



Request for Proposals

Central Library Cafe Operations for Forsyth County

Proposals Will Be Received Until

12:00 Noon, April 4, 2025

Forsyth County is seeking proposals from experienced operators to manage and operate a café at Forsyth County Central Library, 660 W. Fifth St., Winston-Salem, NC 27101. The successful bidder must demonstrate a proven track record in food business operations and customer service. The primary objective of this project is to find an experienced and professional operator with a plan to financially sustain operations and that's mission aligns with Forsyth County's to cooperatively support and maintain a community which is safe and healthy, convenient and pleasant to live in, with educational, cultural and economic opportunities for all.

*****NOTICE OF MANDATORY PRE-BID*****

A **Mandatory** Prebid meeting will be held at 11:00 AM on March 17, 2025, at the Forsyth County Central Library, 660 W 5th St, Winston-Salem, NC 27101. The purpose of this meeting will be for potential bidders to view the workspace and present questions regarding the scope of work. Forsyth County staff will be available to provide answers to any questions.

Forsyth County will NOT accept a proposal from a vendor not attending this pre-bid meeting

Notice to Proposers

It is the policy of the County of Forsyth that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful Proposer must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful Proposer agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All proposals must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals (RFP) and mutually agreed upon by the County and the Proposer.

No special inducements will be considered that are not a part of the original proposal document.

County Rights and Options

The County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the County
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the County to evaluate the Responses submitted
- To negotiate an agreement with a Service Provider based on the information provided in response to this RFP.
- To award one or more contract(s).

Public Records

Any material submitted in response to this RFP will become a “public record” once the Proposer’s document(s) is opened and the Proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Trade Secrets/Confidentiality

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152(3) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal.

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.

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each Proposer agrees that the City/County may reveal any trade secret materials contained in such response to all City/County staff and City/County officials involved in the selection process.

Familiarity with Laws and Ordinances

The submission of a proposal on the equipment and services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the County in writing without delay.

E-Verify Compliance

Per N.C.G.S. 143-133.3“E-VERIFY. Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Provider utilizes a subcontractor, the Provider shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

Iran Divestment Act

Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/-Divestment-Act-Resources.aspx>

Divestment from Companies that Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”

INSTRUCTIONS TO PROPOSERS

INTRODUCTION:

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

RFP Response Submission

The final proposal must be submitted electronically in PDF format to bids@cityofws.org **NO LATER than 12:00 Noon, April 4, 2025.**

It is the proposer's responsibility to ensure their bid arrives prior to the deadline. The County of Forsyth reserves the right to reject any or all proposals.

The County reserves the right to reproduce proposals for internal use in the evaluation process.

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form.

Proposers are expressly forbidden from contacting any other County employee or Forsyth County elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

Proposer Questions and Inquiries

Proposer Questions and Inquiries relative to this RFP must be submitted **electronically by 5:00 PM, March 28, 2025**, to Russell Frye, Buyer at russellf@cityofws.org. The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

► All proposals must include a signed acknowledgement of any addendums issued.

This signature page must be completed and submitted with the proposal:

PROPOSAL AUTHORIZATION AND SIGNATURE

This proposal must be signed by a responsible official of the offering company and notarized.

Firm Name

Authorized Signature (**Notarized**)

Date

Street Address (P.O. Box)

Contractor/Business License No.

City, State and Zip Code

Telephone Number

Fax Number

Email Address

On this ___ day of _____, 20___ before me _____
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that

he/she was properly authorized by _____
(Company name)

to execute the proposal and did so on his/her free act and deed.

SEAL

Notary Public _____ My commission expires _____

The following information is requested for statistical purposes only. The inclusion or omission of this information will not affect or influence the County's award of this contract

Proposer further certifies that:

We () are a minority business enterprise
() are not

If yes, please identify in the appropriate box below:

- () Black
- () Hispanic
- () Oriental
- () Native American Indian including Eskimos and Aleuts

We () are a woman-owned business concern.
() are not

MINIMUM INSURANCE REQUIREMENTS

Insurance. The Operator shall procure and maintain insurance against claims for injuries to persons and damages to property for the duration of the contract which may arise from or in connection with the performance of work hereunder by the Operator, his agents, representatives, or subcontractors.

