

COLUMBUS CONSOLIDATED GOVERNMENT

CONTRACT ROUTING MEMORANDUM

DATE: August 20, 2019

SUBJECT: Concessionaire Services at Government Center Complex (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.

Council authorized this contract per Resolution No. 238-19; 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: Cef. 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 _____ day of _____ 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 at Government Center Complex (Annual Contract)**, per **RFP No. 19-0013**, and was awarded the Contract by Columbus City Council on Tuesday, August 13, 2019, Resolution No. 238-19, 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 15, 2019 (and all addenda thereto), the Contractor's submittal dated May 10, 2019 and the clarification documents which are attached hereto as exhibits "A", "B", "C" and "D" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.

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

A RESOLUTION

NO. 238-19

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHESTER’S BARBECUE (COLUMBUS, GA), TO PROVIDE CONCESSIONAIRE SERVICES AT THE COLUMBUS CONSOLIDATED GOVERNMENT CENTER COMPLEX.

WHEREAS, an RFP was administered (RFP No. 19-0013) and one (1) responsive proposal was received; and,

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

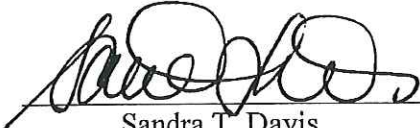
WHEREAS, the term of the contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the contractor and the City.


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 at the Columbus Consolidated Government Center Complex. The vendor will operate the cafeteria at their own expense.

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

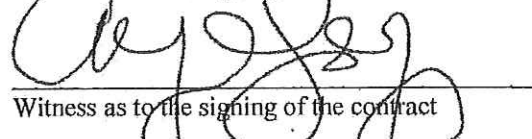

Sandra T. Davis
Clerk of Council

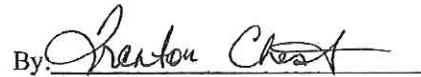

B.H. “Skip” Henderson, III
Mayor

CONTRACT SIGNATURE PAGE
CONCESSIONAIRE SERVICES AT GOVERNMENT CENTER
COMPLEX (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:  5/9/19
Signature of Authorized Representative Date

Trenton Chester owner
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 (700) 593-6944 Fax (700) 569-7432
(700) 221-2445

Company Payment Address

547 Veterans Parkway
Columbus, GA 31901

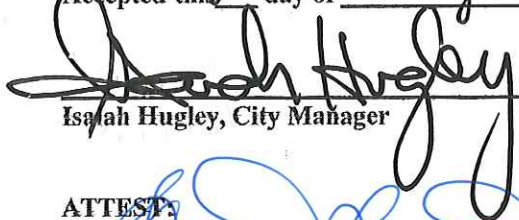
Contact: Trenton Chester


Contact Email trentonchester@aol.com

Telephone (700) 593-6944 Fax (700) 569-7432
(700) 221-2445

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this 21st day of August 2019


Isalah Hugley, City Manager

ATTEST:

Sandra T. Davis, Clerk of Council

APPROVED AS TO LEGAL FORM:


Clifton C. Fay, City Attorney

EXECUTION AUTHORIZED

By Resolution No. 238-19


Clerk of Council

COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL

EXHIBIT A

*Columbus Consolidated Government
Concessionaire Services at Government Center Complex
(Annual Contract)*

Business Requirements

RFP No. 19-0013

Occupation Tax

City of Columbus, Georgia

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

License #: 172223

Business Address:

CHESTER'S BARBEQUE
CHESTER, TRENTON M.
547 VETERANS PARKWAY
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

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

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

Account #: 06550201

Mailing Address:

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



Angelica 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.

2019

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-

Business Name:

CHESTER'S CAFE

Type of Occupation:

FULL SERVICE RESTAURANTS

Allowed Activities:

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



Angela 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.

ATTACHMENT D

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.
Chester's Ribs + BBQ Inc

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

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 31907

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								
[REDACTED]								

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 ► *Alexton Chest* Date ► 5/9/19

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.

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

Customer Support:

[Help](#)

1-866-890-3971

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 (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	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Scottsdale Insurance Company</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER B : FirstComp Insurance Company</td> <td style="text-align: center;">27626</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Company	41297	INSURER B : FirstComp Insurance Company	27626	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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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 INSD	SUBR WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	X COMMERCIAL GENERAL LIABILITY			CPS3237927	8/3/2019	8/3/2020	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
							MED EXP (Any one person) \$ 5,000			
							PERSONAL & ADV INJURY \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000			
OTHER:						\$				
B	AUTOMOBILE LIABILITY			MWC0117355-02	9/28/2018	9/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$			
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$			
							PROPERTY DAMAGE (Per accident) \$			
							\$			
							\$			
C	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$			
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$			
	<input type="checkbox"/> DED	<input type="checkbox"/>	RETENTION \$				\$			
							\$			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/28/2018	9/28/2019	PER STATUTE OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				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 (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
--	--



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	
	INSURER A : Infinity Casualty Insurance Company	
INSURED Chester, Trenton Marquette 3 Yosemite Ct Columbus, GA 31907	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.

INSTR	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

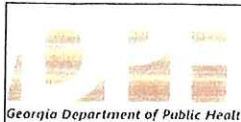
Concessionaire Serv for Parks & Rec
Columbus Consolidated Government
100 10th Street
Columbus, GA 30901

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

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GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report

Establishment Name: CHESTER'S RIB and BBQ INC.

Address: 547 VETERANS PKWY

City: Columbus Time In: 03 : 00 PM Time Out: 03 : 40 PM
Trenton M. Chester (exp.

Inspection Date: 06/13/2018 CFSM:01/13/2019

Purpose of Inspection: Routine Followup Initial
Issued Provisional Permit Temporary

Risk Type: 1 2 3 Permit#: 106-1105

Last Score	Grade	Date
100	A	05/31/17
Prior Score	Grade	Date
97	A	06/13/16

CURRENT SCORE	CURRENT GRADE
<h1>100</h1>	<h1>A</h1>
SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U=69	

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.

