

A RESOLUTION  
NO. 316-18

"ITEM C"  
C.M. 08-28-18(4)(c)  
316-18

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH OVATIONS FOOD SERVICES, L.P. D/B/A SPECTRA FOOD SERVICES & HOSPITALITY (PHILADELPHIA, PA) TO PROVIDE ALL EQUIPMENT AND PERSONNEL NECESSARY TO PROVIDE ALCOHOL (BEER/WINE/LIQUOR) BEVERAGE MANAGEMENT SERVICES AT THE COLUMBUS CIVIC CENTER.**

WHEREAS, an RFP was administered (RFP No. 18-0020) and two (2) proposals were received; and,

WHEREAS, the proposal submitted by Oventions Food Services, L.P., d/b/a Spectra Food Services & Hospitality met all proposal requirements and was evaluated responsive to the RFP; and,

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

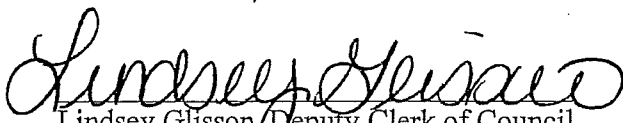
**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**


That the City Manager is hereby authorized to execute contracts for right of way acquisition services with Oventions Food Services, L.P., d/b/a Spectra Food Services & Hospitality (Philadelphia, PA) to provide all equipment and personnel necessary to provide alcohol (beer/wine/liquor) beverage management services at the Columbus Civic Center. Revenue will be deposited into the following Revenue Account: Civic Center Fund – Civic Center – Civic Center Operations – Food Service Contract; 0757-160-1000-4587.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 28th day of August, 2018 and adopted at said meeting by the affirmative vote of nine members of said Council.

Councilor Allen voting  
Councilor Baker voting  
Councilor Barnes voting  
Councilor Davis voting  
Councilor Garrett voting  
Councilor House voting  
Councilor Huff voting  
Councilor Thomas voting  
Councilor Turner Pugh voting  
Councilor Woodson voting

YES  
YES  
YES  
ABSENT  
YES  
YES  
YES  
YES  
YES  
YES  
YES

  
Lindsey Glisson, Deputy Clerk of Council

  
Teresa Pike Tomlinson, Mayor

# CONTRACT

THIS CONTRACT, executed this 1<sup>st</sup> day of October, 2018, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Ovations Food Services LP DBA Spectra Food Services Hospitality**, hereinafter called the "Contractor".

## WITNESSETH:

That in consideration of the mutual covenants, obligations, and terms set-forth in the attached proposal and specifications, the parties hereby agree as follows:

1. That the Contractor met all proposal requirements and was evaluated responsive for providing **Alcohol Management Services (Annual Contract)**, per **RFP No. 18-0020**, and was awarded the Contract by Columbus City Council on Tuesday, August 28, 2018, Resolution No. 18-0018, for the initial term of three years, beginning October 1, 2018 through September 30, 2021, with the option to renew for two (2) additional twelve-month periods, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.

2. The Contractor will, at its own cost and expense, furnish all tools and labor required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the City's Business Requirements, the City's Request for Proposals, dated March 28, 2018 (and all addenda thereto), the Contractor's bid dated April 27, 2018 and the proposal clarification documents which are attached hereto as exhibits "A", "B", "C" and "D" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.

3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

# FORM 5

## CONTRACT SIGNATURE PAGE ALCOHOL MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER (ANNUAL CONTRACT) RFP NO. 18-0020

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA. Please note Spectra's contract exceptions/note regarding our current contract in the "Sample Agreement" tab of our response.

Gina Pastore  
Witness as to the signing of the contract

Jessica Nonahue  
Witness as to the signing of the contract

(Corporate seal, if applicable)

By: Todd Glickman 4-25-18  
Signature of Authorized Representative Date

Todd Glickman, SVP, Business Development  
Print Name and Title of Signatory

Ovations Food Services L.P. d/b/a Spectra Food Services  
Company: & Hospitality

*Company Ordering Address*  
3601 South Broad Street  
Philadelphia, PA 19148  
Contact: Charles Lawrence  
Charles\_Lawrence@comcastspectacor.com  
Contact Email  
Telephone 678.480.4150 Fax 215.389.9775

*Company Payment Address*  
3601 South Broad Street  
Philadelphia, PA 19148  
Contact: Ken Wajda, VP Finance  
Ken\_wajda@comcastspectacor.com  
Contact Email  
Telephone 215.952.5216 Fax 215.389.9775

### CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this 18<sup>th</sup> day of October 2018

Isiah Hugley  
Isiah Hugley, City Manager

APPROVED AS TO LEGAL FORM:

Lucy T. Shott Asst City Atty  
Clifton C. Fay, City Attorney

ATTEST:

Lindsey Glisson  
Lindsey Glisson Deputy Clerk of Council

EXECUTION AUTHORIZED  
By Resolution No. 316-18

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

## **BEVERAGE AGREEMENT**

This Beverage Agreement (this "**Agreement**") is made as of the 1st of October, 2018, by and between Ovations Food Services, L.P., a limited partnership organized under the laws of the Commonwealth of Pennsylvania d/b/a Spectra Food Services & Hospitality ("**Ovations**"), and Columbus, Georgia, a consolidated government chartered under the laws of the State of Georgia ("**Owner**").

### **RECITALS**

WHEREAS, Owner owns a multi-purpose arena currently known as the Columbus Civic Center located in Columbus, GA (the "**Facility**"); and

WHEREAS, Ovations is in the business of managing and operating beverage services at indoor and outdoor single and multi purpose facilities; and

WHEREAS, Owner desires to grant to Ovations the exclusive right and privilege to manage and operate the alcoholic beverage concessions services at the Facility; and

WHEREAS, Ovations desires to accept the right and privilege to exclusively manage and operate such alcoholic beverage concessions services at the Facility, subject to the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### **ARTICLE I DEFINITIONS**

Capitalized terms used in this Agreement and not defined elsewhere in this Agreement shall have the following meanings:

"Alcohol Sales" shall mean the sale of all alcoholic beverages, including distilled spirits, beers, malt beverages and wines, at or from the Facility, (such as, by way of example only, sales from permanent or portable concession stands or roving vendors to individual customers (including, without limitation, by means of "hawking")). Alcohol Sales shall include all Beverage Services provided by Ovations except Backstage Catering Sales.

"Backstage Catering Sales" shall mean those sales of alcoholic beverages to promoters of concerts, shows and other similar events held at the Facility for consumption in backstage / private performer areas only. Backstage Catering Sales shall not include Concession Alcohol Sales.

"Beverage Areas" shall have the meaning given to such term in Section 2.1(b) hereof

"Beverage Services" shall mean the business of managing and providing (or causing to be provided) alcoholic beverages (including beer, wine and liquor) in the concession areas, seating bowl, picnic areas, luxury boxes, and other areas of the Facility, and shall include Backstage Catering Sales and Alcohol Sales.

"General Manager" shall have the meaning given to such term in Section 5.1(b) hereof

"Gross Receipts" shall mean the total of all amounts received by Oventions from the operation of the Beverage Services, whether such amounts are evidenced by cash, check, credit, charge account, exchange or otherwise, less (i) retail sales taxes and other direct taxes imposed upon receipts collected from the consumer, (ii) fees and charges on credit card transactions (not to exceed Three percent (3%) of credit card transactions), and (iii) tips and gratuities paid out to employees.

"Losses" shall have the meaning given to such term in Section 11.1 hereof.

"Major Repair" shall mean the repair of any piece of equipment, structure or other item that costs, in the aggregate, in excess of one thousand dollars (\$1,000).

"Monthly Accounting Period" shall mean each 4 or 5 week period during the Term ending on the last Wednesday of each month, except for the month of December, which shall end on December 31.

"Operating Account" shall have the meaning given to such term in Section 10.1 hereof.

"Operating Year" shall have the meaning given to such term in Section 4.1 hereof.

"Term" shall have the meaning given to such term in Section 4.1 hereof.

## **ARTICLE 2 GRANT OF RIGHTS; SCOPE OF SERVICES**

### **Section 2.1 Concession License.**

(a) Owner hereby grants to Oventions the exclusive right and privilege to provide Beverage Services at the Facility. Oventions covenants and agrees to exercise the full Beverage Service rights granted hereunder at all events in the Facility in such manner and with such number of personnel as are necessary to provide adequate supplies and service of the beverage products described herein to patrons of the Facility. Owner agrees that it will not, without the prior written consent of Oventions, grant to any party other than Oventions, the right to perform any Beverage Services at or upon the Facility, except where Owner has approved licensed alcohol caterer to provide alcoholic beverage Service for a catered private event and Oventions has approved the use of such caterer in advance, which approval Oventions shall not unreasonably withhold.

(b) In connection with the foregoing grant of exclusive rights,

Owner hereby licenses to Oventions the concession stands, customer serving locations, kitchen and warehouse facilities, and other areas related to the foregoing and/or reasonably required by Oventions to perform the Beverage Service at the Facility ("Beverage Areas"), together with the improvements, equipment, and personal property upon or within such areas, along with the non-exclusive right to use the concourses, spectator seating areas, parking areas, common areas, loading areas, walkways, and other public areas of the Facility, solely for the purpose of providing Beverage Services. Oventions agrees to operate the Beverage Areas with respect to all events at the Facility, during hours as may be reasonably requested by Owner to adequately meet public demand.

### **ARTICLE 3 COMPENSATION**

#### **Section 3.1 Commissions.**

(a) As consideration for the rights granted to Oventions hereunder, Oventions shall pay Owner commissions as follows:

- i. Alcohol Sales: With respect to each Operating Year, Oventions shall pay Owner 32% of the first \$300,000 in Gross Receipts received from Alcohol Sales, plus 40% on any Gross Receipts in excess of \$300,000 received from Alcohol Sales in such Operating Year.
- ii. Backstage Catering Sales: Oventions shall pay Owner 30% of all Gross Receipts received from Backstage Catering Sales.

(b) Oventions shall pay the commissions to Owner on a monthly basis, together with the statements described in Section 10.3 below. Such payments and statements shall be delivered to Owner with respect to each Monthly Accounting Period by the twentieth (20<sup>th</sup>) day following the end of such Monthly Accounting Period. The balance of all Gross Receipts shall be retained by Oventions.

### **ARTICLE 4 TERM AND TERMINATION**

Section 4.1 Term. The initial term ("Initial Term") of this Agreement shall be for three (3) years, beginning on October 1, 2018 (the "Effective Date"), and, unless sooner terminated pursuant to the provisions of Section 4.2 below, ending on September 30, 2021; with the option to renew for two (2) additional twelve-month periods. Contract renewal shall be contingent upon the mutual written agreement of the City and the Contractor which shall be received in writing at least thirty (30) days prior to the expiration of the then current term (the Initial Term plus any such renewal periods shall be referred to herein as the "Term"). The Initial Term and each subsequent twelve (12) month period during the Term commencing on the Effective Date and continuing on the anniversary of such date shall be referred to herein as an "Operating Year".

Section 4.2 Termination. This Agreement may be terminated (i) by either Oventions or Owner upon sixty (60) days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements or

conditions hereof, and such failure is not cured during such sixty (60) day period, (ii) by either Ovations or Owner by written notice to the other upon the other being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either such party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing, or (iii) as otherwise specifically provided for herein. Notwithstanding the foregoing, for the protection of both parties, either party giving 60 days prior notice, in writing, to the other party, may terminate this Agreement.

## **ARTICLE 5 PERSONNEL**

### **Section 5.1    Generally.**

(a) Ovations shall employ, train and supervise personnel with appropriate qualifications and experience, in sufficient number to provide all the services appropriate for the duties of such party to be performed under this Agreement. All such personnel shall be employees, agents or independent contractors of Ovations (or a subsidiary or affiliate thereof); as applicable, and not of Owner. Ovations shall select the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment relating to such employees. Ovations agrees to use reasonable and prudent judgment in the selection and supervision of such personnel, and shall strive to employ persons who are courteous and efficient, and who will not use improper language or act in a loud or boisterous manner while performing duties at the Facility. Ovations agrees that *it* will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age. Except as specifically set forth in Section 5.1(b) below, owner shall have no right to supervise or direct the hiring or firing of any such personnel.

(b) Ovations shall employ as part of its personnel at the Facility an individual with managerial experience to serve as a general manager of Beverage Services ("General Manager"). Hiring of the General Manager by Ovations shall require the prior approval of Owner, which approval shall not be unreasonably withheld or delayed. The General Manager will have general supervisory responsibility for Ovations at the Facility and will be responsible for day-to-day operations of the Beverage Services, supervision of Ovations employees, and management and coordination of all activities associated with the Beverage Services.

(c) Ovations shall ensure that its non-management employees performing the duties of Ovations at the Facility shall be neatly attired in clean, commercially-attractive uniforms which shall be subject to the approval of Owner. Ovations shall train all such employees so that they are aware of the high standards for cleanliness, courtesy and service required by Ovations.

(d) All personnel engaged by Ovations to work at the Facility shall be admitted to the Facility without payment of any admission fee, at an entrance to be

designated by Owner. All such personnel shall have the right to park at the Facility without charge in areas designated by Owner.

#### Section 5.2 Non-Solicitation.

(a) During the Term and for a period of one (1) year after the end of the Term, Owner and its affiliates shall not, without the prior written consent of Ovation, solicit for employment by Owner, or encourage to cease rendering services to Ovation, any management-level employee of Ovation with whom Owner has had dealings by virtue of the engagement of Ovation hereunder. In the event of a breach of this provision, Ovation will be entitled (in addition to any other rights and remedies which Ovation may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain Owner from continuing such breach.

(b) During the Term and for a period of one (1) year after the end of the Term, Ovation shall not, without the prior written consent of Owner, solicit for employment by Ovation, or encourage to cease rendering services to Owner, any management-level employee of Owner with whom Ovation has had dealings by virtue of the engagement of Ovation hereunder. In the event of a breach of this provision, Owner will be entitled (in addition to any other rights and remedies which Owner may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain Ovation from continuing such breach.

### ARTICLE 6

#### INVENTORY; EQUIPMENT; SPONSORSHIPS; UTILITIES

Section 6.1 Inventory. Ovation shall order, stock, prepare, pay for and sell quality, beverage and other concession. Consumables shall be first quality, wholesome and pure, and all beverage merchandise on hand shall be stored and handled with due regard for sanitation. Ovation shall have sufficient amounts of product prepared and an inventory on the premises so as not to run out of product during an event at the Facility. During all events at the Facility, Ovation shall post signs displaying the prices of items offered for sale. Such signs shall be subject to the reasonable approval of Owner. At the end of the Term, Owner shall purchase (or shall require the successor beverage company at the Facility to purchase) from Ovation any remaining beverage, and consumable goods (e.g., cups, napkins, etc.), inventory on hand at the Facility, for the price paid by Ovation for such inventory, as evidenced by written invoices or receipts. Notwithstanding the foregoing, Owner shall not be obligated to purchase (or to have the successor beverage manager purchase) any such inventory that is branded with the Ovation name or logo, or to the extent purchase thereof would be in violation of applicable law.

Section 6.2 Brands/Prices. The brands and price of all products sold by Ovation shall be determined by Ovation, subject to the reasonable approval of Owner. Provided price, quality, market acceptability, service and other terms are generally competitive, Ovation agrees to give preference to and feature at the Facility suppliers of products designated by Owner who purchase advertising from Owner (or, if applicable, an agent or licensee of Owner) so long as the giving of such preference does not violate applicable laws, rules or regulations and the features of such product and

terms of such transaction are reasonable (as determined by Ovations in its sole discretion).

Section 6.3 Inventory Buyback. Upon expiration or termination of this Agreement, Owner shall purchase from Ovations, or shall require any successor concessionaire to purchase from Ovations, any non-perishable usable product inventory (including all logoed inventory) on-site or otherwise ordered for the Facility and not consumed by Ovations during the Term. The purchase price for such unused non-perishable inventory shall be the actual amount paid by Ovations for acquiring such inventory.

Section 6.4 Equipment. Subject to conducting a "walk thru" review of the equipment at the Facility Ovations shall have the right to use during the Term, all equipment owned or controlled by Owner existing within the Beverage Areas as of the date hereof and/or subsequently added by Owner or Ovations to such areas during the Term. Owner represents that all such equipment is in good working order, and Ovations agrees to exercise reasonable care when using such equipment, so as to avoid any damage to such equipment.

Section 6.5 Utilities. Owner shall provide to Ovations all utilities necessary for Ovations' operation of the Beverage Services (e.g., electricity, gas and water) at no cost to Ovations, except for telephone charges, for which Ovations shall be responsible.

## **ARTICLE 7 MAINTENANCE**

### **Section 7.1 Maintenance: Sanitation**

(a) Ovations shall perform minor, routine servicing on all fixtures, equipment, furniture and other property installed, furnished or supplied by or for the benefit of Ovations so that such items are kept in good order and repair. Ovations shall further make all necessary repairs thereto, provided that any Major Repair or replacements of furniture, fixtures or equipment shall be paid for by Owner.

(b) Ovations will maintain the Beverage Areas in a clean and neat condition by cleaning, on a day-to-day basis, the interiors of the Beverage Areas and bars, and concession stands under its control at the Facility (and within a (5) foot perimeter of such stands and stations). Ovations shall further clean, as needed, the walls, windows, ceilings, light fixtures and equipment located within the Beverage Areas. Ovations shall deposit in receptacles provided by Owner all waste, garbage and refuse which shall accumulate in the Beverage Areas.

(c) Ovations shall comply with and observe all federal, state and local laws, ordinances and regulations as to sanitation and the purity of beverages or otherwise relating to its operations under this Agreement.

