

## COLUMBUS CONSOLIDATED GOVERNMENT CONTRACT ROUTING MEMORANDUM

**DATE:** September 30, 2021


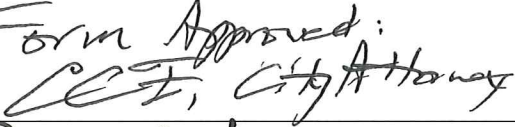



**SUBJECT:** Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract); RFP No. 21-0021

**FROM:** Sandra Chandler, Purchasing Division 

Please route for appropriate signatures, copies of the attached contracts with Buffalo Rock Company (Columbus, GA). The company will provide exclusive soft drink concession at the Columbus Civic Center and Ice Rink. The vendor will provide the Civic Center commission as revenue. The Civic Center will purchase product from the vendor. The term of this contract shall be for one (1) year with the option to renew for four (4) additional twelve-month periods. Funds will be deposited into the following Revenue Account: Civic Center Fund – Civic Center – Concessions/Catering – Food Service Contract-Civic Center; 0757-160-2800-CONC-4587.

Purchases will be expended from the following Expense Account: Civic Center Fund – Civic Center – Concessions/Catering – Operating Materials; 0757-160-2800-CONC-6728.

**Council authorized this contract per Resolution No. 319-21, dated September 14, 2021 (copy is attached).**

Signatories	Signatures Required ( <i>No initials please</i> )	Date
<b>Purchasing Division Manager</b> Signature of Approval		9/30/21
<b>City Attorney:</b> Signature required on Contracts	Form Approved: 	10/1/21
<b>City Manager:</b> Signature required on Contracts		10/1/21
<b>Clerk of Council:</b> Signature Required on Contracts & Attest/Seal		10/1/21
<b>Buyer:</b> Process / Distribute		10/5/21

*After all signatures have been applied, please contact Purchasing Division (ext - 3069) for distribution.*

RESOLUTION

NO. 319-21

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH BUFFALO ROCK COMPANY (COLUMBUS, GA) TO PROVIDE EXCLUSIVE SOFT DRINK CONCESSION AT THE COLUMBUS CIVIC CENTER AND ICE RINK. THE VENDOR WILL PROVIDE THE CIVIC CENTER - COMMISSION AS REVENUE. THE CIVIC CENTER WILL PURCHASE PRODUCT FROM THE VENDOR. THE RECOMMENDED VENDOR'S PROPOSED COST FOR PRODUCT PURCHASES IS WITHIN BUDGET.**

WHEREAS, an RFP was administered (RFP 21-0021) and proposals were received from two (2) qualified offerors; and,

WHEREAS, the proposal submitted by Buffalo Rock Company met all proposal requirements and was evaluated responsive to the RFP; and,

WHEREAS, the term of contract shall be for one year, with an option to renew for four additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the Contractor.

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

That the City Manager is hereby authorized to execute an annual contract with Buffalo Rock Company (Columbus, GA) to provide exclusive soft drink concession at the Columbus Civic Center and Ice Rink. The vendor will provide the Civic Center commission as revenue. The Civic Center will purchase product from the vendor. The recommended vendor's proposed cost for product purchases is within budget.

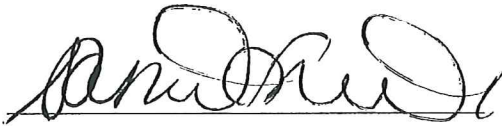
Funds will be deposited into the following Revenue Account: Civic Center Fund – Civic Center – Concessions/Catering – Food Service Contract-Civic Center; 0757-160-2800-CONC-4587.

Purchases will be expended from the following Expense Account: Civic Center Fund – Civic Center – Concessions/Catering – Operating Materials; 0757-160-2800-CONC-6728.

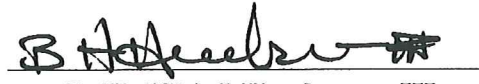
---

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 14th day of September, 2021 and adopted at said meeting by the affirmative vote of nine members of said Council.

Councilor Allen voting \_\_\_ YES \_\_\_  
Councilor Barnes voting \_\_\_ YES \_\_\_  
Councilor Crabb voting \_\_\_ YES \_\_\_  
Councilor Davis voting \_\_\_ YES \_\_\_  
Councilor Garrett voting \_\_\_ ABSENT \_\_\_  
Councilor House voting \_\_\_ YES \_\_\_  
Councilor Huff voting \_\_\_ YES \_\_\_  
Councilor Thomas voting \_\_\_ YES \_\_\_  
Councilor Tucker voting \_\_\_ YES \_\_\_  
Councilor Woodson voting \_\_\_ YES \_\_\_



Sandra T Davis  
Clerk of Council



B. H. "Skip" Henderson, III  
Mayor

# CONTRACT

THIS CONTRACT, executed this 1<sup>st</sup> day of October 2021, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Buffalo Rock Company**, hereinafter called the "Contractor".

## WITNESSETH:

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

1. That the Contractor met all bid requirements and was evaluated most responsive for providing exclusive **Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)**, per **RFP No. 21-0021**, and was awarded the Contract by Columbus City Council on Tuesday, September 14, 2021, Resolution No. 319-21, for the initial term of one year, beginning September 16, 2021 through September 15, 2022, with the option to renew for four (4) additional twelve-month periods, for furnishing the same in accordance with the specifications prepared by the City and the bid of the Contractor.

2. The Contractor will, at its own cost and expense, furnish all tools, materials and labor required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the City's Business Requirements, the City's Request for Bids, dated January 8, 2021 (and all addenda thereto), the Contractor's bid dated February 5, 2021 and the bid clarification documents which are attached hereto as exhibits "A", "B", "C" and "D" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.

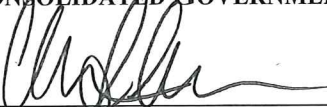
3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.




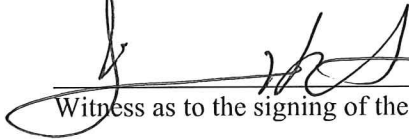
**FORM 6**

**CONTRACT SIGNATURE PAGE  
SOFT DRINK CONCESSION/COLUMBUS CIVIC CENTER & ICE RINK  
(ANNUAL CONTRACT)  
RFP NO. 21-0021**

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

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

By:  9-23-21  
Signature of Authorized Representative Date

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

James Keith Dedge Business Development  
Print Name and Title of Signatory Contractor

(Corporate seal, if applicable)

Company: Buffalo Rock

**Company Ordering Address**

Buffalo Rock Company  
4356 Allied Dr. Columbus Ga  
Contact: Keith Dedge  
Contact Email kdedge@buffalorock.com  
Telephone 881-6163 Fax 683-8001

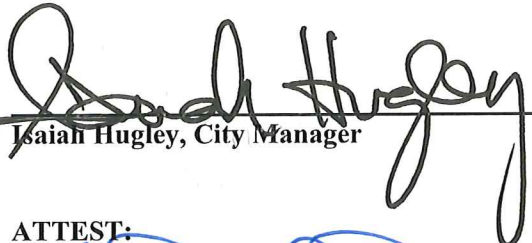
**Company Payment Address**


Buffalo Rock Company  
P.O. Box 747064 Atlanta Ga.  
30374-7064  
Contact: Miranda Quinn  
Contact Email MQuinn@buffalorock.com  
Telephone: 1-205-944-4034 Fax 205-944-2150

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this 14<sup>th</sup> day of October 2021

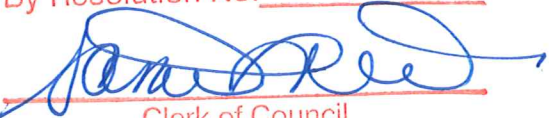
APPROVED AS TO LEGAL FORM:

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

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

**EXECUTION AUTHORIZED**

ATTEST:  
  
\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

By Resolution No. 319-21  
  
\_\_\_\_\_  
Clerk of Council

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

**EXHIBIT A**

*Columbus Consolidated Government*

*Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)*

*Business Requirements*

*RFP No. 21-0021*

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://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. <b>Buffalo Rock Company, INC</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>Apply (see instructions) to accounts maintained outside the US</i>	
	2	Business name (disregarded entity name, if different from above)		
	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____ <small>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.</small>  <input type="checkbox"/> Owner (see instructions) ▶ _____		
	5	Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 10048</b>		Requester's name and address (optional):
	6	City, state, and ZIP code <b>BIRMINGHAM, ALABAMA 35202</b>		
	7	List account number(s) here (optional)		
	8	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 Requestor* for guidelines on whose number to enter.

