

# CONTRACT

THIS CONTRACT, executed this 2nd day of Feb. 2017, by and between the *Consolidated Government of Columbus, Georgia*, hereinafter called the "City", and *Casey's Enterprises, Inc. d/b/a Bikes & Beyond* 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 is the most advantageous and responsible bidder to occupy *The Retail Space for Park and Ride location, located at 3690 Manchester Expressway Location (RFP No. 17-0009)* and was awarded the Contract by Columbus City Council on Tuesday, January 24, 2017, Resolution No. 22-17 for the period of one year, with the option to renew for four additional twelve month period for furnishing the same in accordance with specifications prepared by the City and the proposal 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 to be provided, and meet all other requirements or conditions imposed, all strictly in accordance with the attached agreement, City's Request for Proposal, dated September 14, 2016 (and all addenda thereto), Contractor's Proposal dated October 22, 2016 including all negotiation documents, which are attached hereto as exhibits "A", "B" & "C", respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.
3. On the faithful performance of this Contract by the Contractor, the City will receive a \$50.00 per month lease fee in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part of.



# APPENDIX D

## CONTRACT SIGNATURE PAGE RETAIL SPACE FOR PARK AND RIDE AT THE TALENTION ROAD/MANCHESTER EXPRESSWAY LOCATIONS (ANNUAL CONTRACT)

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

*[Signature]*  
Witness as to the Contractor

*[Signature]*  
Witness as to the Contractor  
(Corporate Seal)

*[Signature]*  
Signature of Authorized Representative

*[Signature]*  
Print Name and Title of Signatory

*[Signature]*  
Business Name

506 Manchester EXPR Suite C Columbus GA 31904  
Business Address

77-0612261  
FAX Number

706-457-7573  
Telephone Number

706-457-9578  
Fax Number

*[Signature]*  
Email Address

CONSOLIDATED GOVERNMENT OF  
COLUMBUS, GEORGIA

Accepted this *2nd* day of *February*, 2019

*[Signature]*  
Clerk of Court, City of Columbus

*[Signature]*  
Attest:

*[Signature]*  
Clerk of Court, City of Columbus

APPROVED AS TO LEGAL FORM

*[Signature]*  
Clerk of Court, City of Columbus

EXECUTION AUTHORIZED

By Resolution No. *2247*

*[Signature]*

COMPLETION AND RETURN THIS PAGE WITH SIGNATURES



A RESOLUTION  
NO. 22-17

C.M. 01-24-17(7)(B)  
22-17

**A RESOLUTION AUTHORIZING THE CONTRACT WITH CASEY'S ENTERPRISES, INC. D/B/A BIKES & BEYOND (FORT BENNING, GA), TO OCCUPY THE RETAIL SPACE WITHIN THE (RAILS-TO-TRAILS) FALL LINE TRACE PARK AND RIDE LOCATION AT 3690 MANCHESTER EXPRESSWAY**

**WHEREAS**, an RFP was administered (RFP No. 17-0009) and one (1) proposal was received; and,

**WHEREAS**, in accordance with Section 3-108, Item H of the Procurement Ordinance, the Purchasing Division performed due diligence by conducting a survey of non-responsive firms to determine if it was necessary to revise the specifications to encourage more competition. Based on the responses to the survey, the Purchasing Division determined that revision was not required; and,

**WHEREAS**, the proposal submitted by Casey's Enterprises, Inc. d/b/a Bikes & Beyond, met all proposal requirements; and,

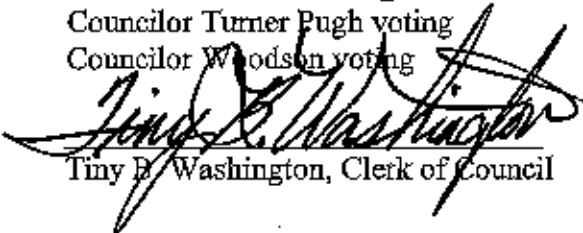
**WHEREAS**, the term of the contract shall be for one (1) year, with the option to renew for four (4) additional twelve-month period. Contract renewal is contingent upon the mutual agreement of the contractor and the City.

