



**Request for Qualifications # 274-MSCO-2023**

**Title: Moore Square Café Operation**

**Issue Date:** December 21, 2023

**Due Date:** February 9, 2024  
**not later than 5:00PM EST**

**\*LATE PROPOSALS WILL NOT BE ACCEPTED\***

**Issuing Department:** *PRCR*

**Direct all inquiries concerning this RFQ to:**  
Douglas Porter  
Historic Sites Program Director  
Email: [douglas.porter@raleighnc.gov](mailto:douglas.porter@raleighnc.gov)

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# INTRODUCTION

## 1.1 Purpose

The City of Raleigh, NC is soliciting proposals to identify individuals and/or businesses qualified to operate a café concession space at Moore Square. This RFQ is designed for those interested in creating a licensor/licensee relationship to operate a food service concession within the City-owned café space located at the park at 200 South Blount Street, Raleigh, NC. The selected operator will operate the café according to the terms and conditions as outlined in this RFQ and the subsequent license agreement signed by the selected operator. Notwithstanding any reference to a contract or lease in this RFQ, the City intends to execute a license agreement with a selected operator allowing the selected operator to operate a food service concession within the café space in Moore Square in accordance with the rights and obligations of each party to the license agreement. The City will not convey any property interest in any part of Moore Square to the selected operator from this RFQ process.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
<i>Douglas Porter</i>	<a href="mailto:douglas.porter@raleighnc.gov">douglas.porter@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

## 1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and

prepares 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

In 2019 the City of Raleigh completed a major renovation of Moore Square that included the construction of a café pavilion and adjacent restrooms, as well as significant ground and overall site improvements. For the purposes of this RFQ, the café pavilion which is intended to be licensed to the selected operator, including the climate controlled building (“Licensed Building”) and appurtenant outdoor seating area for the selected operator’s patrons (“Licensed Outdoor Seating Area”), is referred to collectively as the “Licensed Area.” A map of the layout of the Licensed Area is attached to this RFQ as Appendix I.

The Licensed Building is approximately 635 square feet and will be provided in a warm shell condition with the following City-owned fixtures installed for the operator’s use: one (1) fume exhaust hood, three (3) hand sinks, one (1) food prep sink, one (1) three-compartment dishwashing sink, and one (1) grease trap interceptor. The café does not have interior seating, but seating is available on the outdoor plaza and throughout the park. The Licensed Outdoor Seating Area is approximately 1,675 square feet.

Moore Square is one of five original squares designated in the 1792 plan for Raleigh, and since then has been a destination for a variety of purposes including gathering, recreation, and reflection. As such, Moore Square is one of the city’s most important historic sites. Proposals with concepts that reflect this history are encouraged. In addition to the historical significance of Moore Square, the park is centrally located in one of the fastest-growing areas of the City. Situated within Raleigh’s Downtown Municipal Services District and two blocks east of Fayetteville Street, Moore Square enjoys constant utilization as a public space to relax and recreate, as a venue for downtown festivals and events, and as a host to artistic and cultural expression. Over 13,000 new residential units and 2,700 hotel rooms have been completed or are proposed in the downtown area since 2015. The selected operator should expect to benefit from, and respond to, this welcomed growth and activation.

**1.3 RFQ Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the project. All times shown are Eastern Time (ET):

RFQ Process	Date and time
RFQ Advertisement Date	December 21, 2023
Pre-Submittal Conference	January 17, 2024, 10am, Moore Square
Deadline for written questions	January 26, 2024
City Response to Questions (anticipated)	February 2, 2024

<b>Submittal Due Date and Time</b>	February 9, 2024
Evaluation Meeting (anticipated)	February 16, 2024
Interviews (if required)	February 26-March 1, 2024
Selection Announcement (tentative)	March 8, 2024

#### **1.4 Questions**

Requests for clarification and questions to this RFQ must be received by the City not later than the date shown above in Section 1.3 RFQ Timeline, for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFQ Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements.

