

COLUMBUS CONSOLIDATED GOVERNMENT

CONTRACT ROUTING MEMORANDUM

DATE: August 20, 2019

SUBJECT: Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract) – RFP No. 19-0013

FROM: Heather Biddle, Purchasing Division ^{HB}

Please route for appropriate signatures the two (2) copies of the attached contract with Chester's Barbeque. The firm will provide concessionaire services at the Government Center complex.

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

The vendor will operate the cafeteria at their own expense. The City's portion of the proceeds will be deposited in the Revenue Account.

Council authorized this contract per Resolution No. 239-19; dated August 13, 2019 (copy is attached).

Signatories	Signatures Required (No initials please)	Date
Purchasing Division Manager Signature of Approval		8/20/19
City Attorney: Signature required on Contracts	Form Approved: Cof. City Attorney	8/20/19
City Manager: Signature required on Contracts		8/21/19
Clerk of Council: Signature Required on Contracts & Attest/Seal		8-21-19
Buyer: Process / Distribute		8/22/19

After all signatures have been applied, please contact Purchasing Division (ext - 3071) for distribution.

CONTRACT

THIS CONTRACT, executed this 21 day of August 2019, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Chester's Barbeque** 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 **Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract)**, per **RFP No. 19-0012**, and was awarded the Contract by Columbus City Council on Tuesday, August 13, 2019, Resolution No. 239-19, for the initial term of two years, with the option to renew for three (3) additional twelve-month periods, for furnishing the same in accordance with the specifications prepared by the City and the submittal of the Contractor.
2. The Contractor will, at its own cost and expense, furnish all labor, materials, and equipment 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 April 4, 2019 (and all addenda thereto) and the Contractor's submittal dated May 2, 2019, which are attached hereto as exhibits "A", "B" and "C" 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.

A RESOLUTION

NO. 239-19

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHESTER’S BARBECUE (COLUMBUS, GA), TO PROVIDE CONCESSIONAIRE SERVICES FOR PARKS & RECREATION SPORTS FACILITIES TO INCLUDE: MEMORIAL STADIUM AND SOUTH COMMONS.

WHEREAS, an RFP was administered (RFP No. 19-0012) and one (1) responsive proposal was received; and,

WHEREAS, the proposal submitted by Chester’s Barbecue met all proposal requirements; and,


WHEREAS, the term of the contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the contractor and the City.

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

That the City Manager is hereby authorized to execute a contract with Chester’s Barbecue (Columbus, GA) to provide concessionaire services for Parks & Recreation Sports Facilities to include: Memorial Stadium and South Commons. The vendor will operate the cafeteria at their own expense. The City’s portion of the proceeds will be deposited in the Revenue Account.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13th day of August, 2019 and adopted at said meeting by the affirmative vote of eight members of Council.

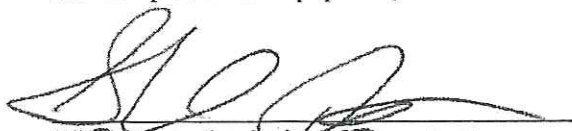
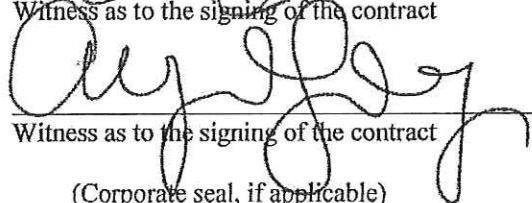
Councilor Allen	voting	<u> YES </u>
Councilor Barnes	voting	<u> YES </u>
Councilor Crabb	voting	<u> YES </u>
Councilor Davis	voting	<u> YES </u>
Councilor Garrett	voting	<u> YES </u>
Councilor House	voting	<u> YES </u>
Councilor Huff	voting	<u> ABSENT </u>
Councilor Thomas	voting	<u> YES </u>
Councilor Pugh	voting	<u> ABSENT </u>
Councilor Woodson	voting	<u> YES </u>

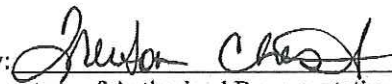

Sandra T. Davis
Clerk of Council


B.H. “Skip” Henderson, III
Mayor

**CONTRACT SIGNATURE PAGE
CONCESSIONAIRE SERVICES
FOR PARKS & RECREATION SPORTS FACILITIES
(ANNUAL CONTRACT)**

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Columbus Consolidated Government.


Witness as to the signing of the contract

Witness as to the signing of the contract
(Corporate seal, if applicable)

By:  4/16/19
Signature of Authorized Representative Date

Trenton Chester
Print Name and Title of Signatory

Company: Chester's Ribs + BBQ, Inc.

Company Ordering Address

547 Veterans Parkway
Columbus, GA 31901

Contact: Trenton Chester

Contact Email trentonchester@aol.com

Telephone (706) 593-6944 fax (706) 569-7432

Company Payment Address

547 Veterans Parkway
Columbus, GA 31901

Contact: Trenton Chester

Contact Email trentonchester@aol.com

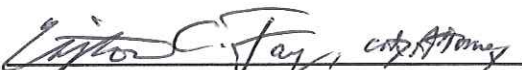
Telephone: (706) 593-6944 fax (706) 569-7432

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this 21st day of August 2019


Isnah Hugley, City Manager

APPROVED AS TO LEGAL FORM:


Clifton C. Fay, City Attorney

ATTEST:


Sandra T. Davis, Clerk of Council

EXECUTION AUTHORIZED

By Resolution No. 239-19


Clerk of Council

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

EXHIBIT A

*Columbus Consolidated Government
Concessionaire Services for Parks & Recreation Sports Facilities
(Annual Contract)*

Business Requirements

RFP No. 19-0012

Occupation Tax

City of Columbus, Georgia

THIS RECEIPT NOT OFFICIAL UNLESS VALIDATED

PAID

MAR 29 2019

Occupation Tax
Columbus Consolidated Government

Fee Type	Revenue Code	Fee Amount
Administrative Fee	4140	\$75.00

Date Issued: March 29, 2019
Expires: December 31, 2019
Renew by: April 1, 2020

License #: 172223

C.O. #: CO-04-14-2153

Account #: 06550201

Business Address:

CHESTER'S BARBEQUE
CHESTER, TRENTON M.
547 VETERANS PARKWAY
COLUMBUS, GA 31901

Mailing Address:

CHESTER'S BARBEQUE
CHESTER'S RIBS & BBQ, INC
209 NORTHSTAR DRIVE
COLUMBUS, GA 31901

Business Name:

CHESTER'S BARBEQUE

Type of Occupation:

LIMITED SERVICE RESTAURANTS

Allowed Activities:

722211 DOM LIMITED SERVICE RESTAURANTS
722211 LIMITED SERVICE RESTAURANTS
000001 ADMINISTRATIVE FEE



Angelica Alexander

FINANCE DIRECTOR

2019

The above named having in accordance with the ordinance of Columbus, Georgia paid to the treasurer of said city the amounts shown above on this license, is hereby authorized to conduct the business stated above at the address outlined above in said city, provided however, that this license is granted subject to all provisions of the general tax ordinance of said city.

Occupation Tax

City of Columbus, Georgia

THIS RECEIPT NOT OFFICIAL UNLESS VALIDATED

PAID

MAR 29 2019

Occupation Tax
Columbus Consolidated Government

Fee Type	Revenue Code	Fee Amount
Administrative Fee	4140	\$49.80

Date Issued: March 29, 2019
Expires: December 31, 2019
Renew by: April 1, 2020

License #: 172222 C.O. #: CO-11-14-7749 Account #: 19054

Business Address:
CHESTER'S CAFE
CHESTER, TRENTON
100 10TH STREET
COLUMBUS, GA 31907-

Mailing Address:
CHESTER'S CAFE
ATTN: TRENTON CHESTER
209 NORTHSTAR DRIVE
COLUMBUS, GA 31907-

CHESTER'S CAFE

Business Name:

FULL SERVICE RESTAURANTS

Type of Occupation:

Allowed Activities:

- 072211 DOM FULL SERVICE RESTAURANTS
- 072211 FULL SERVICE RESTAURANTS
- 000001 ADMINISTRATIVE FEE

2019



Angela Alexander

FINANCE DIRECTOR

The above named having in accordance with the ordinance of Columbus, Georgia paid to the treasurer of said city the amounts shown above on this license, is hereby authorized to conduct the business stated above at the address outlined above in said city, provided however, that this license is granted subject to all provisions of the general tax ordinance of said city.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Chester's Ribs + BBQ Inc

2 Business name/disregarded entity name, if different from above
Chester's BBQ

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: 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 not 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.
 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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
547 Veterans Parkway

6 City, state, and ZIP code
Columbus, GA 31901

7 List account number(s) here (optional)

Requester's name and address (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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Brandon Ches* Date ▶ 4/16/19

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.

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.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

Logged in as SCHANDLER | CID: 48005 | [Logout](#)

Customer Support:

[Help](#)

1-866-898-3971

Search by TIN, Acct., or Name

[Search Records](#)

Check for imported payees with non-matching TIN data and verify new payees

TIN Matching allows you to verify your Payee data against the IRS TIN Matching database to verify if you have the correct Name/TIN combinations.

Sovos can take care of your mismatched TINs & B-Notices

Sovos offers the ability to automatically mail the appropriate forms to your mismatched payees and request corrected information. The responses come directly to you, and the W-9/B-Notice solicitations are saved for your reference in File Manager. Depending on your subscription, additional fees may apply.

[Print & Mail W-9 Solicitations](#)

[Print & Mail B-Notices](#)

The W9 Solicitation button has been disabled as you have already sent your solicitations.

Mismatched Records

TIN	Name	Actions
<		>

[Download as Excel Spreadsheet](#)

Individual TIN Lookup

Verify individual Payee Social Security and Employer ID numbers.

Name: TIN: [Verify Payee](#)

TIN Status: PASS

OFAC Check: PASS

DMF Check: PASS

[Back to Home](#)



CERTIFICATE OF LIABILITY INSURANCE

Date
04/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Infinity Insurance Agency Inc Po Box 2048 Birmingham, AL 35201-2048	CONTACT NAME: CUSTOMER SERVICE		
	PHONE (A/C, No, Ext): 8004282342	FAX (A/C, No): 8553794454	
	E-MAIL ADDRESS: INFINITYBROKERSERVICE@IPACC.COM		
	INSURER(S) AFFORDING COVERAGE		
INSURED Chester, Trenton Marquette 3 Yosemite Ct Columbus, GA 31907	INSURER A : Infinity Casualty Insurance Company		NAIC # 21792
	INSURED B :		
	INSURED C :		
	INSURED D :		
	INSURED E :		
	INSURED F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			510300004166001	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$100,000
							BODILY INJURY (Per accident)	\$300,000
							PROPERTY DAMAGE (Per accident)	\$50,000
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number: RFP no. 19-0012

Vehicle: 2010 Gmc 1GTZGFAA5A1100572

2013 Nissan 3N6CM0KN2DK696494

CERTIFICATE HOLDER Concessionaire Serv for Parks & Rec Columbus Consolidated Government 100 10th Street Columbus, GA 30901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CHESUPT-01

CFAIR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

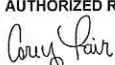
PRODUCER Hutchinson-Traylor Insurance P.O. Box 5707 Columbus, GA 31906	CONTACT NAME: PHONE (A/C, No, Ext): (706) 323-3613	FAX (A/C, No): (706) 322-1650	
	E-MAIL ADDRESS:		
INSURED Chester's Ribs & BBQ Inc Attn: Trent Chester 547 Veteran's Parkway Columbus, GA 31901	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Scottsdale Insurance Company		41297
	INSURER B : FirstComp Insurance Company		27626
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS3237927	8/3/2019	8/3/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						OCCUR	
							CLAIMS-MADE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC0117355-02	9/28/2018	9/28/2019	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Concessionaire services at the Government Center Complex
RFP NO. 19-0012

CERTIFICATE HOLDER Columbus Consolidated Government PO BOX 1340 Columbus, GA 31902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

GEORGIA DEPARTMENT OF PUBLIC HEALTH Food Service Establishment Inspection Report				CURRENT SCORE	CURRENT GRADE
Establishment Name: <u>CHESTER'S RIB and BBQ INC.</u> Address: <u>547 VETERANS PKWY</u> City: <u>Columbus</u> Time In: <u>03</u> : <u>00</u> PM Time Out: <u>03</u> : <u>40</u> PM Trenton M. Chester (exp. <u>06/13/2018</u>) Inspection Date: <u>06/13/2018</u> CFSM: <u>01/13/2019</u>				100	A
Purpose of Inspection: Routine <input checked="" type="radio"/> Followup <input type="radio"/> Initial <input type="radio"/> Issued Provisional Permit <input type="radio"/> Temporary <input type="radio"/> Risk Type: 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> Permit#: <u>106-1105</u>					
Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public Health Interventions are control measures to prevent illness or injury.		Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.		Last Score: 100 Grade: A Date: 05/31/17	SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U=69
				Prior Score: 97 Grade: A Date: 06/13/16	
FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS					
(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.) IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=repeat violation of the same code provision=2 points					
Compliance Status		Supervision		Compliance Status	
1 IN OUT NA NO		4 points		5 IN OUT NA NO	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 1-2A. PIC present, demonstrates knowledge, performs duties		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 5-1A. Proper cooking time and temperatures	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 1-2B. Certified Food Protection Manager		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 5-1B. Proper reheating procedures for hot holding	
2 IN OUT NA NO		9 points		6 IN OUT NA NO	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 2-1A. Proper use of restriction & exclusion		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 5-2. Consumer advisory provided for raw and undercooked foods	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 2-1B. Hands clean and properly washed		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 6-1A. Proper cold holding temperatures	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 2-1C. No bare hand contact with ready-to-eat foods or approved alternate method properly followed		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 6-1B. Proper hot holding temperatures	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 2-2A. Management knowledge, responsibilities, reporting		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 6-1C. Proper cooling time and temperature	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 2-2B. Proper eating, tasting, drinking, or tobacco use		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 6-1D. Time as a public health control: procedures and records	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 2-2C. No discharge from eyes, nose, and mouth		<input type="radio"/> <input type="radio"/>		7 IN OUT NA NO	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 2-2D. Adequate handwashing facilities supplied & accessible		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 7-1. Pasteurized foods used: Prohibited foods not offered	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 2-2E. Response procedures for vomiting & diarrheal events		<input type="radio"/> <input type="radio"/>		8 IN OUT NA NO	
3 IN OUT NA NO		9 points		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 8-2A. Food additives: approved and properly used	
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 3-1A. Food obtained from approved source		<input type="radio"/> <input type="radio"/>		<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 8-2B. Toxic substances properly identified, stored, used	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 3-1B. Food received at proper temperature		<input type="radio"/> <input type="radio"/>		9 IN OUT NA NO	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 3-1C. Food in good condition, safe, and unadulterated		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 9-2. Compliance with variance, specialized process and HACCP plan	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 3-1D. Required records: shellstock tags, parasite destruction		<input type="radio"/> <input type="radio"/>			
4 IN OUT NA NO		9 points			
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 4-1A. Food separated and protected		<input type="radio"/> <input type="radio"/>			
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 4-1B. Proper disposition of returned, previously served, reconditioned, and unsafe food		<input type="radio"/> <input type="radio"/>			
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 4-2A. Food stored covered		<input type="radio"/> <input type="radio"/>			
<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 4-2B. Food-contact surfaces: cleaned & sanitized		<input type="radio"/> <input type="radio"/>			
GOOD RETAIL PRACTICES					
(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point) Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.					
Compliance Status		Safe Food and Water, Food Identification		Compliance Status	
10 OUT		3 points		14 OUT	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 10A. Pasteurized eggs used where required		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 14A. In-use utensils: properly stored	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 10B. Water and ice from approved source		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 14B. Utensils, equipment and linens: properly stored, dried, handled	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 10C. Variance obtained for specialized processing methods		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 14C. Single-use/single-service articles: properly stored, used	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 10D. Food properly labeled; original container		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 14D. Gloves used properly	
11 OUT		3 points		15 OUT	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 11A. Proper cooling methods used: adequate equipment for temperature control		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 11B. Plant food properly cooked for hot holding		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 15B. Warewashing facilities: installed, maintained, used; test strips	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 11C. Approved thawing methods used		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 15C. Nonfood-contact surfaces clean	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 11D. Thermometers provided and accurate		<input type="radio"/> <input type="radio"/>		16 OUT	
12 OUT		3 points		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 16A. Hot and cold water available; adequate pressure	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 12A. Contamination prevented during food preparation, storage, display		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 16B. Plumbing installed; proper backflow devices	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 12B. Personal cleanliness		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 16C. Sewage and waste water properly disposed	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 12C. Wiping cloths: properly used and stored		<input type="radio"/> <input type="radio"/>		17 OUT	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 12D. Washing fruits and vegetables		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 17A. Toilet facilities: properly constructed, supplied, cleaned	
13 OUT		1 point		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 17B. Garbage/refuse properly disposed; facilities maintained	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 13A. Posted: Permit/Inspection/Choking Poster/Handwashing		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 17C. Physical facilities installed, maintained, and clean	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 13B. Compliance with Georgia Smoke Free Air Act		<input type="radio"/> <input type="radio"/>		<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 17D. Adequate ventilation and lighting; designated areas used	
				18 OUT	
				<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> 18. Insects, rodents, and animals not present	
Person in Charge (Signature) _____ (Print) x _____ Date: _____				Follow-up: YES <input type="radio"/> NO <input checked="" type="radio"/> Follow-up Date: _____	
Inspector (Signature) _____					

Food Establishment Inspection Report Addendum

Violations cited in this report must be corrected within the time frames specified below, or as stated in the Georgia Department of Public Health Rules and Regulations Food Service Chapter 511-6-1, Rule .10 subsections (2)(h) and (i).

Establishment CHESTER'S RIB and BBQ INC.	Permit # 106-1105	Date 06/13/2018
Address 547 VETERANS PKWY	City/State COLUMBUS GA	Zipcode 31902

TEMPERATURE OBSERVATIONS

Item/Location	Temp	Item/Location	Temp	Item/Location	Temp
Cold Holding, Main Kitchen, Cooler, Vegetables, Cole Slaw	41.0 ° F	Cold Holding, Main Kitchen, Reach In Cooler, Frankfurter, Frankfurter	43.0 ° F	Cold Holding, Main Kitchen, Reach In Cooler, Vegetables, Potato Salad	40.0 ° F
Hot Holding, Main Kitchen, Stove Top, Frankfurter, Frankfurter	152.0 ° F	Hot Holding, Main Kitchen, Stove Top, Vegetables, Collard Greens	149.0 ° F	Hot Holding, Main Kitchen, Grill, Pork, Ribs	193.0 ° F
Hot Holding, Main Kitchen, Bain-marie, Legumes, Baked Beans	172.0 ° F	Hot Holding, Main Kitchen, Bain-marie, Pork, Shredded Barbeque	140.0 ° F		

OBSERVATIONS AND CORRECTIVE ACTIONS

Item Number

Remarks *No violations noted at time of inspection.

Person in Charge (Signature)

Date:

Inspector (Signature) Matthew Nelson

Date: 06/13/2018

EXHIBIT B

*Columbus Consolidated Government
Concessionaire Services for Parks & Recreation Sports Facilities
(Annual Contract)*

Request for Proposals

RFP No. 19-0012

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340
COLUMBUS, GEORGIA 1902-1340
706-225-4087, FAX 706-225-3033
WWW.COLUMBUSGA.ORG

DATE: APRIL 4, 2019

<p>REQUEST FOR PROPOSALS:</p> <p>RFP NO. 19-0012</p>	<p>Offerors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center">CONCESSIONAIRE SERVICES FOR PARKS & RECREATION SPORTS FACILITIES (ANNUAL CONTRACT)</p>
<p>GENERAL SCOPE</p>	<p>Provide concessionaire services at Parks and Recreation sports facilities, to include: South Commons and Memorial Stadium.</p>
<p>DUE DATE</p>	<p align="center">DUE: MAY 3, 2019 – 5:00 PM (EST)</p> <p>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, 5th Floor, Government Center, 100 Tenth Street, Columbus, Georgia.</p>
<p>ADDENDA</p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>Any addenda for this project will be posted on the web page of the Finance Department/Purchasing Division (https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.</p>
<p>NO PROPOSAL SUBMISSION</p>	<p><i>If you are not interested in this solicitation, please complete and return page 3.</i></p>

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 Market Place/Georgia Procurement Registry to receive future procurement notifications via <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>

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

STATEMENT OF "NO PROPOSAL SUBMISSION"

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

Email bidopportunities@columbusga.org or return this form, via fax or mail, to:
Fax number (706) 225-3033

Attn: Heather Biddle, Buyer
Columbus Consolidated Government
Purchasing Division
P.O. Box 1340
Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 19-0012** for **Concessionaire Services for Parks & Recreation Sports Facilities** 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.

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

QUESTION/CLARIFICATION FAX FORM

DATE: _____

TO: **Heather Biddle, Buyer**
E-mail: bidopportunities@columbusga.org
Fax No.: (706) 225-3033

RE: **RFP NO. 19-0012; CONCESSIONAIRE SERVICES FOR PARKS &
RECREATION SPORTS FACILITIES (ANNUAL CONTRACT)**

.....

Questions and requests for clarification must be submitted at least five (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
CONCESSIONAIRE SERVICES FOR PARKS & RECREATION
SPORTS FACILITIES
(ANNUAL CONTRACT)
RFP No. 19-0012**

The Consolidated Government of Columbus, Georgia (the City) invites offerors to submit proposals to provide concessionaire services for Parks and Recreation Sports Facilities, to include: South Commons, and Memorial Stadium.

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: May 3, 2019, NO LATER THAN 5:00 P.M. (EST). *Submit one (1) original and nine (9) identical copies of the proposal.* For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package, as well as the RFP Number and Title.

