

**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)

October 25, 2021

<b>REQUEST FOR PROPOSALS:</b>  <b>RFP NO. 22-0012</b>	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:  <b>ANCHOR TENANTS FOR CONCESSION &amp; RETAIL SERVICES/COLUMBUS CIVIC CENTER II (ANNUAL CONTRACT)</b>
<b>GENERAL SCOPE</b>	The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals for anchor tenants for concession and retail services at the Columbus Civic Center. The City has identified the need to contract with additional vendors to provide the requested services. The term of this contract shall be for two years, with an option to renew for three additional twelve-month periods. Vendors responding to the Primary Contract are not required to submit for this Secondary Contract.
<b>DUE DATE</b>	<b>November 19, 2021 – 5:00 PM (EASTERN)</b>
<b>SUBMISSION REQUIREMENTS</b>	See Appendix C for <i>Submission Requirements, Submission Checklist and Demandstar Registration and Submission Instructions.</i>
<b>NON-MANDATORY SITE VISIT</b>	<b>Non-Mandatory</b> Site Visits will be held on Friday, November 5, 2021, at 10:00 AM. Those interested in attending should complete the <i>Attendance Confirmation Form</i> found on page 13. Those not interested in attending due to Covid-19 are still encouraged to submit their proposals. <i>For those attending, 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 2.</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. 22-0012** for **Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (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 UNTIL AFTER AWARD.**

**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 \$25,000.00, 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. 22-0012; Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (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**

## **ANCHOR TENANTS FOR CONCESSION & RETAIL SERVICES/COLUMBUS CIVIC CENTER II (ANNUAL CONTRACT) RFP No. 22-0012**

The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals for anchor tenants for concession and retail services at the Columbus Civic Center.

The term of this contract shall be for two years, with an option to renew for three additional twelve-month periods. Proposers for the Primary Contract are not required to submit a proposal in response to this advertisement. The City has identified the need to contract with additional vendors to provide the requested services.

### **A. PROPOSAL SUBMITTAL DATE:**

**PROPOSALS ARE DUE: NOVEMBER 19, 2021 NO LATER THAN 5:00 PM (Eastern).** *Submit one electronic response via DemandStar.*

**After award of Contract by Columbus Council, awarded vendor(s) 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, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

### **D. QUESTIONS ABOUT THE RFP:**

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. **Questions and Requests for Clarification will be received until five business days prior to the proposal due date.**



**E. PUBLIC INFORMATION:**

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

**F. ADDENDA:**

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

**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 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.

**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. The procurement ordinance is codified on Section 2-3.03 of the Columbus Code and can be accessed through the City's web-site at [https://library.municode.com/ga/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/ga/columbus/codes/code_of_ordinances).

**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 **180 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 shall submit a written request to the Purchasing Division.

**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.

**AA. RIGHT TO PROTEST:**

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

**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)

## **NON-MANDATORY SITE VISIT ATTENDANCE CONFIRMATION FORM**

**DATE:** \_\_\_\_\_**TO:** Sandra Chandler, Buyer I**FAX NO.** (706) 225-3033**RE:** RFP NO. 22-0012 Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (Annual Contract)

### **NON-MANDATORY SITE VISIT:**

**SITE VISITS are scheduled for FRIDAY, NOVEMBER 5, 2021 at 10:00 AM. Attendance at the non-mandatory site visit is not a requirement of this Proposal.** Vendors are instructed to convene in the Administrative Office on the Ground Floor at the Columbus Civic Center, 400 4<sup>th</sup> Street, Columbus, Georgia. Vendors must complete this notification form to confirm attendance, and email completed form to [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org). **Those not interested in attending due to Covid-19 are still encouraged to submit their proposals. For those attending the site visit, masks will be required, and social distancing will be mandatory.**

**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 will be binding.

**Completing and forwarding this form to the Purchasing Division confirms your attendance at the Non-Mandatory Site Visit(s).**

**(PLEASE PRINT)**

**I will be attending the Site Visit scheduled for Friday, November 5, 2021 at 10:00 AM**

**FROM:**\_\_\_\_\_  
Company Name

**PLEASE INDICATE THE NUMBER OF REPRESENTATIVES ATTENDING:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent\_\_\_\_\_  
Mailing Address\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip Code\_\_\_\_\_  
Telephone Number\_\_\_\_\_  
Fax\_\_\_\_\_  
Email address

# GENERAL SPECIFICATIONS

## ANCHOR TENANTS FOR CONCESSION & RETAIL SERVICES/COLUMBUS CIVIC CENTER II (ANNUAL CONTRACT) RFP No. 22-0012

### **I. SCOPE**

It is the intent of Columbus Consolidated Government (City) to enter into an annual contract with qualified offerors to provide all equipment and personnel necessary to be an anchor tenant for concession and retail services at the Columbus Civic Center.

A Primary RFP has already been advertised and proposals received. The City is in the midst of evaluating those proposals. In an effort to obtain additional anchor tenants, a second RFP is required. **Vendors who have already responded to the Primary RFP, RFP No. 21-0007, Anchor Tenants for Concession & Retail Services/Columbus Civic Center (Annual Contract), are not required to submit a proposal for this secondary RFP.**

Technical Specifications are listed in **Appendix A**.

