



NOTICE OF REQUEST FOR PROPOSALS FRESH PRODUCE PRODUCTS

ISSUED: Friday, June 24, 2022

**PROPOSAL DUE DATE:
Friday, July 15, 2022 by 5 p.m. (EST)**

STATEMENT OF PURPOSE:

This document constitutes a request for proposals from qualified distributors to establish a primary source of fresh produce for regularly ordered fruits and vegetables by the Animal Nutrition Center (ANC) department. It is the goal of the Columbus Zoo and Aquarium to procure as much produce items as possible through our primary produce distributor to feed the animals located at the Columbus Zoo and Aquarium.



Table of Contents

Section 1: Introduction | Page 3

- 1.1 Overview of Columbus Zoo and Aquarium, Safari Golf Club, Zoombezi Bay, and the Wilds
- 1.2 Organizational Background

Section 2: Statement of Work | Page 4

- 2.1 Scope of Work

Section 3: RFP Process | Page 5

- 3.1 Contacting the Columbus Zoo and Aquarium
- 3.2 RFP Timetable
- 3.3 Evaluation Criteria and Process
- 3.4 Special Instructions for Companies

Section 4: RFP Response | Page 7

- 4.1 Instructions for submitting a Proposal
- 4.2 Incomplete Responses
- 4.3 Proposal Requirements
- 4.4 Technical Proposal
- 4.5 Qualifications of Agency

Section 5: Rights of the Columbus Zoo and Aquarium | Page 18

- 5.1 Non-Disclosure Agreement



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 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.



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 between \$100,000 and \$125,000 annually for produce covered by this Agreement. **The estimated amount is provided only as a guideline for preparing your RFP response for the Animal Nutrition Center's produce only. This RFP has no affiliation with any of the Produce under Food and Beverage. This statement is not a guarantee of the value of goods that will result from this Agreement.**

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

- Fresh Produce

The term of the Primary Produce Distributor Agreement will commence on September 1, 2022 and will expire on August 31, 2024. The agreement may be extended for a one year option with mutual written consent of the Columbus Zoo and Aquarium and the Primary Produce 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

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, June 24, 2022	Issuance of RFP	
Friday, July 15, 2022	Deadline for Submission of Proposal by 5 p.m. (EST)	Email RFP responses to felix.garcia@columbuszoo.org
Week of July 18 th 2022	Internal review of proposals and selection of finalists	
Week of July 25 th , 2022	Company Presentations	To be held at the Columbus Zoo and Aquarium.
Monday, August 1 st , 2022	Notification by Email to Proposers not Selected	
Monday, August 1 st , 2022	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 produce 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) to the Zoo.
- Ability to provide additional produce not specified on the Market Basket Sample for purchase by the Columbus Zoo and Aquarium.

Pricing

- Cost-plus percentages
- Fixed Market Basket pricing
- A weekly price sheet shall be sent by the vendor to the ANC contact

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 5 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 no later than **5 p.m. (EST) on Friday, July 15, 2022**. You will



receive confirmation of your proposal submission via email by 5 p.m. (EST) on Saturday, July 16, 2022. 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. The interview will be held the week of July 25, 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)
- Quarterly velocity reports
- Quarterly industry trend analysis
- Product mix

The Primary Produce Distributor will supply samples of products that differ from the market basket specified item free of expense.

Acquisition Cost (*Attachment "A"*) provides for a market basket, which illustrates the 40 items purchased during the week of May of 2022. The totals can be estimated to be consistent the



other weeks in the year. There are also 10 other items that could be ordered on an “as needed basis” or based on seasonal needs.