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

Columbus Consolidated Government
Purchasing Division
RE: RFP No. 19-0012
Concessionaire Services for Parks and Recreation Sports Facilities
(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, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' 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..." ON PAGE SIX OF 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 women 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, sexual orientation, gender identity 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 proposers or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

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. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division 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.

**CONCESSIONAIRE SERVICES FOR
PARKS & RECREATION SPORTS FACILITIES
(ANNUAL CONTRACT)
RFP No. 19-0012**

PART 1 – GENERAL SPECIFICATIONS

1.0 INTRODUCTION/PURPOSE

- 1.1 The Columbus Consolidated Government (the “City”) is seeking proposals from all interested and qualified parties to provide concessionaire services for Parks and Recreation sports facilities, to include:

South Commons
Memorial Stadium

All two facilities are located at 400 4th Street in Columbus, Georgia

- 1.2 The purpose of the requested services is to provide foodstuffs and beverages for patrons attending sporting events at the various facilities.
- 1.3 **Please Note:** The City has an existing contract with Coca Cola for exclusive Soft Drink Pouring Rights & Soft Drink Vending Services for Parks and Recreation locations. Therefore, the awarded vendor for this RFP shall serve Coca Cola products at the sports facilities.
- 1.4 The current contract will expire on June 27, 2019. Therefore, the vendor awarded this contract must have the capability of providing services immediately after the expiration date.

2.0 QUALIFICATIONS

- 2.1 The qualified vendor should have a minimum of five (5) years experience in the food service industry.
- 2.2 The qualified vendor must have a professional and courteous staff to handle concessions.

3.0 CONTRACT TERM

- 3.1 The initial term of the contract will be for two years with the option to renew for three additional twelve-month periods. The City will initiate contract renewal. The renewal will be contingent upon the mutual agreement of the City and the contractor.
- 3.2 Notice of intent to renew will be given to the contractor in writing by the City Purchasing Officer, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.
- 3.3 It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and the Council of the Consolidated Government of Columbus, Georgia has

granted program approvals. 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.

- 3.4 **Termination for Convenience:** For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

4.0. SCOPE

- 4.1 Concessionaire will have the exclusive right to conduct and operate as an independent contractor and not as an employee or an agent of the City.
- 4.2 Concessionaire shall conduct its said business in the Concession(s). The Concessionaire herein granted shall embrace only the serving, and sale for a consideration, of foodstuffs, beverages and non-food items as may be approved by the City's Contract Manager. Additional items must be approved by the Contract Manager.
- 4.3 Concessionaire shall conduct its business at all times to the satisfaction and subject to the approval of the Contract Manager and the right granted by this Agreement may be revoked or canceled by the City at any time for any breach by Concessionaire of any terms and conditions of this Agreement or any amendment hereto. All of the Concessionaire's activities as herein described shall be subject to the policies and regulations of the City.
- 4.4 The City covenants and agrees to grant to the Concessionaire free ingress and egress to the stated concession area(s).
- 4.5 Concessionaire will provide and utilize cash drawers.
- 4.6 It is fully and mutually understood that Concessionaire shall charge such prices and rates as are set forth in the vendor's Cost Proposal for the items specified. Concessionaire may offer for sale other food and non-food items at prices competitive in the open market.
- 4.7 The Concessionaire shall, at its expense, display temporary or permanent signs or price lists, which set forth the prices of all articles offered for sale. The City shall approve all such signs and price lists. Signs, approved by the Contract Manager, can also be placed in areas outside the concession area.
- 4.8 This Contract shall not include the right to sale space for temporary or permanent signs, advertising any product in, on, or around the Concession, the City reserving such right to itself.
- 4.9 Concessionaire covenants and agrees to:
- 4.9.1 Procure at its sole expense such Permits and Licenses as may be required to conduct its business.
- 4.9.2 To pay at its sole expense all charges, fees and taxes as may be required.
- 4.9.3 To provide at its sole expense all equipment, supplies, materials, merchandise, transportation and labor necessary for the satisfactory operation of said Concession, except for any particular items of which specific mention is made within this Agreement.

- 4.10 The Concessionaire shall furnish copies of Permits and Licenses and health department inspection records to include establishment inspection records to the City prior to opening the operation to the public or as required by law.
- 4.11 The Concessionaire represents and warrants that no officer; employee or agent of the City is directly or indirectly involved in Concessionaire's business or has any financial interest in Concessionaire's business.
- 4.12 In the event of a total destruction of the Concession or damage to or destruction of a portion thereof so substantial that the remainder is not economically operable for the purpose herein contemplated, by fire, windstorm, or other hazard, operation of the premises shall be suspended until the portions thereof so destroyed or damaged are rebuilt, repaired or replaced. It is understood and agreed by the parties hereto that the City is under no obligation to rebuild, repair or replace the Concession in such event. However, in the event the City elects not to rebuild, repair or replace, the Concessionaire may terminate this Agreement. In the event such damage or destruction is less substantial so that the remainder of the premises is economically operable, operation shall continue to the extent practical while restoration is under way. Concession fee will be prorated upon a partial or complete shutdown.
- 4.13 City shall not be liable for any loss or damage suffered by the Concessionaire arising out of the interruption or cessation of this Agreement or for any loss suffered by the Concessionaire in the performance of its obligations under this Agreement, resulting from any strike or other work stoppage, breakdown or failure of apparatus, equipment, machinery employed in the operation of the Concession or the building, any temporary stoppage for repairing, improvement or replacement thereof, any order or act of any official or agency of local, state or federal government, or any act or condition beyond its control. However, in the event the Concessionaire is forced to suspend operations hereunder for a period of six months or longer due to a declared national emergency or declaration of war or any act of the City, then this Agreement shall ipso facto terminate.
- 4.14 Concessionaire agrees to indemnify the City from, and to assume all liability for, the payment of taxes or assessments of any kind whatever that by law shall or may be levied on the premises occupied by Concessionaire or arising out of the operation of Concessionaire's business or by reason of concessionaire's occupancy of the Concession Stand.
- 4.15 The City shall have the right to terminate and rescind this contract in its entirety or in part at the option of the City immediately upon the happening of any of the following events:
- 4.15.1 Filing by concessionaire of a Voluntary Petition in Bankruptcy.
 - 4.15.2 The commission by the Concessionaire of any acts which constitutes an act of bankruptcy.
 - 4.15.3 The occurrence of any act which operates to deprive the Concessionaire of the rights, powers and privileges necessary for the proper conduct and operation of the Concession described in this Agreement.
 - 4.15.4 The abandonment or discontinuance of the operation of the Concession described in this Agreement.

- 4.15.5 The failure of the Concessionaire to correct, within ten (10) days from the date he/she receives notice from the City, any alleged breach or default by Concessionaire of any of the terms, covenants, and conditions hereunder.
 - 4.15.6 The falsification by Concessionaire of its application, proposal, or any reports or documents received to be kept or submitted under this Agreement.
 - 4.15.7 The indictment of Concessionaire or its Executive Officers for a felony.
 - 4.15.8 Misrepresentations of products for sale, or unfair sales practices.
 - 4.15.9 Discrimination against any employee or other person on account of race, color, sex, religious creed, ancestry, age or national origin.
- 4.16 It is further agreed that if the Concessionaire shall become insolvent, make any assignment for the benefit of creditors or otherwise commit any act of bankruptcy, or file a voluntary Petition in Bankruptcy, or if any final judgment shall be entered against Concessionaire and remain unsatisfied for thirty (30) days, or an Involuntary Petition in Bankruptcy be filed against the Concessionaire, or make any attempt to delegate duties without the prior written consent of the City, all commission reserved to the full term of this Agreement shall become due and collectable immediately by distraint or otherwise and the real property occupied, if any, shall be immediately surrendered to the City.
- 4.17 This Agreement and the space herein authorized shall not be assigned, transferred, sub-contracted or otherwise disposed of without the written approval of the City.
- 4.18 It is understood and agreed that nothing herein contained is intended or shall be construed to in any way create or establish the relationship of copartners between the parties hereto, or as constituting Concessionaire the general representative or agent of the City for any purpose whatsoever.
- 4.19 This Agreement, including any attached exhibits and endorsements, constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. Concessionaire agrees that no representations or warranties expressed, implied, or otherwise have been made other than contained herein, nor shall any such warranties be binding upon the City unless expressed in writing herein.

5.0 SPORTS FACILITIES AND OPERATIONAL SPECIFICATIONS

The following information describes the attributes for each facility. As well as, additional operational requirements.

5.1 SOUTH COMMONS

South Commons concession consist of the following two locations: 1)The Stadium, and 2) The Round House.

5.1.1 The schedule for concession operation is as follows:

Spring Softball:

- Dates are mid-March – May
- Game nights are Monday - Thursday

- Times needed to be open are 6:30 PM – 10:30 PM
- Both concession stands (roundhouse and stadium need to be open)

Summer Softball:

- Game days are Tuesday & Thursday
- Times needed to be open are 6:30PM – 10:30PM

Fall Softball:

- Dates are Mid-August – October
- Game nights are Monday, Tuesday and Thursday
- Times needed to be open are 6:30PM – 10:30PM
- Both concession stands (roundhouse and stadium need to be open)

Tournaments:

- Season for weekend tournaments is February – October.
- Both concession stands (roundhouse and stadium need to be open)
- Tournaments vary by weekend on usage of Complex; most tournaments are Friday and Saturday, but occasionally there will be a tournament that starts on Thursday or ends on Sunday
- Hours will vary depending on times of tournament events.

5.1.2 The following equipment is available, at the stated locations for South Common, to be utilized by the Concessionaire:

A. Softball Stadium

Currently under construction

B. Softball Roundhouse

- Two (2) Steel storage racks
- One (1) 3' steel prep table
- One (1) Large ice machine
- One (1) 8' prep table
- Two (2) 4' prep table
- One (1) Wyott griddle fryer
- One (1) Imperial deep fryer
- One (1) Warming box
- One (1) Heat lamp
- One (1) M3 2 door refrigerator
- One (1) 3-basin sink
- One (1) Hand wash sink

5.2. MEMORIAL STADIUM

Memorial Stadium concession consist of the following two locations: 1)Visitor’s Side, and 2) Home Side.

5.2.1 Memorial Stadium has events of a special nature scheduled by the Parks and Recreation Department. The awarded vendor will be given the list of events as they are scheduled.

- 5.2.2 Memorial Stadium also has High School and College Football games that are held at the site here. Concession services will be needed for all games and events scheduled at the facility.
- 5.2.3 Hours will vary depending on times of tournament events.
- 5.2.4 Fees will be based on a percentage of the gross sales per event at Memorial Stadium. Vendors shall submit a proposed percentage with their proposal submission.
- 5.2.5 The following equipment is available, at the stated locations for Memorial Stadium, to be utilized by the Concessionaire:

A. Memorial Stadium (Visitor’s side)

- Three (3) Coca Cola dispensers
- Two (2) coke coolers
- One (1) 3 basin sink
- One (1) Hand wash sink
- Two (2) Steel Storage Racks
- One (1) 4’ Steel Prep Table

B. Memorial Stadium (Home side)

- Two (2) Coca Cola dispensers
- One (1) 3 basin sink
- One (1) hand wash sink
- Two (2) Steel storage racks

- 5.3 The Menu for the various Concessions shall consist, minimally, of the following items:

- | | |
|---------|------------|
| Hotdogs | Hamburgers |
| Chips | Drinks |
| Popcorn | Candy |

The Concessionaire may provide other similar foodstuffs at the Concessions

- 5.4 Concessionaire shall have the right to operate, manage and maintain all of the properties and facilities according to the terms and conditions herein during the period of the Agreement and to sale merchandise and provide services ordinarily dealt in at facilities of this kind. Concessionaire agrees that at termination of this Agreement, by expiration, or otherwise, to return the Concession to the City in a condition of first-class maintenance.
- 5.5 Concessionaire agrees to render courteous, efficient service to the public.
- 5.6 Concessionaire agrees to keep the Concession in a clean, sanitary and presentable condition at all times and to comply with all laws, rules, regulations, and orders of the City and other Governmental bodies, now in effect or hereinafter enacted, adopted or promulgated.
- 5.7 Concessionaire has examined and knows the condition of the premises and equipment, and has received the same in reasonable good repair, and further agrees that no misrepresentations as to the condition thereof have been made by the City prior to, or at the execution of this Agreement.

- 5.8 Concessionaire shall have the right to use the said premises only for the described purposes and only in keeping with purposes reasonably necessary to carry out the terms of this Agreement. Any deviation from said intent, or conflict with or between any provisions of this Agreement shall require the City's actions and written direction for correction. The City will not permit any signs or placards to be placed on the outside walls of structures, except by written consent or directive of the City.
- 5.9 Concessionaire agrees not to make any alterations, deletions, or additions, in or to premises without prior written approval of the City. In addition, Concessionaire agrees not to deface or mutilate the walls, floors, ceilings, equipment or other parts of the Concession in any manner, nor to permit any practice or acts injurious to the building, or which may affect the insurance on the building, or which may be contrary to law.
- 5.10 Concessionaire agrees that all permanent improvements to the Concession become the property of the City unless otherwise specified herein.
- 5.11 The City shall be responsible for major building maintenance. Concessionaire shall be responsible for all other maintenance to the Concession Stand including maintaining all equipment and property therein in good repair at Concessionaire's own expense. In addition, Concessionaire shall be responsible for any repairs to equipment, building, and all other parts of the City property resulting from any act of negligence, or lack of due care on the part of Concessionaire, its employees or its customers.
- 5.12 The City will cooperate with the Concessionaire in scheduling all its maintenance activities. Concessionaire understands and agrees that there are times the City may have to perform required maintenance during Concessionaire's business operations and that the City will perform such maintenance with the least inconvenience and interruption of Concessionaire's business.
- 5.13 Concessionaire agrees to periodic maintenance inspections of said premises with City's representatives. Concessionaire understands that the City expects Concessionaire's maintenance to be first-class. Concessionaire agrees to correct any defects found within a reasonable amount of time, but in no event more than ten (10) days.
- 5.14 Concessionaire agrees to employ only competent and orderly employees who will keep themselves neat and clean and accord courtesies and competent treatment and service to all guests and patrons. Concessionaire shall provide matching uniforms to be worn by persons working on the leased premises and shall be of such type as are ordinarily worn by employees doing like work in similar places of business.
- 5.15 Concessionaire employees shall provide excellent customer service to patrons. This is a mandatory requirement. Any incidences of discourtesy to patrons, which are not resolved, must be addressed by the Concessionaire and corrected to the satisfaction of the City and the affected patron(s).
- 5.16 Concessionaire shall comply with all Federal, State and local laws regarding obscenity. Violation of this provision shall be deemed to be a material breach of this Agreement.
- 5.17 Concessionaire may store its equipment on or in the premises during non-operating periods, provided this Agreement is not terminated. If Concessionaire should store its equipment on the leased premises, it is fully and mutually understood that said storage shall be at the

Concessionaire's sole risk; that the City shall assume no obligation or responsibility for safeguarding Concessionaire's equipment from acts of vandalism, loss, fire, theft, damage or Acts of God.

- 5.18 Concessionaire agrees to remove all personal property from the premises at the termination of this Agreement. Any property not removed within fifteen (15) days after the Agreement is terminated, shall be considered as abandoned and the City may dispose of same without being accountable to Concessionaire. This time limit may be waived, in writing, at the City's discretion.
- 5.19 Concessionaire agrees, upon termination of this Agreement, to return the Concession to the City in good condition, non-negligent accidental loss or damage and ordinary wear and tear accepted. Dirt is not considered ordinary wear and tear. Also, upon termination of this Agreement, the following condition shall be complied with before Concessionaire will be released from its obligation as stipulated in the agreement:
- 5.19.1 All debris, rubbish and discarded items must be removed from premises.
 - 5.19.2 The entire premises and facilities therein must be clean.
 - 5.19.3 The Concession and equipment will be inspected by the City and approved according to statement of conditions and premises.
- 5.20 The City shall not be responsible for the maintenance of access to the Concession during inclement weather.
- 5.21 The City will not be responsible for providing water to the premises during freezing weather or during times when there is danger of freezing of the plumbing system.
- 5.22 The City shall be responsible for providing extermination service to the Concession.
- 5.23 Concessionaire recognizes, understands and will in all reasonable manner and ways, with the City's consent, cause improvements that will only enhance the physical attributes of the Concession, as well as, the contemplated public service, accommodations and use of the site to its benefit and the community in general. Contemplated construction, renovations, alterations, operations, and maintenance shall be conducted with effective concern and practices as to prevent and protect the Concessions and the City Building from any adverse environmental impacts, and shall be done in accordance with City Fire and Building Codes.
- 5.24 The City and Concessionaire agree that by mutual consent, this Agreement may be changed or amended from time to time, in writing, as may be required to protect the Concession or City's other properties, or to add to the comfort and convenience of Concessionaire's operations.

6.0 FEE/INVOICES AND REPORTS

In return for the right to operate the above-mentioned Concessions, the Concessionaire agrees to the following rental payments:

6.1 SOUTH COMMONS

6.1.1 Spring Softball

- A. A flat rental fee of \$1,500.00 during spring softball season.

B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stands during the spring season when games are being played.

6.12 Sumer Softball

A. A flat fee of \$750.00 during summer softball season.

6.1.2 Fall Softball

A. A flat fee of \$1,000 during the Fall softball season.

B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stands during the Fall season when games are being played.

6.1.3 Tournaments

A. Tournament rental fees will be based on a percentage of the gross sales per tournament. Vendors shall submit a proposed percentage with their proposal submission.

B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stands during tournaments.

6.2 MEMORIAL STADIUM

6.2.1 Fees will be based on a percentage of the gross sales at Memorial Stadium. Offerors shall submit a proposed percentage with their proposal submission.

6.2.2 A \$200.00 fine shall be assessed for failure to open the concession for an event.

6.3 Monthly payments shall commence on the first contract month the concessionaire occupies the concession, and will be pro-rated if the contract month begins in the middle of a month.

6.4 The monthly payment shall be paid to the City by the 10th of each month.

6.5 The monthly payment shall be paid as follows:

Make checks payable to: “Columbus Consolidated Government”

Mail To: Carson Revell, Athletic Division Manager
Columbus Consolidated Government
P.O. Box 1340
Columbus, Georgia 31902-1340

7.0 AUDITS

7.1 The Concessionaire 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 Concessionaire shall retain these for a period of not less than fifteen months after incurred, paid or made.

7.2 Columbus Consolidated Government’s internal auditor or designees shall have the right to inspect and audit the vendor’s books and records of Concessionaire at all reasonable times during business hours.

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

8.0 INDEMNIFICATION AND INSURANCE

- 8.1 Concessionaire shall indemnify and save harmless Columbus Consolidated Government (the City) against and from any and all claims, demands, actions, causes of actions, suits and all other liabilities whatsoever, including court costs and attorney's fees on account of, or by reason of, or growing out of personal injuries or death to any person, including Concessionaire or its employees, or property damage suffered by any person, including Concessionaire and its employees, whether the same results from the actual or alleged negligence of the City's agents and/or employees or otherwise, it being the intent of this provision to absolve and protect the City from any and all loss by reason of the premises or anything related in any way whatsoever to the Agreement. Concessionaire shall supply evidence of insurance satisfactory to the City covering the liabilities and indemnification required by this Agreement.
- 8.2 The Concessionaire agrees to hereby remise, release and discharge the City, its elected and appointed Officials, Agents, Employees or Representatives from any liability whatsoever hereinafter arising from loss or damage caused by fire or other casualty for which insurance (permitting Waiver of Liability and containing a Waiver of Subrogation) is carried by the Concessionaire at the time of such loss or damage to the extent of any recovery under such insurance.

8.3 INSURANCE REQUIREMENTS

The vendor 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. **Certificate of Insurance is acceptable.**

Insurance requirements are listed on the attached **Insurance Checklist (Attachment C)**. **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 proposal 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.

- 8.4 All premiums shall be at the expense of the Concessionaire.

- 8.5 All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, Concessionaire shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal and also identifying the City as an additional insured, to be forwarded to the City.
- 8.6 The City at its mutual discretion may modify or waive any of the foregoing insurance requirements.

9.0 GENERAL LEGAL REQUIREMENTS

- 9.1 Concessionaire agrees not to assign this Agreement in whole or in part, or sub-contract any part of the Concession Stand without first obtaining the written consent of the City, and in the event the City consents to any such assignment or sub-contract, the concessionaire shall remain primarily liable for the payment of all concession fees and other conditions herein provided, unless expressly otherwise provided for in the written consent of the City. No assignment or sub-contracting made by the Concessionaire without consent hereinbefore provided for shall vest any right or interest whatsoever in the assignee or sub-contractor in or to the premises.
- 9.2 If the Concessionaire requires the use of or desires to use any patented or registered design device, material, process, mark, name, or slogan, he shall provide for such use in an approved manner by making the proper agreement with the patentee, owner or lessee of such design, device, material, process, mark, name or slogan for such use. Such Agreement shall be subject to approval by the City and a copy shall be supplied to the City. If the Concessionaire shall fail or neglect to make such Agreement, then the Concessionaire and its Surety shall protect, defend, and save harmless the City against any and all claims for damage or otherwise by reason of infringement of such patented or registered design, device, material, process, mark, name, or slogan and shall indemnify the City for any loss it may sustain due to such infringement.
- 9.3 Concessionaire shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations, which are or should be applicable to any work performed under this Agreement.
- 9.4 Concessionaire agrees to use his best efforts to maintain order among the customers of the concessionaire. Concessionaire agrees to bring to the attention of the City any violations by concessionaire's patrons of the laws and regulations of the City committed while patrons are at the concession.
- 9.5 It is hereby fully and mutually understood and agreed that no rights are granted in this Agreement which shall in any way be so construed as to impair the powers, privileges, or duties of the City or its representatives in the execution of the laws of the City now in force, or hereinafter enacted or adopted with reference to the commonwealth for the protection, maintenance, utilization, or development of the City Building and the Concession.
- 9.6 Concessionaire shall at all times hereinafter states, indemnify and save harmless the City from and against any and all detriment, damage, loss, claims, demands, suits, and expense not herein expressly provided for which the City may suffer, sustain or be subjected to, directly or indirectly, by reason of the operation or management of Concessionaire's business or exercise of any of the provisions herein.