Various locations are available within the Civic Center for Anchor Tenants. [Award and assignment of locations will be at the discretion of the City.](#) **Firms will be required to identify location(s) for which they want to be considered; refer to Appendix A, Technical Specifications, I. Requirements, C. Locations, page 21.**

### **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. EVENTS ATTENDANCE**

Events attendance for the Civic Center for FY19:

<b>EVENT</b>	<b>DATE</b>	<b>ATTENDANCE</b>
Indoor Football	4/19/2019	1,773
Indoor Football	5/4/2019	1,306
Indoor Football	5/11/2019	3,436
Indoor Football	6/1/2019	941
Indoor Football	6/29/2019	1,626
AL vs GA Allstar	3/15/2019	480
Black Rodeo	7/14/2018	1,901
Charlie Wilson	12/31/2018	1,810
Denim & Diamonds	6/18/2019	2,288
Disney on Ice	04/11-19/19	15,769
Soulfest	10/13/2018	2,041
Father's Day Blues Show	6/19/2019	1,672
GHSA Cheerleading	11/9-10/19	18,881
Harlem Globetrotters	1/18/2019	2,846
Holiday Comedy Show	12/28/2018	2,137
Kane Brown Concert	1/12/2019	6,096
March Madness Concert	3/23/2019	7,147
Monster Trucks	2/1/2019	7,981
Muscogee Roller Girls	8/25/2018	733
Newsboys Concert	10/20/2018	1,429
Sesame Street	3/27/2019	1,811
Stellar Circus	10/30/2018	2,985
TI Concert	12/1/2018	2,662
WWE	10/4/2019	3,849
WWE	7/27/2018	4,267
<b>Total attendance:</b>		<b>97,867</b>

### **IV. NON-MANDATORY SITE VISITS**

Vendors have the option to visit the Columbus Civic Center to become fully acquainted with existing conditions, facilities, difficulties, and restrictions. Non-Mandatory Site Visit will be held on **Friday, November 5, 2021 at 10:00 AM**. Those interested in attending the site visit should complete the ***Attendance Confirmation Form*** found on page 13. Those not interested in attending due to Covid-19

are still encouraged to submit their proposals. ***For those attending site visit(s), masks will be required, and social distancing will be mandatory.***

## **V. CONTRACT TERM**

**A.** The term of this contract shall be for two years, with an option to renew for three additional twelve-month periods. Contract renewal shall 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 Purchasing 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.

The financial conditions shall be re-negotiated during the sixty-day period immediately preceding the Renewal Option Exercise Date. At the conclusion of said negotiations Contractor shall provide Columbus Civic Center with an irrevocable written consideration offer. The City can decide as to whether or not to exercise the allowable option with the extension continuing the terms and conditions of the Agreement except for the financial consideration and such other provisions as may be changed by mutual agreement of the parties.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then 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 for Convenience**

For the protection of both parties, either party giving 60 days prior notice in writing to the other party may cancel this contract.

## **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), Columbus Consolidated Government 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. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

*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, and the form titled "Communication Concerning This Solicitation",* 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**

- A. 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.**

- B. **Proposed Location Form (Form 8):** Vendors should refer to the **Arena Plan (Attachment B)** and the **Concourse Plan (Attachment C)** to review the layout/positions of available locations within the Civic Center. **Return Form 8 indicating the location(s) for which you want to be considered.**

**Section 2: Addenda Acknowledgement (Form 4)**

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: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (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 5)*

**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.**

**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. Vendors 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.

**If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.**

**Section 6: Performance Bond/Letter of Credit/Cashier's Check**

Provide statement on Company letterhead to show proof that if awarded this contract, vendor shall have the capacity to provide the City with a Performance Bond, cashier's check, or notarized irrevocable Letter of Credit, in a form acceptable to the City, in the amount of Twenty-Five Thousand Dollars (\$25,000.00), **within ten (10) calendar days**

**after notification of award.** In addition, in the event of a material breach by Contractor of the terms and conditions of this contract, Operator shall pay to Columbus Consolidated Government the sum of Twenty-Five Thousand Dollars (\$25,000.00) as liquidated damages and not as a penalty. Said payment on the part of Contractor will be a provision of this contract and a condition of the performance heretofore referred.

**Section 7: Qualifications/Experience**

- A. This section shall address the vendor's qualifications and experience in the Concession/Restaurant business.
- B. Provide the names and resumes of the personnel who will be assigned to perform the services.

**Section 8: Branding/Concession Menu Items/Operation Plans**

- A. Describe how the space intends to be branded/identified.
- B. Provide a list of items to be sold.
- C. Provide an operational plan, including, as a minimum:  
Proposed menus showing portion sizes and proposed selling prices for the first year of operation. **Please note whether service charges and sales taxes are included or excluded from the menu prices.**

**Section 9: Client Work History (Form 6)**

A list of other facilities, similar to the Columbus Civic Center, that Proposer has provided similar services within the past five (5) years. Please provide detailed information, e.g., name, address and telephone number of the facility, contact name, e-mail address, length of time served, and nature of services provided.

**Section 10: Letters of Commendation**

Provide copies of recent letters of commendation from clients and licensees serviced by Proposer at facilities listed in *Section 8* above.

**Section 11: Employment Opportunity Policy and Drug Free Workplace Policy**

- A. Proposer shall submit a statement of its Equal Employment Opportunity Policy.
- B. Proposer shall submit a statement of its Drug Free Workplace Policy.