## **ARTICLE 8 INVESTMENT**

### **Section 8.1 Investment by Ovations**

(a) Ovations agrees to invest up to (but not to exceed) Twenty Five Thousand Dollars (\$25,000) at the Facility over the course of the Term for design services,

leasehold improvements and/or capital equipment dedicated to the Beverage Services to be performed by Ovations hereunder (which shall include a cost equal to 4% of the equipment purchased as an administrative fee for purchasing such equipment, on-site project management and Ovations out-of-pocket expenses in connection therewith). The actual amount invested by Ovations hereunder is referred to herein as the "Investment". In the event additional amounts are required to complete the facilities, or to provide equipment and/or smallwares so as to enable Ovations to perform Beverage Services to a reasonable standard, Owner shall be solely responsible for such amounts. Owner and Ovations shall mutually agree upon the specific equipment and improvements to be purchased or made with the Investment, as well as the location for such improvements or installation of such equipment.

(b) Once identified, the specific equipment and other related tangible personal property to be purchased with the Investment shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment, improvements and other items purchased with the Investment, including any replacements or substitutions thereof, shall be owned by Ovations until payment of the Buyout Amount (as described below), and Owner agrees to execute such documents as Ovations shall reasonably request evidencing Ovations' ownership interest in such improvements and equipment, including financing statements. For the sake of clarity, nothing in this paragraph shall be construed as requiring Ovations to replace any equipment or other personal property at its own cost.

(c) The Investment shall be amortized on a straight line basis over a three (3) year period (at the rate of 1/36 per month), commencing on October 1, 2018. Upon the natural expiration or early termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Ovations) of this Agreement, Owner shall immediately pay to Ovations the unamortized amount of the Investment ("the Buyout Amount"). In the event that Owner fails to repay Ovations the Buyout Amount upon termination or expiration of this Agreement in accordance with the terms hereof, Ovations may, at its sole option, (a) continue to perform the Beverage Services at the Facility and be paid for such services as provided hereunder, notwithstanding its receipt of any termination notice from Owner or the expiration of this Agreement, and/or (b) peacefully reenter the Facility, with or without process of law, and remove in a commercially reasonable manner the improvements or equipment remaining at the Facility and retain or dispose of such improvements or equipment as Ovations sees fit. In either event, Ovations shall retain its right to receive the Buyout Amount. Owner covenants and agrees not to permit any liens or encumbrances to attach to the leasehold improvements and equipment purchased with the Investment, and hereby waives any right to attach any claim, lien, or attachment to such improvements or equipment. Once the Buyout Amount is paid to Ovations, title to the equipment and improvements will become vested in Owner, and Ovations agrees to execute all necessary documents to evidence same. The rights of Ovations set forth in this Section 8.1(c) shall be in addition to any other rights of Ovations at law or in equity.

## **ARTICLE 9**

### **LICENSES; ALCOHOLIC BEVERAGES; TAXES**

Section 9.1 Permits and Licenses. Ovations shall use reasonable commercial efforts to secure and maintain throughout the Term all licenses and permits necessary for the sale of alcoholic beverages at the Facility. Owner shall cooperate with Ovations in connection with filing applications for, and securing and maintaining in good standing, any and all licenses and permits and renewals thereof needed by Ovations to fulfill its obligations hereunder. In the event that Ovations is unable to secure or maintain the necessary licenses or permits to sell alcoholic beverages at the Facility

for any reason, or if Ovarions is prevented or limited from selling alcoholic beverages at the Facility for any reason, at Ovarions' request the parties shall renegotiate in good faith the economic terms of this Agreement so that the economic benefits provided to Ovarions hereunder are maintained. If, despite such good faith negotiations, the parties are unable to come to agreement on the revised economic terms of this Agreement, Ovarions may terminate this Agreement, without liability to Ovarions, upon thirty (30) days written notice to Owner.

Section 9.2 Alcoholic Beverages. In connection with the sale of alcoholic beverages hereunder by Ovarions, Ovarions agrees to strictly comply with the laws of the State of Georgia regarding the sale of such beverages to minors. Ovarions agrees to adopt an identification policy to verify the age of potential purchasers of alcoholic beverages. Ovarions further agrees that it will endeavor not to sell alcoholic beverages to customers who are visibly intoxicated. Ovarions will institute and conduct training programs for Ovarions employees at the Facility on the proper standards to use to avoid selling alcoholic beverages to customers who are or who appear to be intoxicated.

Section 9.3 Taxes. Ovarions shall collect and pay all taxes imposed upon the sale of concession items hereunder, as required by Federal, State or local law. Ovarions shall be responsible for and pay all social security, unemployment insurance, old age retirement and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by Ovarions.

## **ARTICLE 10 OPERATING ACCOUNT; REPORTING**

Section 10.1 Establishment of Operating Account. Ovarions shall establish and maintain, in its name, a separate commercial bank account for the Facility ("Operating Account") and shall deposit all Gross Receipts in such account.

Section 10.2 Books and Records. Ovarions agrees to maintain separate and independent books and records, in accordance with generally accepted accounting principles, relating to its operations in connection with its management of the Beverage Services, as applicable. Such books and records shall contain documentation regarding the deposit of all Gross Receipts in the Operating Account and inventories and receipt of merchandise at the Facility, including daily receipts from all sales and other transactions on or from the Facility by Ovarions. Owner or its designee shall have the right to inspect such books and records from time to time upon reasonable notice during the ordinary business hours of Ovarions.

Section 10.3 Financial Reports. Ovarions shall provide to Owner, within twenty (20) days following the end of each Monthly Accounting Period, financial reports regarding its provision of Beverage Services during such Monthly Accounting Period, including a statement showing Gross Receipts for the applicable period, as set forth in Section 3.1 above. Additionally, Ovarions shall provide to Owner, within twenty four (24) hours following each event at the Facility, a daily Gross Receipts report in a form to be mutually agreed upon.

Section 10.4 Audit. Not more than once each Operating Year, Owner shall have the right, at its sole cost, to engage an independent third party to audit the books and records of Ovarions for the preceding twelve (12) month period, for the purpose of confirming that the amounts remitted by Ovarions to Owner hereunder are the proper

amounts due Owner. Such audit shall be completed by Owner or its representatives at Oventions' corporate office, on reasonable advance notice to Oventions, and on dates and times mutually agreed to by the parties. In the event such audit reveals any underpayment to Owner, Oventions shall promptly pay to Owner the amount of such deficiency. If such audit reveals any overpayment to Owner, Owner shall promptly pay to Oventions the amount of such overpayment.

## **ARTICLE 11 INDEMNIFICATION**

Section 11.1 Indemnification by Oventions. Oventions agrees to defend, indemnify and hold harmless Owner, its parents, subsidiaries and affiliates, and their respective successors and assigns, and all its agents, employees directors, officers and partners of the foregoing, against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of Oventions or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Oventions of any of its representations, covenants or agreements made herein.

Section 11.3 Conditions to Indemnification. If seeking indemnification, Owner shall give prompt written notice to Oventions of each claim giving rise to an indemnification obligation under this Agreement (and in any event not more than 30 days after any third party litigation is commenced asserting the claim giving rise to an indemnification obligation hereunder), specifying the amount and nature of any such claim. The party seeking indemnification shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld. The party seeking indemnification shall cooperate in the indemnifying party's defense of such claim at the sole cost of the indemnifying party.

Section 11.4 Survival. The obligations of the parties contained in this Article 11 shall survive the termination or expiration of this Agreement and continue on indefinitely.

## **ARTICLE 12 INSURANCE**

Section 12.1 Types and Amount of Coverage. Oventions agrees to secure and maintain throughout the Term insurance coverage in the manner and amounts as set forth in Schedule 1, attached hereto, and shall provide to Owner promptly following the Effective Date a certificate or certificates of insurance evidencing such coverage.

Section 12.2 Rating; Additional Insureds. All insurance policies shall be issued by companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Georgia or as otherwise agreed by the parties, and shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy to be obtained by Oventions hereunder shall name Owner as an additional insured.

**ARTICLE 13**  
**MISCELLANEOUS**

Section 13.1 Authorization.

(a) Oventions represents and warrants that it has the full right and legal authority to enter into this Agreement and to grant the rights and perform the obligations of Oventions herein, and that, except as otherwise set forth herein, no third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) Owner represents and warrants that it is the owner of the Facility, and that it has the full right and legal authority to enter into this Agreement and to grant the rights and perform the obligations of Owner herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

Section 13.2 Force Majeure. In the event that a party is prevented or delayed in the performance of any of its obligations under this Agreement (not including any payment obligation hereunder) due to circumstances beyond its control, including but not limited to, (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion occurring at the Facility, or (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement (each, a "*force majeure*" event) , then, subject to Section 4.1 above, performance hereunder by the affected party shall be excused for the period of delay.

Section 13.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; however, Oventions or Owner may, without the prior written consent of the other, assign this Agreement and/or its rights and obligations hereunder (i) to any person or entity who succeeds (whether by merger, consolidation or sale of assets or equity or the like) to all or substantially all of the business and properties of such party, or (ii) in connection with a corporate restructuring, to any person who is an owner, parent, subsidiary or affiliate of such party, and who carries on the business of such party in substantially the same manner. Any assignee of Oventions or Owner pursuant to the preceding sentence must agree in writing to assume the assignor's obligations hereunder, in whole or in part (as applicable), in order for such assignment to become effective. This Agreement shall be binding on the parties' successors and permitted assigns.

Section 13.4 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Owner:	If to Oventions:
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Columbus Civic Center 400 4 <sup>th</sup> Street Columbus, GA 31901-2714 Attn: Jon Dorman, Director	Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality 3601 S. Broad St Philadelphia, PA 19148 Attn: President
With a copy to: Columbus Consolidated Government P.O. Box 1340 Columbus, GA 31902-1340 OR 100 Tenth Street Columbus, GA 31901 Attn: Isaiah Hugley, City Manager	With a copy to: Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality 3601 S. Broad St Philadelphia, PA 19148 Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 13.5 Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 13.6 Entire Agreement. This Agreement (including the schedule(s) attached hereto) together with the City's RFP No. 18-0020 , any addenda thereto, and Contractor's proposal dated April 27, 2018, which are incorporated herein by reference constitute the signed Contract which is the entire agreement of the parties with respect to the subject matter hereof.

Section 13.7 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

Section 13.8 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 13.9 Waiver: Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 13.10 Relationship of Parties. Oventions is engaged by Owner hereunder as an independent contractor to perform the services described herein, and nothing contained in this Agreement shall be deemed to create, whether express or implied, a partnership, joint venture, employment, or agency relationship between Owner and Oventions, except as otherwise expressly set forth in this Agreement

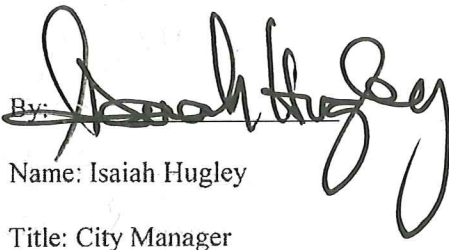
Section 13.11 Counterparts Faxed or Emailed Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic mail, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.


IN WITNESS WHEREOF, each party hereto has caused this Food and Beverage Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

COLUMBUS, GA

OVATIONS FOOD SERVICES, L.P.  
d/b/a Spectra Food Services & Hospitality

By: Oventions Food Services, LLC  
its general partner

By:   
Name: Isaiah Hugley  
Title: City Manager

By:   
Name: Brian R. Hanbury  
Title: President

EXECUTION AUTHORIZED  
By Resolution No. 316-18

**SCHEDULE 1  
INSURANCE**

At all times during the Term of this Agreement, Ovations shall maintain the following coverages, in the amounts set forth below:

<u>Coverage</u>	<u>Amount</u>
Commercial General Liability, including Products Coverage	\$1,000,000 per occurrence
Excess Liability	\$5,000,000 per occurrence and aggregate
Commercial Automobile Liability	\$1,000,000 per accident
Workers Compensation	
Crime	As required under law
Liquor Liability (if applicable)	\$1,000,000

**EXHIBIT A**

*Columbus Consolidated Government*

*Alcohol Management Services for the Columbus Civic Center (Annual Contract)*

*Business Requirements*

*RFP No. 18-0020*

## BUSINESS REQUIREMENTS

**\*\* Section Redacted \*\***

These documents have been filed in the Purchasing Division

5<sup>th</sup> Floor – Finance Department  
100 10<sup>th</sup> Street  
Columbus, Georgia 31901

Please contact Purchasing to view these documents at ext: 3069

**EXHIBIT B**

*Columbus Consolidated Government*

*Alcohol Management Services for the Columbus Civic Center (Annual Contract)*

*Request for Proposals*

*RFP No. 18-0020*

# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706-653-4105, Fax 706-653-4109  
BidLine 706-225-4536

March 28, 2018

<b>REQUEST FOR PROPOSALS:</b>  <b>RFP No. 18-0020</b>	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:  <b>ALCOHOL MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER (ANNUAL CONTRACT)</b>
<b>GENERAL SCOPE</b>	The Consolidated Government of Columbus, Georgia (the City) is seeking proposals from qualified vendors to provide alcohol (beer/wine/liquor) management services at the Columbus Civic Center. The contract shall commence on October 1, 2018 (date subject to change).
<b>DUE DATE</b>	<b>APRIL 27, 2018 – 5:00 PM (EASTERN)</b>  Sealed 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, 5 <sup>th</sup> Floor, Government Center, 100 Tenth Street, Columbus, Georgia.
<b>NON-MANDATORY SITE VISIT</b>	A <u><b>Non-Mandatory</b></u> Site Visit can be scheduled beginning April 9, 2018 through April 20, 2018, Monday through Wednesday, between the hours of 9:00AM - 3:00PM. To make an appointment for the site visit, contact Charles Benjamin at (706) 225-4882.
<b>ADDENDA</b>	<b><u>IMPORTANT INFORMATION</u></b>  The Purchasing Division will post addenda (if any) for this project at <a href="http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm">http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm</a> . <b>It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.</b>
<b>NO PROPOSAL SUBMISSION</b>	<i>If you are not interested in this solicitation, please complete and return page 3.</i>

Andrea J. McCorvey  
Purchasing Division Manager

# **IMPORTANT INFORMATION**

## **E-Notification**

*Effective December 31, 2014*, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors, and began using the Georgia Procurement Registry e-notification system.

You must register with the Team Georgia Marketplace/Georgia Procurement Registry to receive future procurement notifications at

**<http://doas.ga.gov/Suppliers/Pages/SupplierStart.aspx>**.

**If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:**

**Telephone: 404-657-6000**

**Fax: 404-657-8444**

**Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)**

# STATEMENT OF "NO PROPOSAL SUBMISSION"

**Notify the Purchasing Division if you do not intend to submit a Proposal:**

Email [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org) or return this form, via fax or mail, to:

Fax number (706) 225-3033

**Attn: Sandra Chandler, Buyer I**

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP NO. 18-0020** for **Alcohol Management Services/Columbus Civic Center (Annual Contract)** for the following reason(s):

\_\_\_\_\_ Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)

\_\_\_\_\_ There is insufficient time to respond.

\_\_\_\_\_ We do not offer this product and/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.

\_\_\_\_\_ Other (specify below)

**Comments:** \_\_\_\_\_

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

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

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

**AGENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 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 - \$10,000 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 \$10,000, 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 offeror. 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.

## **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 FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

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

Email [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org) or use the attached "Question/Clarification" Fax Form (on the following page) to submit questions.

# QUESTION/CLARIFICATION FAX FORM

Date: \_\_\_\_\_

To: Sandra Chandler, Buyer I  
Email [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org) or  
Fax (706) 225-3033

Re: **RFP No. 18-0020; Alcohol Management Services/Columbus Civic Center (Annual Contract)**

**I have the following concerns/questions about the specifications for the above cited proposal:**

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**Questions/clarification requests must be submitted at least (5) business days before the due date.**

From:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Website

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Complete Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

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

## **Alcohol Management Services for Columbus Civic Center (Annual Contract) RFP No. 18-0020**

The Consolidated Government of Columbus, Georgia (the City) invites proposal submissions from qualified vendors to provide alcohol (beer/wine/liquor) management services at the Columbus Civic Center. The contract shall commence on October 1, 2018 (date subject to change).

### **A. PROPOSAL SUBMITTAL DATE:**

**SEALED PROPOSALS ARE DUE: APRIL 27, 2018 NO LATER THAN 5:00 PM (EASTERN). Submit one (1) original and nine (9) identical hard copies of the proposal. *For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.***

To achieve uniform review process and maximum degree of comparability, proposals should be spiral bound on the left hand side or in a ring binder and organized in tabbed sections. *For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.* The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government  
Purchasing Division

**RE: RFP No. 18-0020; Alcohol Management Services/Columbus Civic Center  
(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 offeror 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 offeror 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 OFFERORS 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.**

**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.

**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. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:**

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

**L. 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 offerors 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. INSURANCE:**

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

**R. HOLD HARMLESS AGREEMENT:**

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors 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.

**S. 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 Director 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 Director, such director 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 Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. 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 Director 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. Excuses 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 Director 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 Director shall ascertain the facts and extent of such failure, and, if such director 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.

**T. TIME FOR CONSIDERATION:**

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

**U. CONTRACT AWARD:**

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

**V. 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.

**W. GOVERNING LAW:**

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

**X. 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.

**Y. PAYMENT DEDUCTIONS:**

The City reserves the right to deduct from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

**Z. PAYMENT TERMS:**

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

**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.

# **SPECIFICATIONS**

## **ALCOHOL MANAGEMENT SERVICES FOR COLUMBUS CIVIC CENTER (ANNUAL CONTRACT)**

**RFP No. 18-0020**

### **I. SCOPE OF SERVICES**

It is the intent of the Columbus Consolidated Government (City) to enter into an annual contract with a qualified offeror to provide all equipment and personnel necessary to provide alcohol (beer/wine/liquor) beverage management services at the Columbus Civic Center.

