

REQUEST FOR PROPOSALS

CMGC RESTAURANT

RFP # 269-2024-036



**CITY OF CHARLOTTE
NORTH CAROLINA**

NOVEMBER 2, 2023

REQUEST FOR PROPOSALS
RFP # 269-2024-036
CMGC RESTAURANT

NOVEMBER 2, 2023

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for CMGC RESTAURANT. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - <https://charlottenc.bonfirehub.com>) to accept and evaluate proposals for this RFP. Proposals must be submitted electronically through the Procurement Portal on or before the Due Date in order to be accepted.

A Non-Mandatory Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on ,November 20, 2023 at 3:00 p.m., at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2nd Floor Conference Room 267.

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than December 6, 2023, **at 2 p.m.**

The City is an equal opportunity purchaser.

Sincerely,

Anita White
AES Procurement Officer

Checklist for submitting a Proposal:

- Step 1** **Read the document fully.**
- Step 2** Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
- Step 3** (Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
- Step 4** Monitor the Procurement Portal for any addendums and/or responses to questions.

If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFP.

If awarded a lease, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Request for Proposal.

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Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. **Objective.**

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company will best meet the City's needs for the Services detailed in the Scope of Work.

Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees, or municipalities for which the City processes data or performs services.
<i>Charlotte Business INclusion/CBI:</i>	Refers to the Charlotte Business INclusion office of the City of Charlotte.
<i>Charlotte Business INclusion Policy/CBI Policy:</i>	Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBEs located in the Charlotte Combined Statistical Area.
<i>Charlotte Combined Statistical Area:</i>	Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the City's best interests in this Project.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and the Company for all or part of the Services.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Department:</i>	Refers to a department within the City of Charlotte.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals,

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training manuals, guides, program listings, data models, flow charts, and logic diagrams.

Evaluation Committee: Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.

Milestones: Refers to an identified deadline for the completion of specific Services and/or the Acceptance of identified Deliverables, as specified in this RFP.

*Minority-owned
Business Enterprise/
MBE:*

Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area.

MWSBE: Refers to SBEs, MBEs, and WBEs, collectively.

MWSBE Goal: If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.

Project: Refers to the City's need for a company to provide CMGC restaurant for the City.

Project Plan: Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.

Proposal: Refers to the proposal submitted by a Company for the Services as outlined in this RFP.

Services: Refers to the CMGC restaurant as requested in this RFP.

*Small Business
Enterprise/SBE:*

Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

*Specifications and
Requirements:*

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

Subcontracting Goal: Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.

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<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors, or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
<i>Woman-owned Business Enterprise/WBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans, and other items developed by the Company in connection with this RFP, and all partial, intermediate, or preliminary versions of any of the foregoing.

1.2. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for submitting them per Section 2.2.

1.3. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To require one or more Companies to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
- 1.4.4. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.5. To waive any defect or irregularity in any Proposal received;
- 1.4.6. To reject any or all Proposals;
- 1.4.7. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;

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- 1.4.8. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
 - 1.4.9. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms;
 - 1.4.10. To terminate discussions and negotiations with any Company at any time and for any reason;
 - 1.4.11. To issue additional requests for information; and
 - 1.4.12. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interest of the City.
- 1.4. **Expense of Submittal Preparation.**
The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.
- 1.5. **Proposal Conditions.**
- 1.5.1. The following terms are applicable to this RFP and the Company's Proposal Not An Offer.
This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
 - 1.5.2. Right to Terminate Discussions.
The Company's participation in this process might result in the City selecting the Company to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.
 - 1.5.3. Trade Secrets and Personal Identification Information.
Definition.
Upon receipt by the City, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").
Instructions for Marking and Identifying Trade Secrets.
If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.
Availability of Proposals to City Staff and Contractors.
By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection

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process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.5.4. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

1.5.5. Reservation of Right to Change Schedule.

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

1.5.6. Reservation of Right to Amend RFP.

The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to [the Procurement Portal](#). Companies are required to acknowledge receipt of each addendum.

