



**Project Title:** Elephant Retaining Wall Stabilization RFP 2025

**Solicitation Number:** 2025-01-011

**Issue Date:** April 2, 2025

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# TABLE OF CONTENTS

**INVITATION TO BIDDERS .....3**

**SCOPE OF WORK .....3**

**REQUEST FOR BID .....5**

**APPENDIX A SAINT LOUIS ZOO STIPULATED SUM BID FORM .....15**

**APPENDIX B SUPPLIER DIVERSITY UTILIZATION STATEMENT .....20**

**APPENDIX C PREVAILING WAGE ORDER.....20**

**APPENDIX D STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES .27**

**APPENDIX E POLICY ON SUPPLIER DIVERSITY ON SAINT LOUIS ZOO CONTRACTS .....28**

## **INVITATION TO BIDDERS**

Elephant Retaining Wall Stabilization RFP 2025

### **SCOPE OF WORK**

The Saint Louis Zoo Architecture and Planning division is seeking proposals from qualified contractors to repair an existing retaining wall on the south side of the Elephant Management Facility in need of stabilization. The wall, constructed in 1998, has developed large diagonal cracks in the concrete and a section of the wall is visibly out of plane near a heavy steel swing gate.

After architectural and structural review, it was determined the retaining wall will require the installation of geotechnical turnbuckle anchors of varying depths and staggered heights to stabilize. The wall will be tied to an undulating gunite retaining wall in the adjacent elephant habitat. The distance between these two retaining walls is +/- 20'-0" and filled with soil, plants and trees that form a visual barrier blocking the public view of the Elephant Management Facility. See Attachments 1 and 2 for more information. To help relieve hydrostatic pressure on the wall, the scope also includes drilling weep holes at 6'-0" on center for the length of the area of concern.

### **ATTACHMENTS**

1. 250321 – STL Zoo EMF – DD Retaining Wall Stabilization Report.pdf
2. Ischebeck TITAN Technical Data Sheet.pdf

### **SELECTION CRITERIA**

1. Scope of Work (25 points)
2. Pricing (30 points)
3. Previous experience on similar types of work (15 points)
4. Ability to start and timeline (15 points)
5. Supplier Diversity Participation (5 points)
6. Tax Base/Focus Geography (5 points)
7. References (5 points)

### **BID DOCUMENTS**

Bid documents will be available on **April 2, 2025** at: <https://stlzoo.org/vendoropportunities>

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

A **mandatory** pre-bid meeting will be held at **9:00 a.m. CST on April 16, 2025** in the Bayer Lecture Theater located in the lower level of the Living World at the north entrance.

### **PROPOSAL QUESTIONS**

All questions must be received by end of day on **April 16, 2025** for issuing of addendums. All emailed questions and answers will be shared with all responders. The source of the questions will remain anonymous. Addendums will be placed on the Zoo website as they become available: <https://stlzoo.org/vendoropportunities>. Any oral responses shall be unofficial and not binding on the Zoo.

### **BID DATE**

Proposals will be accepted on or before **2:00 p.m. CST on April 28, 2025**. Only electronic submissions will be accepted. Please submit the Proposal as a single pdf to the following link. <https://stlzoopoc.egnyte.com/ul/6EoMUCdXGu>

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

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

**NOTE: Failure to include a completed Supplier Diversity Utilization Statement will result in participation recorded as NONRESPONSIVE/ DISQUALIFIED at bid opening.**

### **ZOO CONTACT**

Questions concerning this solicitation shall be submitted via email to Candace Bingham, CSDP, Director of Procurement and Supplier Diversity 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. Pre-bid meeting and site inspection/s

1. A **mandatory** pre-bid meeting will be held at **9:00 a.m. CST on April 16, 2025** in the Bayer Lecture Theater located in the lower level of the Living World at the north entrance.
2. **Bids will be accepted from contractors who have been in business for five (5) years or provide three letters of recommendation if less than five years.**
3. **Bids will only be accepted by bidders who attended the mandatory pre-bid meeting.**
4. 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 they have failed to inform themselves prior to the bidding.
5. 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 they are entirely familiar with and thoroughly understands all such requirements.

