



## **NOTICE OF REQUEST FOR PROPOSALS BROADLINE FOOD DISTRIBUTOR**

**ISSUED: Friday, October 1, 2021**

**PROPOSAL DUE DATE:  
Friday, October 22, 2021 by 5 p.m. (EST)**

### **STATEMENT OF PURPOSE:**

This document constitutes a request for proposals from qualified Companies to establish a primary source of supply for regularly ordered food and food item products. It is the goal of the Columbus Zoo and Aquarium to procure as many items as possible through our primary broadline distributor for the Columbus Zoo and Aquarium, Zoombezi Bay, Safari Golf Club and the Wilds.



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## **SECTION 1: Introduction**

### **1.1 Overview of Columbus Zoo and Aquarium and properties**

The Columbus Zoo and Aquarium resides on approximately 600 acres (some of which is undeveloped) in a suburb northwest of Columbus. The campus includes the 22-acre Zoombezi Bay water park and 18-hole Safari Golf Club that contributes to the family-destination experience and provides revenue to support the nonprofit Zoo. The Zoo also operates The Wilds conservation center and safari park located approximately 100 miles away in rural southeastern Ohio. To learn more about our family of parks, familiarize yourself with [www.columbuszoo.org](http://www.columbuszoo.org) and our social channels.

#### **Columbus Zoo and Aquarium**

Founded in 1927 with a small menagerie of animals, the Columbus Zoo gained international recognition and stature with the 1956 birth of Colo, the world's first zoo-born gorilla. Today the Columbus Zoo and Aquarium is a nationally and internationally acclaimed conservation center and is home to more than 10,000 animals representing over 600 species displayed in naturalistic habitats according to zoogeographic regions. In the early 1990s, two conservation initiatives were formed separately and almost simultaneously. A grants program was established to fund grassroots conservation efforts around the world. Partners in Conservation was founded to save the endangered mountain gorilla by funding boots on the ground programs as well as humanitarian projects so the people in the region could thrive without negatively impacting wildlife.

This year, we are supporting 65 projects and organizations in more than 19 countries. These projects will help hundreds of species around the world, from Asian elephants to Siberian cranes.

In addition to its role as a global conservation leader, the Zoo is a renowned year-round education and recreation facility for visitors of all ages, backgrounds, and experiences. Each year, the Zoo attracts and educates more than 2.1 million visitors and its mission is to lead and inspire by connecting people and wildlife.

The Zoo receives support from a ten-year county property tax levy and has approximately 100,000 household members.



### **Zoombezi Bay**

From 1984 until 2006, the central Ohio region knew Zoombezi Bay as “Wyandot Lake,” a combination amusement and water park adjacent to the Columbus Zoo and Aquarium. Wyandot Lake was sold by Six Flags to the Columbus Zoo and Aquarium in 2006, with Wyandot Lake closing in September 2006.

The Columbus Zoo began construction of a new 22-acre water park in January 2007, rebuilding the park from the ground up with new water rides and slides and an entirely new name. Chosen by nearly 3,000 citizens of central Ohio through an online vote, the name Zoombezi Bay beat out four other names and calls out both the “Zoo”, of which it is a part, and “Zoom”, which describes its exciting rides. Zoombezi is also a play on the Zambezi River in Africa.

The construction of Zoombezi Bay was completed in May 2008 and the new park featured 15 water slides, a wave pool, an “action river”, and a children’s water play area. A number of enhancements have been made since then including two additional slides in 2011, a multi-level children’s play structure in 2014, Otter Banks, the largest expansion in the parks’ history, in 2018, and the all-new Croctail Creek and Sandbar adults’ only area in 2020. In 2019, Zoombezi Bay had more than 460,000 visitors, including 25,000 season pass holders.