- 9.7 The City shall not be liable for any loss or damage suffered by Concessionaire arising out of the interruption or cessation of this Agreement, or for any loss suffered by the Concessionaire in the performance of its obligations under this Agreement.
- 9.8 Failure of either party to exercise their respective rights under the terms of this Agreement on any one occasion shall not be construed as a waiver on any subsequent occasion. No provisions of this Agreement shall be waived or altered except by writing, endorsed hereon, or attached hereto.
- 9.9 No elected or appointed official, director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to Concessionaire under any term or provision of this Agreement or because of any breach hereof, or because of its or their execution, approval, or attempted execution of this Agreement.
- 9.10 Concessionaire shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or applicable provisions of the Official Code of Columbus Consolidated Government. Concessionaire shall also comply with the amendments hereto. Concessionaire shall also comply with the applicable provisions of the Americans with Disabilities Acts, any amendments thereto and any regulations issued thereunder. Concessionaire shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.
- 9.11 Concessionaire warrants that it is not prohibited from entering into this Agreement.

10.0 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT – E-Verify
 In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer’s contractor must register and participate in a federal work authorization program (see 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 properly completed, notarized E-Verify Affidavit (Attachment B) must be included with sealed proposal; failure to do so will render the firm’s proposal non-responsive and ineligible for further consideration.**

PART 2 – PROPOSAL AND SUBMISSION REQUIREMENTS

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

Firms should submit proposals that address each of the sections specified below. 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.

PART A. TECHNICAL PROPOSAL

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. **An authorized agent of the firm must sign the transmittal letter.**

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Attachment B)

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: https://www.columbusga.gov/finance/purchasing/docs/opportunities/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: Experience/Qualifications

- A. Address in detail the firm's ability and experience providing the services described in the specifications.
- B. Provide resumes of key personnel who will be assigned to the contract, to include: the management staff, cooks, etc.
- C. Discuss in detail the resources of the firm:
 - Support staff
 - Equipment
 - Suppliers
 - Other information deemed necessary to describe the firm's resources.
- D. Describe the proposed uniform of the staff.

Section 5: Client Work History

Provide at least five (3) clients for whom the offeror has provided similar services as described in this RFP. Include entity name, contact name, email address, phone number and fax number.

Section 6: Service Plan

Provide the following:

- A. Menu items with proposed costs
 - Include descriptions of items, sizes etc...
- B. Provide a written narrative that demonstrates the method or manner in which the offeror will handle a scheduled event.

Section 7: Fee Proposal

Offerors shall propose a percentage of the gross sales, per Tournament, for the concession rental fee during Tournaments.

PART B: BUSINESS DOCUMENTS

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

BUSINESS REQUIREMENTS:

- A. Health Inspection Records
- B. Complete the Contract Signature Page (**Attachment A**)
- C. Provide copy of Insurance (**Attachment C**)
- D. Provide copy of W-9 (**Attachment D**)
- E. Provide copy of Business License

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, Revenue Division Manager, at telephone 706-225-3091.

13.0 RFP EVALUATION

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

Criteria	Weight
A. Experience/Qualifications	30%
B. References	15%
C. Service Plan	45%
D. Fee Proposal	10%

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

RATING	
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. Proponents will be ranked in descending order of numerical predominance.

**CONTRACT SIGNATURE PAGE
CONCESSIONAIRE SERVICES
FOR PARKS & RECREATION SPORTS FACILITIES
(ANNUAL CONTRACT)**

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Columbus Consolidated Government.

Witness as to the signing of the contract

By: _____
Signature of Authorized Representative Date

Witness as to the signing of the contract

(Corporate seal, if applicable)

Print Name and Title of Signatory

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:

Sandra T. Davis, Clerk of Council

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

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

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

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

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.**

Date of Authorization

Name of Contractor

Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract) – RFP No. 19-0012

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:

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

Concessionaire Services for Parks & Recreation Sports Facilities; RFP No. 19-0012

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 PRIVACY OF CONTRACT)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Concessionaire Services for Parks & Recreation Sports Facilities

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: _____

INSURANCE CHECKLIST

**CONCESSIONAIRE SERVICES FOR PARKS & RECREATION
SPORTS FACILITIES
(ANNUAL CONTRACT)
RFP No: 19-0012**

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

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

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker’s Compensation and Employer’s Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	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	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	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	
<input checked="" type="checkbox"/> 22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<input checked="" type="checkbox"/> 23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
<input checked="" type="checkbox"/> 24. The City shall be named Additional Insured on all policies		
<input checked="" type="checkbox"/> 25. Certificate of Insurance shall show Bid Number and Bid Title		
26. Pollution:	\$2 Million per occurrence/claim	

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

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: _____

*****COMPLETE THIS PAGE AND RETURN WITH BID*****

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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 one of the following seven boxes.	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
	<input type="checkbox"/>	Individual/sole proprietor or single-member LLC	<input type="checkbox"/>	C Corporation	<input type="checkbox"/>	S Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/>	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Note: 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 not 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.								Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/>	Other (see instructions) ▶ _____									(Applies to accounts maintained outside the U.S.)
	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 ▶
------------------	----------------------------	--------

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.

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 24% 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 • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • 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.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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), ABLÉ 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.

CHECKLIST
Concessionaire Services for Parks & Recreation Sports Facilities
RFP No. 19-0012

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:

- 1. ALL SUBMISSION REQUIREMENTS ARE INCLUDED.
- 2. ADDENDA (IF ANY) HAVE BEEN SIGNED.
- 3. PRICING HAS BEEN CHECKED.
- 4. ONE (1) ORIGINAL AND NINE (9) COPIES ARE ENCLOSED.
- 5. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

**Columbus Consolidated Government
Purchasing Division – Attn: Heather Biddle**

(Mail) P. O. Box 1340
Columbus, GA 31902-1340

(Deliver) 5th Floor – Finance Department
100 10th Street
Columbus, Georgia 31901

RE: RFP No. 19-0012 – Concessionaire Services for Parks & Recreation Sports Facilities

- 6. THE **EXTERIOR** OF THE MAILING ENVELOPE HAS BEEN SEALED **AND** MARKED WITH THE:

SOLICITATION TITLE: **Concessionaire Services for Parks & Recreation Sports Facilities**
SOLICITATION NUMBER: **RFP No. 19-0012**
DUE DATE: **May 3, 2019** (No later than 5:00 PM EST)
CONTACT INFORMATION (Vendor's Name, Address, Phone Number and/or Email Address)

 **PLEASE CONSIDER THE ENVIRONMENT** 

Please ONLY submit what is required; the remaining pages of these specifications are for your records/recycle

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

This checklist is for informative purposes only and is not intended to be a part of the formal procurement document.

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
BidLine 706-653-4536
www.columbusga.org

April 11, 2019

Addendum No. 1
Concessionaire Services for Parks & Recreation Sports Facilities
(Annual Contract)
RFP No. 19-0012

Proposals should include acknowledgement of receipt for all Addenda:

Authorized Initials: _____ **Firm:** _____

Vendors are informed that the above subject RFB is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

SPECIFICATION CHANGE

PART 1 – GENERAL SPECIFICATIONS

Page 20, section 6.0 FEE/INVOICES AND REPORTS has been revised. Please see attached Appendix A for section 6.0 FEES/PAYMENT(S).

PART 2 – PROPOSAL AND SUBMISSION REQUIREMENTS

Section 7: Fee Proposal has been changed to **Payment Agreement**

Offeror shall complete the attached Payment Agreement (Appendix B) and include with proposal submission.

Andrea J. McCorvey
Purchasing Manager

APPENDIX A

6.0 FEES/PAYMENT(S)

In return for the right to operate the above-mentioned Concessions, the Concessionaire agrees to the following rental payments and fees:

6.1 SOUTH COMMONS

- A.** A flat rental fee of \$1,400 per month for nine months (February - October) the Concessionaire is open for Spring, Summer and Fall Softball Seasons, as well as various tournaments operated during weekends.
- B.** A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stand during the softball seasons when games are being played.

6.2 MEMORIAL STADIUM

- A.** A flat rental fee of \$1,350 per month for the football games held at Memorial Stadium; high school football, youth football, and two College Classics (August – November).
- B.** A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stands during the football season when games are being played.

6.3 Monthly payments shall commence on the first contract month the concessionaire occupies the concessions and will be pro-rated if the contract month begins in the middle of a month.

6.4 The monthly payment shall be paid to the City by the 10th of each month. If payment is not received by the 10th of every month, a \$75.00 late fee will apply.

6.5 The monthly payment shall be paid as follows:

Make checks payable to: “Columbus Consolidated Government”

Mail To: Lauren Vance, Finance Manager
Columbus Consolidated Government
Parks and Recreation
P.O. Box 1340
Columbus, Georgia 31902-1340

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.gov

April 17, 2019

ADDENDUM NO. 2

Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract)
RFP No. 19-0012

Proposals should include acknowledgement of receipt for all Addenda.

Vendors are informed that the above subject RFP is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

I. APPENDIX I

Respondents must complete and include the attached APPENDIX I with Section 1: Transmittal Letter of their proposal.

If proposal has already been mailed, en route, or submitted to the Purchasing Division, vendors may fax form to 706-225-3033, or email form to bidopportunities@columbusga.org. The form will be attached to the exterior of vendors' sealed submittal.

II. QUESTIONS/RESPONSES

Question 1. "I, [...], formally request a copy of the current contract regarding this bid opportunity."

Response: A copy of the contract for RFP No. 14-0009 is attached (Appendix II).

Andrea J. McCorvey,
Purchasing Division Manager

APPENDIX I

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

.....

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, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), 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. 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/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

**COLUMBUS CONSOLIDATED GOVERNMENT
CONTRACT ROUTING MEMORANDUM**

DATE: February 28, 2014

SUBJECT: Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract)

FROM: Kevin Robertson, Purchasing Division *KR*

Please route for appropriate signatures, copies of the attached contract with Chester's Barbeque, to provide Concessionaire Services for Parks & Recreation Sports Facilities.

Council authorized this contract per Resolution #81-14, approved February 26, 2014 (copy is attached).

Signatories	Signatures Required (<i>No initials please</i>)	Date
Purchasing Division Manager Signature of Approval	<i>Adrian M. Corney</i>	<i>2/28/14</i>
City Attorney: Signature required on Contracts	<i>Form Approved: Cecilia City Attorney</i>	<i>3/3/14</i>
City Manager: Signature required on Contracts	<i>[Signature]</i>	<i>3/3/14</i>
Clerk of Council: Signature Required on Contracts & Attest/Seal	<i>[Signature]</i>	<i>3/3/14</i>

After all signatures have been applied, please contact Kevin Robertson, Purchasing Division (ext - 3070) for distribution.

CONTRACT

THIS CONTRACT, executed this 3rd day of March 2014, by and between the Consolidated Government of Columbus, Georgia, hereinafter called the "City", and *Chester's Barbeque*, 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 will assume the contract as originally proposed for providing *Concessionaire Service for Parks and Recreation Sports Facilities, on an "as needed basis" per (RFP No. 14-0009)* and was awarded the Contract by Columbus City Council on *Tuesday, February 26, 2014, Resolution No.81-14*, for the initial term of two (2) years, beginning February 28, 2014 through February 27, 2016, with the option to renew for three (3) additional twelve-month periods, for the services in accordance with specifications prepared by the City and the proposal of the Contractor.

2. The Contractor will, at it's own cost and expense, furnish all labor, materials and equipment required to be furnished and meet all other requirements or conditions imposed, all strictly in accordance with the City's Request for Proposal, dated *December 26, 2013* (and all addenda thereto), *Chester's Barbecue* Proposal dated *January 23, 2014*, which are attached hereto as exhibits "A", "B" and "C", 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 Contractor will receive payment from the City 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.

ATTACHMENT A

CONTRACT SIGNATURE PAGE
CONCESSIONAIRE SERVICES
FOR PARKS AND RECREATION SPORTS FACILITIES
(ANNUAL CONTRACT)

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

Date: 1-23-14

By: [Signature]
Signature of Authorized Representative

[Signature]
Witness as to the Contractor

Trenton Chester
Print Name and Title of Signatory

Witness as to the Contractor

Chester's
Business Name

(Corporate Seal)

547 Veterans Parkway
Business Address

Tax ID Number

(706) 320-1230
Telephone Number

(706) 221-0014
Fax Number

trentonchester@aol.com
Email Address

CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA

Accepted this 3rd day of March 2014

APPROVED AS TO LEGAL FORM:

[Signature]
Isiah Hugley, City Manager

[Signature]
Clifton C. Fay, City Attorney

ATTEST:

[Signature]
Tiny B. Washington, Clerk of Council

EXECUTION AUTHORIZED
By Resolution No. 81-14
[Signature]
Clerk of Council

COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL

A RESOLUTION
NO. 81-14

A RESOLUTION AUTHORIZING THE EXECUTION OF THE ANNUAL CONTRACT WITH CHESTER'S BARBECUE (COLUMBUS, GA), TO PROVIDE CONCESSIONAIRE SERVICES FOR PARKS AND RECREATION SPORTS FACILITIES, ON AN "AS NEEDED BASIS".

WHEREAS, an RFP was administered (RFP No. 14-0009) and three proposals were received; and,

WHEREAS, the proposal submitted by Chester's Barbecue (Columbus, GA) met all proposal requirements and was evaluated responsive to the RFP; and,

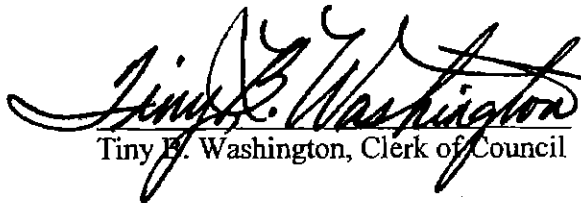
WHEREAS, the term of this contract shall be for two (2) years, with an option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

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

That the City Manager is hereby authorized to execute an annual contract with Chester's Barbecue (Columbus, GA) to provide Concessionaire Services for Parks and Recreation Sports Facilities on an "as needed basis". The City's portion of the proceeds will be deposited in the Revenue Account.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 25th day of February 2014, and adopted at said meeting by the affirmative vote of nine members of said Council.

Councilor Allen voting	<u>YES</u>
Councilor Baker voting	<u>YES</u>
Councilor Barnes voting	<u>YES</u>
Councilor Davis voting	<u>YES</u>
Councilor Henderson voting	<u>YES</u>
Councilor Huff voting	<u>YES</u>
Councilor McDaniel voting	ABSENT FOR VOTE
Councilor Thomas voting	<u>YES</u>
Councilor Turner Pugh voting	<u>YES</u>
Councilor Woodson voting	<u>YES</u>


Tiny E. Washington, Clerk of Council

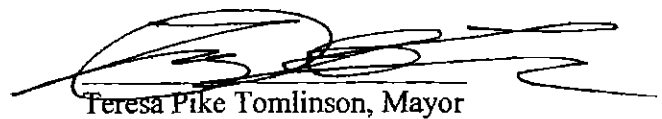

Teresa Pike Tomlinson, Mayor

EXHIBIT A

Business Requirements

Occupation Tax

City of Columbus, Georgia

Date Issued: March 29, 2013
Expires: December 31, 2013
Renew by: April 1, 2014

License #: 114735

Business Address:
CHESTER'S BARBEQUE
CHESTER, TRENTON M.
547 VETERANS PARKWAY
COLUMBUS, GA 31901

Business Name:

Type of Occupation:

Allowed Activities:

722211	DOM	LIMITED SERVICE RESTAURANTS
722211		LIMITED SERVICE RESTAURANTS
000001		ADMINISTRATIVE FEE

LIMITED SERVICE RESTAURANTS

CHESTER'S BARBEQUE

C.O. #: Z200300974

Account #: 06550201

Mailing Address:

CHESTER'S BARBEQUE
ATTN: TRENTON M. CHESTER
209 NORTHSTAR DRIVE
COLUMBUS, GA 31901

THIS RECEIPT NOT OFFICIAL UNLESS VALIDATED

REC 06-29-2013(FRI) 11:00 AM
EMERY 08820
17

1 0 OTHER TAX \$0.00
DAILY TOTAL \$0.00
CASH \$0.00



Pamela J. Hodge
FINANCE DIRECTOR

2013

The above named having in accordance with the ordinance of Columbus, Georgia paid to the treasurer of said city the amounts shown above on this license, is hereby authorized to conduct the business stated above at the address outlined above in said city, provided however, that this license is granted subject to all provisions of the general tax ordinance of said city.

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

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

46-0713668

Federal Work Authorization User Identification Number

1/24/14

Date of Authorization

Chester's Ribs + BBQ INC.

Name of Contractor

Concessionaire Services for Parks and Recreation Sport Facilities

Name of Project

CHESTER'S Ribs + BBQ INC.

Name of Public Employer

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

Executed on JAN, 24, 2014 in Columbus (city), GA (state).

Trenton M. Chester
Signature of Authorized Officer or Agent

Trenton M. Chester OWNER

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 24th DAY OF Jan, 2014.

Connie I Kempke

NOTARY PUBLIC

My Commission Expires:

11-20-17



GEORGIA DEPARTMENT OF PUBLIC HEALTH Food Service Establishment Inspection Report			CURRENT SCORE	CURRENT GRADE
Establishment Name: <u>CHESTER'S BBQ</u> Address: <u>547 VETERANS PKWY</u> City: <u>COLUMBUS</u> Time In: <u>01 : 05</u> PM Time Out: <u>02 : 10</u> PM Inspection Date: <u>12/11/2013</u> CFSM: <u>Bobbie A. Bynam (expires 3/2015)</u> Purpose of Inspection: Construction/Preoperational <input type="radio"/> Initial <input type="radio"/> Routine <input checked="" type="radio"/> Follow-up <input type="radio"/> Temporary <input type="radio"/> Risk Type: <input type="radio"/> 1 <input checked="" type="radio"/> 2 <input type="radio"/> 3 Permit#: <u>106-1105</u>			98	A
Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public health interventions are control measures to prevent illness or injury. Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.			Last Score: 93 Grade: A Date: 06/24/13 Prior Score: 99 Grade: A Date: 12/13/12	SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U=59

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=repeat violation of the same code provision=2 points

Compliance Status					COS	R	Compliance Status					COS	R		
1 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Supervision 4 points		5 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Cooking and Reheating of Potentially Hazardous Foods, Consumer Advisory 9 points			
1-2. Person in charge present, demonstrates knowledge, and performs duties					<input type="radio"/>	<input type="radio"/>	5-1A. Proper cooking time and temperatures					<input type="radio"/>	<input type="radio"/>		
2 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Employee Health, Good Hygienic Practices, Preventing Contamination by Hands 9 points		5-1B. Proper reheating procedures for hot holding					<input type="radio"/>	<input type="radio"/>		
2-1A. Proper use of restriction & exclusion					<input type="radio"/>	<input type="radio"/>	5-2. Consumer advisory provided for raw and undercooked foods					<input type="radio"/>	<input type="radio"/>		
2-1B. Hands clean and properly washed					<input type="radio"/>	<input type="radio"/>	6 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Holding of Potentially Hazardous Foods, Date Marking Potentially Hazardous Foods 9 points			
2-1C. No bare hand contact with ready-to-eat foods or approved alternate method properly followed					<input type="radio"/>	<input type="radio"/>	6-1A. Proper cold holding temperature					<input type="radio"/>	<input type="radio"/>		
3 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Approved Source 9 points		6-1B. Proper hot holding temperature					<input type="radio"/>	<input type="radio"/>		
3-1A. Food obtained from approved source, parasite destruction					<input type="radio"/>	<input type="radio"/>	6-1C. Proper cooling time and temperature					<input type="radio"/>	<input type="radio"/>		
3-1B. Food received at proper temperature					<input type="radio"/>	<input type="radio"/>	6-1D. Time as a public health control, procedures and records					<input type="radio"/>	<input type="radio"/>		
3-1C. Food in good condition, safe, and unadulterated					<input type="radio"/>	<input type="radio"/>	7 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Highly Susceptible Populations 9 points			
4 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Protection from Contamination 9 points		7-1. Pasteurized foods used; Prohibited foods not offered					<input type="radio"/>	<input type="radio"/>		
4-1A. Food separated and protected					<input type="radio"/>	<input type="radio"/>	8 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Chemicals 4 points			
4-1B. Proper disposition of contaminated food; returned food or unused food not re-served					<input type="radio"/>	<input type="radio"/>	8-2A. Food additives; approved and properly used					<input type="radio"/>	<input type="radio"/>		
4-2A <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					4-2A. Food stored covered		<input type="radio"/>	<input type="radio"/>	8-2B. Toxic substances properly identified, stored, used					<input type="radio"/>	<input type="radio"/>
4-2B <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					4-2B. Food-contact surfaces; cleaned & sanitized		<input type="radio"/>	<input type="radio"/>	9 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Conformance with Approved Procedures 4 points	
					<input type="radio"/>	<input type="radio"/>	9-2. Compliance with variance, specialized process and HACCP plan					<input type="radio"/>	<input type="radio"/>		

GOOD RETAIL PRACTICES

(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)