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 IN OUT NA NO Supervision 4 points	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5 IN OUT NA NO Cooking and Reheating of TCS Foods, Consumer Advisory 9 points	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1-2A. PIC present, demonstrates knowledge, performs duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 5-1A. Proper cooking time and temperatures	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1-2B. Certified Food Protection Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 5-1B. Proper reheating procedures for hot holding	<input type="checkbox"/>	<input type="checkbox"/>
2 IN OUT NA NO Employee Health, Good Hygienic Practices, Preventing Contamination by Hands 9 points	<input type="checkbox"/>	<input type="checkbox"/>	6 IN OUT NA NO Holding of TCS Foods, Date Marking of TCS Foods 9 points	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2-1A. Proper use of restriction & exclusion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 6-1A. Proper cold holding temperatures	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2-1B. Hands clean and properly washed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 6-1B. Proper hot holding temperatures	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2-1C. No bare hand contact with ready-to-eat foods or approved alternate method properly followed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 6-1C. Proper cooling time and temperature	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2-2A. Management knowledge, responsibilities, reporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 6-1D. Time as a public health control: procedures and records	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2-2B. Proper eating, tasting, drinking, or tobacco use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 6-2. Proper date marking and disposition	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2-2C. No discharge from eyes, nose, and mouth	<input type="checkbox"/>	<input type="checkbox"/>	7 IN OUT NA NO Highly Susceptible Populations 9 points	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2-2D. Adequate handwashing facilities supplied & accessible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 7-1. Pasteurized foods used: Prohibited foods not offered	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2-2E. Response procedures for vomiting & diarrheal events	<input type="checkbox"/>	<input type="checkbox"/>	8 IN OUT NA NO Chemicals 4 points	<input type="checkbox"/>	<input type="checkbox"/>
3 IN OUT NA NO Approved Source 9 points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 8-2A. Food additives: approved and properly used	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 3-1A. Food obtained from approved source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 8-2B. Toxic substances properly identified, stored, used	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 3-1B. Food received at proper temperature	<input type="checkbox"/>	<input type="checkbox"/>	9 IN OUT NA NO Conformance with Approved Procedures 4 points	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 3-1C. Food in good condition, safe, and unadulterated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 9-2. Compliance with variance, specialized process and HACCP plan	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 3-1D. Required records: shellstock tags, parasite destruction	<input type="checkbox"/>	<input type="checkbox"/>			
4 IN OUT NA NO Protection From Contamination 9 points	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> 4-1A. Food separated and protected	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> 4-1B. Proper disposition of returned, previously served, reconditioned, and unsafe food	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/> 4-2A. Food stored covered	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> 4-2B. Food-contact surfaces: cleaned & sanitized	<input type="checkbox"/>	<input type="checkbox"/>			

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	COS	R	Compliance Status	COS	R
10 OUT Safe Food and Water, Food Identification 3 points	<input type="checkbox"/>	<input type="checkbox"/>	14 OUT Proper Use of Utensils 1 point	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10A. Pasteurized eggs used where required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14A. In-use utensils: properly stored	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10B. Water and ice from approved source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14B. Utensils, equipment and linens: properly stored, dried, handled	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10C. Variance obtained for specialized processing methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14C. Single-use/single-service articles: properly stored, used	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10D. Food properly labeled; original container	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14D. Gloves used properly	<input type="checkbox"/>	<input type="checkbox"/>
11 OUT Food Temperature Control 3 points	<input type="checkbox"/>	<input type="checkbox"/>	15 OUT Utensils, Equipment and Vending 1 point	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 11A. Proper cooling methods used: adequate equipment for temperature control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 11B. Plant food properly cooked for hot holding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 15B. Warewashing facilities: installed, maintained, used; test strips	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 11C. Approved thawing methods used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 15C. Nonfood-contact surfaces clean	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 11D. Thermometers provided and accurate	<input type="checkbox"/>	<input type="checkbox"/>	16 OUT Water, Plumbing and Waste 2 points	<input type="checkbox"/>	<input type="checkbox"/>
12 OUT Prevention of Food Contamination 3 points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 16A. Hot and cold water available; adequate pressure	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 12A. Contamination prevented during food preparation, storage, display	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 16B. Plumbing installed; proper backflow devices	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 12B. Personal cleanliness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 16C. Sewage and waste water properly disposed	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 12C. Wiping cloths: properly used and stored	<input type="checkbox"/>	<input type="checkbox"/>	17 OUT Physical Facilities 1 point	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 12D. Washing fruits and vegetables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17A. Toilet facilities: properly constructed, supplied, cleaned	<input type="checkbox"/>	<input type="checkbox"/>
13 OUT Postings and Compliance with Clean Air Act 1 point	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17B. Garbage/refuse properly disposed; facilities maintained	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 13A. Posted: Permit/Inspection/Choking Poster/Handwashing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17C. Physical facilities installed, maintained, and clean	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 13B. Compliance with Georgia Smoke Free Air Act	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17D. Adequate ventilation and lighting; designated areas used	<input type="checkbox"/>	<input type="checkbox"/>
			18 OUT Pest and Animal Control 3 points	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/> 18. Insects, rodents, and animals not present	<input type="checkbox"/>	<input type="checkbox"/>

Person in Charge (Signature) _____ (Print) x _____ Date: _____
Inspector (Signature) _____ Follow-up: YES NO 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 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

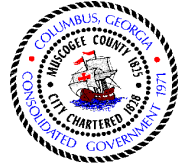
EXHIBIT B

*Columbus Consolidated Government
Concessionaire Services at Government Center Complex
(Annual Contract)*

Request for Proposals

RFP No. 19-0013

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 706-653-4109

April 15, 2019

<p>REQUEST FOR PROPOSALS:</p> <p>RFP NO. 19-0013</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 AT GOVERNMENT CENTER COMPLEX (ANNUAL CONTRACT)</p>
<p>GENERAL SCOPE</p>	<p>Provide the Columbus Consolidated Government (the City) concessionaire services at the Government Center Complex. The term of the contract will be three (3) years with the option to renew for two (2) additional twelve (12) month periods.</p>
<p>DUE DATE</p>	<p align="center"><u>DUE: MAY 10, 2019 – 5:00 PM (EST)</u></p> <p>Sealed proposal 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>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. 19-0013** for **Concessionaire Services at Government Center Complex** 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. 19-0013; CONCESSIONAIRE SERVICES AT GOVERNMENT
CENTER COMPLEX (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 AT GOVERNMENT
CENTER COMPLEX
(ANNUAL CONTRACT)
RFP No. 19-0013**

The Consolidated Government of Columbus, Georgia (the City) invites offerors to submit proposals to provide concessionaire services for Government Center Complex.

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: May 10, 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. 19-0013
Concessionaire Services for Government Center Complex
(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.

REQUEST FOR PROPOSAL SPECIFICATIONS

CONCESSIONAIRE SERVICES AT GOVERNMENT CENTER COMPLEX (ANNUAL CONTRACT)

1.0 INTRODUCTION/PURPOSE

1.1 The Columbus Consolidated Government (the “City”) is seeking proposals from all interested parties to provide concessionaire services at the Government Center Complex (“Complex”), located at 100 10th Street. The purpose of these services is to provide employees and visitors, to the Complex with access to basic foodstuffs and beverages at an economical cost.