### **Safari Golf Club**

In 1989 when the golf course adjacent to the Columbus Zoo and Aquarium went up for sale, Zoo officials jumped at the chance to purchase additional land for future expansion. Since then more land has been purchased and it was decided to operate the golf course as another means of generating revenue to support the Zoo’s operation and mission. The facility has been completely renovated and today’s Safari Golf Club is an 18-hole, par 72, 140-acre mature course. The affordable public course includes wooded areas, rolling fairways and waterways. Safari Golf Club includes a driving range, practice putting and chipping greens, as well as a clubhouse with pro shop and bar and grill with facilities to host group outings.

As part of our conservation and sustainability mission, we are very proud of Safari Golf’s Certified Audubon Cooperative Sanctuary. This certification means we are creating wildlife habitat, and using environmentally friendly land management methods is important to all of the Columbus Zoo properties. With its pollinator garden, bird nest boxes, native vegetation, and safe chemical use, Safari Golf has a green fairway that is truly “green.”



## **The Wilds**

The Wilds is one of the largest and most innovative wildlife conservation centers in North America for endangered species. Located on nearly 10,000 acres in Cumberland, about 90 minutes outside of Columbus, The Wilds is a private, non-profit safari park that combines cutting-edge conservation science and education programs with hands-on experiences and one-of-a-kind adventures. In southeast Ohio, The Wilds provides a natural, open-range home to rare and endangered species from around the globe, as well as home to hundreds of indigenous species. In addition to in-depth science and education programs, The Wilds offers guided experiences to the public on selected days May through October. Originally conceived as a private-public partnership involving the Ohio Departments of Natural Resources and Development, the Ohio zoological parks, and the private sector, The Wilds was formally incorporated in 1984 as a 501(c)(3) nonprofit under the name The International Center for the Preservation of Wild Animals, Inc. (ICPWA) dba the Wilds. In 1986 the ICPWA received a gift of 9,154 acres of reclaimed mining land from the Central Ohio Coal Company, a subsidiary of American Electric Power Company. The first animals arrived at the Wilds in 1991 and the facility opened to the public in 1994.

Columbus Zoo and Aquarium became involved with the Wilds in 2001 to support the struggling operation. While the two remain separate nonprofit organizations, the Columbus Zoo and Aquarium now manages the Wilds.

The scientific staffing at the Wilds includes professionals in the fields of restoration ecology, veterinary and conservation medicine, conservation education, animal management and conservation science training. It is also a safari park with hands-on experiences and one-of-a-kind adventures that include open-air vehicle tours, zip lining, horseback riding, fishing excursions, and lodging including a luxury-tented experience. More than 115,000 people visit the Wilds annually.



## 1.2 Organizational Background

The Columbus Zoo and Aquarium is a year-round attraction with attendance of over 2,100,000, with 60% being member-based. Other attendance areas are made up of the main gate, group sales, promotions, and education. The primary months of operation are from May to September, which generates over 60% of the attendance. The Safari Golf Course does approximately 42,000 rounds of golf per year. Zoombezi Bay is open annually from May to September and is expected to draw 300,000 visitors. 2021 marks the inaugural year of ZombieZi Bay, a haunted house attraction featuring four haunted houses, two scare zones, rides and food options all within Zoombezi Bay. This event will operate for 24 days from mid-September to the end of October.

## SECTION 2: Statement of Work

### 2.1 Scope

The Columbus Zoo estimates that it will expend approximately \$1,800,000 annually for food and food related products covered by this Agreement. The estimated amount is provided only as a guideline for preparing your RFP response. This statement is not a guarantee of the value of goods/services that will result from this Agreement.

Relative to this Request for Proposal (RFP), the Columbus Zoo defines products as:

- Grocery
- Frozen
- Meat
- Seafood
- Poultry
- Dairy
- Disposables
- Tabletop/Small wares

The Columbus Zoo intends to acquire 60% - 75% from the categories listed above from the primary broadline food distributor.