The Columbus Zoo and Aquarium recognizes that because agricultural products are affected by seasonality and weather, produce pricing is responsive to market pressures and trends in ways other food markets are not. The CZA is seeking proposals using a “cost plus” pricing method, recognizing the variable market fluctuations to the Proposer while guaranteeing the Zoo’s unit/case markup does not fluctuate throughout the year. 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:

Columbus Zoo Invoice Price = Vendor’s Cost X Percentage Markup

For example, if a case of romaine lettuce costs the vendor \$30.00 per case, and the markup percentage for romaine lettuce is 10 percent, the Columbus Zoo’s price would be:

$$\$30.00 \times 1.10 = \$33.00/\text{case}$$

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.

Manufacturers’ Agreements

Primary Produce 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.



Order Placement

Columbus Zoo's Animal Nutrition Center Department will place orders telephonically. If the option is available, the department will be open to using a web-based electronic ordering system provided by the Vendor.

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.

Deliveries

There will be two drop off points. The first drop off is the walk in cooler located next to the Animal Nutrition Center. The second drop off is at the Manatee Building. Standard receiving days and hours are Monday, Wednesday, and Friday between 06:30 AM-9:00 AM. This includes all holidays except Christmas Day. The preference is to have an assigned delivery driver for our route to help with the continuity between the driver and the ANC department staff. Drivers are expected to deliver produce directly into our coolers, rotating stock when necessary.

Product Substitutions

The agreement does NOT allow for product substitution without written authorization by the Director of Animal Nutrition Center. The department is not able to accept an alternate produce substitution simply because a product is difficult to obtain. The NEED exists for each specific item requested as diets are formulated to the gram/comprised of a very exact combination of ingredients that enable the department ANC to achieve the specific minimum target nutrients for each individual animal in our care. For example, if a recipe calls for dandelion greens, no other green is going to match the level of calcium or specific ratio of minerals that we're relying on that specific ingredient to provide in overall diet formulation.



Packaging

All items shall be prepared and packed in a manner that will prevent damage in transit but mindful to limit any excess packaging waste. No variations in the quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order.

F.O.B.

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

Terms, Invoices, and Monthly Statements

The terms will be net 30 days. All invoices must be emailed to invoices@columbuszoo.org, referencing the PO#, Invoice number, date of delivery, product description for each item received, unit and extended price for each item ordered, and total price of order/invoice. Statements shall be mailed within five (5) working days after the last day of the month.

Storage Conditions

Primary Produce 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 Produce 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 Produce 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. Additionally, it is a requirement to keep the ANC updated whenever there are any weather or natural related issues to the produce industry that will affect our resources. An emergency preparedness plan for such events, must be include in the submission, which exhibits the ability to provide produce from different sources when warranted.

Recalls

The Primary Produce 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 Produce 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 Produce Distributor's failure to provide notice in accordance with this section. Primary Produce 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 Produce 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 Produce 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 Orders

The Primary Produce Distributor must transport refrigerated products in refrigerated 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.

Special Requests

Due the special nature of feeding animals, there will likely be special requests throughout the year for special events, enrichment and animal training. Examples include stalks of sugarcane and banana leaves for primates, cactus pads and prickly pears for reptiles. May request pumpkins in assorted sizes (to ensure serving size appropriate for species receiving), these pumpkins need to be grown and handled in accordance with 'fit for human consumption' standards (NOT ornamental standards).

Health and Safety Issues

The Primary Produce Distributor must be HACCP certified and follow the HACCP procedures for the entire process of receiving, storage and delivery. 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 by non-refrigerated trucks will not be allowed.

Safety Data Sheets

For all products requiring a Safety Data Sheet, the Primary Produce Distributor will be responsible the SDS accompany all orders at the time of delivery.

Training

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

- Meet with department fiscal officers and staff.
- 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 Produce 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		

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 three customer references including name and title, address, telephone number, and e-mail addresses. References should reflect the same diversity of operations comparable to the Columbus Zoo and Aquarium, including quick service, casual dining, and catering operations.



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 where we reserve the right to review the prices they paid in comparison to the price extended to the Columbus Zoo and Aquarium.

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, animal shipments, 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.