Social security number																				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> </table>																				
OR																				
Employer identification number																				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> </table>																				

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	2-18-21
------------------	----------------------------	--------	---------

**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-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.*





# Occupation Tax License

City of Columbus, Georgia

THIS RECEIPT NOT OFFICIAL UNLESS VALIDATED

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

PAID

Sep 22 2021

Occupation Tax  
Columbus Consolidated Government

Date Issued: September 22, 2021

Expires: December 31, 2021

Renew by: April 01, 2022

Occupational Tax#: OCC002783-09-2021 C.O. #: Z 9200822

Account #: 00452001

**Business Address:**

PEPSI/BUFFALO ROCK CO., INC.  
FORD, NANCY  
4356 ALLIED DR  
COLUMBUS, GA 31906-4702

**Mailing Address:**

PEPSI/BUFFALO ROCK CO., INC.  
ATTN: ACCOUNTS PAYABLE  
PO BOX 2368  
BIRMINGHAM, AL 35202

**Business Name:**

PEPSI/BUFFALO ROCK CO., INC.

**Type of Occupation:**

SOFT DRINK WHOLESALER

042249 DOM SOFT DRINK WHOLESALER

# 2021



*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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

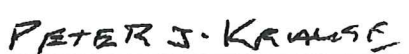
PRODUCER <b>Marsh &amp; McLennan Agency LLC</b> 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	CONTACT NAME: <b>Dacus Stewart, CIC, ARM, CISR</b>
	PHONE (A/C, No, Ext): <b>770 476-1770</b> FAX (A/C, No): <b>770 476-3651</b> E-MAIL ADDRESS: <b>Dacus.Stewart@MarshMMA.com</b>
INSURED <b>Buffalo Rock Company</b> PO Box 10048 111 Oxmoor Road Birmingham, AL 35209	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Travelers Property Casualty Co. of Amer</b> NAIC # <b>25674</b>
	INSURER B : <b>The Phoenix Ins Co</b> NAIC # <b>25623</b>
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded:250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	TJEXGL9532B28221	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	TC2JCAP9514B99521	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP61N3912721NF	04/01/2021	04/01/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB8L7865562151K	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: FP No. 21-0021 Soft Drink Concession/Columbus Civic Center & Ice Rink**  
**Columbus Consolidated Government is included as Additional Insured when required by written contract with respects to the Auto Liability and General Liability policies described above and subject to provisions and limitations of the policy.**

CERTIFICATE HOLDER <b>Columbus Consolidated Government</b> 100 Tenth Street, P. O. 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 
---	---

**EXHIBIT B**

*Columbus Consolidated Government*

*Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)*

*Request for Proposals*

*RFP No. 21-0021*



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

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
BidLine 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

January 28, 2021

**Addendum No. Two**

**Soft Drink Concession/Columbus Civic Center & Ice Rink  
(Annual Contract)  
RFP No. 21-0021**

**Acknowledgment of receipt of Addenda must be included with sealed Proposal.**

**Initials: \_\_\_\_\_ Company: \_\_\_\_\_**

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

**A. City's response to requests for clarification**

1. Question: "*What were the beverage sales for each of the previous 3 years?*"

Response: **Please see Attachment 1.**

2. Question: "*Are concession sales included?*"

Response: **Yes.**

3. Question: "*What equipment is needed for concession sales? Cold vaults – Coolers? How many?*"

Response: **Ten (10) cold vaults are needed, which include concessions at the Ice Rink.**

4. Question: "*Does the concession vendor have to buy from bid winner?*"

Response: **Yes. The awarded vendor will be the exclusive vendor from which concessions and catering will make soft drink purchases.**



5. Question: “*Who are the concessionaires?*”

Response: **Currently, the only concessionaire is Bruster’s Real Ice Cream. All other concessions are operated by the Columbus Civic Center.**

6. Question: “*What are the dimensions of the lighted state of the art menu boards, and how many are required?*”

Response: **The Civic Center & Ice Rink currently have thirteen (13) menu boards (Samsung LED TV Monitors). Their dimensions are: Height - 26" x Width - 42". For the new menu boards, we would like at least 42" in width for all thirteen (13) locations. See **Attachment 2** for a photo of an existing menu board.**

7. Question: “*Are vending machines on during events (i.e., hockey games)?*”

Response: **Yes. The retail price for vending will be the same as concessions price.**

8. Question: “*Vending – are you looking to self-fill or have machines serviced?*”

Response: **The machines will have to be serviced by the vendor.**

## **B. 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

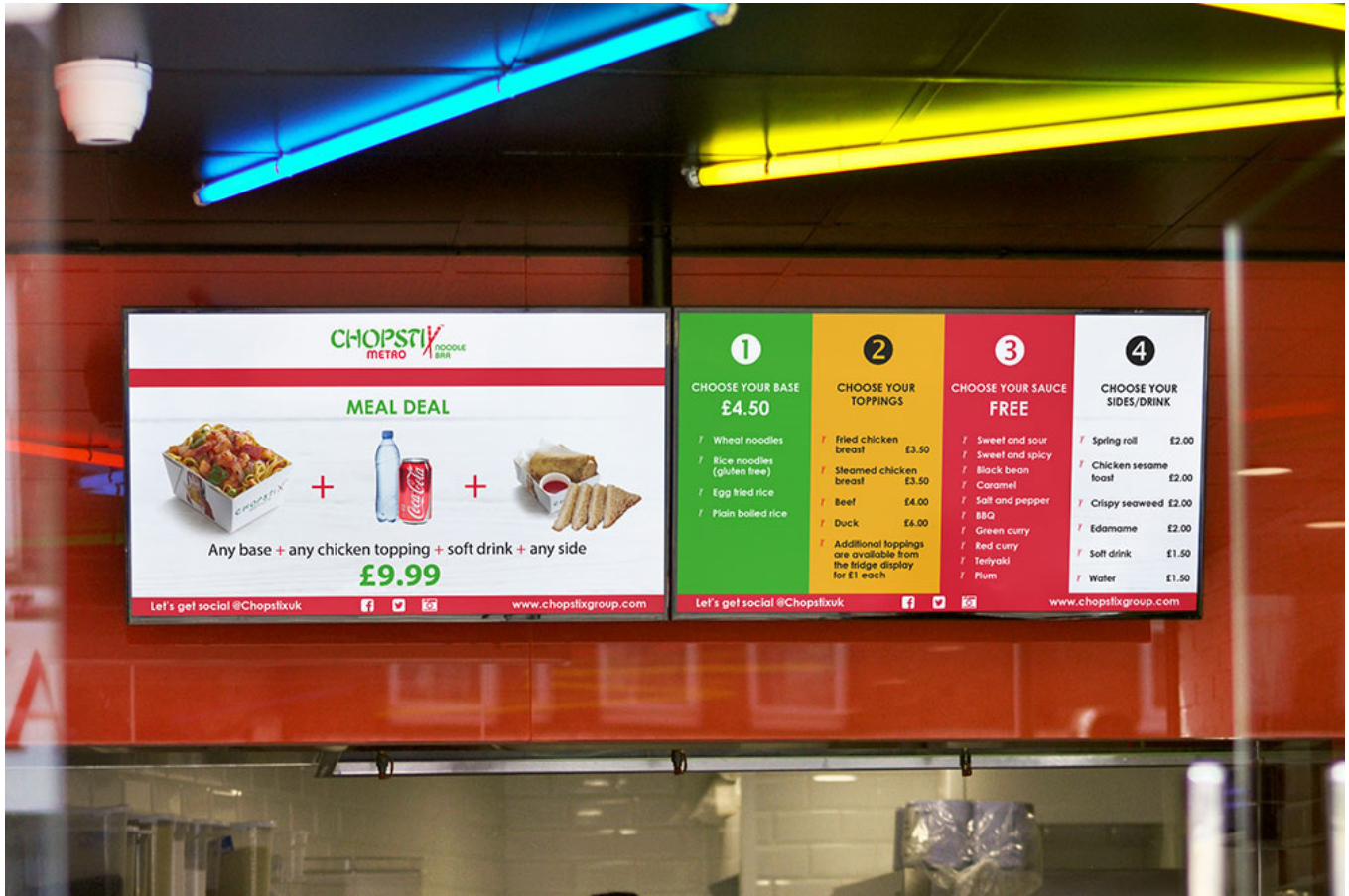




# Attachment 1

FY18 Sales	
Anchor Tenants	# Sold
Chester's Barbeque, Nathan's Famous, and FlipSide Burgers & Tacos	
Sodas	9,009
Concessions sales (In house)	
Sodas	19,495
Water	4,753
Gatorade	8,647
Ice Rink Concessions (In house)	
Soda	1,902
Water	577
Gatorade	887
FY19 Sales	
Anchor Tenants	# Sold
Chester's Barbeque and Nathan's Famous	
Sodas	5,105
Concessions sales (In house)	
Sodas	18,096
Water	8,032
Gatorade	4,462
Ice Rink Concessions (In house)	
Soda	1,180
Water	503
Gatorade	445
FY20 Sales	
Anchor Tenants	# Sold
Chester's Barbeque	
Sodas	4,238
Concessions sales (In house)	
Sodas	20,639
Water	8,710
Gatorade	4,792
Ice Rink Concessions (In house)	
Soda	1,463
Water	740
Gatorade	664

