

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 1902-1340
706-653-4105, FAX 706-653-4109
WWW.COLUMBUSGA.ORG

DATE: March 21, 2014

<p>REQUEST FOR PROPOSALS:</p> <p>RFP NO. 14-0015</p>	<p>Offerors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center">FOOD & BEVERAGE MANAGEMENT SERVICES FOR COLUMBUS CIVIC CENTER & ICE RINK (ANNUAL CONTRACT)</p>
<p>General Scope</p>	<p>Provide food and beverage management services at the Columbus Civic Center & Ice Rink.</p>
<p>Due Date</p>	<p align="center">DUE: April 18, 2014 – 5:00 PM (EASTERN TIME)</p> <p>Proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5th Floor, Government Center, 100 10th Street, Columbus, GA.</p>
<p>How TO Obtain Addenda</p>	<p align="center">IMPORTANT INFORMATION</p> <p>Any addenda for this project will be posted on the webpage of the finance Department/Purchasing Division (www.columbusga.org/finance/proposals.htm). It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.</p>
<p>NO PROPOSAL RESPONSE</p>	<p><i>If you are not interested in this invitation please email bhughey@columbusga.org or complete the (Statement of "No Proposal") on Page 2 and fax to 706-653-4109.</i></p>

Andrea J. McCorvey, CPPB
Purchasing Division Manager

STATEMENT OF “NO PROPOSAL”

IF YOU DO NOT INTEND TO BID ON THIS COMMODITY OR SERVICE, PLEASE COMPLETE AND RETURN THIS FORM IMMEDIATELY. ATTENTION: Betty Hughey, Buyer

We, the undersigned decline to bid on your **RFP No. 14-0015 Food & Beverage Management Services/Civic Center & Ice Rink (Annual Contract)** for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- Insufficient time to respond to the Invitation for Bids.
- We do not offer this product or service.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Remove us from your bidder's list for this commodity or service.
- Other (specify below)

Remarks: _____

We understand that if this statement is not completed and returned, our company may be deleted from the Columbus Consolidated Government's bidders' list for this commodity or service.

COMPANY NAME: _____

ADDRESS: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$25,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offerer. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

QUESTION/CLARIFICATION FAX FORM

DATE:

TO: **BETTY HUGHEY, CPPB, Buyer Specialist**
E-mail: bhughey@columbusga.org
FAX NO: (706) 653-4109

RE: **RFP NO. 14-0015**
FOOD & BEVERAGE MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER & ICE RINK (ANNUAL CONTRACT)

I HAVE THE FOLLOWING CONCERN (S)/QUESTION (S) ABOUT THE SPECIFICATIONS FOR THE ABOVE CITED PROPOSAL:

From: _____
Vendor

Agent

Vendor's Complete Address City State Zip Code

Telephone Number Fax Number

E-mail Address

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FAX FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

**COLUMBUS CONSOLIDATED GOVERNMENT
GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS**

**FOOD & BEVERAGE MANAGEMENT SERVICES
FOR COLUMBUS CIVIC CENTER & ICE RINK
(ANNUAL CONTRACT)**

The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals for Food & Beverage Management Services for Columbus Civic Center & Ice Rink for a period of two years, with an option to renew for three additional one-year periods.

A. PROPOSAL SUBMITTAL DATE:

Sealed proposals are due: APRIL 18, 2014, NO LATER THAN 5:00 P.M. (EST). *Submit one original and nine identical copies of the proposal.* For proper identification the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal package should be hand delivered or mailed to the following:

Columbus Consolidated Government
Purchasing Division
RE: RFP NO. 14-0015
FOOD & BEVERAGE MANAGEMENT SERVICES
(ANNUAL CONTRACT)

Mail: P.O. Box 1340
Columbus, Georgia 31902-1340

Deliver: 100 10th Street
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits.

The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror.

In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the proposer intend to subcontract all or any part of the work specified, name(s) and address (es) of subcontractor(s) must be provided in proposal response. The City reserves the right to review and approve any subcontractors. The proposer shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. **IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE PROPOSERS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

D. QUESTIONS ABOUT THE RFP:

COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND ADDRESSED TO THE PURCHASING DIVISION. SEE PAGE TITLED “DO YOU HAVE QUESTIONS ...” WITHIN THIS PROPOSAL PACKAGE. QUESTIONS AND REQUESTS FOR CLARIFICATION WILL BE RECEIVED UNTIL FIVE BUSINESS DAYS PRIOR TO THE PROPOSAL DUE DATE.