The City shall issue addenda reflecting questions and answers to this RFQ, if any, and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFQ.

***It is important that all Respondents submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.***

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

<b>Contact Name</b>	<b>Email Address</b>
<i>Douglas Porter</i>	<a href="mailto:douglas.porter@raleighnc.gov">douglas.porter@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

#### **1.5 Submittal Requirements and Contact Information**

Submittals must follow the format as defined in Section 2 Qualifications Package and be addressed and submitted as follows:

<b><u>DELIVERED BY US POSTAL SERVICE MAIL:</u></b>	<b><u>DELIVERED BY OTHER DEIVERY SERVICES:</u></b>
City of Raleigh ATTN: Douglas Porter PRCR Department 222 W. Hargett Street Raleigh, NC 27602 RFQ No. 274-MSCO-2023	City of Raleigh ATTN: Douglas Porter PRCR Department 222 W. Hargett Street Raleigh, NC 27602 RFQ No. 274-MSCO-2023

Submittals must be enclosed in a sealed envelope or package and clearly marked with the name of the submitting company, the *RFQ number* and the *RFQ Title*.

Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed original;
- C. and three (3) copies of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a flash drive. Both hard copy and electronic versions must be received by the City on or before the RFQ date and time provided in Section 1.3 RFQ Timeline. Proposals received after the RFQ deadline above will not be considered and will be returned unopened to the return address provided on the submission envelope.

All information in your proposal is considered a public record except for material which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked “**Trade Secret-Confidential and Proprietary Information-Do Not Disclose Except for the Purpose of Evaluating this Proposal,**” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. Pricing information may not be considered as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified and Proposers are advised to consult with a North Carolina attorney before submitting any information to the City that the Proposer intends to be considered a trade secret under State law.

Any requirements in the RFQ that cannot be met must be indicated on Appendix VI: Exceptions to the RFQ and submitted with the qualifications. **Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete submittal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all submittals for any reason and to waive any informality it deems in its best interest.

Submittals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the Firm elects to mail in its response, the Firm must allow sufficient time to ensure the City’s proper receipt of the package by the time specified in Section 1.3

RFQ Timeline. Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section 1.6 by the due date and time specified in Section 1.3 RFQ Timeline.

### **1.6 Rights to Submitted Material**

All qualification packages and supporting materials, as well as correspondences relating to this RFQ, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Qualifications will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting qualifications, each submitting firm/company agrees that the City may reveal any trade secret materials contained in such submittal to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process. Qualification submittals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

### **1.7 Communications**

All communications of any nature regarding this RFQ with any City staff or evaluation committee members are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 Purpose, prior to the deadline provided in Section 1.3 RFQ Timeline. Violation of this provision may result in the firm’s proposal being removed from consideration.

### **1.8 Lobbying**

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a License Agreement as a result of this RFQ.

### **1.9 Conflicts of Interest**

City of Raleigh License Agreements are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting, N.C.G.S. § 14-234(a) states:

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

#### **1.10 Proposer Expenses**

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Qualifications or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

#### **1.11 Proposer Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFQ and submitted with proposal. The City of Raleigh has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, if it is deemed to be in the City of Raleigh's best interests to do so. The



City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the License Agreement in whole or in part and/or negotiate any or all items with individual Firms if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed not in the best interest of the City of Raleigh.

## **2 QUALIFICATIONS PACKAGE**

Submittal responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

### **2.1 Request for Qualifications Required Document Format**

Responses should be divided using tabs to separate each section, listed sequentially as follows:

#### **Tab 1: Cover Letter**

Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of this project. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

#### **Tab 2: Corporate Background and Experience**

Description of experience in fully managing a business of the nature of this opportunity. In addition to satisfying the Reference Questionnaire Form requirements of Appendix III, the City encourages proposers to submit letters of reference.

#### **Tab 3: Financial Information**

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFQ)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss

statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential to the extent permitted by North Carolina law provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."