1.2 Foodstuffs will include a variety of healthy and tasteful breakfast, lunch and snack selections.

1.3 For purpose of this agreement:

“Cafeteria” shall mean the Snack Bar area located on the first floor of the Government Center Tower and storage area assigned thereto.

“Complex” shall mean the Government Center Complex, including tower and east and west wings.

2.0 AWARD

2.1 Award will be based on cumulative total of menu items as proposed by the vendor, the quality of the food products offered, and the Concessionaire’s work history in an ongoing food/beverage restaurant and/or catering service.

2.2 A “Blind” taste test may be conducted prior to an award recommendation.

2.3 Additional items may be offered by the Concessionaire during the term of this contract upon approval.

3.0 CONTRACT TERM

3.1 The initial term of the contract will be for three (3) years with the option to renew for two (2) 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 **VENDOR INFORMATION**

COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION (SEE "QUESTIONS ABOUT THIS BID/PROPOSAL")

All questions must be submitted in writing by fax (706 653-4109) using the fax sheet enclosed in the bid package, or e-mail questions to krbertson@columbusga.org.

5.0 **ADDENDA AND EXPLANATIONS**

The vendor shall include acknowledgment of receipt of addenda (if applicable) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). **It is the vendor's responsibility to contact the City for copies of addenda if bid document is received from any source other than the City. It is also the vendor's responsibility to check the City's website (https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm) for copies of addenda if bid document is downloaded from the City's Website.**

Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each vendor. Every request for such explanation shall be in writing and addressed to the **Purchasing Manager**. Any verbal statements regarding same by any person, shall be unofficial and not binding on any party.

6.0 **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.**

7.0 **BUSINESS LICENSE**

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

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

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

8.0. **SCOPE**

- 8.1 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.
- 8.2 The Cafeteria shall include the use of area on the Ground Floor of the Government Center Complex, currently known as the Cafeteria.
- 8.3 Concessionaire shall conduct its said business in the Cafeteria. 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 Contract Manager. Additional items must be approved by the Contract Manager.
- 8.4 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.
- 8.5 The City covenants and agrees to grant to the Concessionaire free ingress and egress to the Complex cafeteria area.
- 8.6 Concessionaire will use a cash register provided by the City. The City shall have access to the cash register records. Concessionaire's employees will register all sales on these registers and keep cumulative readings in all registers. Cumulative readings will not be turned back or altered at any time for any reason whatsoever.
- 8.7 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, but in no event may the prices charged for the items specified in the Cost Proposal be increased without prior approval from the City.
- 8.8 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 cafeteria area. Flyers can also be distributed to the City's departments and offices.
- 8.9 This Cafeteria does not include the right to sale space for temporary or permanent signs, advertising any product in, on, or around the Cafeteria, the City reserving such right to itself.
- 8.10 Concessionaire covenants and agrees to:
 - 8.10.1 Procure at its sole expense such Permits and Licenses as may be required to conduct its business.

Listed below are some known required permits:

1. Fire Safety Inspection
2. Columbus Water Works - Food Service Industry Water Discharge Permit – Grease Trap Permit
3. Certificate of Liability Insurance
4. Health Department Inspections

5. Health Department Inspection Reports (Provide the last four health reports)
- 8.10.2 To pay at its sole expense all charges, fees and taxes as may be required.
- 8.10.3 To provide at its sole expense all equipment, supplies, materials, merchandise, transportation and labor necessary for the satisfactory operation of said Cafeteria, except for any particular items of which specific mention is made within this Agreement.
- 8.10.4 The Contractor must maintain Health Department Scores of 80 and above.
- 8.11 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.
- 8.12 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.
- 8.13 In the event of a total destruction of the Cafeteria 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 Cafeteria 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. Cafeteria fee will be prorated upon a partial or complete shutdown.
- 8.14 The 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 Cafeteria 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 factor terminate.
- 8.15 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 Cafeteria.
- 8.16 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:
- 8.16.1 Filing by concessionaire of a Voluntary Petition in Bankruptcy.

- 8.16.2 The commission by the Concessionaire of any acts which constitutes an act of bankruptcy.
- 8.16.3 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 Cafeteria described in this Agreement.
- 8.16.4 The abandonment or discontinuance of the operation of the Cafeteria described in this Agreement.
- 8.16.5 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.
- 8.16.6 The falsification by Concessionaire of its application, proposal, or any reports or documents received to be kept or submitted under this Agreement.
- 8.16.7 The indictment of Concessionaire or its Executive Officers for a felony.
- 8.16.8 Misrepresentations of products for sale, or unfair sales practices.
- 8.16.9 Discrimination against any employee or other person on account of race, color, sex, religious creed, ancestry, age or national origin.
- 8.17 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.
- 8.18 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.
- 8.19 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.
- 8.20 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.

9.0 OPERATIONAL SPECIFICATIONS

- 9.1 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 shall not have the right to make any charge for admission or administer a cover charge. Concessionaire agrees that at termination of this Agreement, by expiration, or otherwise, to return the Cafeteria to the City in a condition of first-class maintenance.

- 9.2 Concessionaire agrees to render courteous, efficient daily service to the public from 7:00 AM to 4:30 PM, five (5) days a week, Monday through Friday or for such hours as the City shall direct. Concessionaire may operate at other times during the term of this Agreement if approved by the City. Cafeteria may be closed on holidays observed by the City. Reduced service hours may be requested for certain holidays that are observed by City. Reduced service hours require the prior approval of the City.
- 9.3. Concessionaire agrees to keep the Cafeteria 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.
 - 9.3.1 Concessionaire is required to provide a daily, weekly and monthly cleaning schedule for the facility.
- 9.4 Concessionaire is allowed to park in the breezeway for loading and unloading only but cannot block the flow of traffic.
- 9.5 Concessionaire has examined and knows the condition of the premises and equipment, and will receive the same in reasonably 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.
- 9.6 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.
- 9.7 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 Cafeteria 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.
- 9.8 Concessionaire agrees that all permanent improvements to the Cafeteria become the property of the City unless otherwise specified herein.
- 9.9 The City shall be responsible for major building maintenance. Concessionaire shall be responsible for all other maintenance to the Cafeteria 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.
- 9.10 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.