Compliance Status					COS	R	Compliance Status					COS	R
10 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Safe Food and Water, Food Identification 3 points		14 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Proper Use of Utensils 1 point	
10A. Pasteurized eggs used where required					<input type="radio"/>	<input type="radio"/>	14A. In-use utensils; properly stored					<input type="radio"/>	<input type="radio"/>
10B. Water and ice from approved source					<input type="radio"/>	<input type="radio"/>	14B. Utensils, equipment and linens; properly stored, dried, handled					<input type="radio"/>	<input type="radio"/>
10C. Variance obtained for specialized processing methods					<input type="radio"/>	<input type="radio"/>	14C. Single-use/single-service articles; properly stored, used					<input type="radio"/>	<input type="radio"/>
10D. Food properly labeled; original container; required records available; shellstock tags					<input type="radio"/>	<input type="radio"/>	14D. Gloves used properly					<input type="radio"/>	<input type="radio"/>
11 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Food Temperature Control 3 points		15 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Utensils, Equipment and Vending 1 point	
11A. Proper cooling methods used; adequate equipment for temperature control					<input type="radio"/>	<input type="radio"/>	15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used					<input type="radio"/>	<input type="radio"/>
11B. Plant food properly cooked for hot holding					<input type="radio"/>	<input type="radio"/>	15B. Warewashing facilities; installed, maintained, used; test strips					<input type="radio"/>	<input type="radio"/>
11C. Approved thawing methods used					<input type="radio"/>	<input type="radio"/>	15C. Nonfood-contact surfaces clean					<input type="radio"/>	<input type="radio"/>
11D. Thermometers provided and accurate					<input type="radio"/>	<input type="radio"/>	16 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Water, Plumbing and Waste 2 points	
12 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Prevention of Food Contamination 3 points		16A. Hot and cold water available; adequate pressure					<input type="radio"/>	<input type="radio"/>
12A. Contamination prevented during food preparation, storage display					<input type="radio"/>	<input type="radio"/>	16B. Plumbing installed; proper backflow devices					<input type="radio"/>	<input type="radio"/>
12B. Personal cleanliness					<input type="radio"/>	<input type="radio"/>	16C. Sewage and waste water properly disposed					<input type="radio"/>	<input type="radio"/>
12C. Wiping cloths; properly used and stored					<input type="radio"/>	<input type="radio"/>	17 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Physical Facilities 1 point	
12D. Washing fruits and vegetables					<input type="radio"/>	<input type="radio"/>	17A. Toilet facilities; properly constructed, supplied, cleaned					<input type="radio"/>	<input type="radio"/>
13 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Postings and Compliance with Clean Air Act 1 point		17B. Garbage/refuse properly disposed; facilities maintained					<input type="radio"/>	<input type="radio"/>
13A. Posted; Permit/Inspection/Choking Poster/Handwashing					<input type="radio"/>	<input type="radio"/>	17C. Physical facilities installed, maintained, and clean					<input type="radio"/>	<input type="radio"/>
13B. Compliance with Georgia Smoke Free Air Act					<input type="radio"/>	<input type="radio"/>	17D. Adequate ventilation and lighting; designated areas used					<input type="radio"/>	<input type="radio"/>
					<input type="radio"/>	<input type="radio"/>	18 <input type="radio"/> IN <input type="radio"/> OUT <input type="radio"/> NA <input type="radio"/> NO					Pest and Animal Control 3 points	
					<input type="radio"/>	<input type="radio"/>	18. Insects, rodents, and animals not present					<input type="radio"/>	<input type="radio"/>

Person in Charge (Signature) _____ (Print) <u>Lydia Carrion</u>		Date: <u>12/11/2013</u>
Inspector (Signature) <u>Kristi Ludy</u>	Follow-up: YES <input type="radio"/> NO <input checked="" type="radio"/>	Follow-up Date: _____

Food Establishment Inspection Report Addendum

Violations cited in this report must be corrected within the time frames specified below, or as stated in the Georgia Department of Human Resources Rules and Regulations Food Service Chapter 290-5-14, Rule .10 subsections (2)(i) and (j).

Establishment CHESTER'S BBQ	Permit # 106-1105	Date 12/11/2013
Address 547 VETERANS PKWY	City/State COLUMBUS GA	Zipcode 31902

TEMPERATURE OBSERVATIONS

Item/Location	Temp	Item/Location	Temp	Item/Location	Temp
Other PHF potato salad / Refrigerator,	40.0 ° F	Pork chopped pork / Hot-Hold Unit,	142.0 ° F	Other PHF brunswick stew / Hot-Hold Unit,	148.0 ° F
Other PHF baked beans / Hot-Hold Unit,	140.0 ° F	Other PHF chili / Hot-Hold Unit,	152.0 ° F		

OBSERVATIONS AND CORRECTIVE ACTIONS

Item Number	Observations and Corrective Actions
17A	Violation of Code: [.06(5)(h)] Observed unisex restroom receptacle not covered. Trash receptacle needs lid. Repeat Violation.

Remarks

Person in Charge (Signature)

Date: 12/11/2013

Inspector (Signature) Kristi Ludy

Date: 12/11/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wiggins Insurance Agency, LLC 5714 Windsor Drive Columbus GA 31909	CONTACT NAME: Connie Kempke PHONE (A/C, No, Ext): (706) 323-7735 E-MAIL ADDRESS: office@wigginsinsurance.com FAX (A/C, No):														
INSURED Chester's Uptown Barbeque Attn: Trent Chester 547 Veteran's Parkway Columbus GA 31901	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Western World Insurance Co.</td><td></td></tr><tr><td>INSURER B: Technology Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Western World Insurance Co.		INSURER B: Technology Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Western World Insurance Co.															
INSURER B: Technology Insurance Company															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NPP8133731	08/09/2013	08/09/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	\$
	<input type="checkbox"/> ANY AUTO		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3379981	09/28/2013	09/28/2014		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDERColumbus Parks & Recreation Department
3111 Citizens Way
Columbus, GA. 31906**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Connie Kempke SHJR>

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Trenton Chester	
	Business name, if different from above Chaster's Ribs + BBQ, Inc	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 547 Veterans Parkway City, state, and ZIP code Columbus, GA 31901	
List account number(s) here (optional)		Requester's name and address (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : : : : : or <div style="background-color: black; width: 100px; height: 20px; margin: 0 auto;"></div>
--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ Trenton Chester	Date ▶ 21 Jan 2014
------------------	---	---------------------------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT B

Columbus Consolidated Government Request for Proposal

Concessionaire Services for Parks and Recreation Sports Facilities

(Annual Contract)

RFP No. 14-0009

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

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

DATE: DECEMBER 26, 2013

<p>REQUEST FOR PROPOSALS:</p> <p>RFP NO. 14-0009</p>	<p>Offerors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center">CONCESSIONAIRE SERVICES FOR PARKS AND RECREATION SPORTS FACILITIES (ANNUAL CONTRACT)</p>
<p>GENERAL SCOPE</p>	<p>Provide concessionaire services at Parks and Recreation sports facilities, to include: South Commons, Memorial Stadium and Golden Park.</p>
<p>DUE DATE</p>	<p align="center"><u>DUE: JANUARY 24, 2014 – 5:00 PM (EASTERN TIME)</u></p> <p>Proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5th Floor, Government Center, 100 10th Street, Columbus, GA.</p>
<p><i>HOW TO OBTAIN ADDENDA</i></p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>Any addenda for this project will be posted on the web page of the Finance Department/Purchasing Division (www.columbusga.org/finance/proposals.htm). It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.</p>
<p>NO PROPOSAL RESPONSE</p>	<p><i>If you are not interested in this invitation please email krobertson@columbusga.org or complete the form on the back of this sheet and fax to 706-653-4109.</i></p>

Andrea J. McCorvey, CPPB
Purchasing Manager

STATEMENT OF "NO PROPOSAL"

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

We, the undersigned decline to bid on your **RFP No. 14-0009 - Concessionaire Services for Parks and Recreation Sports Facilities (Annual Contract)** for the following reason(s):

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

Remarks: _____

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

COMPANY NAME: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

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

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

(1) Conditions for Use

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

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

A. Request for Proposals

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

B. Public Notice

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

C. Receipt of Proposals

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

D. Evaluation Factors

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

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with

respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

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

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

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

QUESTION/CLARIFICATION FAX FORM

DATE:

TO: KEVIN ROBERTSON, BUYER
E-mail: krobertson@columbusga.org
FAX NO: (706) 653-4109

RE: RFP NO. 14-0009
CONCESSIONAIRE SERVICES FOR PARKS AND RECREATION SPORTS
FACILITIES (ANNUAL CONTRACT)

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

From: _____
Vendor

Agent

Vendor's Complete Address City State Zip Code

Telephone Number Fax Number

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

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

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

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

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

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

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

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

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

Concessionaire Services for Parks and Recreation Sports Facilities (ANNUAL CONTRACT)

The Consolidated Government of Columbus, Georgia (the City) invites offerors to submit proposals to provide concessionaire services for Parks and Recreation Sports Facilities, to include: South Commons, Memorial Stadium and Golden Park.

A. PROPOSAL SUBMITTAL DATE:

Sealed proposals are due: January 24, 2014, NO LATER THAN 5:00 P.M. (EDT). *Submit one original and six identical copies of the proposal.* For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package, as well as the RFP Number and Title.

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

Columbus Consolidated Government
Purchasing Division
RE: RFP No. 14-0009
Concessionaire Services for Parks and Recreation Sports Facilities
(Annual Contract)

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

Deliver: 100 10th Street
Columbus, Georgia 31901

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

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

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

B. RECEIPT OF PROPOSALS:

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

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

C. SUBCONTRACTING:

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

D. QUESTIONS ABOUT THE RFP:

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

E. PUBLIC INFORMATION:

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

F. ADDENDA:

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

G. CONTRACT:

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

H. NON-COLLUSION:

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

I. INDEMNITY:

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

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

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

K. SPECIFICATION DESCRIPTIONS:

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

L. TAXES:

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

M. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

N. FEDERAL, STATE, LOCAL LAWS:

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

O. PROVISIONS OF THE PROCUREMENT ORDINANCE:

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

P. INSURANCE:

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

Q. HOLD HARMLESS AGREEMENT:

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

R. TERMINATION OF CONTRACT:

1. **Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division 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. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division 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.

S. TIME FOR CONSIDERATION:

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

T. CONTRACT AWARD:

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

U. REQUEST FOR EVALUATION RESULTS:

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

V. GOVERNING LAW:

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

W. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: 1)The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; 6) Additional Agreements required by Awarded Vendor(s); and 7) Awarded Vendor(s) Business Requirements.

NOTICE TO VENDORS

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

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

CONCESSIONAIRE SERVICES FOR PARKS AND RECREATION SPORTS FACILITIES (ANNUAL CONTRACT)

1.0 INTRODUCTION/PURPOSE

- 1.1 The Columbus Consolidated Government (the “City”) is seeking proposals from all interested and qualified parties to provide concessionaire services for Parks and Recreation sports facilities, to include:

South Commons
Memorial Stadium
Golden Park

All three facilities are located at 400 4th Street in Columbus, Georgia

- 1.2 The purpose of the requested services is to provide foodstuffs and beverages for patrons attending sporting events at the various facilities.
- 1.3 **Please Note:** The City has an existing contract with Coca Cola for exclusive Soft Drink Pouring Rights & Soft Drink Vending Services for Parks and Recreation locations. Therefore, the awarded vendor for this RFP shall serve Coca Cola products at the sports facilities.
- 1.4 The current contract will expire on February 25, 2014. Therefore, the vendor awarded this contract must have the capability of providing services immediately after the expiration date.

2.0 QUALIFICATIONS

- 2.1 The qualified vendor should have a minimum of five (5) years experience in the food service industry.
- 2.2 The qualified vendor must have a professional and courteous staff to handle concessions.

3.0 CONTRACT TERM

- 3.1 The initial term of the contract will be for two years with the option to renew for three additional twelve-month periods. The City will initiate contract renewal. The renewal will be contingent upon the mutual agreement of the City and the contractor.
- 3.2 Notice of intent to renew will be given to the contractor in writing by the City Purchasing Officer, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

- 3.3 It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and the Council of the Consolidated Government of Columbus, Georgia has granted program approvals. 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.
- 3.4 **Termination for Convenience:** For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

4.0. SCOPE

- 4.1 Concessionaire will have the exclusive right to conduct and operate as an independent contractor and not as an employee or an agent of the City.
- 4.2 Concessionaire shall conduct its said business in the Concession(s). The Concessionaire herein granted shall embrace only the serving, and sale for a consideration, of foodstuffs, beverages and non-food items as may be approved by the City's Contract Manager. Additional items must be approved by the Contract Manager.
- 4.3 Concessionaire shall conduct its business at all times to the satisfaction and subject to the approval of the Contract Manager and the right granted by this Agreement may be revoked or canceled by the City at any time for any breach by Concessionaire of any terms and conditions of this Agreement or any amendment hereto. All of the Concessionaire's activities as herein described shall be subject to the policies and regulations of the City.
- 4.4 The City covenants and agrees to grant to the Concessionaire free ingress and egress to the stated concession area(s).
- 4.5 Concessionaire will provide and utilize cash drawers.
- 4.6 It is fully and mutually understood that Concessionaire shall charge such prices and rates as are set forth in the vendor's Cost Proposal for the items specified. Concessionaire may offer for sale other food and non-food items at prices competitive in the open market.
- 4.7 The Concessionaire shall, at its expense, display temporary or permanent signs or price lists, which set forth the prices of all articles offered for sale. The City shall approve all such signs and price lists. Signs, approved by the Contract Manager, can also be placed in areas outside the concession area.
- 4.8 This Contract shall not include the right to sale space for temporary or permanent signs, advertising any product in, on, or around the Concession, the City reserving such right to itself.
- 4.10 Concessionaire covenants and agrees to:
- 4.10.1 Procure at its sole expense such Permits and Licenses as may be required to conduct its business.
- 4.10.2 To pay at its sole expense all charges, fees and taxes as may be required.
- 4.10.3 To provide at its sole expense all equipment, supplies, materials, merchandise, transportation and labor necessary for the satisfactory operation of said Concession,

except for any particular items of which specific mention is made within this Agreement.

- 4.11 The Concessionaire shall furnish copies of Permits and Licenses and health department inspection records to include establishment inspection records to the City prior to opening the operation to the public or as required by law.
- 4.12 The Concessionaire represents and warrants that no officer; employee or agent of the City is directly or indirectly involved in Concessionaire's business or has any financial interest in Concessionaire's business.
- 4.13 In the event of a total destruction of the Concession or damage to or destruction of a portion thereof so substantial that the remainder is not economically operable for the purpose herein contemplated, by fire, windstorm, or other hazard, operation of the premises shall be suspended until the portions thereof so destroyed or damaged are rebuilt, repaired or replaced. It is understood and agreed by the parties hereto that the City is under no obligation to rebuild, repair or replace the Concession in such event. However, in the event the City elects not to rebuild, repair or replace, the Concessionaire may terminate this Agreement. In the event such damage or destruction is less substantial so that the remainder of the premises is economically operable, operation shall continue to the extent practical while restoration is under way. Concession fee will be prorated upon a partial or complete shutdown.
- 4.14 City shall not be liable for any loss or damage suffered by the Concessionaire arising out of the interruption or cessation of this Agreement or for any loss suffered by the Concessionaire in the performance of its obligations under this Agreement, resulting from any strike or other work stoppage, breakdown or failure of apparatus, equipment, machinery employed in the operation of the Concession or the building, any temporary stoppage for repairing, improvement or replacement thereof, any order or act of any official or agency of local, state or federal government, or any act or condition beyond its control. However, in the event the Concessionaire is forced to suspend operations hereunder for a period of six months or longer due to a declared national emergency or declaration of war or any act of the City, then this Agreement shall ipso facto terminate.
- 4.15 Concessionaire agrees to indemnify the City from, and to assume all liability for, the payment of taxes or assessments of any kind whatever that by law shall or may be levied on the premises occupied by Concessionaire or arising out of the operation of Concessionaire's business or by reason of concessionaire's occupancy of the Concession Stand.
- 4.16 The City shall have the right to terminate and rescind this contract in its entirety or in part at the option of the City immediately upon the happening of any of the following events:
 - 4.16.1 Filing by concessionaire of a Voluntary Petition in Bankruptcy.
 - 4.16.2 The commission by the Concessionaire of any acts which constitutes an act of bankruptcy.
 - 4.16.3 The occurrence of any act which operates to deprive the Concessionaire of the rights, powers and privileges necessary for the proper conduct and operation of the Concession described in this Agreement.

- 4.16.4 The abandonment or discontinuance of the operation of the Concession described in this Agreement.
 - 4.16.5 The failure of the Concessionaire to correct, within ten (10) days from the date he/she receives notice from the City, any alleged breach or default by Concessionaire of any of the terms, covenants, and conditions hereunder.
 - 4.16.6 The falsification by Concessionaire of its application, proposal, or any reports or documents received to be kept or submitted under this Agreement.
 - 4.16.7 The indictment of Concessionaire or its Executive Officers for a felony.
 - 4.16.8 Misrepresentations of products for sale, or unfair sales practices.
 - 4.16.9 Discrimination against any employee or other person on account of race, color, sex, religious creed, ancestry, age or national origin.
- 4.17 It is further agreed that if the Concessionaire shall become insolvent, make any assignment for the benefit of creditors or otherwise commit any act of bankruptcy, or file a voluntary Petition in Bankruptcy, or if any final judgment shall be entered against Concessionaire and remain unsatisfied for thirty (30) days, or an Involuntary Petition in Bankruptcy be filed against the Concessionaire, or make any attempt to delegate duties without the prior written consent of the City, all commission reserved to the full term of this Agreement shall become due and collectable immediately by distraint or otherwise and the real property occupied, if any, shall be immediately surrendered to the City.
- 4.18 This Agreement and the space herein authorized shall not be assigned, transferred, sub-contracted or otherwise disposed of without the written approval of the City.
- 4.19 It is understood and agreed that nothing herein contained is intended or shall be construed to in any way create or establish the relationship of copartners between the parties hereto, or as constituting Concessionaire the general representative or agent of the City for any purpose whatsoever.
- 4.20 This Agreement, including any attached exhibits and endorsements, constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. Concessionaire agrees that no representations or warranties expressed, implied, or otherwise have been made other than contained herein, nor shall any such warranties be binding upon the City unless expressed in writing herein.

5.0 SPORTS FACILITIES AND OPERATIONAL SPECIFICATIONS

The following information describes the attributes for each facility. As well as, additional operational requirements.

5.1 SOUTH COMMONS

South Commons concession consist of the following two locations: 1)The Stadium, and 2) The Round House.

5.1.1 The schedule for concession operation is as follows:

Spring Softball:

- Dates are mid-March – mid-July
- Game nights are Monday - Thursday
- Times needed to be open are 6:30 PM – 10:30 PM
- Both concession stands (roundhouse and stadium need to be open)

Fall Softball:

- Dates are Mid-August – October
- Game nights are Tuesday and Thursday; Rainouts are scheduled for Monday nights
- Times needed to be open are 6:30PM – 10:30PM
- Both concession stands (roundhouse and stadium need to be open)

Tournaments:

- Season for weekend tournaments is NFCA (last weekend in February) – GHSA (last weekend in October)
- Both concession stands (roundhouse and stadium need to be open)
- Tournaments vary by weekend on usage of Complex; most tournaments are Friday and Saturday, but occasionally there will be a tournament that starts on Thursday or ends on Sunday
- Hours will vary depending on times of tournament events.

5.1.2 The following equipment is available, at the stated locations for South Common, to be utilized by the Concessionaire:

A. Softball Stadium

- One (1) Series 1300 large ice maker
- One (1) Continental freezer table
- Two (2) 6ft steel prep tables
- One (1) Wyott 3' griddle fryer
- One (1) Halo Heat warmer
- One (1) 2-door commercial refrigerator by True
- Two (2) Coca Cola cooler
- One (1) 3-basin sink
- One (1) Hand wash sink
- Two (2) Steel storage rack
- One (1) Chest freezer
- Two (2) Coca Cola dispenser
- Three (3) Nacho/chili warmer

B. Softball Roundhouse

- One (1) Coca Cola cooler
- Two (2) Steel storage racks
- One (1) 3' steel prep table
- One (1) Large ice machine
- Two (2) Coca Cola dispensers
- Two (2) Dasani coolers
- One (1) 8' prep table

- Two (2) 4' prep table
- One (1) Wyott griddle fryer
- One (1) Imperial deep fryer
- One (1) Warming box
- One (1) Heat lamp
- Two (2) Nacho/chili warmer
- One (1) M3 2 door refrigerator
- ONE (1) McCall single door freezer
- One (1) 3-basin sink
- One (1) Hand wash sink

5.2. **MEMORIAL STADIUM**

Memorial Stadium concession consist of the following two locations: 1)Visitor's Side, and 2) Home Side.