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

That the City Manager is hereby authorized to enter into a contract with Casey's Enterprises, Inc. d/b/a Bikes & Beyond to occupy the retail space within the *(Rails-to-Trails)* Fall Line Trace Park and Ride location at 3690 Manchester Expressway. Revenue from the lease payments will be deposited: General Fund – Government Wide Revenue – Rental Lease/Income; 0101-099-1999-REVN-4878.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 24th day of January 2017 and adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting	<u>YES</u>
Councilor Baker voting	<u>YES</u>
Councilor Barnes voting	<u>YES</u>
Councilor Davis voting	<u>YES</u>
Councilor Garrett voting	<u>YES</u>
Councilor Henderson voting	<u>YES</u>
Councilor Huff voting	<u>YES</u>
Councilor Thomas voting	<u>YES</u>
Councilor Turner Pugh voting	<u>YES</u>
Councilor Woodson voting	<u>YES</u>

  
Tiny B. Washington, Clerk of Council

  
Teresa Pike Tomlinson, Mayor



## BUSINESS REQUIREMENTS

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

These documents have been filed in the Purchasing Division

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

Please contact Purchasing to view these documents at ext: \_\_\_\_\_





**EXHIBIT B**

***Columbus Consolidated Government  
Request for Proposal***

*Retail Space for Park & Ride at the  
Talbotton/Manchester Expressway Locations*

*(Annual Contract)*

*RFP No. 17-0009*



# COLUMBUS CONSOLIDATED GOVERNMENT

*Georgia's First Consolidated Government*



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## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340  
Columbus, Georgia 31902-1340  
706.653-4105, FAX 706.653-4109  
[www.columbusga.org](http://www.columbusga.org)

November 29, 2016

Casey's Enterprises, Inc., d/b/a Bikes & Beyond  
Attn: Mr. Raymond C. Casey  
9230 Marne Road  
Fort Benning, GA 31905

706 687-9578

Re: Retail Space for Park and Ride at the Talbotton Road/Manchester Expressway Locations  
(Annual Contract) RFP No. 17-0009

Dear Mr. Casey:

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

1. What will be the procedure for business operation in case of inclement weather?

Please forward your response to the clarification request above to the Purchasing Division by 12:00 p.m. Thursday, December 1, 2016. Please respond by e-mail [krobertson@columbusga.org](mailto:krobertson@columbusga.org) or fax (706) 653-4109 to the attention of Kevin Robertson.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea J. McCorvey", is written over a horizontal line.

Andrea J. McCorvey  
Purchasing Division Manager



**COLUMBUS CONSOLIDATED GOVERNMENT**  
*Georgia's First Consolidated Government*



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706-653-4105, FAX 706-653-4109

*October 18, 2016*

**ADDENDUM: NUMBER ONE**

**Subject: RFP NO. 17-0009**  
***Retail Space for Park and Ride at the Talbotton Road/Manchester***  
***Expressway Locations (Annual Contract)***

*Acknowledgment of receipt of each Addendum must be included with sealed proposal. Initial and include a copy of each Addendum with proposal.*

**INITIAL:** \_\_\_\_\_ **FIRM:** \_\_\_\_\_

***VENDORS ARE INFORMED THAT THE REFERENCED BID IS HEREBY  
MODIFIED, CORRECTED OR SUPPLEMENTED AS SPECIFIED, DESCRIBED  
AND SET FORTH IN THIS ADDENDUM.***

***The City did not receive any responses to the RFP. Therefore, the proposal due date is  
extended; sealed proposals are due no later than 5:00 PM on Wednesday, October 26,  
2016.***

*Andrea J. McCorvey*  
*Purchasing Division Manager*



# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706-653-4105, Fax 706-653-4109  
BidLine 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

Date: September 14, 2016

<b>REQUEST FOR PROPOSALS:</b>  RFP No. 17-0009	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:  <b>RETAIL SPACE FOR PARK AND RIDE AT THE TALBOTTON ROAD/MANCHESTER EXPRESSWAY LOCATIONS (ANNUAL CONTRACT)</b>
<b>GENERAL SCOPE</b>	The Columbus Consolidated Government seeks a retail/service business to occupy space within the ( <i>Rails-to-Trails</i> ) Park and Ride locations. The buildings are located at 1401 Talbotton Road and 3690 Manchester Expressway (See attached site plan). Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses. Suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas sales), newsstand or other similar service. The two locations may be leased separately.
<b>DUE DATE</b>	<b><u>Due: OCTOBER 14, 2016 – 5:00 PM (EST)</u></b>  Sealed proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5 <sup>th</sup> Floor, Government Center, 100 Tenth Street, Columbus, Georgia.
<b>HOW TO OBTAIN SPECIFICATIONS AND ADDENDA</b>	<b><u>IMPORTANT INFORMATION</u></b>  Any addenda for this project will be posted on the web page of the Finance Department/Purchasing Division ( <a href="http://http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm">http://http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm</a> ). It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
<b>NO PROPOSAL SUBMISSION</b>	<i>If you are not interested in this invitation please email <a href="mailto:krobertson@columbusga.org">krobertson@columbusga.org</a> or complete the form on the back of this sheet and fax to 706 653-4109.</i>

Andrea J. McCorvey, CPPB  
Purchasing Division Manager

## **IMPORTANT INFORMATION**

### **e-Notification**

***Effective December 31, 2014***, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors. The City is 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](mailto:procurementhelp@doas.ga.gov)**



## STATEMENT OF "NO PROPOSAL SUBMISSION"

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

Email: [krbertson@columbusga.org](mailto:krbertson@columbusga.org) or return this form, via fax or mail, to:  
Fax number (706) 653-4109 Attn: Kevin R. Robertson, 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. 17-0009 for Retail Space for Park and Ride at the Talbotton Road/Manchester Expressway Locations (Annual Contract) for the following reason(s):

- ☐ Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Other (specify below)

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

**3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$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 FAX FORM" TO FAX OR EMAIL QUESTION.