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City. **It is also the proposer's responsibility to check the City's website (www.columbusga.org/finance/proposals.htm) for copies of addenda if bid document is downloaded from the City's Website.**

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate proposers or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

L. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

M. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus,

Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

N. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

O. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

P. INSURANCE:

All respondents shall maintain and if requested show proof of insurance applicable for services described in these specifications.

Q. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, Managers and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

R. TERMINATION OF CONTRACT:

1. Default: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Manager may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Manager, such Manager may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Manager may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Manager. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Manager deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
3. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Manager within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Manager shall ascertain the facts and extent

of such failure, and, if such Manager determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

S. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

T. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

U. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

V. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

W. FINAL CONTRACT DOCUMENTS

It is understood that the final Contract shall include the following: 1)The Rfp; 2) Addenda; 3) Awarded Vendors(S) Response; 4) Awarded Vendor(S) Clarifications; 5) Negotiated Components; 6) Additional Agreements Required By Awarded Vendor(S); And 7) Awarded Vendor(S) Business Requirements.

NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business, which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

**REQUEST FOR PROPOSALS
SPECIFICATIONS
FOOD & BEVERAGE MANAGEMENT SERVICES
FOR COLUMBUS CIVIC CENTER & ICE RINK**

I. SCOPE

It is the intent of Columbus Consolidated Government (City) to enter into an annual contract with a qualified offeror to provide all equipment and personnel necessary to provide food and beverage management services at the Columbus Civic Center & Ice Rink.

II. INTRODUCTION

The Columbus Civic Center & Ice Rink is located on the banks of the Chattahoochee River in the Columbus Downtown Business District. The Civic Center has a seating capacity of 10,000.

The new RiverWalk links the site to the downtown area. The RiverWalk will provide a scenic walk along the river from the downtown area, the Historic Hilton Hotel, and the Columbus Convention and Trade Center.

Thanks to the Columbus Community, the Columbus Ice Rink was built. The facility opened for business in May 2011. The Columbus Ice Rink is a 38,122 square foot facility with a single NHL regulation-sized ice surface measuring 200'x 85' with a comfortable seating capacity of 713 guests. The facility is capable of handling ice events as well as social events. The Ice Rink is handicap accessible and offers ample parking to the public.

The Columbus Ice Rink is located next to the Columbus Civic Center in the South Commons Sports Complex. It is home of the Columbus Hockey Association, Figure Skating of Columbus, Auburn University Hockey, Florida State University Hockey, as well as multi-use ice facility that offers year round programs in hockey, figure skating, public skating, party rentals, and much more for the entire community to utilize.

An overview of the facilities at the Columbus Civic Center & Ice Rink is listed below:

- Columbus Civic Center
 - Seating capacity of 10,000
 - Multi-purpose facility, hockey, indoor football, basketball, trade shows, family events, concerts and civic meetings.
 - Five thousand square feet of hospitality space
 - Limited Kitchen facilities
 - Concession facilities
 - Completed April of 1996
- Columbus Ice Rink
 - Seating capacity 713
 - Facility is 38,122 square foot
 - State-of-the-art Bose Sound System
 - Private VIP area overlooking the rink

- Spacious lobby, Pro Shop and Snack Bar
- Handicap accessible

III. PURPOSE

It is the intent of Columbus Consolidated Government to enter into an annual contract with a qualified concession and/or alcohol contractor. The City is requesting proposals on concessions and alcohol within this RFP. Therefore, vendors have the option of submitting proposals for one or both areas for the following services:

- Option 1: Concession Services
- Option 2: Alcohol Services

Each Option has its own set of requirements, response and evaluation criteria. Therefore, firms must respond accordingly, as each Option will be evaluated separately.

IV. FACILITY TOUR

Vendors have the option to visit the Columbus Civic Center & Ice Rink to become fully acquainted with existing conditions, facilities, difficulties and restrictions. Beginning March 31, 2014 – April 4, 2014, Monday through Friday, between the hours of 9:00AM – 3:00PM. To make an appointment for the site visit, contact Jennifer McVay at (706) 653-4882.

