



# Saint Louis Zoo

Animals Always®

## **Project Name: Caricatures & Face Painting Program RFP 2020**

Issue for Bid

Project Manual

**Date: July 15, 2020**

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## INVITATION TO BIDDERS

**PROJECT:** Caricatures & Face Painting Program RFP 2020

**SCOPE OF WORK:** The intent of this Request for Proposal is to establish an agreement to provide caricature and face painting services at the Saint Louis Zoo on a non-exclusive basis as required for a term of four (4) years with an options to extend two (2) years if mutually agreed upon by both parties. The bidder may choose to bid on each program individually or combine and specify accordingly. All pricing for the core items are to remain firm for the four (4) years of the contract. Eligible vendors must meet all of the following guides for consideration.

### TERM

- The term of this contract is January 1, 2021 to December 31, 2024.
- The optional 2-year extension is January 1, 2025- December 31, 2026.
- Should either the chosen vendor or the Saint Louis Zoo wish to terminate the terms of the agreement early, they may do so without any penalty provided one (1) month written notice is given.

### SCOPE OF WORK -CARICATURE PROGRAM

#### OPERATION

1. The Zoo is seeking the operation of the caricatures program and will be provided with two locations on Zoo grounds. These locations are located at the North Retail Plaza and the Wild Station Plaza.
  - a. Should the vendor require that either of the provided locations will not be acceptable, they may submit an alternate site for consideration. Unless the site is accepted, the bid must reflect the two locations as noted.
  - b. The vendor may suggest at this time (or during the term) a third location to operate this program.
2. The vendor is to have their operating stations open for business in accordance with the agreed upon schedules approved by the Zoo.
  - Hours can be modified at any time as long as the vendor is given 24 hour advance notice.

3. The Zoo reserves the right to restrict the guides of what will be acceptable ages for person's to participate in the program's operation.
4. The Zoo will provide a single person point of sale station at the two established locations and should an agreement be reached, a third.
  - a. Training on the point of sale system will be provided by the Zoo.
  - b. Access to reporting information will be provided to the vendor based on agreed upon schedule and needs.
  - c. Compliance with all Zoo policies for cash handling must be followed, and accepted based on the current policy. As defined, if the overall Zoo policy changes at any point during the term, the rules change is immediate and the policy at the time of the bid is not prevailing throughout the term.
    - i. With specific regard to the common practice of tipping, the Zoo has a blanket policy of not accepting tips or any behavior that encourages tipping. Under no circumstances can these be accepted.
    - ii. With specific regard to the practice of sharing register drawers, the Zoo does not allow employees to share drawers or operate with multiple people under one login.
      - Should the vendor wish to operate a station with dual drawers, allowing for two employees at a station to use a cash register, the cost to set this up and purchase the equipment would wholly rest on the vendor. The Zoo would facilitate sourcing and installation.
5. Vendor to provide services for outside clients through the Zoo's Sales & Catering Department. Vendor will provide an hourly rate for services based on a fair and discounted price compared to price for the general public.
  - a. Revenues to be split based on revenue share.
  - b. The vendor shall not be the exclusive provider of their service, rather they will have the right of first refusal, should they refuse to do an event, the Zoo or the client may hire another vendor for that instance.
6. Vendor to provide services for the Zoo as a client, where the price is fair and discounted.
  - The vendor will keep 100% of revenues where the Zoo is the client.
7. Vendor's onsite lead shall be required to attend any meeting the Zoo deems necessary as part of facilitating operations of the Zoo.

## REVENUE

1. The Zoo requests a revenue split agreement. Please specify proposed revenue split as a percentage.
2. Zoo net revenue is determined after any applicable taxes are deducted. Collection and payment of any applicable taxes are the responsibility of the vendor, and should be built into the approved price to the Zoo visitor.

- a. The vendor is to provide the tax rate they will be required to pay annually to the Zoo in January, and any additional subsequent changes to the rate that may occur during the calendar year. Should the vendor fail to advise the Zoo of a change, the vendor will be solely responsible for any financial burden incurred.
- b. The Zoo shall also withhold the Vendor's portion of credit card fees and any one time charges agreed upon the Zoo incurs, but are at the vendor's expense.
  - Example: If the vendor chose to have the Zoo process drug and background tests for their employees, the Zoo would pay the cost, but take reimbursement via the monthly calculation.
3. Any positive or negative variance in collected revenues vs. posted revenue shall be split between the Zoo and the Vendor based on the revenue share.
4. Zoo collects all revenue daily. The Zoo will send vendor revenue share once a month, representing the revenue due for the previous month.
  - The payment shall be processed by the 15th of the month and mailed by the 20th of the month.
5. The vendor shall accept credit cards, and be responsible for each month's fees equal to the percentage of cost based on the same percentage the revenue shall be split by.
6. The Zoo shall provide the vendor all starting banks (revenue) to begin operations for the day, and to be returned to the Zoo Cash Room at close of business with all revenue collected for the day.