1.5.7. No Collusion or Conflict of Interest.

By responding to this RFP, the Company shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Company submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

1.5.8. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

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1.5.9. Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

1.5.10. Title VI Solicitation Notice: Note: Unless otherwise stated herein, this section is only applicable to purchases made by or on behalf of the Aviation Department. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

1.5.11. Use of City's Name.

1.5.12. No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

1.5.13. Withdrawal for Modification of Proposals.

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.

1.5.14. No Bribery.

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

1.5.15. Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. The City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth. The number and extent of any exceptions and proposed additions will be one of the City's evaluation criteria.

Notwithstanding the foregoing, the City reserves the right to modify the terms prior to or during contract negotiations if it is in the City's best interest to do so.

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1.5.16. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.5.17. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Company's own risk.

1.5.18. Disclaimer

Each Company must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

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2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
NOVEMBER 2, 2023	<i>Issuance of RFP.</i> The City issues this RFP.
November 13, 2023	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.2 by 3 p.m.
November 20, 2023	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 3:30 p.m. 2nd Floor Conference Room 267 in the Charlotte-Mecklenburg Government Center at 600 E Fourth Street, Charlotte, NC.
November 22, 2023	<i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 5 p.m.
December 6, 2023	<i>Proposal Submission.</i> Proposals are due by 2 p.m. via the Procurement Portal.
December 19, 2023	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
January 4, 2024	<i>Tentative Interviews</i>
TBD	<i>Contract Award by Council.</i>

2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question through the **Vendor Discussion** section on the Procurement Portal; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal due date. **The City is not bound by any statements, representations, or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **3 p.m. on November 13, 2023.**

After the Pre-Proposal Conference, questions must be submitted in the Procurement Portal by the deadline stated in Section 2.1.

When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Procurement Portal.

2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on November 20, 2023, **at 3:00 p.m.** Meeting will be held in the 2nd Floor Conference Room 267 in the Charlotte-Mecklenburg Government Center at 600 E Fourth Street, Charlotte, NC.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify the City in advance through the **Vendor Discussion** section of the Procurement Portal.

2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP by November 29, 2023, **on or before but no later than 2:00 p.m.** When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

2.5. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.6. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to present its Proposal orally and otherwise and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

2.7. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

2.8. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

3. SCOPE OF CMGC RESTAURANT.

3.1. General Information

3.1.1. Purpose.

Obtain a restaurant Company to lease, manage, and operate a restaurant.

3.1.2. Location of Premises.

- Location – Uptown Charlotte in the Charlotte-Mecklenburg Government Center (CMGC)
- CMGC Building – The building is 14 floors of governmental office and meeting space with approximately 970 employees with about 60% average daily occupancy.

3.1.3. Description of Premises.

The lease area includes a total of 4,730 square feet of space in the Charlotte-Mecklenburg Government Center located at 600 E 4th Street in Charlotte, North Carolina. Of that, 4,380 square feet is in the lobby of CMGC and an additional 350sf is located in the basement of CMGC where there is a walk-in freezer and storage closet with convenient access to the loading dock. (Exhibit A Premises).

3.1.4. CMGC Operating Hours.

Monday-Friday from 7:00am-6:00pm excluding holidays

3.1.5. Building Security.

The public is able to access the restaurant during building hours but must first go through building security. This involves walking through a manned metal detector and having bags searched.

3.1.6. Common Areas.

Company, its employees, patrons, guests, and invitees, shall have the right, in common with others, to use the public area of the CMGC Building and appurtenances thereto during the CMGC operating hours.

3.1.7. Council Approval.

Terms and conditions of the lease agreement are subject to Charlotte City Council approval.

3.2. Qualifications and Experience

3.2.1. Menu/Food Services.

Company shall be required to offer a full-service sit-down restaurant with to-go services. "Full service" shall mean Company will deliver food to tables in the dining room as well as bus the tables.

Company's breakfast and lunch menus should include a variety of Healthy Options. "Healthy Options" is defined as foods including, but not limited to, fresh fruits and vegetables, whole grain products, lean grilled meat and other foods having one or more of the following characteristics: high fiber, low saturated fat, low calorie, natural or unprocessed, low sodium, and high nutritive value. Company shall post or otherwise reflect on its menu the number of calories contained in food items.