V. TERM OF CONTRACT

A. The term of this contract shall be for two years, with an option to renew for three additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

Notice of intent to renew will be given to the contractor in writing by the Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

The Financial conditions shall be re-negotiated during the sixty day period immediately preceding the Option Exercise Date; and at the conclusion of said negotiations Contractor shall provide Columbus Civic Center & Ice Rink with an irrevocable written consideration offer on which the City can relay in order to decide as to whether or not to exercise the allowable option with the extension continuing the terms and conditions of the Agreement except for the financial consideration and such other provisions as may be changed by mutual agreement of the parties.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

B. Termination for Convenience

For the protection of both parties, either party giving 60 days prior notice in writing to the other party may cancel this contract.

VI. DEFINITIONS

- A. “Accounting Period” means each monthly period, determined in accordance with the Operator’s monthly accounting calendar.

- B. "Agreement" shall refer to the Exclusive Rights/License Agreement executed between the Operator and the City in accordance with these specifications and the Operator's proposal submitted and accepted by the City.
- C. "City" shall refer to the City of Columbus, Georgia and/or Columbus Consolidated Government.
- F. "Concession Services" means the selling of concession items at each of the Columbus Civic Center & Ice Rink events as generally sold through permanent or portable concession stands and walking vendor concessions. These items include, but are not limited to sodas, hotdogs, popcorn, candy bars, potato chips, pretzels, and all beverages including alcoholic beverages.
- G. "Contract Year" means the consecutive twelve (12) month period beginning with the date of commencement of the Term and each twelve (12) month period thereafter during the term.
- H. "Gross Sales" means the full sales price (but exclusively excluding sales tax) at which items of food and beverages, concession and catering services and other such goods, wares and merchandise are sold at any time during the term of the contract by the operator, its employees or agents in, upon or from the Columbus Civic Center & Ice Rink. All items sold, whether at retail or wholesale, and whether for cash or credit, regardless of whether such credit accounts are collected shall be in gross sales. The sale of any goods, merchandise or concession items that are returned by purchasers and accepted by operator exclusive of any sales tax shall be deducted from gross sales. In addition, any service charge or gratuities received shall not be a part of gross sales of catering services. In addition, only the actual amount received by the operator from any subcontractors, if any shall be included in gross sales.
- I. "Lessee" shall refer to any person or entity that may, from time to time, enter into any agreement for the use of the Center for a particular purpose.
- J. "Manager" shall refer to the on-site General manager provided by the Operator as approved by the City.
- K. "Operator" shall refer to that party selected by the City to provide services set herein.
- L. "Proposer" shall refer to any qualified person or entity submitting a proposal to provide the services as defined by and in accordance with these specifications.

VII. RECEIPT OF QUESTIONS

All questions regarding this RFP must be submitted in writing by 5:00 p.m., April 9, 2014, (via e-mail to the Purchasing Division, attention Betty Hughey, bhughey@columbusga.org; or fax 706-653-4109). Questions will be answered in writing in the form of an addendum and will be posted. Telephone questions to individuals within the City will not be accepted. Only responses issued in writing will be binding.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

The vendor shall not discriminate against or intimidate any person hired for performance of the work by reason of race, color, religion, national origin, ancestry, sex, or handicap.

IX. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its

officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents

X. INSURANCE REQUIREMENTS

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract.

Insurance requirements are listed on the attached **Insurance Checklist (See APPENDIX A)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

XI. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/ E-VERIFY

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. **Appendix B** must be completed and returned after recommendation.

Vendor (s) will have five (5) business days to provide the completed GSICA Form. The GSICA Form must be included with the contract documents prior to signing.

OPTION 1: CONCESSIONS SERVICES

I. REQUIREMENTS

Concession Services shall consist of the following:

(A) Anchor Tenants:

1. In an effort to provide its patrons with both quality and variety of product the Civic Center will work with the concessionaire to acquire six (6) anchor tenants in a variety of areas of service. Vendor, in conjunction with the Civic Center, will seek up to six (6) main anchor tenants in specified areas to provide the venue with an annual rent payment on space. Concessionaire will have the exclusive right to sell non-alcoholic beverages and will sell these items to anchor tenants through mutual agreed upon terms. Any rebates provided by beverage companies, excluding annual pouring rights fees, are subject to negotiation with management. Concessionaire may enter into an exclusive pouring rights and tenants would be expected to adhere to those items included in that agreement.