- 9.11 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.
- 9.12 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. Uniforms to be worn by persons working on the leased premises shall be of such type as are ordinarily worn by employees doing like work in similar places of business.
- 9.13 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.
- 9.14 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.
- 9.15 Currently, there are approximately 250 City Personnel in the building on a daily basis. It is fully understood by the parties hereto that the City does not guarantee any number of visitors or employees to the City building and accepts no responsibility for lack of same for any reason other than may be herein set forth.
- 9.16 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.
- 9.17 Concessionaire agrees, upon termination of this Agreement, to return the Cafeteria Stand 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 conditions shall be complied with before Concessionaire will be released from its obligation as stipulated in the agreement:
 - 9.17.1 All debris, rubbish and discarded items must be removed from premises.
 - 9.17.2 The entire premises and facilities therein must be clean.
 - 9.17.3 The Cafeteria and equipment will be inspected by the City and approved according to statement of conditions and premises.
 - 9.17.4 If requested by the City, the interior of Cafeteria must be entirely painted with a color acceptable to the City.

- 9.18 The City shall not be responsible for the maintenance of access to the Cafeteria during inclement weather.
- 9.19 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.
- 9.20 The City shall be responsible for providing extermination service to the Cafeteria.
- 9.21 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 Cafeteria, 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.
- 9.22 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 Cafeteria or City's other properties, or to add to the comfort and convenience of Concessionaire's operations.
- 9.23 The City reserves the right to utilize outside caterer or concessionaire for events sponsored for employees and on other occasions as needed. Catered events for employees usually occur quarterly.

10.0 INVOICES AND REPORTS

- 10.1 Concessionaire agrees to furnish the City, as they are filed, copies of all tax returns relating to the operation by Concessionaire of the Cafeteria under the provisions thereof.
- 10.2 Concessionaire will, at the request of the City, provide the City with true and correct copies of the original invoices as issued by the seller for the purchase of any equipment or furnishing or constructing any cafeteria area improvements.

11.0 AUDITS

- 11.1 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.
- 11.2 Columbus Consolidated Government's internal auditor will have the right to inspect and audit the books and records of Concessionaire at all reasonable times during business hours.
- 11.3 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 or other items and as to the changes made therefore and the accountability of the revenue received there from.
- 11.4 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 or 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.

12.0 INDEMNIFICATION

12.1 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.

13.0 INSURANCE

13.1 The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (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 bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

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

13.2 Concessionaire hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance which will provided with proposal, or that it has duly filed a proper certificate of exemption from insurance with the Georgia Department of Labor and Industry.

13.3 Throughout the term of the Agreement the Concessionaire shall also maintain Fire Insurance with the comprehensive coverage upon Concessionaires furniture, fixtures, appliances, equipment, merchandise and stock in trade which are used, installed or stored in and at the premises covered by this Agreement. However, it is understood that in all cases Concessionaire is responsible for, and that the City's fire Insurance does not extend to Concessionaire's furniture, fixtures, appliances, equipment, merchandise and stock in trade which are used, installed or stored in or at the premises covered by the Agreement.

13.4 The Concessionaire has hereby remised, released and discharged 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.

- 13.5 All premiums shall be at the expense of the Concessionaire.
- 13.6 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.
- 13.7 The City at its mutual discretion may modify or waive any of the foregoing insurance requirements.

14.0 GENERAL LEGAL REQUIREMENTS

- 14.1 Concessionaire agrees not to assign this Agreement in whole or in part, or sub-contract any part of the Cafeteria 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 cafeteria 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.
- 14.2 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.
- 14.3 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.
- 14.4 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 cafeteria.
- 14.5 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 Cafeteria.
- 14.6 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.

- 14.7 And the Concessionaire hereby agrees to surrender the Cafeteria at the termination of this Agreement, without any notice whatsoever, and upon any proceeding instituted for the recovery of any commissions due, either by distress or otherwise. The Concessionaire waives the benefit or all appraisement, stay and exemption laws, the right of inquisition on real estate and all bankruptcy of insolvency laws now in force or hereafter passed. The Concessionaire further agrees to an orchestrated withdrawal of services, should such action be requested by the City, in order to facilitate a changeover in concessions operation. Said withdrawal shall be directed by the City in a manner consistent with a minimum disruption of services to the public.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 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 there under. 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.
- 14.12 Concessionaire warrants that it is not prohibited from entering into this Agreement.

15.0 SURVEY MENU ITEMS

- 15.1 The City performed a Survey of City employees to determine food and beverage items they would like to see offered by the Concessionaire. The following represents a listing of those items, which received at least a 42% affirmative vote (out of 209) employees responding to the survey. The items listed should be included in the menu. However, vendor can add to the menu or substitute comparable items.

Survey Menu Items

Beverages:	Sandwiches:	Hot Snacks:
Soft Drinks Juices Bottled Water Hot Chocolate Milk Apple Juice Coffee	Chicken Sandwiches Hamburgers Club Sandwiches Hot Dogs BLT Sandwich Cold Cut Sandwiches Steak Sandwiches Fish Sandwiches	Chicken Fingers Pizza Nachos Corn Dogs Baked Potatoes French Fries Onion Rings
Soup and Salads:	Breakfast Items:	Miscellaneous Items
Salads Potato Salad Soups	Biscuits Muffins Bacon Donuts Ham Eggs Toast Pancakes Sausage Hash Browns Waffles French Toast Cereal	Chips Ice Cream Assorted Candy Crackers Yogurt Pretzels Fruit

16.0 ISSUES/CLARIFICATIONS FROM PREVIOUS CONTRACT

1. ***Q. What equipment will be in the kitchen facility?***
 - A. The equipment will include: commercial side by side refrigerator, commercial four door freezer, two commercial deep fryers with recycle ability, commercial ice machine, commercial stove, commercial coffee machine and a commercial tea machine.
2. ***Q. What percentage of a vendor's earning does the City plan to be paid?***
 - A. The City does not plan to be paid a percentage of the vendor's earnings.
3. ***Q. The number of employees who will utilize the service.***
 - A. The City cannot determine how many employees will utilize the service.
4. ***Q. Cable for television would be good (to keep up with the news).***
 - A. The City has installed one flat screen television with local channels in the cafeteria.
5. ***Q. It is requested that the City provide two parking spaces for easy access for delivery.***
 - A. A parking space will be provided in the breezeway and close proximity to the kitchen entrance.
6. ***Q. Will there be a microwave in the facility?***
 - A. A microwave will be provided, if it is needed, to operate the cafeteria.
7. ***Parking*** - The awarded vendor will be provided with one swipe card for use in the 9th Street Parking Lot. Any additional employees will need to pay the \$2.00 fee.