### B. Bid form and submittal of proposal

1. **Failure to include a completed Supplier Diversity Utilization Statement will result in participation recorded as NONRESPONSIVE/ DISQUALIFIED at bid opening.**
2. Quotations should be submitted on bid form provided. Altered or erased prices will not be accepted.
3. Proposals will be accepted on or before **2:00 p.m. CST on April 28, 2025**. Only electronic submissions will be accepted. Please submit the proposal as a single pdf to the following link. <https://stlzoopoc.egnyte.com/ul/6EoMUCdXGu>
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 on contracts equal to or exceeding \$50,000.
- b. The laws of the state of Missouri provide that the Saint Louis Zoo pay no state sales or use tax, or federal excise taxes, and these taxes should be excluded from your bid price. Documentation will be provided for contractor's use in making tax-exempt purchases for this project. (Refer to Appendix D).
- 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 C) on contracts equal to or exceeding \$75,000.
  - (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. Supplier Diversity Utilization Statement

1. Bidder shall execute and include with bid proposal Supplier Diversity Utilization Statement attachment to bid form (Appendix B).

F. Responsibilities of the bidder for accuracy of bid proposal

1. Bidders may not use omissions or errors in the bid documents or other contract documents to their advantage. The owner reserves the right to issue new instructions correcting any such errors or omissions, which new instructions shall be treated as if originally included.
2. The bid documents contain the available information about the work and the conditions pertaining thereto. Information obtained from any officer, agent, or employee of the Saint Louis Zoo, or from any other person, will not relieve the vendor's responsibility to assume all risks and obligations pertaining to the work, and to fulfill the conditions of the contract. Bidders are required to satisfy themselves as to the accuracy of the estimated quantities in the bid documents and must thoroughly examine the site and review the bid documents, including addenda, if any, before submitting a bid.
3. No bidder may assert after bids have been opened that there was a misunderstanding concerning the bid documents, the conditions under which the work must be performed, or the quantities of work involved.

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

## **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 subvendors 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.
- 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 them in the executing of the contract.
- C. The contractor shall be responsible for the work of all subcontractors employed by them and shall keep all work under their 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 not available to the contractor. Contractors are required to supply temporary facilities for workers.

### **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 5555. 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. In some situations, parking on the North Parking Lot can be granted.
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, unless otherwise specified, 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 workers. 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 persons, buildings, structures, other facilities, landscaping, environment, 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.

END OF PROJECT MANUAL

**APPENDIX A**  
**SAINT LOUIS ZOO**  
**STIPULATED SUM BID FORM**

Elephant Retaining Wall Stabilization RFP 2025  
#2025-01-011

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, CSDP  
Director of Procurement and Supplier Diversity  
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 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 (bid is equal to or exceeds \$50,000), 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. Additional weep holes (Add/Deduct) \$ \_\_\_\_\_
- B. \_\_\_\_\_ (Add/Deduct) \$ \_\_\_\_\_
- C. \_\_\_\_\_ (Add/Deduct) \$ \_\_\_\_\_
- D. \_\_\_\_\_ (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	Diversity Certification (circle one if applicable)
		MBE/ WBE/ Other
		MBE/ WBE/ Other
		MBE/ WBE/ Other
		MBE/ WBE/ Other

**V. BID DOCUMENTS**

Bidder acknowledges review of the following documents:

- A. Specifications
- B. Drawings
- C. Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_



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

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

**VI. SUPPLIER DIVERSITY EFFORTS**

- A. Bidder will make every good faith effort to utilize certified minority and women business enterprise (M/WBE) firms as subvendors and suppliers whenever possible and engage in joint ventures or mentor-protégé relationships between vendors and subvendors with local M/WBE firms in the aggregate that 25% of the value of contracts awarded each fiscal year be let with MBEs and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBEs.
- B. Bidder will report supplier diversity spend including M/WBE spend and non-supplier diversity spend to the Saint Louis Zoo by invoice/pay application or on a quarterly basis depending on contract type to the Purchasing Department via the Zoo’s Participation Form or the VIVA-IT platform based on contract value.