The term of the Primary Broadline Food Distributor Agreement will commence on February 1, 2022 and will expire on January 31, 2025. The agreement may be extended for a one year option with mutual written consent of the Columbus Zoo and Aquarium and the Primary Broadline Food Distributor. To ensure that all contract provisions are satisfied, the Columbus Zoo and Aquarium will monitor contract effectiveness via performance measurements such as fill rates, on time delivery, price accuracy, etc.

The Columbus Zoo and the Wilds are 501(c)3 not-for-profit Corporations exempt from sales tax. Exemption certificate will be furnished by Accounts Payable upon request.

**SECTION 3: RFP Process**

**3.1 Contacting the Columbus Zoo and Aquarium Staff**

The contact below is the main point of contact for this RFP. All questions should be communicated by email only.

Felix Garcia, Director of Purchasing and Warehouse  
 Email: [felix.garcia@columbuszoo.org](mailto:felix.garcia@columbuszoo.org)

Participating Companies are expressly instructed that the Columbus Zoo and Aquarium is the only authorized source of information concerning the solicitation. Contact with unauthorized agents of the Columbus Zoo and Aquarium or members of the selection committee while solicitation and evaluation are in process could result in immediate disqualification.

**3.2 RFP Timetable *\*subject to change***

Target Date	Action	Additional Information
Friday, October 1, 2021	Issuance of RFP	
Friday, October 22, 2021	<b>Deadline for Submission of Proposal</b> by 5 p.m. (EST)	Email RFP responses to <a href="mailto:felix.garcia@columbuszoo.org">felix.garcia@columbuszoo.org</a>
Week of October 25th	Internal review of proposals and selection of finalists	
Wednesday, November 3, 2021 and Thursday, November 4, 2021	Company Presentations	To be held at the Columbus Zoo and Aquarium.
Monday, November 8, 2021	Notification by Email to	



	Proposers not Selected	
Thursday, November 11, 2021	Award of Contract	Via email and letter

### 3.3 Evaluation Criteria and Process

During the evaluation process, the Columbus Zoo and Aquarium reserves the right to request additional information or clarification from Companies, or to allow corrections or modifications to a proposal. At the discretion of the Columbus Zoo and Aquarium, vendors submitting proposals may be requested to make verbal presentations as part of the evaluation process.

Upon notification of award, and prior to the commencement date of the Agreement, the successful respondent will be expected to meet with personnel from the Columbus Zoo and Aquarium to plan and implement the Agreement.

All proposals will be evaluated by an internal selection team. The Agreement award will be made to the respondent whose proposal, in the sole opinion of the Columbus Zoo and Aquarium, represents the best overall value to the Columbus Zoo and Aquarium.

The following evaluation criteria may not necessarily be ranked in order of importance:

#### Vendor’s qualifications:

- Demonstrated experience of the vendor in comparable operations; references from other operations.
- Ability to provide products specified on the Market Basket Sample for purchase by the Columbus Zoo and Aquarium.
- Ability to provide six day a week morning deliveries (Monday – Saturday) for the Zoo and Zoombezi Bay.
- Ability to provide additional products not specified on the Market Basket Sample for purchase by the Columbus Zoo and Aquarium.
- Ability to provide trucks (freezer/cooler) for storage on an as needed basis (estimated at < 20 truck days per year).

#### Pricing

- Cost-plus percentages
- Fixed Market Basket pricing
- Incentives/rebates paid back to the Columbus Zoo



**Price will not be the sole determining factor in award of the agreement.**

Any exceptions to the RFP specifications must be described in the respondents' proposal. If the respondent fails to list exceptions at the time of the bid, the respondent waives the ability to later raise exceptions, and such failure may be considered sufficient reason to invalidate the respondents' submission.

The Columbus Zoo and Aquarium reserves the right to accept or reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety the RFP process if it is in its best interest to do so. The RFP does not commit the Columbus Zoo and Aquarium to award a contract or to pay any cost incurred in the preparation of proposals.