**Section 12: Contract Signature Page**

Complete **Form 7**. 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 11, 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 13: Insurance Checklist**

Provide Insurance Checklist **(Form 2)** or Certificate of Insurance (COI)

**Section 14: 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 15: 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.

**X. 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:

Criteria for Evaluation	Weight
A. Qualifications/Experience	25%
B. Branding	20%
C. Client Work History	20%
D. Concession Menu and Operation Plans	35%

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

RATING	
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

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

**PLEASE NOTE: IF NO ACCEPTABLE OFFER IS RECEIVED, THE DIRECTOR OF THE CIVIC CENTER WILL HAVE THE AUTHORITY TO NEGOTIATE WITH POTENTIAL OFFERORS TO OBTAIN AN ACCEPTABLE OFFER.**

# APPENDIX A

## TECHNICAL SPECIFICATIONS ANCHOR TENANTS FOR CONCESSION & RETAIL SERVICES COLUMBUS CIVIC CENTER II (ANNUAL CONTRACT) RFP No. 22-0012

### I. REQUIREMENTS

#### A. Concession Locations and Concession Type:

- In an effort to provide its patrons with both quality and variety of concession choices the Columbus Civic Center wishes to acquire five (5) anchor tenants in concession and retail services. The Columbus Civic Center, will seek up to five (5) main anchor tenants to provide the venue with an annual rental payment on a specified space shown below:

	Location at Civic Center*	Concession Type/ Target Product	Annual Lease payment	Available Equipment
Location A	West Side Concourse	Premium Grill: Premium Selections (Premium Hand-Crafted Hamburgers/ Cheeseburgers, Wings, BBQ, Fries, Chicken Tenders)	\$15,000/per year Civic Center lease	Walk-in Cooler, Ice Machine, 3-Compartment Sink, Double Fryer, Flat Grill, Double Door Freezer
Location B	East Side Concourse	Pizza/Pasta	\$15,000/per year Civic Center lease	Walk-In Cooler, Ice Machine, 3-Compartment Sink, Double Pizza Oven, Pizza Warmer
Location C	West Main Concession	'Street Food', Desserts, Tacos	\$12,000/per year Civic Center lease	Walk-In Cooler, Ice Machine, 3-Compartment Sink
Location G	West Main Lower Level and Exterior Courtyard	'Street Food' - This location would be able to operate 7 days a week on event days and non-event days as an extension of your current restaurant.	\$12,000/per year Civic Center lease	Walk-In Cooler, Ice Machine, 3-Compartment Sink, Grill, Fryer, Hot plate stove top  Exterior Courtyard: This area does not have outdoor equipment; however, vendor will be able to utilize Civic Center kitchen for production if needed. This location will have the ability to serve during all indoor events as well as exterior events (Drive-In Movies, Fairs, Drive-In Concerts, Community Events). The Concessionaire awarded this location will also be able to submit event requests for special events such as First Friday's or holiday events St. Patrick's Day etc.

*\*Availability of locations is subject to change pending award of Primary Contract.*

## **B. Special Instructions for Anchor Tenants:**

1. Anchor Tenants will be required to professionally brand and equip the leased concession stand to provide the best appearance and food product possible. ***Plans for concession stand renovations must be submitted to the Director for approval.*** Each tenant will adhere to certain requirements set forth with Columbus Civic Center including menu, pricing structure and exclusive beverage purchase.
2. The Columbus Civic Center will have the exclusive right to sell non-alcoholic beverages and will sell these items to anchor tenants through mutual agreed upon terms. Any rebates provided by beverage companies, excluding annual pouring rights fees, are subject to negotiation with management. Columbus Civic Center may enter into an exclusive pouring rights and tenants would be expected to adhere to those items included in that agreement. **Exceptions will be reviewed by Civic Center Management upon request of the vendor. Only exceptions considered will be for fountain sodas/or proprietary drinks sold by vendor in restaurant locations.**
3. All Anchor Tenants will automatically be included on the Civic Center's "Preferred Catering List". The preferred catering list will be available to all building users for catering activities at the facility. These include breakfast, luncheons, dinners, and backstage catering needs for concert/events. The anchor tenants will automatically be placed on the list and may cater at these activities if chosen by customer. The \$500 annual fee is waived; however, each catering job will be subject to the 20% gross sales fee to the Civic Center. **See Civic Center Preferred Caterer's Agreement (Attachment A).**
4. ***Anchor Tenants for the Primary Contract are not required to submit a proposal in response to the advertisement. The City has identified the need to contract with additional vendors to provide the requested services.***

**C. Locations:** Vendors should refer to the **Arena Plan (Attachment B)** and the **Concourse Plan (Attachment C)** to review the layout/positions of available locations in the Civic Center. Vendors must identify location(s) for which they want to be considered on **Form 8** and **submit with their proposal.**

**D. Award and assignment of locations will be at the discretion of the City.**

## **II. OPERATOR REQUIREMENTS**

- A.** The Operator will provide all equipment and personnel necessary to provide concession services. Any existing equipment may be used and maintained by Operator.
- B.** The Operator shall operate the food service facilities in a professional and resourceful manner, complying with all public health regulations including a **Grade "A"** sanitation rating to the satisfaction of all authorized Health Department Officials. The following permits are required:
  1. Fire Safety Inspection
  2. Columbus Water Works - Food Service Industry Water Discharge Permit – Grease Trap Permit
  3. Health Department Inspections
  4. Health Department Reports (Provide the last four health reports)

