

**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

<b>REQUEST FOR PROPOSALS:</b>  <b>RFP NO. 21-0021</b>	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:  <b>SOFT DRINK CONCESSION/ COLUMBUS CIVIC CENTER &amp; ICE RINK (ANNUAL CONTRACT)</b>
<b>GENERAL SCOPE</b>	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.
<b>DUE DATE</b>	<b>FEBRUARY 5, 2021 – 5:00 PM (EASTERN)</b>
<b>PROPOSAL SUBMISSION REQUIREMENTS</b>	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>
<b>MANDATORY PRE-PROPOSAL SITE VISIT/ WALK-THRU</b>	<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>  <i>For those attending these site inspections, masks will be required, and social distancing will be mandatory.</i>
<b>ADDENDA</b>	<b><u>IMPORTANT INFORMATION</u></b>  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>
<b>NO PROPOSAL SUBMISSION</b>	<i>If you are not interested in this solicitation, please complete and return page 3.</i>



Andrea J. McCorvey  
Purchasing Division Manager

# **IMPORTANT INFORMATION**

## **e-Notification**

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

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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)

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

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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)**

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

TYPE OF EVENTS / ICE RINK	# OF EVENTS
CHA	281
Public Skating	270
Birthday Parties	227
Private Ice Rental	70
Figure Skating	166
College Hockey	14
<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
<b>X</b>	1. Worker's Compensation and Employer's Liability	<b>STATUTORY REQUIREMENTS</b>	
<b>X</b>	<b>Comprehensive General Liability</b>		
<b>X</b>	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	<b>Automobile Liability</b>		
<b>X</b>	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
<b>X</b>	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
<b>X</b>	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
<b>X</b>	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	
X	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	25. The City shall be named Additional Insured on all policies		
X	26. Certificate of Insurance shall show Bid Number and Bid Title		

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

**BIDDER'S STATEMENT:**

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

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

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

# 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.**

**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: <span style="float: right;">End Date:</span>
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Client:	Contract Amount:
	Start Date: <span style="float: right;">End Date:</span>
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Client:	Contract Amount:
	Start Date: <span style="float: right;">End Date:</span>
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

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

(Corporate seal, if applicable)

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

*Company Ordering Address*

*Company Payment Address*

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

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

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

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

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

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

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

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

APPROVED AS TO LEGAL FORM:

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

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

ATTEST:

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

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

# **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

Your email address here

Company Name

Your company name here

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

Next



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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

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

Select State

County

Select County

☐ City of Metropolis – Board of Commissioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

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

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)

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

Proceed to Checkout

Skip for Now

SIGN UP

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



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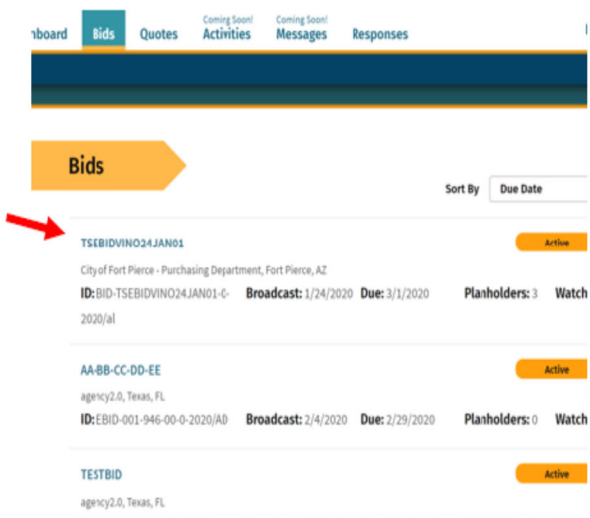
# Responding to an Electronic Bid

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



## 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"

**Bid Details**

Agency Name: Agency A  
 Bid Number: BID-123456-0-2101-ND  
 Bid Due Date: 12/15/2022 2:40:41 PM (GMT-5)  
 Bid Opening: 12/15/2022 10:00:00 PM (GMT-5)  
 Bid Name: TESTBID

**Scope of Work**

SCOPE OF WORK

**Documents**

Filename	Type	Date Modified	Status
file	Attachment	12/15/2022	Complete

**Distribution Info**

Bid Bond: None  
 Plan (Assigned): None  
 E-Bidding: 1/0/0/1  
 Distributed By: DemandStar  
 Distribution Method: Download (16)  
 Distribution Options: Bid has no documents associated with it  
 Project Estimated Budget: 1,000,000.00  
 Distribution Notes: None

**Publications**

View Log (1)

**Pre-Bid Conference**

No Pre-Bid Conference Data Found

**Commodity Code**

[001-340-00] PLUMBING 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.)

**Bid Details**

Agency Name: Agency A  
 Bid Number: BID-123456-0-2101-ND  
 Bid Due Date: 12/15/2022 (PST)  
 Bid Opening: 23 days, 04 hours, 23 minutes, 34 seconds Remaining  
 Bid Name: TESTBID

**E-Bid Progress**

- Contact Information
- Documents Uploaded
- Review Bid

**E-Bid Response**

**Contact Information**

Company Name: Calgon Carbon Corporation  
 Address 1: R. D. Box 717  
 Address 2: Address 2 (optional)  
 City: Pittsburgh  
 Country: United States of America  
 State/Province: Pennsylvania  
 County: Spotsylvania  
 Postal Code: 15230-0717  
 Phone Number: 4127876800  
 Extension: Extension (optional)  
 Bid Amount: 0  
 Alternate Bid Amount: Alternate Bid Amount (optional)  
 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).

The screenshot shows the DEMANDSTAR E-Bid Response interface. On the left, the 'Bid Details' sidebar lists agency information and bid progress. The main area is titled 'E-Bid Response'. Under 'Required Documents', there is a list of accepted file formats including PDF, Word, and Excel. Below this, a table shows the 'Required Document', 'Submission Option', and 'Uploaded Document'. A green arrow points to the 'Upload Complete File' button. To the right, the 'Supplemental Documents' section has a warning: 'DO NOT USE SUPPLEMENTAL DOCUMENTS' with a red arrow pointing to it.

## 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.

The screenshot shows the DEMANDSTAR 'Review Your E-Bid Response' page. The left sidebar shows 'Bid Details' and 'E-Bid Progress'. The main area is titled 'Review Your E-Bid Response'. It displays 'Contact Info' with fields for Company Name, Address, City, State, Country, Postal Code, Phone Number, and Fax. Below this, it shows 'Agency Required Documents' and 'Supplemental Documents'. A red arrow points to the 'Submit Response' button at the bottom right.