**3.4 Special Instructions for Companies**

Companies may not contact members of the selection committee or any other employee of the Zoo or its affiliated properties concerning this procurement while the proposal and evaluation are in process. Such contact will cause disqualification of the Company's proposal.

All Companies agree that they shall defend, indemnify, and hold the Columbus Zoological Park Association, its affiliates, officers, employees, and agents harmless from and against all claims which arise out of the Company's performance, negligence, or actions of its officers, employees, and agents in the performance of this selection process.

The Company shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-226), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment of qualified individuals. People with disabilities who need special accommodation to participate in the proposal process or implementation may request special accommodations such as interpreters, alternative formats or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice by contacting the contracting officer listed on page 7 of this RFP.

The Columbus Zoological Park Association is committed to ensuring that certified minority-owned business enterprises (MBE's), women-owned business enterprises (WBE's), disadvantaged business enterprises (DBE's), and U.S. Small Business Administration 8(a)-certified firms are afforded opportunities to compete for and participate in the Zoo's



purchasing activities. If your company is certified as a MBE, WBE, DBE or other disadvantaged company, please send your current certification with your response to this RFP.

Preference will be given to those companies whose primary location is in the city of Columbus and Franklin County.

## **SECTION 4: RFP Response**

### **4.1 Instructions for Submitting a Proposal**

All responses are to be signed by an individual who is legally authorized to bind the Company to the proposed activity. Please email one signed PDF copy of your response to [Felix.Garcia@columbuszoo.org](mailto:Felix.Garcia@columbuszoo.org) no later than **12 p.m. (EST) on Friday, October 22, 2021**. You will receive confirmation of your proposal submission via email by 5p.m. (EST) on Friday, October 22, 2021. If you do not receive this confirmation, please contact Felix Garcia at (614) 645-3445.

The Columbus Zoo and Aquarium will not reimburse responding vendors for any expenses incurred in preparing proposals in response to this request. No changes, modification, or additions to the response submitted will be accepted after the deadline for submission has passed.

The Columbus Zoo and Aquarium will choose an appropriate number of finalists for interviews to be held at the Columbus Zoo and Aquarium either Wednesday, November 3, 2022 or Thursday, November 4, 2022.

Companies shall designate and provide contact information for an individual should any questions arise concerning the proposal submitted. The Companies shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the vendor's behalf.

### **4.2 Incomplete Responses**

Failure to respond to any item, including providing any requested information, or failure to follow these instructions shall be considered submission of an incomplete response and may result in disqualification.



### 4.3 Proposal Requirements

The key elements the proposal must include:

- Cover letter: The cover letter should be signed by a representative authorized to legally bind the Company and include:
- Name, address, telephone number, and email address of a contact person with authority to answer questions regarding the proposal
- Name, address, telephone number, and email address of a contact person to be notified regarding contractual issues
- Identification of the firm as a corporation or other legal entity

The Company's ownership and history

The Company's background information on key account managers anticipated to be involved in servicing account, including capabilities and qualifications, years of experience, and communications approach while working. The respondent must have one or more sales representatives specifically assigned to the Columbus Zoo account. The sales representative(s) shall have at least three (3) years' experience in food service sales or distribution, with a minimum of one (1) year experience working for the respondent. The sales representative(s) should exhibit a commitment to excellence, customer service and attention to detail.

Include a link or reference to the Company's Environmental, Social and Governance reports if available. If not, please include information on Company's conservation and sustainability efforts as they relate to this RFP.

Examples of accounts held for other organizations should be included, noting those of similar size and scope.

Sample reporting available such as

- Tracking of individual products ordered
- Tracking fill rates
- Invoice history
- Monthly credit reports, detailing by line item all credits issued



- Sales reports by item, dollars and quantities purchased
- Rebates, credits, promotional discounts on a quarterly basis (both from the awarded respondent and by manufacture's)
- Menu analysis pricing to be received as needed at agreed upon times
- Quarterly velocity reports
- Quarterly industry trend analysis
- Product mix

The Primary Broadline Food Distributor will supply samples of products that differ from the market basket specified item free of charge.