- 5. Certificate of Occupancy issued by Inspections and Codes
  - 6. Health Marshal Slip from the Health Department
- C. The Operator shall post a sign board of all articles for sale and the price of each article in and around each concession stand.
- D. The Operator will be responsible for providing their own POS system and must have a “Mobile Ordering” process implemented within the 1<sup>st</sup> year of the lease.
- E. The successful Operator agrees to and will provide the City with a proposal/bid bond, cashier’s check or notarized irrevocable Letter of Credit, in a form acceptable to the City, in the amount of Twenty-Five Thousand Dollars (\$25,000.00), which shall guarantee that the terms and conditions of this contract shall be fulfilled. In addition, in the event of a material breach by Contractor of the terms and conditions of this contract, Operator shall pay to Columbus Consolidated Government the sum of Twenty-Five Thousand Dollars (\$25,000.00) as liquidated damages and not as a penalty. Said payment on the part of Contractor will be a provision of this contract and a condition of the performance heretofore referred.
- F. Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Proposer from the obligations to comply, in every detail, with all provisions and requirements of the contract documents, nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Agreement.
- G. Operator shall only enter into agreements with subcontractors that the City has approved.
- H. **Taxes:** The City shall not be responsible for any taxes that are imposed on Operator. Furthermore, Operator understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the City.
- I. **Audits:**
- 1. **The Operator shall make available for inspection, upon reasonable prior notice, full and complete records including invoices and payments therefore, whenever possible, of all materials brought to or sold from the premises. The Operator shall retain these for a period of not less than the full-term of the contract, and at least 2 years after the contract ends.**
  - 2. Columbus Consolidated Government’s Internal Auditor, or designees, shall have the right to inspect and audit the Operator’s books and records of Operator at all reasonable times during business hours.
  - 3. The City, or its duly authorized agents or representatives, shall have the right to observe any transaction or transactions between the Operator and the public during the dispensing of foods or drinks or other items for the purpose of determining the quality and quantities of said foods, drinks and services provided.
  - 4. The City or its duly authorized agents or representatives shall have the right to make any and all examinations, tests, measurements, weightings, etc., as it may desire of all materials in the Operator’s possession for the sale in accordance with the provisions of this Agreement, in order to determine the quality and quantity of the materials intended to be sold.

### **III. EQUIPMENT/SMALLWARES/UNIFORMS AND INVESTMENT VERIFICATION**

#### **A. Equipment, Smallwares, Uniforms**

The Operator is required to provide and maintain the following:

1. Operator is responsible for maintaining as a minimum, the quantity of smallwares and equipment that is necessary to provide quality food service for the Columbus Civic Center. The City and the Operator will mutually agree upon the minimum requirement.
2. Operator shall provide employee uniforms for all food service employees who come into contact with the public. The uniforms will be mutually agreed on by the City and the Operator.

#### **B. Verification of Investment**

Operator shall provide City with copies of invoices for all leasehold improvements, equipment and smallwares for purposes of establishing an inventory of Operator's investment.

### **IV. PRODUCTS**

- A. Operator recognizes that the quality of items sold, and services performed at the Columbus Civic Center is a matter of highest concern and is the essence of the Agreement.
- B. All food, beverages, candy, and other items sold or kept for sale at the Columbus Civic Center shall be first quality, wholesome, pure and must conform in all respects to all applicable federal, state, county health statutes, ordinances and regulations.
- C. No imitation, adulterated, expired, or misbranded article shall be sold or kept for sale.
- D. All merchandise offered for sale at the Columbus Civic Center shall be stored and handled with due regard for sanitation, and shall conform with the quality, type, size, and weights as agreed upon and approved by the Director.
- E. All food products sold to individuals through various outlets shall be prepared and handled to provide fresh, high quality products.
- F. Operator will only serve fresh brewed coffee, the use of instant, liquid, or freeze-dried coffee will not be permitted.
- G. Written policies shall be developed and adhered to regarding shelf life of all perishable merchandise.
- H. All merchandise kept for sale shall be subject to inspection and approval or rejection by the Director. Any article rejected by the Director in good faith as not being first quality, wholesome and pure shall be removed from the premises and shall not be offered for resale.





## COLUMBUS CIVIC CENTER PREFERRED CATERER'S AGREEMENT

This agreement along with any addenda (hereinafter called "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Columbus, Georgia, acting by and through the Columbus Civic Center. (hereinafter called "Civic Center"), and \_\_\_\_\_ (hereinafter called "Contractor") to provide food and beverage services areas of the Civic Center facilities under the terms and conditions set forth herein.

Contractor will from time to time be engaged by various persons or organizations (hereinafter called "Clients") to provide food and beverage service to Client's guests in specific designated portions of CIVIC CENTER Facility. In order to be on the list of contractors eligible to cater preferred caterer's events at the Civic Center, Contractor hereby agrees to submit a **Preferred Caterer's Fee in the amount of \$250** upon signing of this agreement as set forth in paragraph.