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

Email [Krobertson@columbusga.org](mailto:Krobertson@columbusga.org) or use the attached "Question/Clarification" Form to submit questions.

# QUESTION/CLARIFICATION FAX FORM

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

TO: Kevin R. Robertson, Buyer  
Email [kr Robertson@columbusga.org](mailto:kr Robertson@columbusga.org) or  
Fax (706) 653-4109

RE: RFP No. 17-0009 – RETAIL SPACE FOR PARK AND RIDE AT THE TALBOTTON  
ROAD/MANCHESTER EXPRESSWAY LOCATIONS (ANNUAL CONTRACT)

.....  
I have the following concerns/questions about the specifications:

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From:

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

\_\_\_\_\_  
Website

\_\_\_\_\_  
Representative

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

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

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

## **RETAIL SPACE FOR PARK AND RIDE AT THE TALBOTTON ROAD/MANCHESTER EXPRESSWAY LOCATIONS**

The Consolidated Government of Columbus seeks a retail/service business to occupy space within the (*Rails-to-Trails*) Park and Ride locations. The buildings are located at 1401 Talbotton Road and 3690 Manchester Expressway (See attached site plan). Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses. Suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas sales), newsstand or other similar service. The two locations may be leased separately.

- A. PROPOSAL SUBMITTAL DATE:**  
**SEALED PROPOSALS ARE DUE: October 14, 2016, NO LATER THAN 5:00 PM (Eastern Time). Submit one original and six identical hard copies of the proposal. For proper identification the proponent's complete name and address should appear on the exterior of the proposal package.**

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

Columbus Consolidated Government  
Purchasing Division

**RE: RFP NO. 17-0009 – RETAIL SPACE FOR PARK AND RIDE AT  
THE MANCHESTER EXPRESSWAY & TALBOTTON ROAD  
LOCATIONS (ANNUAL CONTRACT)**

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

**Deliver: 100 10th Street  
Columbus, Georgia 31901**

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

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

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

**B. RECEIPT OF PROPOSALS:**

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

**C. SUBCONTRACTING:**

Should the offeror intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The offeror shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

**D. QUESTIONS ABOUT THE RFP:**

Communication concerning any solicitation currently advertised must take place in writing and be addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package.

**E. PUBLIC INFORMATION:**

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

**F. ADDENDA:**

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

**G. CONTRACT:**

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

**H. NON-COLLUSION:**

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

**I. INDEMNITY:**

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

**J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:**

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

**K. SPECIFICATION DESCRIPTIONS:**

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

**L. TAXES:**

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

**M. DRUG-FREE WORKPLACE:**

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

**N. FEDERAL, STATE, LOCAL LAWS:**

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

**O. PROVISIONS OF THE PROCUREMENT ORDINANCE:**



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

**P. INSURANCE:**

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

**Q. HOLD HARMLESS AGREEMENT:**

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

**R. TERMINATION OF CONTRACT:**

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

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

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
3. **Excuses for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the

prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

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

**S. TIME FOR CONSIDERATION:**

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

**T. CONTRACT AWARD:**

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

**U. REQUEST FOR EVALUATION RESULTS:**

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

**V. GOVERNING LAW:**

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

**W. FINAL CONTRACT DOCUMENTS:**

IT IS UNDERSTOOD THAT THE FINAL CONTRACT SHALL INCLUDE THE FOLLOWING:

- 1). THE RFP
- 2). ADDENDA
- 3). AWARDED VENDORS(S) RESPONSE
- 4). AWARDED VENDOR(S) CLARIFICATIONS
- 5). NEGOTIATED COMPONENTS
- 6). ADDITIONAL AGREEMENTS REQUIRED BY AWARDED VENDOR(S); AND
- 7). AWARDED VENDOR(S) BUSINESS REQUIREMENTS

### **NOTICE TO VENDORS**

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

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

# **REQUEST FOR PROPOSALS RETAIL SPACE FOR PARK AND RIDE AT TALBOTTON ROAD/MANCHESTER EXPRESSWAY LOCATIONS (ANNUAL CONTRACT)**

## **1.0 INTRODUCTION:**

The City began construction on the Rails-to-Trails project in 2008; the project has since been completed. Along the course of the trail are two Park and Ride locations. One is located on 1401 Talbotton Road and the other along 3690 Manchester Expressway (please see attached map for locations). The purpose of the Park and Ride is to allow trail users to unload/load bikes, enter and exit the trail, and to provide a place to stop and rest along the trail. Both locations feature a building that contains ±400-sq/ft of interior retail space. The Park and Ride also includes a picnic area and public restrooms that may be utilized.