**VII. MISCELLANEOUS BID REQUIREMENTS**

- A. The undersigned understands this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time and date for receiving bids.
- B. The undersigned understands 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/subvendors, 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 they had an opportunity to examine all conditions surrounding the work and they have examined the bid documents therefor, and they have carefully prepared their bid upon the basis thereof and 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 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.

**VIII. CONTACT INFORMATION (preferred point of contact)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**By signing the bidder hereby states to perform all work indicated in the bid documents and necessary to bring the project to completion.**

**IF A CORPORATION**

\_\_\_\_\_  
Name of Corporation

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

\_\_\_\_\_  
Incorporated under the laws of the state of

\_\_\_\_\_  
Name and Title of Officer (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensed to do business in Missouri?  
(Check one)  Yes  No

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

\_\_\_\_\_  
(Seal if Bid is by corporation)

**IF A PARTNERSHIP**

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

\_\_\_\_\_  
Address for Communications of ALL Partners:

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

\_\_\_\_\_  
Date

**IF AN INDIVIDUAL**

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

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

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

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

\_\_\_\_\_  
Date

**IF BIDDING AS A JOINT VENTURE**

\_\_\_\_\_  
List All Parties:

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

**SIGNATURE FOR THE SAINT LOUIS ZOO**

**Saint Louis Zoo**

Address for Communications:

1 Government Dr.  
Saint Louis, MO 63110

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

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Date



## APPENDIX B

### SUPPLIER DIVERSITY UTILIZATION STATEMENT – CONSTRUCTION/ SERVICES/ PROJECTS

**Policy:** The Zoo aims to give disadvantaged-owned businesses the best possible chance to be involved in contracts, sub-contracts, and purchases. The Zoo will take all necessary steps to make sure these businesses have a fair chance to compete and succeed in all Zoo contracts. Neither the Zoo nor its Contracting Agencies will discriminate based on race, color, national origin, or sex in awarding and managing contracts.

**Obligation:** The contractor/vendor/organization agrees to ensure that disadvantaged-owned businesses get the best possible chance to participate in contracts or subcontracts funded by the Zoo. They must take all necessary steps to help these businesses compete and succeed under this contract. They will not discriminate based on race, color, national origin, or sex in awarding and managing contracts.

#### I. PROJECT/BID IDENTIFICATION

Complete the following information concerning the project, bid or product purchases:

Project Name: \_\_\_\_\_

Total Bid: \$ \_\_\_\_\_

#### II. PROJECT DECLARATION INSTRUCTIONS

Specify the dollar amount and percentage of the project that will be subcontracted to certified M/WBE (Minority/Woman-Owned Business Enterprise) businesses. List any partnerships with these subcontractors to meet those goals. If you don't know the exact subcontractor selection or spending, just provide the proposed percentages.

**Zoo Contract Goals**  
**25% MBE**  
**5% WBE**

**IMPORTANT:** M/WBE businesses must be certified by a recognized certifying agency, such as local or national minority-owned supplier councils, woman-owned business development centers, or government agencies at the local, state, or federal level. Certification must be completed before the bid opening; the Zoo will not accept self-certification or pending certification, though it will be noted if declared.

**Check here if prime vendor is not certified, yet:**

Minority-owned \_\_\_\_\_ Woman-owned \_\_\_\_\_ Other (Define) \_\_\_\_\_

**ALL DECLARED CERTIFICATIONS MUST BE ATTACHED.**

PROJECT DECLARATION STRUCTURE			
	Certified MBE \$	Certified WBE \$	Non-M/WBE \$
Retained by Prime Vendor* (your company)	\$	\$	\$
Proposed Subcontractor/ Subvendor Name -AND- Service/Product Provided (if applicable):			
<i>Example – ABC Paint Company / Paint Supplies</i>	\$	\$ 400.00	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>TOTALS**</b>	\$	\$	\$
<b>PROPOSED % OF CONTRACT***</b>	%	%	%