**1. Event Caterer's Fee** Client agrees to pay Civic Center the following sums (hereinafter called the "Event Caterer's Fee") for the limited right to serve food and beverages in COLUMBUS CIVIC CENTER: **Twenty-five percent (25%) of all monies paid or payable to Contractor, whether by the client, its guests or both, for the provision of food and non-alcoholic beverages to the COLUMBUS CIVIC CENTER Facility Client and/or guests at COLUMBUS CIVIC CENTER. If the amount paid to the Contractor is not equal to and/or greater than the market value placed on the service, equipment and product provided, Civic Center reserves the right to assess the market value of the catered meal and apply the percentage stated above to determine the Preferred Caterer's Fee. The market value will be based on a review of other similar catering operations producing and serving a similar catered event (in example: refreshment breaks, receptions, catered meals, continental breakfasts etc...) including all of the decorations provided by caterer, food, labor, transportation, profits, necessary permits, insurance, etc. At all times, no less than a five dollar value will be placed on any individual catered event (ie: refreshment breaks, receptions, catered meals, continental breakfasts, etc.)**

In the event the Contractor is guaranteed, by the Client, a minimum fee versus payment for actual meals or beverages served, whichever is greater, the Preferred Caterer's fee will consider such payments as part of the agreement and Civic Center will collect the 25% Preferred Catering Fee on the greater amount.

**2. Food and Beverage Menus and Related Services** Contractor shall file with the Civic Center Event Coordinator at least 21 days prior to each event a full and detailed plan including detailed menus, work space, equipment set-up, and other such information which may be required to adequately produce the event. At least 5 days prior to the event, Contractor shall provide the Event Coordinator final menus, minimum guarantees and final terms and conditions for producing the meal for the Facility Client. Civic Center reserves the right to use a reasonable amount of space in the facilities for its other food and beverage service activities and shall determine the reasonable amount of space necessary for the Contractors activities. No other services or food and beverage products may be introduced, produced or offered without the express written consent of Civic Center. Introduction, production or offering of food and beverages and/or services not included in this agreement may be cause to re-assess the market value of the meal and subsequently may affect the Preferred Caterer's Fee.

**3. Payment** Final payment of the balance of the Preferred Caterer's Fee shall be due no later than twenty-one (21) days after the event.

**4. Food and Beverage Preparation and Service** Contractor shall, without relying on the use of the CIVIC CENTER kitchen facilities, provide all prepared food and with all equipment and small wares necessary to perform and complete its catering function. Civic Center may provide water, electricity, kitchen space, and other reasonably necessary utility services to the Contractor. Civic Center reserves the right to assess additional fees for such services. Food and beverage services shall occur only in the area of CIVIC CENTER designated by an Event Coordinator. Caterer shall remove all unsold or un-served food and beverage items at the end of the function from the premises.

**5. Contractor's Employees** Contractor's employees shall be appropriately attired and readily identifiable indicating Contractor's business name and the first name of the employee. All uniforms shall be reviewed and approved by an Event Coordinator prior to the event.

**6. Licenses and Permits** Preferred Caterer shall hold and maintain throughout the date(s) of the event all licenses and health permits necessary to conduct its food and beverage operations. A copy of all such licenses and permits shall be delivered to Columbus Civic Center and record prior to each year.

**7. Damages and Cleanup** Contractor shall be responsible for expenses associated with excessive cleanup. Contractor is also responsible for any and all damages caused by Contractor or Contractor's employees or subcontractor's. Civic Center shall not enter into any subsequent agreement with the Contractor for providing food and beverage services in CIVIC CENTER or authorize any Caterer's Event Permits under this agreements unless and until the Contractor has made full reparation for such damages. All premises used by the Contractor shall be left in as good condition and repair as before Contractor's use thereof, except for wear from ordinary use.

**8. Taxes** Contractor will pay all applicable taxes on tickets used in connection with any performance, exhibition or entertainment. Contractor is responsible for the collection and reporting of all taxes due to the State of Georgia, Muscogee County, and/or the Federal Government for the sale of tickets or sale of other taxable items and Contractor agrees to indemnify and hold harmless Civic Center, the Columbus Consolidated Government, its officials, employees and agents from and against any and all claims arising out of the collection and/or reporting of taxable sales occurring in connection with the food, beverage and associated services for which this agreement covers.

**9. Law Observance** Contractor shall comply with all laws of the United States, of the State of Georgia, and Muscogee County, all ordinances of the Columbus Consolidated Government, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said Leased Premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of the Director or his/her designee or other appropriate law enforcement authorities is called to any such violation on the part of said Contractor, or any person employed by or admitted to COLUMBUS CIVIC CENTER by said Contractor, such Contractor will immediately desist from and correct such violations to the satisfaction of the Director or suffer immediate termination of this Agreement in addition to any criminal prosecution which may be brought by an appropriate law enforcement authority. In the case where a Catering Event Permit includes the ability to sell and serve alcoholic beverages the Contractor, in addition to being in compliance with all licensing and reporting requirements of state law will also comply with Columbus Code Section 3-12(i) which requires event approval from the City Manager and the payment of a 10% rental fee to the Finance Director of Columbus.

**10. Insurance** Contractor shall deliver a certificate of insurance indicating that Preferred Caterer hold throughout the date(s) of the function the following coverage in at least the stated amounts to the Event Coordinator's at least (28) days prior to the scheduled date of the function.

**Commercial General Liability** \$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate, including products and completed operations coverage with a \$1,000,000 aggregate.

**Statutory Worker's Compensation and Employer's Liability** Minimum limits of \$500,000/\$500,000/\$500,000/\$500,000 each accident/disease policy limit/disease each employee. These policies must be written by solvent insurance companies in good standing with the Georgia Department of Insurance. Both Civic Center and The Columbus Consolidated Government shall be named as additional insured in all policies except Worker's Compensation and Employer's Liability with Columbus Civic Center to Preferred Caterer's catering operations at COLUMBUS CIVIC CENTER and all matters related, directly or indirectly, thereto.