## **2.0 SCOPE:**

The City seeks a retail/service business to occupy space within the new Rails-to-Trails Park and Ride locations. Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses. Suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas sales), newsstand or other similar service. The two locations may be leased separately.

## **3.0 BUILDING SPECIFICS:**

- A. The City will provide the basic amenities for the building.
- B. All signage must be approved by the City. No free-standing signs or portable signs will be allowed.
- C. Any improvements to the building must be approved by the City.
- D. The City will be responsible for Pest Control.
- E. No loading dock is available for loading/unloading supplies.
- F. Vending machines are available in the breezeway across from the rest rooms.
- G. Security cameras have been installed at both buildings and are the responsibility of the Parks and Recreation Department.
- H. There are electrical outlets in each building that will be able to handle hot plate, microwave, blenders, and coffee makers/grinders.
- I. There will be garbage pickup at each location.

## **4.0 TENNANT REQUIREMENTS:**

- A. The tenant shall have exclusive right to conduct and operate as an independent contractor and not as an employee or an agent of the City.
- B. The Tenant shall procure at its sole expense such Permits and Licenses as may be required to conduct its business.
- C. The tenant shall pay at its sole expense all charges, fees and taxes as may be required.
- D. The Tenant shall provide at its sole expense all equipment, supplies, materials, merchandise, transportation and labor necessary for the satisfactory operation of the Tenant's business.

- E. The Tenant is responsible for all maintenance and upkeep of the space inside the building.
- F. The Tenant represents and warrants that no officer, employee or agent of the City is directly or indirectly involved in the Tenant's business or has any financial interest in the Tenant's business.
- G. The Tenant 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 the Tenant or arising out of the operation of the Tenant's business or by reason of Tenant's occupancy of the building.
- H. 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.
- I. It is understood and agreed that nothing herein contained is intended or shall be construed to in any way to create or establish the relationship of co-partners between the parties hereto, or as constituting Tenant the general representative or agent of the City for any purpose whatsoever.
- J. The tenant will be responsible for utility costs such as water, electric and internet access.

**5.0 HOURS OF OPERATION:**

The hours of operation for the trail will be from 5:00 am to 11:00 pm.

**6.0 LEASE PAYMENTS:**

Lease Payments will be made by the 10<sup>th</sup> of each month to the following:

Columbus Consolidated Government  
Revenue Division  
P.O. Box 1397  
Columbus, GA 31902

The lease will be negotiated with the successful offeror.

**7.0 LEASE TERM:**

The lease term will be one (1) year with the option to renew for four (4) additional year.

**8.0 INDEMNIFICATION AND INSURANCE**

- A. The Tenant 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 Tenant or its employees, or property damage suffered by any person, including Tenant 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 whereby the Tenant or its employees have been negligent. Tenant shall supply evidence of insurance satisfactory to the City covering the liabilities and indemnification required by this Agreement.
- B. Tenant 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 there under in accordance with the terms of the said Acts, as evidenced by the certificate of insurance which will be provided with proposal, or that it has duly filed a proper certificate of exemption from insurance with the Georgia Department of Labor and Industry.

- C Throughout the term of the Agreement the Tenant shall also maintain Fire Insurance with the comprehensive coverage upon Tenants 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 Tenant is responsible for, and that the City's fire Insurance does not extend to Tenant's furniture, fixtures, appliances, equipment, merchandise and stock and trade which are used, installed or stored in or at the premises covered by the Agreement.
- D The Tenant 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 Tennant at the time of such loss or damage to the extent of any recovery under such insurance.
- E Tenant shall maintain insurance and shall keep the City as an additional insured on such policy through the term of this Agreement. The Tenant shall include a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the required minimum coverage's and specifically identifying the City as an additional insured, which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to the City. The insurance shall cover the following:
  - 1. **General Liability** (including Premises and Operations, Contractual, Independent contractors and Products Liability, Employer's Legal Liability and Fire Legal, Liability)
  - 2. **Bodily Injury**, including Death
  - 3. **Property Damage**
  - 4. **Automotive/truck insurance** covering all owned, hire and non-own vehicles.
  - 5. **Workers Compensation** (If by law, applicable to Tennant's Organization)

Insurance requirements are listed on the attached **Insurance Checklist** (See Attachment A). The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The vendor shall complete the Insurance Checklist and include with proposal response. Certificate of Insurance is acceptable.

The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

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

- F All premiums shall be at the expense of the Tennant.