2. Anchor Tenants will be required to professionally brand and equip leased concession stand to provide the best appearance and food product possible. Each tenant will adhere to certain requirements set forth with Civic Center and Concessionaire, including: menu, pricing structure and exclusive beverage purchase. **(See Exhibits B1 and B2 Concourse and Arena Plans)**

Location A

- a. \$20,000 / per year Civic Center lease
- i. Target Product: Pizza / Pasta

Location B

- b. \$20,000 / per year Civic Center lease
- i. Target Product: Hamburger / Fries

Location C

- c. \$15,000 / per year Civic Center lease
- i. Target Product: Chicken Sandwich

Location D

- d. \$15,000 / per year Civic Center lease
- i. Target Product: Barbecue

Location E

- e. \$15,000 / per year Civic Center lease
- i. Target Product: Ice Cream / Hot Dogs etc.

Location F

- f. \$15,000 / per year Civic Center lease
- i. Target Product: TBD Complimentary Items

(B) Concessionaire Sales:

1. Items to be sold by concessionaire, include, but are not limited to: Cotton Candy, Candy, Peanuts, Popcorn, Nachos, Pretzels, Chips, Cracker Jacks, Healthy Items (Trail Mix, Yogurts, etc.), and All Non-Alcoholic Beverages. **(See Exhibit A- Current contract items) & (Exhibits B1 and B2 Concourse and Arena Plans)**

(C) Gross Receipts

1. Minimum starting bid for concessionaire services shall be 20% of gross receipts to the Columbus Civic Center & Ice Rink. A plan should be provided that allows for auditing of all financial recording for events and monthly reporting. In addition, concessionaire should note the acceptance of assistance in providing a variety of services through anchor tenant acquisition and lease payments to the Civic Center.

II. OPERATOR REQUIREMENTS

- A. The Operator will provide all equipment and personnel necessary for operations of providing concession services.
- B. The Operator shall operate the food service facilities in a professional and resourceful manner, complying with all public health regulations including a **Grade “A”** sanitation rating to the satisfaction of all authorized Health Department Officials.
- C. The Operator shall post a sign board of all articles for sale and the price of each article in and around each concession stand.
- D. The successful Operator agrees to and will provide the City with a proposal/bid bond, cashier’s check or notarized irrevocable Letter of Credit, in a form acceptable to the Purchasing Manager, in the amount of Fifty thousand Dollars (\$50,000.00), which shall guarantee that the terms and conditions of this contract shall be fulfilled. In addition, in the event of a material breach by Contractor of the terms and conditions of this contract, Operator shall pay to Columbus Consolidated Government the sum of Fifty thousand dollars (\$50,000.00) as liquidated damages and not as a penalty. Said payment on the part of Contractor will be a provision of this contract and a condition of the performance heretofore referred.
- E. Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Proposer from the obligations to comply, in every detail, with all provisions and requirements of the contract documents, nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Agreement.
- F. Operator shall only enter into agreements with subcontractors that the City has approved.
- G. **Taxes:** The City shall not be responsible for any taxes that are imposed on Operator. Furthermore, Operator understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the City.
- H. **Audits:**
 - 1. The Operator shall make available for inspection, upon reasonable prior notice, full and complete records including invoices and payments therefore, whenever possible, of all materials brought to or sold from the premises. The Operator shall retain these for a period of not less than fifteen months after incurred, paid or made.
 - 2. Columbus Consolidated Government’s internal auditor or designees shall have the right to inspect and audit the Operator’s books and records of Operator at all

reasonable times during business hours.

3. The City, or its duly authorized agents or representatives, shall have the right to observe any transaction or transactions between the Operator and the public during the dispensing of foods or drinks or other items for the purpose of determining the quality and quantities of said foods, drinks and services provided.

4. The City or its duly authorized agents or representatives shall have the right to make any and all examinations, tests, measurements, weightings, etc., as it may desire of all materials in the Operator's possession for the sale in accordance with the provisions of this Agreement, in order to determine the quality and quantity of the materials intended to be sold.

III. FACILITIES, EQUIPMENT AND SMALLWARES

A. Equipment, Smallwares, Uniforms

The Operator is required to provide and maintain the following:

1. Operator is responsible for maintaining as a minimum, the quantity of smallwares and equipment that is necessary to provide quality food service for the Columbus Civic Center & Ice Rink. The City and the Operator will mutually agree upon the minimum requirement.
2. Operator shall provide employee uniforms for all food service employees who come into contact with the public. The uniforms will be mutually agreed on by the City and the Operator.

B. Verification of Investment

Operator shall provide City with copies of invoices for all leasehold improvements, equipment and smallwares for purposes of establishing an inventory of Operator's investment.