# Attachment 2



**CHOPSTIX**  
METRO NOODLE BAR

**MEAL DEAL**

Any base + any chicken topping + soft drink + any side

**£9.99**

Let's get social @Chopstixuk [www.chopstixgroup.com](https://www.chopstixgroup.com)

1	2	3	4
CHOOSE YOUR BASE £4.50	CHOOSE YOUR TOPPINGS	CHOOSE YOUR SAUCE FREE	CHOOSE YOUR SIDES/DRINK
<ul style="list-style-type: none"> <li>/ Wheat noodles</li> <li>/ Rice noodles (gluten free)</li> <li>/ Egg fried rice</li> <li>/ Plain boiled rice</li> </ul>	<ul style="list-style-type: none"> <li>/ Fried chicken breast £3.50</li> <li>/ Steamed chicken breast £3.50</li> <li>/ Beef £4.00</li> <li>/ Duck £6.00</li> <li>/ Additional toppings are available from the fridge display for £1 each</li> </ul>	<ul style="list-style-type: none"> <li>/ Sweet and sour</li> <li>/ Sweet and spicy</li> <li>/ Black bean</li> <li>/ Caramel</li> <li>/ Salt and pepper</li> <li>/ BBQ</li> <li>/ Green curry</li> <li>/ Red curry</li> <li>/ Teriyaki</li> <li>/ Plum</li> </ul>	<ul style="list-style-type: none"> <li>/ Spring roll £2.00</li> <li>/ Chicken sesame toast £2.00</li> <li>/ Crispy seaweed £2.00</li> <li>/ Edamame £2.00</li> <li>/ Soft drink £1.50</li> <li>/ Water £1.50</li> </ul>
Let's get social @Chopstixuk <a href="https://www.chopstixgroup.com">www.chopstixgroup.com</a>			

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



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

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
BidLine 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

January 20, 2021

**Addendum No. One**

**Soft Drink Concession/Columbus Civic Center & Ice Rink  
(Annual Contract)  
RFP No. 21-0021**

**Acknowledgment of receipt of Addenda must be included with sealed Proposal.**

**Initials: \_\_\_\_\_ Company: \_\_\_\_\_**

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

**A. Mandatory Pre-Proposal Site Visit Cancelled**

**The Mandatory Pre-Proposal Site Visit that was scheduled for Friday, January 22, 2021, is hereby cancelled. Vendors interested in submitting a proposal are encouraged to submit any questions for this RFP to [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org).**

**B. 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 Manage



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



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

100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, FAX 706-225-3033  
BIDLINE 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

January 8, 2021

<p><b>REQUEST FOR PROPOSALS:</b></p> <p><b>RFP NO. 21-0021</b></p>	<p>Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center"><b>SOFT DRINK CONCESSION/ COLUMBUS CIVIC CENTER &amp; ICE RINK (ANNUAL CONTRACT)</b></p>
<p><b>GENERAL SCOPE</b></p>	<p>The Columbus Consolidated Government is soliciting proposals from qualified offerors to provide exclusive soft drink concession at the Columbus Civic Center and Ice Rink. Anticipated contract to begin March 1, 2021.</p>
<p><b>DUE DATE</b></p>	<p align="center"><b>FEBRUARY 5, 2021 – 5:00 PM (EASTERN)</b></p>
<p><b>PROPOSAL SUBMISSION REQUIREMENTS</b></p>	<p>Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. <b>Effective immediately, responses must be submitted via DemandStar.</b> See Appendix C for <i>Submission Requirements, Submission Checklist and Demandstar Registration and Submission Instructions.</i></p>
<p><b>MANDATORY PRE-PROPOSAL SITE VISIT/ WALK-THRU</b></p>	<p><b><u>Mandatory Pre-Proposal Site Visit/Walk-Thru is scheduled for 10:00 a.m. Friday, January 22, 2021.</u></b> Vendors shall convene in the Administrative Office on the Ground Floor at the Columbus Civic Center, 400 4<sup>th</sup> Street, Columbus, Georgia. <b>Proposals will only be accepted from offerors attending the Mandatory Site Visit/Walk-Thru.</b> <i>See page 12 for additional information.</i></p> <p><i>For those attending these site inspections, masks will be required, and social distancing will be mandatory.</i></p>
<p><b>ADDENDA</b></p>	<p align="center"><b><u>IMPORTANT INFORMATION</u></b></p> <p>The Purchasing Division will post addenda (if any) for this project at <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm</a>. <b>It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.</b></p>
<p><b>NO PROPOSAL SUBMISSION</b></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**

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

Fax number (706) 225-3033

**Attn: Sandra Chandler, Buyer**

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 21-0021** for **Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)** for the following reason(s):

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

Comments

---

---

---

---

---

---

---

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

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

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

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

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

**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 (Negotiations)**

#### **(1) Conditions for Use**

When the Purchasing 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, specialized equipment or supplies.

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

#### **A. Request for Proposals**

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

#### **B. Public Notice**

The public will be given adequate notice of the Request for Proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the Request. *The City reserves the right to seek Request for Proposals in a shorter period, if necessary, as determined by the Purchasing Manager.*

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as, the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the City's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the Internet and on the City's government access television channel.

Public Works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- Solicitations for Specialized Equipment/Supplies
- Solicitations for Specialized Services
- Re-bid of Solicitations where normal advertising procedures netted no responses.
- Whenever deemed necessary by the Purchasing Manager.

**C. Receipt of Proposals**

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled 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 the relative importance of cost (when applicable) and other evaluation criteria.

**E. Evaluation Process**

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the Request for Proposals. Each voting Committee member shall grade each submitted proposal based upon the evaluation criteria.

**F. 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.

**G. 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, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the Purchasing Division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.



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

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

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

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

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

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

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED “QUESTION/CLARIFICATION FORM” TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

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

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

# QUESTION/CLARIFICATION FORM

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

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

RE: RFP No. 21-0021; Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)

---

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

---

---

---

---

---

---

---

---

---

---

From:

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

\_\_\_\_\_  
Website

\_\_\_\_\_  
Representative

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

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

# COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

## Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract) RFP No. 21-0021

The City of Columbus, Georgia is seeking proposals from qualified offerors for exclusive soft drink concession at the Columbus Civic Center and Ice Rink.

**A. PROPOSAL SUBMITTAL DATE:**

**SEALED PROPOSALS ARE DUE: FEBRUARY 5, 2021 NO LATER THAN 2:30 PM (Eastern Time). *Submit one electronic response.***

**After award of Contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.**

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. **The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

**B. RECEIPT OF PROPOSALS:**

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

**C. SUBCONTRACTING:**

Should the offeror intend to subcontract all, or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The offeror shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications.

**IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE OFFERORS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

**D. QUESTIONS ABOUT THE RFP:**

**COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND ADDRESSED TO THE PURCHASING DIVISION. SEE PAGE TITLED “DO YOU HAVE QUESTIONS...” WITHIN THIS PROPOSAL PACKAGE.**

**E. PUBLIC INFORMATION:**

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

**F. ADDENDA:**

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's

responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

**G. CONTRACT:**

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

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

**H. NON-COLLUSION:**

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

**I. INDEMNITY:**

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

**J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:**

Disadvantaged Business Enterprises (minority or 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 offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

**M. TAXES:**

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

**N. DRUG-FREE WORKPLACE:**

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing



goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

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

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

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

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

**Q. INSURANCE:**

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

**R. HOLD HARMLESS AGREEMENT:**

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

**S. TERMINATION OF CONTRACT:**

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

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

- 2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. 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; and 6) 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**

**Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.**

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

**Sec. 2-3.06. - Same—By members of boards, authorities, commissions.**

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

**MANDATORY**  
**PRE-PROPOSAL SITE VISIT/WALK-THRU**  
**ATTENDANCE CONFIRMATION**  
**FAX FORM**

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

To: Sandra Chandler, Buyer I  
Email: [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org)  
Fax No. (706) 225-3033

Re: **RFP No. 21-0021 – Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)**

---

**I will attend the Mandatory Pre-Proposal Site Visit/Walk-Thru scheduled for 10:00 a.m. Friday, January 22, 2021.**

Vendors shall convene in the **Administrative Office** on the **Ground Floor** at the **Columbus Civic Center**, which is located at **400 4<sup>th</sup> Street, Columbus, Georgia**. The contact person at the Civic Center will be Mr. Robert Landers: 706-225-4840.