- G 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, Tennant 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.
- H The City at its mutual discretion may modify or waive any of the foregoing insurance requirements.

**9.0 ADDITIONAL CONTRACT REQUIREMENTS:**

- A. In the event of a total destruction of the Building 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 Building in such event. However, in the event the City elects not to rebuild, repair or replace, the Tennant 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.
- B. The City shall not be liable for any loss or damage suffered by the Tennant arising out of the interruption or cessation of this Agreement or for any loss suffered by the Tennant 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 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 Tennant 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.
- C. 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:
1. Filing by Tennant of a Voluntary Petition in Bankruptcy.
  2. The commission by the Tennant of any acts which constitutes an act of bankruptcy.
  3. The occurrence of any act which operates to deprive the Tennant of the rights, powers and privileges necessary for the proper conduct and operation of the business described in this Agreement.
  4. The abandonment or discontinuance of the operation of the Building described in this Agreement.
  5. The failure of the Tennant to correct, within ten (10) days from the date he/she receives notice from the City, any alleged breach or default by Tennant of any of the terms, covenants, and conditions hereunder.

6. The falsification by Tennant of its application, proposal, or any reports or documents received to be kept or submitted under this Agreement.
7. The indictment of Tennant or its Executive Officers for a felony.
8. Misrepresentations of products or services for sale, or unfair sales practices.
9. Discrimination against any employee or other person on account of race, color, sex, religious creed, ancestry, age or national origin.
10. It is further agreed that if the Tennant 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 Tennant and remain unsatisfied for thirty (30) days, or an Involuntary Petition in Bankruptcy be filed against the Tennant, 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, shall be immediately surrendered to the City.

**10.0 E-VERIFY/GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program (see [http://www.dol.state.ga.us/spotlight/sp\\_sb\\_529\\_new\\_rules.htm](http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm)). The E-Verify/GSICA affidavit must be completed and returned after vendor is notified of award recommendation. Vendor(s) will have five (5) business days to provide the completed GSICA Form.

**11.0 PROPOSAL SUBMISSION REQUIREMENTS**

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

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

**PROPOSAL**

Offeror's proposal submission shall include the following sections:

**Section 1: TRANSMITTAL LETTER**

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. The cover letter must contain a statement to the effect that the proposal is binding for at least 180 days from the proposal date. An authorized agent of the business must sign the transmittal letter.



**Section 2: ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE)**

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.  
([http://www.columbusga.org/finance/Excel\\_Docs/Bid\\_Opportunities.htm](http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm))

**Section 3: EXPERIENCE/QUALIFICATIONS:**

Offeror shall describe their experience and qualifications in the operation of a retail location.

**Section 4: BUSINESS PLAN:**

- a) Provide detailed description of the goods/services to be provided. Include a description of the staff that will operate the business.
- b) Describe how the proposed business will be relevant to Trail users.
- c) Provide a timeline of when the business will be ready to occupy the space and begin operation.

**Section 5: BUSINESS REQUIREMENTS:**

- a) Provide Insurance Certificates or provide a completed copy of (Appendix A)
- b) Complete e-Verify/GSICA Affidavit (Appendix B)
- c) Provide completed copy of W-9 (Appendix C)
- d) Provide copy of 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 within five (5) business days 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.

**Section 6: LEASE PROPOSAL:**

Offeror shall state the monthly lease amount proposed. This amount is subject to negotiation.

**Section 7: CONTRACT SIGNATURE PAGE & TAX IDENTIFICATION NUMBER**

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

**12.0. REP EVALUATION**

Each firm's submittal will be evaluated to determine which vendor can provide the Columbus Consolidated Government (the City) the best service. The following criteria will be used to evaluate proposals and are weighted as follows:

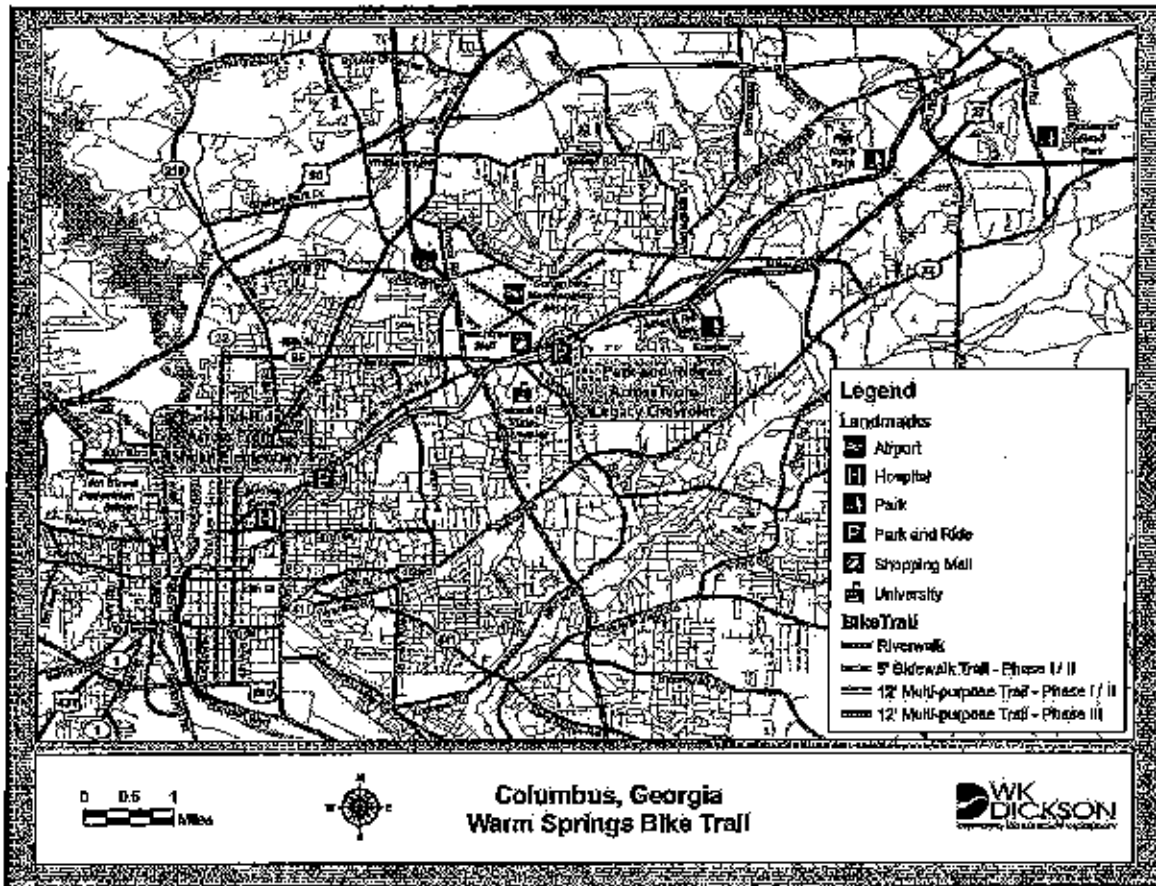
<b>Criteria</b>	<b>Weight</b>
A. Experience /Qualifications	<b>30%</b>
B. Relevance to Trail Uses	<b>25%</b>
C. Business Plan	<b>30%</b>
D. Lease Proposal	<b>15%</b>
<b>Total</b>	<b>100%</b>

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

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

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

# RETAIL SPACE FOR PARK AND RIDE AT THE TALBOTTON ROAD/MANCHESTER EXPRESSWAY LOCATIONS (SITE PLAN)



**APPENDIX A****INSURANCE CHECKLIST****RFP NO. 17-0009****RETAIL SPACE FOR PARK AND RIDE AT THE TALBOTTON  
ROAD/MANCHESTER EXPRESSWAY LOCATIONS  
(ANNUAL CONTRACT)****CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE  
AND ENDORSEMENTS INDICATED BY "X"**

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

<b>Required Coverage(s)</b>		<b>Limits (Figures denote minimums)</b>	<b>Bidders Limits/Response</b>
<b>X</b>	<b>1. Worker's Compensation and Employer's Liability</b>	<b>STATUTORY REQUIREMENTS</b>	
	<b>Comprehensive General Liability</b>		
<b>X</b>	<b>2. General Liability Premises/Operations</b>	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>3. Independent Contractors and Sub - Contractors</b>	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>4. Products Liability</b>	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>5. Completed Operations</b>	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>6. Contractual Liability (Must be shown on Certificate)</b>	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>Automobile Liability</b>		
<b>X</b>	<b>7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership</b>	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
	<b>8. Miscellaneous Errors and Omissions</b>	\$1 Million per occurrence/claim	
	<b>9. Umbrella/Excess Liability</b>	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	<b>10. Personal and Advertising Injury Liability</b>	\$1 Million each offense, \$1 Million annual aggregate	
<b>X</b>	<b>11. Professional Liability</b>	\$1 Million per occurrence/claim	
	<b>12. Architects and Engineers</b>	\$1 Million per occurrence/claim	
	<b>13. Asbestos Removal Liability</b>	\$2 Million per occurrence/claim	

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	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 equivalents		
X	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	25. The City shall be named Additional Insured on all policies		
X	26. Certificate of Insurance shall show Bid Number and Bid Title		

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

**INSURANCE AGENT'S STATEMENT:**

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

AGENCY NAME: \_\_\_\_\_

AGENTS NAME: \_\_\_\_\_

SIGNATURE of AGENT: \_\_\_\_\_

**BIDDER'S STATEMENT:**

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

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

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

**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.

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

**[http://www.columbusga.org/finance/Purchasing\\_docs/Georgia Security and Immigration Compliance Act.pdf](http://www.columbusga.org/finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act.pdf)**