The RFP for Alcohol Management Services/Columbus Civic Center will extend to all locations and events held in South Commons, to include: Memorial Stadium, Golden Park, and Softball Complex. There is no current sports tenant on these additional premises and event activity is minimal for the needs of alcohol services. Programming for events that have alcohol service needs currently include concerts held in these locations. These bookings are sporadic and number less than five (5) per year. It is the desire of the department to increase these events in the future, and possibly extend to any sporting tenants that may occupy South Common's premises.

The capacity for each of the following are:

- 1) Memorial Stadium – Up to 10,000
- 2) Golden Park – Up to 5,000
- 3) South Commons Softball Stadium – 1,500

**PLEASE NOTE: IF NO ACCEPTABLE OFFER IS RECEIVED, THE DIRECTOR OF THE CIVIC CENTER WILL HAVE THE AUTHORITY TO NEGOTIATE WITH POTENTIAL OFFERORS TO OBTAIN AN ACCEPTABLE OFFER.**

### **II. INTRODUCTION**

The Columbus Civic Center 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 provides a scenic walk along the river from the downtown area, the Historic Hilton Hotel, and the Columbus Convention and Trade Center.

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 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

### III. STATISTICS (July 1, 2016-June 30, 2017)

Total Gross Sales/Liquor (after sales tax) 2017: \$475,965.00

Average attendance, classified by type of event:  
*(Events between July 1, 2016 and June 30, 2017)*

Indoor Football (8) – 1,700
Concerts (14) – 3,500
Fall Fair (1) – 34,000
Family Shows (5) – 3,200
Wrestling (2) – 3,500

Average sales, classified by type of event:

Concerts – \$23,038.00
Indoor Football – \$3,500.00
Wrestling – \$4,000.00

Current prices for beer, alcohol and wine:

Canned Beer – \$6.00
Draft Beer (20 oz.) – \$6.50
Mixed Drinks – \$8.00
Double Drink – \$14.00
Wine – \$5.50

# of cash registers available for vendor use: None

# of mobile bars available: Seven (7) portable bars and three (3) portable keg coolers with two (2) kegs each

**Special Note:** Vendor will only provide soft drinks and water needed for alcoholic mixed drinks. The Civic Center will sell sodas and water, and if the Civic Center has exclusive pouring rights with a specific company in the future, it will be a requirement that those products be used.

### IV. FACILITY TOUR/NON-MANDATORY SITE VISIT

Vendors have the option to visit the Columbus Civic Center to become fully acquainted with existing conditions, facilities, difficulties and restrictions. Beginning April 9, 2018 through April 20, 2018, Monday through Wednesday, between the hours of 9:00AM – 3:00PM. To make an appointment for the site visit, contact Charles Benjamin at (706) 225-4882.

### V. TERM OF CONTRACT

**A.** The initial term of the contract will be for three (3) years, with the option to renew for two (2) 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 City Purchasing Manager, normally sixty days before the expiration date of the current contract period. 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 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 30 days prior notice, in writing, to the other party, may cancel this contract.

## **VI. 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.

## **VII. INSURANCE**

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 (Form 1)**. **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.

## **VIII. E-VERIFY/GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

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 (see [http://www.dol.state.ga.us/spotlight/sp\\_sb\\_529\\_new\\_rules.htm](http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm)). To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

## **IX. AWARD**

This contract will be awarded in the best interest of the City. Columbus Consolidated Government will be the sole judge of the factors and will award the contract accordingly.

# **TECHNICAL SPECIFICATIONS ALCOHOL MANAGEMENT SERVICES**

## **I. REQUIREMENTS**

Alcohol management services shall include the following:

- A. Successful bidder shall have the exclusive right to sell Alcoholic Beverages to include: Beer, Wine and Liquor.
- B. The Successful bidder must possess a "Mixed Drink, Beer, Wine" consumption on premises alcohol beverage license that has been approved to sell alcohol beverages on Sunday". This license will be transferred for event dates at the Civic Center until the new license can be issued (40-60 day process.).
- C. 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.
- D. 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.
- E. 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. 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.
- F. Locations for permanent bars and other setups will be determined by each event needs and will dictate final setups by type and design.
- G. 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.
- H. All bidders should demonstrate a relationship and/or reference from distributors in the areas of beer, wine and liquor.
- I. Minimum starting bid for this area will be 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 alcohol services. Any existing equipment in the facility may be utilized by the Operator.
- 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.
- D. 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.
- E. The successful Contractor agrees to and will provide the City with a performance 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.
- F. 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.
- 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 alcoholic beverages for the purpose of determining the quality and quantities of said beverages 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.
- I. 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.

### 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.

#### 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 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 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 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. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

**Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit*, 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.**

Offeror's proposal submission shall include the following sections:

## **PART A: TECHNICAL PROPOSAL**

#### **Section 1: Transmittal Letter**

The transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name and email of contact person(s) during this proposal process. The transmittal letter must contain a statement to the effect that the proposal is binding for at least 120 days from the proposal date. An authorized agent of the firm must sign the transmittal letter.

- Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (*Form 2*)**  
A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; **failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.** To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.
- Section 3: Addenda Acknowledgement**  
Acknowledge receipt for all addenda (if any). Addenda will be posted at: [http://www.columbusga.org/finance/Excel\\_Docs/Bid\\_Opportunities.htm](http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm). **It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.**
- Section 4: 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 5: Client Work History**  
Use **Form 4** to list the last five (5) entities for which similar work has been performed within the last five (5) years. Include the entity name and address; contact name, email and telephone number; a brief description of the type of services provided.
- Section 6: Organization Plan**  
An operational plan, including, as a minimum:  
A. A resume of the experience, education and performance record in the alcoholic beverage business of the proposed manager(s) for the Columbus Civic Center, for whom the City will have the right of approval.  
B. Proposed listing of alcoholic beverages for the Columbus Civic Center 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.**
- Section 7: Contract Signature Page**  
Complete **Form 5**. City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal/negotiation documents; and any clarification documents.
- Section 8: Performance Bond Capabilities**  
Provide satisfactory proof that your company will be able to furnish a performance and payment bond at the execution of the contract (i.e. letter from surety company) in accordance with Page 17, Item E.
- Section 9: Operator's Fee as a Percentage of Gross Revenues**  
In return for the exclusive rights awarded pursuant to this proposal, the Proposer agrees to pay a minimum of 40% of gross sales. **(Complete Attachment A)**
- Section 10: Sample Agreement**  
Provide a copy of any agreements that must be signed, if your firm is awarded the contract.

## **PART B: BUSINESS DOCUMENTS**

IN A **SEPARATE ENVELOPE**, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

### **Business Requirements**

A. Provide Insurance Checklist (*Form 1*) *or* provide a *Certificate of Insurance*

B. Form W-9 (*Form 3*)

C. Provide a copy of a current valid business license.

Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) 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. 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, at telephone 706-225-3091.

## **VI. PROPOSAL EVALUATION PROCESS**

### **1.0 RFP EVALUATION**

Each proposal 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:

<b>Criteria for Evaluation Weight</b>	<b>Weight</b>
A. Qualifications/Experience	75%
B. Service Plan	25%
Total	100%

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

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

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

**ATTACHMENT A**  
**ALCOHOL MANAGEMENT SERVICES**  
**GROSS SALES PERCENTAGE**

	<b>Year #1</b>	<b>Year #2</b>	<b>Year #3</b>	<b>Year #4</b>	<b>Year #5</b>
<b>Percentage of Gross Revenues</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>

**FORM 1****INSURANCE CHECKLIST****RFP No. 18-0020****ALCOHOL MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER  
(ANNUAL CONTRACT)****CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE  
AND ENDORSEMENTS INDICATED BY "X"**

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

<b>Required Coverage(s)</b>		<b>Limits (Figures denote minimums)</b>	<b>Bidders Limits/Response</b>
<b>X</b>	1. Worker's Compensation and Employer's Liability	<b>STATUTORY REQUIREMENTS</b>	
	<b>Comprehensive General Liability</b>		
<b>X</b>	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	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	
	<b>Automobile Liability</b>		
<b>X</b>	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
<b>X</b>	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
<b>X</b>	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	
<b>X</b>	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	

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

\*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.

**BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate of Insurance.

BIDDER NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**VENDOR INFORMATION REGARDING**  
**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.

**See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

**Information is available at: [http://www.dol.state.ga.us/spotlight/sp\\_sb\\_529\\_new\\_rules.htm](http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm)**

## FORM 2

### CONTRACTOR AFFIDAVIT

#### E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

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:

\_\_\_\_\_  
Company ID Number (*numerical, 4-7 digits*)

\_\_\_\_\_  
Date of Authorization

**\*\*See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

\_\_\_\_\_  
Name of Contractor

**Alcohol Management Services/Columbus Civic Center (Annual Contract) (Annual Contract)**

\_\_\_\_\_  
Name of Project

**Columbus Consolidated Government**

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_, 20\_\_ 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:*

**A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.**

**“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

**Alcohol Management Services/Columbus Civic Center (Annual Contract) (Annual Contract)**  
Name of Project

**Columbus Consolidated Government**  
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 privity 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

**Alcohol Management Services/Columbus Civic Center (Annual Contract) (Annual Contract)**

\_\_\_\_\_  
Name of Project

**Columbus Consolidated Government**

\_\_\_\_\_  
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:

# FORM 3

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- 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).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**FORM 4****CLIENT WORK HISTORY****ALCOHOL MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER (ANNUAL CONTRACT)****RFP No. 18-0020**

List the last five (5) entities for which similar work has been performed within the last five (5) years.

<b>Name and Address of Client:</b>	<b>Point of Contact:</b> <b>Email:</b> <b>Telephone:</b> <b>Fax:</b>
<b>Description of services provided:</b>	
<b>Contract Amount:</b>	
<b>Name and Address of Client:</b>	<b>Point of Contact:</b> <b>Email:</b> <b>Telephone:</b> <b>Fax:</b>
<b>Description of services provided:</b>	
<b>Contract Amount:</b>	
<b>Name and Address of Client:</b>	<b>Point of Contact:</b> <b>Email:</b> <b>Telephone:</b> <b>Fax:</b>
<b>Description of services provided:</b>	
<b>Contract Amount:</b>	
<b>Name and Address of Client:</b>	<b>Point of Contact:</b> <b>Email:</b> <b>Telephone:</b> <b>Fax:</b>
<b>Description of services provided:</b>	
<b>Contract Amount:</b>	
<b>Name and Address of Client:</b>	<b>Point of Contact:</b> <b>Email:</b> <b>Telephone:</b> <b>Fax:</b>
<b>Description of services provided:</b>	
<b>Contract Amount:</b>	

# FORM 5

## CONTRACT SIGNATURE PAGE ALCOHOL MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER (ANNUAL CONTRACT) RFP NO. 18-0020

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

\_\_\_\_\_  
Witness as to the signing of the contract

By: \_\_\_\_\_  
Signature of Authorized Representative      Date

\_\_\_\_\_  
Witness as to the signing of the contract

\_\_\_\_\_  
Print Name and Title of Signatory

(Corporate seal, if applicable)

Company: \_\_\_\_\_

*Company Ordering Address*

*Company Payment Address*

\_\_\_\_\_  
Contact: \_\_\_\_\_

\_\_\_\_\_  
Contact: \_\_\_\_\_

Contact Email \_\_\_\_\_

Contact Email \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

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\*\***

☒ **CHECKLIST** ☒

ALCOHOL MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER  
(ANNUAL CONTRACT)  
RFP No. 18-0020

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE CONTRACT SIGNATURE PAGE HAS BEEN SIGNED.
- ☐ 2. THE PRICES HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
- ☐ 4. ALL PROPOSAL SUBMISSION REQUIREMENTS.
- ☐ 5. ENVELOPE INCLUDES **ONE** (1) ORIGINAL AND **NINE** (9) COPIES OF PROPOSAL RESPONSE. *(Please only send one copy of "Business Requirements".)*
- ☐ 6. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

**Columbus Consolidated Government  
Purchasing Division – Attn: Sandra Chandler  
5<sup>th</sup> Floor, Tower Bldg  
100 10<sup>th</sup> Street  
Columbus, Georgia 31902-1340**

- ☐ 7. THE MAILING ENVELOPE/PACKAGE HAS BEEN SEALED AND MARKED WITH THE:

**Alcohol Management Services/Columbus Civic Center (Annual**  
TITLE: **Contract)**  
NUMBER: **RFP No. 18-0020**  
OPENING DATE: **April 27, 2018**



Please only submit what is required; keep the remaining pages for your records.

**\* Opening date subject to change by Addendum**

**EXHIBIT C**

Alcohol Management Services for the Columbus Civic Center (Annual Contract)

*Ovations Food Services L.P. d/b/a Spectra Food Services & Hospitality*

*Proposal*

ORIGINAL

**SPECTRA FOOD SERVICES & HOSPITALITY**  
RESPONSE TO  
**RFP NO. 18-0020 - ALCOHOL MANAGEMENT SERVICES/  
COLUMBUS CIVIC CENTER**

**PART A - TECHNICAL PROPOSAL**

APRIL 27, 2018



**SPECTRA**



**TRANSMITTAL LETTER**



# SPECTRA

**CHARLES LAWRENCE**

Senior Vice President, Business Development, Spectra Food Services & Hospitality

18228 US Highway 41 North, Lutz, FL 33549

O: 813.948.6900 x121 M: 678.480.415 Charles\_Lawrence@comcastspectacor.com

April 27, 2018

Sandra Chandler  
Columbus Consolidated Government  
Purchasing Division  
P.O. Box 1340  
Columbus, GA 31902-1340

Dear Ms. Chandler,

Enclosed, please find Spectra Food Services & Hospitality's Response to the Columbus Consolidated Government's RFP for Alcohol Management Services of Columbus Civic Center. We're proud of the relationship we have built with you and the success we have shared at the Civic Center. Having served as your Alcohol Management service provider since 2014, we are excited for the opportunity to continue our partnership long into the future.

Spectra partners with over 200 clients at more than 300 properties to create memorable experiences for millions of visitors every year. Spectra's expertise is embodied within three divisions: Food Services & Hospitality, Venue Management, and Partnerships. Spectra Food Services & Hospitality operates 250 properties, including 57 arenas, 44 convention centers, and 22 performing arts centers. Locally, in addition to proudly providing the services requested in this RFP, we operate the food and beverage services at the Columbus Georgia Trade and Convention Center.

Throughout our last four years operating at Columbus Civic Center, Spectra has continuously surpassed expectations and adapted to the needs of the facility. In the last two fiscal years we have delivered Columbus Consolidated Government more commission than you received from the previous operator, regardless of solely selling alcohol versus the prior full-service provider. Despite the loss of a tenant team, our onsite staff strives to bring these commission numbers to the City by promoting products, increasing efficiencies, and decreasing wait time.

Furthermore, Spectra Food Services & Hospitality can offer Columbus Civic Center a unique, cost-saving staffing model at the Columbus Civic Center with staffing synergies between the Civic Center and Columbus GA, Convention and Trade Center. This includes the oversight from our tenured General Manager Weezy Wingo Motzel, a 25-year industry veteran who joined Spectra when we began operations at the Convention and Trade Center in 2014. Weezy and her management team deliver Spectra's exemplary service to the Civic Center. Additionally, this local resource offers additional part-time staff via the Convention and Trade Center staffing system. This seamless staffing solution allows us to deliver to the Civic Center staff trained to meet Spectra's high service expectations.

Leading up to this RFP process, we closely examined our current operation at the Columbus Civic Center in order to identify opportunities for us to improve to the benefit to you and your guests. Through this due diligence we identified some areas for improvement, such as cooler repairs and updating ice machines. Moreover, to bring innovative and fresh concepts to the Center, we are pleased to offer the Columbus Civic Center a capital investment of \$25,000. We will work closely with the City to identify implementation of this investment, which could include items such as digital menu boards to expedite speed of service, additional portable bar units to increase points of sale, and the implementation of Ingenico Credit Card Processing units to increase speed of transactions.



**CHARLES LAWRENCE**

Senior Vice President, Business Development, Spectra Food Services & Hospitality

18228 US Highway 41 North, Lutz, FL 33549

O: 813.948.6900 x121 M:678.480.415 Charles\_Lawrence@comcastspectacor.com

Key highlights of our proposal are as follows:

- Evolving menu items to include small-batch craft cocktails through the addition of specialty dispensers
- Dedicating continued resources from local Spectra-operated property, Columbus GA, Convention and Trade Center, providing additional mentorship for our team as well as access to qualified part-time staff
- Offering continued corporate and regional support and a network of industry professionals – including Senior Vice President, Doug Drewes, who has overseen this account since Spectra began operations
- Continued staff training including TEAM Alcohol Management training and our turnkey customer service program: GREAT Experience—which ensures a positive experience for all guests, employees, and event planners that will be representative of Columbus Civic Center
- Capital investment to continue to improve the services offered at the Columbus Civic Center

**TECHNICAL INFORMATION**

**Company Ownership:** Ovations Food Services L.P. d/b/a Spectra Food Services & Hospitality is a Limited Partnership. The sole general partner is Ovations Food Services LLC, and the sole limited partner is Spectra US LLC.

**Contact Information:** Charles Lawrence, Senior Vice President, Business Development  
O: 813.948.6900 x121 | M:678.480.415 | Charles\_Lawrence@comcastspectacor.com

**CONCLUSION**

Spectra enthusiastically presents our proposal to the Columbus Consolidated Government, and we are dedicated to continue to provide the finest personal attention in addition to the aforementioned venue upgrades to ensure the best service possible at the Civic Center. We are passionate about continuing our partnership, and we hope that our commitment to the Columbus Civic Center and the Columbus Consolidated Government is apparent through our enclosed operating plan, ideas, and concepts.