IV. PRODUCTS

Operator recognizes that the quality of items sold and services performed at the Columbus Civic Center & Ice Rink is a matter of highest concern and is the essence of the Agreement. All food, beverages, candy, and other items sold or kept for sale at the Columbus Civic Center & Ice Rink shall be first quality, wholesome, pure and must conform in all respects to all applicable federal, state, county health statutes, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale and all merchandise offered for sale at the Columbus Civic Center & Ice Rink shall be stored and handled with due regard for sanitation, and shall conform with the quality, type, size and weights as agreed upon and approved by the Director.

All food products sold to individuals through various outlets shall be prepared and handled to provide fresh, high quality products. Operator will only serve fresh brewed coffee, the use of instant, liquid or freeze dried coffee will not be permitted. Written policies shall be developed and adhered to regarding shelf life of all perishable merchandise. All merchandise kept for sale shall be subject to inspection and approval or rejection by the Director. Any article rejected by the Director in good faith as not being first quality, wholesome and pure shall be removed from the premises and shall not be offered for resale.

V. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below:

Firms should submit proposals that address each of the sections specified below. The City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

Section 1: Transmittal letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name of contact person(s) during this proposal process. The letter must be signed by an authorized agent of the firm.

Section 2: Addenda Acknowledgement

Provide acknowledgement of receipt of all addenda for this RFP (if any). **It is the vendor's responsibility to check for copies of addenda on the City's website.** (www.columbusga.org/finance/proposals.htm)

Section 3: Marketing Plan

Provide the financial return for the Civic Center proposed marketing plan and layout of concessions, amount to be invested and possible outside anchor vendors to be contracted.

Section 4: Client Work History

A list of other facilities, similar to the Columbus Civic Center & Ice Rink, that Proposer serves or has served within the past five (5) years. Please provide detailed information, e.g., name, address and telephone number of the facility, contact name, e-mail address, length of time served and nature of services provided.

Section 5: Letters of Commendation

Provide copies of recent letters of commendation from clients and licensees serviced by Proposer at facilities listed in Section 4 above.

Section 6: Employment Opportunity Policy and Drug Free Work Place Policy

- A. Proposer shall submit a statement of its Equal Employment Opportunity Policy.
- B. Proposer shall submit a statement of its Drug Free Work Place Policy.

Section 7: Organization Plans

An operational plan, including, as a minimum:

- A. Organization chart showing all full-time positions planned for the food and beverage concession at Columbus Civic Center & Ice Rink, denoting approximate annual salary for each position.
- B. A resume of the experience, education and performance record in the food service business of the proposed full-time resident manager(s) for the Columbus Civic Center & Ice Rink, for whom the City will have the right of approval.
- C. Proposed menus for all the Columbus Civic Center & Ice Rink showing portion sizes and proposed selling prices for the first year of operation.
Please note whether service charges and sales taxes are included or

excluded from the menu prices.

- D. Provide any other information that Proposer feels is pertinent to the success of the food and beverage concessionaire services at the Columbus Civic Center & Ice Rink.

Section 8: Business Requirements

- a. Provide copy of insurance (Appendix A)
- b. Provide tax identification number (Appendix E)
- c. Georgia Security and Immigration Compliance Act/E-Verify (Appendix B)
- d. Provide copy of Business License

Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) or Articles of Incorporation that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus, prior to issuance of Purchase Order or Contract signing. If awarded the contract, and after notification, the awarded vendor will have five (5) business days to provide the information. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Occupation Tax Supervisor, 706-225-3091.

Section 9: Contract Signature Page

Complete **Appendix C**. City officials will sign the awarded vendor's copy after City Council has approved the contract award.

Section 10: OPERATOR'S FEES AS A PERCENTAGE OF GROSS REVENUES

In return for the exclusive rights awarded pursuant to this proposal, the Proposer agrees to pay the following fees: **(Complete Attachment A)**

COLUMBUS CIVIC CENTER & ICE RINK	
Concession Services	%

Section 11: Sample Agreement

Provide a copy of any agreements that must be signed, if your firm is awarded the contract.

VI. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Marketing Plan	30%
B. Proposer's Organization Plan	45%
C. Letters of Commendation	10%
D. Operator's Fees	15%

Each of the above criteria (A-D) will be given a rating, of 1 through 100, by each member of the

Evaluation Committee. The ratings are as follows:

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Proponents will be ranked in descending order of numerical predominance.