**"Recent"** shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFQ.

**Consolidated financial statements** of the Proposer's parent or related corporation/business entity will not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the License Agreement and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the License Agreement, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

**Tab 4: Project Understanding, Approach and Schedule**

Provide a comprehensive narrative and/or outline demonstrating the firm's understanding and approach to accomplishing the tasks and addressing the considerations outlined in the Scope of Work section of this RFQ.

**Tab 5: Team Firm, Experience and Certifications/Qualifications**

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

**2.2 Qualifications Package Documents**

This RFQ is comprised of the base RFQ document, any attachments, and any addenda released before License Agreement award. All attachments and addenda released for this RFQ in advance of any License Agreement award are incorporated herein by reference.

**3 PROPOSAL EVALUATION**

**3.1 Evaluation Criteria**

This is not a bid. There will not be a public opening. A selection panel will review all proposals comprehensively to identify the most qualified proposal. Submittals will be evaluated based on criteria including the firm's experience, proposed concept and/or menu, proposed product selection and/or pricing, and proposed operations plan. Specific consideration will be given to proposals that show an understanding of food service needs in downtown Raleigh, specifically in the Moore Square vicinity. Specific consideration will also be given to proposals that indicate an appreciation for the history of Moore Square, as well as a commitment to Moore Square and the downtown community moving into the future.

**3.2 Final Selection**

Qualifications will be reviewed after opening and will be ranked in order of choice, at which point license agreement negotiations will begin with the most qualified firm. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. The City shall not be bound or in any way obligated until both parties have executed a license agreement. The City also reserves the right to delay the award of a license agreement or to not award a license agreement.

The terms and conditions and specifications of the RFQ, including the firm's fee proposal, and/or written correspondence applicable to the RFQ, may become part of the license agreement documents. Failure of the awarded firm to perform as represented may result in termination of the license agreement.

### **3.3 Notice to Submitting Firms Regarding RFQ Terms and Conditions**

It shall be the Submitting Firm's responsibility to read the Instructions, the City's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and to comply with all requirements and specifications provided herein. Submitters are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

## **4 SCOPE OF SERVICES**

The Café operation is a key component to the overall character of the park. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

### **1) Personnel**

The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the café as a family and child-friendly environment. The selected operator will be required to complete background checks on all operator employees, and make the results of those background checks available to the City upon request. The Firm will comply with all federal, state, and local laws related to the employment of persons and the operation of a food service establishment, including but not limited to laws concerning: minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and workers' compensation. State and local regulations regarding food preparation and food handling will also be followed by all employees without fail. Any deficiencies or health code violations as noted by health inspectors may, in the discretion of the City, serve as grounds for immediate termination of the concession License Agreement. Operator employees shall wear a uniform and/or identification badge and deliver the highest level of customer service to all patrons.

### **2) Operating Hours**

Moore Square is open to the public daily from 6am-11pm ("Park Operating Hours"). The park is staffed daily from 9am-8pm ("summer hours") and 9am-6pm ("winter hours"). "Staffed Hours" are subject to change.

The operator should propose a regular schedule that ensures that its patrons are not expected to be present within the Licensed Area outside of the Park Operating Hours (for example, opening and closing times should leave at least an hour's buffer with the outer limits of the Park Operating Hours), and in no event should the Firm expect to operate outside of Park Operating Hours. A sample schedule of operation is included below:

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Mon.</b>	10am-2pm	10am-2pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-2pm
<b>Tue.</b>	10am-2pm	10am-2pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-2pm
<b>Wed.</b>	10am-2pm	10am-2pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-2pm
<b>Thu.</b>	10am-2pm	10am-2pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-2pm
<b>Fri.</b>	10am-5pm	10am-5pm	10am-5pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-5pm	10am-5pm	10am-5pm
<b>Sat.</b>	10am-5pm	10am-5pm	10am-5pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-5pm	10am-5pm	10am-5pm
<b>Sun.</b>	10am-5pm	10am-5pm	10am-5pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-5pm	10am-5pm	10am-5pm