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

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

\_\_\_\_\_  
Company ID Number (*numerical, 4-6 digits*)

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

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

**Retail Space for Park & Ride at the Talbotton Road/Manchester Expressway Locations –  
RFP No. 17-0009**

\_\_\_\_\_  
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"**  
**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

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

\_\_\_\_\_  
(Name of Contractor)

on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Subcontractor

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

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

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

Executed on \_\_\_\_\_, \_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



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

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that 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

Name of Project

Name of Public Employer

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

Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

NOTARY PUBLIC

My Commission Expires:

# APPENDIX C

<b>Form W-9</b> <small>(Rev. December 2014)            Department of the Treasury            Internal Revenue Service</small>	<b>Request for Taxpayer            Identification Number and Certification</b>	<b>Give Form to the            requester. Do not            send to the IRS.</b>
<b>Print or type</b> See <b>Special instructions</b> on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) in _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in this line unless for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	
	<b>4</b> 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) _____ <small>(Applicable to nonexempt recipients; complete only if 02.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Registered mail and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	
<b>Part I Taxpayer Identification Number (TIN)</b> 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <small>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</small>		
<b>Part II Certification</b> 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. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.		
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at <a href="http://www.irs.gov/efile">www.irs.gov/efile</a> . <b>Purpose of Form</b> 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, be either stated or reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-DIV (dividends and capital gains from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (disposals of capital assets 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 1099-INT (interest earned or paid) • 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 <i>What is backup withholding?</i> on page 2. 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 partner's 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 <i>What is FATCA reporting?</i> on page 2 for further information.		

Cat. No. 10221X

Form W-9 (Rev. 12-2014)

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

**APPENDIX D**

**CONTRACT SIGNATURE PAGE  
RETAIL SPACE FOR PARK AND RIDE AT THE TALBOTTON  
ROAD/MANCHESTER EXPRESSWAY LOCATIONS  
(ANNUAL CONTRACT)**

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

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

\_\_\_\_\_  
Witness as to the Contractor

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

\_\_\_\_\_  
Witness as to the Contractor

\_\_\_\_\_  
Business Name

(Corporate Seal)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Tax ID Number

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

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

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

**CONSOLIDATED GOVERNMENT OF  
COLUMBUS, GEORGIA**

Accepted this \_\_\_ day of \_\_\_\_\_ 2016

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Isaiah Hugley, City Manager

\_\_\_\_\_  
Clifton C. Fay, City Attorney

**ATTEST:**

\_\_\_\_\_  
Tiny B. Washington, Clerk of Council

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



**EXHIBIT C**

***Casey's Enterprises, Inc. D/B/A  
Bikes & Beyond***

*Bid Proposal*



## **Kevin Robertson**

---

**From:** Raymond Casey <caseysinc@gmail.com>  
**Sent:** Wednesday, November 30, 2016 3:52 PM  
**To:** Kevin Robertson  
**Subject:** Re: Park & Ride  
**Attachments:** Rails to Trails hours of opp. & Appendix D11302016.pdf

Page six (6), Lease Proposal Lays out the hours of operation that we request and what we would do encase of inclement weather. We added the statement to Page 6 (Lease Proposal) " We will inform Parks and Rec. on any changes and/or closings. I've up-dated Appendix-D with the Corp / Business address. Thanks so very much for everything.

On Wed, Nov 30, 2016 at 10:29 AM, Kevin Robertson <[KRobertson@columbusga.org](mailto:KRobertson@columbusga.org)> wrote:

Please see attached document.

Kevin R. Robertson

Buyer / Department of Finance / Purchasing Division / Columbus Consolidated Government

Direct Line: [706.225.3070](tel:706.225.3070) / Fax#: [706.225.3033](tel:706.225.3033) / Email: [krobertson@columbusga.org](mailto:krobertson@columbusga.org)

--  
Casey, Raymond C.  
CEO/PRES.  
Casey's Enterprises, Inc  
WE SERVE "U" SAVE





Table of Contents:

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Section 5: Business Requirements

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- Appendix B
- Appendix C
- Business License

Section 6: Lease Proposal

Section 7: Contract Signature page & Tax Identification Number



Transmittal Letter:

Division of Casey's Enterprises, Inc.