Catering is permitted within the CMGC building only.

3.2.2. Pricing.

City is looking for competitive pricing on menu items. Company must be equipped to accept cash and credit card including tips.

3.2.3. Financials.

Company will be required to submit financial information in accordance with Section 4.3. This includes an evaluation of the financial qualifications of the Company. The evaluation will take into account the financial strength of the Company and its ability to meet the long-term financial requirements of the Contract.

The Internal Audit Division of the City will evaluate the Proposal responses and give an opinion to the Evaluation Committee as to the financial strength of each Company based on the financial information submitted in accordance with this RFP.

3.2.4. Qualifications.

Company shall have a minimum of five years proven experience in the restaurant industry. City prefers applicants with similar experience with this type of restaurant environment. Company shall provide references upon request.

3.3. Key Lease Terms

3.3.1. Restaurant Hours of Operation.

Company must be open during breakfast and lunch hours Monday through Friday excluding City holidays and inclement weather days. Proposals should include ideal operating hours which should be a minimum of 7am-2pm on operating days. Company is permitted to do restaurant operational work in the building after operating hours. No retail service is permitted outside the hours of operation, with the exception of special events hosted at CMGC.

3.3.2. Delivery of Premises.

All premises will be leased as-is.

3.3.3. Tenant Improvements.

Company may make improvements with prior written permission from the City. Company is required to submit a copy of the sealed drawings to the City for review and approval prior to applying for permits or beginning improvements. Company shall minimize down time from possession to opening. City will not contribute money towards the cost of Company improvements or upfits including but not limited to permitting costs.

3.3.4. Term/Renewal.

5-year lease with one 5-year renewal option by mutual agreement.

3.3.5. Rent.

Company is expected to pay fair market value rent to the City. Rent will be a combination of base rent and percentage rent. Base rent shall escalate at agreed upon intervals. Percentage rent shall be a percentage of Company's gross sales exceeding a natural breakpoint. Company will be required to provide regular financial statements at intervals required by the City.

3.3.6. Parking.

As a part of the lease, the City provides 6 parking spaces at the Davidson Street parking deck across the street from the CMGC. Additional parking can be purchased by employees and customers at the public hourly/daily rate.

3.3.7. Loading Dock and Deliveries.

Company shall make reasonable efforts in loading and unloading deliveries at the Premises to minimize any interference with the loading, service, and parking areas of tenants or common facilities of the CMGC and so as not to materially and adversely affect the CMGC's business operations (i.e., while events are in progress at the CMGC). All deliveries of food and supplies shall be made at the loading dock near the storage area on the sub-plaza level. No deliveries through the lobby entrance shall be permitted. No trucks over 13 feet tall are allowed into the loading dock. Use of the freight/service elevator for deliveries, refuse removal, and janitorial services must be coordinated with and approved by the CMGC Property Manager. Company shall be responsible for cleaning the freight/service elevators as well as the hallway to the dumpster after each use, for any refuse, dirt, grease, etc. resulting from the food service activity.

3.3.8. Equipment/Furnishings.

Fully furnished restaurant dining area. Kitchen equipment includes:

- Walk in cooler: Company is responsible for regular maintenance and repair; the City is responsible for replacement.
- Walk in freezer: Company is responsible for regular maintenance and repair; the City is responsible for replacement.
- Vent hood: Company is responsible for regular maintenance and repair; the City is responsible for replacement.
- Warming Table Fixture: the existing warming table is not in working order and the City will not repair, remove, or replace; however, the Company is permitted to repair, remove, or replace the warming table.
- Disposals: Company is responsible for regular maintenance and repair; the City is responsible for replacement.
- Grease Trap: Company is responsible for regular maintenance and repair; the City is responsible for replacement.
- Dining Room Furnishings: See Exhibit B

3.3.9. Pest Services.

Company shall be responsible for monthly pest control services on the Premises and shall provide City with evidence of compliance.