- A. Commercial General Liability Insurance. The Operator shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall be no less than two times the occurrence limit. Such insurance shall:
1. **Include Forsyth County, its officials, officers, and employees as additional insureds** with respect to performance of the Services. The coverage shall contain no special limitation on the scope of protection afforded to the above listed insureds. Please mail certificate of insurance to Forsyth County Risk Management, 201 North Chestnut Street, Winston-Salem, NC 27101.
 2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers and employees.
- B. Business Automobile Liability Insurance. The Operator shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance. The Operator shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$1,000,000 each employee or each accident.
- D. Professional Liability. The Operator shall maintain occurrence version professional liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement and be no less than two times the occurrence limit.
- E. Crime Insurance: The Operator shall maintain Crime Insurance (Employee Theft/Dishonesty) with a limit no less than \$150,000
- F. Other Insurance Requirements. The Operator shall:
1. Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section. Provide copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
 2. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
 3. Maintain such insurance from the time services commence until services are completed.
 4. Place such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.
- E. The Operator understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

Forsyth County reserves the right to reject any bid not meeting the insurance requirements as stated herein.

Section 1. DESCRIPTION OF THE PROCESS

This section 1.0 contains information which shall govern the procurement process for this project.

1.1. SCHEDULE AND PROCESS

The following chart shows the schedule of events to prepare your organization’s Response. 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
March 17, 2025 11:00 AM	Mandatory Prebid meeting to be held on March 17, 2025, at the Forsyth County Central Library.
March 28, 2025 12:00 Noon	<i>Deadline for Submission of Written Questions.</i> Service Providers are permitted to submit to the County written questions, but only for purposes of clarifying this RFP. All submissions shall be submitted as outlined herein.
April 2, 2025	<i>Response to Written Questions via Addendum</i>
April 4, 2025 12:00 Noon	<i>Response Submission Deadline</i> Responses are due on this date.

1.2. PROPOSER QUESTIONS AND INQUIRIES

Proposer Questions and Inquiries relative to this RFP must be submitted **electronically by 5:00 PM, March 28, 2025, to Russell Frye, Buyer at email russellf@cityofws.org**. The County will provide written responses to all inquiries received by this date, and responses will be made available to all known recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or **amendments to this RFP will be in writing and furnished to potential bidders.**

1.3. SUBMISSION OF RESPONSES

Bidders must submit Proposals electronically. To reduce printing costs and to facilitate recycling, we request that proposals be submitted electronically in PDF format prior to the deadline. Electronic bids should be submitted by attaching the required bid forms in PDF format to an email with subject, **“BID–Central Library Cafe Operations”** and emailed to bids@cityofws.org and received **NO LATER than 12:00 Noon, April 4, 2025**. Such submission will not be opened until the time for receiving Proposals has come. **Please do not wait until the last minute to send your Proposal to avoid any possible delay that may occur during the transmittal of files.** A screen print of the email receipt will be used by City/County Purchasing as verification of the time received. **Late proposals will not be considered.**

1.4. EVALUATION CRITERIA

All bids that are submitted in accordance with this RFP and which meet the requirements as outlined herein will be considered to be responsive bids. Notwithstanding anything to the contrary herein, any and all bids may be rejected, and the County may negotiate with any or all bidders. The County will award the contract to the responsive, responsible bidder offering operations that provide the greatest combination in terms of hours of operation, financial stability, alignment with County core values and mission and the highest proposed fee or rate payment.

1.5. REJECTION OF THE PROPOSAL

- a. The County reserves the right to determine and evaluate the qualifications of the Operator's candidates and to reject any Final Proposals.
- b. The County retains the right to waive minor irregularities in the statement format.
- c. Basis for rejection includes but is not limited to:
 - Contains false or misleading statements.
 - Not having the required insurance coverage.
 - Not in the format described under Proposal Content.
 - Unsigned cover letter.
 - Received after the due date.
 - Restriction or limitation upon their use.

Section 2: SCOPE OF WORK:

2.1. INTRODUCTION

Forsyth County Public Library is seeking proposals from experienced operators to manage and operate a café at Forsyth County Central Library, 660 W. Fifth St., Winston-Salem, NC 27101. The successful bidder must demonstrate a proven track record in food business operations and customer service.

2.2. OBJECTIVE

The primary objective of this project is to find an experienced and professional operator with a plan to financially sustain operations and that's mission aligns with Forsyth County's to cooperatively support and maintain a community which is safe and healthy, convenient and pleasant to live in, with educational, cultural and economic opportunities for all.