8. **Hours of operation** - The hours of operation is from: 7:00 AM - 4:30 PM, five (5) days a week, M – F.
9. **How early may the vendor enter/accept deliveries utilizing the loading area under the breezeway?** - The loading area may be used up until 7:30 am, after that time all vehicles must be moved from the loading area.
10. **Who is responsible for maintenance?** - The vendor will be responsible for general maintenance of vents within the kitchen area and other equipment. The City will maintain the vents outside of the kitchen area.
11. **Grease Disposal** - The vendor will be responsible for proper grease disposal.
12. **Security** - The City will provide keys and ID badges for cafeteria employees.
13. **Price increases** - Price increases will be negotiated on a case-by-case basis.
14. **Cable** – See question #4.
15. **Cleanliness** - The cafeteria will be clean at all times.
16. **Food Warmer** - The City will provide a food warmer.
17. **Small wares & Serving Utensils** - Contracted vendor shall provide cooking utensils and all serving utensils. The vendor shall also provide all paper and/or plastic ware.

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, and include the name of contact person(s) during this proposal process. An authorized agent of the firm must sign the 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

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.** (https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm)

Section 4: Experience/Qualifications

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

Section 5: Client Work History

Provide at least five (5) references for whom the firm has provided similar services. Include entity name, phone number, fax number, email address and contact name.

Section 6: Service Plan

Provide the following:

- A. Menu items with proposed costs
 - Include descriptions of items, sizes etc...
- B. Provide proposed cost for Breakfast combo meal and a Lunch combo meal. Combo meals should consist of the following:
 - ***Breakfast combo meal:** Include 2 eggs, meat, grits, bread and a drink.
 - ***Lunch combo meal:** Include meat, 2 vegetables, bread and a drink.
 - **The offeror is encouraged to propose additional Breakfast or Lunch combo meals.*
- C. Provide a written narrative that demonstrates the method or manner in which the offeror proposes to satisfy the requirements of this RFP.
- D. Provide proposed discount cost for all City employees of at least 10 – 15%, or more, for all food and beverage purchases.
- E. Provide a daily, weekly and monthly cleaning schedule for the facility.

Section 7: Optional Services

The Offeror may propose any optional services they would like to provide to enhance the food service at the Government Center Cafeteria.

Section 8: Contract Signature Page

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

PART B: BUSINESS DOCUMENTS

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

BUSINESS REQUIREMENTS:

1. Provide Insurance Checklist (Attachment C)
2. W-9 Form (Attachment D)
3. Provide copy of a current valid business license.

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

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager, at telephone 706-225-3091.

18.0 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	25%
B. Client Work History	25%
C. Service Plan	50%

Each of the above criteria (A - C) 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 AT GOVERNMENT CENTER
COMPLEX (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

Print Name and Title of Signatory

(Corporate seal, if applicable)

Company: _____

Company Ordering Address

Company Payment Address

Contact: _____

Contact: _____

Contact Email _____

Contact Email _____

Telephone _____ Fax _____

Telephone: _____ Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ___ day of _____ 20__

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

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

**VENDOR INFORMATION REGARDING
GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE**

and

**House Bill 87, also known as,
The Illegal Immigration Reform and Enforcement Act
of 2011**

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

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

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

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

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

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

Information is available at:

http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm

"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 AT GOVERNMENT CENTER COMPLEX; RFP No. 19-0013

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 at Government Center Complex; RFP No. 19-0013

Name of Project

Columbus Consolidated Government

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(City), _____(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

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

(Name of Contractor)

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

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

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Concessionaire Services at Government Center Complex; RFP No. 19-0013

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: _____

ATTACHMENT C

INSURANCE CHECKLIST

RFP NO. 19-0013

CONCESSIONAIRE SERVICES AT GOVERNMENT CENTER COMPLEX (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	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
	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	

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
	22. Pollution	\$2 Million per occurrence/claim	
X	23. Carrier Rating shall be Best's Rating of A-VII or its equivalent		
X	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	25. The City shall be named Additional Insured on all policies		
X	26. Certificate of Insurance shall show Bid Number and Bid Title		

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

BIDDER'S STATEMENT:

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

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

*****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**

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

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.

Social security number												
				-				-				
or												
Employer identification number												
				-								

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.

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), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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*

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 at Government Center Complex
RFP No. 19-0013

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. 19-0013 – Concessionaire Services at Government Center Complex

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

SOLICITATION TITLE: **Concessionaire Services at Government Center Complex**
SOLICITATION NUMBER: **RFP No. 19-0013**
DUE DATE: **May 10, 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, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.gov

April 18, 2019

Addendum No. 1
Concessionaire Services at Government Center Complex
(Annual Contract)
RFP No. 19-0013

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. ATTACHMENT E

Respondents must complete and include the attached ATTACHMENT E 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. Addendum Acknowledgement

Indicate that your company has received this Addendum in the appropriate areas and include with sealed Bid. **Failure to acknowledge receipt of this addendum may render your Proposal "Incomplete"**.

Andrea J. McCorvey,
Purchasing Division Manager

ATTACHMENT E

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

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

May 6, 2019

Addendum No. 2 Concessionaire Services at Government Center Complex (Annual Contract) RFP No. 19-0013

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. SPECIFICATION CHANGE

Request for Proposal Specifications, page 16, section 8.0 Scope, has been amended. All sub-sections have been re-numbered to accommodate the inclusion of the following:

8.8 The Concessionaire may be called upon to provide services for City-funded events, to include but not limited to: Public Service Recognition Week (PSRW), which is typically held the second week in May and culminates with a lunch for all City employees on that Friday. On these occasions, the City will request a quote for the specific event.

See **8.0 SCOPE – REVISED** (attached).

II. Addendum Acknowledgement

Indicate that your company has received this Addendum in the appropriate areas and include with sealed Proposal. **Failure to acknowledge receipt of this addendum may render your Proposal “Incomplete”.**

Andrea J. McCorvey,
Purchasing Division Manager

8.0. SCOPE - REVISED

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- 8.2 The Cafeteria shall include the use of area on the Ground Floor of the Government Center Complex, currently known as the Cafeteria.
- 8.3 Concessionaire shall conduct its said business in the Cafeteria. 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 Contract Manager. Additional items must be approved by the Contract Manager.
- 8.4 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.
- 8.5 The City covenants and agrees to grant to the Concessionaire free ingress and egress to the Complex cafeteria area.
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- 8.9 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 cafeteria area. Flyers can also be distributed to the City's departments and offices.
- 8.10 This Cafeteria does not include the right to sale space for temporary or permanent signs, advertising any product in, on, or around the Cafeteria, the City reserving such right to itself.
- 8.11 Concessionaire covenants and agrees to:
 - 8.11.1 Procure at its sole expense such Permits and Licenses as may be required to conduct its business.