3.3.10. Janitorial/Maintenance.

Company will be responsible for daily housekeeping, maintenance, and repairs. Company shall be responsible for maintenance of grease trap(s), disposal(s), and drainage pipes, performing regular cleaning and maintenance at least once per month. Company must provide reports of all such cleaning and maintenance regularly to CMGC building management. Company is responsible for the cost of repairing any clogged pipes or traps resulting from Company's use. The city retains the right to have the hood. Company must have vent hood serviced at least once every 6 months and provide reports of maintenance to City. Company must ensure a clean environment and maintain a health inspection score of 93 or higher. If Company scores below the minimum health score of 93, they must score 93 or higher on their next inspection or be subject to lease termination.

City is responsible for maintenance and repair of major systems including the HVAC, water heaters, electric panels, and structural improvements within the Premises, except for the drainage pipe(s) exclusively serving the Premises.

Additionally, the Company shall also ensure that its use of electric current does not exceed the capacity of the wiring installation in place. If electric wiring modifications are needed as a result of the Company's actions, Company shall be responsible for the cost.

3.3.11. Utilities.

Trash, water, sewer, electricity, gas, telephone, and internet services are available on the Premises.

Company will maintain in its name and pay for gas, telephone, and fax. Company shall also utilize existing energy supplies available in the CMGC in an efficient manner and comply with Landlord's energy conservation programs. Company shall also ensure that its use of electric current does not exceed the capacity of the wiring installation in place. Additionally, the Company shall also ensure that its use of electric current does not exceed the capacity of the wiring installation in place. If electric wiring modifications are needed as a result of the Company's actions, Company shall be responsible for the cost.

City shall maintain and pay for trash, water, sewer, electricity by means of wiring installations in existence, and provide a LAN connection.

3.3.12. Taxes.

Company shall pay all personal property and business taxes associated with the restaurant.

3.3.13. Insurance.

Throughout the Lease Term, the Company and all of its subcontractors and agents will comply with the insurance requirements described in this section.

Company agrees to purchase and maintain the following insurance coverage during the Lease Term:

Commercial General Liability. Insurance with a limit not less than \$1,000,000 per occurrence/aggregate, including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability; and

Workers' Compensation. Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws and an Employers' Liability Insurance Policy with a \$100,000 per accident limit, \$500,000 disease per policy limit, and \$100,000 disease each employee limit.

Company's insurance required by this Section shall: (i) name City as an additional insured to the Commercial General Liability policy; (ii) contain an endorsement requiring ten (10) days' written notice from the insurance company to all named insureds prior to the cancellation of the policy, or any change in coverage, scope, or amount of the policy; and (iii) contain an endorsement providing that no act or omission of any named insured shall invalidate the interest of any other named insured, or constitute a defense against the claims of such named insured.

3.3.14. Alcohol Sales.

Not permitted

3.3.15. Signage.

Company shall not place/maintain or allow to be placed/ maintained on any exterior door, wall, or window of the Premises any sign, placard, or other advertising item, and shall not place/maintain any decoration, lettering or advertising item on the glass of any window or door of the Premises without first obtaining City's prior written consent. The city will incorporate the Company's name on the monument sign in the plaza outside of the CMGC.

3.3.16. Sustainability.

Company shall work in good faith with City to minimize its environmental impact. To achieve this goal, Company shall:

- Use energy efficient kitchen equipment and appliances when possible;
- Make efficient use of water and energy resources;
- Use environmentally friendly products and materials;
- Recycle as much waste as possible; and
- Minimize single-use materials for dine-in customers.

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4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. All Forms and Questionnaires shall be found and submitted in the City's Procurement Portal. The Proposal shall be submitted in the format described below:

- A. Cover letter, as outlined in Section 4.1;
- B. Proposal Content, as outlined in Section 4.2;
- C. Financials, as outlined in Section 4.3;
- D. Required Forms, as outlined below and in Section 4.4;
 - The "Proposal Submission" Form;
 - Request For Proposals Acknowledgement
 - Receipt Confirmation RFP # 269-2023-036
 - The "Company's Background Response" Questionnaire;
- E. Acknowledgements and Exceptions, as outlined in Section 4.5

4.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone, and facsimile numbers of the Company along with the name, title, address, email address, and telephone numbers of the executive that has the authority to contract with the City. The cover letter shall present an overview of the Company, the Company's understanding of the Project and a summary of the approach to perform the Services.