The operator will be expected to be open for patrons during the hours agreed upon with the City. The City will make every effort to negotiate a schedule of hours that is reasonable for both parties. A responsive proposed schedule of operation will include weekdays, partial to full days on Saturdays, Sundays and most holidays, as well as evening events and programs. Special events also occur on a regular basis within Moore Square that include the introduction of other food vendors into the park for a limited time. The selected operator will be offered the opportunity to close or remain open during these special events well in advance of their occurrence. Should the operator fail to operate the café during the hours agreed to in the resulting license agreement, the City reserves the right to revoke the agreement at any time and enter into negotiations with another operator.

City staff opens/closes the restrooms during the park's Staffed Hours. Should the selected operator wish to open before or close after Staffed Hours, the operator would be responsible for opening and/or closing the restrooms. The operator would also be responsible for maintaining the restrooms during these times. This includes ensuring that the restrooms are cleaned in a manner agreed upon by PRCR staff.

### 3) Menu Items

Proposals should include your food concept with a sample menu, products and prices. The selected operator will be expected to serve quality food and drinks to meet the needs of the visiting public. Simple menu items should be offered at prices which are competitive to other food service options in the area. Alcoholic beverage sales of non-fortified spirits (beer and wine) may be offered in responding to this RFQ, however please note that Moore Square is not currently included within the City's Sip and Stroll social district and the operator will not be allowed by the City to allow alcoholic beverages to leave the premises described in the License Agreement. The operator will be responsible for obtaining their own ABC permitting and for full compliance with the terms of the permit and North Carolina law regarding the sales of alcohol for on-premises consumption. The operator will be required to carry all applicable insurance and liability for food and beverage service, including sales of beer and/or wine if the operator chooses to serve beer or wine. As is requested in this RFQ, proposals will need to include a sample menu of products to be offered with a proposed price list corresponding to each product. Proposals are strongly encouraged to include menus that offer for sale to the public a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and fresh vegetables (locally grown encouraged), bottled water, 100% juice, beverages that contain at least 50% fruit juice with no added sweeteners, etc.

### 4) Operations

The Firm should provide a description of the proposed plan for the daily operation of the concession, including the roles of employees, opening and closing procedures, how employees interact with patrons, and how food products are ultimately provided to customers.

The selected operator shall be required to have the ability to accept Visa™, Mastercard™, American Express™, and debit card payments from patrons (customers) including use of point of sale ("POS") terminals.

The selected operator will be responsible for maintaining the Licensed Building, including daily janitorial services, garbage removal, pest control, and other related cleaning responsibilities, including cooking surfaces, hoods and suppression equipment necessary for operations. A list of Service Obligations is attached to this RFQ as Appendix VIII.

All proposed operational plans should include a detailed description of environmentally friendly practices planned for the café. Welcomed practices may include, but are not limited to, the installation of ENERGY STAR appliances, the employment of energy efficient and water conservation measures, the use of low-toxicity chemicals, the use of “Green Seal” eco-friendly products, and use of biodegradable/compostable or recyclable disposable food service ware.

Operators should describe how they intend to market, promote and advertise the café to include defining the market for the services proposed and identifying competitors and unique features of the proposed project that will meet the market demands.

#### 5) Regulations and Code Compliance

The selected operator shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business. Special attention should be paid to the regulations outlined by the State of North Carolina, Department of Environment and Natural Resources, Division of Environmental Health.

The selected operator will also ensure that all facilities meet or exceed public health standards, and cleanliness standards approved by the PRCR Director or designated representative. The Firm should include a description of its understanding of the importance and method of complying with laws, rules, and regulations applicable to food service, including the provision of beer/wine if the Firm so chooses.

#### 6) Site History

Moore Square dates to 1792 and since then has been central, both figuratively and literally, to Raleigh’s history. While Moore Square may not appear to be a traditional historic site on the surface, it is managed by PRCR’s Historic Resources and Museums Program and emphasizing the site’s history through programming and education is an important part of the mission. Café concepts that speak to this history and interpretive initiative are encouraged.