Acquisition Cost (*Attachment "A"*) provides for a market basket, which illustrates the top 50 items purchased in 2021. The Columbus Zoo and Aquarium has provided year to date volume, through September 24, for the market items. The Columbus Zoo and Aquarium is requesting the respondents provide proposed pricing for top 50 market basket and a markup schedule by classification (grocery, frozen, meat, poultry, etc.).

While the market basket represents 50 of 500 line items purchased the previous year, it is estimated the market basket is inclusive of approximately 55% - 65% of the total expenditures of this Agreement. This market basket does not constitute the entire product line expected. From time to time, the Columbus Zoo and Aquarium requires access to special order items to execute seasonal events and or promotions. Access to DOT Expressway catalogue for special order items, with specified lead times not included in the warehouse slot allotment. Inclusion of an item in the Market Basket Sample does not guarantee that the Columbus Zoo and Aquarium will purchase the item from the Primary Broadline Food Distributor.

Cost Plus Percentage (*Attachment "B"*) provides the proposed pricing markup for all commodities on a cost-plus percentage basis based on the delivery points. Price should include the requirements as outlined in this request for proposal. The cost plus pricing matrix must remain firm for the duration of the Agreement and must be extended to all products throughout the entire category.

Respondents should consider "Cost Plus" defined as follows:

$$\text{Columbus Zoo Invoice Price} = \text{Vendor's Cost} \times \text{Percentage Markup}$$



For example, if a case of frozen chicken breast costs the vendor \$10.00 per case, and the markup percentage for frozen poultry category is 10 percent, the Columbus Zoo's price would be:

$$\$10.00 \times 1.10 = \$11.00/\text{case}$$

The Columbus Zoo and Aquarium will not consider responses submitted that calculate cost based on margin or that calculate Cost Plus in a different manner. The Columbus Zoo and Aquarium reserves the right to conduct site visits and/or electronic price verification at predetermined and agreed upon points during the contract to ensure that the "cost plus" markups are being maintained. The Columbus Zoo and Aquarium agrees to provide advance notice and respondents agree that appropriate documentation will be provided to the Columbus Zoo and Aquarium within twenty-one (21) calendar days.

Performance Incentives (*Attachment "C"*) Respondents must provide their company's policy and definition of incentives available to the Columbus Zoo.

### **Manufacturers' Agreements**

Primary Broadline Food Distributor will manage rebate programs due to the Columbus Zoo and Aquarium, including those negotiated directly between a manufacturer and representatives of the Columbus Zoo and Aquarium. Rebate arrangements will be issued as either direct cash rebate or credit against outstanding accounts payable. A quarterly statement of all rebates is to be provided by distributor.

### **Private Label Items**

The Columbus Zoo and Aquarium will purchase Private Label items (i.e. products that carry the Primary Broadline Food Distributor label) when it is in the best interests of the Columbus Zoo and Aquarium, upon approval by the Purchasing Director.

### **Order Placement**

Columbus Zoo's Purchasing/Warehousing Department will place orders into web-based electronic ordering system provided by the Vendor.

The Columbus Zoo's Purchasing Department may order from the entire Primary Broadline Food Distributor catalog; however, the Primary Broadline Food Distributor must customize a specific order guide for routine purchases.



An electronic order acknowledgment is required upon transmission of the order submitted to the Vendor. Exceptions to this standard will be communicated by the designated Inside Sales Representative on a case by case basis.

The Columbus Zoo and Aquarium is interested in the latest technologies available for procuring their goods and services. Respondents must submit with their proposal any future plans for order placement. Respondents should also submit plans for training Columbus Zoo and Aquarium staff on using any proprietary software or other systems that will be made available to the Columbus Zoo and Aquarium for use when placing orders.