- 5.2.1 Memorial Stadium has events of a special nature scheduled by the Parks and Recreation Department. The awarded vendor will be given the list of events as they are scheduled.
- 5.2.2 Memorial Stadium also has High School and College Football games that are held at the site here. Concession services will be needed for all games and events scheduled at the facility.
- 5.2.3 Hours will vary depending on times of tournament events.
- 5.2.4 Fees will be based on a percentage of the gross sales per event at Memorial Stadium. Vendors shall submit a proposed percentage with their proposal submission.
- 5.2.5 The following equipment is available, at the stated locations for Memorial Stadium, to be utilized by the Concessionaire:

A. Memorial Stadium (Visitor's side)

- Three (3) Coca Cola dispensers
- Two (2) coke coolers
- One (1) Metro flavor view C175 warmer
- One (1) 4' steel prep table
- One (1) 3 basin sink
- One (1) Hand wash sink
- One (1) 2' chopping block table

B. Memorial Stadium (Home side)

- Three (3) Coca Cola dispensers
- Two (2) coke cooler
- One (1) Rolling warming cabinet
- One (1) 3 basin sink
- One (1) hand wash sink
- Two (2) Steel storage racks

5.3. **GOLDEN PARK**

Golden Park concession consist of the following three locations: 1)Concession #1 – First Base Side; 2)Concession #2; and 3) Concession #3

- 5.3.1 Golden Park has events of a special nature scheduled by the Parks and Recreation Department. The awarded vendor will be given the list of events as they are scheduled.
- 5.3.2 Hours will vary depending on times of tournament events.
- 5.3.3 Fees will be based on a percentage of the gross sales per event at Golden Park. Vendors shall submit a proposed percentage with their proposal submission.
- 5.3.4 The following equipment is available, at the stated locations for Golden Park, to be utilized by the Concessionaire:

A. Concession #1 - First Base Side

- One (1) Walk in freezer
- One (1) Small hand washing sink
- One (1) 8ft stainless steel table
- One (1) 6ft stainless steel table
- One (1) heat lamp
- One (1) Large ice bin (ice maker has been removed)
- Three (3) Separate serving bays
- Two (2) Fryers
- Eight (8) Warming drawers
- One (1) Cooler

B. Concession #2

- One (1) large serving bay
- One (1) 5ft stainless work table
- One (1) Pitco Frialator
- Two (2) Burner Stoves
- Three (3) Burner TEC gas grill
- One (1) Sunfire toasting oven
- One (1) Walk in freezer
- One (1) Handwashing sink
- One (1) 14ft stainless work table with sink
- One (1) 3 sink basin
- One (1) large capacity ice maker
- One (1) steel storage rack

C. Concession #3

- One (1) Walk in freezer
- One (1) Handwashing sink
- Six (6) Steel storage shelves
- Four (4) Bread racks
- One (1) Cooler table
- One (1) large ice maker
- One (1) 5ft steel table with sink
- Three (3) Separate serving bays
- Four (4) Warming drawers
- One (1) Deep fryer

- 5.4 The Menu for the various Concessions shall consist, minimally, of the following items:

Hotdogs	Hamburgers
Chips	Drinks
Popcorn	Candy

The Concessionaire may provide other similar foodstuffs at the Concessions

- 5.5 Concessionaire shall have the right to operate, manage and maintain all of the properties and facilities according to the terms and conditions herein during the period of the Agreement and to sale merchandise and provide services ordinarily dealt in at facilities of this kind. Concessionaire agrees that at termination of this Agreement, by expiration, or otherwise, to return the Concession to the City in a condition of first-class maintenance.
- 5.6 Concessionaire agrees to render courteous, efficient service to the public.
- 5.7 Concessionaire agrees to keep the Concession in a clean, sanitary and presentable condition at all times and to comply with all laws, rules, regulations, and orders of the City and other Governmental bodies, now in effect or hereinafter enacted, adopted or promulgated.
- 5.8 Concessionaire has examined and knows the condition of the premises and equipment, and has received the same in reasonable good repair, and further agrees that no misrepresentations as to the condition thereof have been made by the City prior to, or at the execution of this Agreement.
- 5.9 Concessionaire shall have the right to use the said premises only for the described purposes and only in keeping with purposes reasonably necessary to carry out the terms of this Agreement. Any deviation from said intent, or conflict with or between any provisions of this Agreement shall require the City's actions and written direction for correction. The City will not permit any signs or placards to be placed on the outside walls of structures, except by written consent or directive of the City.
- 5.10 Concessionaire agrees not to make any alterations, deletions, or additions, in or to premises without prior written approval of the City. In addition, Concessionaire agrees not to deface or mutilate the walls, floors, ceilings, equipment or other parts of the Concession in any manner, nor to permit any practice or acts injurious to the building, or which may affect the insurance on the building, or which may be contrary to law.
- 5.11 Concessionaire agrees that all permanent improvements to the Concession become the property of the City unless otherwise specified herein.
- 5.12 The City shall be responsible for major building maintenance. Concessionaire shall be responsible for all other maintenance to the Concession Stand including maintaining all equipment and property therein in good repair at Concessionaire's own expense. In addition, Concessionaire shall be responsible for any repairs to equipment, building, and all other parts of the City property resulting from any act of negligence, or lack of due care on the part of Concessionaire, its employees or its customers.
- 5.13 The City will cooperate with the Concessionaire in scheduling all its maintenance activities. Concessionaire understands and agrees that there are times the City may have to perform required maintenance during Concessionaire's business operations and that the City will perform such maintenance with the least inconvenience and interruption of Concessionaire's business.

- 5.14 Concessionaire agrees to periodic maintenance inspections of said premises with City's representatives. Concessionaire understands that the City expects Concessionaire's maintenance to be first-class. Concessionaire agrees to correct any defects found within a reasonable amount of time, but in no event more than ten (10) days.
- 5.15 Concessionaire agrees to employ only competent and orderly employees who will keep themselves neat and clean and accord courtesies and competent treatment and service to all guests and patrons. Concessionaire shall provide matching uniforms to be worn by persons working on the leased premises and shall be of such type as are ordinarily worn by employees doing like work in similar places of business.
- 5.16 Concessionaire employees shall provide excellent customer service to patrons. This is a mandatory requirement. Any incidences of discourtesy to patrons, which are not resolved, must be addressed by the Concessionaire and corrected to the satisfaction of the City and the affected patron(s).
- 5.17 Concessionaire shall comply with all Federal, State and local laws regarding obscenity. Violation of this provision shall be deemed to be a material breach of this Agreement.
- 5.18 Concessionaire may store its equipment on or in the premises during non-operating periods, provided this Agreement is not terminated. If Concessionaire should store its equipment on the leased premises, it is fully and mutually understood that said storage shall be at the Concessionaire's sole risk; that the City shall assume no obligation or responsibility for safeguarding Concessionaire's equipment from acts of vandalism, loss, fire, theft, damage or Acts of God.
- 5.19 Concessionaire agrees to remove all personal property from the premises at the termination of this Agreement. Any property not removed within fifteen (15) days after the Agreement is terminated, shall be considered as abandoned and the City may dispose of same without being accountable to Concessionaire. This time limit may be waived, in writing, at the City's discretion.
- 5.20 Concessionaire agrees, upon termination of this Agreement, to return the Concession to the City in good condition, non-negligent accidental loss or damage and ordinary wear and tear accepted. Dirt is not considered ordinary wear and tear. Also, upon termination of this Agreement, the following condition shall be complied with before Concessionaire will be released from its obligation as stipulated in the agreement:
- 5.20.1 All debris, rubbish and discarded items must be removed from premises.
- 5.20.2 The entire premises and facilities therein must be clean.
- 5.20.3 The Concession and equipment will be inspected by the City and approved according to statement of conditions and premises.
- 5.21 The City shall not be responsible for the maintenance of access to the Concession during inclement weather.
- 5.22 The City will not be responsible for providing water to the premises during freezing weather or during times when there is danger of freezing of the plumbing system.

5.23 The City shall be responsible for providing extermination service to the Concession.

5.24 Concessionaire recognizes, understands and will in all reasonable manner and ways, with the City's consent, cause improvements that will only enhance the physical attributes of the Concession, as well as, the contemplated public service, accommodations and use of the site to its benefit and the community in general. Contemplated construction, renovations, alterations, operations, and maintenance shall be conducted with effective concern and practices as to prevent and protect the Concessions and the City Building from any adverse environmental impacts, and shall be done in accordance with City Fire and Building Codes.

5.25 The City and Concessionaire agree that by mutual consent, this Agreement may be changed or amended from time to time, in writing, as may be required to protect the Concession or City's other properties, or to add to the comfort and convenience of Concessionaire's operations.

6.0 FEE/INVOICES AND REPORTS

In return for the right to operate the above-mentioned Concessions, the Concessionaire agrees to the following rental payments:

6.1 SOUTH COMMONS

6.1.1 Spring Softball

A. A flat rental fee of \$500.00, per month, during Spring softball season.

B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stands during the Spring season when games are being played.

6.1.2 Fall Softball

A. A flat fee of \$250, per month, during the Fall softball season.

B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stands during the Fall season when games are being played.

6.1.3 Tournaments

A. Tournament rental fees will be based on a percentage of the gross sales per tournament. Vendors shall submit a proposed percentage with their proposal submission.

B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stands during tournaments.

6.2 MEMORIAL STADIUM

6.2.1 Fees will be based on a percentage of the gross sales at Memorial Stadium. Offerors shall submit a proposed percentage with their proposal submission.

6.2.2 A \$200.00 fine shall be assessed for failure to open the concession for an event.

6.3 GOLDEN PARK/MEMORIAL STADIUM

6.3.1 Fees will be based on a percentage of the gross sales at Golden Park. Offerors shall submit a proposed percentage with their proposal submission.

- 6.3.2 A \$200.00 fine shall be assessed for failure to open the concession for an event.
- 6.4 Monthly payments shall commence on the first contract month the concessionaire occupies the concession, and will be pro-rated if the contract month begins in the middle of a month.
- 6.5 The monthly payment shall be paid to the City by the 10th of each month.
- 6.6 The monthly payment shall be paid as follows:

Make checks payable to: "Columbus Consolidated Government"

Mail to: Becky Glisson, Parks and Recreation Finance Manager
Columbus Consolidated Government
P.O. Box 1340
Columbus, Georgia 31902-1340

7.0 AUDITS

- 7.1 The Concessionaire 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 Concessionaire shall retain these for a period of not less than fifteen months after incurred, paid or made.
- 7.2 Columbus Consolidated Government's internal auditor or designees shall have the right to inspect and audit the vendor's books and records of Concessionaire at all reasonable times during business hours.
- 7.3 The City, or its duly authorized agents or representatives, shall have the right to observe any transaction or transactions between the Concessionaire and the public during the dispensing of foods or drinks or other items for the purpose of determining the quality and quantities of said foods, drinks and services provided.
- 7.4 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 Concessionaire'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.

8.0 INDEMNIFICATION AND INSURANCE

- 8.1 Concessionaire shall indemnify and save harmless Columbus Consolidated Government (the City) against and from any and all claims, demands, actions, causes of actions, suits and all other liabilities whatsoever, including court costs and attorney's fees on account of, or by reason of, or growing out of personal injuries or death to any person, including Concessionaire or its employees, or property damage suffered by any person, including Concessionaire and its employees, whether the same results from the actual or alleged negligence of the City's agents and/or employees or otherwise, it being the intent of this provision to absolve and protect the City from any and all loss by reason of the premises or anything related in any way whatsoever to the Agreement. Concessionaire shall supply evidence of insurance satisfactory to the City covering the liabilities and indemnification required by this Agreement.

8.2 The Concessionaire agrees to hereby remise, release and discharge the City, its elected and appointed Officials, Agents, Employees or Representatives from any liability whatsoever hereinafter arising from loss or damage caused by fire or other casualty for which insurance (permitting Waiver of Liability and containing a Waiver of Subrogation) is carried by the Concessionaire at the time of such loss or damage to the extent of any recovery under such insurance.

8.3 **INSURANCE REQUIREMENTS**

The vendor 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. **Certificate of Insurance is acceptable.**

Insurance requirements are listed on the attached **Insurance Checklist (Attachment B)**. **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 proposal 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.

8.4 All premiums shall be at the expense of the Concessionaire.

8.5 All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, Concessionaire shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal and also identifying the City as an additional insured, to be forwarded to the City.

8.6 The City at its mutual discretion may modify or waive any of the foregoing insurance requirements.

9.0 GENERAL LEGAL REQUIREMENTS

9.1 Concessionaire agrees not to assign this Agreement in whole or in part, or sub-contract any part of the Concession Stand without first obtaining the written consent of the City, and in the event the City consents to any such assignment or sub-contract, the concessionaire shall remain primarily liable for the payment of all concession fees and other conditions herein provided, unless expressly otherwise provided for in the written consent of the City. No assignment or sub-contracting made by the Concessionaire without consent hereinbefore provided for shall vest any right or interest whatsoever in the assignee or sub-contractor in or to the premises.

9.2 If the Concessionaire requires the use of or desires to use any patented or registered design device, material, process, mark, name, or slogan, he shall provide for such use in an approved

manner by making the proper agreement with the patentee, owner or lessee of such design, device, material, process, mark, name or slogan for such use. Such Agreement shall be subject to approval by the City and a copy shall be supplied to the City. If the Concessionaire shall fail or neglect to make such Agreement, then the Concessionaire and its Surety shall protect, defend, and save harmless the City against any and all claims for damage or otherwise by reason of infringement of such patented or registered design, device, material, process, mark, name, or slogan and shall indemnify the City for any loss it may sustain due to such infringement.

- 9.3 Concessionaire shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations, which are or should be applicable to any work performed under this Agreement.
- 9.4 Concessionaire agrees to use his best efforts to maintain order among the customers of the concessionaire. Concessionaire agrees to bring to the attention of the City any violations by concessionaire's patrons of the laws and regulations of the City committed while patrons are at the concession.
- 9.5 It is hereby fully and mutually understood and agreed that no rights are granted in this Agreement which shall in any way be so construed as to impair the powers, privileges, or duties of the City or its representatives in the execution of the laws of the City now in force, or hereinafter enacted or adopted with reference to the commonwealth for the protection, maintenance, utilization, or development of the City Building and the Concession.
- 9.6 Concessionaire shall at all times hereinafter states, indemnify and save harmless the City from and against any and all detriment, damage, loss, claims, demands, suits, and expense not herein expressly provided for which the City may suffer, sustain or be subjected to, directly or indirectly, by reason of the operation or management of Concessionaire's business or exercise of any of the provisions herein.
- 9.7 The City shall not be liable for any loss or damage suffered by Concessionaire arising out of the interruption or cessation of this Agreement, or for any loss suffered by the Concessionaire in the performance of its obligations under this Agreement.
- 9.8 Failure of either party to exercise their respective rights under the terms of this Agreement on any one occasion shall not be construed as a waiver on any subsequent occasion. No provisions of this Agreement shall be waived or altered except by writing, endorsed hereon, or attached hereto.
- 9.9 No elected or appointed official, director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to Concessionaire under any term or provision of this Agreement or because of any breach hereof, or because of its or their execution, approval, or attempted execution of this Agreement.
- 9.10 Concessionaire shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or applicable provisions of the Official Code of Columbus Consolidated Government. Concessionaire shall also comply with the amendments hereto. Concessionaire shall also comply with the applicable provisions of the Americans with Disabilities Acts, any amendments thereto and any regulations issued thereunder. Concessionaire shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

9.11 Concessionaire warrants that it is not prohibited from entering into this Agreement.

10.0 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT – E-Verify

In accordance with the Georgia Security and Immigration Compliance Act , 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. **Attachment D** must be completed and returned with proposal.

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

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. **An authorized agent of the firm must sign the transmittal letter.**

Section 2: Addenda Acknowledgement

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

Section 3: Experience/Qualifications

- A. Address in detail the firm's ability and experience providing the required services.
- B. Provide resumes of key personnel who will be assigned to the contract, to include: the management staff, cooks, etc.
- C. Discuss in detail the resources of the firm:
 - Support staff
 - Equipment
 - Suppliers
 - Other information deemed necessary to describe the firm's resources.
- D. Describe the proposed uniform of the staff.

Section 4: Client Work History

Provide at least five (3) clients for whom the offeror has provided similar services as described in this RFP. Include entity name, contact name, email address, phone number and fax number.

Section 5: Service Plan

Provide the following:

- A. Menu items with proposed costs
-Include descriptions of items, sizes etc...
- B. Provide a written narrative that demonstrates the method or manner in which the offeror will handle a scheduled event.

Section 6: Business Requirements

- A. Health Inspection Records
- B. Complete the Contract Signature Page (Attachment A)
- C. Provide copy of Insurance (Attachment B)
- D. Provide copy of W-9 (Attachment C)
- E. Georgia Security and Immigration Compliance Act/E-Verify (Attachment D)
- F. Provide copy of Business License

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

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

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

Section 7: Fee Proposal

Offerors shall propose a percentage of the gross sales, per Tournament, for the concession rental fee during Tournaments.

12.0 RFP EVALUATION

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

Criteria	Weight
A. Experience/Qualifications	30%
B. References	15%

C. Service Plan	45%
D. Fee Proposal	10%

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

RATING	
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. Proponents will be ranked in descending order of numerical predominance.

ATTACHMENT A

**CONTRACT SIGNATURE PAGE
CONCESSIONAIRE SERVICES
FOR PARKS AND RECREATION SPORTS FACILITIES
(ANNUAL CONTRACT)**

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

Date: _____

By: _____

Signature of Authorized Representative

Witness as to the Contractor

Print Name and Title of Signatory

Witness as to the Contractor

Business Name

(Corporate Seal)

Business Address

Tax ID Number

Telephone Number

Fax Number

Email Address

**CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA**

Accepted this ___ day of _____ 2014

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Tiny B. Washington, Clerk of Council

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

ATTACHMENT B

INSURANCE CHECKLIST

RFP NO: 14- 0009

CONCESSIONAIRE SERVICES FOR PARKS AND RECREATION SPORTS FACILITIES (ANNUAL CONTRACT)

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

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

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	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	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	

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

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

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____

AGENTS NAME: _____

SIGNATURE of AGENT: _____

BIDDER'S STATEMENT:

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

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

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.

ATTACHMENT C

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific
Instructions on
page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	

Employer identification number	

Part II Certification
Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cal. No. 10231X

Form **W-9** (Rev. 12-2011)

ATTACHMENT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE

and

House Bill 87, also known as,

The Illegal Immigration Reform and Enforcement Act of 2011

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

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

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

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

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

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

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

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

(Name Of Contractor)

on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

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

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

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

(Name of Contractor)

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

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

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT C

Chester's Barbeque

Proposal



Re: Pre-Notification Letter
trentonchester
to:
KRobertson
02/26/2014 11:37 AM
Hide Details
From: trentonchester@aol.com
To: KRobertson@columbusga.org,

Hello, Thank you and Parks & Recreation for this opportunity. I will contact Becky Glisson for further details on this weekend event.

V/R,
Trenton Chester

-----Original Message-----

From: Kevin Robertson <KRobertson@columbusga.org>
To: trentonchester <trentonchester@aol.com>
Sent: Wed, Feb 26, 2014 9:20 am
Subject: Pre-Notification Letter

Please see attached document below.

**AS CONFIRMATION OF RECEIPT OF THIS EMAIL, PLEASE REPLY BACK WITH AN EMAIL TO
KROBERTSON@COLUMBUSGA**



KEVIN R. ROBERTSON
Purchasing Division, Buyer 1
Direct No. (706) 225 - 3070
Dept. No. (706) 653 - 4105
Fax No. (706) 653 - 4109

(See attached file: 20140226085542486.pdf)

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

February 25, 2014

Trenton Chester
Chester's Barbeque
547 Veteran's Pkwy
Columbus, GA 31901

Re: Concessionaire Services for Parks and Recreation Sports Facilities (Annual Contract)
RFP No. 14-0009

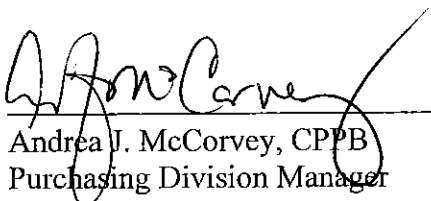
Dear Mr. Chester:

Officially, on Tuesday, February 25, 2014, Columbus City Council approved a resolution authorizing the contract with Chester's Barbeque to provide Concessionaire Services for Parks and Recreation Sports Facilities.

It will take the City approximately 3-5 business days to complete the contract routing process. However, services need to begin as soon as possible on this contract due to a major tournament scheduled this weekend. Therefore, this letter serves as your notification to proceed with the services. Upon receipt of this letter, please immediately contact Becky Glisson, Parks & Recreation Finance Manager, for additional information to prepare for the upcoming tournament. Becky Glisson is available at (706) 225-4643 or bglisson@columbusga.org.

If you have questions regarding this issue, please contact Buyer, Kevin Robertson at (706) 225-3070 or e-mail krobertson@columbusga.org. Thank you for your cooperation.

Sincerely,


Andrea J. McCorvey, CPPB
Purchasing Division Manager

C: Becky C. Glisson, Columbus Parks & Recreation Finance Manager
James D. Worsley, PhD, CPRE, CTRS,



February 17, 2014

Kevin Robertson
Columbus Consolidated Government
Purchasing Division
100 Tenth Street, P.O. Box 1340
Columbus, GA 31902-1340

RE: Concessionaire Services for Parks and Recreation Sports Facilities (Annual Contract)
RFP No. 14-0009

Dear Mr. Robertson,

Thank you for your letter in response to Chester's Barbeque proposal submission for the above referenced RFP. As you requested, please see the below responses to your questions in an effort to complete the evaluation process:

1. I confirm that Chester's Barbeque is aware and fully understands the Concessionaire Services are for Special Events in addition to League games four nights a week at South Commons. Chester's has the experience and resources including quality equipment, and sufficient staff to handle the catering frequency for both special events and league games. We will have sufficient food and assigned staff available for Concessionaire services at each event.
2. Chester's Barbeque understands that for game days we may be contacted one to two days prior to League Events. We confirm our ability to efficiently handle catering events with this amount of notice.
3. Please see the separate attachment including menu with a variety of food items for catering services required by the Sports Council for the hospitality suite.

Please do not hesitate to contact me again should you need any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Trenton Chester". The signature is written in black ink and is positioned above the printed name.

Trenton Chester, Owner



**547 Veteran's Parkway
Columbus, Georgia 31901
(706) 320-1230**

Catering Menu

Meats

Ribs
Boston Butt (Pork)
Chicken
Hamburger
Hot Dogs
Brunswick stew
Liver
Fried Pork Chops
Neck bones
Fried Chicken
Turkey
Meat Loaf
Fish
Finger Sandwiches
Chicken Fingers
Chicken salad/Tuna croissants
Hot wings

Sides

Baked Beans
Collards
Macaroni and Cheese
Potato Salad
Butter Peas
Dressing
Cabbage
Turnips
Black eye Peas
Rice and Gravy
Fries
Yams
Squash and onions
Mashed Potatoes
Fried Okra
Salads

Green Beans
Corn
Corn on the Cob
Field Peas
Lima Beans
Slaw
Sauce

Breads: White Bread Rolls Corn Bread

Desserts: Sweet potato pie Pecan Pie Butter Milk Pie Banana Pudding Cake

Drinks: Tea Lemonade Water

Cups Plates Forks Napkins Condiments (mustard, Ketchup, Lettuce, Tomato, Etc.)