2.3. SCOPE OF SERVICES

The primary scope of work will include the following:

- Offering quality food and beverage items for purchase to patrons of the Central Library at an affordable market price during operating hours.
- Hiring and managing staff, to ensure a high level of customer service.
- Demonstrating an effective marketing strategy to promote the café operations.
- Collecting payment from patrons and managing all financial transactions.

Further down below in Section 4, additional information is provided and therefore constitutes part of the Scope of Services.

2.4. PRE-QUALIFICATION CRITERIA

To ensure the County identifies experienced and qualified operators, the following are the general requirements:

- Must be able to meet the needs as detailed in Section 2.3 and Section 4.
- Must have at least 2 years or more operating a business in the food industry.

- Must be able to staff the café adequately. Provide an up-to-date resume or curriculum vitae of key staff that highlights their relevant experience in the hospitality industry, specifically in retail operations.
- Must be able to demonstrate financial stability and include the previous two years of business financials to document financial stability.
- Must be able to offer a quality menu of food and beverage items that meets the desires of Forsyth County Central Library patrons.
- Must understand basic business principles, including budgeting, financial management, and marketing. Operators should be able to develop and implement business strategies to drive profitability and attract customers.
- Must demonstrate operational knowledge and the ability to maintain quality standards, by providing Samples of Standard Operating Procedures that outline the approach to managing café operations. Provide proof of training programs and materials, staff onboarding procedure, etc.
- Must demonstrate licenses requirements by providing samples of licenses and compliance documentation with appropriate authorities for licensing, permits, insurance requirements and certifications required to operate a cafe. This may include documentation such as business licenses, health and safety permits, COI, fire safety certificates, and any other relevant certifications.
- Must demonstrate marketing and sales portfolio showcasing previous experience and success in attracting customers and implementing effective marketing strategies. This could include examples of promotional materials, online marketing campaigns, and metrics demonstrating past marketing achievements.

2.5. AWARD CRITERIA:

All bids that are submitted in accordance with this RFP and which meet the Qualification Criteria in this RFP will be considered responsive bids. Notwithstanding anything to the contrary herein, all bids may be rejected, and the County may negotiate with any bidder. The County will ordinarily award the contract to the responsive, responsible bidder offering the highest revenue to the County, but reserves the right to consider other factors.

Section 3. PROPOSAL CONTENTS AND FORMAT

Introduction

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent departure from the operator's preference, the County requests adherence to the format. All Responses are required to be in a PDF format including the following information:

- Cover Letter
- Operator' profile
- Operational plan
- Proposed menu: food, concession items and beverage (non-alcohol).
- Marketing plans.
- Projected budget.
- Fee proposal
- Professional references
- Term
- Any other relevant information the operator would like to provide.

3.1. Cover Letter.

The cover letter shall provide the name, address and telephone numbers of the operator along with the name, title, address and telephone numbers of the executive that the County should contact further questions about the Central Library Café Operations. The cover shall present the Operator's understanding of this Request for Proposal (RFP). **Please include details of how the operator is aligned with the core values and mission of Forsyth County Government to cooperatively support and maintain a community which is safe and healthy, convenient and pleasant to live in, with educational, cultural and economic opportunities for all.**

3.2. Operator Profile

Provide the following information (include Appendix A):

- Provide the main headquarters address of the firm.
- Indicate the legal form of the business.
- Indicate the age of the business.
- State the total number of employees.
- Identify other major products or services the firm offers.

Please do not substitute printed brochures as a substitute for your written response to specific questions. Doing so may result in your proposal being considered non-responsive and thus ineligible for consideration.

3.3. Operational Plan

A detailed project narrative that outlines how the Operator plans to approach managing and operating the Café. This should include at least the proposed days and times of operations which shall not be outside of the operating hours of the library, types of goods to be sold, the number of personnel operating the space, and activities performed by personnel. Please include any examples of properties of similar scope and size currently operated or operated in the past.

Operator may have the opportunity to operate during special events as hosted by the library, which are outside of the normal operating hours for the library. However, this is not guaranteed and shall be at the discretion of the County.

3.4. Proposed Menu

Provide an example menu of goods and items you plan to offer for sale at the café with proposed pricing.

3.5. Marketing Plan

A marketing plan demonstrating the operator's experience and success in marketing similar operations and strategy to attract patrons.