\* **Retained by Prime Vendor** = Total bid amount – amount(s) paid to subcontractors/subvendors (example: Total bid amount= \$30,000, subcontractor #1 = \$5,000, subcontractor #2 = \$3,000, retained by prime vendor = \$22,000)

\*\* **Total** spend in each category (MBE/ WBE/ Non-M/WBE) must add up to total bid amount

\*\*\* **Proposed % of Contract** = Total proposed spend in each category (MBE/ WBE/ Non-M/WBE) divided by total bid amount

**III. ASSURANCE STATEMENT**

I, acting in my capacity as an officer of the undersigned bidder or bidders if a joint venture, hereby assure the Zoo that on this project my company: (check one)

Meets or exceeds contract award goals as defined above under Project Declaration (25% MBE and 5% WBE)

Demonstrated good faith efforts to meet the goals and my company will provide participation as defined above under Project Declaration

Does not meet contract award goals

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

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Company Name

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Authorized Signature/ Title

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Date

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

**NOTE: Failure to include a completed Supplier Diversity Utilization Statement will result in participation recorded as NONRESPONSIVE/ DISQUALIFIED at bid opening.**

**APPENDIX C**  
**PREVAILING WAGE ORDER**  
(required on contracts equal to or exceeding \$75,000)

**Missouri**  
**Division of Labor Standards**  
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

**Annual Wage Order No. 31**

Section 096  
**CITY OF ST. LOUIS CITY**

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 \_\_\_\_\_  
Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.43
Boilermaker	\$44.26*
Bricklayer-Stone Mason	\$64.31
Carpenter	\$63.89
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.97
Plasterer	
Communication Technician	\$62.18
Electrician (Inside Wireman)	\$75.53
Electrician Outside Lineman	\$44.26*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$95.02
Glazier	\$66.76
Ironworker	\$70.25
Laborer	\$53.14
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.04
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.63
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.57
Plumber	\$77.42
Pipe Fitter	
Roofer	\$58.06
Sheet Metal Worker	\$72.90
Sprinkler Fitter	\$81.86
Truck Driver	\$44.26*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.



Heavy Construction Rates for  
CITY OF ST. LOUIS CITY

Section 096

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$65.94
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$44.26*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.77
General Laborer	
Skilled Laborer	
Operating Engineer	\$70.41
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$44.26*
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 fewer 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 E**

**POLICY ON  
SUPPLIER DIVERSITY  
ON SAINT LOUIS ZOO CONTRACTS**

**Revised:** August 6, 2024

# POLICY ON SUPPLIER DIVERSITY ON SAINT LOUIS ZOO CONTRACTS

## I. POLICY

The Saint Louis Zoo's (Zoo) policy is to ensure that disadvantaged-owned businesses, as defined here, have the best opportunity to participate in contracts, sub-contracts, and purchases made by the Zoo. The Zoo will take all necessary and reasonable steps to make sure these businesses can compete fairly for and fulfill contracts. The Zoo and its Contracting Agencies will not discriminate based on race, color, national origin, or gender when awarding and managing contracts.

To support this policy, the Zoo aims for at least 25% of its contracts and purchases to involve Minority Business Enterprises and at least 5% to involve Women Business Enterprises. The Zoo will work towards these goals through the programs outlined below.

## II. ADMINISTRATION AND ENFORCEMENT

- A. **Chief Financial Officer (CFO):** Holds overall responsibility for managing and enforcing the Zoo's Supplier Diversity Policy.
- B. **Director of Procurement and Supplier Diversity:** Manages the implementation and monitoring of M/WBE participation. Responsibilities include:
  - a. Creating and distributing a directory of certified disadvantaged businesses.
  - b. Regularly reviewing progress towards M/WBE goals and preparing an annual report for the Zoo Commission with recommendations for improvements if necessary.
  - c. Collaborating with project managers and buyers to ensure that contracts over \$25,000 include M/WBE commitments as part of the selection process.
  - d. Maintaining a policy file for vendors with cumulative purchases over \$25,000 annually, valid for three years.
  - e. Overseeing large projects to ensure that M/WBE goals are tracked and met throughout the contract's duration.
  - f. Certifying compliance with the policy before contracts are signed, documented in the project justification statement, and confirmed by the Campus Director.
  - g. Including this policy in all contract solicitations and related materials.
- C. **Bidder and Proposer Responsibilities**
  - a. **Construction/Services/Project Contracts:**
    - i. **Supplier Diversity Utilization Statement:** All bidders and proposers must complete this statement, detailing their commitment to using certified M/WBEs. Failure to submit this document will result in disqualification.
    - ii. **Certification:** Bidders must ensure that all disadvantaged suppliers are certified by recognized agencies before bid submission. The Zoo will not accept self-certifications or certifications in progress.