#### **Product Substitutions**

Products can be substituted by the Primary Broadline Food Distributor only if consent has been granted by the designated Columbus Zoo representative. Requests for substitutions must be addressed in a timely manner so that delivery and production delays do not occur. The substitution requests must include the price differential. Items substituted must be equal to or of higher quality than the product originally ordered, and the substitutions must be sold at the same or lower markup.

#### **F.O.B.**

All prices quoted are to be F.O.B. destination, inclusive of special requirements.

#### **Storage Conditions**

Primary Broadline Food Distributor must provide information regarding the date coding on the exterior of packages, (e.g. date of manufacture/processing, expiration date, or use by date). Products must be received within a period of time, specified by the Columbus Zoo and Aquarium, to use the product before it expires. Individual product specifications may supersede General category specifications.

Storage conditions must comply with local health department regulations and/or be stored under the conditions specified in their labeling.

As part of the RFP response, Vendor will supply the Columbus Zoo and Aquarium with their most recent inspection reports and applicable licenses.

#### **Delivery Measurements**



The Columbus Zoo expects a minimum order fill rate of 98.5 percent as defined by the Columbus Zoo. The Columbus Zoo defines fill rate as:

$$\text{Fill rate} = (\text{Number of items received}/\text{number of items ordered}) \times 100\%$$

### **Dispute Resolution**

Primary Broadline Food Distributor must continue performance under any resultant Agreement while matters in dispute are being resolved, unless otherwise directed in writing by Columbus Zoo and Aquarium Purchasing Department.

### **Disaster Plan**

In the case of an emergency, severe weather, strike or an act of God, the Primary Broadline Food Distributor will assist the Columbus Zoo and Aquarium in procuring items in an effort to maintain normal delivery schedules. A telephone list of responsible individuals will be maintained in an addendum to the Agreement for Columbus Zoo and Aquarium uses.

### **Recalls**

The Primary Broadline Food Distributor must, within no more than twenty-four hours of its receiving any notice of product recall, telephone or e-mail the notice to the designated person and/or department. Primary Broadline Food Distributor must indemnify and hold harmless the Columbus Zoo and Aquarium and affiliates, employees and agents from any and all claims that directly arise out of Primary Broadline Food Distributor's failure to provide notice in accordance with this section. Primary Broadline Food Distributor must demonstrate, in this response, a recall procedure, which will include its ability to track each product it receives, stores and delivers.

### **Receipt of Product**

Upon receipt of product at the authorized Columbus Zoo and Aquarium delivery site, Columbus Zoo personnel will sign the packing slip or invoice. Vendor is required to create and leave with the Columbus Zoo Warehouse a credit memo, if one is required at the point of delivery. The Columbus Zoo receiver will verify (i.e. check in) and sign as "accepted" each order from the Vendor. If product is received in an unacceptable condition (expired, inaccurate, out of temperature, damaged, etc.), vendor will make all reasonable effort to replace same day.



### **Returned Products**

The Primary Broadline Food Distributor must accept returns for credit under the following circumstances:

- Notification from Columbus Zoo and Aquarium unit with seven days of delivery, that inner packaging damage has been discovered.
- Nonconformity to the terms and specifications of the Agreement.
- The Primary Broadline Food Distributor should:
  - Expedite procedure for authorized returns, by providing documentation upon next delivery to the Zoo.
  - Provide return procedure for duplicate, unused, incorrect, etc. orders.

### **Restocking Fees**

The Columbus Zoo and Aquarium will accept no restocking fees or other charges for incorrect deliveries received. This does not apply to erroneous deliveries resulting from the Columbus Zoo's negligence.