Listed below are some known required permits:

1. Fire Safety Inspection

2. Columbus Water Works - Food Service Industry Water Discharge Permit – Grease Trap Permit
 3. Certificate of Liability Insurance
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 5. Health Department Inspection Reports (Provide the last four health reports)
- 8.11.2 To pay at its sole expense all charges, fees and taxes as may be required.
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- 8.11.4 The Contractor must maintain Health Department Scores of 80 and above.
- 8.12 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.
- 8.13 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.
- 8.14 In the event of a total destruction of the Cafeteria 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 Cafeteria 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. Cafeteria fee will be prorated upon a partial or complete shutdown.
- 8.15 The 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 Cafeteria 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 factor terminate.
- 8.16 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 Cafeteria.
- 8.17 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:

- 8.17.1 Filing by concessionaire of a Voluntary Petition in Bankruptcy.
- 8.17.2 The commission by the Concessionaire of any acts which constitutes an act of bankruptcy.
- 8.17.3 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 Cafeteria described in this Agreement.
- 8.17.4 The abandonment or discontinuance of the operation of the Cafeteria described in this Agreement.
- 8.17.5 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.
- 8.17.6 The falsification by Concessionaire of its application, proposal, or any reports or documents received to be kept or submitted under this Agreement.
- 8.17.7 The indictment of Concessionaire or its Executive Officers for a felony.
- 8.17.8 Misrepresentations of products for sale, or unfair sales practices.
- 8.17.9 Discrimination against any employee or other person on account of race, color, sex, religious creed, ancestry, age or national origin.
- 8.18 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.
- 8.19 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.
- 8.20 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.
- 8.21 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.

EXHIBIT C

*Concessionaire Services at Government Center Complex
(Annual Contract)*

*Chester's Barbeque
Submission*



Concessionaire Services at Government Center Complex (Annual Contract)

Proposal: Response to RFP No. 19-0013
Submitted to: Columbus Consolidated Government (Purchasing Division)
Submit Date: May 10, 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:** Optional Services
- Section 8:** Contract Signature Page
- Section 9:** Business Requirements Documents



May 10, 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. 19-0013 – Concessionaire Services at Government Center Complex

Dear Ms. Biddle:

Chester's Ribs & BBQ, Inc. is pleased to submit our proposal through this transmittal letter to the Columbus Consolidated Government in response to RFP No. 19-0013 for Concessionaire Services at the Government Center Complex. Chester's is proud of its partnership with the Columbus Consolidated Government for the last five years as the concessionaire services vendor for Parks & Recreation Sports Facilities. This valuable experience has allowed us to fully understand and appreciate your requirements and uniquely qualify us for this new opportunity.

Chester's has demonstrated that we are a trusted and reliable vendor and partner. We are tremendously proud of the quality service and meals we have provided as the concessionaire services vendor for Parks & Recreation Sports Facilities. 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.

Since 1939, Chester's Ribs & BBQ, Inc. has been a well-respected and leading foodservice provider within the community. 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.

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.

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.

We believe that our response meets the requirements as specified by the Columbus Consolidated Government. 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:

1. Transmittal Letter
2. Affidavit for E-Verify/Georgia Security and Immigration Compliance Act
3. Addenda Acknowledgement
4. Experience/Qualifications
5. Client Work History
6. Service Plan
7. Optional Services
8. Contract Signature Page

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 Company ID Number (numerical, 4-7 digits) 12/19/2014 Date of Authorization
****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

5/9/19
Date of Authorization

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

CONCESSIONAIRE SERVICES AT GOVERNMENT CENTER COMPLEX; RFP No. 19-0013
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 May 9, 2019 in Columbus (City), GA (State).

[Signature]
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 9 DAY OF May, 2019.

[Signature]
NOTARY PUBLIC

My Commission Expires:
September 27, 2020

Shkela Gay
Notary Public, Muscogee County
Commission Expires September 27, 2020
State of Georgia

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.



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 18, 2019

Addendum No. 1
Concessionaire Services at Government Center Complex
(Annual Contract)
RFP No. 19-0013

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. ATTACHMENT E

Respondents must complete and include the attached ATTACHMENT E with Section I: 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. Addendum Acknowledgement

Indicate that your company has received this Addendum in the appropriate areas and include with sealed Bid. **Failure to acknowledge receipt of this addendum may render your Proposal "Incomplete"**.

Andrea J. McCorvey,
Purchasing Division Manager

ATTACHMENT E

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: 

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

May 6, 2019

Addendum No. 2
Concessionaire Services at Government Center Complex
(Annual Contract)
RFP No. 19-0013

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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 Rib's & 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 black ink that reads "Jon Dorman". The signature is written in a cursive style with a large initial "J".

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



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)

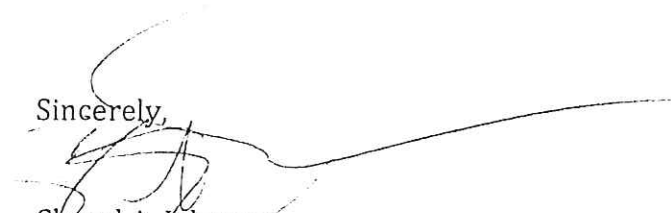
Dear Miss McCorvey,

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

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

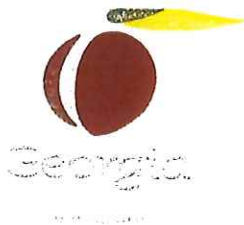
Dr. Curtis Sorenson
Medical Officer

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



#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



Muscoogie 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 disable. 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 Muscoogie 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 successfully manage concessionaire services for the Government Center Complex, Chester's Ribs & BBQ Inc. will employ a strategic plan that will include building upon best practices and lessons learned during our contract period as the concessionaire services provider for Parks and Recreation Sports Facilities and years of catering an restaurant experience. Our strategic plan will consist of daily logistical preparation to include coordinating with staff and vendors/suppliers as required.

We will closely communicate on a regular basis with the Government Center Complex facilities staff to stay abreast of any facility changes and employee needs which will allow for effective planning on a daily basis. This will allow our team to develop a schedule to appropriately plan for staffing needs and food supply.

Prior to our initial start, Chester's will conduct a walk-through of the foodservice area within the complex with staff members who have been identified and scheduled to work to ensure they are familiar with the facility including directions, location, parking and the onsite layout. Staff will then be debriefed each day on quality service expectations, required uniforms, and their specific roles and areas of assignment. An important key learning that we will implement regarding staffing will include ensuring the correct minimum required staff is in place to serve each day.