- iii. **Contract Execution:** Awardees must submit agreements with M/WBEs and regularly report workforce participation. They must also submit workforce demographics or a diversity statement upfront.
  - iv. **Subcontracting:** Bidders should break down subcontracts to make them accessible to M/WBEs and should not reject qualified M/WBEs due to minor scope differences. Denial of subcontract requests must be justified if it impacts scheduling or costs by more than 5%.
  - v. **Pre-Bid Meetings:** Encourage collaboration between prime contractors and M/WBEs. The Zoo expects all firms to perform a commercially useful function.
  - vi. **Change Orders:** Must maintain M/WBE participation levels as in the original contract. Any inability to meet these commitments must be documented.
  - vii. **Reporting:** Bidders must report M/WBE and non-diverse spend to the Zoo regularly, depending on the contract type.
- b. **Supplier, Manufacturer, and Distributor Purchases:**
- i. **Supplier Diversity Utilization Statement:** Required for purchases of \$25,000 or more annually. Failure to submit this statement will result in disqualification.
  - ii. **Certification:** Buyers must ensure that all disadvantaged suppliers are certified before bid submission.
  - iii. **Meetings and Negotiations:** Buyers should use meetings to encourage suppliers, manufacturers, and distributors to work with M/WBEs.
  - iv. **Reporting:** Suppliers, manufacturers, and distributors must report M/WBE and non-diverse spend to the Zoo quarterly or per invoice.

#### D. **Bonding and Insurance**

- **Subcontracting Requirements:** Prime contract bidders should not deny a subcontract to a qualified and competitive M/WBE simply because they cannot provide a performance or payment bond. Exceptions apply if the bidder's bonding depends on bonding for all subcontractors.

#### E. **Written Policy**

- **Prime Contractor's Policy:** Independent of any specific project, prime contractors should have a written policy that actively supports subcontracting to M/WBEs and prioritizes integrating these firms into the industry. This policy should be made available to the Zoo upon request.

#### F. **Compliance Tracking, Monitoring, and Reporting (for projects \$25,000 and above)**

- a. **Tracking and Monitoring System:** The Purchasing Office will use a centralized system like VIVA-IT or manual methods depending on the project size to ensure compliance with supplier diversity commitments. The system will track goals, commitments, payments, unauthorized subcontract changes, and late payments. Any discrepancies or non-compliance will be recorded, and appropriate actions will be determined.

- b. **Tracking Compliance:** The VIVA-IT system will monitor a prime contractor's or vendor's adherence to the M/WBE goals. Failure to meet these goals without a good faith effort constitutes a material breach of contract and may result in penalties.
- c. **Remedies:** Contractors, vendors, or firms that fail to comply with the compliance commitments, provide false information, or fail to file required reports may face penalties, including disqualification from future contracts for up to one year.

### III. CONSTRUCTION AND IMPROVEMENT CONTRACTS

This section applies to all contracts for Zoo construction or improvements. MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) participation will be counted as follows:

