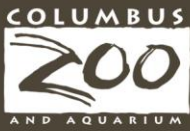


**Columbus Zoo and Aquarium (Herein referred to as  
"ZOOMBEZI BAY")**

**REQUEST FOR PROPOSAL FOR POOL CHEMICALS  
AND LIMITED SERVICES FOR ZOOMBEZI BAY**

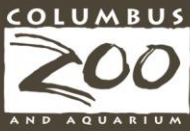
**Issue Date: April 11, 2023**

*Zoombezi Bay is soliciting proposals from qualified suppliers for bulk chlorine, as well as limited services, at our outdoor water park. Deliveries will be made to our seven locations throughout the water park.*



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## I. Overview

The Columbus Zoo Family of Parks includes four properties—Columbus Zoo and Aquarium, The Wilds, Zoombezi Bay and Safari Golf Club. Together each year, these family-friendly destinations attract roughly 2.6 million visits and make a global impact, contributing privately-raised funds to support positive local and global conservation.

The Columbus Zoo is home to more than 10,000 animals, representing over 600 species from around the world. The Zoo is a spacious 600-acre complex with a little more than 44 walkable acres. In 2021, the Zoo supported 77 conservation projects in 24+ countries around the world.

Zoombezi Bay is a 23-acre water park featuring 19 state-of-the-art attractions, from exhilarating slides to a lazy river. It's the only known waterpark in the world whose proceeds support global conservation efforts; Zoombezi Bay generates \$2M a year to help fund Zoo initiatives and conservation efforts locally and worldwide. This is the only property that operates as a for-profit company.

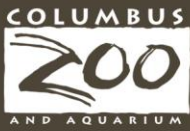
The Safari Golf Club, open to the public, is nestled on 140 acres where several areas are being thoughtfully conserved and are actually "green." Safari is one of the few golf courses in Ohio and worldwide earning the distinction as a Certified Audubon Cooperative Sanctuary –which means Safari Golf meets stringent standards to use nature friendly products and preserve native wild areas throughout the course.

Zoombezi Bay recognizes the importance of partnering with a qualified supplier that will be reliable, and provide great customer service during the season, providing timely deliveries and address any equipment needs and service calls. Through this Request for Proposal (RFP), Zoombezi Bay seeks proposals from qualified chlorine bulk suppliers to deliver to our water park. We are looking for the agreement between the Zoombezi Bay and the awarded Contractor to be a three (3) year agreement with one (1) year renewal options pending agreement of both parties.

### Proposal Guidelines and Requirements

The RFP must be received not later than 5:00pm April 21, 2023. Any proposal submitted after that date and time will not be considered. Zoombezi Bay reserves the right to reject any or all proposals and to award a contract based upon the best value for the Zoombezi Bay. This is a RFP, not a competitive bid process. Proposals shall be emailed to [felix.garcia@columbuszoo.org](mailto:felix.garcia@columbuszoo.org).

The opening and reading of the proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. Zoombezi Bay reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources. The RFP does not commit the Zoombezi



Bay to award or to move forward with the project. Zoombezi Bay shall not be responsible for any cost or expense incurred by the partners preparing and submitting a response to the RFP.

Any information contained in the organization’s response that is proprietary information must be clearly designated. Indicating that the entire response is proprietary will neither be accepted nor recognized.

**II. Specifications for Chlorine and Delivery Schedules**

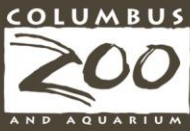
The following specification are for the purchase and delivery of pool chemicals to seven locations throughout Zoombezi Bay located at 4850 W. Powell Road in Powell Ohio 43065. If a site inspection is needed, the vendor can contact Todd Lattimer, Ride Maintenance Director, via email at [todd.lattimer@columbuszoo.org](mailto:todd.lattimer@columbuszoo.org). Any specific questions will be answered by Mr. Lattimer.