4.2. Proposal Content.

4.2.1. Qualifications and Experience.

- Company to provide organizational chart, management bios, including information about the store manager (if available), and overall team experience.
- Company shall provide years of direct experience in the business, including locations of previous and/or existing restaurants. Company shall have a minimum of five years proven experience in the restaurant industry.
- City prefers applicants with similar experience with this type of restaurant environment. Company to provide examples of similar restaurant experience, as applicable.

4.2.2. Operational Methodology and QA/QC Policy and Procedures.

- Company shall outline its operational methodology, including but not limited to food service delivery, customer experience, and dining and to-go service.
- Company shall provide a staffing plan, including recruitment and retention strategies.
- Company shall submit evidence demonstrating a commitment to competitive wages and benefits for its employees.
- Company shall also submit company policies and procedures that ensure quality assurance for housekeeping, food handling, safety, and customer service.

4.2.3. Menu and Pricing.

- Company shall provide a sample breakfast and lunch menu, including nutritional information, pricing, and if the Company elects, photographs of menu items. A catering menu can also be submitted, if available.
- Company's breakfast and lunch menus should include a variety of Healthy Options. "Healthy Options" is defined as foods including, but not limited to, fresh fruits and vegetables, whole grain products, lean grilled meat and other foods having one or more of the following characteristics: high fiber, low saturated fat, low calorie, natural or

unprocessed, low sodium, and high nutritive value. Company shall post or otherwise reflect on its menu the number of calories contained in food items.

- Company shall confirm whether or not they are equipped to accept cash and credit card tips from customers.

4.2.4. Opening Plan and Schedule.

Company shall provide a plan for opening the restaurant, including proposed upfits (if any) and schedule. City prefers minimal upfits and restaurant opening in 30 days or less from lease execution.

4.2.5. Rent.

- Company shall submit a proposal for rent, including base rent, percentage rent, escalation, and justification for the proposed rate.
- The Company is expected to propose fair market value rent to the City. Base rent shall escalate at agreed upon intervals. Percentage rent shall be a percentage of Company's gross sales exceeding a natural breakpoint.

4.3. Financials

4.3.1. Request for Financial Information.

If your Company does not have the audited financial statements requested, it is the responsibility of the Company to provide the City with information of sufficient quantity and with verifiable sources to ascertain that the Company is financially capable of performing the Services described in this RFP. Failure to provide adequate financial information may result in the exclusion of your Proposal from the procurement process.

Please furnish the following financial information for the proposing Company(s), guarantor(s), and any sub-contractor included as having a significant role (defined as providing more than fifteen percent (15%) of the services) in providing Services to the City:

- a. Include in the statement of guarantor(s), evidence of the ability of the guarantor to meet the short-term funding needs of this project;
- b. Evidence that demonstrates the ability to obtain the insurance as required in Section 3.3.13. Such insurance should provide coverage in the stated amount for each occurrence of bodily injury and for each occurrence of property damage with coverage for products/completed operations, personal injury liability, and contractual liability;
- c. Annual audited financial reports for each of the past five (5) fiscal years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes;
- d. The most recent Form 10-K and Form 10-Q filed with the Securities and Exchange Commission (SEC); or, if the Company is not regulated by the SEC, then the most recent quarterly financial report.
- e. Description of any material adverse changes in financial position within the past five (5) years; any material changes in the mode of conducting business; any bankruptcy proceedings, mergers, acquisitions, takeovers, joint ventures, and/or divestitures within the past five (5) years. In addition, provide a clear and definitive statement of the following:
 - Years of providing similar Services by the Company and/or predecessor organization;
 - Whether or not the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;

- Description of the financial impact of any past or pending legal proceedings and judgments, that could materially affect the Company's financial position or ability to provide Services to the City. This information will be reviewed and assessed in accordance with the information provided by the Company, in the above referenced Section;
- All credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poor's Rating Group, Moody, Investor Services, Dun & Bradstreet, and Value Line) that have been issued or published about the entity within the past five (5) years;
- The prospectus or offering statement for the entity's latest security or equity offering;
- The company name, contact person, telephone number, of at least two (2) references from bank or institutional lenders which have extended credit to the entity in the past five (5) years; or if the entity has not applied for credit in the past five (5) years, the contact person's name, and telephone number of at least two (2) references from banks with which the entity conducts business;
- The company name, contact person, and telephone number of at least two (2) credit references from suppliers/vendors; and
- Any additional information, which the Company believes, is appropriate to fully reflect the financial strength of the entity.