All vendors attending the Mandatory Pre-Proposal Site Visit/Walk-Thru must sign an attendance sheet, complete with the name of the firm, name of the attendee, complete address, phone and fax numbers and e-mail address.

**Proposals will only be accepted from offerors attending the Mandatory Site Visit/Walk-Thru.** Proposals received from vendors who do not attend the mandatory pre-proposal site visit will be deemed incomplete.

Questions will not be answered at the site visit. The City will not be bound by any verbal clarification given during the site visit.

All questions must be submitted in writing by email to [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org) or by fax to 706-225-3033. All questions will be answered via an addendum. Telephone questions to individuals within the City are not encouraged, and any such answers given will in no way be binding upon the bid process. Only responses issued in writing in accordance with page 6 of 37, will be binding.

Vendors must notify Sandra Chandler, Buyer via email, [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org) or fax number (706) 225-3033, to confirm attendance at the mandatory pre-proposal site visit.

***For those attending these site inspections, masks will be required, and social distancing will be mandatory.***

FROM: \_\_\_\_\_

Company Name	Website	
Contact Person	# of Representatives	Email Address
Mailing Address	City	State    Zip
Telephone Number	Fax Number	

**GENERAL SPECIFICATIONS**  
**SOFT DRINK CONCESSION/  
COLUMBUS CIVIC CENTER & ICE RINK**  
**(ANNUAL CONTRACT)**  
**RFP No. 21-0021**

**I. SCOPE**

Columbus Consolidated Government is soliciting proposals from qualified offerors for exclusive soft drink concession at Columbus Civic Center and Ice Rink. The anticipated contract start date is March 1, 2021, subject to change.

**II. INTRODUCTION**

The Columbus Civic Center and Ice Rink, 400 4<sup>th</sup> Street, Columbus, Georgia, is located on a 35-acre tract of land on the banks of the Chattahoochee River in the Columbus Downtown Business District. An overview of the facilities at the Columbus Civic Center and Ice Rink is listed below:

- Columbus Civic Center
  - 10,000 total seats
  - Multi-purpose facility, basketball, trade shows, family events, civic meetings, concerts, graduations, Hockey and Arena Football
  - Five thousand square feet of hospitality space
  - Kitchen facilities
  - Concession facilities
  - Civic Center opened in June 1996
- Ice Rink
  - 1,141 total seats
  - Ice Rink facility to include events such as public skating, figure skating, ice hockey, College tournaments, Clinics & camps, private parties and events
  - Concession facilities
  - Ice Rink opened on April 29, 2011
- Tenants
  - Columbus River Dragons – Ice Hockey
  - Columbus Lions – Indoor Football

**III. MANDATORY PRE-PROPOSAL SITE VISIT/WALK-THRU**

- A. **The Mandatory Pre-Proposal Site Visit/Walk-Thru is scheduled for 10:00 a.m. Friday, January 22, 2021.** Vendors shall convene in the Administrative Office on the Ground Floor at the Columbus Civic Center, 400 4<sup>th</sup> Street, Columbus, Georgia. **The contact person at the Civic Center will be Ms. Jennifer McVay: 706-225-4847.**
- B. All vendors attending the Mandatory Pre-Proposal Site Visit/Walk-Thru must sign an attendance sheet, complete with the name of the firm, name of the attendee, complete address, phone and fax numbers and e-mail address.
- C. Proposals will only be accepted from offerors attending the Mandatory Site Visit/Walk-Thru.



#### **IV. CONTRACT TERM**

**A.** The term of the contract shall be for one (1) year, with the option to renew for four (4) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

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

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

#### **B. Termination of Convenience**

For the protection of both parties, either party giving 30 days prior notice in writing to the other party may cancel this contract.

#### **V. 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](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.

#### **VI. INDEMNITY CLAUSE**

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

#### **VII. INSURANCE**

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (Form 2)**. **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 name Columbus Consolidated Government as an additional insured, **as well as list the applicable project or annual contract name, and/or Solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

### **VIII. E-VERIFY**

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), DOAS requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant 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 same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>. **A completed, notarized E-Verify Affidavit (Form 3) must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

### **IX. AWARD**

This contract will be awarded totally to one vendor who best responds to the proposal requirements of the RFP and offering the best combination of items identified in **Appendix A, Technical Specifications (Pages 19-22)**. The City reserves the right to reject any, and/or all proposals.

### **X. PROPOSAL AND SUBMISSION REQUIREMENTS**

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar. See Appendix C for Submission Checklist and DemandStar 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 (Form 3), the form titled "Communication Concerning This Solicitation" (Form 4), and the Proposed Offer, etc. (if any),* the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.**

**Section 1: Transmittal Letter**

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and **include the name and email address of contact person(s) during this proposal process**. Specifically designate the company's representative who will serve as lead contact in all communications, is authorized to negotiate on behalf of the company, and is authorized to enter into a contract with the City. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. **An authorized agent of the business must sign the transmittal letter.**

**Section 2: Addenda Acknowledgement**

Acknowledge receipt for all addenda (if any). Addenda will be posted at: [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

**Section 3: E-Verify (Form 3)**

**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 4: Communication Concerning This Solicitation**

Complete the form titled *Communication Concerning This Solicitation* **(Form 4)**

**Section 5: EXCEPTIONS TO THE RFP**

- a. List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission.

Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award.

Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendor's shall be notified in writing if exceptions are not acceptable.

**PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.**

- b. **VENDOR AGREEMENT/CONTRACT FORM:** Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.
- c. **If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.**

**Section 6: Qualifications/Experience**

- a. Describe qualifications and experience with providing soft drink concessions.
- b. Provide the names, address, e-mail address, telephone and fax numbers, and résumés of key personnel who will be assigned to perform the services for this contract.

**Section 7: Service Plan**

- a. Detailed description of the proposed equipment set-up for the Columbus Civic Center and Ice Rink.
- b. Describe in detail the Service Plan that will be followed to provide the soft drink concession services for the Columbus Civic Center and Ice Rink.
- c. List any additional vending opportunities with equipment.
- d. Describe your plan of action and timeline for startup at Columbus Civic Center, with an anticipated **move in date of March 1<sup>st</sup>, 2021**, subject to change.

**Section 8: Branding Concepts/Marketing Support**

Provide a description of product branding/signage concepts.

**Section 9: Client Work History (Form 5)**

Provide at least five (5) clients for whom similar work has been performed or being performed within the last five (5) years. Include entity name, contact person, address, e-mail address, telephone and fax numbers who may be contacted for verification.

**Section 10: Offer**

The Proposer shall delineate a response to Section II Offeror Requirements of the Technical Specifications (Page 21 of 37), and list all items the proposer will commit to provide. Proposer shall include literature and manufacturer's warranty for proposed equipment.

**Section 11: Contract Signature Page**

Complete **Form 6**. City officials will sign the original contract pages after Columbus City Council approves the contract award with the successful firm (*See Note below*). Per the General Provisions, Page 12, Item X, 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; and 6) Awarded Vendor(s) Business Requirements.

***Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.***

**Section 12: Insurance Checklist (Form 2) or Certificate of Insurance (COI).**

**Section 13: W-9, Request for Taxpayer Identification Number and Certification**

Complete and return **Page 1** of the Form W-9, which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Section 14: Business License**

Provide a current 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 Division Manager, at telephone 706-225-3091.

## **XI. RFP EVALUATION**

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

<b>Criteria for Evaluation</b>	<b>Weight</b>
<b>A. Qualifications/Experience</b>	10%
<b>B. Service Plan/Commitment to Tenants</b>	25%
<b>C. Branding Concepts/Marketing Support</b>	25%
<b>D. Offer</b>	40%

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>	
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.

