**SAINT LOUIS ZOO
STIPULATED SUM BID FORM**

Orthwein Animal Nutrition Center HVAC Replacement 2021

Date: 9/21/2021

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. UNIT PRICES

Bidder shall price Project on a unit price basis as specified in the Bid Documents Scope of Work, at rates specified herein:

- A. _____ (Add/Deduct) \$ _____ / _____
- B. _____ (Add/Deduct) \$ _____ / _____
- C. _____ (Add/Deduct) \$ _____ / _____
- D. _____ (Add/Deduct) \$ _____ / _____
- E. _____ (Add/Deduct) \$ _____ / _____
- F. _____ (Add/Deduct) \$ _____ / _____
- G. _____ (Add/Deduct) \$ _____ / _____
- H. _____ (Add/Deduct) \$ _____ / _____
- I. _____ (Add/Deduct) \$ _____ / _____
- J. _____ (Add/Deduct) \$ _____ / _____
- K. _____ (Add/Deduct) \$ _____ / _____
- L. _____ (Add/Deduct) \$ _____ / _____
- M. _____ (Add/Deduct) \$ _____ / _____
- N. _____ (Add/Deduct) \$ _____ / _____
- O. _____ (Add/Deduct) \$ _____ / _____
- P. _____ (Add/Deduct) \$ _____ / _____
- Q. _____ (Add/Deduct) \$ _____ / _____
- R. _____ (Add/Deduct) \$ _____ / _____

S. _____ (Add/Deduct) \$ _____ / _____

T. _____ (Add/Deduct) \$ _____ / _____

U. _____ (Add/Deduct) \$ _____ / _____

V. _____ (Add/Deduct) \$ _____ / _____

W. _____ (Add/Deduct) \$ _____ / _____

X. _____ (Add/Deduct) \$ _____ / _____

Y. _____ (Add/Deduct) \$ _____ / _____

Z. _____ (Add/Deduct) \$ _____ / _____

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

V. BID DOCUMENTS

Bidder acknowledges review of the following documents:

- A. Specifications
- B. Drawings
- C. Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____

VI. 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.

VII. BID SECURITY

A Bid security bond is not required on this project.

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 or Type)

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

Address for Communications:

IF A PARTNERSHIP

State Name and Address of ALL Partners:

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

Prevailing Wage Order

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 100
ST. LOUIS COUNTY

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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$62.26
Boilermaker	\$58.09
Bricklayer	\$53.70
Carpenter	\$57.89
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.31
Plasterer	
Communications Technician	\$58.07
Electrician (Inside Wireman)	\$68.00
Electrician Outside Lineman	*\$38.20
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$87.84
Glazier	\$60.37
Ironworker	\$63.64
Laborer	\$49.76
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.88
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.72
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$47.17
Plumber	\$71.65
Pipe Fitter	
Roofer	\$53.48
Sheet Metal Worker	\$69.10
Sprinkler Fitter	\$73.39
Truck Driver	*\$38.20
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less 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.

Heavy Construction Rates for
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$59.71
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$66.94
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.52
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.87
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.97
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 less 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 C

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, 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 tax 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 & WOMEN
OWNED BUSINESS PARTICIPATION ON
SAINT LOUIS ZOO
CONTRACTS**

Revised: July 15, 2021

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

SECTION ONE: POLICY

It is the policy of the Saint Louis Zoo 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 Business Enterprise participation in contracts and purchases wherein Zoo funds are expended. This goal shall be pursued by the programs described below.