#### 7) Equipment

It will be the responsibility of the selected operator to provide any equipment necessary to prepare and operate the café space. The City will provide a fume hood, three (3) hand sinks, one (1) three compartment dishwashing sink, and a grease trap interceptor that will be the responsibility of the City to maintain. The City will provide ample outlets for equipment and will cover some utilities associated with the operation of the café including sewer/septic, water, electric, and gas. The selected operator will be responsible for telephone/data/network/cable TV. See list of Service Obligations attached to this RFQ as Appendix VIII.

The City will make reasonable repairs to the infrastructure of the Licensed Area and any equipment provided by the City. Equipment purchased by the City will remain the property of the City at the conclusion of the license agreement. Any additional improvements to the Licensed Area by the selected operator, to include appliances, shelving attached to the walls, painting, bulletin boards, light fixtures, or any other permanent or semi-permanent additions, will need to be approved by the Parks, Recreation, and Cultural Resources Department prior to installation. The City will provide a reasonable upfit allowance to the selected operator.

## 8 Signage

Operator shall not erect, construct, install, or place any signs, banners, ads, or displays (hereinafter collectively, "Signage") of any kind whatsoever upon any exterior portion of the Building or Licensed Space without prior written approval from City. Any such Signage shall comply with all local ordinances, restrictive covenants, and/or any governmental laws, rules and regulations affecting the Licensed Space. All costs associated with the maintenance or removal of such Signage shall be at the Operator's sole cost and expense.

## 9) Terms

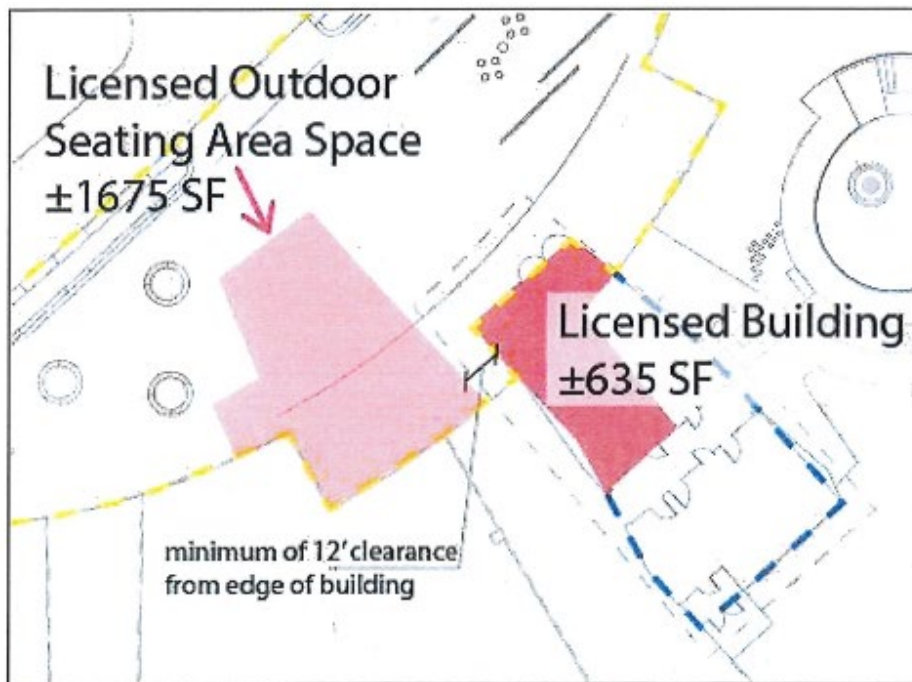
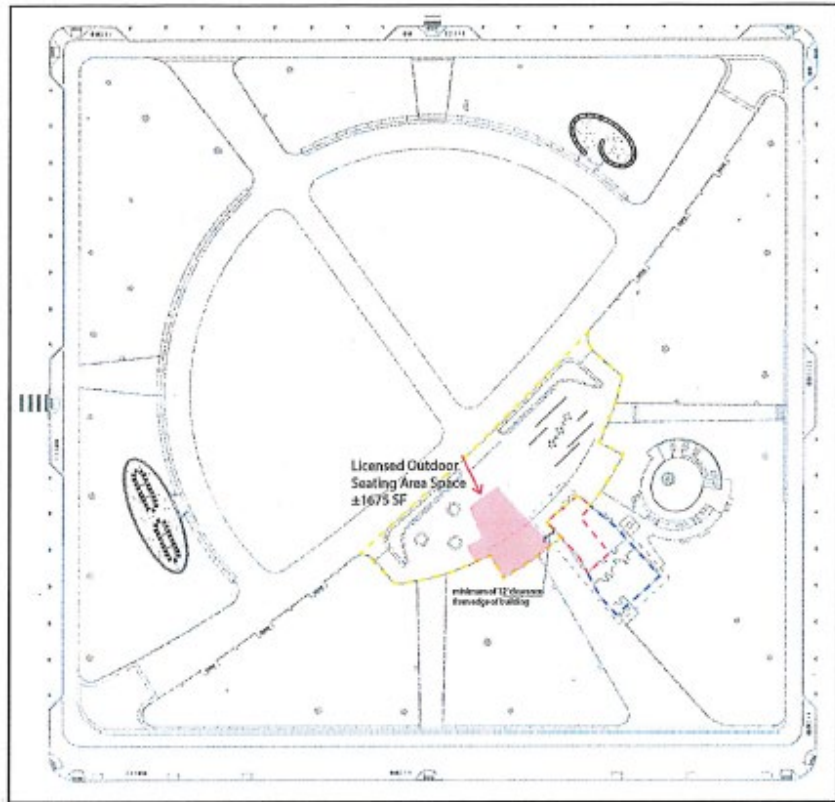
The City will award this license agreement to the operator with the selected proposal for five years with the option to renew for a sixth and seventh year.