11. **Waiver** Civic Center retains the right to waive any requirements set forth herein. However, the waiver by Civic Center of any requirement of this Preferred Caterer's Agreement shall not constitute a continuing waiver of such requirement or the waiver of any other requirement hereof. Also the Columbus Civic Center Director must first approve anything waived in writing to all parties.

12. **Assignments** The rights, duties and obligations of Contractor set forth in this Preferred Caterer's Agreement shall not be assigned, pledged or otherwise hypothecated without the express written consent of Civic Center.

13. **Preferred Catering Fee -**

*This Agreement is executed to be effective on the date of the last party to sign.*

Contractor: \_\_\_\_\_

Contractor: **Columbus Civic Center**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

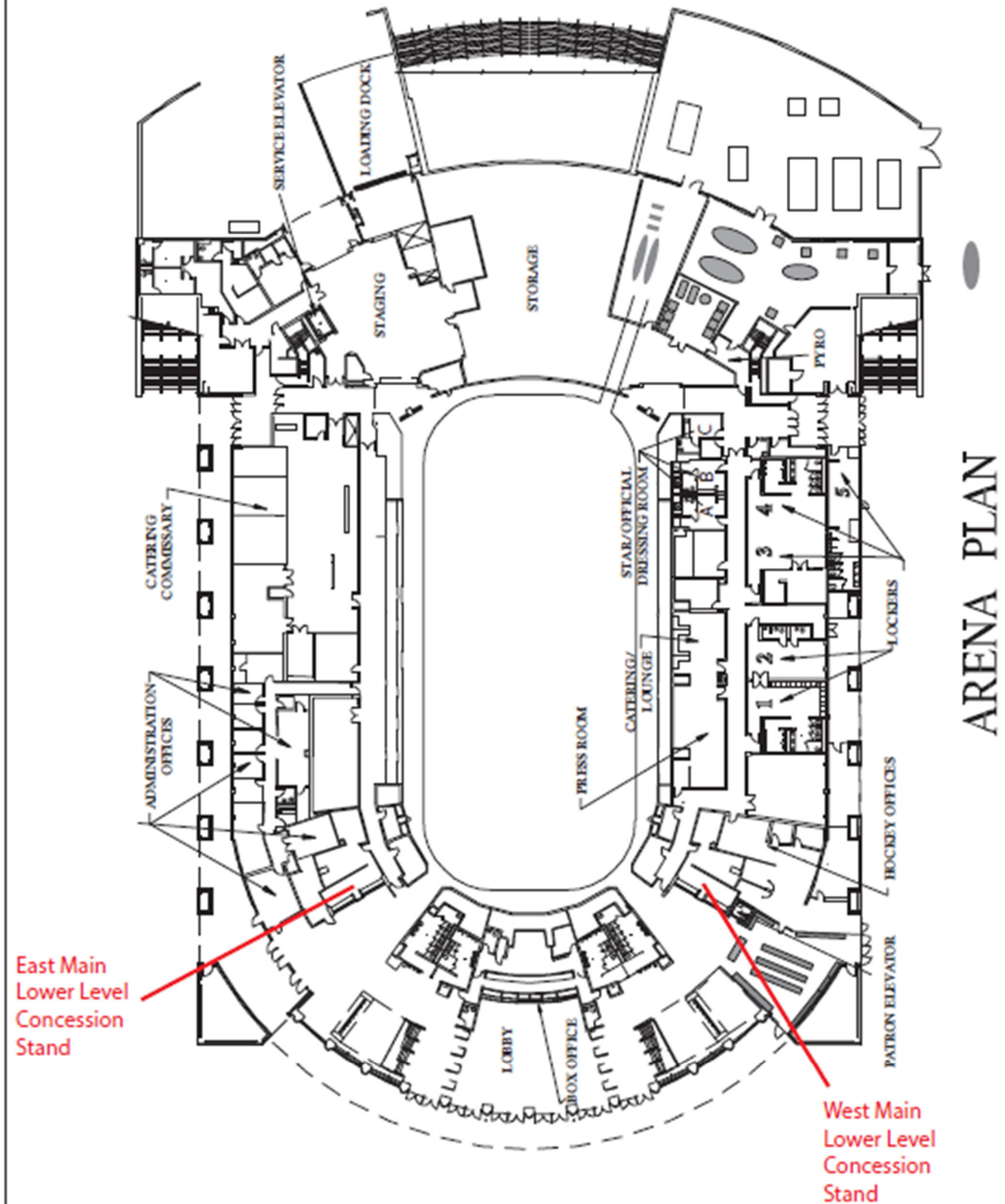
Title: \_\_\_\_\_

Title: **Building Director / General Manager**

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

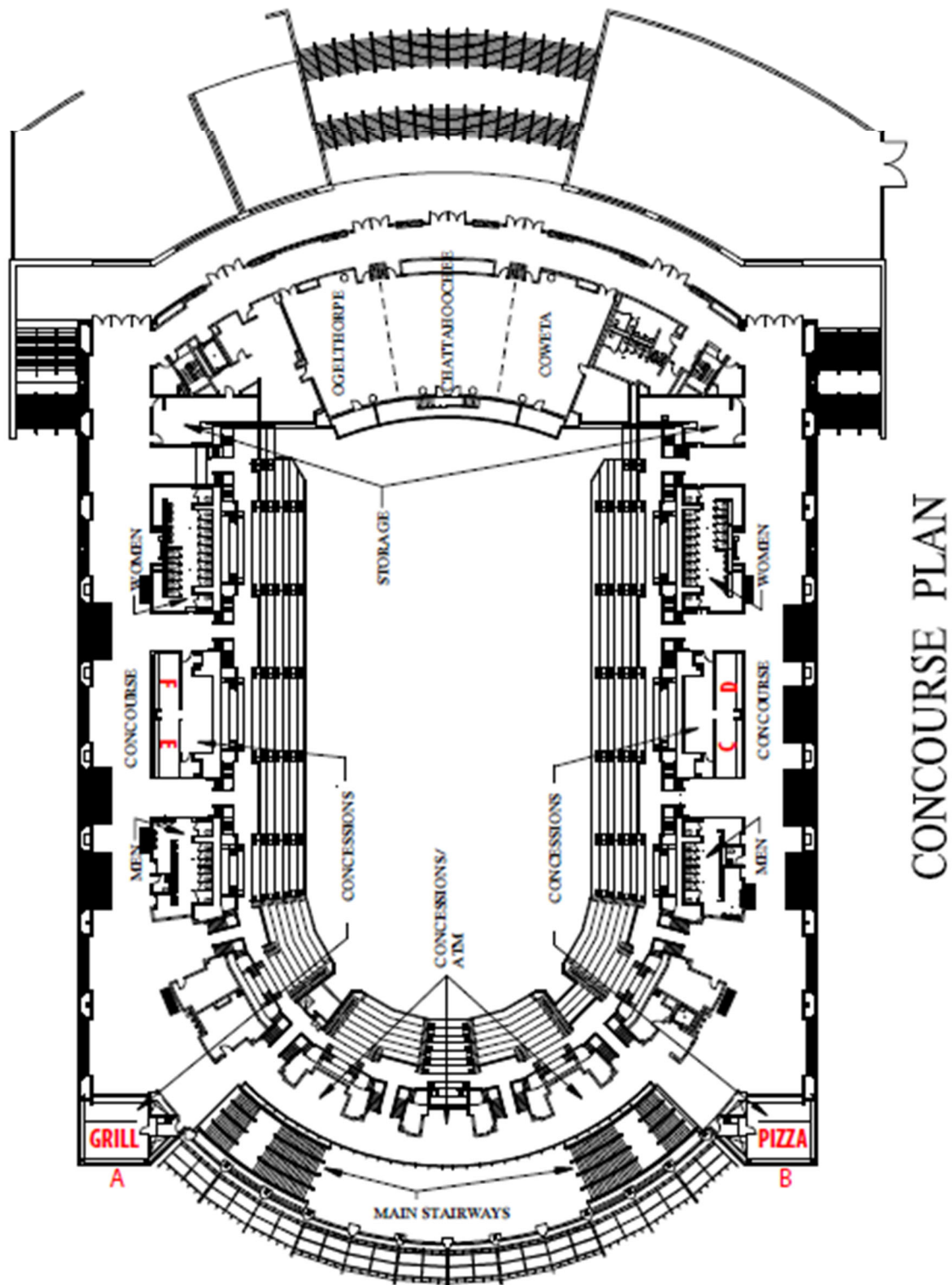
Date: \_\_\_\_\_

# ATTACHMENT B



ARENA PLAN

## ATTACHMENT C



## **APPENDIX B**

### **FORMS**

## INSURANCE CHECKLIST

### RFP No. 22-0012 ANCHOR TENANTS FOR CONCESSION & RETAIL SERVICES/COLUMBUS CIVIC CENTER II (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>	
	<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	
	<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	
	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: \_\_\_\_\_



## 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

**Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (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.**

**ADDENDA ACKNOWLEDGEMENT**

**Anchor Tenants for Concession & Retail Services/  
Columbus Civic Center II  