- A. **Commercially Useful Function:** The Zoo will only count MBE or WBE participation if the business performs a commercially useful function in the contract. This means the business must be responsible for a distinct part of the work, including managing and supervising it. The Zoo will evaluate factors like the amount of work subcontracted and industry practices to determine this.
- B. **Contract Value Threshold:** This policy applies to all construction contracts over \$25,000.
- C. **Counting Participation:** MBE or WBE participation is counted as the total contract value with an MBE or WBE prime contractor, minus any portion subcontracted to non-M/WBEs. A minority woman-owned enterprise will count as minority participation.
- D. **Joint Ventures:** The Zoo will count the portion of a joint venture's contract value that corresponds to the MBE or WBE's share in the joint venture. The joint venture must be certified, and the M/WBE must be responsible for a defined portion of the work.
- E. **Materials and Supplies:** The Zoo will count expenditures on materials and supplies from certified M/WBE suppliers and manufacturers if the M/WBE assumes responsibility for providing them.
  - a. The entire expenditure to a certified M/WBE manufacturer can be counted.
  - b. The Zoo will also count expenditures to a certified MBE or WBE supplier if the supplier:
    - i. Takes responsibility for providing the supplies and materials.
    - ii. Is recognized as a distributor in the industry.
    - iii. Owns or leases necessary facilities like warehouses.
    - iv. Uses their own staff and equipment to distribute, deliver, and service products.
- F. **Certification Requirement:** The Zoo will only count firms certified as MBE or WBE by recognized local, state, national agencies, or chambers of commerce. If a firm listed by a bidder isn't certified, its participation will be excluded from the total MBE or WBE participation.

- G. **Encouragement of Joint Ventures:** The Zoo encourages joint ventures or mentor-protégé relationships between prime contractors and local disadvantaged business enterprises.
- H. **Site Visits:** Zoo representatives will make periodic visits to project sites to verify MBE and WBE participation and staffing.
- I. **Training Program:** Contracts of \$3 million or more must include a three-month paid training program for a minority or woman individual.
- J. **Selection Criteria:** For projects over \$25,000, certified M/WBE commitment will be included in the selection criteria and justified in the project's evaluation.
- K. **Awarding Contracts:** The Zoo reserves the right to award contracts to the most responsive bidder, considering project requirements, timing, pricing, location, sustainability, and supplier diversity goals.

#### IV. SERVICE CONTRACTS

- A. **Contracting Goals:** Each Contracting Agency should aim to have 25% of the total value of service contracts (including professional services) awarded each fiscal year go to MBEs (Minority Business Enterprises) and 5% to WBEs (Women Business Enterprises) if the total value of contracts exceeds \$25,000.
- B. **Contract Threshold:** All service contracts with an estimated cost over \$25,000 must meet this goal.
- C. **Good Faith Effort:** All service requests, including professional services, must require proposers to make a good faith effort to use disadvantaged business enterprises as subvendors and suppliers whenever possible.
- D. **Encouraging Joint Ventures:** The Zoo encourages joint ventures or mentor-protégé relationships between vendors and local disadvantaged business enterprises.
- E. **Local Preference:** Preference is given to disadvantaged business enterprises located within the Zoo Museum District (City of St. Louis and St. Louis County, Missouri).
- F. **Supplier Requirements:** Suppliers must complete the Service Utilization and Assurance Statement for projects valued at \$25,000 or more.

#### V. ARCHITECTURE, ENGINEERING, & SURVEYOR CONTRACTS

- A. **Contracting Goals for Architecture, Engineering & Surveying:** Each Contracting Agency should aim for 25% of the total value of contracts in Architecture, Engineering, and Surveying (A/E/S) services exceeding \$25,000 annually to go to MBEs (Minority Business Enterprises) and 5% to WBEs (Women Business Enterprises).
- B. **Contract Threshold:** All A/E/S service contracts with an estimated cost over \$25,000 are subject to this goal.
- C. **Good Faith Effort:** All requests for A/E/S services, including professional services, must require proposers to make a good faith effort to use disadvantaged business enterprises as subcontractors and suppliers whenever possible.



- D. **Encouraging Joint Ventures:** The Zoo encourages joint ventures or mentor-protégé relationships between prime contractors/vendors and local disadvantaged business enterprises.
- E. **Local Preference:** Preference is given to disadvantaged business enterprises located within the Zoo Museum District (City of St. Louis and St. Louis County, Missouri).