Concessionaire Services for Parks and Recreation Sports Facilities

Kevin Robertson to: trentonchester

02/13/2014 03:04 PM

Please see attached document below.



- 20140213143354733.pdf

**AS CONFIRMATION OF RECEIPT OF THIS EMAIL, PLEASE REPLY BACK WITH AN EMAIL
TO KROBERTSON@COLUMBUSGA**

 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4735
 CONNECTION TEL 97062210014
 SUBADDRESS
 CONNECTION ID
 ST. TIME 02/13 15:47
 USAGE T 00'40
 PGS. 1
 RESULT OK

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
www.columbusga.org

February 13, 2014

Chester's Barbeque
 Attn: Trenton Chester
 547 Veterans Parkway
 Columbus, GA 31901

(706) 221-0014

RE: Concessionaire Services for Parks and Recreation Sports Facilities (Annual Contract)
RFP No. 14-0009

Dear Mr. Chester,

Thank you for submitting a proposal for the above referenced RFP. The evaluation process is incomplete due to some additional information requested by the Evaluation Committee. Please respond to the following:

1. Confirm that Chester's Barbeque understands that these Concessionaire Services are for ***Special Events*** and ***League Games, four nights a week***, at South Commons; and not just not for special events only. (*See Section 5.1 of page 15 of 35 pages of the Request for Proposal – RFP No. 14-0009*)
2. Confirm Chester's Barbeque understands that league game day notices may be between one to two days.
3. The Sports Council is a partner of Parks and Recreation Department. During some events, the Sports Council will require catering services for the hospitality suite. Therefore, please provide a catering menu with various food selections, in addition to barbeque. The Sports Council will pay for these catering services.

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
www.columbusga.org

February 13, 2014

Chester's Barbeque
Attn: Trenton Chester
547 Veterans Parkway
Columbus, GA 31901

(706) 221-0014

RE: Concessionaire Services for Parks and Recreation Sports Facilities (Annual Contract)
RFP No. 14-0009

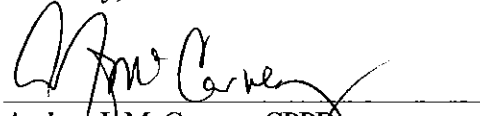
Dear Mr. Chester,

Thank you for submitting a proposal for the above referenced RFP. The evaluation process is incomplete due to some additional information requested by the Evaluation Committee. Please respond to the following:

1. Confirm that Chester's Barbeque understands that these Concessionaire Services are for Special Events and League Games, four nights a week, at South Commons; and not just not for special events only. (See Section 5.1 of page 15 of 35 pages of the Request for Proposal – RFP No. 14-0009)
2. Confirm Chester's Barbeque understands that league game day notices may be between one to two days.
3. The Sports Council is a partner of Parks and Recreation Department. During some events, the Sports Council will require catering services for the hospitality suite. Therefore, please provide a catering menu with various food selections, in addition to barbeque. The Sports Council will pay for these catering services.


Please forward your response to the Purchasing Division by 9:00 a.m. Monday, February 17, 2014. You may fax (706.653.4109) or email krobertson@columbusga.org your response to Kevin Robertson.

Sincerely,



Andrea J. McCorvey, CPPB
Purchasing Division Manager



Re: Chester's BBQ projected Menu 
Andrea McCorvey to: trentonchester
Cc: krobertson, LTurner

10/03/2014 04:36 PM

2 attachments



Breakfast_Menu-1.docx daily_menu.docx

Thank you Mr. Chester. We will proceed to place the award recommendation on the October 14th Agenda.

Andrea McCorvey
Purchasing Manager

From: trentonchester@aol.com
To: AMcCorvey@columbusga.org,
Cc: krobertson@columbusga.org, LTurner@columbusga.org
Date: 10/03/2014 03:58 PM
Subject: Re: Chester's BBQ projected Menu

Yes, all food and beverage items will be discounted for all city employees. A Meal without the drink will be \$5.80.

Trenton Chester

-----Original Message-----

From: AMcCorvey <AMcCorvey@columbusga.org>
To: trentonchester <trentonchester@aol.com>
Cc: krobertson <krobertson@columbusga.org>; LTurner <LTurner@columbusga.org>
Sent: Fri, Oct 3, 2014 3:20 pm
Subject: Re: Chester's BBQ projected Menu

Mr. Chester...

Thanks for the responding and addressing the concerns. Please review the following clarifications:

1. What would be the cost of the Lunch meal combo without the drink?
2. You have indicated the Employee discount for specific items. However, the Employee discount is applicable to all food and beverage purchased by City employees. Please confirm that Chester's will offer the Employee discount on all food and beverages.

Thanks
Andrea McCorvey
Purchasing Manager

From: trentonchester@aol.com
To: AMcCorvey@columbusga.org,
Cc: krobotson@columbusga.org, LTurner@columbusga.org
Date: 10/03/2014 02:44 PM
Subject: Re: Chester's BBQ projected Menu

Trenton Chester

-----Original Message-----

From: AMcCorvey <AMcCorvey@columbusga.org>
To: trentonchester <trentonchester@aol.com>
Cc: krobotson <krobotson@columbusga.org>; LTurner <LTurner@columbusga.org>
Sent: Fri, Oct 3, 2014 1:12 pm
Subject: Re: Chester's BBQ projected Menu

Mr. Chester:

Thank you for your prompt response. The menu looks good and is comparable to the type of menu the patrons would expect. We do have the following observations/suggestions/questions:

Breakfast: 1)The menu should include Turkey Bacon and Turkey Sausage
2) Pricing for Fruit, Donuts, Pastries, Cereal is not listed

Lunch: 1)Baked Chicken should be offered, as an alternate, whenever you have Fried Chicken on the menu
2)Need to provide a Vegetable Plate
3)Do the lunch meal prices include the drink?
4)No bread is listed on the lunch menu
5) If you offer bread, would it be included in the cost of the lunch meals?

Ala Carte: 1)Need pricing for Salad
2)Consider adding: Grilled Cheese, Soup and Chilli

Pricing for drinks is not listed.

Additionally, since you will have no facility overhead cost and you are not being charged rent, please consider lowering the prices on the Lunch meals.

Please respond to the concerns above as soon as possible.

Thanks for your cooperation
Andrea McCorvey
Purchasing Manager

From: trentonchester@aol.com
To: krobertson@columbusga.org,
Cc: amccorvey@columbusga.org
Date: 10/03/2014 08:43 AM
Subject: Chester's BBQ projected Menu

Hello, I have attached a projected Menu with the prices. Lets us know if you have any questions or concerns.

Thanks!
Trenton Chester



Re: Chester's BBQ projected Menu

trentonchester

to:

AMcCorvey

10/03/2014 03:58 PM

Cc:

krobertson, LTurner

Hide Details

From: trentonchester@aol.com

To: AMcCorvey@columbusga.org,

Cc: krobertson@columbusga.org, LTurner@columbusga.org

2 Attachments



Breakfast_Menu-1.docx daily_menu.docx

Yes, all food and beverage items will be discounted for all city employees. A Meal without the drink will be \$5.80.

Trenton Chester

-----Original Message-----

From: AMcCorvey <AMcCorvey@columbusga.org>

To: trentonchester <trentonchester@aol.com>

Cc: krobertson <krobertson@columbusga.org>; LTurner <LTurner@columbusga.org>

Sent: Fri, Oct 3, 2014 3:20 pm

Subject: Re: Chester's BBQ projected Menu

Mr. Chester...

Thanks for the responding and addressing the concerns. Please review the following clarifications:

1. What would be the cost of the Lunch meal combo without the drink?
2. You have indicated the Employee discount for specific items. However, the Employee discount is applicable to all food and beverage purchased by City employees. Please confirm that Chester's will offer the Employee discount on all food and beverages.

Thanks

Andrea McCorvey

Purchasing Manager

From: trentonchester@aol.com

To: AMcCorvey@columbusga.org,

Cc: krobertson@columbusga.org, LTurner@columbusga.org

Date: 10/03/2014 02:44 PM

Subject: Re: Chester's BBQ projected Menu

Trenton Chester

-----Original Message-----

From: AMcCorvey <AMcCorvey@columbusga.org>

To: trentonchester <trentonchester@aol.com>

Cc: kroberson <kroberson@columbusga.org>; LTurner <LTurner@columbusga.org>

Sent: Fri, Oct 3, 2014 1:12 pm

Subject: Re: Chester's BBQ projected Menu

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Pricing for drinks is not listed.

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Thanks for your cooperation
Andrea McCorvey
Purchasing Manager

From: trentonchester@aol.com
To: kroberson@columbusga.org,
Cc: amccorvey@columbusga.org
Date: 10/03/2014 08:43 AM
Subject: Chester's BBQ projected Menu

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Thanks!
Trenton Chester



Re: Chester's BBQ projected Menu
 trentonchester
 to:
 AMcCorvey
 10/03/2014 03:58 PM
 Cc:
 krobertson, LTurner
 Hide Details
 From: trentonchester@aol.com
 To: AMcCorvey@columbusga.org,
 Cc: krobertson@columbusga.org, LTurner@columbusga.org

2 Attachments



Breakfast_Menu-1.docx daily_menu.docx

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Trenton Chester

-----Original Message-----

From: AMcCorvey <AMcCorvey@columbusga.org>
 To: trentonchester <trentonchester@aol.com>
 Cc: krobertson <krobertson@columbusga.org>; LTurner <LTurner@columbusga.org>
 Sent: Fri, Oct 3, 2014 3:20 pm
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Thanks for the responding and addressing the concerns. Please review the following clarifications:

1. What would be the cost of the Lunch meal combo without the drink?
2. You have indicated the Employee discount for specific items. However, the Employee discount is applicable to all food and beverage purchased by City employees. Please confirm that Chester's will offer the Employee discount on all food and beverages.

Thanks
 Andrea McCorvey
 Purchasing Manager

From: trentonchester@aol.com
 To: AMcCorvey@columbusga.org,
 Cc: krobertson@columbusga.org, LTurner@columbusga.org
 Date: 10/03/2014 02:44 PM
 Subject: Re: Chester's BBQ projected Menu

Trenton Chester

-----Original Message-----

From: AMcCorvey <AMcCorvey@columbusga.org>

To: trentonchester <trentonchester@aol.com>

Cc: krobertson <krobertson@columbusga.org>; LTurner <LTurner@columbusga.org>

Sent: Fri, Oct 3, 2014 1:12 pm

Subject: Re: Chester's BBQ projected Menu

Mr. Chester:

Thank you for your prompt response. The menu looks good and is comparable to the type of menu the patrons would expect. We do have the following observations/suggestions/questions:

Breakfast: 1)The menu should include Turkey Bacon and Turkey Sausage
2) Pricing for Fruit, Donuts, Pastries, Cereal is not listed

Lunch: 1)Baked Chicken should be offered, as an alternate, whenever you have Fried Chicken on the menu
2)Need to provide a Vegetable Plate
3)Do the lunch meal prices include the drink?
4)No bread is listed on the lunch menu
5) If you offer bread, would it be included in the cost of the lunch meals?

Ala Carte: 1)Need pricing for Salad
2)Consider adding: Grilled Cheese, Soup and Chilli

Pricing for drinks is not listed.

Additionally, since you will have no facility overhead cost and you are not being charged rent, please consider lowering the prices on the Lunch meals.

Please respond to the concerns above as soon as possible.

Thanks for your cooperation
Andrea McCorvey
Purchasing Manager

From: trentonchester@aol.com
To: krobertson@columbusga.org,
Cc: amccorvey@columbusga.org
Date: 10/03/2014 08:43 AM
Subject: Chester's BBQ projected Menu

Hello, I have attached a projected Menu with the prices. Lets us know if you have any questions or concerns.

Thanks!
Trenton Chester



Breakfast Menu

Grits, Eggs, Toast or Biscuit with your choice of meat

2 Salmon Pattie, 2 Sausage or Turkey Pattie, 1 Smoked Sausage Link,

3 PCs Bacon \$4.99 *with employee discount \$4.50*

Sausage Pattie (turkey or pork) Biscuit \$1.00 *w/ discount \$.90*

Smoked Sausage Link, Bacon or Salmon Biscuit \$2.00 *w/ discount \$1.80*

Add Egg \$.50 extra / Cheese \$.50 extra

Individual Items:

Hash brown \$1.00 *w/ discount \$.90*

Boiled Egg \$.30 *w/ discount \$.27*

Juice \$1.00 *w/ discount \$.90*

Milk \$.60 *w/ discount \$.54*

Coffee Sm- \$.60 *w/ discount \$.54*

Lg - \$1.00 *w/ discount .90*

Bowl of Grits or Oatmeal \$1.00 *w/ discount \$.90*

Salmon Pattie, Bacon, Sausage Pattie or Link \$1.25 *w/ discount 1.13*



Individual Fruit \$.50 w/ discount \$.45

Donuts \$.60 w/ discount \$.54

Pastries \$.75 w/ discount \$.68

Cereal \$1.00 w/ discount \$.90



Monday

Hamburger Steak	Green Beans	Whole Kernel Corn
Spaghetti	Rice & Gravy	Potato Salad
Black eye Peas	Fried Okra	Macaroni and Cheese
Lima Beans	Collards	White Bread
Mashed Potatoes	BBQ sandwich	Corn bread

Tuesday

Fried Pork Chops	Lima Beans	Green Beans	BBQ sandwich
Fried or Baked Chicken	Cabbage	Potato Salad	White bread
Smothered Pork Chop	Field Peas	Broccoli Rice Casserole	Corn Bread
Macaroni and Cheese	Mashed Potatoes	Broccoli	
Collards	Rice and Gravy	Fried Okra	

Wednesday

Baked Chicken	Cornbread Dressing	Potato Salad
Fried Chicken	Yams	Green Beans
Turnips	Lima Beans	White Bread
Collards	Squash	Corn bread
Macaroni and Cheese	BBQ sandwich	

Thursday

Meat Loaf	Mashed Potatoes	Green Beans
Fried or Baked Chicken	Fried Okra	Potato Salad
Collards	Macaroni and Cheese	Rice and Gravy
BBQ sandwich	White Bread	Corn Bread

Friday

Fish	Fries	Green Beans
BBQ Chicken	Cole Slaw	Potato Salad
Ribs	Macaroni and Cheese	Baked Beans
Boston Butt	Collards	Rice and Gravy
Hush Puppies	Mashed Potatoes	Fried Okra
BBQ sandwich	White Bread	Corn Bread

1 meat / 2 sides , bread, drink \$7.00

employee discount \$ 6.30

1 meat / 3 sides, bread, drink \$ \$8.00

employee discount \$7.20

Vegetable plate with bread (drink not included) \$4.99

Ala Carte

Hot Dogs \$2.00	with employee discount \$1.80
Chili Dogs \$2.50	with employee discount \$2.25
Hamburgers \$3.00	with employee discount \$2.70
Turkey Burgers \$4.00	with employee discount \$3.60
Chicken Sandwich \$3.00	with employee discount \$ 2.70
French Fries \$2.00	with employee discount \$ 1.80
Chipped Sandwiched \$4.00	with employee discount \$ 3.60
Chicken Tenders \$3.00	with employee discount \$ 2.70
Chicken Tenders with Fries \$5.00	with employee discount \$4.50
Cold Cut sandwiches \$3.00	with employee discount \$ 2.70
Salad (Garden/Chef) \$4.49	with employee discount \$4.05
Corn Dogs \$2.00	with employee discount \$ 1.80

Desserts \$2.50

employee discount \$2.25

Peach Cobbler

Cake (Caramel/ Lemon)

Sweet Potato Pie

Cream Cheese Pound Cake

Banana Pudding

Drinks

Tea \$1.25 with employee discount \$1.13

***The menu is subject to change without notice due to market conditions and the availability of food items. ***



Monday

Hamburger Steak	Green Beans	Whole Kernel Corn
Spaghetti	Rice & Gravy	Potato Salad
Black eye Peas	Fried Okra	Macaroni and Cheese
Lima Beans	Collards	White Bread
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Peach Cobbler

Cake (Caramel/ Lemon)

Sweet Potato Pie

Cream Cheese Pound Cake

Banana Pudding

Drinks

Tea \$1.25 with employee discount \$1.13

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Chester's BBQ projected Menu

trentonchester

to:

krobertson

10/03/2014 08:41 AM

Cc:

amccorvey

Hide Details

From: trentonchester@aol.com

To: krobertson@columbusga.org,

Cc: amccorvey@columbusga.org

History: This message has been forwarded.

2 Attachments



Breakfast Menu-1.docx daily menu.docx

Hello, I have attached a projected Menu with the prices. Lets us know if you have any questions or concerns.

Thanks!

Trenton Chester



Breakfast Menu

Grits, Eggs, Toast or Biscuit with your choice of meat

2 Salmon Patties, 2 Sausage Patties, 1 Smoked Sausage Link,

3 PCs Bacon \$4.99

Sausage Pattie Biscuit \$1.00

Smoked Sausage Link, Bacon, or Salmon Biscuit \$2.00

Add Egg \$.50 extra / Cheese \$.50 extra

Individual Items:

Hash brown \$1.00

Boiled Egg \$.30

Juice \$1.00

Milk \$.60

Coffee Sm- \$.60

Lg - \$1.00

Bowl of Grits or Oatmeal \$1.00

Salmon Pattie, Bacon, Sausage Pattie or Link \$1.25

Fruit, Donuts, Pastries, Cereal



Monday

Fried Chicken
Hamburger Steak
Spaghetti
Lima Beans
Mashed Potatoes

Green Beans
Rice & Gravy
Black eye Peas
Collards
BBQ sandwich

Whole Kernel Corn
Potato Salad
Fried Okra
Macaroni and Cheese

Tuesday

Fried Pork Chops
Fried Chicken
Smothered Pork Chop
Macaroni and Cheese
Collards

Lima Beans
Cabbage
Field Peas
Mashed Potatoes
Rice and Gravy

Green Beans BBQ sandwich
Potato Salad
Broccoli Rice Casserole
Broccoli
Fried Okra

Wednesday

Baked Chicken
Fried Chicken
Turnips
Collards
Macaroni and Cheese

Cornbread Dressing
Yams
Lima Beans
Squash
BBQ sandwich

Potato Salad
Green Beans

Thursday

Meat Loaf
Fried Chicken
Collards
BBQ sandwich

Mashed Potatoes
Fried Okra
Macaroni and Cheese

Green Beans
Potato Salad
Rice and Gravy

Friday

Fish
BBQ Chicken
Ribs
Boston Butt
Hush Puppies
BBQ sandwich

Fries
Cole Slaw
Macaroni and Cheese
Collards
Mashed Potatoes

Green Beans
Potato Salad
Baked Beans
Rice and Gravy
Fried Okra

1 meat / 2 sides \$7.00
1 meat / 3 sides \$8.00

employee discount \$ 6.30
employee discount \$7.20

Ala Carte

Hot Dogs \$2.00
Chili Dogs \$3.00
Hamburgers \$3.00
Turkey Burgers \$4.00
Chicken Sandwich \$3.00
French Fries \$2.00
Chipped Sandwiched \$4.00
Chicken Tenders \$3.00
Chicken Tenders with Fries \$5.00
Cold Cut sandwiches \$3.00
Salad (Garden/Chef)
Corn Dogs \$2.00

Desserts \$2.00-\$2.50

Peach Cobbler
Cake (Caramel/ Lemon)
Sweet Potato Pie
Cream Cheese Pound Cake
Banana Pudding

Drinks

Tea /lemonade

***The menu is subject to change without notice due to market conditions and the availability of food items. ***



Re: Fw: Chester's BBQ projected Menu 

Andrea McCorvey to: Liz Turner

Cc: Kevin Robertson

10/03/2014 09:53 AM

Liz:

Please review the attached menu from Chester's and respond back with your comments. Here are some observations from Kevin and I after we reviewed the menus:

Breakfast: The menu should include Turkey Bacon and Turkey Sausage
Need pricing for Fruit, Donuts, Pastries, Cereal

Lunch: Offer Baked Chicken more than one a week

Ala Carte: Need pricing for Salad
Consider adding: Grilled Cheese, Soup, Chilli

Pricing for the drinks is missing.

Thanks

Andrea

Kevin Robertson

See Chester's menu's below. ----- Forwarded by... 10/03/2014 09:38:00 AM

From: Kevin Robertson/Columbusga
To: Liz Turner/Columbusga@Columbusga,
Cc: Andrea McCorvey/Columbusga@Columbusga
Date: 10/03/2014 09:38 AM
Subject: Fw: Chester's BBQ projected Menu

See Chester's menu's below.

----- Forwarded by Kevin Robertson/Columbusga on 10/03/2014 09:36 AM -----

From: trentonchester@aol.com
To: krobertson@columbusga.org,
Cc: amccorvey@columbusga.org
Date: 10/03/2014 08:41 AM
Subject: Chester's BBQ projected Menu


Hello, I have attached a projected Menu with the prices. Lets us know if you have any questions or concerns.

Thanks!



Trenton Chester Breakfast Menu-1.docx daily menu.docx



Re: Chester's BBQ projected Menu 
Andrea McCorvey to: trentonchester
Cc: krobertson, Liz Turner

10/03/2014 01:10 PM

2 attachments



Breakfast Menu-1.docx daily menu.docx

Mr. Chester:

Thank you for your prompt response. The menu looks good and is comparable to the type of menu the patrons would expect. We do have the following observations/suggestions/questions:

Breakfast: 1)The menu should include Turkey Bacon and Turkey Sausage
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5) If you offer bread, would it be included in the cost of the lunch meals?