## **EMPLOYEES**

1. Vendor expenses: Zoo uniforms, employee attendance to Zoo orientation and any other required training, background checks and drug testing.
  - The vendor at their discretion may pass these expenses onto their employees.
2. Employees are required to ride Zoo shuttle on mandatory days. When not shuttling, employees may park on Zoo lots at no charge.
3. Vendor employees are eligible to receive food at most Zoo restaurants at a discounted rate of 50%.
4. Employees must abide by all Zoo rules and regulations. Zoo is authorized to address disciplinary actions when necessary and report those actions to vendor.
  - a. Uniform policy- as noted, uniforms are at the vendor's expense. However, they are required and 100% compliance with the policy is mandatory. The vendor may designate one member of their team as a manager, who may wear business casual clothes.
  - b. Disciplinary action- the Zoo reserves the right to send the vendors employees home as part of disciplinary action, as well as indicate if an employee will be allowed to continue to work on the Zoo grounds.
5. Employees must attend any Zoo operated training class that is deemed necessary or appropriate.

## **IMAGES/ARTWORK/LOCATIONS/FACILITIES**

1. The Zoo must approve all images and artwork before use on grounds.
2. Locations of vendor buildings, art and images must be approved by the Zoo in advance.
3. Any building, cart, stand, etc. used or constructed by the vendor must be approved by the Zoo.
  - a. Approved guidelines will be provided by the Zoo.
  - b. The vendor holds sole responsibility for maintenance of upkeep of vendor owned facilities and equipment.

## **COLLECTIONS, REPORTS & RECORDS**

1. Vendor to call the Zoo's Ranger Base within one hour of a location closing to have the end of day revenues conveyed to the Zoo's Cash Room.
  - This should include in addition to all revenues, all receipts and other cash register materials evidencing sales transactions.
2. Vendor reports of sales and transactions, should be commensurate to Zoo' reporting system.
  - Including the broken out quantities of all products sold based on price points on a daily basis.
3. The Zoo shall calculate all revenues, credit card fees, and generate a month report summarizing the activity of the program including the vendor revenue due and provide this report to the Vendor.

## **SCOPE OF WORK- FACE PAINTING PROGRAM**

### **OPERATION**

1. The vendor will be provided with three locations on Zoo grounds to operate the Face Painting Program. These locations shall be located at the North Entrance in the Living World, Children's Zoo Entry and the Carousel Plaza.
  - a. Should the vendor require that any of the provided locations will not be acceptable, they may submit an alternate site for consideration. Unless the site is accepted, the bid must reflect the three noted locations.
  - b. The vendor may suggest at this time or during the term a fourth location to operate this program.
2. The vendor is to have their operating stations open for business in accordance with the agreed upon schedules approved by the Zoo.
  - Hours can be modified at any time as long as the vendor is given 24 hour advance notice.
3. The Zoo reserves the right to restrict the guides of what will be acceptable ages for person's to participate in the program's operation.

4. The Zoo will provide a single person point of sale station at the two established locations and should an agreement be reached, a third.
  - a. Training on the Point of Sale will be provided by the Zoo.
  - b. Access to reporting information will be provided to the vendor based on agreed upon schedule and needs.
  - c. Compliance with all Zoo policies for cash handling must be followed and accepted based on the policy of the time. As defined, if the overall Zoo Policy changes at any point during the term, the rules change is immediate and the policy at the time of the bid is not prevailing through the whole term.
    - i. With specific regard to the common practice of tipping, the Zoo has a blanket policy of not accepting tips or any behavior that encourages tipping. Under no circumstances can these be accepted.
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7. Vendor's onsite lead shall be required to attend any meeting the Zoo deems necessary as part of facilitating operations of the Zoo.

## **REVENUE**

1. The Zoo requests a revenue split agreement. Please specify proposed revenue split as a percentage.
2. Zoo net revenue is determined after any applicable taxes are deducted. Collection and payment of any applicable taxes are the responsibility of the vendor, and should be built into the approved price to the Zoo visitor.
  - a. The vendor is to provide the tax rate they will be required to pay annually to the Zoo in January, and any additional subsequent changes to the rate that may occur

- during the calendar year. Should the vendor fail to advise the Zoo of a change, the vendor will be solely responsible for any financial burden incurred.
- b. The Zoo shall also withhold the Vendor's portion of credit card fees and any one time charges agreed upon the Zoo incurs, but are at the vendor's expense.
    - i. Example: If the vendor chose to have the Zoo process drug and background tests for their employees, the Zoo would pay the cost, but take reimbursement via the monthly calculation.
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  - a. Uniform policy- as noted, uniforms are at the vendor's expense. However, they are required and 100% compliance with the policy is mandatory. The vendor may designate one member of their team as a manager, who may where business casual clothes.
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3. Any building, cart, stand, etc. used or constructed by the vendor must be approved by the Zoo.



- a. Approved guidelines will be provided by the Zoo.
- b. The Vendor holds sole responsibility for maintenance of upkeep of vendor owned facilities and equipment.

## **COLLECTIONS, REPORTS & RECORDS**

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2. Vendor reports of sales and transactions, should be commensurate to Zoo' reporting system.
  - Including the broken out quantities of all products sold based on price points on a daily basis.
3. The Zoo shall calculate all revenues, credit card fees, and generate a month report summarizing the activity of the program including the vendor revenue due and provide this report to the Vendor.