Suppliers will be notified of our food supply needs in a timely manner to ensure notice. 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. Another key learning from our current experience that will be implemented will include ordering an excess food supply in the event more items are needed than anticipated. **See enclosed document on following page including menu items, proposed costs with employee discount pricing, item descriptions and sizes.**

Chester's will arrive early each day to begin setup with the appropriate number of employees including having backup employees on standby in case a team member cancels. Food will be prepared in a timely manner allowing for efficient setup onsite. Finally, we will continue to conduct a best practices evaluation and assessment to identify opportunities to enhance service at future events.

Cleaning Schedule:

Chester's will conduct a daily cleaning schedule ensuring the foodservice area is properly cleaned and presentable for employees for each meal.



Monday

Hamburger Steak
Spaghetti
Black-eyed Peas
Lima Beans
Mashed Potatoes

Green Beans
Rice & Gravy
Fried Okra
Collards
BBQ sandwich

Whole Kernel Corn
Potato Salad
Macaroni and Cheese
White Bread
Corn bread

Tuesday

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

Lima Beans
Cabbage
Field Peas
Mashed Potatoes
Rice and Gravy

Green Beans
Potato Salad
Broccoli
Fried Okra
Broccoli Rice Casserole

BBQ sandwich
White bread
Corn Bread

Wednesday

Baked Chicken
Fried Chicken
Turnips
Collards
Macaroni and Cheese

Cornbread Dressing
Yams
Lima Beans
Squash
BBQ sandwich

Potato Salad
Green Beans
White Bread
Corn bread

Thursday

Meat Loaf
Fried or Baked Chicken
Collards
BBQ sandwich

Mashed Potatoes
Fried Okra
Macaroni and Cheese
White Bread

Green Beans
Potato Salad
Rice and Gravy
Corn Bread

Friday

Fish
BBQ Chicken
Collards
Rice and Gravy
BBQ sandwich

Fries
Cole Slaw
Macaroni and Cheese
Hush Puppies
Fried okra

Green Beans
Potato Salad
Baked Beans
Mashed Potatoes
White Bread
Corn Bread



Meals

Meal	Regular Price	Employee Discount Price
1 meat / 2 sides, bread, drink	\$7.00	\$ 6.30
1 meat / 3 sides, bread, drink	\$ \$8.00	\$7.20
Vegetable plate with bread (drink not included)	\$4.99	\$4.49
Ribs plate, slaw, sauce, bread	\$8.00	\$ 7.20
Chip Plate, slaw, sauce, bread	\$7.00	\$ 6.30

Ala Carte Items

Menu Item	Regular Price	Employee Discount Price
Hot Dogs	\$2.00	\$1.80
Chili Dogs	\$2.50	\$2.25
Hamburgers	\$3.00	\$2.70
Turkey Burgers	\$4.00	\$3.60
Chicken Sandwich	\$3.00	\$2.70
French Fries	\$2.00	\$1.80
Chip Sandwich	\$4.00	\$3.60
Chicken Tenders	\$3.00	\$2.70
Chicken Tenders with Fries	\$5.00	\$4.50
Cold Cut Sandwich	\$3.00	\$2.70
Garden Chef Salad	\$4.49	\$4.05
Corn Dogs	\$2.00	\$1.80
Desserts	\$2.50	\$2.25
Drinks	\$1.25	\$1.13

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



Breakfast Menu

Grits, 2 Eggs, Toast or Biscuit with your choice of meat and beverage

2 Sausages or Turkey Patties, 1 Smoked Sausage Link, 3 PCs Bacon

\$4.99 w/ employee discount \$ \$4.89

Sausage Pattie (turkey or pork) and Biscuit

\$1.00 w/ employee discount \$.90

Smoked Sausage Link, Bacon

\$1.84 w/ employee discount \$1.80

Add Egg

\$.60 extra / Cheese \$.50 extra

Individual Items

Hash brown: \$.75 w/ discount \$.90

Boiled Egg: \$.60 w/ discount \$.27

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

Apple Juice: \$1.00 w/ discount \$.90

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



Coffee

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

Lg. - \$1.00 w/ discount .90

Hot Chocolate

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

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

Bottled Water \$ 1.08 w/ discount \$.98

Bottled soda \$1.65 w/discount \$1.58

16oz Fountain Drink/ Tea/Lemonade \$1.25 w/ discount \$1.13

Bowl of Grits or Oatmeal: \$1.10 w/ discount \$.90

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

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



Optional Services

Chester's Ribs & BBQ, Inc acknowledges section 7 for optional services to enhance the food service at the Government Center cafeteria. We are confident in our ability to fulfill the requirements of this contract by providing quality food items and customer service as provided as is within the proposal utilizing the existing parameters. Chester's agrees to be bound by all the provisions outlined in this proposal as submitted.



Business Requirements

In adherence to the proposal submission requirements for RFP No. 19-0013, please see separate envelope enclosed with a copy of the following documents:

- A. Insurance Checklist (Attachment C)
- B. W-9 (Attachment D)
- C. Business License

ATTACHMENT C

INSURANCE CHECKLIST

RFP NO. 19-0013

**CONCESSIONAIRE SERVICES AT GOVERNMENT CENTER COMPLEX
(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	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
	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	

Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
14. Medical Malpractice	\$1 Million per occurrence/claim	
15. Medical Professional Liability	\$1 Million per occurrence/claim	
16. Dishonesty Bond		
17. Builder's Risk	Provide Coverage in the full amount of contract	
18. XCU (Explosive, Collapse, Underground) Coverage		
19. USL&H (Long Shore Harbor Worker's Compensation Act)		
20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
22. Pollution	\$2 Million per occurrence/claim	
<input checked="" type="checkbox"/> 23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<input checked="" type="checkbox"/> 24. 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"/> 25. The City shall be named Additional Insured on all policies		
<input checked="" type="checkbox"/> 26. Certificate of Insurance shall show Bid Number and Bid Title		

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

BIDDER'S STATEMENT:

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

BIDDER NAME: Chester's Ribs + BBQ, Inc

AUTHORIZED SIGNATURE: 

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

EXHIBIT D

*Concessionaire Services at Government Center Complex
(Annual Contract)*

*Chester's Barbeque
Clarification Documents*

Heather A Biddle

From: Heather A Biddle
Sent: Wednesday, July 17, 2019 12:03 PM
To: trentonchester@aol.com
Subject: Clarification Request - RFP 19-0013; Concessionaire Services at Government Center Complex
Attachments: 20190717120919036.pdf

Mr. Chester,

Regarding the proposal received for the Government Center Concessionaire, the evaluation committee has requested a clarification. Please see attached letter.