DBA Bikes & Beyond

Owner: Raymond Casey

Bikes & Beyond

9230 Marne Rd. Fort Benning, GA 31905

Store: (706)-687-9523 Fax: (706)-687-9578

Corporate Office

506 Manchester Expressway Suit C-6

Office: (706)-660-9425 Fax: (706)-660-0666

Raymond Casey's Cell: (706)-332-4348

Raymond Casey: [caseysinc@gmail.com](mailto:caseysinc@gmail.com)

Bikes-N-Beyond: [bikesnbeyondga@gmail.com](mailto:bikesnbeyondga@gmail.com)


Bikes-N-Beyond Website: [bikesnbeyond.com](http://bikesnbeyond.com)



Cover Letter:

This proposal is valid for at least 180 days from 10/26/16.

EVA LABETH SYKES      Assis. Office manager      22 OCT 2016  
Authorized Agent (Print Name) & Title      Date

      Assis. Office manager      22 OCT 2016  
Authorized Agent Signature & Title      Date



**COLUMBUS CONSOLIDATED GOVERNMENT**

*Georgia's First Consolidated Government*



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706-653-4105, FAX 706-653-4109

*October 18, 2016*

**ADDENDUM: NUMBER ONE**

**Subject: RFP NO. 17-0009**  
***Retail Space for Park and Ride at the Talbotton Road/Manchester***  
***Expressway Locations (Annual Contract)***

*Acknowledgment of receipt of each Addendum must be included with sealed proposal. Initial and include a copy of each Addendum with proposal.*

INITIAL: E.L.S. FIRM: \_\_\_\_\_

***VENDORS ARE INFORMED THAT THE REFERENCED BID IS HEREBY  
MODIFIED, CORRECTED OR SUPPLEMENTED AS SPECIFIED, DESCRIBED  
AND SET FORTH IN THIS ADDENDUM.***

***The City did not receive any responses to the RFP. Therefore, the proposal due date is  
extended; sealed proposals are due no later than 5:00 PM on Wednesday, October 26,  
2016.***

*Andrea J. McCorvey*  
*Purchasing Division Manager*





### Experience/Qualifications

Raymond Casey has been repairing and building bicycles since 1996. At Bikes & Beyond, customers can bring their bikes into our shop for any necessary repair or tune ups. While we include service, we also provide a retail store that includes:

- Bicycles (Adult and Child)
- Bicycle Accessories
- Bicycle Safety gear
- Bicycle Clothing/gear (Shirts, Shorts, Shoes, Gloves)
- Water Bottler
- Supplements
- Drinks

Raymond Casey has owned Bikes & Beyond located inside the Fort Benning Commissary since 2006 at 9230 Marne Rd. Fort Benning, GA 31905. Raymond Casey is certified through the following Bicycle Manufactures:

- Cannondale
- Diamondback
- K-2
- KHS
- Look
- TerraTrike
- Wally



### Business Plan

- A. We proclaim a service to providing an insuring establishment here on 3690 Manchester Expressway to supply our customers rentals, bike services, and other necessities that can be acquired through our store.
- B. By having Bikes & Beyond at Rails-to-Trails, riders will have a place to stop and shop conveniently on the trail. We have the equipment needed inside our shop to provide all the necessities that our customers can obtain. If our customers do not have the necessary equipment to enjoy their time on Rails-to-Trails, we supply rentals such as: bicycles, bicycle trailers and pull-a-longs, and helmets. The standards of our bikes our top priority to ensure the safety and satisfaction of our customers. If one of the riders were to have any problems with their bike, they can bring it right into the shop for examination and repair. We provide a reliable location where bike riders on Rails-to-Trails may purchase any bicycles, bicycle parts, accessories, supplements, clothing, or get their tires pumped in case of emergencies.
- C. This bike center will have a Suit Manager and Sales Associates with 5 years of experience in retailing, business operations, and will always be ready to serve our customers. To ensure our equipment is always met with satisfying standards, our Service Technician will be serviceable. We can do minor repairs here at 3690 Manchester Expressways and major repairs at 9230 Marne Rd. Fort Benning so to be in service of our customers in a wide area. Minor repairs consist of possible events that may take place on Rails-to-Trails such as inner tube repair/replacements and gear adjustments. And our major repairs consist of broken tires, wheel, derailleurs, chains, and cables.
- D. We plan to employ our service on 3690 Manchester Expressway as soon as our contract has been authorized and signed. Then we plan to have the shop open and running in less than 45 days after authorized contract has been completed.



### Lease Proposal

Bikes & Beyond would like to propose \$50.00 a month for this contract. **Our hours of operation could change due to inclement weather i.e. rain, lightning, extreme heat or cold. It can also depend on sunrise/sunset and the flow of traffic (customers).**

#### Winter hours:

Monday, Wednesday, Friday: 1100-1700

Saturday, Sunday, and Holidays from 0900-1700.

#### Spring/Fall hours:

Monday-Friday: 0730- 1230 then reopen at 1430-1930

Saturday, Sunday, and Holidays from 0730-2000.

#### Summer hours:

Every day from 0700-1230 then 1530-2030

(School out) 0700-2030