Historically, Zoombezi Bay uses approximately 75,000 gallons each season. Usage is driven by attendance, weather, and good maintenance but the weekly delivery averages around 4500 gallons during four month period. Zoombezi Bay is seeking a company to supply chemicals to all sites located on the water park between late May and early September. Deliveries must be made once a week between Monday through Friday and prior to 9am. The schedule can be agreed upon Rides Maintenance Manager and supplier.

We understand the market may affect pricing so we would like to receive bid pricing for year one and two of the agreement. Pricing can be reviewed going into year three. Pricing must include all costs-unit costs, demurrage, taxes, and fuel surcharges. Please also include list price/rates for Tote Charges, and pump off charges.

| Type  | 2022 Volume | Units    | Price Per Unit (2023) | Price Per Unit (2024) |
|---|-------------|----------|-----------------------|-----------------------|
| Liquid Chlorine (Sodium Hypochlorite 12.5%) | 75,484      | 1.Gallon |                       |                       |

A legible and accurate delivery slip shall accompany each delivery and shall be signed by a person authorized to receive the delivery unless the Rides Maintenance Management makes other arrangements.



### III. **Qualifications**

The Contractor must be able to demonstrate they are capable of commencing performance tied to the scope of work, as a required in the contract documents. This would include listing two to three customers in Ohio, including the contact information of the person managing the account, particularly accounts comparable in nature and size to the Zoombezi Bay. Demonstrate the organization's management and financial capabilities to perform all phases of services listed in the RFP. Provide any additional information that would demonstrate the organization's ability to meet and fulfill the services listed in the RFP.

### IV. **RFP Submission Format**

The attached proposal is to be signed by the proposer with full knowledge of an agreement with the general specifications, conditions and requirements of this proposal. Please submit the proposal in a PDF version to [felix.garcia@columbuszoo.org](mailto:felix.garcia@columbuszoo.org). Proposals received later than the date and time specified will not be considered. Zoombezi Bay reserves the right to reject any and all proposal, to waive technical defects and to make sure awards including accepting a proposal, although not the low proposal, as it is deemed to be in the best interest of the Zoombezi Bay. The successful proposer shall, after being awarded the contract and before doing any work furnish all insurance certificates.

Date Contract and services commence is estimated to April 26, 2023.

#### Cover Letter

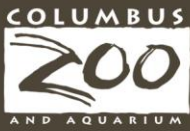
Please provide a cover letter from the person representing the organization for all contact during the review, evaluation and contract negotiation process.

#### Corporate Information

Provide organization name, officers of the organization as applicable and their address, and contact information. Include a brief overview of the organization's history, including services provided.

#### Relevant Experience

Summarize the identified individuals' general service experience in accounts of similar scope and complexity. Summarize the past five years of operational experience related to this proposal. Please provide a list of equipment and facilities that will be used to manage our account, service schedules, and the number of full and part time employees.



### Diversity, Equity, Inclusion, Access and Belonging (DEIAB) Commitments

Please share an overview of the organization's DEIAB initiatives and commitments. Include examples of how these efforts have supported projects and outcomes as well as how the organization can support the Columbus Zoo and Aquarium's DEIAB efforts.

### Similar Client References

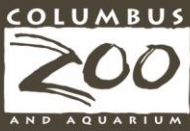
Please provide at least three client references including current accounts or those that you have had during the previous three (3) years. By submission of these references you are indicating a willingness for the Zoombezi Bay to contact these individuals regarding services provided. You release these organizations and the Zoombezi Bay or its agents from any claims arising from responses provided by the received references or inquiries made by the Zoombezi Bay or its agents.

### Pricing

In your proposal, please provide pricing for the products listed in Section II. Vendors shall submit a price proposal in the below or similar format.

### Insurance Requirements

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, and Zoombezi Bay LLC as an additional insured. In addition, The City of Columbus and Franklin County are to be added as additional insured 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. Comprehensive and General Public Liability- Coverage per occurrence minimum of \$1,000,000, general aggregate of \$2,000,000. Comprehensive Auto Liability Bodily Injury with minimum combined single limit of bodily injury and property damage of \$1,000,000 per accident. 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.