Failure to provide such information is cause for rejection of the Company Proposal at the sole discretion of the City. For any subcontractor providing more than fifteen percent (15%) of the Services, the City reserves the right, at its sole discretion, to reject the subcontractor if it fails to meet minimum financial requirements. In the event the City's Evaluation Committee rejects the subcontractor, the Company must assume the responsibilities of the subcontractor or find a replacement satisfactory to the Evaluation Committee.

4.3.2. Financial and Legal Considerations.

If the audited financial statements requested in this section are not available, it is the responsibility of the Company to provide the City with information of sufficient quantity and with verifiable sources to ascertain that each entity identified is financially capable of performing the Services required by the Company in performance of the Services described in this RFP. Failure to provide adequate financial information may result in the exclusion of your Proposal from the procurement process.

- a. For each entity identified specify the entity's total revenue, number of employees, products and services, affiliated companies, and other descriptive information;
- b. For each entity identified, provide relevant documents that describe the entity's financial status, such as audited financial statements, annual reports, or 10-K reports, and the DUNS number; and
- c. If your Company does not have the audited financial statements requested above, it is the responsibility of the Company to provide the City with information of sufficient quantity and with verifiable sources to ascertain that the Company is financially capable of performing the Services described in this RFP. Failure to provide adequate financial information may result in the exclusion of your Proposal from the procurement process.

4.3.3. Financial References

Section 4

Proposal Content and Format

Provide an organization name, address, contact name, and contact telephone number for five (5) customers of comparable size and scope of service that your Company has been under contract with to provide Construction Bonding Services for during the past two (2) years.

4.4. **Required Forms.**

To be deemed responsive to this RFP, Companies must complete all Proposal Forms listed in the Requested Information section on the Procurement Portal

4.5. **Acknowledgements and Exceptions.**

To be deemed responsive to this RFP, Companies must complete all Acknowledgements listed in the Requested Information section on the Procurement Portal. Each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. Exceptions must be submitted under this Acknowledgement section in the Procurement Portal. An “exception” is defined as the Company’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. (See Section 1.5.15 of the RFP for more detail regarding exceptions.)

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5. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the Company's ability to meet the requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive, and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof.

Proposals will be evaluated on the following major categories:

Evaluation Criteria	Weight
Qualifications, Experience, Financials, and Rent	45%
Operation Methodology and QA/QC Policy and Procedures	15%
Opening Plan and Schedule	15%
Menu and Pricing	25%
TOTAL	100%

5.1. Qualifications, Experience, Financials, and Rent.

5.1.1 Qualifications and Experience.

Companies will be evaluated based upon their understanding, experience, and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

5.1.2 Financials.

The Internal Audit Division of the City will evaluate the financial information submitted by the Companies and give an opinion to the Evaluation Committee as to the financial strength of each Company based on the financial information submitted in accordance with this RFP. The Evaluation Committee will take into account the financial strength of the Company and its ability to meet the long-term financial requirements of the Contract.

5.1.3 Rent.

The City is looking for an offer representing fair market rent. Rent should be a combination of base rent plus percentage rent..

5.1.4 Interviews and Demonstrations.

Interviews with Companies may be held at the option of the Evaluation Committee. The City reserves the right to obtain clarification or additional information with any Company in regard to its proposal. The Company will be notified a week before the interview.