Our proposal will remain in effect for at least 120 days from the proposal due date. We look forward to the next steps in this process.

Sincerely,

Charles Lawrence

SVP, Business Development & Client Relations



**AFFIDAVIT FOR E-VERIFY**

## **2. AFFIDAVIT FOR E-VERIFY**

Per the RFP, please find a completed, notarized E-Verify Affidavit on the following pages.

**FORM 2****CONTRACTOR AFFIDAVIT****E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT**

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:

**914295****10/6/15**Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

**\*\*See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Ovations Food Services LP d/b/a Spectra Food Services &amp; Hospitality

Name of Contractor

**Alcohol Management Services/Columbus Civic Center (Annual Contract) (Annual Contract)**

Name of Project

**Columbus Consolidated Government**

Name of Public Employer

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

Executed on April, 25, 2018 in Philadelphia (city), PA (state).

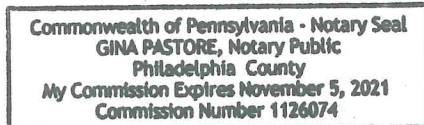
Signature of Authorized Officer or Agent

**Todd Glickman, SVP, Business Development**

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the 25 day of April, 2018.

NOTARY PUBLIC



My Commission Expires:

November 5, 2021

**A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.**

**"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

**Alcohol Management Services/Columbus Civic Center (Annual Contract) (Annual Contract)**

\_\_\_\_\_  
Name of Project

**Columbus Consolidated Government**

\_\_\_\_\_  
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:  
\_\_\_\_\_

**NOTE - OVATIONS FOOD SERVICES  
L.P. d/b/a SPECTRA FOOD SERVICES &  
HOSPITALITY IS NOT A  
SUBCONTRACTOR FOR THIS RFP  
RESPONSE, AND THUS WE HAVE  
COMPLETED THE FIRST PAGE ONLY.**

**"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 privity 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

**Alcohol Management Services/Columbus Civic Center (Annual Contract) (Annual Contract)**

\_\_\_\_\_  
Name of Project

**Columbus Consolidated Government**

\_\_\_\_\_  
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:

**NOTE - OVATIONS FOOD SERVICES  
L.P. d/b/a SPECTRA FOOD SERVICES &  
HOSPITALITY IS NOT A  
SUBCONTRACTOR FOR THIS RFP  
RESPONSE, AND THUS WE HAVE  
COMPLETED THE FIRST PAGE ONLY.**



**ADDENDA ACKNOWLEDGEMENT**

# **3. ADDENDA ACKNOWLEDGMENT**

At the time of submission, no Addenda associated with RFP No. 18-0020 for Alcohol Management Services/Columbus Civic Center have been issued.



**POLICIES**

# 4. POLICIES

## A. EEO POLICY

Spectra's policy is to provide equal employment opportunities to all individuals without regard to race, color, religion, creed, gender, gender identity, age, national origin or ancestry, citizenship, disability, sexual orientation, marital status, veteran status, membership in the uniformed services, genetic information, or any other basis protected by federal, state or local laws.

Also, to the extent required by law, equal employment opportunities are provided to all individuals regardless of any perception that the individual has a protected characteristic, or associates with a person who has or is perceived as having any protected characteristics.

We are committed to compliance with all applicable laws and providing equal employment opportunities. This commitment applies to all persons involved in our operations and prohibits unlawful discrimination by any Spectra employee.

We also prohibit retaliation against any employee, vendor, contractor or other third-party doing business with us who in good faith reports a violation of this policy or otherwise opposes discrimination or harassment, participates in an investigation of a potential violation of this policy, or otherwise engages in protected activity under the law.

## B. DRUG FREE WORK PLACE POLICY

Spectra is committed to providing a safe, healthy, and productive work environment for all employees. Our business culture has no room for illegal or inappropriate drug or alcohol use. In addition, we have a public responsibility to provide our customers with quality service through an efficient and safety-conscious workforce. In order to accomplish these goals, Spectra prohibits employees from using or abusing illegal drugs, and/or abusing or misusing prescribed medication(s). The use of alcohol and/or being under the influence of alcohol while on Company premises, while conducting Spectra business, while in Company vehicles, or while otherwise representing Spectra at any time or place is also prohibited.

### DRUGS

Spectra prohibits the use, possession, sale, purchase, manufacture, distribution, dispensation, or transfer of illegal drugs by any employee while both on-duty and off-duty. This policy also prohibits an employee from working under the influence of illegal drugs to any extent. Illegal drugs include, but are not limited to, controlled substances such as marijuana, cocaine, and heroin.

This policy does not apply to the lawful possession and use of prescription medications, provided they are used by the individual for whom they were intended and only used in the manner in which they were prescribed. Misuse or abuse of prescription medication is a violation of this Policy. Employees are responsible for consulting with their doctors or other licensed medical practitioners about the effect of prescribed medication on their ability to perform their specific job duties in a safe manner and promptly disclosing any work restrictions relating to their medication to their manager or Human Resources.

### ALCOHOL

Possessing, consuming, or being under the influence of alcohol while on Company property, during work time, or in a Company vehicle including during meal or rest breaks is prohibited (except for reasonable consumption of alcohol served at Company-sponsored events).

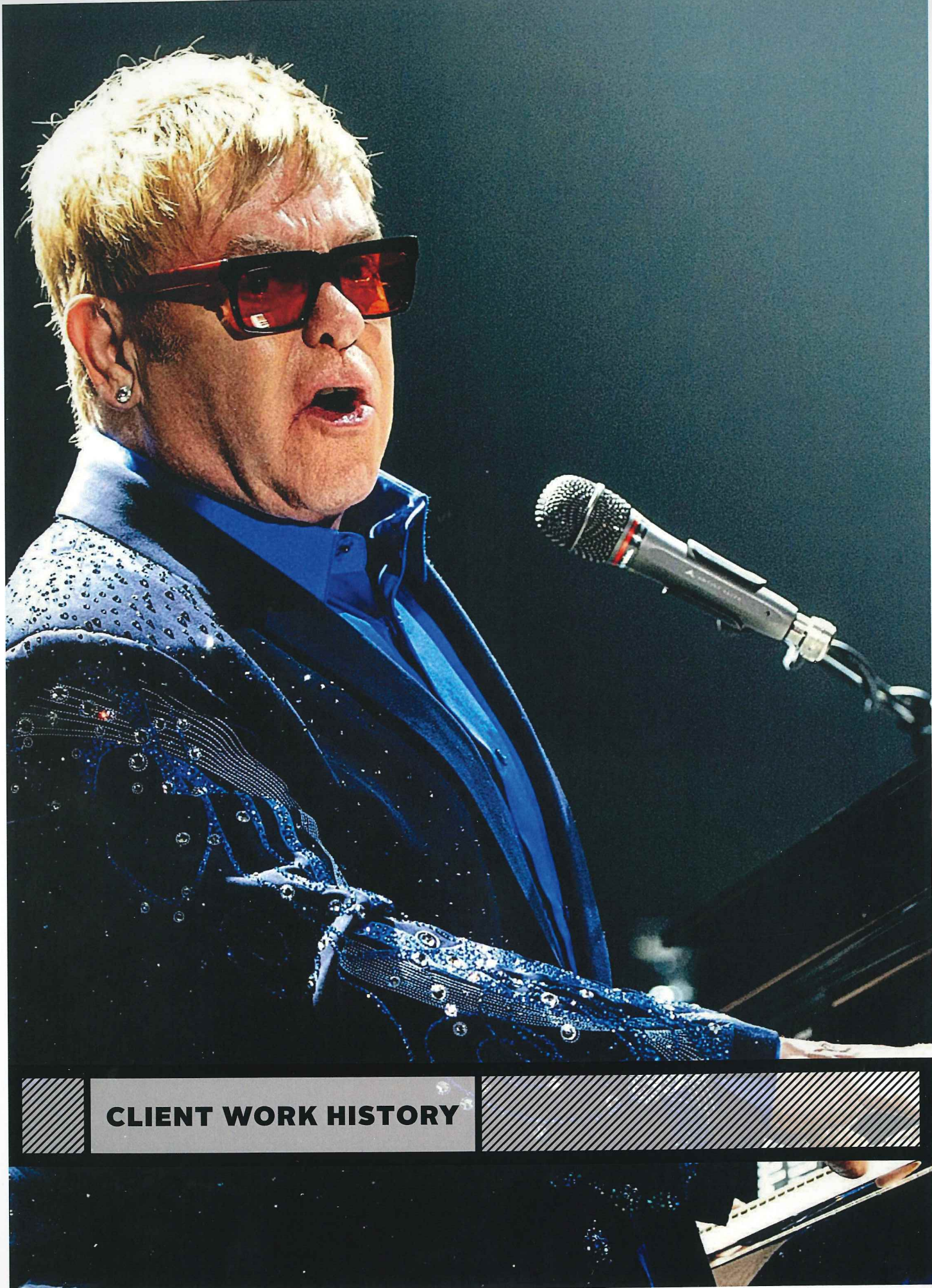
### TESTING

In order to ensure compliance with this Policy, Spectra may require employees and applicants who have received a conditional job offer to undergo drug and/or alcohol testing under the following circumstances (when permitted by applicable law):

- Pre-employment (drug testing only)
- Post-vehicular accident
- Post-workplace accident
- Where reasonable suspicion of drug and/or alcohol use exists
- As required by the Department of Transportation
- Follow-up to prior alcohol or drug-related incident(s)

Employees who are tested may be required to sign certain forms, including consent forms authorizing the Company and/or its representatives to receive the results of the testing.

Further details regarding both Equal Opportunity Policies and Drug Free Work Place Policies are disseminated to all Spectra Properties as part of the Spectra Employee Handbook.



**CLIENT WORK HISTORY**

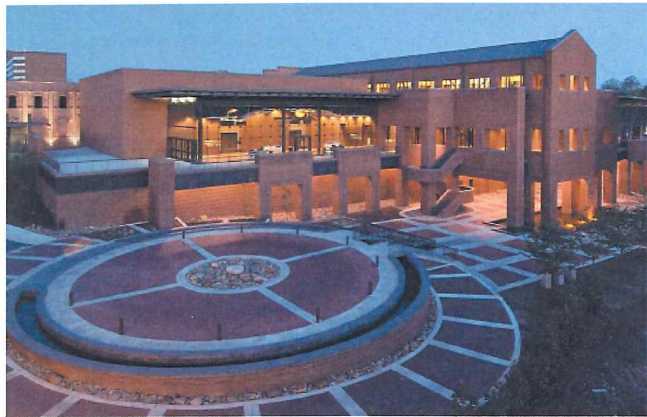
## 5. CLIENT WORK HISTORY

Per the RFP, on the following page we have included *Form 4*, which lists the last five most similar entities for which similar work has been performed. To describe the work that has been provided, following *Form 4* are detailed profiles on these five Spectra properties. These profiles include detailed information regarding type of services provided, facility specifications, market size, hosted events, and key successes for each. We would be happy to provide further information should you desire.

The properties highlighted included:

- Columbus Convention and Trade Center, Columbus, GA
- Augusta Entertainment Complex, Augusta, GA
- Durham Performing Arts Center, Durham, NC
- Ocean Center, Daytona, FL
- RP Funding Center, Lakeland, FL

At the conclusion of this section is Spectra's complete client list.



**FORM 4****CLIENT WORK HISTORY****ALCOHOL MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER (ANNUAL CONTRACT)  
RFP No. 18-0020**

List the last five (5) entities for which similar work has been performed within the last five (5) years.

<b>Name and Address of Client:</b> Columbus Georgia Convention & Trade Center 801 Front Ave Columbus, GA 31901	<b>Point of Contact:</b> Hayley Henderson, Assistant Director <b>Email:</b> hhenderson@columbusga.org <b>Telephone:</b> 706.225.3701 <b>Fax:</b> 706.327.0162
<b>Description of services provided:</b> Please see corresponding Client Profile on the following pages.	
<b>Contract Amount:</b> \$3,000,000-\$3,400,000 annually	
<b>Name and Address of Client:</b> Durham Performing Arts Center 123 Vivian Street Durham, NC 27701	<b>Point of Contact:</b> Bob Klaus, General Manager <b>Email:</b> blaus@dpacnc.com <b>Telephone:</b> 919.281.0586 <b>Fax:</b> 919.281.0818
<b>Description of services provided:</b> Please see corresponding Client Profile on the following pages.	
<b>Contract Amount:</b> \$1,200,000-\$1,600,000 annually	
<b>Name and Address of Client:</b> James Brown Arena 601 7th Street Augusta, GA 30901	<b>Point of Contact:</b> Cedric Johnson, Chairman of the Augusta-Richmond County Coliseum Authority <b>Email:</b> cejohnson@augusta.edu <b>Telephone:</b> 706.495.9579 <b>Fax:</b> 706.826.4790
<b>Description of services provided:</b> Please see corresponding Client Profile on the following pages.	
<b>Contract Amount:</b> \$1,000,000-\$1,400,000 annually	
<b>Name and Address of Client:</b> RP Funding Center 701 W Lime Street Lakeland, FL 33815	<b>Point of Contact:</b> Tony Camarillo, Executive Director <b>Email:</b> tony.camarillo@lakelandgov.net <b>Telephone:</b> 863.834.8133 <b>Fax:</b> 863.834.8101
<b>Description of services provided:</b> Please see corresponding Client Profile on the following pages.	
<b>Contract Amount:</b> \$1,800,000-\$2,400,000 annually	
<b>Name and Address of Client:</b> Ocean Center 101 N Atlantic Ave Daytona Beach, FL 32118	<b>Point of Contact:</b> Donald Poor, Director <b>Email:</b> dpoor@oceancenter.com <b>Telephone:</b> 386.245.4550 <b>Fax:</b> 386.254.4512
<b>Description of services provided:</b> Please see corresponding Client Profile on the following pages.	
<b>Contract Amount:</b> \$2,200,000-\$2,600,000 annually	

# COLUMBUS GA CONVENTION AND TRADE CENTER

Columbus, GA

ColumbusGATradeCenter.com

The Columbus Georgia Convention and Trade Center is a 200,000 square foot meeting and event complex in Columbus, GA. The Columbus Georgia Convention & Trade Center began its partnership with Spectra in July of 2014.

## NOTABLE EVENTS

- ThesCon - largest annual event, hosts 5,500 high school drama students from all over Georgia over three days for 21,000+ meals
- Blanchard Forum - VIP event, hosts 1,200 VIPs over a two-day period featuring speakers such as George W. Bush, Laura Bush, Mark Cuban, Peyton Manning, Steve Wozniak, and Octavia Spencer
- 2017 Georgia Organics Conference - Partnered with local farmers, chefs, and restaurants to create a 100% organic meal for 700 attendees

## TOTAL AVERAGE ATTENDANCE

Spectra serves 210,000 guests per year at the Columbus Georgia Convention and Trade Center.

## ACHIEVEMENTS

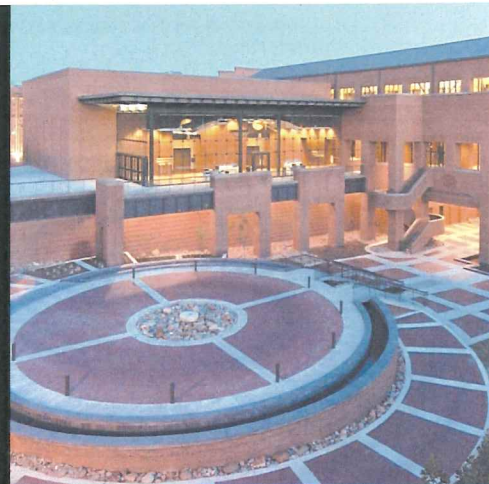
Spectra Food Services & Hospitality at Columbus GA, Convention and Trade Center achieves a guest survey score of 98% for guest service.

## PROMOTIONS

Spectra Food Services & Hospitality works closely with the on-site team to promote food and beverage services that help to drive the customer experience and increase bookings and revenues with promotions. An example of this is their chef marketing plan, which consists of promotional initiatives showcasing Spectra's Executive Chef Chris Walters through billboard advertisements, online videos and features and special events in order to entice the local community to book their events at the Trade Center.

## OPERATIONS & TECHNOLOGY

- Pre-makes signature cocktails for catered bars for faster service



## CLIENT REFERENCE

**HAYLEY HENDERSON**  
*Executive Director*  
P.O. Box 1611 or 801 Front Ave.  
Columbus, GA 31901  
706.225.3701  
hhenderson@columbusga.org

## SPECS

- 200,000 square ft
- 20 meeting rooms
- 1 grand ballroom that seats 1,300
- 3 large halls for public shows or private events

## SERVICES

- Concessions
- Catering
- Alcohol Service
- Premium Services

## CLIENT SINCE

- 2014



**SPECTRA**



VENUE  
MANAGEMENT



FOOD SERVICES  
& HOSPITALITY



PARTNERSHIPS

## CULINARY HIGHLIGHTS

Spectra Food Services & Hospitality's Everything's Fresh Philosophy ensures food is prepared fresh, in front of guests from locally sourced ingredients whenever possible. Highlights include:

- Promotes signature cocktails at catered bars matched to the client's color and taste preference
- Spectra typically prepares Southern Cuisine at the Columbus Georgia Convention and Trade Center

## COMMUNITY OUTREACH

Spectra has a proud tradition of community investment and a commitment to making a difference in the communities in which we operate. Examples include:

- Food donations to Safe House Ministries
- Compost to local farmer: Lisa Alexander
- Hosts the Young Chef's Academy where teenagers are taught basic culinary and banquet skills
- General Manager and Executive Chef are members of the Columbus Tech Culinary Advisory Board. General Manager is the President of the board.