## **BID DATE:**

Sealed bids marked with project name will be accepted on or before **August 5, 2020 at 9:00 AM CST, emailed to [cbingham@stlzoo.org](mailto:cbingham@stlzoo.org).**

A public opening will be held via Zoom meeting immediately thereafter.

Candace Bingham is inviting you to a scheduled Zoom meeting.

- When: August 5, 2020 09:00 AM Central Time (US and Canada)
- Register in advance for this meeting:
- [https://stlzoo.zoom.us/meeting/register/tZwsf-CprTgoG9NmWSS-ANli3-qojM\\_RA6dN](https://stlzoo.zoom.us/join/91234567890)
- After registering, you will receive a confirmation email containing information about joining the meeting.

## **BID DOCUMENTS:**

Bid Documents will be available on **July 15, 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 **July 29, 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.

## I. THE BIDDING PROCESS

### A. 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 should be typewritten or in ink on Bid Form provided. Altered or erased prices will not be accepted.
3. **Bids must be emailed by August 5, 2020 at 9:00 AM CST and noted in subject line **Caricatures & Face Painting Program 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 bids shall **not** be accepted. Bid proposal, in a sealed envelope, clearly marked "shall be delivered to the Saint Louis Zoo Distribution Center on Wells Drive (Gate #5)", or mailed to:

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

### B. 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. 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).
- D. Bid Bond – Not Required.
- E. 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.
- F. 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

**SAINT LOUIS ZOO  
STIPULATED SUM BID FORM**

(Non- Construction)

**Caricatures & Face Painting Program 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 Distribution Center  
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. BID DOCUMENTS**

Bidder acknowledges review of the following documents:

A. Specifications

B. Drawings

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

Dated \_\_\_\_\_

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

Dated \_\_\_\_\_

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

Dated \_\_\_\_\_

### **III. 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.

### **IV. 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  
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**

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

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

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

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

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

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

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

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Signature for the Saint Louis Zoo

Saint Louis Zoo

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Signature of Officer

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Name and Title (Print)

Address for Communications:

1 Government Drive

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St. Louis, MO 63110

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# 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.



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

Revised 10/8/2019

**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 Minority or Women's Enterprise.
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 in the following document, shall have the maximum opportunity to participate in the performance of contracts or sub-contracts financed by Zoo funds, in whole or in part. The Zoo or its assigned Contracting Agencies 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 the Zoo's Minority and Women Business Enterprise participation policy. The Purchasing Department shall be charged with establishing procedures & implementation for all Contracting Agencies 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 Purchasing Department shall include:
  - Developing and distributing a directory of certified MBE's and WBE's.
  - Reviewing on a regular basis, the progress of each Contracting Agency toward achieving the goals for the utilization of Minority and Women's Business Enterprises and making an annual report in the first quarter of each year to the Commission, reporting that progress which has been made, together with recommendations as to such further remedial action that should be taken, if any.
  - Monitoring Contracting Agencies throughout the duration of contracts to ensure that all efforts are made to comply with the requirements of this policy.
  - Certifying that 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 and/or City Journal Newspapers 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 the 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 will 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 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 that all M/WBE's projected for use have been certified by the 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 WBE's being utilized.

- The prime contract bidder should break its subcontracts down into discrete items or packages that at least some of the M/WBE's 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 M/WBE's 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 M/WBE's to work together, providing an opportunity for all firms to identify themselves and for all M/WBE's 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 Contracting Agency shall make monthly reports to the Zoo concerning the agency's 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 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/WBE's, 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/WBE's
- 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/WBE's in the relevant area.
6. Scope Letter
- At least five business days before the date on which bids are due, the M/WBE's should also give the prime contract bidder a scope letter that defines the items that the M/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:

- A Contracting Agency may count MBE or WBE participation only expenditures to MBE's and WBE's 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.
- A Contracting Agency 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- MBE's/WBE's (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 Contracting Agency must choose which category of participation to which the dollar value is applied.
- A Contracting Agency 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.
- A Contracting Agency 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.
  - A Contracting Agency 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 twenty percent (20%) of its expenditures to MBE/WBE suppliers that are not manufactures.
- A Contracting Agency 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.
- A Contracting Agency may count as MBE and WBE participation only those firms that have been certified as MBE's and WBE's by the 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 Contracting Agency and/or 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 MBE's and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBE's.
- 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 M/WBE firms located within the ZMD Tax District is preferred.

#### **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 WBE's.
- All contracts let by the Zoo for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$5000, 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.

**At contract completion, the Contracting Agency shall obtain final documentation of MBE and WBE participation. The Contracting Agency 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, a sub district of the City and County of Saint Louis, that minority and women-owned businesses, as defined in the following document, shall have the maximum opportunity to participate in the performance of contracts or sub-contracts financed by Zoo funds, in whole or part. The Zoo or its assigned Contracting Agencies shall take all necessary and reasonable steps to ensure that said business 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.

**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.