SECTION TWO: 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 Policy on Zoo Minority and Women Owned Business Participation 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:
 - a. Developing and distributing a directory of certified M/WBE businesses.
 - b. Reviewing on a regular basis, the progress of the Zoo toward achieving the goals for the utilization of Minority Business Enterprises and Women 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.
 - c. Monitoring the Zoo throughout the duration of contracts to ensure that all efforts are made to comply with the requirements of this policy.
 - d. Certifying whether or not the requirements of this policy have been satisfied before contracts are signed or countersigned.
 - e. 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.
 - f. All contract solicitations shall include this M/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:
 - a. Each bidder and proposer **must** complete an M/WBE Utilization with Assurance Form and identify therein its commitment, if any, to utilize MBE's and WBE's. **Any failure to complete and sign the M/WBE Utilization Form 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 include the names 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.
 - b. It is the bidder's or proposer's responsibilities to ensure all M/WBEs projected for use have been certified by recognized agencies, including local and national minority supplier development councils, women owned business development 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.
 - c. 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 M/WBE participation as established in the original contracts.
 - d. The awardees of a contract must, for the duration of their contract, submit a copy of executed agreements with the M/WBEs being utilized. Awardees will be required to submit M/WBE workforce participation at the end of each calendar fiscal month as well as annually at calendar fiscal year's end.
 - e. 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.
 - f. The prime contract bidder should break its subcontracts down into discrete items or packages that at least some of the M/WBEs in the relevant area may find economically feasible to perform.
 - g. The prime contract bidder should not deny a subcontract to an otherwise qualified and competitive M/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%.
 - h. The Zoo shall use at least part of any pre-bid meeting to encourage prime contractors and M/WBEs to work together, providing an opportunity for all firms to identify themselves and for all M/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.
 - i. The Zoo shall prepare monthly reports concerning its progress in achieving the goals established in this policy.
 - j. Change orders whether made individually or in the aggregate, which alter the total dollar value of the original contract must maintain the level of M/WBE participation as established in the original contract. If the Contractor is unable to meet its M/WBE contractual commitment, it must submit documentation of reasons for failure to meet the goals.

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 M/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 M/WBEs 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.

5. Liaison with M/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 M/WBEs in the relevant area.

6. Scope Letter

At least five business days before the date on which bids are due, the M/WBEs should also give the prime contract bidder a scope of work letter that defines the items that the M/WBE would like to perform.

SECTION THREE: 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:

1. 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.
2. 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 a certifying authority).
3. The total dollar value of a contract with an enterprise that is owned and controlled by a minority woman will be counted as minority participation.
4. 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 a Certifying Authority (as defined below) 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.

5. 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.
6. 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.
7. 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.
8. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
9. 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.
10. Contracts totaling \$3 million and above include a 3 month paid training program for a minority or woman individual.

SECTION FOUR: SERVICE CONTRACTS

1. 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.
2. All requests for services, including professional services, shall require proposers to make every good faith effort to utilize M/WBE firms as subcontractors and suppliers whenever possible.
3. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local M/WBE firms are encouraged.
4. Participation of M/WBE firms located within the Zoo Museum District is preferred (City of St. Louis and St. Louis County, Missouri).

SECTION FIVE: SUPPLY CONTRACTS

1. 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.

2. 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.
3. Joint ventures or mentor-protégé relationships between prime contractors/distributors, subcontractors, and materials suppliers with local M/WBE firms are encouraged.
4. Participation of M/WBE firms located within the Zoo Museum District (ZMD) is preferred.

SECTION SIX: ARCHITECTURE, ENGINEERING, & SURVEYOR CONTRACTS

1. 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.
2. All requests for such 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.
3. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local M/WBE firms are encouraged.
4. Participation of M/WBE firms located within the Zoo Museum District is preferred (City of St. Louis and St. Louis County, Missouri).

SECTION SEVEN: QUALIFICATION BASED SELECTION CONTRACTS

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

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 on file before the final payment is made to the prime contractor/ organization.

Dated: _____

Saint Louis Zoo: _____

Title: _____

Contractor/ Representative: _____

Organization: _____

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/ organization 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/ 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/ organization 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 M/WBE Goal: 25% MBE and 5% WBE Participation

Dollar amount of proposed MBE: \$ _____

Dollar amount of proposed WBE: \$ _____

Workforce Demographic Declaration

Define your employee demographics for minority & women. Workforce, as defined by the Zoo, is the entire labor pool for a single company including professional and labor staff.

Minority _____ %

Women _____ %

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- Owned Business Commitment _____ Percent

Women-Owned Business Commitment _____ Percent

_____ 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 follows:

Minority- Owned Business Commitment _____ Percent

Women-Owned Business Commitment _____ Percent

Certification Status (if declared, certification must be attached)

_____ MBE _____ WBE _____ Other _____ Not Applicable

Name of Company

By

Title

Date

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

APPENDIX A

DEFINITIONS

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.

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 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 Minority 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 Own Business Enterprise

M/WBE Utilization Plan: the form detailing the goods and services to be provided by the prime contractor 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 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.

Women's 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 or agency on a monthly & year-end basis declaring workforce participation based on pay application/ invoice statements.