The Contractor will indemnify and save harmless the Zoo, City of Columbus, and Franklin County, its officers and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The Zoo, City of Columbus, or Franklin County will not be responsible for the negligence of the Contractor, or any of its agents, employees or customers.

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the ZOOMBEZI BAY before commencement of work hereunder.

Zoombezi Bay may, at any time, request proof of current insurance on any one or all of the coverages required below. The failure to maintain current insurance as required above may result in the termination of the contract save and except the Contractors obligation to indemnify the Zoo, City of Columbus and Franklin County from all claims.

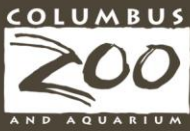
#### Liquidated Damages for Failure to Enter into the Contract

The Contract shall be deemed as having been award when the formal notice of award shall have been mailed by the Zoo to the Contractor by certified mail, return receipt requested. The Contractor may submit their contract form, so long as it contains all of the requirements of the RFP, and all requirements of Zoombezi Bay necessary for carbon dioxide deliveries sold to the Zoombezie Bay.

The Contractor to whom the contract shall have been awarded will be required to execute two (2) copies of the contract as may mutually be agreed upon by Zoombezi Bay and the selected Contractor and to furnish insurance certificate, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all of his rights and interest in the award and the award may then be made to the next qualified Contractor or the RFP re-advertised as the Zoo may elect.

#### Conditions

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the all General Specifications. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way



relieve the Contractor of any obligations with respect to his proposal or to the contract. The Zoombezi Bay shall make all such documents available to the Contractors. Except with respect to events or conditions which are not discoverable, the Contractor shall make their own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the Zoo.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

#### Addenda and Explanations

Explanations desired by a prospective Contractor shall be requested of the Zoombezi Bay in writing, via email, and if explanations are necessary, a reply shall be made in the form of email. A copy of this explanation will be forwarded to each firm making a proposal. Every request for such explanation shall be in writing addressed to [felix.garcia@columbuszoo.org](mailto:felix.garcia@columbuszoo.org). Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

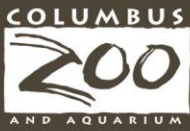
Addenda issues to prospective Contractors prior to date of receipt of proposals shall become a part of the contract documents, and all proposals shall include the work described in the Addenda. Any and all such interpretation and any supplemental instructions will be in the form of written Addenda, which, if issues, shall be emailed to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of proposals.

#### Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below.

If to the Zoo at:            Columbus Zoo and Aquarium  
   C/O Felix Garcia, Purchasing Director  
   PO Box 400  
   Powell, OH 43065





If to the Contractor at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

Force Majeure

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, Act of God or other similar or different contingency beyond the reasonable control of the Contractor.

Severability

In the event that any provision or portion thereof any contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document. The Contractor agrees the zoo has not, and does not waive any immunities or exemptions or sovereign immunity to which the zoo, its offices and employees, are entitled by law.

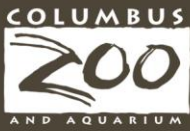
**V. Evaluation Criteria**

Proposals will be reviewed and evaluated based upon the following factors:

- Experience with project scope of this nature
- References
- Capability to meet timeline expectations
- Competitiveness of Price Proposal.

Zoombezi Bay shall select that responsible and responsive Proposer whose proposal is determined by Zoombezi Bay to be best suited and most advantageous, and provides the greatest overall benefit to Zoombezi Bay on the basis of the criteria and/or factors of evaluation listed. Zoombezi Bay expressly reserves the right to negotiate with the selected Proposer prior to an award of any contract pursuant the RFP.

**VI. Next Steps (Tentative)**



Based on the timeline previously noted, qualified organization(s) that best fit with the Columbus Zoo Family of Parks will be promptly notified. The following provides the tentative timelines for the second phase of the evaluation process:

- Monday April 24, 2023 – Zoombezi Bay’s Review and Scoring of RFPs; Shortlist Identified
- Tuesday April 25 –Teams Meeting with Shortlist Partners, if needed
- Wednesday April 26, 2023 – Anticipated Selection and Notification of Preferred Supplier