**APPENDIX A**

**TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS**  
**SOFT DRINK CONCESSION/COLUMBUS CIVIC CENTER & ICE RINK**  
**(ANNUAL CONTRACT)**  
**RFP No. 21-0021**

**I. REQUIREMENTS:**

- A.** Soft drink concessions will be defined as all consumable liquid brands and packages that are non-alcoholic, such as but not limited to, bottled and canned sodas, purified drinking water, teas, juices, coffee and sports drinks, and provide vending to the Civic Center and Ice Rink.
- B.** The contracted vendor will supply, service and maintain like new state-of-the-art beverage dispensing machines, refrigerated merchandisers and vending machines at all the venues described within the Civic Center and Ice Rink. There will be no fountain soda at the Civic Center or Ice Rink, unless mutually agreed upon by both parties.
- C.** The contracted vendor shall provide new state-of-the-art lighted menu boards and panels for each concession stand at both the Civic Center and Ice Rink.
- D.** Vendor must present a plan for the type of branding and sponsorship it can provide for the Columbus RiverDragons and the Columbus Lions. Vendor must also work with Columbus Civic Center in-house concessions to include anchor food tenants and participate in Civic Center and Ice Rink events, such as the Greater Columbus Fair for branding/signage.
- E. Vending:**
  - 1. The successful Bidder will supply, install, service and maintain like new, at least six state-of-the-art vending with built-in dollar changers and have card reading machines.
  - 2. Civic Center will mutually agree to the location of each machine and the successful Bidder will install at their expense.
  - 3. Civic Center will mutually agree with the successful Bidder on the retail price of product sold to include vending for employees at the Civic Center and Ice Rink.
- F.** Pricing for all goods must be competitive with existing market throughout the term of the contract and should be defined.
- G.** Vendor must work with contracted catering for private events and outside performers' requests. The contracted vendor will have the opportunity to provide exclusive product to any catered events. Promoters usually have dietary requirements for their teams and performers.
- H.** Vendor identification will be on designated agreed upon signage throughout each facility.

## **I. Branding/Marketing Support:**

There exists powerful advertising and marketing opportunities within each venue. Bidder should explain in detail the commitment to effectively market and promote beverage sales through these venues. i.e. private events, concerts, community initiatives in conjunction with the Civic Center and Ice Rink and should include promotional 'Give-Aways.' The number, type and volume of events should be determined by the Civic Center and the vendor. As a minimum, four events per calendar year are expected.

The successful vendor must propose branding opportunities for beverage advertising to include menu boards, cups/bottles, internal and external signage, wraps, promotional materials and point-of-sale materials.

Successful vendor may propose other promotional activities utilizing Civic Center's marks, including joint promotional activities, all subject to Civic Center's approval.

## **II. OFFER REQUIREMENTS:**

In return for the exclusive rights awarded pursuant to this proposal, the Proposer must agree to provide all of the following or a combination of the items listed:

1. The successful vendor should provide an annual financial commitment to the Civic Center.
2. Rebate
3. Product Pricing
4. Commitment to main tenants (Columbus RiverDragons & Columbus Lions)

Proposer may offer additional incentives, as well.

## **III. PROJECTED EVENTS:**

**Attachment A** is a projected event pro forma for the Civic Center and Ice Rink.



# ATTACHMENT A

## CIVIC CENTER & ICE RINK PROJECTED YEARLY EVENTS AND ATTENDANCE

TYPE OF EVENTS / CIVIC CENTER	# OF EVENTS	AVERAGE ATTENDANCE	TOTAL ATTENDANCE
<b>Concerts</b>	<b>10</b>	<b>3,000</b>	<b>30,000</b>
<b>Sporting Events –</b>			
<b>Columbus RiverDragons:</b> exhibition, regular season, playoffs ( <i>28 regular season games, exhibition and playoffs – approximately 32</i> )	<b>32</b>	<b>2,000</b>	<b>64,000</b>
<b>Columbus Lions:</b> regular season, playoffs	<b>8</b>	<b>2,000</b>	<b>16,000</b>
<b>Family Shows</b>	<b>15</b>	<b>4,000</b>	<b>60,000</b>
<b>Miscellaneous</b>	<b>30</b>	<b>2,000</b>	<b>60,000</b>
<b>TOTAL</b>	<b>95</b>		<b>230,000</b>

TYPE OF EVENTS / ICE RINK	# OF EVENTS
<b>CHA</b>	<b>281</b>
<b>Public Skating</b>	<b>270</b>
<b>Birthday Parties</b>	<b>227</b>
<b>Private Ice Rental</b>	<b>70</b>
<b>Figure Skating</b>	<b>166</b>
<b>College Hockey</b>	<b>14</b>
<b>TOTAL</b>	<b>1,028</b>

# **APPENDIX B**

## **FORMS**

**INSURANCE CHECKLIST**

**RFP No. 21-0021**

**SOFT DRINK CONCESSION/COLUMBUS CIVIC CENTER & ICE RINK  
(ANNUAL CONTRACT)**

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

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

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

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

# FORM 3

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

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

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

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

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

**Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)**

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

**Columbus Consolidated Government**

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

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

*Subscribed and sworn before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
*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.**



# FORM 4

## 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: \_\_\_\_\_

**CLIENT WORK HISTORY**  
**SOFT DRINK CONCESSION/COLUMBUS CIVIC CENTER & ICE RINK**  
**(ANNUAL CONTRACT)**  
**RFP No. 21-0021**

Provide at least three (3) clients for whom similar services have been provided within the last five (5) years. Include entity name, contact name, phone number, email address, date contract began and length of contract.

Client:	Contract Amount:	
	Start Date:	End Date:
Address:	Contact:	
	Telephone:	
	Email:	
Description of services:		
Client:	Contract Amount:	
	Start Date:	End Date:
Address:	Contact:	
	Telephone:	
	Email:	
Description of services:		
Client:	Contract Amount:	
	Start Date:	End Date:
Address:	Contact:	
	Telephone:	
	Email:	
Description of services:		

---

**Company Name**                      **Authorized Signature**                      **Print Name of Signatory**                      **Date**

**FORM 6**

**CONTRACT SIGNATURE PAGE  
SOFT DRINK CONCESSION/COLUMBUS CIVIC CENTER & ICE RINK  
(ANNUAL CONTRACT)  
RFP NO. 21-0021**

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

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

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

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

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

***Company Ordering Address***

***Company Payment Address***

\_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Contact Email \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Contact Email \_\_\_\_\_  
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\*\***

## **APPENDIX C**

## **DEMANDSTAR**

# DEMANDSTAR

## SUBMISSION REQUIREMENTS

**Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar.****

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select “Columbus Consolidated Government” as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at [https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid\\_tabulations.htm](https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm).

**Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.**

**See following pages for an Electronic Proposal Submission Requirements Checklist and information for DemandStar.**

**The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.**



**ELECTRONIC PROPOSAL SUBMISSION CHECKLIST**  
SOFT DRINK CONCESSION/COLUMBUS CIVIC CENTER & ICE RINK  
(ANNUAL CONTRACT)  
RFP No. 21-0021

**Please submit your electronic response as indicated below:**

**IMPORTANT NOTICE:**

1. Vendors shall submit **only** the required documents listed using the “Bidder Response **ALL Documents**” function. **The City will not consider any information submitted as “Supplemental Documents”.**
2. **Zip files with multiple files are not acceptable**; vendors shall submit one PDF file of their submittal.
3. Due to file size limitations, please **do not resend the City’s full specifications** as this information is already on file.

**In the event DemandStar requires a dollar value for your submittal, enter “0”.**

- 1. Transmittal Letter
- 2. Addenda Acknowledgement (if any)
- 3. Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 3)
- 4. Communication Concerning this Solicitation (Form 4)
- 5. Exceptions to RFP
- 6. Qualifications/Experience
- 7. Service Plan
- 8. Branding Concepts/Marketing Support
- 9. Client Work History (Form 5)
- 10. Offer
- 11. Agreement/Contract Form (if any)
- 12. Contract Signature Page (Form 6)
- 13. Insurance Checklist (Form 2)
- 14. Page 1 of Form W-9 – (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- 15. Business License

***Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.***

# DEMANDSTAR REGISTRATION AND SUBMISSION INSTRUCTIONS

## Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

### 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

#### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2019 DemandStar® Corporation. All Rights Reserved.  
206.940.0305

## 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

## 3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

### ← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

---

- City of Metropolis – Board of Commissioners
- City of Metropolis Purchasing
- Metropolis Technical College

---

You have chosen **Metropolis Technical College** as your free agency.  
Add additional government agencies below for \$25 per County,  
Statewide and National subscriptions available.