(Annual Contract)  
RFP No. 22-0012**

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: [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 page to check for addenda, *both before the due date and prior to submitting a response in DemandStar*.

**IF ADDENDA WERE ISSUED:**

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

**IF NO ADDENDA WERE ISSUED:**

By signing below, I acknowledge that I reviewed the Bid Opportunities page referenced above on \_\_\_\_\_ and did not see any addenda listed for this solicitation.

\_\_\_\_\_  
(date)

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Print Name**

## 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**

**ANCHOR TENANTS FOR CONCESSION & RETAIL SERVICES/  
COLUMBUS CIVIC CENTER II (ANNUAL CONTRACT)  
RFP No. 22-0012**

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:		

<b>Company Name</b>	<b>Authorized Signature</b>	<b>Print Name of Signatory</b>	<b>Date</b>
---------------------	-----------------------------	--------------------------------	-------------

**CONTRACT SIGNATURE PAGE**

**ANCHOR TENANTS FOR CONCESSION & RETAIL SERVICES/  
COLUMBUS CIVIC CENTER II (ANNUAL CONTRACT)  
RFP NO. 22-0012**

**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\*\***

**PROPOSED LOCATION(S)**

<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>Please mark an 'X' adjacent to the location(s) for which you want to be considered *</b>
<b>LOCATION A</b>	<b>WEST SIDE CONCOURSE</b>	
<b>LOCATION B</b>	<b>EAST SIDE CONCOURSE</b>	
<b>LOCATION C</b>	<b>WEST MAIN CONCESSION</b>	
<b>LOCATION G</b>	<b>WEST MAIN LOWER LEVEL AND EXTERIOR COURTYARD</b>	