RATING	
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

SECTION II
OPTION II: ALCOHOL

I. REQUIREMENTS

Alcohol services shall include the following:

(A) Alcohol:

1. Successful bidder shall have the exclusive right to sell Alcoholic Beverages to include: Beer, Wine and mixed drinks.
2. Successful bidder will have the exclusive right to sell Alcoholic Beverages on the premises except where the Civic Center has approved a caterer for a catered private event. During catered events, the host or food caterer may ask the vendor to serve alcohol as part of the event; however the percentage identified for the Civic Center must remain intact.
3. All licenses and permits required for the sale of Alcoholic Beverages at the facilities shall be held in the name of the successful bidder and only pertain to the facilities. The bidder shall not be allowed to use any license obtained for the facilities to be used in order to cater off premises as permitted by Columbus Code Sec. 3-12(i). The vendor shall keep the permits in full force and effect; the vendor will prepare, file, process and pay the fees required for all applications for and renewals of required licenses and permits.
4. Alcoholic beverages are to be offered for sale by vendor to the extent permitted by applicable laws, and subject to the regulations by the Director of the Civic Center & Ice Rink. The final decision, as to whether or not Alcoholic Beverages may be sold at an event, or in a designated area of the facilities, shall be the sole responsibility of the Director. The decision to serve or refuse service of Alcoholic Beverage to any individual shall be the sole responsibility of the Vendor/Successful Bidder.
5. Locations for permanent bars and other setups are identified on the map provided; however each event will dictate final setups by type and design.
6. Successful bidder will demonstrate a process of auditing at each event the amount of alcohol sold, inventory controls and remediation in the event of loss.
7. All bidders should demonstrate a relationship and/or reference from distributors in the areas of beer, wine and liquor.
8. Minimum starting bid for this area should start at 40% of gross sales provided to the Columbus Civic Center. A plan should be provided that allows for auditing of all financial recording for events and monthly reporting.

II. OPERATOR REQUIREMENTS

- A. The Operator will provide all equipment and personnel necessary for operations of providing concession services.
- B. The Operator will own the required alcoholic beverage permits and licenses expressly for the Columbus Civic Center and the Operator shall use them subject to the provisions of the alcoholic beverage laws of the City of Columbus and the State of Georgia. The City shall have the sole right to determine at which events alcoholic beverages may be sold.
- C. The Operator shall operate the alcoholic beverage facilities in a professional and resourceful manner, complying with all regulations.
- E. The Operator shall post a sign board of all articles for sale and the price of each article in and around the alcoholic beverage stand.
- F. The successful Contractor agrees to and will provide the City with a proposal/bid bond, cashier's check or notarized Letter of Credit, in a form acceptable to the Purchasing Manager, in the amount of Fifty thousand Dollars (\$50,000.00), which shall guarantee that the terms and conditions of this contract shall be fulfilled. In addition, in the event of a material breach by Contractor of the terms and conditions of this contract, Contractor shall pay to Columbus Consolidated Government the sum of Fifty thousand dollars (\$50,000.00) as liquidated damages and not as a penalty. Said payment on the part of Contractor will be a provision of this contract and a condition of the performance heretofore referred.
- G. Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Proposer from the obligations to comply, in every detail, with all provisions and requirements of the contract documents, nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Agreement.
- H. Taxes: The City shall not be responsible for any taxes that are imposed on Operator. Furthermore, Operator understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the City.
- I. **Audits:**
 - 1. The Operator shall make available for inspection, upon reasonable prior notice, full and complete records including invoices and payments therefore, whenever possible, of all materials brought to or sold from the premises. The Operator shall retain these for a period of not less than fifteen months after incurred, paid or made.
 - 2. Columbus Consolidated Government's internal auditor or designees shall have the right to inspect and audit the Operator's books and records of Operator at all reasonable times during business hours.
 - 3. The City, or its duly authorized agents or representatives, shall have the right to observe any transaction or transactions between the Operator and the public during

the dispensing of foods or drinks or other items for the purpose of determining the quality and quantities of said foods, drinks and services provided.

4. The City or its duly authorized agents or representatives shall have the right to make any and all examinations, tests, measurements, weightings, etc., as it may desire of all materials in the Operator's possession for the sale in accordance with the provisions of this Agreement, in order to determine the quality and quantity of the materials intended to be sold.

III. FACILITIES, EQUIPMENT AND SMALLWARES

A. Equipment, Smallwares, Uniforms

The Operator is required to provide and maintain the following:

1. Operator is responsible for maintaining as a minimum, the quantity of equipment that is necessary to provide quality alcoholic beverages for the Columbus Civic Center. The City and the Operator will mutually agree upon the minimum requirement.
2. Operator shall provide employee uniforms for all alcoholic beverage employees who come into contact with the public. The uniforms will be mutually agreed on by the City and the Operator.

