



**Project Title:** Photo Booth Program RFP 2025

**Solicitation Number:** 2025-01-009

Issue Date: March 26, 2025

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## INVITATION TO BIDDERS

### PROJECT TITLE

Photo Booth Program RFP 2025

### BACKGROUND

The Saint Louis Zoo has for over 30 years offered unique and personalized products to the guests of our institution. In the early 1990's we started placing Photo Booths at select locations in the Zoo's grounds. Due to demand, over time, more of these units were added. Over the years the growth of the program has begun generating an estimated \$180,000 a year in gross revenues. The Zoo has found that partnering with vendors that specialize in these programs, is the most successful way to operate these programs here.

In 2027, the Saint Louis Zoo will be opening WildCare Park, in North St. Louis County. This new location will present many opportunities for expansion of successful programs that are conducted at the current Forest Park location.

### SCOPE OF WORK

The intent of this RFP is to establish an agreement to provide a photo booth program for the Saint Louis Zoo as a whole organization. This would include the flagship Forest Park location, as well as the future WildCare Park. These services would be on a non-exclusive basis as required for a term of five (5) years with an option to extend two (2) years if mutually agreed upon by both parties. All pricing for the core items to the guests are to remain firm for the first two (2) years of the contract.

### ***TERM***

- The term of the contract shall be January 2, 2026 through December 31, 2030.
- Should either the chosen vendor or the Saint Louis Zoo wish to terminate the terms of the agreement early, they may do so without any penalty, provided one (1) month written notice be given.

### ***OPERATIONS***

1. The Zoo is seeking to begin operations with five (5) photo booths in the Zoo grounds The locations shall be mutually agreed upon as starting points, and may be adjusted over time.
  - a. One (1) additional unit would need to be provided in 2026 to be placed in the

- new Destination Discovery area of the Zoo.
- b. All equipment is to meet ADA accessibility guidelines for access, as well as using fonts and images that are friendly to individuals with low vision.
  - c. Additional locations in the Zoo or at WildCare park may be added if mutually agreed upon and may be added once a signed contract addendum noting the additional location is executed.
2. The vendor is to have their operation open for business in accordance with the agreed upon schedule approved by the Zoo.
    - a. Hours can be modified at any time, as long as the vendor provides the Zoo twenty-four (24) hours' notice.
  3. The Zoo is in the process of transitioning to a credit card only business, as such all photo booths must operate as credit card or mobile pay only, no cash payments can be accepted. All units must be able to accept credit cards and digital pay.
    - a. These systems will be wholly operated and be the responsibility of the Vendor.
  4. The Vendor shall provide their program services for outside clients of the Zoo through the offering of the Zoo's Sales Department. Vendor will provide a rate based on a fair and discounted price compared to the price for the general public.
    - a. For example, this may be setting the machine at a free vend for a certain duration of time, such as a wedding event.
    - b. Revenues would be split based on the noted revenue share.

### **REVENUE AND REPORTING**

1. The Zoo requests this program be offered as a revenue split/share agreement. Please specify proposed revenue split as a percentage.
2. The Zoo's net revenue shall be calculated after any applicable taxes are deducted. The Zoo is a tax-exempt operation, but acknowledges the Vendor may be required to collect taxes. The Vendor will be responsible for the payment of any and all taxes associated with the program.
  - a. Guests of the Zoo cannot be seen as being charged taxes, the price the guest is presented shall be the price the guest pays, and be inclusive of any applicable taxes.
  - b. The Vendor is to provide the Zoo the tax rate for their program they are required to pay annually in January, and any subsequent rate changes that may occur during the year. Should the Vendor fail to advise the Zoo of a change, the Vendor shall be solely responsible for any financial burden that may be incurred.
3. Should there be a consumable cost associated with the program, the consumables shall be at the Vendor's cost, and be factored into their proposed revenue share percentage.
4. The Vendor should accept all major credit cards and the host system must meet PCI

Compliance requirements, in accordance with Zoo policy.

- a. The Vendor shall pay the Zoo its portion of any applicable revenues for this by the 20<sup>th</sup> day of the current month, for the previous month by check.
  - b. The Vendor shall include a report detailing the payment.
5. The Zoo shall have access to sales data at all times.