### **Refrigerated/Frozen Orders**

The Primary Broadline Food Distributor must transport refrigerated products in refrigerated compartments and frozen items in freezer compartments during transit to the Columbus Zoo and Aquarium and affiliates. Refrigerated products must be received at a temperature of between 32 and 41 degrees Fahrenheit. Freezer products must be received in a frozen state at a temperature of 10 degrees Fahrenheit or below.

### **Health and Safety Issues**

The Primary Broadline Food Distributor must have an independently-verified HACCP plan in place and follow FDA requirements for sanitary transport of human and animal food. Random audits will be conducted and HACCP tracking must be fully available. Periodic temperature checks must be conducted on products during delivery. Delivery of refrigerated/frozen products by non-refrigerated/frozen trucks will not be allowed.

### **Hazardous Materials**

The Primary Broadline Food Distributor must at all times retain title and/or ownership as well as responsibility for hazardous materials delivered by Primary Broadline Food Distributor's



error. Hazardous materials that are delivered in error by the Primary Broadline Food Distributor's must be retrieved by the Primary Broadline Food Distributor's upon the Vendor's next delivery to the Columbus Zoo and Aquarium or affiliates. Primary Broadline Food Distributor must indemnify and hold harmless the Columbus Zoo and affiliates, employees and agents from any claims, including claims of negligence, damages or liabilities, including fines or civil penalties, which arise or result from improper delivery of hazardous materials.

The Primary Broadline Food Distributor must identify the return guidelines and process used to return or dispose of these materials. Any plan will require approval of the Purchasing Director.

### **Safety Data Sheets**

The Primary Broadline Food Distributor will be responsible for ensuring that Safety Data Sheets (SDS) are received by the ordering units. In addition, the Columbus Zoo and Aquarium may request that the Primary Broadline Food Distributor submit copies to the Purchasing Director.

It is our preference to have SDS sheets available in an electronic format.

### **Safety**

The Primary Broadline Food Distributor must provide:

- Quick and easy access to SDS information for all chemical lines carried by the Primary Broadline Food Distributor.
- A description of the method(s) for dissemination of SDS in a way that complies with applicable Federal and/or State laws and regulations.
- Specify any ability to streamline, or automate this process.
- Toll free telephone access regarding the handling of hazardous materials and other safety issues.
- Resources, such as samples and services, in support of the Safety officers in on-going zoo-wide training.

### **Training**

During the start-up of this program, the Primary Broadline Food Distributor must be available to:

- Meet with department fiscal officers and staff.
- Hold seminars in conjunction with the Columbus Zoo staff relative to the agreement.
- Answer questions.



- Monitor the implementation of the Agreement.

Distributor sales representative must be able to coordinate and/or deliver any training program available through the Primary Broadline Food Distributor.

Unless otherwise noted, all food items must meet the following specifications.

**General Specifications**

1. All packaging, external and internal, must be intact.
2. Absence of any signs of production deterioration, including but not limited to insect infestation, mold, rancidity, bacterial contamination, sliminess, off flavors or off odors.
3. All master cases must be labeled with:
  - Product name
  - Manufacturer
  - Weight
  - An open code date referencing the pack date
  - Pack quantity
4. Nutritional information for all food items must be available on-line, as a hard copy or electronic transmission.

**4.5 Qualifications of Company**

Respondents must submit evidence of qualifications as listed herein.

Organization type (i.e., sole proprietor, partnership, corporation, etc.)

Company size and history.

Federal Tax ID Number.

Experience in providing the type of program requested.

**Warehouse Capacity – Central Ohio and State of Ohio (List separately)**

	Square Feet	Cubic Feet
Total Warehouse Space		
Dry		
Chill		
Freeze		



**Distribution Capacity**

	Number & Type	% Utilized
Tractors		
Trailers		
Straight Trucks		

If your warehouse or transportation department is unionized, please include which union(s).