B. Verification of Investment

Operator shall provide City with copies of invoices for all leasehold improvements and equipment for purposes of establishing an inventory of Operator's investment.

IV. PRODUCTS

Operator recognizes that the quality of items sold and services performed at the Columbus Civic Center & Ice Rink is a matter of highest concern and is the essence of the Agreement. All alcoholic beverages items sold or kept for sale at the Columbus Civic Center shall be first quality, wholesome, pure and must conform in all respects to all applicable federal, state, county health statues, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale and all merchandise offered for sale at the Columbus Civic Center shall be stored and handled with due regard for sanitation, and shall conform with the quality, type, size and weights as agreed upon and approved by the Director.

Written policies shall be developed and adhered to regarding shelf life of all alcoholic beverages. All merchandise kept for sale shall be subject to inspection and approval or rejection by the Director. Any article rejected by the Director in good faith as not being first quality, wholesome and pure shall be removed from the premises and shall not be offered for resale. Operator will comply with industry standards of beer, wine, and other alcoholic beverages regarding quality, quantity, storage and handling.

V. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below:

Firms should submit proposals that address each of the sections specified below. The City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

Section 1: Transmittal letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name of contact person(s) during this proposal process. The letter must be signed by an authorized agent of the firm.

Section 2: Addenda Acknowledgement

Provide acknowledgement of receipt of all addenda for this RFP (if any). **It is the vendor's responsibility to check for copies of addenda on the City's website.** (www.columbusga.org/finance/proposals.htm)

Section 3: Marketing Plan

Provide the financial return for the Civic Center, proposed marketing plan for services and details of ancillary revenue from distributors including any sponsorships, and possible layout for various events.

Section 4 Client Work History

A list of other facilities, similar to the Columbus Civic Center & Ice Rink, that Proposer serves or has served within the past five (5) years. Please provide detailed information, e.g., name, address and telephone number of the facility, contact name, e-mail address, length of time served and nature of services provided.

Section 5: Letters of Commendation

Copies of recent letters of commendation from clients and licensees serviced by Proposer at facilities listed in Section 4 above.

Section 6: Employment Opportunity Policy and Drug Free Work Place Policy

- A. Proposer shall submit a statement of its Equal Employment Opportunity Policy.
- B. Proposer shall submit a statement of its Drug Free Work Place Policy.

Section7: Organization Plans

An operational plan, including, as a minimum:

- A. Organization chart showing all full-time positions planned for the alcoholic beverage at Columbus Civic Center & Ice Rink, denoting approximate annual salary for each position.
- B. A resume of the experience, education and performance record in the alcoholic beverage business of the proposed full-time resident manager(s) for the Columbus Civic Center & Ice Rink, for whom the City will have the right of approval.
- C. Proposed listing of alcoholic beverages for all the Columbus Civic Center & Ice Rink properties showing portion sizes and proposed selling prices for the first year of operation. **Please note whether service charges and sales taxes are included or excluded from the prices.**
- D. Provide any other information that Proposer feels is pertinent to the success of the alcoholic beverage services at the Columbus Civic Center.

Section 8: Business Requirements

- a. Provide copy of insurance (Appendix A)
- b. Provide tax identification number (Appendix E)
- c. Georgia Security and Immigration Compliance Act/E-Verify (Appendix B)
- d. Provide copy of Business License

Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) or Articles of Incorporation that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus, prior to issuance of Purchase Order or Contract signing. If awarded the contract, and after notification, the awarded vendor will have five (5) business days to provide the information. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Occupation Tax Supervisor, 706-225-3091.

Section 9: Contract Signature Page

Complete **Appendix D**. City officials will sign the awarded vendor’s copy after City Council has approved the contract award.

Section 10: OPERATOR’S FEES AS A PERCENTAGE OF GROSS REVENUES

In return for the exclusive rights awarded pursuant to this proposal, the Proposer agrees to pay the following fees: **(Complete Attachment B)**

COLUMBUS CIVIC CENTER	
Alcohol Services	%

Section 11: Sample Agreement

Provide a copy of any agreements that must be signed, if your firm is awarded the contract.

VI. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Marketing Plan	30%
B. Proposer’s Organization Plan	45%
C. Letters of Commendation	10%
D. Operator’s Fees	15%

Each of the above criteria (A-D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

After the review and rating of proposal(s) by the evaluation committee, individual scores will be

averaged and ranked. Proponents will be ranked in descending order of numerical predominance.