***IMAGES/ARTWORK/LOCATIONS/FACILITIES:***

1. The Zoo must approve all artwork and images used in Vendor signs and marketing before it is presented to the guests.
  - a. The Vendor shall use Zoo fonts and style guides as required.
  - b. No handmade or temporary signs may be used at any time.
2. The Vendor shall provide all units to meet the operation of the program, wholly at their cost.
  - a. The units must meet the Zoo's standards and be approved before it is installed.
  - b. The Vendor shall be solely responsible for the upkeep and cost of a unit they purchase, or any other equipment they purchase for the program.
3. The Zoo reserves the right to reassign the location of the program at any time due to circumstances such as events or construction. The Zoo would work with the Vendor on ideal solutions, but in some cases, there are circumstances beyond anyone's control.
4. The Vendor shall work with the Zoo to develop custom art for both private and public events occurring at the Zoo.

**SELECTION CRITERIA**

1. Scope of Work (35 points)
2. Revenue Share (40 points)
3. Ability to start and timeline (10 points)
4. Supplier Diversity Participation (5 points)
5. Tax Base/Focus Geography (5 points)
6. References (5 points)

**BID DOCUMENTS**

Bid Documents will be available on **March 26, 2025** at: <https://stlzoo.org/vendoropportunities>

**PROPOSAL QUESTIONS**

All questions must be received by end of day on **April 9, 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 **3:00 p.m. CST on April 16, 2025**. Only electronic submissions will be accepted. Please submit the Proposal as a single pdf to the following link.  
<https://stlzoopoc.egnyte.com/ul/DjiOgvW7RD>

**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 CONTACTS**

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. 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 **3:00 p.m. CST on April 16, 2025**. Only electronic submissions will be accepted. Please submit the proposal as a single pdf to the following link. <https://stlzoopoc.egnyte.com/ul/DjiOgvW7RD>
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 phoned in bids will **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. Performance and payment bonds are not required.
  - 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 vendor's use in making tax-exempt purchases for this project. (Refer to Appendix C).

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

END OF PROJECT MANUAL

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

Photo Booth Program RFP 2025  
#2025-01-009

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. BID DOCUMENTS**

Bidder acknowledges review of the following documents:

- A. Specifications
- B. Drawings

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

**II. 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.

**III. MISCELLANEOUS BID REQUIREMENT**

- 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 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 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 (if deemed required).

- 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.

**IV. 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**

|   |  |
|---|--|
| _____<br>Name of Corporation  | _____<br>Signature of Officer                        |
| _____<br>Incorporated under the laws of the state of                        | _____<br>Name and Title of Officer (print)      Date |
| _____<br>Licensed to do business in Missouri?<br>(Check one) [ ] Yes [ ] No | _____<br>Address for Communications:                 |
| _____<br>(Seal if Bid is by corporation)                                    | _____  |

**IF A PARTNERSHIP**

|  |  |
|--|--|
| _____<br>Name of Partnership                       | _____<br>Address for Communications of ALL Partners: |
| _____<br>Signature of Authorized Partner      Date | _____  |

**IF AN INDIVIDUAL**

|                                  |                                      |
|----------------------------------|--------------------------------------|
| _____<br>Name of Firm (if any)   | _____<br>Address for Communications: |
| _____<br>Signature of Individual | _____                                |
| _____<br>Print Name      Date    | _____                                |

**IF BIDDING AS A JOINT VENTURE**

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

\_\_\_\_\_

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

**SIGNATURE FOR THE SAINT LOUIS ZOO**

|  |   |
|--|---|
| <b>Saint Louis Zoo</b>   | _____<br>Signature of Officer             |
| Address for Communications:<br>1 Government Dr.<br>Saint Louis, MO 63110 | _____<br>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 \$ |
| <b>Retained by Prime Vendor*</b> (your company)   | \$               | \$               | \$           |
| <b>Proposed Subcontractor/ Subvendor Name</b><br><b>-AND- Service/Product Provided</b> (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.**

---

Company Name

---

Authorized Signature/ Title

---

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

# STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

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

Issued to:

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

Missouri Tax ID  
Number: 12623491  
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 exempt from sales tax when fulfilling a contract with your Agency only 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.

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.

(074950)



## **APPENDIX D**

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

## **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.