*\*Award and assignment of locations will be at the discretion of the City.*

**Vendor Name:** \_\_\_\_\_

**Print Name of Authorized Agent:** \_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

# **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

### Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (Annual Contract)

RFP No. 22-0012

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. **Do not enter information using the “Supplemental Documents” function.**
2. **Zip files with multiple folders will not be accepted.** Vendors shall submit one PDF file of their submittal.
3. Due to file size limitations, please **do not resend the City’s full specifications** document as this information is already on file.
4. **In the event DemandStar requires a dollar value for your submittal, enter “0”.**

- ☐ 1. Transmittal Letter
- ☐ 2. Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (**FORM 3**)
- ☐ 3. Addenda Acknowledgement (if any) (**FORM 4**)
- ☐ 4. Communication Concerning this Solicitation (**FORM 5**)
- ☐ 5. Exceptions to RFP
- ☐ 6. Performance Bond statement
- ☐ 7. Brand/Items
- ☐ 8. Organization Plans
- ☐ 9. Client Work History (**FORM 6**)
- ☐ 10. Letters of Commendation
- ☐ 11. Employment Opportunity Policy and Drug Free Workplace Policy
- ☐ 12. Contract Signature Page (**FORM 7**)
- ☐ 13. Insurance Checklist (**FORM 2**)
- ☐ 14. **Page 1** of Form W-9 – (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ 15. Business License
- ☐ 16. Proposed Location Form (**Form 8**)

***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**



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

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 Commisioners

☐ 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)



2019 DemandStar® Corporation. All Rights Reserved.  
206.940.0305

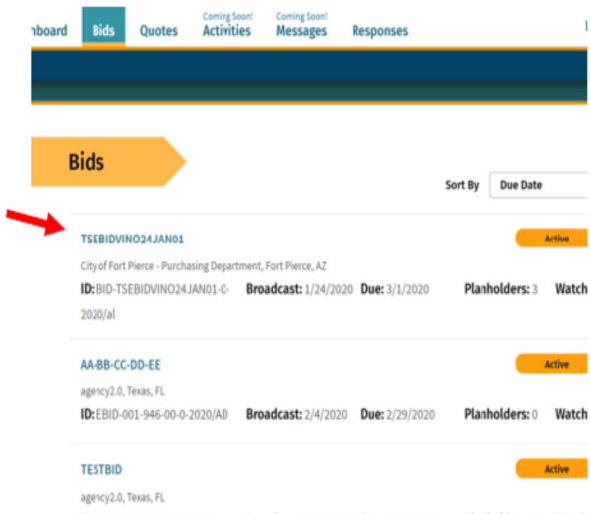
# Responding to an Electronic Bid

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



## 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 001  
 Bid Number: EBD-123456-0-2025-AND  
 Bid Due Date: 06/26/2025 09:00:00  
 Bid Opening: 23 days, 04 hours, 23 minutes, 04 seconds Remaining  
 Bid Name: TESTBID

**Scope of Work**

0000000000

**Documents**

Filename	Type	Date Modified	Status
Test	Attachment	12/24/2020	Complete

**Distribution Info**

Bid Bond: None  
 Plan (Assigned): None  
 E-Bidding: Enabled  
 Distributed By: System Administrator  
 Distribution Method: Download Only (No)  
 Distribution Options: Bidder has no options associated with it  
 Project Estimated Budget: \$100,000.00  
 Distribution Notes: None

**Publications**

View Log (0)

**Pre-Bid Conference**

No Pre-Bid Conference Data Found

**Commodity Code**

0001-040-00 KITCHEN 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 001  
 Bid Number: EBD-123456-0-2025-AND  
 Bid Due Date: 06/26/2025 09:00:00  
 Bid Opening: 23 days, 04 hours, 23 minutes, 04 seconds Remaining  
 Bid Name: TESTBID

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

**E-Bid Response**

**Contact Information**

Company Name: Calgon Carbon Corporation  
 Address 1: R. D. Box 717  
 Address 2: Address 2  
 City: Pittsburgh  
 Country: United States of America  
 State/Province: Pennsylvania  
 Postal Code: 15230-0717  
 Phone Number: 4127787800  
 Extension: Extension  
 Bid Amount: \$27,000  
 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: Do not enter information 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 includes Agency Name, Bid Number, Bid Due Date, Bid Opening, and Bid Name. The main area is titled 'E-Bid Response' and contains a 'Required Documents' section with a list of agency-accepted file formats (e.g., Adobe Acrobat, Microsoft Word, etc.). Below this is a 'Supplemental Documents' section with a warning: 'You can upload additional documents here.' A green arrow points to the 'Upload Complete File' button, and a red arrow points to the 'Do Not Use Supplemental Documents' warning.

## 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' and includes a 'Contact Info' section with fields for Company Name, Address, City, State, Country, Postal Code, Phone Number, Fax, Bid Amount, and Alternate Bid Amount. Below this is the 'Agency Required Documents' section, which shows 'Service User Agency' and 'Supplemental Documents'. A red arrow points to the 'Submit Response' button at the bottom right.