5.2 Operation Methodology and Quality Assurance/Control.

In its Proposal, each Company shall outline its operational methodology and quality assurance/quality control policies and procedures according with Section 4 of this RFP. Each Company will be evaluated on its responses and approach to food service delivery, customer experience, dining and to-go service, plan to ensure appropriate staffing levels, commitment to competitive wages and benefits for its employees, as well as how well the Company's policy and procedures ensure quality assurance for housekeeping, food handling, and customer service.

5.3 Opening Plan and Schedule.

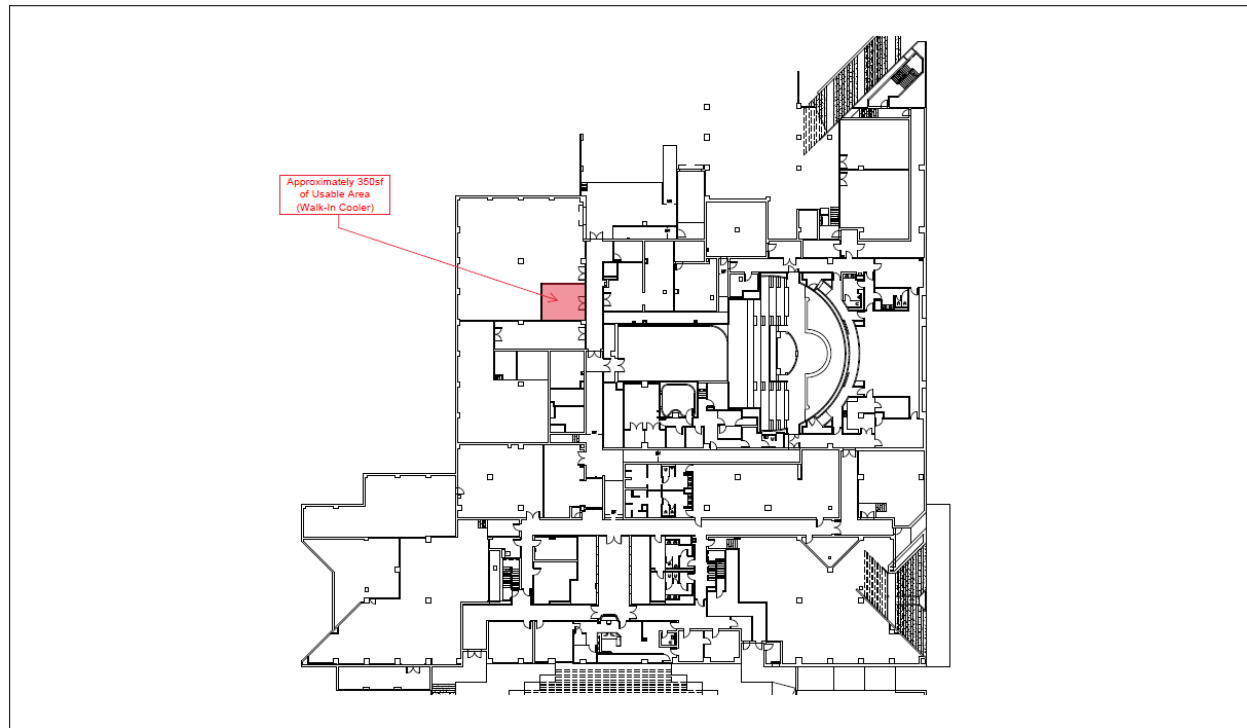
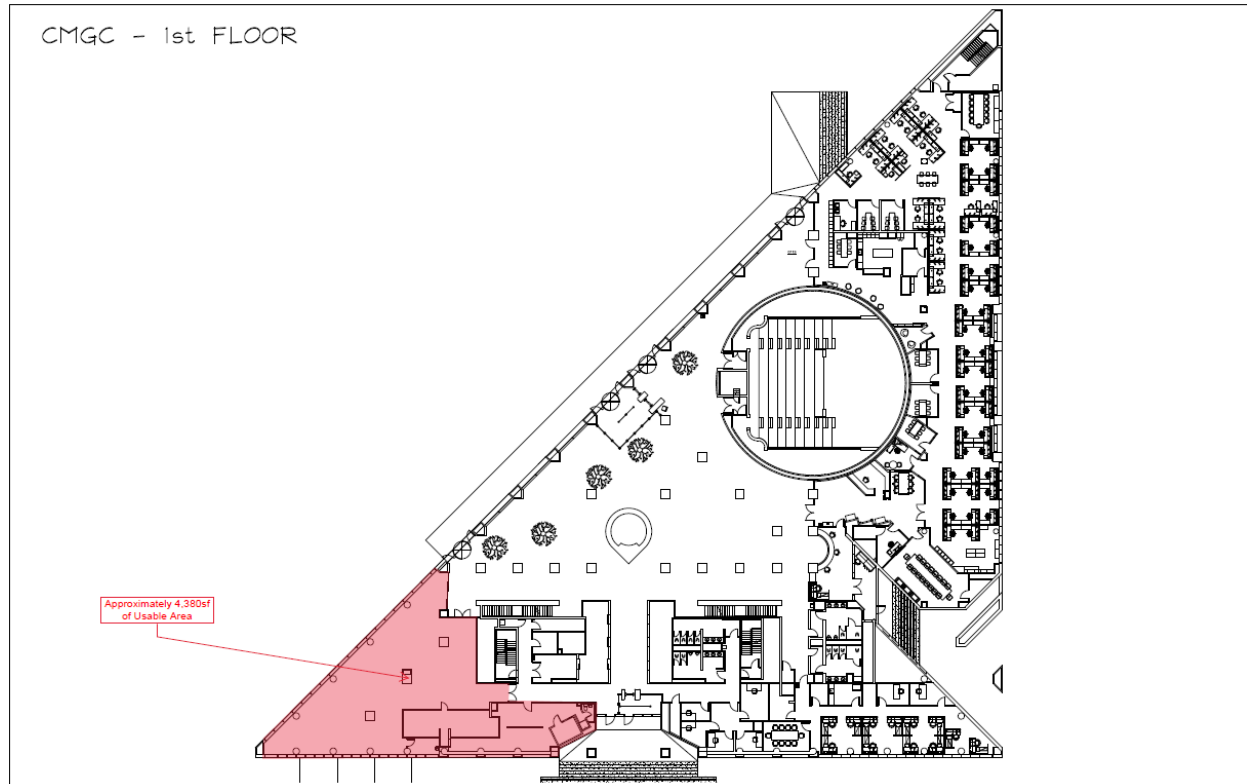
Each Company will be evaluated on its plan for opening the restaurant, including proposed upfits (if any) and schedule. The City prefers minimal upfits and restaurant opening in 30 days or less from Contract execution.