Ala Carte: 1)Need pricing for Salad
2)Consider adding: Grilled Cheese, Soup and Chilli

Pricing for drinks is not listed.

Additionally, since you will have no facility overhead cost and you are not being charged rent, please consider lowering the prices on the Lunch meals.

Please respond to the concerns above as soon as possible.

Thanks for your cooperation
Andrea McCorvey
Purchasing Manager

From: trentonchester@aol.com
To: krobertson@columbusga.org,
Cc: amccorvey@columbusga.org
Date: 10/03/2014 08:43 AM
Subject: Chester's BBQ projected Menu

Hello, I have attached a projected Menu with the prices. Lets us know if you have any questions or concerns.

Thanks!
Trenton Chester



Breakfast Menu

Grits, Eggs, Toast or Biscuit with your choice of meat

2 Salmon Patties, 2 Sausage Patties, 1 Smoked Sausage Link,

3 PCs Bacon \$4.99

Sausage Pattie Biscuit \$1.00

Smoked Sausage Link, Bacon, or Salmon Biscuit \$2.00

Add Egg \$.50 extra / Cheese \$.50 extra

Individual Items:

Hash brown \$1.00

Boiled Egg \$.30

Juice \$1.00

Milk \$.60

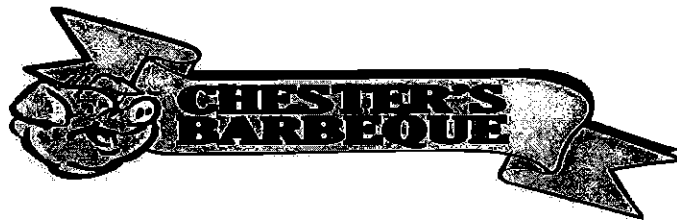
Coffee Sm- \$.60

Lg - \$1.00

Bowl of Grits or Oatmeal \$1.00

Salmon Pattie, Bacon, Sausage Pattie or Link \$1.25

Fruit, Donuts, Pastries, Cereal



Monday

Fried Chicken	Green Beans	Whole Kernel Corn
Hamburger Steak	Rice & Gravy	Potato Salad
Spaghetti	Black eye Peas	Fried Okra
Lima Beans	Collards	Macaroni and Cheese
Mashed Potatoes	BBQ sandwich	

Tuesday

Fried Pork Chops	Lima Beans	Green Beans	BBQ sandwich
Fried Chicken	Cabbage	Potato Salad	
Smothered Pork Chop	Field Peas	Broccoli Rice Casserole	
Macaroni and Cheese	Mashed Potatoes	Broccoli	
Collards	Rice and Gravy	Fried Okra	

Wednesday

Baked Chicken	Cornbread Dressing	Potato Salad
Fried Chicken	Yams	Green Beans
Turnips	Lima Beans	
Collards	Squash	
Macaroni and Cheese	BBQ sandwich	

Thursday

Meat Loaf	Mashed Potatoes	Green Beans
Fried Chicken	Fried Okra	Potato Salad
Collards	Macaroni and Cheese	Rice and Gravy
BBQ sandwich		

Friday

Fish	Fries	Green Beans
BBQ Chicken	Cole Slaw	Potato Salad
Ribs	Macaroni and Cheese	Baked Beans
Boston Butt	Collards	Rice and Gravy
Hush Puppies	Mashed Potatoes	Fried Okra
BBQ sandwich		

1 meat / 2 sides \$7.00
 1 meat / 3 sides \$8.00

employee discount \$ 6.30
 employee discount \$7.20

Ala Carte

Hot Dogs \$2.00
Chili Dogs \$3.00
Hamburgers \$3.00
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Peach Cobbler
Cake (Caramel/ Lemon)
Sweet Potato Pie
Cream Cheese Pound Cake
Banana Pudding

Drinks

Tea /lemonade

***The menu is subject to change without notice due to market conditions and the availability of food items. ***



Re: Chester's BBQ projected Menu

trentonchester

to:

AMcCorvey

10/03/2014 02:44 PM

Cc:

krobertson, LTurner

Hide Details

From: trentonchester@aol.com

To: AMcCorvey@columbusga.org,

Cc: krobertson@columbusga.org, LTurner@columbusga.org

2 Attachments



Breakfast_Menu-1.docx daily_menu.docx

Trenton Chester

-----Original Message-----

From: AMcCorvey <AMcCorvey@columbusga.org>

To: trentonchester <trentonchester@aol.com>

Cc: krobertson <krobertson@columbusga.org>; LTurner <LTurner@columbusga.org>

Sent: Fri, Oct 3, 2014 1:12 pm

Subject: Re: Chester's BBQ projected Menu

Mr. Chester:

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2)Need to provide a Vegetable Plate
3)Do the lunch meal prices include the drink?
4)No bread is listed on the lunch menu
5) If you offer bread, would it be included in the cost of the lunch meals?

Ala Carte: 1)Need pricing for Salad
2)Consider adding: Grilled Cheese, Soup and Chilli

Pricing for drinks is not listed.

Additionally, since you will have no facility overhead cost and you are not being charged rent, please consider lowering the prices on the Lunch meals.

Please respond to the concerns above as soon as possible.

Thanks for your cooperation
Andrea McCorvey
Purchasing Manager

From: trentonchester@aol.com
To: krobertson@columbusga.org,
Cc: amccorvey@columbusga.org
Date: 10/03/2014 08:43 AM
Subject: Chester's BBQ projected Menu

Hello, I have attached a projected Menu with the prices. Lets us know if you have any questions or concerns.

Thanks!
Trenton Chester



Breakfast Menu

Grits, Eggs, Toast or Biscuit with your choice of meat

2 Salmon Pattie, 2 Sausage or Turkey Pattie, 1 Smoked Sausage Link,

3 PCs Bacon \$4.99

Sausage Pattie (turkey or pork) Biscuit \$1.00

Smoked Sausage Link, Bacon or Salmon Biscuit \$2.00

Add Egg \$.50 extra / Cheese \$.50 extra

Individual Items:

Hash brown \$1.00

Boiled Egg \$.30

Juice \$1.00

Milk \$.60

Coffee Sm- \$.60

Lg - \$1.00

Bowl of Grits or Oatmeal \$1.00

Salmon Pattie, Bacon, Sausage Pattie or Link \$1.25

Individual Fruit \$.50, Donuts \$.60, Pastries \$.75, Cereal \$1.00



Monday

Hamburger Steak	Green Beans	Whole Kernel Corn
Spaghetti	Rice & Gravy	Potato Salad
Black eye Peas	Fried Okra	Macaroni and Cheese
Lima Beans	Collards	White Bread
Mashed Potatoes	BBQ sandwich	Corn bread

Tuesday

Fried Pork Chops	Lima Beans	Green Beans	BBQ sandwich
Fried or Baked Chicken	Cabbage	Potato Salad	White bread
Smothered Pork Chop	Field Peas	Broccoli Rice Casserole	Corn Bread
Macaroni and Cheese	Mashed Potatoes	Broccoli	
Collards	Rice and Gravy	Fried Okra	

Wednesday

Baked Chicken	Cornbread Dressing	Potato Salad
Fried Chicken	Yams	Green Beans
Turnips	Lima Beans	White Bread
Collards	Squash	Corn bread
Macaroni and Cheese	BBQ sandwich	

Thursday

Meat Loaf	Mashed Potatoes	Green Beans
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Collards	Macaroni and Cheese	Rice and Gravy
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Friday

Fish	Fries	Green Beans
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Hush Puppies	Mashed Potatoes	Fried Okra
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1 meat / 2 sides , bread, drink \$7.00

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Vegetable plate with bread (drink not included) \$4.99

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Ala Carte

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Salad (Garden/Chef) \$4.49
Corn Dogs \$2.00

Desserts \$2.50

employee discount \$2.25

Peach Cobbler

Cake (Caramel/ Lemon)

Sweet Potato Pie

Cream Cheese Pound Cake


Banana Pudding

Drinks

Tea \$1.25

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Re: Chester's BBQ projected Menu 
Andrea McCorvey to: trentonchester
Cc: kroberson, LTurner

10/03/2014 03:18 PM

2 attachments



Breakfast_Menu-1.docx daily_menu.docx

Mr. Chester...

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Thanks

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Purchasing Manager

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To: AMcCorvey@columbusga.org,
Cc: kroberson@columbusga.org, LTurner@columbusga.org
Date: 10/03/2014 02:44 PM
Subject: Re: Chester's BBQ projected Menu

Trenton Chester

-----Original Message-----

From: AMcCorvey <AMcCorvey@columbusga.org>
To: trentonchester <trentonchester@aol.com>
Cc: kroberson <kroberson@columbusga.org>; LTurner <LTurner@columbusga.org>
Sent: Fri, Oct 3, 2014 1:12 pm
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Milk \$.60

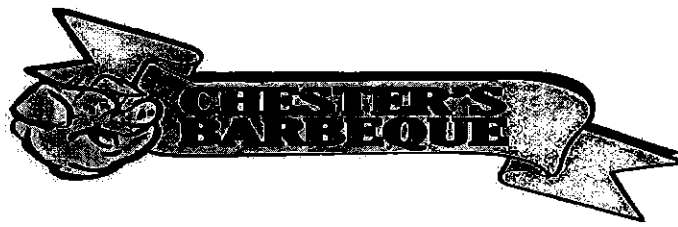
Coffee Sm- \$.60

Lg - \$1.00

Bowl of Grits or Oatmeal \$1.00

Salmon Pattie, Bacon, Sausage Pattie or Link \$1.25

Individual Fruit \$.50, Donuts \$.60, Pastries \$.75, Cereal \$1.00



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Fish	Fries	Green Beans
BBQ Chicken	Cole Slaw	Potato Salad
Ribs	Macaroni and Cheese	Baked Beans
Boston Butt	Collards	Rice and Gravy
Hush Puppies	Mashed Potatoes	Fried Okra
BBQ sandwich	White Bread	Corn Bread

1 meat / 2 sides , bread, drink \$7.00

employee discount \$ 6.30

1 meat / 3 sides, bread, drink \$ \$8.00

employee discount \$7.20

Vegetable plate with bread (drink not included) \$4.99

Ala Carte

Hot Dogs \$2.00
Chili Dogs \$3.00
Hamburgers \$3.00
Turkey Burgers \$4.00
Chicken Sandwich \$3.00
French Fries \$2.00
Chipped Sandwiched \$4.00
Chicken Tenders \$3.00
Chicken Tenders with Fries \$5.00
Cold Cut sandwiches \$3.00
Salad (Garden/Chef) \$4.49
Corn Dogs \$2.00

Desserts \$2.50

employee discount \$2.25

Peach Cobbler

Cake (Caramel/ Lemon)

Sweet Potato Pie

Cream Cheese Pound Cake

Banana Pudding

Drinks

Tea \$1.25

***The menu is subject to change without notice due to market conditions and the availability of food items. ***

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
www.columbusga.org

September 29, 2014

Chester's
Attn: Trenton Chester
547 Veterans Parkway
Columbus, GA 31901

(706) 221-0014

RE: Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract)
RFP No. 14-0009

Dear Mr. Chester,

On September 22, 2014, the City of Columbus and Chester's met to discuss various issues with the current contract. Based on our meeting, the following item was discussed and agreed on by both parties:

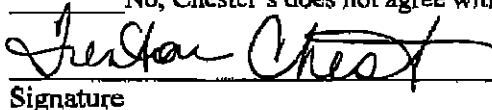
1. The following section of the contract is amended:

Page 21 of 35, section 6.0 FEE/INVOICES AND REPORTS:
All flat rental fees and/or flat fees are removed from this contract.

Please confirm below:

Yes, Chester's agree with the amendment.

No, Chester's does not agree with the amendment.


Signature

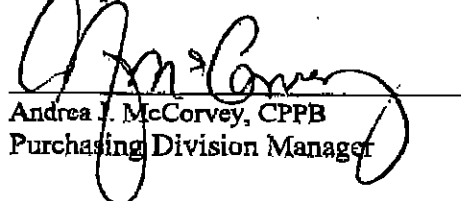
01 Oct 14
Date

Trenton Chester, owner
Print name and Title of Signatory above

01 Oct 14
Date

Please email krobertson@columbusga.org or fax (706) 653-4109 your response to the Purchasing Division, attention Kevin Robertson, by 12:00 a.m. Tuesday, September 30. If you have questions regarding this issue, please call (706) 225-3070. Thank you for your cooperation.

Sincerely,


Andrea J. McCorvey, CPPB
Purchasing Division Manager

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0174
CONNECTION TEL 97062210014
SUBADDRESS
CONNECTION ID
ST. TIME 09/29 12:52
USAGE T 00'38
PGS. 1
RESULT OK

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



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Columbus, Georgia 31902-1340
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Signature

Date

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
www.columbusga.org

September 29, 2014

Chester's
Attn: Trenton Chester
547 Veterans Parkway
Columbus, GA 31901

(706) 221-0014

RE: Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract)
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_____ No, Chester's does not agree with the amendment.

Signature

Date

Print name and Title of Signatory above

Date

Please email kr Robertson@columbusga.org or fax (706) 653-4109 your response to the Purchasing Division, attention Kevin Robertson, by 12:00 a.m. Tuesday, September 30. If you have questions regarding this issue, please call (706) 225-3070. Thank you for your cooperation.

Sincerely,



Andrea J. McCorvey, CPPB
Purchasing Division Manager

Re: Concessionaire Services for Parks & Recreation
Tommy Groce to: Kevin Robertson

02/12/2014 03:40 PM

Looks good to me
Kevin Robertson

From: Kevin Robertson
Sent: 02/12/2014 03:15 PM EST
To: David Boyd; Tommy Groce; Becky Glisson
Subject: Concessionaire Services for Parks & Recreation

Please review the attached letter and let me know if this is good to send out the three vendors.



[Clarification Letter for Concessionaire Services for Parks and Recreation - RFP No.
14-0009].doc

Thanks

Re: Concessionaire Services for Parks & Recreation

David Boyd

to:

Kevin Robertson

02/12/2014 03:33 PM

Cc:

"Tommy Groce", "Becky Glisson"

Hide Details

From: David Boyd/Columbusga

To: "Kevin Robertson" <KRobertson@columbusga.org>,

Cc: "Tommy Groce" <TGroce@columbusga.org>, "Becky Glisson" <BGlisson@columbusga.org>

Looks good to me.

Sent from my iPhone

On Feb 12, 2014, at 3:15 PM, "Kevin Robertson" <KRobertson@columbusga.org> wrote:

Please review the attached letter and let me know if this is good to send out the three vendors.

(See attached file: [Clarification Letter for Concessionaire Services for Parks and Recreation - RFP No. 14-0009].doc)

Thanks

<[Clarification Letter for Concessionaire Services for Parks and Recreation - RFP No. 14-0009].doc>



Re: Concessionaire Services for Parks & Recreation 

Becky Glisson to: Kevin Robertson

02/12/2014 03:19 PM

Cc: David Boyd, Tommy Groce

Kevin,

Looks good to me. Thanks

Becky C. Glisson
Finance Manager
Columbus Parks and Recreation
Post Office Box 1340
Columbus, Georgia 31902
Phone: 706-225-4643
Fax: 706-225-4514
E-Mail: BGlisson@Columbusga.org

Kevin Robertson

Please review the attached letter and let...

02/12/2014 03:15:44 PM

From: Kevin Robertson/Columbusga
To: David Boyd/Columbusga@COLUMBUSGA, Tommy Groce/Columbusga@Columbusga,
Becky Glisson/Columbusga@COLUMBUSGA,
Date: 02/12/2014 03:15 PM
Subject: Concessionaire Services for Parks & Recreation

Please review the attached letter and let me know if this is good to send out the three vendors.



[Clarification Letter for Concessionaire Services for Parks and Recreation - RFP No. 14-0009].doc

Thanks

EXHIBIT C

*Concessionaire Services for Parks & Recreation Sports Facilities
(Annual Contract)*

*Chester's Barbeque
Submission*



Concessionaire Services for Parks and Recreation Sports Facilities (Annual Contract)

Proposal: Response to RFP No. 19-0012
Submitted to: Columbus Consolidated Government (Purchasing Division)
Submit Date: May 2, 2019
Submitted By: Trent Chester
Chester's Ribs & BBQ, Inc.
547 Veteran's Parkway
Columbus, GA 31901
Phone: 706-593-6944 or 706-320-1230



Table of Contents

- Section 1:** Transmittal Letter
- Section 2:** Affidavit for E-Verify/Georgia Security and Immigration Compliance Act
- Section 3:** Addenda Acknowledgement
- Section 4:** Experience/Qualifications
- Section 5:** Client Work History
- Section 6:** Service Plan
- Section 7:** Fee Proposal
- Section 8:** Business Requirements Documents



May 2, 2019

Heather Biddle
Columbus Consolidated Government
Purchasing Division (5th Floor Finance Department)
100 Tenth Street, P.O. Box 1340
Columbus, GA 31902-1340

RE: RFP No. 19-0012 – Concessionaire Services for Parks & Recreation Sports Facilities

Dear Ms. Biddle:

Thank you for the opportunity to conduct business with the Columbus Consolidated Government during the last five years as the concessionaire services vendor for Parks & Recreation Sports Facilities. Chester's Barbeque has reviewed the 2019 RFP and is pleased to again submit our proposal for concessionaire services.

Our proposal is built on a proven success-based method for providing Parks & Recreation Sports Facilities with concessionaire services since 2014. During our time as the concessionaire vendor, we have successfully provided foodservice for some of the most highly attended sports events in Columbus including the GHSA Softball tournament with more than 10,000 spectators and participants over a three-day period. This combined with a total of 80 years of restaurant and catering experience throughout the Columbus and surrounding area uniquely qualify us for this opportunity.

Since 1939, Chester's has been a well-respected and leading foodservice provider within the community. As an award-winning restaurant, our menu has been nationally recognized by public figure Steve Harvey during his 2004 Neighborhood Awards in the Best Barbeque category. Our other recognitions include the Small Business Giant Award presented by the Columbus Chamber of Commerce in 2012, and the People's Choice Award for best barbeque in town awarded in 2004.

For more than a decade, we maintained an A-rating inspection by the Columbus Health Department since the opening of our Veteran's Parkway location in 2004. We serve thousands of customers annually at our restaurant locations while continuing to sell the largest volume of barbeque ribs in the city – 250,000 lbs. per year – compared to other local restaurants. We

successfully do this all, while maintaining a catering business that has managed foodservice for a wide variety of local businesses, organizations and high-profile events notably for special occasions held at the Iron Works Convention & Trade Center and at Fort Benning Military Base.

We are confident in our ability to continue to fulfill the requirements of this contract. Chester's has the experience, quality resources, and skills to successfully get the job done. We remain committed to providing the best quality for our customers, and as a result, members of our staff are ServSafe® Food Safety certified by the National Restaurant Association.

Chester's agrees to be bound by all the provisions outlined in this proposal as submitted. We are prepared to begin operations effective immediately of contract award.

Please find enclosed the required supporting documents:

- Transmittal Letter
- Affidavit for E-Verify/Georgia Security and Immigration Compliance Act
- Addenda Acknowledgement
- Experience/Qualifications
- Client Work History
- Service Plan
- Fee Proposal

Should you need or require any clarifications, please don't hesitate to contact me.

Sincerely,



Trenton Chester, Owner

Chester's Ribs & BBQ, Inc.

547 Veteran's Parkway

Columbus, GA 31901

Phone: 706-593-6944 or 706-320-1230

Email: ChestersBBQ@aol.com

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

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

838376 12/19/2014
Company ID Number (numerical, 4-7 digits) Date of Authorization
<https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>

12/19/2014
Date of Authorization

Chester's Ribs + BBQ, Inc.
Name of Contractor

Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract) – RFP No. 19-0012
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, 16, 2019 in Columbus (city), GA (state).

Trenton Chester
Signature of Authorized Officer or Agent

Trenton Chester owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 16th DAY OF April, 2019.

Vickie C. Stafford
NOTARY PUBLIC
My Commission Expires:
August 23, 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.



Addenda Acknowledgement

Chester's Barbeque has reviewed the city's website as required by the RFP process for any applicable addenda info. We acknowledge receipt of the following items:

- Addendum No. 1
- Addendum No. 2

See enclosed the above listed attachments including signature acknowledging receipt of both addenda items.

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340
COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
BidLine 706-653-4536
www.columbusga.org

April 11, 2019

Addendum No. 1
Concessionaire Services for Parks & Recreation Sports Facilities
(Annual Contract)
RFP No. 19-0012

Proposals should include acknowledgement of receipt for all Addenda:

Authorized Initials: TMC Firm: Chester's Ribs + BBQ, Inc

Vendors are informed that the above subject RFB is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

SPECIFICATION CHANGE

PART 1 – GENERAL SPECIFICATIONS

Page 20, section 6.0 FEE/INVOICES AND REPORTS has been revised. Please see attached Appendix A for section 6.0 FEES/PAYMENT(S).

PART 2 – PROPOSAL AND SUBMISSION REQUIREMENTS

Section 7: Fee Proposal has been changed to Payment Agreement
Offeror shall complete the attached Payment Agreement (Appendix B) and include with proposal submission.

Andrea J. McCorvey
Purchasing Manager

APPENDIX A

6.0 FEES/PAYMENT(S)

In return for the right to operate the above-mentioned Concessions, the Concessionaire agrees to the following rental payments and fees:

6.1 SOUTH COMMONS

- A. A flat rental fee of \$1,400 per month for nine months (February - October) the Concessionaire is open for Spring, Summer and Fall Softball Seasons, as well as various tournaments operated during weekends.
- B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stand during the softball seasons when games are being played.