List names, titles and business telephone numbers of key personnel assigned to this Agreement. The Columbus Zoo and Aquarium requires a minimum of one local representative and one customer service representative be available and able to respond to its needs. The Columbus Zoo and Aquarium also requires a minimum of one technical person to be named to service its technical needs in relation to the resultant contract. Further, staff needs to be available to address emergency needs that arise on weekends. Include brief resumes of key personnel, including description of responsibilities, certifications and training.

At least five customer references including name and title, address, telephone number, and e-mail addresses. References should reflect the same diversity of operations that the Columbus Zoo and Aquarium has, including quick service, casual dining, catering operations, etc.

Invoicing must match the resultant purchase order on a line-by-line basis. The invoice must be identical in terms of cost; units specified; quantity ordered; and item descriptions. Unless specifically exempted, unit prices must be entered and item total extended on each invoice. Invoicing must be capable of showing sub-totals by product category and sub-totals by customer’s accounting codes.

Compliance: Respondent warrants that both in submission of its proposal and performance of any resultant purchase order or contract, respondent will comply with all applicable Federal, State, Local, and Columbus Zoo laws, regulations, rules, or ordinances.



Advertising: No respondent providing products or services to the Columbus Zoo and Aquarium may use the Columbus Zoo's name/logo, affiliate's names or logos, or other identifying marks or property in its advertising without prior written consent of the Columbus Zoo and Aquarium.

Respondents must include copies of any and all applicable licenses relative to fulfilling the scope of this RFP, including but not limited to:

- Sales
- Repackaging
- Warehousing
- Transportation

Respondents who are finalists for consideration of an Agreement Award must provide on-site access to their operations for Columbus Zoo and Aquarium personnel to review all qualifications and suitability requirements. The Columbus Zoo and Aquarium reserves the right to make planned site visits to the facilities of any of the respondents.

Respondents must demonstrate proof of insurance upon award of Agreement. Columbus Zoo and Aquarium will require a copy of a current Workers' Compensation Certificate, a Certificate of Liability Insurance, and Business Automobile Liability coverage. The Certificate of Liability Insurance shall name the Columbus Zoological Park Association, which includes the Columbus Zoo and Aquarium, Safari Golf Course, Zoombezi Bay LLC and ICPWA/The Wilds, as an additional insured. In addition, The City of Columbus and Franklin County are to be added as additional insureds with respect to this Agreement. Liability insurance coverage of \$1,000,000 for each occurrence and \$1,000,000 aggregate shall be the minimum requirement. The Company will also be required to furnish its federal tax identification number. Each policy and respective Certificate of Insurance shall expressly provide that no less than thirty (30) days prior written notice shall be given to the Purchasing Department in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

#### **SECTION 5: Rights of the Columbus Zoo and Aquarium**

The Columbus Zoo and Aquarium and properties reserves the right to:

- 1) Select the vendor that in the judgment of the Columbus Zoo and Aquarium best meets its needs.



- 2) The Columbus Zoo and Aquarium reserves the right without prejudice to cancel or reject any and all proposals.

### **5.1 Non-Disclosure Agreement**

The Company acknowledges that during the course of the project, the Company and its employees may obtain and have access to confidential information that is important to the Columbus Zoo's business. This confidential information includes but is not limited to matters relating to its financial information, trade secrets, marketing document, business projections, plans and strategies, legal matters and other personal information (collectively referred to as the "Confidential Information").

The Company acknowledges that such Confidential Information is worthy of protection and is the sole property of the Columbus Zoo and Aquarium. The Company agrees that during the term of this Agreement and thereafter, vendor shall not divulge or make use of any Confidential Information, directly or indirectly, personally or on behalf of any other person, business, corporation or entity without the prior written consent of the Columbus Zoo and Aquarium. The parties hereby acknowledge and agree that the prohibition against disclosure of Confidential Information is in addition to, and not in lieu of all rights or remedies which the Columbus Zoo and Aquarium may have available pursuant to the laws of any jurisdiction or at common law to prevent the disclosure of trade secrets.