The operator that is awarded the license agreement will need to pay a monthly license fee as determined by the City for the right to exercise the license. The license fee for a month is due by the 5th of that month.

The operator that is awarded the café concession license agreement will have exclusive use of the Licensed Building and will be the exclusive "brick and mortar" provider of food and beverage service in the park, except as provided by vendors participating in special events that occur within the park. The City reserves the right to operate concession operations with city staff, volunteers, and/or additional vendors including food trucks for certain events (including those held by the Downtown Raleigh Alliance) as deemed appropriate by City staff.

## **APPENDIX I**

### **MAP OF LICENSED AREA**





## APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:				d/b/a (if applicable)			
Street / PO Box:							
City:				State:		Zip:	
Phone:		Fax:		E-Mail:			
Website (if applicable):							
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other							
Number of years in business under company's present name:							
Fed Tax ID #:				DUNS #			
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>							
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS							
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>							
Contact for this Contract:				Title:			
Phone:		Fax:		E-Mail:			
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>							
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. <b>PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.</b>							
1.	Company:						
	Contact Person:				Title:		
	Phone:		Fax:		E-Mail:		
Describe Scope of Work:							
2.	Company:						
	Contact Person:				Title:		
	Phone:		Fax:		E-Mail:		
Describe Scope of Work:							
3.	Company:						
	Contact Person:				Title:		
	Phone:		Fax:		E-Mail:		
Describe Scope of Work:							
4.	Company:						
	Contact Person:				Title:		
	Phone:		Fax:		E-Mail:		
Describe Scope of Work:							
5.	Company:						
	Contact Person:				Title:		
	Phone:		Fax:		E-Mail:		
Describe Scope of Work:							
The undersigned swears to the truth and accuracy of all statements and answers contained herein:							
Authorized Signature:					Date:		