6.2 MEMORIAL STADIUM

- A. A flat rental fee of \$1,350 per month for the football games held at Memorial Stadium; high school football, youth football, and two College Classics (August – November).
- B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stands during the football season when games are being played.

6.3 Monthly payments shall commence on the first contract month the concessionaire occupies the concessions and will be pro-rated if the contract month begins in the middle of a month.

6.4 The monthly payment shall be paid to the City by the 10th of each month. If payment is not received by the 10th of every month, a \$75.00 late fee will apply.

6.5 The monthly payment shall be paid as follows:

Make checks payable to: "Columbus Consolidated Government"

Mail To: Lauren Vance, Finance Manager
Columbus Consolidated Government
Parks and Recreation
P.O. Box 1340
Columbus, Georgia 31902-1340

PAYMENT AGREEMENT
CONCESSIONAIRE SERVICES
FOR PARKS & RECREATION SPORTS FACILITIES
(ANNUAL CONTRACT)

In return for the right to operate the above-mentioned Concessions, the I/We agree to the following rental payments and fees:

- SOUTH COMMONS**
 - A. A flat rental fee of \$1,400 per month for nine months (February - October) the Concessionaire is open for Spring, Summer and Fall Softball Seasons, as well as various tournaments operated during weekends.
 - B. A \$200.00 fine shall be assessed for each night the Concessionaire fails to open the concession stand during the softball seasons when games are being played.

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Make checks payable to: "Columbus Consolidated Government"

Mail To: Lauren Vance, Finance Manager
Columbus Consolidated Government
Parks and Recreation
P.O. Box 1340
Columbus, Georgia 31902-1340

Chester's Ribs + BBQ, Inc
BUSINESS NAME

547 Veterans Parkway Columbus GA 31901
BUSINESS STREET ADDRESS CITY STATE ZIP CODE

547 Veterans Parkway Columbus GA 31901
BUSINESS REMITTANCE/MAILING ADDRESS CITY STATE ZIP CODE

(706) 593-6944 (706) 569-7432 trentchester@aol.com
PHONE NUMBER FAX NUMBER E-MAIL ADDRESS

Trenton Chester 4/10/19
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE OF SIGNATURE

Trenton Chester owner
"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.gov

April 17, 2019

ADDENDUM NO. 2
Concessionaire Services for Parks & Recreation Sports Facilities (Annual Contract)
RFP No. 19-0012

Proposals should include acknowledgement of receipt for all Addenda.

Vendors are informed that the above subject RFP is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

I. APPENDIX I

Respondents must complete and include the attached APPENDIX I with Section 1: Transmittal Letter of their proposal.

If proposal has already been mailed, en route, or submitted to the Purchasing Division, vendors may fax form to 706-225-3033, or email form to bidopportunities@columbusga.org. The form will be attached to the exterior of vendors' sealed submittal.

II. QUESTIONS/RESPONSES

Question 1. "I, [...], formally request a copy of the current contract regarding this bid opportunity."

Response: A copy of the contract for RFP No. 14-0009 is attached (Appendix II).

Andrea J. McCorvey,
Purchasing Division Manager

APPENDIX I

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

.....

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, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), 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. 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.**

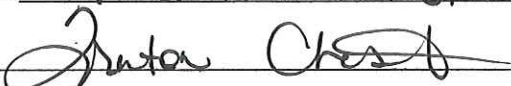
ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

.....

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: Chester's Ribs + BBQ, Inc

Print Name of Authorized Agent: Trenton Chester

Signature of Authorized Agent: 



Experience/Qualifications

Chester's Barbeque is an award-winning restaurant that has been in the foodservice business for 80 years. Our staff has more than 50 years of combined experience in food preparation and hospitality. This includes the last five years as the concessionaire services vendor for Columbus Consolidated Government Parks & Recreation Sports Facilities where we have gained invaluable experience serving participants and spectators at some of the most highly attended events throughout the city. During sporting events like the GHSA Softball tournament, our staff successfully served an estimated 10,000 customers. Our ability to effectively operate and provide concessions for an event of this magnitude is an example of our organizational skills and access to necessary resources to execute efficient, friendly and quality service.

In addition to our staff's years of experience, we are ServSafe® Food Safety certified by the National Restaurant Association. Chester's is fully staff with more than 20 qualified and professional employees including full-time team members who have decades of combined experience at our restaurants and catering service. Below is a list of our team including their responsibilities and respective years of service:

Owner/Management:

Trenton Chester is a fourth-generation family owner of Chester's Barbeque. Since leading the restaurant, he has expanded it to new locations; has been recognized with various business awards, and has consistently overseen the operation in receiving A-Rating inspections from the Columbus Health Department. He is a 1989 graduate of Kendrick High School and later attended Columbus Technical Institute. Mr. Chester is a military veteran having served 14 years in the Air Force Reserve. He remains an active member of the Columbus community where he serves as a member of the local school council of Wesley Heights Elementary and Dawson Drive Community Action Project. Mr. Chester is also a member of the St. James CME Church where he serves as a steward board member an assistant church treasurer. He runs the daily operations of the restaurant, catering services and concessionaire vendor services including managing staff, organizing logistics for foodservice events; overseeing inventory and working closely with suppliers.

Cooks:

- Curt Young, 15 years of service as a cook at Chester's Barbeque
- Monica Dillard, 15 years of service as a cook at Chester's Barbeque

Responsibilities: Food preparation as determined by law and restaurant policy; Prepares foods according to recipe and to the specifications of customers; Manages and organizes kitchen ensuring a safe and clean environment; Closely monitors and tests food to determine if cooked sufficiently; Inspects food preparation and serving areas to ensure sanitary food handling practices; Serves guests.

Cashiers:

- Octavia Fortson, 6 years of service at Chester's Barbeque
- Tywana Chester, 15 years of service at Chester's Barbeque
- Tonja Chester, 25 years of service at Chester's Barbeque

Responsibilities: Manage cash and sales transactions; Count money at the beginning of shifts to ensure that amounts are correct and that there is adequate change to provide to customers. Greet customers entering establishment; Answer customer questions ensuring friendly service and customer satisfaction; Maintain clean and orderly checkout areas.

Suppliers:

Chester's Barbeque has maintained its long-standing working relationship with quality partners and well-known foodservice vendors. These suppliers include:

- US Food
- Merchant Food Services
- Performance Food Group
- Restaurant Depot

Equipment:

Chester's Barbeque has state-of-the-art foodservice equipment and transportation necessary for managing large catering and concessionaire services events. This equipment includes:

- Two company cargo vans for transporting foods
- Walk-in Freezers
- Hand-Washing Sink
- Stainless Steel Tables
- Burner TEC Gas Grills
- Heat Lamp
- Large Ice Bin
- Serving Bays
- Warming Drawers
- Coolers
- Burner Stoves
- Large Capacity Ice Maker
- Bread Racks
- Steel Storage Shelves
- Serving Bays
- Deep Fryer

Proposed Uniforms

- Chester's Branded T-Shirt
- Black Pants or Blue Jeans
- Chester's Branded Visor

EMPLOYEE RESUMES

** Section Redacted **

These documents have been filed in the Purchasing Division

5th Floor – Finance Department
100 10th Street
Columbus, Georgia 31901

Please contact Purchasing to view these documents at ext: 3071



Client Work History

Chester's Ribs & BBQ, Inc. prides itself on establishing and maintaining quality client relationships. We have provided foodservice for a wide variety of businesses and organizations throughout the Columbus area. See below list of clients and enclosed reference letters from clients for whom we have provided services.

<p>Columbus Technical College Ken Lockhart, Director of Student Success Center 928 Manchester Expwy Columbus, GA 31904 Phone: 706-649-1893 Fax: 706-649-1804</p>	<p>Columbus Airport Sonya L. Hollis, Marketing Director 3250 W. Britt David Rd. Columbus, GA 31909 Phone: 706-324-2449 ext. 1422 Email: shollis@flycolumbusga.com</p>
<p>Mount Olive Primary School Sheila Baker, Principal Phone: 334-855-0514 Email: bakers@russellcsd.net</p>	<p>Kendrick High School Dr. Alonzo James, Principal 6015 Georgetown Dr. Columbus, GA 31907 Phone: 706- 565-2960 Email: James.Alonzo.B@muscogee.k.12.ga.us</p>
<p>Elite Ventures Leasing & Management Travis Chambers, Owner 5656 Veteran's Pkwy Columbus, GA 31904 Phone: 706-494-3876 or 706-681-1939 Fax: 706-323-0533 www.eliteventuresleasing.com</p>	<p>Fourth Street Missionary Baptist Church Rev. Dr. J.H. Flakes III, Pastor 222 5th Street Columbus, GA 31901 Phone: 706-324-2055 Email: JHFlakes3@aol.com www.4thSt.org</p>
<p>Georgia Visitor Information Center Lativia Rivers, Manager 1751 Williams Rd Columbus, GA 31904 Phone: 706-649-7455</p>	<p>West Central Georgia Cancer Coalition Cheryl A. Johnson, President/CEO 633 19th St. Columbus, GA 31901 Phone: 706-660-1914 www.wcgcc.org</p>
<p>Clear Channel Henry Holt, Account Executive 1501 13th Ave Columbus, GA 31901 Phone: 706-576-3000 or 706-527-8731 Fax: 706-526-3019</p>	<p>Muscogee County School District Karen P. Jones, Executive Assistant 2960 Macon Rd., Rm 3035 Columbus, GA 31906 Phone: 706-748-2018 Fax: 706-748-2001 Email: Jones.Karen.P@muscogee.k21.ga.us</p>
<p>Columbus Civic Center Jon Dorman, Director 400 Fourth Street Columbus, GA 31901 Phone: 706-653-4482 Email: Dorman.Jon@columbusga.org</p>	<p>Davis Broadcasting Inc. Angela Verdejo, General Sales Manager 2203 Wynnton Rd Columbus, GA 31906 Phone: 706-507-7276 or 706-576-3565 Fax: 706-576-3683 Email: Angelaverdejo916@gmail.com</p>



Jon Dorman, CFE
Director
Dorman.Jon@columbusga.org

columbusciviccenter.org

April 30, 2019

To Whom it May Concern:

It is my pleasure to recommend Chester's Ribs & Barbecue. A local restaurant and caterer in Columbus, Georgia.

Chester's has been an in-house concession provider and caterer at the Columbus Civic Center since 2014. During this time, Trent Chester has provided excellent service and quality food to the patrons. His staff has met our expectations during any event, concerts, hockey, football, etc., providing quality service whether it is a large concert or smaller event.

I feel confident Trent Chester and his staff will continue the quality service we have received at the Columbus Civic Center at any other business and/or venue.

If you need any further information, please do not hesitate to contact me.

Thank you,

A handwritten signature in blue ink that reads "Jon Dorman". The signature is fluid and cursive, written over the printed name.

Jon Dorman

Columbus Civic Center Director



Muscogee County School District
Columbus, Georgia

Board of Education

April 18, 2019

Columbus Consolidated Government
Parks and Recreation Division
P.O. Box 1340
Columbus, Georgia 31901

Dear Selection Committee:

On behalf of the Muscogee County School Board, it is indeed a pleasure to write this letter in support of Chesters' Barbeque Catering Services.

I can confidently recommend that Mr. and Mrs. Chester and the Chesters' Catering team with an unparalleled sense of pride in their work will provide excellent professional catering services for any event large or small.

Throughout the time that Chesters' Catering has served the Muscogee County School Board, they have consistently demonstrated character, skills, and traits that I believe distinguish this company as an exemplary business for corporate events. Furthermore, Mr. & Mrs. Chesters' character and integrity are above reproach. They are well-grounded, as well as active members of our education community.

It is for these reasons and more that I, with great pride and confidence highly recommend Chesters' Catering Services. I have every expectation that if afforded this opportunity, their team will embrace it and prove to be a tremendous resource for your catering needs.

Respectfully,

Karen P. Jones
Executive Assistant
Muscogee County School District

Cheryl A. Johnson
President/CEO

Executive Committee

Isaiah Hugley, Sr.
Board Chair

Dr. Charlene McClanahan
Vice Chair

Marvin Smith, Jr.
Treasurer

Herman Lewis, Jr.
Assistant Treasurer

Glenda Masee
Secretary

Dr. Beverly Townsend
Ex Officio

Dr. Curtis Sorenson
Medical Officer

Board of Directors

Debbie Buckner
Crystal Hand
Danni Harris
Arline Kitchen
Sarah Lang
Wanda Lowe
Leslie Morris
Wanda Rutledge
Marvin Smith
Georgia Stampley
Bill Tustin
Carolyn Tigner
Gloria Weston-Smart
Shanet' G. Whittlesey
Carlos Williams



WEST CENTRAL GEORGIA
CANCER COALITION

April 22, 2019

Miss Andrea McCorvey
Columbus Consolidated Government
Finance Department/Purchasing Division
100 10th Street,
Columbus, GA 31902

Re: Letter of support for services (RFP No. 19-0012 & 19-0013)

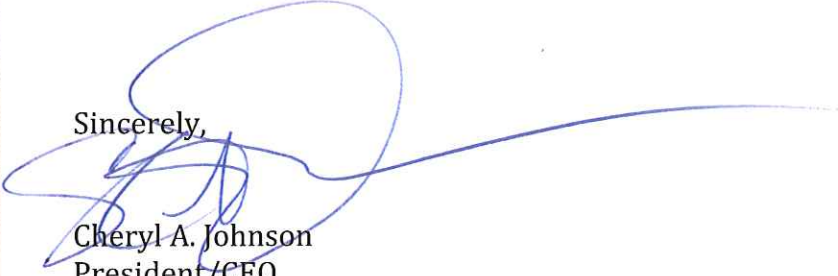
Dear Miss McCorvey,

I'm happy to recommend Chester's Ribs & Barbecue, Inc. and write a letter of support for them to continue providing the Concessionaire Services at the Government Center and for Parks & Recreation Sports Facilities (RFP No. 19-0012 & 19-0013).

We have been utilizing Chester's Ribs & Barbecue, Inc. to cater large events as well as small events which, includes our Annual "Paint the Town Pink" and Board of Directors meetings for several years. They are always willing to work with our non-profit organization on any special requests. We have been completely satisfied with their menu options, quality of food and their excellent customer service.

If you need any additional information, please feel free to contact me at cjohnson@wcgcc.org or 706-660-0317, ext. 205.

Sincerely,


Cheryl A. Johnson
President/CEO



#23358



April 22, 2019

To Whom It May Concern:

This letter certifies that Chester's Barbeque is a foodservice supplier for the Georgia Visitors Information Center - Columbus that is in good standing. They have been a loyal supplier of our organization for three years. Chester's has been a reliable partner routinely providing quality service and food products which have established them as one of our go-to suppliers that adds value to our organization.

During my professional relationship with Chester's, I have enjoyed witnessing the high standard of excellence they hold for providing professional, courteous service and quality food. I have found Chester's to be a company of integrity with a strong commitment to preparing delicious barbeque and high value to its clients. It has been a pleasure to work with them and seeing a restaurant/caterer so dedicated to their customers, always striving to provide a quality job using quality products.

It is my pleasure to recommend Chester's Barbeque.

Sincerely,

Lativia Rivers
Manager
Georgia Visitor Information Center
1751 Williams Road
Columbus, Georgia 31904
706-649-7455



Kendrick High School

Alonzo B. James, Ed.D.
Principal



Muscogee County School District
Columbus, Georgia

April 25, 2019

Danya Albright
Assistant Principal

Michael Davis
Assistant Principal

To whom it may concern:

This serves as a letter of reference for Mr. Trent Chester and Chester's Bar B Que. I have known Trent Chester and his family for over twenty years, and I have been a customer of Chester's Bar B Que for over thirty years. He is an outstanding person in our community who participates and serves as well as provides servant leadership to the city of Columbus. Mr. Chester has participated in numerous activities within the school district and played a significant role regarding initiatives for the less fortunate, along with demonstrating empathy and compassion for the disabled. Mr. Chester has worked with numerous adolescents who have faced unique and diverse challenges, both personally and developmentally. He has a wonderful rapport with people of all ages, especially the many students and adults he has worked with throughout the years. I currently serve as an administrator in the Muscogee County School District, and Mr. Chester has provided resources, incentives and food to support the students as well as the school's where I have served as Principal and Assistant Principal. He truly is an advocate for children who understands and responds to the challenges presented by today's diverse student population.

Mr. Chester has demonstrated proactive leadership, as well as engaging all stakeholders from the community in the delivery of programs and services to help students achieve success. He has a reputation as a superb leader and he has demonstrated patience, honesty, and at all times I have found him to be very reliable. Mr. Chester continuously demonstrates a caring and generous nature during his free time with the tremendous amount of community service he does within the community, and at his church. Mr. Chester's native intelligence for leadership and service is among the best I have seen. He is a team player and a dynamic leader, a professional who wins the respect of others through his integrity and unwavering desire to bring out the best in people. It has been my pleasure to know Mr. Chester as a civic leader, a member of this community, and most of all to know him as an individual who truly believes in servant leadership. If you have any questions or wish to speak further about Mr. Chester feel free to call me at (706) 565-2960.

Sincerely,

Dr. Alonzo James
Dedicated Principal Kendrick High School



Service Plan

In an effort to continually successfully manage concessionaire services for Parks & Recreation Sports Facilities, Chester's Ribs & BBQ Inc. will enhance our strategic plan that will include building upon best practices and lessons learned during our previous contract period. Our strategic plan will consist of logistical preparation at a minimum of two to four weeks in advance of the scheduled event to include coordinating with staff and vendors/suppliers.

Working even more in advance of the event date, we will continue to closely communicate on a regular basis with venue contacts to stay abreast of event schedules or changes which will allow for effective planning on an annual basis. This will allow our team to develop a yearly calendar of scheduled events to appropriately plan for staffing needs and food supply.

Two to four days prior to the event, Chester's will conduct a walk-through of the venue with any new staff members who have been identified and scheduled to work the event to ensure they are familiar with the facility including directions, location, parking and the onsite layout. Staff will then be debriefed prior to each event on a plan of action to include anticipated number of attendees, required uniforms, and their specific roles and areas of assignment. An important key learning that we will implement regarding staffing will include ensuring a minimum of two to three staff members will work the stadium events and four to five staff members will be assigned to work the roadhouse events.

Suppliers will be notified of our concession schedule in advance as much as possible – a minimum of a three-week notice will be provided to key suppliers. A week prior to a concession event, Chester's will conduct routine follow-ups with suppliers as well as identify a back-up vendor to help ensure food supply and necessary quantity are prioritized and available for the event. Another key learning from our current experience that will be implemented will include ordering an excess food supply in the event attendance is higher than anticipated. **See enclosed document on following page including menu items, proposed costs, item descriptions and sizes.**

Chester's will arrive three hours prior to event start time to begin setup with the appropriate number of employees including having backup employees on standby in case a team member cancels. Food will be pre-prepared and packaged in advance of the event allowing for efficient and timely setup onsite. We will transport food to venue via two large company cargo vans.

Finally, we will continue to conduct a best practices evaluation and assessment to identify opportunities to enhance service at future events.

CHESTER'S MENU

COMBO DEALS

MEALS – SANDWICH, CHIPS, DRINK

BBQ Sandwich	\$6.00	
Hot Dog/Chili Dog	\$4.00	<i>Any Way You Want It (Plain, Chili, Cheese Sauce, Onions, or Everything)</i>
Hamburger	\$5.00	
Cheeseburger	\$5.50	

FAVORITES

BBQ Sandwich	\$3.50	Pork Plate	\$4.00
Rib Plate	\$7.00	Cheeseburger	\$3.00
Hamburger	\$2.50	Nachos	\$2.50
Chili Cheeseburger	\$3.50	Chili Nachos	\$3.50
Hot Dog	\$1.50	<i>Any Way You Want it (Plain, Chili, Cheese Sauce, Onions, or Everything)</i>	

CANDY & OTHER STUFF

Candy	\$1.00	Dill Pickle	\$1.00
Popcorn (small)	\$1.00	Popcorn (large)	\$2.00
Roasted Peanuts	\$1.00	Salted Peanuts	\$.50
Boiled Peanuts	\$2.00	<i>(Cajun Spicy or Regular)</i>	
Chips	\$.50		

DRINKS

Bottled Water	\$3.00	Gatorade/Powerade	\$3.00
Lemonade	\$3.00	Coke Products	\$3.00
Sweet Tea	\$3.00	Soda Refills	\$1.00
Coffee	\$1.00	Coffee Refills	FREE
Hot Chocolate	\$1.00	<i>(Tea, Lemonade, Coke Products 32 oz.)</i>	





Fee Proposal

Chester's Ribs & BBQ, Inc acknowledges receipt of addendum no. 1 changing the Fee Proposal to a Payment Agreement. We agree to adhere to the payment agreement of including the monthly flat rental fee of \$1,400.00 for South Commons and \$1,350.00 for Memorial Stadium. We also agree to adhere to the fines and late fees outlined in addendum no. 1.



Business Requirements

In adherence to the proposal submission requirements for RFP No. 19-0012, please see separate envelope enclosed with a copy of the following documents:

- A. Health Inspection Records
- B. Completed Contract Signature Page (Attachment A)
- C. Copy of Insurance (Attachment C)
- D. Copy of W-9 (Attachment D)
- E. Copy of Business License

INSURANCE CHECKLIST

**CONCESSIONAIRE SERVICES FOR PARKS & RECREATION
SPORTS FACILITIES
(ANNUAL CONTRACT)
RFP No: 19-0012**

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

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

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	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	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	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	
X 22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X 23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X 24. The City shall be named Additional Insured on all policies		
X 25. Certificate of Insurance shall show Bid Number and Bid Title		
26. Pollution:	\$2 Million per occurrence/claim	

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

BIDDER'S STATEMENT:

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

BIDDER NAME: Chester's Rebs + BBQ, Inc

AUTHORIZED SIGNATURE: 

*****COMPLETE THIS PAGE AND RETURN WITH BID*****