## LOCAL PRODUCTS

Spectra purchases as many goods as possible from local farmers and suppliers including:

- Linen from locally-owned company Wade Linen
- Dinner rolls from local bakery Columbus Corner Bakery

## GREEN INITIATIVES

Spectra works to maintain proactive efforts to maintain sustainability practices in each venue in which we operate. Examples include:

- Donating leftover food and compostable food items locally
- Using compostable dinnerware



Spectra Chefs with a Prepared Buffet



First Annual Golden Whisk Competition Winners



Client Lunch

# AUGUSTA ENTERTAINMENT COMPLEX

Augusta, GA

AugustaEntertainmentComplex.com

The Augusta Entertainment Complex includes James Brown Arena and Bell Auditorium. James Brown Arena is a multi-purpose facility featuring an 8,000-seat arena. Spectra began its partnership with the Augusta Entertainment Complex in June of 2008.

## NOTABLE EVENTS

- Guitar Pull Annual Concert - 8,000 guests
- Elton John Concert - 7,100 guests
- Alan Jackson 25th Anniversary Concert - 6,300 guests
- Kevin Hart - 6,200 guests
- Augusta Beer Fest - 2,000 guests
- ALABAMA- 6,100 guests
- Zac Brown Band- 6,800 guests

## TOTAL AVERAGE ATTENDANCE

Spectra serves 200,000 guests per year at the Augusta Entertainment Complex.

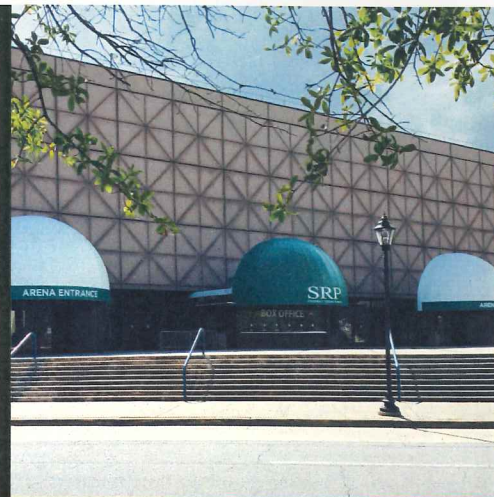
## PROMOTIONS

Spectra Food Services & Hospitality works closely with Spectra Venue Management to promote food and beverage specials that help to drive the customer experience and increase revenues with promotions and events like:

- Specialty Cocktails for concerts - an average of 3%-4% increase in liquor purchases per event
- 2 for \$20 Bomber Beer Special for concerts
- Augusta Beer Fest - 35 different breweries, 120 different craft beers, local food trucks and Bud Light Beer Truck that opened up with TVs and chairs for guests to hang out and relax

## OPERATIONS & TECHNOLOGY

- Digital Menu Boards
- Addition of local Beer Vending company to sell beer during sold out concerts - alleviates long lines at concession stands for guests who only want to purchase beer
- New POS system for concession stands
- Hand-held credit card machines for all portable stands



## CLIENT REFERENCE

**CEDRIC JOHNSON**  
Chairman of the Augusta-Richmond County  
Coliseum Authority  
1580 Walton Way  
Augusta, GA 30904  
706.495.9579  
cejohanson@augusta.edu

## SPECS

### JAMES BROWN ARENA

- 8,000 seats
- 15,000 square ft exhibit space
- 7 meeting rooms
- 1 VIP club

### THE BELL AUDITORIUM

- 2,700 seats
- 1 VIP Club
- 10,000 square ft exhibit space on the floor

## SERVICES

- Concessions
- Catering
- Alcohol Service
- Merchandise
- Premium Services

## CLIENT SINCE

- 2008

## DIVISIONS CONTRACTED



**SPECTRA**



VENUE  
MANAGEMENT



FOOD SERVICES  
& HOSPITALITY



PARTNERSHIPS

## CULINARY HIGHLIGHTS

Spectra Food Services & Hospitality's Everything's Fresh Philosophy ensures food is prepared fresh, in front of fans from locally sourced ingredients whenever possible. Highlights include:

- Bottomless Popcorn
- BBQ Pulled Pork Nachos - topped with BBQ pulled pork, nacho cheese and special BBQ sauce, served only at the "Q"
- Create Your Own Mac & Cheese Bowl - topped with choice of crab meat, shrimp and pulled pork
- Build Your Own Baked Potatoes - topped with choice of green onion, sour cream, shredded cheese, bacon, broccoli, butter and ham

## COMMUNITY OUTREACH

Spectra has a proud tradition of community investment and a commitment to making a difference in the communities in which we operate. Spectra participated in Halloween with a Heart at Patriots Park where 500 underprivileged children from 40 area schools were given the opportunity to Trick or Treat.

## CONCEPTS

Spectra has implemented a mix of concepts at the Augusta Entertainment Complex including:

- Fresh Classics
- The "Q" BBQ
- Vinny's Pizza
- Mix
- 8th Street Grille

## CUSTOMER EXPERIENCES

Having all three Spectra divisions (Food Services & Hospitality, Venue Management, and Partnerships) working together at the Augusta Entertainment Complex ensures an exceptional customer service experience that is seamless between partnerships, food and beverage, and venue management.



Alabama Concert at James Brown Arena- June 3, 2016



Windsor Club



Elton John concert at James Brown Arena- March 10, 2015

# DURHAM PERFORMING ARTS CENTER

Durham, NC  
www.dpacnc.com

Durham Performing Arts Center is a 103,000 square foot performing arts venue, located in Durham, NC and is a part of the American Tobacco Historic District for the Performing Arts. Spectra began its partnership with Nederlander and PFM in 2016.

## NOTABLE EVENTS

- Chris Rock - 7,600 guests, \$75,606 F&B sales over three shows in three days (first tour back after a decade)
- 3 Doors Down- \$11.60 per cap, \$22.2K sales (with a 1.5 hour sales window)
- Jeezy Ft. Juvenile- \$11.48 per cap
- Adam Sandler & Friends- \$7.60 per cap, \$21k sales
- John Isbell- 2 shows- \$58,564 sales, \$12.21 per cap

## AWARDS & ACHIEVEMENTS

- Listed five times in the top 5 in *Pollstar's* annual worldwide theater attendance rankings and is currently the #4 ranked theater in the US
- Listed four consecutive years as the #1 performing arts organization in the region by the *Triangle Business Journal*

## PROMOTIONS

Spectra Food Services & Hospitality works closely with the on-site team to promote food and beverage specials that help to drive the customer experience and increase revenues with promotions and events:

- During Broadway shows, concerts, and performing arts shows we offer specialty themed drinks to coincide with the event
- In an effort to provide expedited service during intermission we provide a pre-order option

## OPERATIONS & TECHNOLOGY

- Bypass POS System - provides quick service with the latest tablet technology
- Optimally staff and open all bar locations
- Utilize reporting to track sales, cost of sales, inventory levels, etc.

## CULINARY HIGHLIGHTS

Spectra Food Services & Hospitality's Everything's Fresh Philosophy ensures food is prepared fresh, in front of fans from locally sourced ingredients whenever possible. Highlights include:

- Introduced new menu items such as chicken salad, croissants, gourmet petite cakes (key lime, red velvet, cheesecake, and chocolate fudge), and lemon blueberry cookies
- Introduced a new catering menu that continues to grow month by month, driven by guest feedback

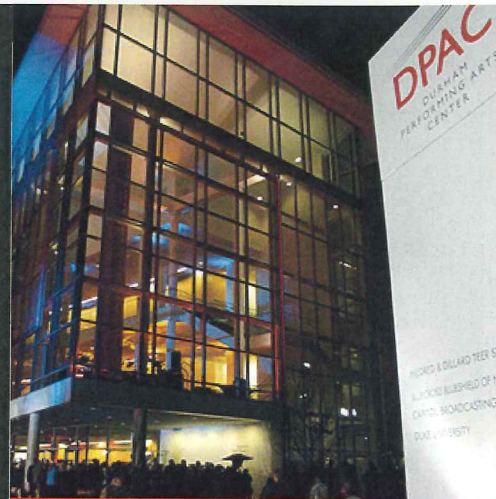
## COMMUNITY OUTREACH

Spectra has a proud tradition of community investment and a commitment to making a difference in the communities in which we operate. In March of 2017, Spectra participated in a community service event for the Keep Durham Beautiful organization in which they volunteered and planted trees in one of the neighborhoods in the Durham area.

## LOCAL PRODUCTS

Spectra purchases as many goods as possible from local farmers and suppliers including:

- Cake Pops from Raleigh Cake Pops
- Draft beer from FullSteam, a local microbrewery
- Sweets By Alexandria, a local cupcake vendor



## CLIENT REFERENCE

BOB KLAUS  
General Manager  
123 Vivian Street  
Durham, NC 27701  
919.281.0586  
blaus@dpacnc.com

## SPECS

- 2,700 seat theater

## SERVICES

- Concessions
- Catering
- Alcohol Service

## CLIENT SINCE

- 2016

## DIVISIONS CONTRACTED



SPECTRA



VENUE  
MANAGEMENT



FOOD SERVICES  
& HOSPITALITY



PARTNERSHIPS

# OCEAN CENTER

Daytona Beach, FL

OceanCenter.com

The Ocean Center is a 250,000 square foot meeting and event complex in the heart of Daytona Beach. The Ocean Center began its partnership with Spectra in November of 2007.

## NOTABLE EVENTS

- State Cheer and Dance - over \$81,000 in sales
- Avatar Wizards Conference - 3,000 guests
- National Mobility Equipment Dealers Association - 800 guests
- Humane Society Fur Ball Gala - 700 guests
- Sports Turf Managers Association - 600 guests
- Florida Fire Chiefs Association
- New Spring Church- 7,000 guests, 28,000+ total meals
- 2017 Shriners Imperial Convention

## TOTAL AVERAGE ATTENDANCE

Spectra serves 200,000 guests per year at the Ocean Center.

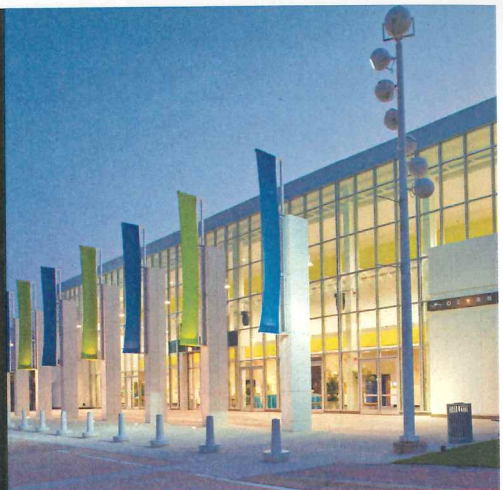
## PROMOTIONS

Spectra Food Services & Hospitality takes pride in its close relationship with the Daytona Ocean Center sales team, working hand-in-hand to help promote the building through events such as:

- Daytona Regional Chamber's "Hob Nob" Event - Resulted in booking of the Childhood Cancer Foundation's Annual Gala
- 3rd Annual WedPro's Wedding Show - 20 vendors and over 150 future brides in attendance
- Familiarization Tour for Meeting Planners - host opening reception as well as plan and execute community tours
- Familiarization Tour for Sports Meeting Planners - prepared themed meals

## OPERATIONS & TECHNOLOGY

- Wireless credit card machines added to portable and permanent concession stands



## CLIENT REFERENCE

DONALD POOR

Director

101 N Atlantic Avenue

Daytona Beach, FL 32118

386.245.4550

dpoor@oceancenter.com

## SPECS

- 94,695 square ft exhibit hall
- 42,000 square ft, 9,000-seat arena
- 11,715 square ft, 800-seat ballroom
- 29 meeting rooms
- 1 sales suite

## SERVICES

- Concessions
- Catering

## CLIENT SINCE

- 2007



**SPECTRA**

## DIVISIONS CONTRACTED



VENUE  
MANAGEMENT



FOOD SERVICES  
& HOSPITALITY



PARTNERSHIPS

## CULINARY HIGHLIGHTS

Spectra Food Services & Hospitality's Everything's Fresh Philosophy ensures food is prepared fresh, in front of guests from locally sourced ingredients whenever possible. Highlights include:

- Custom menus developed for each event to fit various themes and budgets
- CMCA - interactive lunch with two "build your own" paella stations, designed to get meeting planners involved

## COMMUNITY OUTREACH

Spectra has a proud tradition of community investment and a commitment to making a difference in the communities in which we operate. Examples include:

- Food donations to local shelters
- Tours for local leadership groups and school systems
- Presentations to Daytona State College Culinary Arts Program
- Participation in site visits and panel discussions for Bethune Cookman University's College of Hospitality

## LOCAL PRODUCTS

Spectra purchases as many goods as possible from local farmers and suppliers including:

- Produce from Eat Florida Fresh, a Fresh Point initiative
- Specialty Items/Candies from Angel and Phelps Chocolate Company

## GREEN INITIATIVES

Spectra works to maintain proactive efforts to maintain sustainability practices in each venue in which we operate. Examples include:

- Developing a "Green Team" - a 4-person committee to ensure recycling programs are implemented
- Use Eco-Smart paper products
- Use Eco-Smart containers for catering events and concessions



Meeting/Board Room



Ballroom



Cocktail Set-Up

## RP FUNDING CENTER

Lakeland, FL

RPFundingCenter.com

The RP Funding Center is an 8,178-seat multi-purpose arena and theatre located in Lakeland, FL. The building opened November 1974 as the Lakeland Civic Center. The RP Funding Center began its partnership with Spectra in November 2009.

### NOTABLE EVENTS

- High School Basketball Championships - 15,000 guests
- Women's Basketball Finals - 10,000 guests
- Elton John Concert - 8,000 guests
- Methodist Convention - 5,000 guests
- WWE Arena - 4,500 guests
- Snowbirds Convention - 4,000 guests
- Chamber of Commerce Gala Dinner - 1,000 guests
- Beerfest - 1,000 guests

### TOTAL AVERAGE ATTENDANCE

Spectra serves 225,000 guests per year at the RP Funding Center.

### ACHIEVEMENTS

- Safety and Sanitation Recognition - Spectra's Lakeland team was recognized by Florida's Governor in 2011 and 2012 for being one of only 13 food service establishments in the state of Florida without any safety or sanitation violations
- Certificate of Appreciation from VISTE - Awarded for Spectra's volunteer efforts
- Spectra's Chef Wayne Haggard was awarded the Best Entrée Award at Top Chef of Polk County 2017

### PROMOTIONS

Spectra Food Services & Hospitality works closely with the venue to promote food and beverage specials that help to drive the customer experience and increase revenues. One example included creating a BeerFest called "Pints for Paws" that not only increased sales, but donated thousands of dollars to local animal charities:

- Draws over 1,000 guests annually
- Brought in over \$45,000 in revenue since event inception
- Donated \$15k over a 3 year span to the Humane Society



### CLIENT REFERENCE

**TONY CAMARILLO**  
*Executive Director*  
701 West Lime Street  
Lakeland, FL 33815  
863.834.8133  
tony.camarillo@lakelandgov.net

### SPECS

- 2,500 seat theater
- 7,000 seat arena
- 60,000 square ft convention center
- 14 meeting rooms
- 130 room, 300,000 square ft attached Hyatt Hotel

### TENANTS

- Florida Tropics (MASL)
- Lakeland Magic (NBA G League)

### SERVICES

- Concessions
- Catering
- Facility Design
- Marketing and Branding
- Purchasing
- Data and Analytics

### CLIENT SINCE

- 2003

### DIVISIONS CONTRACTED



**SPECTRA**



VENUE  
MANAGEMENT



FOOD SERVICES  
& HOSPITALITY



PARTNERSHIPS

## OPERATIONS & TECHNOLOGY

- Installing digital menu boards
- Updating the POS System to ByPass Mobile
- Implementing hand-held devices for in-seat ordering and "line busting" or taking orders within the line to reduce guest wait time

## CULINARY HIGHLIGHTS

Spectra Food Services & Hospitality's Everything's Fresh Philosophy ensures food is prepared fresh, in front of fans from locally sourced ingredients whenever possible. Highlights include:

- Breads and produce are purchased from local suppliers when possible
- Spectra's Executive Chef works with clients to develop custom catering menus for each event to fit various event themes and budgets
- Guest favorites include Panko Dijon Crusted Chicken, Grilled Mahi Mahi, Spherical Guava Caviar, Vegetable Strudel and Raider's Rum Punch

## COMMUNITY OUTREACH

Spectra has a proud tradition of community investment and a commitment to making a difference in the communities in which we operate. Examples Include:

- Employees volunteer at the VISTE (Volunteers in Service to the Elderly) Thanksgiving Dinner event, which feeds more than 2,000 local families annually
- Funnel more than \$15,000 back into the local community each year through not-for-profit volunteer program
- Host "Pints for Paws" each year, resulting in more than \$10,000 in donations to The Humane Society to date

## GREEN INITIATIVES

Spectra works to make proactive efforts to maintain sustainability practices in each venue in which we operate. Examples include:

- Implemented a recycling program
- Implemented a composting program that composts over 1,000 lbs of food annually

## CONCEPTS

Spectra has implemented a mix of concepts at the RP Funding Center including:

- Domino's Pizza
- Lime Street Grill
- Munn Park Chicken
- Jim Beam Rackhouse Bar
- Hornito's Margarita Bar