5.4 Menu and Pricing.

Each Company's menu will be evaluated based on quality, variety, healthy options (as defined below), and competitive pricing, as well as its ability to accept cash and credit card tips from customers.

Company's breakfast and lunch menus should include a variety of Healthy Options. "Healthy Options" is defined as foods including, but not limited to, fresh fruits and vegetables, whole grain products, lean grilled meat and other foods having one or more of the following characteristics: high fiber, low saturated fat, low calorie, natural or unprocessed, low sodium, and high nutritive value. Company shall post or otherwise reflect on its menu the number of calories contained in food items.

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FLOOR PLAN
CMGC-Basement

Exhibit B
Dining Room Furnishings

Dining Room					
Table Setting	Tables	Chairs	Booth Seats	Stools	Seat Total
Circular Table - 5 top (chairs)	1	5			5
High-Top Table - 4 top	3			12	12
Square Table - 4 top	3	12			12
Rectangular Table - 6 top (chairs)	4	24			24
Small Table - 2 top (chairs)	2	4			4
Half Booth Table - 4 top (chair/booth)	9	18	18		36
Booth - 4 top (booth)	10		40		40
TOTALS	32	63	58	12	133

Waiting Area	
Furniture	Count
Long Upholstered Bench, no back	2
Long Upholstered Bench, with back	1
Stools	7

Other	
Furniture	Count
Drink Station with Lower Cabinets	1
Busing Station - Cabinet	4
Busing Station - Drawers	1
Compost Bins	2

Exhibit B
Dining Room Furnishings

