



**Project Name:** Event Tent Restrooms RFP 2021

**Project Number:** 2021-01-045

Issue for Bid

Project Manual

**Date:** November 24, 2021

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## **INVITATION TO BIDDERS**

### **PROJECT**

Event Tent Restrooms 2022

### **SCOPE OF WORK**

The Saint Louis Zoo is seeking proposals for the non-exclusive supply and delivery of a seasonal, portable restroom for the event tent, for a period of two (2) years with an additional option to extend for an additional two (2) years, at the sole discretion of the Saint Louis Zoo, all in accordance with the attached requirements, Instructions, Terms and Conditions, Specifications, Price Schedule.

1. One (1) ADA accessible, VIP portable unit delivered to the event tent for a six (6) month period. Three (3) Unisex stalls (preferred) and able to be lowered to ground level.
2. On-call services must be available.
3. All services to be completed by 9:00 AM CST.
4. Length no longer than 20' in total (with hitch) due to placement location.
5. Placement of trailer will be directed by the Saint Louis Zoo at time of delivery.
6. Water and electric hookups will be available.
7. Sufficient supplies to be included to stock the trailers between services.
8. Zoo Housekeeping staff will be responsible for calling in additional services, repairs and supply needs.
9. Photos and description of the proposed restroom is required with the proposal submission.

### **BID DOCUMENTS**

Bid documents will be available on **November 24, 2021** at  
<https://www.stlzoo.org/about/contact/vendoropportunities>

### **PROPOSAL QUESTIONS**

All questions must be received by **December 8, 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](http://stlzoo.org/vendor). Any oral responses shall be unofficial and not binding on the Zoo.

**BID DATE**

Proposals will be accepted on or before **3:00 PM CST on December 15, 2021**. Only electronic submissions will be accepted. Please submit the Proposal as a single pdf to the following link.

<https://stlzoopoc.egnyte.com/ul/CLZSc7ovYt>

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

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

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

**ZOO CONTACTS**

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

## REQUEST FOR BID

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

### I. THE BIDDING PROCESS

#### A. 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. Proposals will be accepted on or before **3:00 PM CST on December 15, 2021**. Only electronic submissions will be accepted. Please submit the Proposal as a single pdf to the following link. <https://stlzoopoc.egnyte.com/ul/CLZSc7ovYt>
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).

#### 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 not pay 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 C).
- 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**

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

- K. 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)  
**Event Tent Restrooms RFP 2021**

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 _____

**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 they have had an opportunity to examine the site of the work and they have examined the Bid Documents thereof, and that they have carefully prepared their Bid upon the basis thereof and that they have carefully examined and checked this Bid and the materials, equipment and labor required thereunder, the cost thereof, and their figures therefor, and hereby states that the amount or amounts set forth in this Bid is/are correct and that no mistake or error has occurred in this bid.
- F. Upon receipt of written notice of the acceptance of this Bid, the Bidder will execute a formal Contract attached within fifteen (15) calendar days and deliver to the Owner a surety bond or bonds as required by the Bid Documents.
- G. The Zoo Public Relations must provide written approval for any/all promotional materials in advance of publishing – this includes, but is not limited to: social media posts, web copy and images, etc.

**III. 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)*

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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

St. Louis, MO 63110

## APPENDIX B

### State of Missouri Exemption from Missouri Sales and Use Tax on Purchases

Issued to:

Missouri Tax ID Number: 12623491

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

Effective Date:  
07/11/2002

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

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

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

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

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

Issued to Missouri Tax ID Number 12623491

Any alteration to this exemption letter renders it invalid.

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

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

**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.

## 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, and 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.