---

My Subscriptions  [0]

**Nation (0)**

**States (0)**

**Counties (0)**

Total	(0 subscriptions)	Your Current Rate
		<b>\$0/year</b>

**Proceed to Checkout**

**Skip for Now**

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)



2019 DemandStar® Corporation. All Rights Reserved.  
206.940.0305

# Responding to an Electronic Bid

5 Step Instructions

## Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web interface with a navigation bar at the top containing 'Dashboard', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the navigation bar is a large orange arrow labeled 'Bids'. To the right of the arrow is a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of bid entries:

Bid ID	Agency	Broadcast	Due	Planholders	Watch
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch
TESTBID	agency2.0, Texas, FL				

A red arrow points to the 'TSEBIDVINO24JAN01' bid entry.

## Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

**TESTBID**

**Bid Details**

Agency Name: Agency 2.0  
Bid Writer: Agency 2.0  
Bid ID: EBD-123456-0-2020-IND  
Bid Type: E-BID - E-BID  
Broadcast Date: 12/16/2020 2:45:49 Eastern  
Fiscal Year: 2020  
Due: 12/28/2020 12:00 PM Eastern  
Bid Station Text: BID (747) 0

**Scope of Work**

SCOPE TEXT

**Documents**

Filename	Type	Date Modified	Status
file	Attachment	12/16/2020	Complete

**Distribution Info**

Bid Bond: None  
Plan (Assigned): None  
E-Bidding: 1.0 (MS)  
Distributed By: DEMANDSTAR  
Distribution Method: Download (2.18)  
Distribution Options: Bid (No Bid/MS associated with)  
Project Estimated Budget: 1,000,000.00  
Distribution Notes: None

**Publications**

View Log (0)

**Pre-Bid Conference**

No Pre-Bid Conference Data Found

**Commodity Code**

300-340-00 REVENUE SERVICES

**Submit E-Bid Proposal**

## Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

**Enter “0” as your bid (proposal) amount.**

(As cost proposals remain confidential until after contract award (if any), Columbus Consolidated Government will not consider proposed costs, fees, revenue, etc., that are entered directly into DemandStar.)

**DEMANDSTAR** Dashboard **Bids** Quotes **My Bid Progress** **My Bid Responses** **Log Out**

**E-Bid Response**

**Bid Details**

Agency Name: Agency 2.0  
Bid Number: EBD-123456-0-2020-IND  
Bid Due Date: 12/28/2020 (PST)  
Bid Opening: 23 days, 04 hours, 23 minutes, 34 seconds Remaining  
Bid Name: TESTBID

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

**Contact Information**

Company Name: Calgon Carbon Corporation  
Address 1: R. D. Box 717  
Address 2: Address 2  
City: Pittsburgh  
Country: United States of Ame...  
State/Province: Pennsylvania  
County: Select...  
Postal Code: 15230-0717  
Phone Number: 4127878833  
Extension: Extension  
Bid Amount: 127,000  
Alternate Bid Amount: Alternate Bid Amount  
Notes: For the full 6 month contract

**Next**

## Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing **only** the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

**NOTE:** Out of fairness to all vendors, the City will not consider any information submitted using the "Supplemental Documents" function.

**Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.**

**BEST PRACTICE TIP:** In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page:  
[https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm).

## Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.



**EXHIBIT C**

*Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)*

*Buffalo Rock Company*

*Proposal Submission*

## Section 1 - Transmittal Letter:

### About Us

The Lee family started Buffalo Rock Company in 1901, and it has been an iconic part of the beverage industry ever since. James C. Lee, III serves as Chairman and CEO, and is a 4th generation Lee family member. Jimmy is a civic-minded leader and involved in the community, things he also expects of leadership throughout his company.

The mission of the Buffalo Rock Company is to be the premier provider of beverages and food products. We have 10 divisions inclusive of 2,100 employec-partners who are committed to this mission.

We value...

- Consumers who buy our products
- Customers who sell our products
- Employee-Partners who make it all happen (recognition and reward)
- Personal development and continuous learning
- Empowerment, personal responsibility, and accountability
- Continuous improvement in everything we do
- Innovation and agility to meet market needs and achieve competitive advantage.
- Fact based decisions.
- A safe and productive work environment
- Communities in which we live and work.

With over 119 years of experience in the beverage industry, Buffalo Rock has been recognized throughout the years as an innovator and has won numerous industry awards; namely the Donald M. Kendall Bottler of the Year Award (the highest honor bestowed upon Pepsi bottlers) as well as Beverage Industry's Bottler of the year (the highest recognition bestowed in the industry).

Buffalo Rock is the largest single family-owned Pepsi bottler in the United States. In addition, as part of Keurig Dr Pepper's Pepsi system, Buffalo Rock is the 2nd largest Dr Pepper bottler, and largest Sunkist and Canada Dry bottler.

Some interesting facts about our company:

- We manufacture and sell almost a billion containers of product annually.
- Our local facilities include 14 distribution centers that encompass over 1.4 million square feet on approximately 190 acres.
- We service a population base of over 6.5 million and have 15,000 retail customers.
- We have 80,000 pieces of equipment (Vendors, Cooler, Fountain units) in the marketplace.
- Our fleet is approximately 1,800 units.
- Our production facility houses 8 production lines under one roof.
- We produce 12oz cans at speeds of 1,100 cans per minute and produce 20oz bottles at speeds of 900 bottles per minute.

- 85% of everything we sell, we manufacture in Birmingham, Alabama.
- The average tenure within our company is more than twice that of the national average.
- 10% of our Employee-Partners are veterans of the US Armed Forces

We are proud to be a neighborhood company, made up of dedicated men and women who strive to be the best each and every day.

**Columbus Ga local division information**

Buffalo Rock Company

4356 Allied Drive.

Columbus Ga 31906

Division phone # 706-687-1240

**Division contacts..**

Michael Bencko – 205-288 2718 - [MBencko@buffalorock.com](mailto:MBencko@buffalorock.com)

Keith Dedge – 229-881-6163 – [kdedge@buffalorock.com](mailto:kdedge@buffalorock.com)

The RFP proposal No. 21-0021 is binding for 120 days from the date of this proposal.

Keith Dedge – lead contact



2/3/2021

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



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

100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
BidLine 706-225-4538  
[www.columbusga.org](http://www.columbusga.org)

January 28, 2021

**Addendum No. Two**

**Soft Drink Concession/Columbus Civic Center & Ice Rink  
(Annual Contract)  
RFP No. 21-0021**

**Acknowledgment of receipt of Addenda must be included with sealed Proposal.**

**Initials:** JPD

**Company:** Bottles & More Company

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

**A. City's response to requests for clarification**

1. Question: "What were the beverage sales for each of the previous 3 years?"

Response: **Please see Attachment 1.**

2. Question: "Are concession sales included?"

Response: **Yes.**

3. Question: "What equipment is needed for concession sales? Cold vaults – Coolers? How many?"

Response: **Ten (10) cold vaults are needed, which include concessions at the Ice Rink.**

4. Question: "Does the concession vendor have to buy from bid winner?"

Response: **Yes. The awarded vendor will be the exclusive vendor from which concessions and catering will make soft drink purchases.**





5. Question: "Who are the concessionaires?"

Response: Currently, the only concessionaire is Bruster's Real Ice Cream. All other concessions are operated by the Columbus Civic Center.

6. Question: "What are the dimensions of the lighted state of the art menu boards, and how many are required?"

Response: The Civic Center & Ice Rink currently have thirteen (13) menu boards (Samsung LED TV Monitors). Their dimensions are: Height - 26" x Width - 42". For the new menu boards, we would like at least 42" in width for all thirteen (13) locations. See Attachment 2 for a photo of an existing menu board.

7. Question: "Are vending machines on during events (i.e., hockey games)?"

Response: Yes. The retail price for vending will be the same as concessions price.

8. Question: "Vending – are you looking to self-fill or have machines serviced?"

Response: The machines will have to be serviced by the vendor.

## **B. 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



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



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

100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
BidLine 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

January 20, 2021

**Addendum No. One**

**Soft Drink Concession/Columbus Civic Center & Ice Rink**  
**(Annual Contract)**  
**RFP No. 21-0021**

**Acknowledgment of receipt of Addenda must be included with sealed Proposal.**

**Initials:** \_\_\_\_\_

*SKD*

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

*Buffalo Jack Company*

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

**A. Mandatory Pre-Proposal Site Visit Cancelled**

The Mandatory Pre-Proposal Site Visit that was scheduled for Friday, January 22, 2021, is hereby cancelled. Vendors interested in submitting a proposal are encouraged to submit any questions for this RFP to [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org).