Pints for Paws Beerfest



Pints for Paws Beerfest



Jim Beam Rackhouse Bar

**SPECTRA**

# CLIENT LIST

## FOOD SERVICES & HOSPITALITY

### ARENAS

CITY	VENUE	CAPACITY
Abbotsford, BC, Canada	Abbotsford Centre	8,500
Albany, GA	Albany James H. Gray, Sr. Civic Center*	10,240
Allentown, PA	PPL Center	9,700
Atlantic City, NJ	Boardwalk Hall	14,500
Augusta, GA	James Brown Arena at Augusta Entertainment Complex	8,700
Bangor, ME	Cross Insurance Center	8,078
Beaumont, TX	Ford Arena at Ford Park Entertainment Complex	8,500
Belleville, ON, Canada	Yardmen Arena	4,400
Casper, WY	Casper Events Center	8,395
Champaign, IL	State Farm Center, University of Illinois*	17,100
Clovis, NM	Curry County Events Center	6,500
Columbus, GA	Columbus Civic Center	10,000
Dawson Creek, BC, Canada	Encana Events Centre	6,500
Des Moines, IA	Wells Fargo Arena at Iowa Events Center	16,980
Enid, OK	Central National Bank Center (formerly Enid Event Center)	4,000
Everett, WA	Angel of the Winds Arena (formerly XFINITY Arena at Everett)	10,000
Fargo, ND	Fargodome	19,000
Fayetteville, NC	Crown Center Coliseum at the Crown Complex	10,000
Fayetteville, NC	Crown Arena at the Crown Complex	4,500
Fort Collins, CO	Moby Arena, Colorado State University	9,000
Grand Forks, ND	Alerus Center	22,000
Greensboro, NC	Greensboro Coliseum at Greensboro Coliseum Complex	23,500
Hartford, CT	XL Center	16,500
Independence, MO	Silverstein Eye Centers Arena	5,800
Knoxville, TN	Knoxville Civic Auditorium and Coliseum	7,140
Lakeland, FL	Jenkins Arena at RP Funding Center	10,000
London, ON, Canada	Budweiser Gardens	10,000
Loveland, CO	Budweiser Events Center at The Ranch Events Complex	7,200
Lubbock, TX	United Supermarkets Arena, Texas Tech University	15,500
Macon, GA	Macon Coliseum at Macon Centreplex	9,252
Nashville, TN	Memorial Gymnasium, Vanderbilt University	14,326
Norfolk, VA	Scope Arena	3,850
Orlando, FL	CFE Arena, University of Central Florida	10,000
Oshawa, ON, Canada	Tribute Communities Centre	6,400
Owensboro, KY	Owensboro Sportscenter	5,000
Penticton, BC, Canada	Memorial Arena at SOEC Complex	2,212
Penticton, BC, Canada	South Okanagan Events Centre at SOEC Complex	6,500
Petersburg, VA	Virginia State University Multipurpose Center	6,200
Philadelphia, PA	Liacouras Center, Temple University	10,000
Portland, ME	Cross Insurance Arena	9,500
Richmond, VA	Stuart C. Siegel Center, Virginia Commonwealth University	7,500
Rio Rancho, NM	Santa Ana Star Center	8,000
Roanoke, VA	Berglund Coliseum at the Berglund Center	7,583
Robstown, TX	Central Pavilion Arena at Richard M. Borchard Regional Fairgrounds	4,000
Salina, KS	Tony's Pizza Events Center (formerly Salina Bicentennial Center)	7,583
Sioux City, IA	Tyson Events Center	10,000
Sioux Falls, SD	Denny Sanford Premier Center	12,000
Sioux Falls, SD	Sioux Falls Arena	6,500
Springfield, MA	MassMutual Center	6,677

\*Selected and negotiating agreement

\*\*Operated by Brûlée Catering

**ARENAS (CONTINUED)**

<b>CITY</b>	<b>VENUE</b>	<b>CAPACITY</b>
Springfield, MO	JQH Arena at Missouri State	10,200
Tallahassee, FL	Donald L. Tucker Civic Center, Florida State University	12,500
Trenton, NJ	CURE Insurance Arena (formerly Sun National Bank Center)	10,500
Villanova, PA	Finneran Pavilion, Villanova University*	6,500
Wichita Falls, TX	Kay Yeager Coliseum at Wichita Falls Multi-Purpose Events Center	6,500
Windsor, ON, Canada	WFCU Centre	7,000
Winston-Salem, NC	Lawrence Joel Veterans Memorial Coliseum, Wake Forest University	14,665
Yakima, WA	Yakima Valley SunDome at Central Washington State Fairgrounds	8,000
<b>Total Arenas Managed: 57</b>		<b>Total Seats: 541,181</b>

**CONVENTION AND CONFERENCE CENTERS**

<b>CITY</b>	<b>VENUE</b>	<b>SQ. FT. EXHIBIT SPACE</b>
Atlantic City, NJ	Atlantic City Convention Center	627,000
Bangor, ME	Cross Insurance Center	36,365
Beaumont, TX	Ford Exhibit Hall at Ford Park Entertainment Complex	48,000
Cincinnati, OH	Duke Energy Convention Center	500,000
Cincinnati, OH	Sharonville Convention Center	65,000
Clovis, NM	Clovis Civic Center	30,000
Collinsville, IL	Gateway Center	105,000
Columbia, SC	Columbia Metropolitan Convention Center	142,000
Columbus, GA	Columbus Georgia Convention & Trade Center	182,000
Corpus Christi, TX	Congressman Solomon P. Ortiz International Center	35,000
Dayton, OH	Dayton Convention Center	150,000
Daytona Beach, FL	Ocean Center	205,000
Des Moines, IA	Hy-Vee Hall at Iowa Events Center	223,098
Des Moines, IA	Community Choice Credit Union Convention Center at Iowa Events Center	135,000
Durham, NC	Durham Convention Center	33,250
Enid, OK	Central National Bank Center (formerly Enid Convention Hall)	10,000
Everett, WA	Edward D. Hansen Conference Center at Angel of the Winds Arena	13,700
Fayetteville, NC	Crown Expo Center & Ballroom at the Crown Complex	69,200
Grand Forks, ND	Alerus Center	160,000
Greensboro, NC	Greensboro Coliseum Complex Special Events Center	167,000
Hartford, CT	XL Center Exhibition Center	68,855
Kenner, LA	Pontchartrain Center	75,000
Kerrville, TX	Hill Country Youth Event Center and Outdoor Arena	78,000
Lakeland, FL	RP Funding Center	84,000
Las Cruces, NM	Las Cruces Convention Center	30,000
Loveland, CO	First National Bank Exhibition Building at The Ranch Events Complex	36,000
Niagara Falls, NY	Conference and Event Center Niagara Falls	42,700
Owensboro, KY	Owensboro Convention Center	60,000
Penticton, BC, Canada	Penticton Trade & Convention Centre at SOEC Complex	60,000
Provo, UT	Utah Valley Convention Center	47,000
Pueblo, CO	Pueblo Convention Center	22,000
Roanoke, VA	Berglund Special Events Center & Berglund Hall at the Berglund Center	60,396
Robstown, TX	Exhibition Center at Richard M. Borchard Regional Fairgrounds	178,077
Roswell, NM	Roswell Convention & Civic Center	33,708
Salina, KS	Heritage Hall at Tony's Pizza Events Center	18,360
Sevierville, TN	Sevierville Convention Center	200,000
Sioux Falls, SD	Sioux Falls Convention Center	71,000
Springfield, MA	MassMutual Convention Center	55,000
St. Charles, MO	Saint Charles Convention Center	66,000
Tallahassee, FL	Donald L. Tucker Civic Center	51,000
Toronto, ON, Canada	Downsview Park Studio 3	32,000
Toronto, ON, Canada	Enercare Centre	1,000,000
West Palm Beach, FL	Palm Beach County Convention Center	148,000
Wichita Falls, TX	Ray Clymer Exhibit Hall at Wichita Falls Multi-Purpose Events Center	38,000
<b>Total Convention Centers Managed: 44</b>		<b>Total Exhibit Space Managed: 5,491,709</b>

\*Selected and negotiating agreement

\*\*Operated by Brûlée Catering

## STADIUMS

CITY	VENUE	CAPACITY
Albuquerque, NM	Isotopes Park	11,000
Biloxi, MS	MGM Park	6,000
Bowie, MD	Prince George's Stadium	10,000
Bridgeview, IL	Toyota Park	28,000
Champaign, IL	Memorial Stadium, University of Illinois*	60,670
Chester, PA	Talen Energy Stadium	25,000
East Hartford, CT	Pratt & Whitney Stadium at Rentschler Field	40,642
El Paso, TX	Southwest University Park	7,500
Fort Collins, CO	Hughes Stadium, Colorado State University	32,000
Frederick, MD	Nymeo Field at Harry Grove Stadium	5,500
Hillsboro, OR	Ron Tonkin Field	4,500
Kansas City, KS	CommunityAmerica Ballpark	6,537
Lubbock, TX	Dan Law Field, Texas Tech University	5,000
Lubbock, TX	John Walker Soccer Complex, Texas Tech University	2,500
Lubbock, TX	Jones AT&T Stadium, Texas Tech University	60,454
Memphis, TN	Liberty Bowl Memorial Stadium	62,380
Mesa, AZ	Hohokam Stadium	10,000
Mesa, AZ	Sloan Park	15,000
Nashville, TN	Hawkins Field, Vanderbilt University	3,700
Nashville, TN	Vanderbilt Soccer/Lacrosse Complex	2,400
Nashville, TN	Vanderbilt Stadium, Vanderbilt University	40,350
Norfolk, VA	Harbor Park	12,200
Oakland, CA	Oakland Coliseum (NFL Raiders & MLB Athletics)	68,000
Omaha, NE	Werner Park	6,430
Orlando, FL	Orlando City Stadium	25,000
Orlando, FL	Spectrum Stadium, University of Central Florida	45,301
Orlando, FL	UCF Baseball Complex, University of Central Florida	3,600
Orlando, FL	UCF Soccer and Track Complex, University of Central Florida	2,000
Pensacola, FL	Pensacola Bayfront Stadium	5,038
Pomona, NY	Palisades Credit Union Park	4,500
Sacramento, CA	Papa Murphy's Park at California Exposition & State Fairgrounds	11,000
Salisbury, MD	Arthur W. Perdue Stadium	5,200
San Jose, CA	Avaya Stadium	18,000
Scottsdale, AZ	Salt River Fields at Talking Stick	8,000
Sioux City, IA	Elwood Olsen Stadium	10,000
Sioux City, IA	Lewis & Clark Park	3,631
Sioux Falls, SD	Sioux Falls Stadium	4,462
Springfield, MO	Plaster Sports Complex, Missouri State	17,500
Stockton, CA	Banner Island Ballpark	5,287
Syracuse, NY	NBT Bank Stadium	11,000
Villanova, PA	Villanova Stadium, Villanova University*	12,500
Waldorf, MD	Regency Furniture Stadium	4,200
Winston-Salem, NC	BB&T Field, Wake Forest University	31,500

**Total Stadiums Managed: 43**

**Total Seats: 753,482**

## PERFORMING ARTS CENTERS/THEATERS

CITY	VENUE	CAPACITY
Albany, GA	Albany Municipal Auditorium*	965
Atlantic City, NJ	Adrian Phillips Theater at Boardwalk Hall	3,200
Augusta, GA	William B. Bell Auditorium at Augusta Entertainment Complex	2,700
Charleston, SC	Charleston Gaillard Center	1,800
Columbia, SC	Township Auditorium	3,099
Durham, NC	Durham Performing Arts Center	2,712
Fayetteville, NC	Crown Theatre at the Crown Complex	2,400
Greensboro, NC	War Memorial Auditorium at Greensboro Coliseum Complex	2,400

\*Selected and negotiating agreement

\*\*Operated by Brûlée Catering

**PERFORMING ARTS CENTERS/THEATERS (CONTINUED)**

CITY	VENUE	CAPACITY
Greensboro, NC	Steven Tanger Center for the Performing Arts	3,000
Lakeland, FL	Youkey Theatre at The Lakeland Center Complex	2,296
Macon, GA	Macon Auditorium at Macon Centreplex	2,688
Miami, FL	Adrienne Arsht Center of the Performing Arts of Miami-Dade County	4,600
Norfolk, VA	Chrysler Hall	2,500
Orlando, FL	Dr. Phillips Performing Center for the Performing Arts	2,700
Pueblo, CO	Pueblo Memorial Hall	1,600
Roanoke, VA	Berglund Performing Arts Theatre at the Berglund Center	2,150
Sandy Springs, GA	Sandy Springs Performing Arts Center	1,080
Sioux City, IA	Orpheum Theatre	2,650
Sioux Falls, SD	Orpheum Theater Center	686
Springfield, MO	Juanita K. Hammons Hall for the Performing Arts, Missouri State University	2,264
Virginia Beach, VA	Sandler Center for the Performing Arts	1,300
Wichita Falls, TX	Memorial Auditorium at Wichita Falls Multi-Purpose Events Center	2,700
<b>Total Performing Arts Centers/Theatres Managed: 22</b>		<b>Total Seats: 51,490</b>

**FAIRGROUNDS AND EXPOSITION CENTERS**

CITY	VENUE	ACRES
Beaumont, TX	Ford Midway at Ford Park Entertainment Complex	9
Clovis, NM	Curry County Fairgrounds	90
Costa Mesa, CA	Orange County Fair & Event Center	150
Knoxville, TN	Chilhowee Park	81
London, ON, Canada	Western Fair District	85
Loveland, CO	The Ranch-Larimer County Fairgrounds and Events Complex	244
Memphis, TN	Memphis Fairgrounds Complex	168
Pleasanton, CA	Alameda County Fairgrounds	267
Pomona, CA	Los Angeles County Fairplex	487
Ridgefield, WA	Clark County Fairgrounds	170
Robstown, TX	Richard M. Borchard Fairgrounds	250
Sacramento, CA	California Exposition & State Fairgrounds	350
Santa Rosa, CA	Sonoma County Fairgrounds	200
Ventura, CA	Ventura County Fairgrounds at Seaside	62
Yakima, WA	Central Washington State Fairgrounds	120
<b>Total Fairgrounds and Expositions Centers Managed: 15</b>		<b>Total Acres: 2,733</b>

**AMPHITHEATERS**

CITY	VENUE	CAPACITY
Albany, GA	Veterans Park Amphitheater*	2,500
Beaumont, TX	Ford Pavilion at Ford Park Entertainment Complex	14,000
Costa Mesa, CA	Pacific Amphitheatre at Orange County Fair & Event Center	13,000
Greensboro, NC	White Oak Amphitheater at Greensboro Coliseum Complex	23,500
Jim Thorpe, PA	Penn's Peak	1,800
Liberty, NY	Bethel Woods Center for the Arts	15,440
Ridgefield, WA	Sunlight Supply Amphitheater at Clark County Fairgrounds	19,000
<b>Total Amphitheaters Managed: 7</b>		<b>Total Capacity: 89,240</b>

**CULTURAL FACILITIES**

CITY	VENUE	DESCRIPTION
Baltimore, MD	Maryland Science Center	8 Exhibits
Burlington, ON, Canada	Royal Botanical Gardens	2,450 Acres of Nature Sanctuaries
Miami, FL	Jungle Island	450 Exhibits
Philadelphia, PA	Convene Cira Centre**	455 Capacity/3 Event Spaces
Philadelphia, PA	Convene Cityview**	Capacity 450/13 Event Spaces
Philadelphia, PA	Convene Commerce Square**	450 Capacity/5 Event Spaces
Philadelphia, PA	Cruiser Olympia**	800 Capacity/8 Event Spaces

\*Selected and negotiating agreement

\*\*Operated by Brûlée Catering

## CULTURAL FACILITIES (CONTINUED)

CITY	VENUE	CAPACITY
Philadelphia, PA	Cuba Libre Restaurant & Rum Bar**	400 Capacity/3 Event Spaces
Philadelphia, PA	Dilworth Park**	4,500 Capacity/3 Event Spaces
Philadelphia, PA	Free Library on the Parkway**	250 Capacity/7 Event Spaces
Philadelphia, PA	Independence Seaport Museum**	2,000 Capacity/7 Event Spaces
Philadelphia, PA	Independence Visitor Center**	1,000 Capacity/4 Event Spaces
Philadelphia, PA	John F. Collins Park**	100 Capacity/1 Event Space
Philadelphia, PA	Legacy Youth Tennis and Education**	2,500 Capacity/8 Event Spaces
Philadelphia, PA	Moulin at Sherman Mills**	800 Capacity/1 Event Space
Philadelphia, PA	Museum of the American Revolution**	1,000 Capacity/6 Event Spaces
Philadelphia, PA	National Constitution Center**	3,000 Capacity/8 Event Spaces
Philadelphia, PA	Philadelphia History Museum**	175 Capacity/2 Event Spaces
Philadelphia, PA	Please Touch Museum at Memorial Hall**	3,000 Capacity/6 Event Spaces
Philadelphia, PA	Sister Cities Park**	400 Capacity/5 Events Spaces
Sanford, FL	The Rothman Cabin at Dilworth Park**	180 Capacity/1 Event Space
Tampa, FL	Central Florida Zoo & Botanical Gardens	400 Exhibits
Tampa, FL	Tampa's Lowry Park Zoo	1,500 Exhibits
West Palm Beach, FL	Palm Beach Zoo	700 Exhibits
<b>Total Cultural Facilities Managed: 24</b>		

## CASINOS

CITY	VENUE	SLOT MACHINES
Algodones, NM	San Felipe Casino	600
Ashwaubenon, WI	Oneida Main Casino	1,000
Chandler, AZ	Lone Butte Casino	786
Chandler, AZ	Wild Horse Pass Hotel & Casino	1,000
Devol, OK	Comanche Red River Casino	1,025
Green Bay, WI	Oneida Mason Street Casino	700
Lawton, OK	Comanche Nation Casino	700
Parker, AZ	BlueWater Resort & Casino	500
Phoenix, AZ	Vee Quiva Casino & Hotel	950
<b>Total Casinos Managed: 9</b>		
		<b>Total Slot Machines: 7,261</b>