## **VI. QUALIFICATION BASED SELECTION CONTRACTS**

- A. **Submission of Information:** The submitter must provide a supplemental form with specific disadvantaged business enterprise details as the project scope becomes clear and with the work order.
- B. **Zoo Approval:** The Zoo must approve this supplemental M/WBE information before the contract can proceed.
- C. **Post-Award Compliance:** After the award, the vendor must follow the guidelines outlined in Section II.F of this document.

## **VII. SUPPLIER, MANUFACTURER, AND DISTRIBUTOR PURCHASES**

- A. 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.
- B. All contracts let by the Zoo for the purchase or lease of materials, equipment, supplies, commodities or goods, the estimated cost of which exceeds \$25,000 annually, shall be subject to this goal.
- C. Joint ventures or mentor-protégé relationships between vendors/ distributors, subvendors, and materials suppliers with local certified M/WBE firms are encouraged.
- D. Participation of disadvantaged business enterprises located within the Zoo Museum District (ZMD) is preferred.
- E. Distributors must provide a list of materials or goods available to purchase from certified M/WBE vendors.
- F. Suppliers, manufacturers, and distributors must complete the Supplier, Manufacturer, and Distributor Utilization and Assurance Statement for projects \$25,000+

## GLOSSARY

**Certification:** The process by which the Zoo confirms that a person, firm, or entity is a genuine Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) through an approved certifying agency. These agencies include local and national minority and women-owned business councils, business development centers, government agencies, or recognized chambers of commerce.

**Contract:** A legally binding agreement requiring a vendor to provide goods or services, including construction and professional services. This includes work orders, binding quotes, and service leases by contractors or subcontractors.

**Contracting Agency:** Any agency or department that creates a contract on behalf of the Zoo.

**Disadvantaged Business Enterprise (DBE):** A business owned, operated, and controlled by disadvantaged group members with at least 51% ownership. These members must have day-to-day control over operations and management, and their ownership must reflect their share of the capital and profits.

**Distributor:** A business that buys products from manufacturers or suppliers and sells them to retailers, vendors, or directly to end-users.

**Good Faith Effort:** Actions taken by a bidder or prime contractor/vendor to actively engage certified M/WBEs, following the Zoo's rules and procedures, to meet goals for minority and women business enterprise participation.

**M/WBE:** Minority and Women-Owned Business Enterprise.

**M/WBE Utilization Plan:** A form that outlines the goods and services provided by the prime contractor/vendor and each certified M/WBE to meet M/WBE goals. This form must be submitted at bid opening, listing all certified M/WBE subcontractors, their certification details, the work they will perform, and their share of the bid amount.

**Manufacturer:** A business that produces goods, typically on a large scale, for sale to suppliers, distributors, or directly to the end-user.

**Minority Business Enterprise (MBE):** A business owned, operated, and controlled by minority group members with at least 51% ownership. These members must have day-to-day control over operations and management, and their ownership must reflect their share of the capital and profits.

**Minority Group Member(s):** Individuals legally residing in the United States who are African American, Asian-American, Native-American, or Hispanic-American.

**Prime Contractor/Vendor:** The main entity responsible for delivering goods or services under a contract. They manage the overall project and may hire subcontractors or subvendors.

**Services:** Any action involving work, assistance, or consultation.

**Subcontractor:** A business or individual that provides services under a contract with a prime contractor/vendor or another subcontractor.

**Subvendor:** A business that sells products or services to a prime contractor/vendor or distributor.

**Supplier:** A business that provides goods, often in large quantities, to a prime contractor/vendor, distributor, or end-user.

**VIVA-IT Stars:** A web-based software system used by the Zoo for diversity management and reporting. It allows prime contractors, vendors, and consultants to track and report on supplier diversity goals, automate compliance communication, submit monthly reports, and verify subcontractor payments.

**Women Business Enterprise (WBE):** A business owned, operated, and controlled by one or more women with at least 51% ownership. These women must have day-to-day control over operations and management, and their ownership must reflect their share of the capital and profits.

**Workforce:** The entire labor force of a company, including both professional and labor staff.

**Workforce Participation:** A form submitted by a contractor/vendor or agency that reports workforce participation based on payment application or invoice statements, submitted monthly and at year-end.