**B. 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





# FORM 3

## 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:

\_\_\_\_\_  
416516  
Company ID Number (numerical, 4-7 digits)

\_\_\_\_\_  
5/19/2011  
Date of Authorization

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

\_\_\_\_\_  
Buffalo Rock Company  
Name of Contractor

\_\_\_\_\_  
Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)  
Name of Project

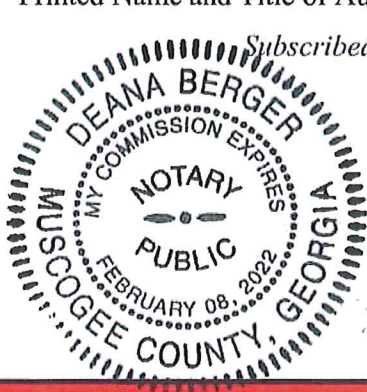
\_\_\_\_\_  
Columbus Consolidated Government  
Name of Public Employer

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

Executed on February 3, 2021 in Columbus (city), GA (state).

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

Keith Dudge - Business Development  
Printed Name and Title of Authorized Officer or Agent



Subscribed and sworn before me on this the 3 day of February, 2021.

\_\_\_\_\_  
Deana Berger  
NOTARY PUBLIC

My Commission Expires:  
02/08/2022

**FORM 4**

**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:                     Buffalo Rock Company                    

Print Name of Authorized Agent:                     Keith Dedge                    

Signature of Authorized Agent:                     [Signature]



DELIVERING REFRESHMENT ACROSS THE SOUTH

Exceptions to the RFP

No Exceptions





DELIVERING REFRESHMENT ACROSS THE SOUTH

Buffalo Rock has been in the beverage industry for 119 years, within this time we have serviced and maintained multiple civic centers, arena's , ballpark and football concessions throughout our region .

## Key Individuals

Name	Email	Telephone	Experience
Keith Dedge	<a href="mailto:kdedge@buffalorock.com">kdedge@buffalorock.com</a>	229-436-9553	27 Years
Michael Bencko	<a href="mailto:mbencko@buffalorock.com">mbencko@buffalorock.com</a>	706-683-8068	23 Years

Buffalo Rock is committed to providing quality products and quality service. We have a great working relationship with on-site management and should any issues arise , we take pride in offering a fast and complete resolution.

## **Section 7**

### **Service plan..**

**A - \*Civic Center, Ice Rink & Employee** – \*1 Vendo 621 Stack Soft Drink Vendor with 6 selections and credit card reader, 2 AMS 35 snack vendors with 35 selections and credit card readers, \*Bunn Coffee machines ( as needed, minimum 1 per concession, minimum 1 in ice rink, minimum 1 for employee use ), \*Variety of Habco single door and double door beverage coolers ( as needed, minimum of 10 as defined in Addendum 2, question #3), \*Vendo 721 Stack Soft Drink Vendor 10 selections with credit card readers for use in main Civic Center and Ice Rink ( as needed, outside and on main interior levels )

**B - Buffalo Rock** will service Columbus Civic Center no less than on a weekly basis. Buffalo Rock is currently working with Civic Center staff by phone and by email and is available to make deliveries Monday through Friday during normal business hours 7am-5pm.

Buffalo Rock has an after-hours line for emergency deliveries and / or service repairs as well. We will make every attempt to stock the Civic Center concessions well before the events, but the after-hours line is there if needed.

**C – None**

**D – Buffalo Rock** equipment is already in place. Addition equipment will be offered as needed and mutually agreed upon by Buffalo Rock and Civic Center management.

## **Section 8**

### **Branding Concepts**

Buffalo Rocks primary partner is parent company Pepsi although we also carry other national brand products, so our branding is on a national level.

We also have an in-house marketing company that will provide event banners, event truckbacks, event coroplast signs at no charge.

Buffalo Rock will work with Columbus Civic Center staff to brand concession stands with our national Pepsi Globe concept.

Buffalo Rock will provide coolers and / or vending machines to the concession stands and main level Columbus Civic Center thoroughfares.

**FORM 5**

**CLIENT WORK HISTORY  
SOFT DRINK CONCESSION/COLUMBUS CIVIC CENTER & ICE RINK  
(ANNUAL CONTRACT)  
RFP No. 21-0021**

Provide at least three (3) clients for whom similar services have been provided within the last five (5) years. Include entity name, contact name, phone number, email address, date contract began and length of contract.

Client: <input type="text" value="Columbus Civic Center"/>	Contract Amount: <input type="text" value="N/A"/>
	Start Date: <input type="text" value="N/A"/> End Date: <input type="text"/>
Address: <input type="text" value="400 4th St&lt;br/&gt;Columbus Ga 31901"/>	Contact: <input type="text" value="Jennifer Mcvay"/>
	Telephone: <input type="text" value="706-225-4847"/>
	Email: <input type="text" value="JMcVay@columbusga.org"/>
Description of services: <input type="text" value="We have soft drink and snack vending, we have coffee services, we have concession services with coolers in place for single serve soft drink, water, juice &amp; Gatorade sales"/>	
Client: <input type="text" value="Columbus State University"/>	Contract Amount: <input type="text" value="N/A"/>
	Start Date: <input type="text" value="Mar 1, 2011"/> End Date: <input type="text" value="ongoing"/>
Address: <input type="text" value="4225 University Ave.&lt;br/&gt;Columbus Ga 31907"/>	Contact: <input type="text" value="David Mitchell"/>
	Telephone: <input type="text" value="706-507-8906"/>
	Email: <input type="text" value="david4@columbusstate.edu"/>
Description of services: <input type="text" value="We have soft drink and snack vending on campus, we have coffee services."/>	
Client: <input type="text" value="Auburn University"/>	Contract Amount: <input type="text" value="N/A"/>
	Start Date: <input type="text" value="Jan. 1, 2016"/> End Date: <input type="text" value="Ongoing"/>
Address: <input type="text" value="212 Ingram Hall&lt;br/&gt;Auburn University, Al 36849"/>	Contact: <input type="text" value="Courtney Raville"/>
	Telephone: <input type="text" value="334-844-3573"/>
	Email: <input type="text" value="car0046@auburn.edu"/>
Description of services: <input type="text" value="We have soft drink and snack vending on campus, we have coffee services."/>	

*Buffalo Truck*      *Keith Dodge*      *Keith Dodge*      *2-18-21*  
 \_\_\_\_\_  
 Company Name                      Authorized Signature                      Print Name of Signatory                      Date





DELIVERING REFRESHMENT ACROSS THE SOUTH

## Client Work History

Columbus Civic Center – 400 4<sup>th</sup> Street Columbus, Ga 31901

Contact- Jennifer Mcvay [JMcvay@columbusga.org](mailto:JMcvay@columbusga.org) 706-225-4847

Columbus State University – 4225 University Ave Columbus, Ga 31907

Contact – David Mitchell\_ [david4@columbusstate.edu](mailto:david4@columbusstate.edu) 706-507-8906

Auburn University – 212 Ingram Hall Auburn University ,Al 36849

Contact – Courtney Raville [car0046@auburn.edu](mailto:car0046@auburn.edu) 334-844-3573

Pharmavite- 4701 North Park Road Opelika ,Al 36801

Contact – Mark Smith [msmith@pharmavite.net](mailto:msmith@pharmavite.net) 334-705-8172

Pratt & Whitney- 8801 Macon Road Midland, Ga 31820

Contact – Donnie Mason [Donald.mason@pw.utc.com](mailto:Donald.mason@pw.utc.com) 706-786-5096



DELIVERING REFRESHMENT ACROSS THE SOUTH

## Offer

1. Buffalo Rock will provide a \$10,000 annual financial commitment.
2. Buffalo Rock will give a \$3.00 rebate back on all 24 pack Carbonated /Non-Carbonated /Isotonic Beverages and on 12 pack Energy Beverages.
3. Product Pricing: 20 oz. CSD's \$25.34 20 oz. Water \$16.46 20 oz. Gatorade \$24.87 Energy \$15.37  
Vending: Ice rink 20 oz. CSD \$2.00 20 oz. Gatorade/15.2 oz. Juice \$2.25 16 oz. Energy \$3.25 Employee 20 oz. CSD \$1.75 Gatorade/15.2 oz. Juice \$2.00  
Snacks: LSS Chips \$1.25 Crackers \$.85 Candy \$1.75/\$1.50 Pastry \$1.50/\$1.25  
Will Pay 10% Commission on net revenue of vending machines maintained by Buffalo Rock.
4. Buffalo Rock has a great partnership with both tenants and supports both in many aspects , we will continue to work with both closely to meet there expectations.