## SPECIALIZED VENUES

CITY	VENUE	DESCRIPTION
Albuquerque, NM	Albuquerque International Balloon Fiesta	500,000 Person Event
Auburn, WA	Gondola Club at Balloon Fiesta Park	550-Person Premium Hospitality Area
Beaumont, TX	Green River Community College	10,000 Students
Belleville, ON, Canada	Ford Fields at Ford Park Entertainment Complex	12 Youth Baseball/Softball Fields
Casper, WY	Quinte Sports & Wellness Centre	330,000 sq. ft. Mixed Use Facility
Costa Mesa, CA	Hogadon Ski Basin	27-Slope Ski Resort
Everett, WA	Orange County Marketplace	1,000-Vendor Weekly Swap Meet
Independence, MO	Angel of the Winds Community Ice Rink	Community Ice Rink
Kerrville, TX	Centerpoint Community Ice Rink	Community Ice Rink
Lincoln, NE	River Star Arts & Event Park	Outdoor Multipurpose Facility
Mashantucket, CT	The Railyard on Canopy Street	Dining and Entertainment District
Niagara Falls, NY	Two Trees Hotel and Resort at Foxwoods	250-Room Hotel/Restaurant/Catering
Orlando, FL	Old Falls Street at the Conf. Ctr. Niagara Falls	Retail and Entertainment District
Oshawa, ON, Canada	The Venue at UCF, University of Central Florida	Volleyball/Multipurpose Facility
Penticton, BC, Canada	Tribute Communities Centre Community Ice Rink	Community Ice Rink
Pleasanton, CA	OHS Training Centre at SOEC Complex	400-Person Capacity Ice Rink
Portland, OR	Pleasanton Satellite Racing at Alameda County Fairgrounds	6,608 Capacity Race Track
Sacramento, CA	Portland International Raceway	86,000 Capacity Race Track
Sandy Springs, GA	Cal Expo Harness Racing and Sports & Wagering Center	6,834 Capacity Race Track
Sioux City, IA	Sandy Springs City Green	Outdoor Urban Entertainment Area
	Sioux Gateway Airport/ Colonel Bud Day Field	Airport

\*Selected and negotiating agreement

\*\*Operated by Brûlée Catering

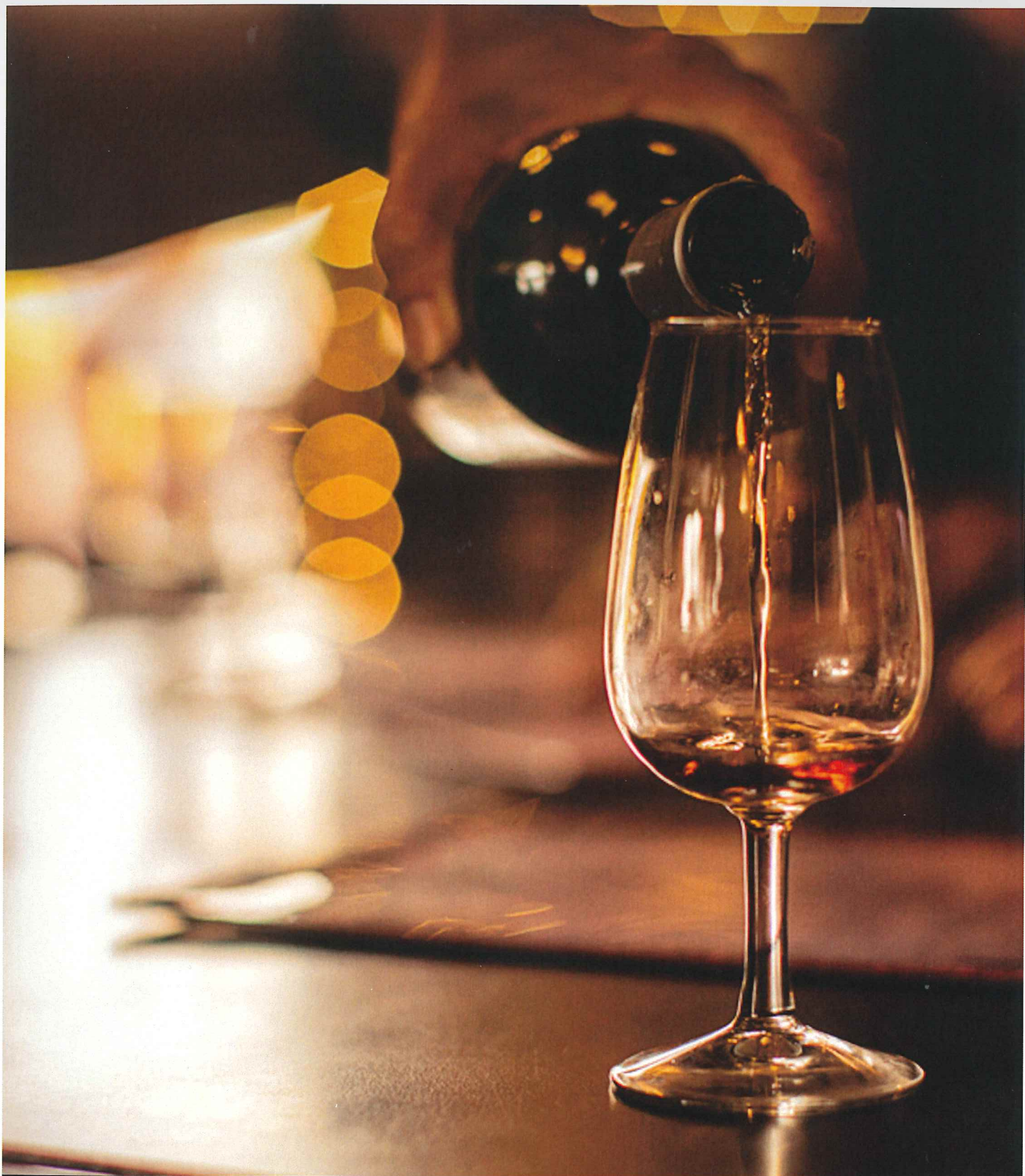
**SPECIALIZED VENUES (CONTINUED)**

<b>CITY</b>	<b>VENUE</b>	<b>DESCRIPTION</b>
Sioux City, IA	IBP Ice Center	Community Ice Rink
Sioux Falls, SD	Sanford Pentagon	160,000 sq. ft. Indoor Sports Facility
Toronto, ON, Canada	Downsview Park:	
	The Hangar	Indoor and Outdoor Mixed Use Athletic Facilities
	Festival Terrace	40,000-Person Capacity Outdoor Space
	The Meadow	10,000-Person Capacity Outdoor Space
Villanova, PA	Nevin Fieldhouse, Villanova University*	1,500-Capacity Volleyball Arena
Wichita Falls, TX	Wichita Falls Multi-Purpose Events Center:	
	J.S. Bridwell Agricultural Center	1,200-Seat Indoor Arena and 50,000 sq. ft. Stall Barn
	Festival Park	5.5-Acre Green Space

**Total Specialized Venues Managed: 29**

\*Selected and negotiating agreement

\*\*Operated by Brûlée Catering



## ORGANIZATION PLAN

# 6. ORGANIZATION PLAN

## 6.A RESUMES OF KEY PERSONNEL

Spectra's strength lies in our people, their experience, and their easy access to our corporate resources. Our oversight organizational system places a personalized focus on our clients and aligns them with industry-leading executives that have relevant experience and are within a close proximity to their venues. For the Columbus Civic Center, Spectra's Senior Vice President Doug Drewes has overseen the account's operations since Spectra began managing the alcohol services in 2014. Drewes is supported by Regional Vice President, John LaChance.

Additionally, Spectra's onsite staff at the Columbus Civic Center, led by General Manager Weezy Wingo Motzel, is made up of some of the hardest working individuals in the business – men and women who have truly committed themselves to ensuring the Columbus Civic Center provides an exceptional customer experience for every patron who walks through the doors. Weezy, who is also the General Manager of the Columbus Georgia Convention and Trade Center, has overseen Spectra's contract at Columbus Civic Center since we assumed Alcohol Services in 2014. The onsite team for Columbus Trade Center is also shared with the Convention and Trade Center. Biographies for the regional and onsite staff has been provided below and on the following pages.

### DOUG DREWES

SENIOR VICE PRESIDENT

#### PROFILE

After 30 years in the business, Doug's professional trajectory has led him to Spectra, a position that he calls "the best job in the world." A graduate of SUNY Oswego with a degree in Business Finance, the key to Doug's successful career begins with his knack for numbers and his proclivity for fiscal responsibility. His deep respect for the people he works with, a skill for developing enduring relationships, and a dedication to quality products and services round out the deal.

Following an impressive tenure at Centerplate's sports and recreation division, Doug joined Spectra in 2004. At Centerplate, Doug held the position of Executive Vice President, overseeing a robust sales quota in excess of \$400 million across 88 operations throughout North America. His expertise in the hospitality business runs the gamut, from concessions to catering, and merchandising at dozens of convention centers, sports arenas, and entertainment venues, including several Super Bowls. In his current position, Doug says that he is most proud of having had the opportunity to "see this company grow from 20 accounts to over 200 accounts, from an office of five employees to over 50 people at our home office."



#### JOB DESCRIPTION

Doug will report directly to the City of Columbus, GA as well as to John Wentzell, Spectra's President. He is directly responsible for the overall success of our Eastern operations. Most of all, Doug will coordinate with regional oversight and local management to ensure that best practices are being used and coordinates with other units to ensure support when needed.



## **JOHN LACHANCE**

### **REGIONAL VICE PRESIDENT, SPECTRA FOOD SERVICES & HOSPITALITY**

John LaChance provides on-site managers with guidance and support for day-to-day and long range planning; ensuring successful food and beverage operations and financial goals are met.

LaChance joined Spectra's Venue Management division before joining the Food Services & Hospitality division in 2006. Throughout his career, he has led a number of prominent venues to success, including the Tampa Convention Center, Iowa Events Center/Wells Fargo Arena, the Palm Beach County Convention Center, Exhibition Place in Toronto, and The Adrienne Arsht Center for the Performing Arts in Miami, FL.

LaChance studied Sports Management at the University of Massachusetts Amherst.



## **WEEZY WINGO MOTZEL**

### **GENERAL MANAGER, COLUMBUS CONVENTION AND TRADE CENTER**

Weezy is a results-oriented professional who takes pride in empowering her employees while delivering the best possible results to guests and clients alike. Her track record is impressive: As General Manager of the Columbus Convention and Trade Center (CCTC), she helped to generate the highest revenue from catering in building history in fiscal year 2016. At the Atlanta Motor Speedway, Weezy produced \$3.5 million in sales through successful management of 75 concession stands, 120 suites, a premium club, and ballroom. At the Georgia World Congress Center (GWCC), Weezy was financially responsible for over \$15 million in hosted sales and \$4 million in concession sales.

Weezy has spent the majority of her 25-year career in the Convention business, joining Spectra four years ago upon our takeover of food and beverage services management of the CCTC. Prior to that, she worked with the aforementioned Aramark and Levy Restaurants at the GWCC and as Director of Operations at the Atlanta Motor Speedway.

Weezy delivers exceptional results by creating a positive work environment for all employees, clearly communicating goals and expectations. She creates an enthusiastic atmosphere in which accomplishments are recognized and rewarded. As a result, employees are happier, more productive, and often become the venue's best salespeople.



## **WILLIE JONES**

### **BANQUET AND OPERATIONS MANAGER**

Willie Jones is responsible for day-to-day facility operations such as scheduling, ordering, event set up, and event oversight. He has been at the Center for over 20 years.

Prior to working at the Civic, Convention, and Trade Center, Jones spent six years as a supervisor of a manufacturing company, as well as six years in the fast food industry.

Jones received management training at Bibb Manufacturing Company.



## **TY WASHINGTON**

### **LEAD BAR SUPERVISOR**

Ty Washington is responsible for product ordering, product control, signature drink creation, and inventory of all beverages for events at the Center. She also trains all team members in responsible service of alcohol, develops the beverage programs and point of sale materials, and customer service techniques.

Washington has been in the industry for over 18 years. Prior to becoming supervisor, Washington was a cashier and office manager at Columbus Civic Center and Columbus GA, Convention & Trade Center. She is TEAM alcohol service trained.

Washington received her Associates Degree in Arts from Chattahoochee Valley Community College.



## **KIMBERLY AGUIRRE**

### **BANQUET SUPERVISOR**

Kimberly Aguirre is responsible for the oversight of part time staff during events as well as supervises the bars. She has been at Columbus Civic Center for nearly two years.

Prior to working at the Center, Aguirre taught at Pinehurst Christian School, was an assistant manager at the Family Dollar, and also provided home care for the elderly.



## 6.B PROPOSED LISTING OF ALCOHOLIC BEVERAGES

Spectra Food Services & Hospitality currently provides a variety of alcoholic beverages at Columbus Civic Center events. This includes domestic beers, liquor, and house wines. Our current menu has been in place for approximately two years and offers a variety that fulfills nearly all customer needs.

The beverage selections, recipes, and service need to match the expectation of the event the patrons are paying to see. At Columbus Civic Center we create specific beverage options that match the type of event that is in town. To do this, Spectra adjusts the menu and promotes signature drinks for events to help raise per caps, while also diversifying the menu based on the show specifics and demographics. Designed by lead bar supervisor, Ty Washington, these drinks act as a nod to the act or performer, incorporating premium liquor into the recipe.

Recent specialty drinks include:

- Blue Jean Baby Margarita - Elton John Concert
- Lynchburg Lemonade - Chris Stapleton Concert
- Purple Margarita - Yo Gotti Concert

A goal of Spectra's beverage program is to enhance guest choice. To do so, we continuously work to involve a line-up of craft beers, featuring seasonal selections and ties to local brewers. Recently, Spectra partnered with Omaha Brewing Company of Omaha, GA to increase the variety of beers in the arena and offer a local flair to patrons. Omaha Brewing Company strives to bring more craft beers to the South. Fans have reacted very positively to the increased variety with this craft beer addition, and Spectra looks forward to continuing to promote this local, craft beer.



**"BEER IS PROOF THAT  
GOD LOVES US AND  
WANTS US TO BE HAPPY"**

— Benjamin Franklin

## ALCOHOLIC BEVERAGES MENUS

Spectra follows a specific process in the development, adaptation and implementation of concepts in the Columbus Civic Center. The most important elements of our process are your guests and you. Spectra's in-house creative team works diligently to develop concept brands that build your brand value, and truly reflect and deliver what your fan-base wants. We have worked with Weezy and the onsite team to ensure all menus reflect the Columbus Civic Center needs. For example, When Spectra began operations at Columbus Civic Center, we made specific adjustments to the bar menus to streamline the process and help guests move through lines efficiently. We look forward to continuing this collaboration.

To ensure the menu at Columbus Civic Center represents the fresh thinking that Spectra brings to the table, provided on the following page is an updated bar menu sample developed by our In-House Creative Team. We have also included sample Signature Drink item which could accompany the menus offered during events.



# THE BAR

**DOMESTIC BEER \$6.00**

*Bud Light, Coors Lights Miller Lite*

**PREMIUM DRINKS \$8.00**

*Bacardi, Jack Daniels, Hennessy,  
Tanqueray, Jose, Titos*

**DOUBLES \$14.00**

**HOUSE WINE \$5.50**

*White Zinfandel, Moscato,  
Chardonnay, Merlot*

**BLUE JEAN BABY  
MARGARITA  
\$10**



*Sample Signature Cocktail - Elton John Concert*

**TWO DRINKS PER PERSON PER TRANSACTION**

**MUST BE 21 TO PURCHASE OR CONSUME ALCOHOL**

**PLEASE DRINK RESPONSIBLY**

*PRICES ARE INCLUSIVE OF ANY SERVICE CHARGES AND SALES TAX*

## CAPITAL INVESTMENT

As part of our proposal, Spectra is pleased to invest a total of \$25,000 into the food and beverage operation at the Columbus Civic Center. We will work closely with the City and the Civic Center to determine final use of this investment. Implementations/upgrades that we believe are worth considering include:

- Specialty dispensers to offer small-batch craft cocktails
- Digital menu signs to featuring specialty cocktails
- Additional portable bar units to increase points of sale
- Ingenico Credit card processing units to increase speed of transaction times

## DIGITAL MENU BOARDS

Digital menus give you the opportunity to engage guests with dynamic video content and stunning imagery that can easily be customized to speak to different audiences based on the event. Spectra's in-house creative team is experienced in designing digital menu boards that are visually appealing, and are also strategically designed to entice guests to purchase more. Research shows that transitioning to digital menu boards can increase sales by up to 25%. Digital signage also receives up to 10 times more eye contact than that of static signage, which will draw in guests. Your guests will love the enhanced look throughout the buildings.



## THE ART OF THE MENU

### Text Hierarchy

This allows guest to quickly scan your menu. If guest can easily read your menu. They are likely to order more.

*Text should be no smaller than 20-30 pt. For every 10 ft of space between the customer and the menu, text should grow taller by an inch.*

### Menu Item Placement

In a vertical orientation, the menu items listed first and last are ordered most frequently. Placing signature menu items at the top and combos at the bottom is an effective strategy to increase sales.

### Strategic Design Elements

Placing a high priced menu item inside a design element like a box is an effective way to increase revenues. It is proven to draw guests eye to the item—driving sales up.

### Photos

Must be great quality.  
Best practice:  
one per menu board.