**APPENDIX III**  
**REFERENCE QUESTIONNAIRE**  
**(Instructions)**

***274-MSCO-2023 Moore Square Café Operation***

The City of Raleigh, as a part of the RFQ, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

## **APPENDIX III**

### **REFERENCE QUESTIONNAIRE FORM**

#### ***274-MSCO-2023 Moore Square Café Operation***

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#### **(Name of Business Requesting Reference)**

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, Douglas Porter, via email to [douglas.porter@raleighnc.gov](mailto:douglas.porter@raleighnc.gov) no later than 5:00 **p.m. ET, February 9, 2024** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

#### **Company Providing Reference**

**Contact Name and Title/Position**

**Contact Telephone Number**

**Contact Email Address**

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#### **Questions:**

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

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2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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5. How would you rate the dynamics/interaction between the company and your staff?

☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

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6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

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7. With which aspect(s) of this company's services are you most satisfied?

Comments:

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8. With which aspect(s) of this company's services are you least satisfied?

Comments:

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9. Would you recommend this company's services to your organization again?

Comments:

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## **APPENDIX IV**

## **CONTRACT STANDARD TERMS AND CONDITIONS**

The contract terms provided herein shall become a part of any license agreement executed as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. Non-Discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this License Agreement or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this License Agreement. This provision is incorporated into the License Agreement for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the License Agreement.

2. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

3. Assignment

Neither the City nor the Licensee will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it create any rights or benefits to parties other than the City and the Licensee, except such other rights as may be specifically called for herein.

4. Applicable Law

All matters relating to this License Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this License Agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

5. Insurance

Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this License Agreement the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this License Agreement.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this License Agreement and/or are brought on a City site.

Worker's Compensation & Employers Liability – Licensee agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Licensee agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read: 'City of Raleigh is named additional insured as their interest may appear'.

Certificate of Insurance – Licensee agrees to provide the City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Licensee's insurer.

If Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Licensee agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590

Umbrella or Excess Liability – Licensee may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Licensee agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

6. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Licensee shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this License Agreement, and from any and all claims, costs (including defense) and losses, including, but not limited to, any claims involving bodily injury, death, personal injury, or property damage, accruing or resulting to any person, firm, or corporation arising out of, or resulting from, the Licensee’s exercise of this License Agreement. This representation and warranty shall survive the termination or expiration of this License Agreement.

The Licensee shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the exercise of this License Agreement.

7. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this License Agreement, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the License Agreement must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this License Agreement by this provision.

8. Communications

If communications to the public and/or City employees are required as part of the Licensee’s scope of work under this License Agreement, then the Licensee shall work

with the City in the development of a communications plan (“Communications Plan”) that must first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Notice section of the License Agreement, as part of the contact information for the Licensee representative identified in the License Agreement Notice section.

Among other things, the Communications Plan must establish whether the City or the Licensee will be responsible for sending any such communications to the public and/or City employees as required either by this License Agreement or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Licensee shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this License Agreement and the Communications Plan. All such communications shall comply with the City’s brand and communications guidelines, as the same may be amended or modified from time to time.

The City’s current brand and communications guidelines are incorporated into this License Agreement by reference and can be found on the City’s website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section, “Communications” is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

A. Communications Plan Approval:

Any materials, messaging or outreach from the Licensee related to marketing and communications of any service or effort under this License Agreement must first be reviewed and approved by the City’s Communications Department. This is to ensure that the Communications Plan: (i) complies with the City’s brand and communication guidelines; (ii) integrates with the City’s other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

B. Accessibility Requirements:

For web content that the Licensee is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Licensee’s scope of work under this License Agreement, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Licensee must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.



Any such web content generated by, or on behalf of the Licensee, as part of a Communications Plan associated with this License Agreement shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

C. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this License Agreement must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with Limited English Proficiency (LEP).