If you have any questions, please feel free to reach out to me.

Thank you,
Heather

Heather Biddle

Buyer I
Columbus Consolidated Government
Finance Department | Purchasing Division
100 10th Street, 5th Floor | Columbus GA 31901
M: 706.225.4087 | O: 706.225.3071 | F: 706.225.3033
Biddle.heather@columbusga.org

Procurement Opportunities



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
www.columbusga.gov

July 17, 2019

Mr. Trenton Chester
Chester's Barbecue
547 Veterans Parkway
Columbus, GA 31901

Subject: Concessionaire Services at Government Center Complex (Annual Contract); RFP
No. 19-0013

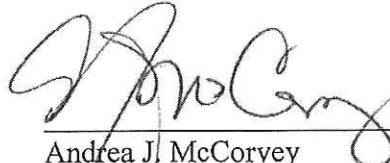
Dear Mr. Chester,

Thank you for submitting a proposal for the above referenced RFP. After a preliminary review of your proposal, the Evaluation Committee has requested the following clarification(s):

1. Your proposal lists several lunch selections each day, will all of these selections be available each day? Is it possible to have a specific main lunch menu per day?
2. Will all food items be prepared fresh on-site; or will items be prepared at an off-site location and transported to the Government Center?
3. Will the salad bar be available as a daily lunch option?

Please forward the requested information to Heather Biddle, Buyer, via email to: biddle.heather@columbusga.org, or fax: 706.225.3033, by 4:00 PM on Friday, July 19, 2019. If the information is not received by said time, your original submission may be deemed non-responsive to the RFP requirements.

Sincerely,



Andrea J. McCorvey
Purchasing Manager

Heather A Biddle

From: trentonchester@aol.com
Sent: Friday, July 19, 2019 8:27 AM
To: Heather A Biddle
Subject: [EXTERNAL] Re: Clarification Request - RFP 19-0013; Concessionaire Services at Government Center Complex
Attachments: ChestersBBQ-Concessionaire_Services-No19-0013 -Responses.pdf;
daily_menu_for_government_center (02) (003).pdf

Hello,

Please see the attached clarification request.

If you have any questions or concerns, please feel free to contact me.

Thank you.

V/R,
Toya

Trenton Chester

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

From: Heather A Biddle <Biddle.Heather@columbusga.org>
To: trentonchester@aol.com <trentonchester@aol.com>
Sent: Wed, Jul 17, 2019 12:02 PM
Subject: Clarification Request - RFP 19-0013; Concessionaire Services at Government Center Complex

Mr. Chester,

Regarding the proposal received for the Government Center Concessionaire, the evaluation committee has requested a clarification. Please see attached letter.

If you have any questions, please feel free to reach out to me.

Thank you,

Heather

Heather Biddle

Buyer I

Columbus Consolidated Government

Finance Department | Purchasing Division

100 10th Street, 5th Floor | Columbus GA 31901

M: 706.225.4087 | O: 706.225.3071 | F: 706.225.3033

Biddle.heather@columbusga.org

Procurement Opportunities





July 18, 2019

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

RE: Concessionaire Services at Government Center Complex (Annual Contract)- RFP No. 19-0013

Dear Ms. Biddle:

Thank you for reviewing our proposal submission for concessionaire services at the Government Center Complex.

In response to your questions received on July 17, please see below answers regarding our menu and plan for food preparation:

- 1) Chester's Ribs & BBQ, Inc. will provide a specific main lunch menu per day. Please find enclosed the proposed daily menu.
- 2) Our staff will prepare food daily fresh on-site. The only exceptions are items that are required to be cooked on our restaurant grill pit. We will limit these items to ribs and smoked Boston pork butt only. Both menu items will be prepared fresh daily and immediately transported from our Veteran's Parkway restaurant location which is within a 1-mile radius of the Government Center Complex.
- 3) The salad bar will be made available as a daily lunch option. Chester's Ribs & BBQ will however, strictly adhere to any food recalls enforced by the government ensuring health and safety regulations are met.

We remain confident in our ability to fulfill the requirements of this contract. Chester's agrees to be bound by all the provisions outlined in the proposal.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Trenton Chester". The signature is fluid and cursive, with the first name being more prominent.

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



DAILY MENU

Monday

MEATS/SANDWICHES	SIDES	BREAD
Hamburger Steak	Mashed Potatoes	White
Fried Chicken	Rice and Gravy	Corn Bread
Baked Chicken	Green Beans	
BBQ Sandwich	Corn	

Tuesday

MEATS/SANDWICHES	SIDES	BREAD
Fried Pork Chops	Vegetables	White
Baked Pork Chops	Rice and Gravy	Corn Bread
BBQ Sandwich		

Wednesday

MEATS/SANDWICHES	SIDES	BREAD
Baked Chicken	Cornbread Dressing	White
Fried Chicken	Yams	Corn Bread
BBQ Sandwich	Field Peas	
	Macaroni and Cheese	
	Collards	

Thursday

MEATS/SANDWICHES	SIDES	BREAD
Fried Chicken	Green Beans	White
Baked Spaghetti	Corn	Corn Bread
BBQ Sandwich		

Friday

MEATS/SANDWICHES	SIDES	BREAD
Fish	Fries	White
Hot Wings	Coleslaw	Corn Bread
Ribs	Hush Puppies	
BBQ Sandwich	Fried Okra	
	Baked Beans	
	Potato Salad	

PRICES

Meal	Cost	Employee Discount
1 meat; 2 sides; bread and drink	\$7.00	\$6.30
1 meat; 3 sides; bread and drink	\$8.00	\$7.20
Vegetable Plate with bread	\$4.99	\$4.49
Ribs plate, slaw, sauce with bread	\$8.00	\$7.20
Chip Plate, slaw, sauce with bread	\$7.00	\$6.30

Food Item	Cost	Employee Discount
Hot dogs	\$2.00	\$1.80
Chili Dogs	\$2.50	\$2.25
Turkey Burgers	\$4.00	\$2.70
Chicken Sandwich	\$3.00	\$2.70
French Fries	\$2.00	\$1.80
Chip Sandwich	\$4.00	\$3.60
Chicken Tenders	\$3.00	\$2.70
Chicken Tenders/Fries	\$5.00	\$4.50
Cold Cut Sandwiches	\$3.00	\$2.70
Salad (Garden/Chef)	\$4.49	\$4.05
Corn Dogs	\$2.00	\$1.80
Desserts	\$2.50	\$2.25
Drinks (16 oz. tea)	\$1.25	\$1.13

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