RATING	
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

APPENDIX A

INSURANCE CHECKLIST RFP NO. 14-0015 FOOD & BEVERAGE MANAGEMENT SERVICES FOR COLUMBUS CIVIC CENTER & ICE RINK (ANNUAL CONTRACT)

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages provided or not provided through this agency. The bidder can comply with the insurance requirements stated above.

AGENCY NAME: _____

AGENTS NAME: _____

SIGNATURE of AGENT: _____

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____

AUTHORIZED.SIGNATURE: _____

APPENDIX B

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE

and

House Bill 87, also known as,

The Illegal Immigration Reform and Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program.”

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached “CONTRACTOR AFFIDAVIT”. Additionally, if you utilize subcontractors, they must complete the “SUBCONTRACTOR AFFIDAVIT” and or the “SUB-SUBCONTRACTOR AFFIDAVIT.”

*****In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.**

The complete verbiage for the law is on the Purchasing Web Page:

http://www.columbusga.org/finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act.pdf

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ***Columbus Consolidated Government*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

BY EXECUTING THIS AFFIDAVIT, THE UNDERSIGNED SUBCONTRACTOR VERIFIES ITS COMPLIANCE WITH O.C.G.A. § 13-10-91, STATING AFFIRMATIVELY THAT THE INDIVIDUAL, FIRM OR CORPORATION WHICH IS ENGAGED IN THE PHYSICAL PERFORMANCE OF SERVICES UNDER A CONTRACT WITH

(Name Of Contractor)

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation, which is engaged in the physical performance of services under a contract for

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
and

(Name of Contractor)

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

(NAME OF SUBCONTRACTOR OR SUB-SUBCONTRACTOR WITH WHOM SUCH SUB-SUBCONTRACTOR HAS PRIVACY OF CONTRACT)

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX C

**CONTRACT SIGNATURE PAGE
FOOD & BEVERAGE MANAGEMENT SERVICES/
OPTION 1: CONCESSION SERVICES
RFP NO. 14-0015**

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA FOR THE FOLLOWING:

By: _____
Signature of Authorized Representative

Witness as to the Contractor

Print Name and Title of Signatory

Witness as to the Contractor

Business Name

(Corporate Seal)

Business Address

Tax ID Number

Telephone Number

Fax Number

Email Address

**CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA**

Accepted this ___ day of _____ 2014

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Tiny B. Washington, Clerk of Council

****COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL****

APPENDIX D

**CONTRACT SIGNATURE PAGE
FOOD & BEVERAGE MANAGEMENT SERVICES/
OPTION 2: ALCOHOL SERVICES
RFP NO. 14-0015**

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA FOR THE FOLLOWING:

By: _____
Signature of Authorized Representative

Witness as to the Contractor

Print Name and Title of Signatory

Witness as to the Contractor

Business Name

(Corporate Seal)

Business Address

Tax ID Number

Telephone Number

Fax Number

Email Address

**CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA**

Accepted this ___ day of _____ 2014

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Tiny B. Washington, Clerk of Council

****COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL****

APPENDIX E

<p>Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service</p>	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	<p>Give Form to the requester. Do not send to the IRS.</p>				
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Print or type See Specific Instructions on page 2.</p>	Name (as shown on your income tax return)					
	Business name/disregarded entity name, if different from above					
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶					
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)				
	City, state, and ZIP code					
List account number(s) here (optional)						
Part I Taxpayer Identification Number (TIN)						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.						
		Social security number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
		Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>						
Part II Certification						
Under penalties of perjury, I certify that:						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).						
<p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>						
Sign Here	Signature of U.S. person ▶	Date ▶				
General Instructions						
Section references are to the Internal Revenue Code unless otherwise noted.						
Purpose of Form						
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.						
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:						
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.						
<p>Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). <p>Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p>						
Cat. No. 10231X		Form W-9 (Rev. 12-2011)				

ATTACHMENT A
CONCESSION SERVICES
Financial Projections - Commissions

	%	Year #1	Year #2	Year #3	Year #4	Year #5
Commissions						
Civic Center						
Concessionaire						
Subcontractor						
Total Commission						

ATTACHMENT B
ALCOHOL SERVICES

Financial Projections - Commissions

	%	Year #1	Year #2	Year #3	Year #4	Year #5
Commissions						
Civic Center						
Alcohol						
Total Commission						