**A photo can increase  
sales of the menu item  
by up to 30%**





**CONTRACT SIGNATURE PAGE**

# 7. CONTRACT SIGNATURE PAGE

Per the RFP, a completed Contract Signature Page (Form 5) is included on the following page.

FORM 5

CONTRACT SIGNATURE PAGE  
ALCOHOL MANAGEMENT SERVICES/COLUMBUS CIVIC CENTER  
(ANNUAL CONTRACT)  
RFP NO. 18-0020

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA. Please note Spectra's contract exceptions/notes regarding our current contract in the "Sample Agreement" tab of our response.

Chirad Pastore  
Witness as to the signing of the contract

Jessica Monahan  
Witness as to the signing of the contract

(Corporate seal, if applicable)

By: Todd Glickman 4-25-18  
Signature of Authorized Representative Date

Todd Glickman, SVP, Business Development  
Print Name and Title of Signatory

Company: Ovations Food Services L.P. d/b/a Spectra Food Services & Hospitality

*Company Ordering Address*  
3601 South Broad Street  
Philadelphia, PA 19148  
Contact: Charles Lawrence  
Contact Email: Charles\_Lawrence@comcastspectacor.com  
Telephone: 678.480.4150 Fax: 215.389.9775

*Company Payment Address*  
3601 South Broad Street  
Philadelphia, PA 19148  
Contact: Ken Wajda, VP Finance  
Contact Email: Ken\_wajda@comcastspectacor.com  
Telephone: 215.952.5216 Fax: 215.389.9775

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this \_\_\_ day of \_\_\_\_\_ 20\_\_

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\*\***



**PERFORMANCE BOND CAPABILITIES**

# 8. PERFORMANCE BOND CAPABILITIES

Below, please find a signed letter from Altus Partners detailing Spectra's capacity to provide a \$50,000 bond to the City of Columbus upon renewal of our contract.



919 Conestoga Road, Building 3, Rosemont, PA 19010  
610-526-9130 (voice)

[www.AltusPartners.com](http://www.AltusPartners.com)

April 5, 2018

Columbus Consolidated Government  
Purchasing Division  
P. O. Box 1340  
Columbus, GA 31902-1340

Re: Ovarions Food Services, LP

Dear Sir or Madam:

My firm, Altus Partners, and I are Attorneys-in-Fact for The Hartford. The Hartford, through its various operating entities, has issued surety bonds to Ovarions Food Services, LP, since 2017, during which time they have favorably considered projects up to a \$5,000,000 Single; \$25,000,000 Aggregate bonding capacity. Our experience with Ovarions Food Services, LP, has been excellent, and we highly recommend them to you.

The Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project, as well as other pertinent underwriting information at the time of the request.

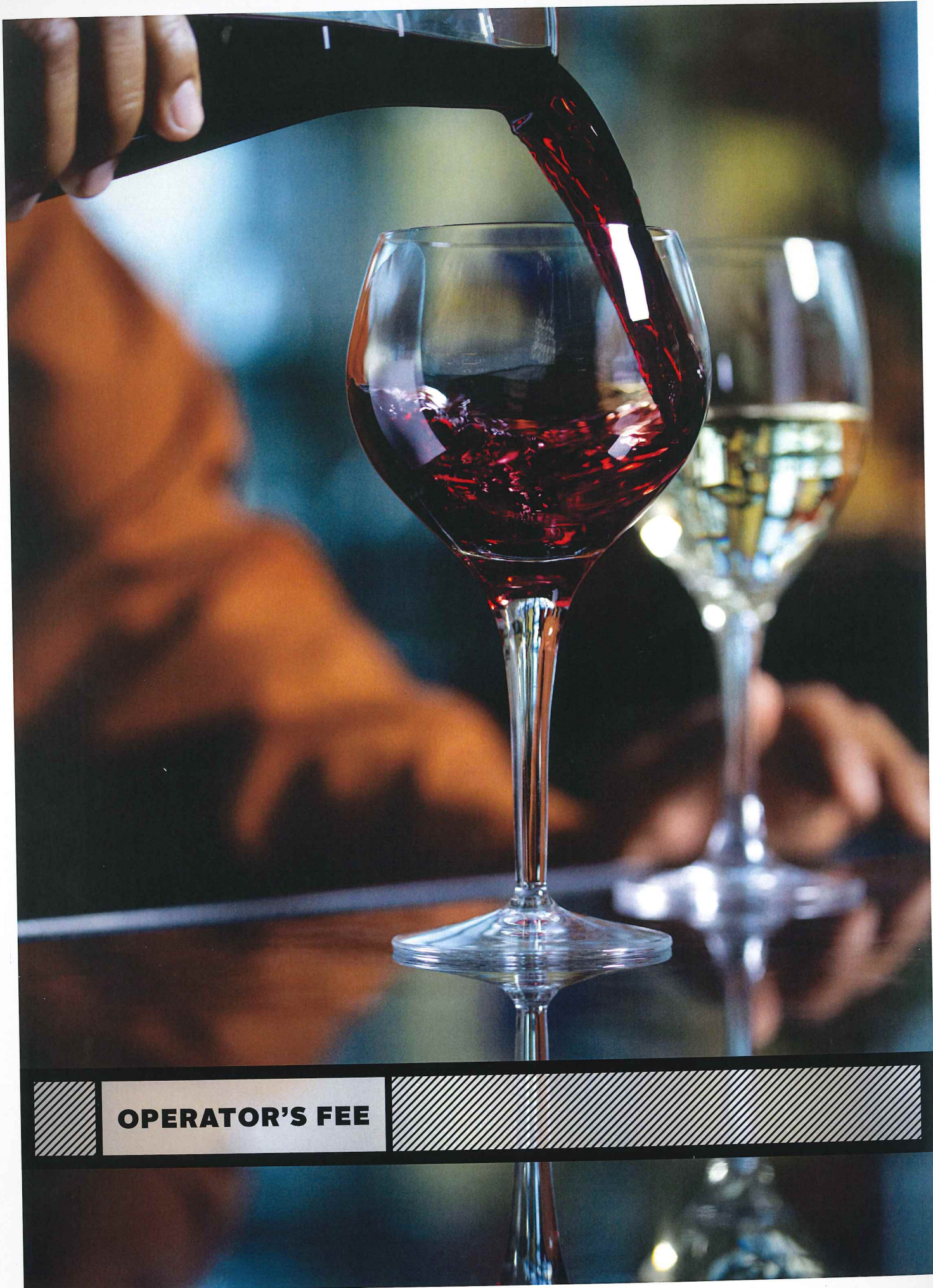
Please understand that any arrangement for any bonds is a matter between Ovarions Food Services, LP, and The Hartford, through its various operating entities, and neither Altus Partners nor The Hartford assumes no liability to third parties or you if, for any reason, The Hartford does not issue requested bonds.

This letter will expire one hundred and eighty (180) days from the above date.

Sincerely,

Micah J. Knapp,  
Managing Director





**OPERATOR'S FEE**

## 9. OPERATOR'S FEE AS A PERCENTAGE OF GROSS REVENUES

ATTACHMENT A  
ALCOHOL MANAGEMENT SERVICES  
GROSS SALES PERCENTAGE

	Year #1	Year #2	Year #3	Year #4	Year #5
Percentage of Gross Revenues	%	%	%	%	%

Please see our compensation proposal on the following page.

# FINANCIAL PROPOSAL

## OVERVIEW

Spectra Food Services & Hospitality ("Spectra") desires to extend our partnership with the Consolidated Government of Columbus, Georgia ("the City") for the right to manage the alcohol services at the Columbus Civic Center. Spectra strongly believes that continuing to operate the alcohol service will allow our company to leverage operating efficiencies, deliver value to the City, and best serve our customers.

## PROPOSAL SUMMARY

Spectra proposes the following deal structure beginning on October 1, 2018

## TERM

Three (3) year term with the option to renew for two (2) additional one-year periods.

## CAPITAL INVESTMENTS

Spectra is proposing to invest Twenty Five Thousand Dollars (\$25,000) in year one (1), which we propose to be used for mutually agreed upon improvements, such as portable bars and draft beer equipment.

This investment will be amortized on a three-year straight-line basis from the time of deployment. In the event Spectra's agreement is terminated by the City for any reason prior to the end of the full amortization period, the City will pay Spectra the remaining unamortized portion of the investment.

## PROPOSED COMMISSION STRUCTURE

COMMISSION CATEGORY	COMMISSION RATE
Alcohol Sales	
\$0 - \$300,000	32.0%
> \$300,000	40.0%
Backstage Catering	
	30%

### Notes:

- Spectra will pay commissions to The City based on the above percentage of Gross Receipts.
- Gross Receipts shall refer to the total sales received by Spectra in conjunction with the F&B operations excluding sales and other taxes, all-inclusive sales reimbursements, credit card fees, bad debt, discounted sales, management fee (service charges) and gratuities.
- All commissions are paid at their step and commission scales incrementally.



**SAMPLE AGREEMENT**

# 10. SAMPLE AGREEMENT

As the current provider of these services, Spectra would look to utilize our current agreement as the basis for our contract if we are awarded these services. We are willing to provide more detail on this agreement upon request.

With that, Spectra would like to note the following exceptions to the terms and conditions set forth in the RFP.

## GENERAL PROVISIONS

Section S(1): Spectra would look to negotiate the terms of this section so that we may have 30 days to cure a breach. We also would not agree to allow for the contract to be terminated "in part."

Section S(2): Spectra would look to eliminate the second sentence from this provision.

Section Y: Spectra would look to remove this provision, as the terms are not applicable to our services.

## SPECIFICATIONS

Section V(B): Spectra would look to eliminate the Termination for Convenience provision.

## TECHNICAL SPECIFICATIONS

Section I(C): Spectra would look to be the exclusive alcohol provider for the venue.

Section I(D): Spectra would look to modify this provision to ensure that outsider caterers would not be permitted to serve under our liquor license.

Section II(E): Spectra would look to eliminate the last two sentences of this provision.

**EXHIBIT D**

Alcohol Management Services for the Columbus Civic Center (Annual Contract)

*Ovations Food Services L.P. d/b/a Spectra Food Services & Hospitality*

*Clarification Documents*

# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT

### PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340

COLUMBUS, GEORGIA 31902-1340

706.653.4105, FAX 706.225.3033

[www.columbusga.org](http://www.columbusga.org)

October 4, 2018

Mr. Charles Lawrence  
Ovations Food Services L.P.  
d/b/a Spectra Food Services & Hospitality  
3601 South Broad Street  
Philadelphia, Pennsylvania 19148

Reference: RFP No. 18-0020 Alcohol Management Services/Civic Center (Annual Contract)

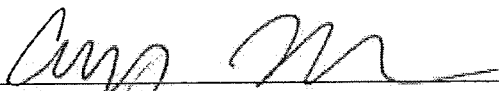
Dear Mr. Lawrence:

On August 28, 2018, Columbus Council approved and authorized the execution of a contract with Ovations Food Services, L.P., d/b/a Spectra Food Services & Hospitality. The Purchasing Division is in the process of preparing the contracts for signing; however, the 'sample agreement' provided by Spectra includes changes in terms that are not acceptable.

The City Attorney has revised your sample Agreement and a copy is attached for your review. Please indicate your response below:

\_\_\_\_\_ Ovations Food Services, L.P., d/b/a Spectra Food Services & Hospitality is in accord with the attached revised Agreement.


X Ovations Food Services, L.P., d/b/a Spectra Food Services & Hospitality *is not* in accord with the attached revised Agreement. Our comments are attached.

  
\_\_\_\_\_  
Authorized Signature

10/11/18  
\_\_\_\_\_  
Date

Send your written response to the attention of Sandra Chandler at email [schandler@columbusga.org](mailto:schandler@columbusga.org) or fax number (706) 225-3033. Your response is requested no later than 3:00 P.M. (EST) on Tuesday, October 9, 2018.

Sincerely,

  
\_\_\_\_\_  
Andrea J. McCorvey  
Purchasing Division Manager



# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706.653.4105, FAX 706.225.3033  
[www.columbusga.org](http://www.columbusga.org)

October 4, 2018

Mr. Charles Lawrence  
Ovations Food Services L.P  
d/b/a Spectra Food Services & Hospitality  
3601 South Broad Street  
Philadelphia, Pennsylvania 19148

Reference: RFP No. 18-0020 Alcohol Management Services/Civic Center (Annual Contract)

Dear Mr. Lawrence:

On August 28, 2018, Columbus Council approved and authorized the execution of a contract with Ovations Food Services, L.P., d/b/a Spectra Food Services & Hospitality. The Purchasing Division is in the process of preparing the contracts for signing; however, the 'sample agreement' provided by Spectra includes changes in terms that are not acceptable.

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Sincerely,

Andrea J. McCorvey  
Purchasing Division Manager

## Sandra Chandler

---

**From:** Rees-Jones, Vicki <Vicki\_Rees-Jones@comcastspectacor.com>  
**Sent:** Wednesday, July 25, 2018 1:01 PM  
**To:** Sandra Chandler  
**Cc:** Lawrence, Charles  
**Subject:** RFP No. 18-0020 Alcohol Management Services/Civic Center\_Spectra Response  
**Attachments:** Spectra Response\_Columbus Civic Center.pdf

Good Afternoon Sandra,

I am reaching out on behalf of Charles Lawrence. Please see the attached response to the question posed to Spectra regarding RFP No. 18-0020.

If you could please confirm the receipt of this email, it would be greatly appreciated.

Thank you,

**VICKI REES-JONES**

Manager, Business Development & Client Relations  
Spectra Venue Management, Food Services & Hospitality, and Partnerships  
O: 215.389.9430  
[Vicki\\_Rees-Jones@ComcastSpectacor.com](mailto:Vicki_Rees-Jones@ComcastSpectacor.com)  
[SpectraExperiences.com](http://SpectraExperiences.com)

# RFP NO. 18-0020

## QUESTION FOR RESPONDER

JULY 25, 2018

Will your marketing team be supportive of design projects for promotion activities, i.e., Billboard Ads, Online Videos, Special Events, etc.? If yes, please explain how your marketing team will coordinate these efforts with Civic Center Staff.

---

Yes, Spectra offers numerous corporate resources to clients, and this support can be extended to the food and beverage operations at the Columbus Civic Center. Spectra Food Services & Hospitality will collaborate with Robin Wallace and other Columbus Civic Center staff members to ensure that the onsite team has the resources it needs to maximize the customer experience and increase revenue.

These resources are extended to the Columbus Civic Center staff through the in-house marketing team for Spectra Food Services & Hospitality. This team will assist in the rollout of the marketing initiatives and help bring new concepts to life. Our in-house marketing team offers a variety of services including:

- Menu design
- Advertisement design
- Brochure design
- Invitation and save-the-date design
- Logo development
- Marketing plan development
- Poster and banner design
- Promotional item creation
- Social media program assistance
- Trademark protection
- Website consulting

We are happy to assist with creative development at no additional expense; the only expenses for the Civic Center would be the hard costs (e.g., the cost of paper or of billboard space). Detailed information regarding the resources available to the Columbus Civic Center is provided at [SpectraCreativeStudio.com](http://SpectraCreativeStudio.com).

Additionally, Spectra has multiple best practices we can share with the staff to support the City's goals and its vision for the Center. For example, in a recent conversation, the Columbus Civic Center staff introduced the idea of a new beer garden to the Spectra team. Spectra has implemented similar concepts at multiple properties, and these techniques can easily be translated to the Columbus Civic Center.

For example, Spectra recently introduced a craft beer lounge at the Abbotsford Centre, a similarly sized multipurpose arena in Abbotsford, British Columbia. To entice fans to visit the new space, Spectra modified the food and beverage offerings to suit the event based on its guest demographics. The lounge now sells out for 95% of events, and, in fiscal year 2017, it contributed \$170k in revenue. Spectra can work with the Columbus Civic Center staff in a similar capacity and can recommend unique elements such as pre-event parties, signature drinks, and speciality menu items to attract more guests to special events at the Columbus Civic Center, including the new beer garden.

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## FINANCE DEPARTMENT

### PURCHASING DIVISION

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COLUMBUS, GEORGIA 31902-1340  
706.653.4105, FAX 706.225.3033  
[www.columbusga.org](http://www.columbusga.org)

July 23, 2018

Mr. Charles Lawrence  
Ovations Food Services L.P  
d/b/a Spectra Food Services & Hospitality  
3601 South Broad Street  
Philadelphia, Pennsylvania 19148

Reference: RFP No. 18-0020 Alcohol Management Services/Civic Center (Annual Contract)

Dear Mr. Lawrence:

The City appreciates your patience during the evaluation phase of the subject RFP. The Evaluation Committee has an additional question regarding your proposal:

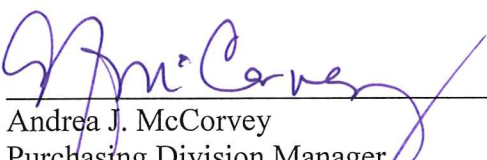
- 1) Will your marketing team be supportive of design projects for promotion activities, i.e., Billboard Ads, Online Videos, Special Events, etc.? If yes, please explain how your marketing team will coordinate these efforts with Civic Center Staff.

The Purchasing Department noticed an error in the Criteria Evaluation published with this RFP. The proposals will be evaluated based on the following **updated** Criteria:

Criteria for Evaluation Weight	Weight
A. Organization Plan	75%
B. Operator's Fees	25%
Total	100%

Send your written response to the attention of Sandra Chandler at email [schandler@columbusga.org](mailto:schandler@columbusga.org) or fax number (706) 225-3033. Your response is requested no later than 3:00 P.M. (EST) on Wednesday, July 25, 2018.

Sincerely,

  
\_\_\_\_\_  
Andrea J. McCorvey  
Purchasing Division Manager