DELIVERING REFRESHMENT ACROSS THE SOUTH

## Proposed Equipment

Civic Center - Employees— 1 Vendo 621 Stack Vendor 6 selections with credit card reader  
1 AMS snack 35 selections with credit card reader

Variety of Habco Single Door & Double Door Beverage Coolers

Bunn Coffee Machines

Civic Center Ice Rink – 2 Vendo 721 Stack Vendor 10 selections with credit card reader  
1 AMS snack 35 selections with credit card reader

Habco Beverage Cooler

Bunn Coffee Machine

Buffalo Rock will be responsible for the service and maintenance of all equipment provide by Buffalo Rock. In the event a piece of equipment cannot be repaired , we will replace with no charges to the civic center.

**EXHIBIT D**

*Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract)*

*Buffalo Rock*

*Clarification Documents*

## Sandra Chandler

---

**From:** Keith Dedge <kdedge@buffalorock.com>  
**Sent:** Friday, April 16, 2021 3:26 PM  
**To:** Sandra Chandler  
**Cc:** Trent Davidson; Michael Bencko  
**Subject:** [EXTERNAL] Buffalo Rock Response  
**Attachments:** RFP 21-0021 (Buffalo Rock) 4-15-21.pdf

Sandra,

Buffalo Rock Response...

Item #1

Yes, Buffalo Rock agrees to creating branding concepts similar to the image listed.

Buffalo Rock Response...

Item#2

Buffalo Rock would be willing to promote Columbus Civic center nationally by way of our Buffalo Rock website listing Columbus Civic center as a Buffalo Rock business partner.

Buffalo Rock agrees to do a geo fencing strategic digital advertising campaign that also encompass word specific word searches along with many other specified audience and location targeting. This can touch all states mentioned, and we can get as specific with the targeted audience and strategic reach through the digital advertising realm.

Thanks,

**Keith Dedge** | Business Development Coordinator

Buffalo Rock-Pepsi | O: 229-436-9553 | C: 229-881-6163

---

**From:** Sandra Chandler <[SChandler@columbusga.org](mailto:SChandler@columbusga.org)>

**Sent:** Thursday, April 15, 2021 9:55 AM

**To:** Keith Dedge <kdedge@buffalorock.com>

**Subject:** RFP No. 21-0021 Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract) - letter attached!

**Importance:** High

This email is from outside Buffalo Rock. Please use extreme caution when opening attachments or clicking links.

Please read and respond to the attached important letter.

Respectfully,  
<image001.jpg>



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

April 15, 2021

Mr. Keith Dedge

[kdedge@buffalorock.com](mailto:kdedge@buffalorock.com)

Buffalo Rock Company  
4356 Allied Drive  
Columbus, GA 31906

Reference: RFP No. 21-0021 Soft Drink Concession/Columbus Civic Center & Ice Rink  
(Annual Contract)

Dear Mr. Dedge:

The Evaluation Committee appreciates your prompt response to the previous clarification request; however, additional clarifications are needed:

- 1) The City is interested in using an area within the venue as a 'branding opportunity' that would attract attention, promote Buffalo Rock's products, and generate excitement. Would Buffalo Rock be agreeable to creating branding concepts similar to the image below?



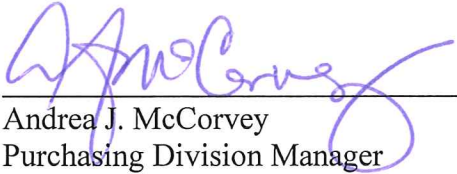
**COLUMBUS**  
GEORGIA  
We do amazing.

2) What is Buffalo Rock willing to offer Columbus to promote the Columbus Civic Center and Ice Rink regionally (i.e., AL, FL, LA, SC, TN)?

Please forward your response to the attention of Sandra Chandler at [schandler@columbusga.org](mailto:schandler@columbusga.org), or via fax to (706) 225-3033. Your response is requested no later than 3:00 P.M. (EST) on Monday, April 19, 2021.

Your continued cooperation in this process is greatly appreciated.

Sincerely,



---

Andrea J. McCorvey  
Purchasing Division Manager



## Question #1

What will Buffalo Rock offer in branding/marketing elements?

\*Buffalo Rock will offer quarterly Radio and Television promotions for Columbus Civic Center to promote events. Buffalo will offer big box store coupons with coupons attached to our products that promote Civic Center events. Buffalo Rock will run truck backs promoting Civic Center events. Buffalo Rock will offer a \$1000.00 basketball package, a \$1000.00 outdoor package and a \$1000.00 tailgate package as raffle events for the Columbus Civic Center.

## Question #2

What will Buffalo Rock offer annually in complementary product?

\*Buffalo Rock will offer \$5000.00 in annual product donations.

## Question #3

Please provide the specific names of soda products and snacks listed on page #10, "Offer" of your proposal.

### **\*\*Beverage and Snack List**

#### **20 oz. Soda's**

Pepsi, Diet Pepsi, Pepsi Zero

Mountain Dew, Diet Mountain Dew, Mountain Dew Voltage

Canada Dry Ginger Ale

Sunkist, Diet Sunkist, Sunkist Peach, Sunkist Strawberry

Grapico, Sunfresh Lemonade, Sierra Mist, Dr Wham

Lipton Green Tea, Diet Lipton Green Tea, Lipton Peach Tea

#### **20 oz. Water**

Aquafina

#### **20 oz. Gatorade**

Glacier Freeze, Fierce Grape, Orange, Fruit Punch, Lemon Lime,

**15.2 oz. Juices**

Dole Orange Juice, Dole Apple Juice , Ocean Spray Cran Grape, Ocean Spray Cranberry

**16 oz. Energy**

Bang, Rockstar, Mt Dew Amo

**Cold Coffee**

Starbucks, Bang Keto Coffee

**Frito Lay Chips**

Dorito Nacho, Lay's Regular, Cheeto's, Ruffles Cheddar Sour Cream , Frito's Honey Twist

**Other Chips**

Nacho Bugles , Cheez-it , Smartfood Popcorn, Golden Flake sweet Heat

**Crackers**

Frito Lay Cheese and Peanut Butter

Frito Lay Toast and Peanut Butter

**Candy**

Reese Cups, Kit Kat, Whatchamacallit, Snickers, M&M Peanuts, Twix, Baby Ruth, Black Forest Fruit Snacks

**Pastries**

Mrs. Freshley's Honey Buns , Mrs. Freshley's Mini Donuts, Chex Mix , Pop Tarts , Austin Zoo crackers , Rice Krispy Treats

**Question #4**

Will Buffalo Rock require the city to sign any additional agreements if awarded the contract?

\*\*No

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

March 31, 2021

Mr. Keith Dedge

*kledge@buffalorock.com*

Buffalo Rock Company  
4356 Allied Drive  
Columbus, GA 31906

Reference: RFP No. 21-0021 Soft Drink Concession/Columbus Civic Center & Ice Rink  
(Annual Contract)

Dear Mr. Dedge:

Thank you for your submission for the subject solicitation. The Evaluation Committee has reviewed your proposal and requests the following clarifications:

- 1) What will Buffalo Rock offer in regard to branding/marketing elements? The RFP specifications requests Bidder to explain in detail the commitment to effectively market and promote beverage sales through these venues. i.e., private events, concerts, community initiatives in conjunction with the Civic Center and Ice Rink and should include promotional 'Give-Aways.' The number, type and volume of events should be determined by the Civic Center and the vendor. As a minimum, four events per calendar year are expected. **Please be more specific and delineate all that Buffalo Rock is willing to provide.**
- 2) What will Buffalo Rock offer annually for complimentary product?
- 3) Please provide the specific brand names of soda products and snacks listed on page 10, "Offer," of your proposal.
- 4) Will Buffalo Rock require the City to sign any additional agreements if awarded the contract?



Please forward your response to the attention of Sandra Chandler at [schandler@columbusga.org](mailto:schandler@columbusga.org), or via fax to (706) 225-3033. Your response is requested no later than 3:00 P.M. (EST) on Friday, April 2, 2021.

Your continued cooperation in this process is greatly appreciated.

Sincerely,



---

Andrea J. McCorvey  
Purchasing Division Manager