D. Content:

For any communications content that the Licensee is required to generate, or have generated, as part of its scope of work under this License Agreement, the Licensee shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this License Agreement (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by

the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- i. Licensee shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
  1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
  2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
  3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

9. Advertising

The Licensee shall not use the existence of this License Agreement, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

10. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Licensee acknowledges and understands that the City is not conferring any license to Licensee under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Licensee shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Licensee for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Licensee shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

11. Termination

This License Agreement conveys no property interest to Licensee in Moore Square, and is revocable-at-will by the Raleigh City Council. In the event the Raleigh City Council elects to revoke the License Agreement due to Licensee acting in a manner that is unsafe, illegal, or puts users of the park at risk, the City will require the Licensee to stop operations immediately and will give the Licensee one (1) month to vacate. In the event the Raleigh City Council elects to revoke the License Agreement without

cause and terminate this Agreement, the City will give the Licensee six (6) months' written notice to vacate (the effective date of such revocation, hereinafter the "Termination Date"), including (i) at Licensee's sole cost and expense, the removal of any and all Personal Property from the Licensed Space and (ii) at the Licensee's sole cost and expense, the restoration of the Building and Licensed Space to its condition just prior to the Commencement Date, normal wear and tear excepted. Licensee shall provide the City with technical product data on each material and/or cleaning agent that is to be used to perform work arising from the use of the Licensed Space as permitted herein. Any such materials and/or cleaning agents must first be approved by the City prior to the Licensee commencing any such work.

12. Laws/Safety Standards

The Licensee shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Licensee must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Licensee shall comply with all applicable occupational health and safety and environmental rules and regulations.

Licensee shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Licensee managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

13. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this License Agreement, this License Agreement and all materials submitted to the City by the Licensee are subject to the public records laws of the State of North Carolina and it is the responsibility of the Licensee to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Licensee understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this License Agreement. To the extent that any other provisions of this License Agreement conflict with this paragraph, the provisions of this section shall control.

14. Miscellaneous

The Licensee shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this License Agreement and will reimburse the City for the replacement value of its loss or damage.

The Licensee shall be considered to be a licensee enjoying the benefits of the License Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Licensee represents that it has, or will secure at its own expense, all personnel required in performing the services under this License Agreement. Such employees shall not be employees of or have any individual contractual relationship with the City.

This License Agreement may be amended only by written agreement of the parties executed by their authorized representatives.

15. Right of Audit and Examination of Records

- a. The City may conduct an audit of any services performed and fees paid subject to this License Agreement. The City, or its designee, may perform such an audit throughout the License Agreement period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Licensee and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this License Agreement. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this License Agreement.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this License Agreement.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Licensee shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the License Agreement, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this License Agreement.

- g. The Licensee shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Licensee shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

16. E – Verify

Licensee shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Licensee's knowledge, any subcontractor employed by Licensee as a part of this License Agreement shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

17. Iran Divestment Act Certification

Licensee certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Licensee shall not utilize in the performance of the License Agreement any subcontractor that is identified on the Final Divestment List.

18. Companies Boycotting Israel Divestment Act Certification

Licensee certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

## **APPENDIX V**

### **EXCEPTIONS TO THE RFQ**

#### **CHECK ONE:**

- ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFQ.
- ☐ EXCEPTIONS ARE LISTED BELOW:

#	RFQ Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					
9					

10					
11					
12					

**FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFQ AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.**

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date:

## **APPENDIX VI**

### **SERVICE OBLIGATIONS**

<b>Service Obligation</b>	<b>City</b>	<b>Licensee</b>
Sewer/Septic	X	
Water	X	
Electric	X	
Gas	X	
Telephone/Data/Network/Cable TV		X
HVAC (maintenance/service contract)	X	
Security System*	X	
Janitor/Cleaning		X
Trash/Dumpster	X	
Landscaping/Maintenance	X	
Sprinkler System	X	
Point of Sale System		X
Indoor Pest Control		X
Building (cleaning) Façade/Windows		X
Building (repair) Façade/Windows	X	