3.6. Projected Budget

Provide a budget outlining the operator's projected revenues and expenses associated with managing and operating the café.

3.7. Fee Proposal

Proposed monthly lease fee payable to the County may be structured as a flat monthly fee, revenue-based fee, or a combination of the two. If the awarded Operator proposes a revenue-based fee structure, the Operator shall submit monthly financial statements to the County along with the rent, outlining the received revenue for the preceding month.

3.8. Professional References.

At least three reference letters or recommendations from previous employers, clients, or colleagues who can vouch for your experience, skills, and performance in the retail and food industry. These references will be used to attest the operator's abilities in customer service, management, and their overall suitability for running a cafe.

Provide the following information (include Appendix B):

- The organization
 - Name
 - Address
- Primary contact
 - Name
 - Title
 - Phone number
 - Email

3.9. Term.

Initial Term: Operator shall have and hold the Premises for a term of one year beginning on or around June 1, 2025. The exact start date is subject to change.

Contract Extension: At the sole discretion of Forsyth County, there may be a possibility to extend the contract duration beyond the initial one-year term. Bidders should indicate their willingness to consider a contract extension. If the contract extension is exercised, the terms and conditions of the original contract will continue to apply at the same annual price or at such price set forth in the bid for additional years.

3.10. Any other relevant information the proposer would like to provide.

All Responses shall be in Adobe Acrobat PDF format with all standard text no smaller than 11 points. All submissions are to be emailed to bids@cityofws.org by **April 4, 2025, at 12:00 Noon** to be considered.

Operators are asked to organize the information requested in this RFP in accordance with the format outlined. The Operators may reduce the repetition of identical information within several sections of the Response by marking the appropriate cross-references to other sections of their Response. Appendices for Certain Technical information may be used to facilitate Response preparation.

Section 4: SPECIFICATIONS

1. CAFÉ OPERATIONS

Operator shall use the designated space, which is approximately six hundred (600) square feet and equipment (Appendix C) within Forsyth County Central Library to operate a café. Operator shall be responsible for all operational aspects of running a cafe, including, without limitation: customer service and vending; food preparation; and sanitation – to include routine janitorial of the café space. The County shall be responsible for routine pest control, grounds maintenance, normal and customary capital maintenance. Operator shall ensure that the cafe is adequately staffed at all operating times. Operator shall be responsible for complying with all applicable state and federal laws applicable for the operation of a cafe.

The Operator's use of the Premises shall be subject to all applicable laws and to County rules and policies, as may from time to time be amended. The Premises shall not be used for any illegal purposes or in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

Use of Premises and Operator's operations as permitted by this Lease shall be rendered in accordance with all applicable federal laws and standards that prohibit discrimination against individuals on the basis of age, race, color, sex, religion, national origin, veterans' status or disability.

Hours of operation may be to mutually agreeable times. Operator shall be permitted to access to the Premises during regular facility hours during the Term. Hours may be extended for holidays or other special events as agreed in advance between The County and Operator.

2. LICENSES AND PERMITS

Operator shall be responsible for maintaining all licenses and permits required or necessitated, including, without limitation, all licenses and permits necessary for maintaining a dining facility.

3. MONTHLY OR QUARTERLY INSPECTIONS

Designated County staff will be allowed to conduct random monthly or quarterly inspection of premises. The overall condition of the property, both inside and outside. The inspection will check all appliances, fixtures, and HVAC systems to ensure they are in proper and working order. The County staff will also inspect any signs of damage or wear and tear, such as chipped paint, broken tiles, or leaks. Photographs or notes may be taken during inspections, and a report may be provided detailing the findings.

4. UTILITIES

Landlord shall be responsible for providing electric, water, stormwater, sewer, and gas service to the Premises. Tenant shall be responsible for providing its own telephone, computer and internet service. However, Tenant may use the facility's existing Wi-Fi internet connection for Tenant's operations as such is available to the Premises. Landlord makes no representation of the facility's Wi-Fi internet connection functionality.

5. USE OF PREMISES

The Premises shall be used solely for the purpose of providing cafe services. The Premises shall not be used for any illegal purposes, housing of staff or clientele, or in any manner to create any nuisance

or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Additionally, no food shall be prepared on Premises and all deliveries to the Premises will be received from the basement parking area and elevator bank. Deliveries are to be received in a manner that does not disturb or hinder Landlord's operation of the building as a Public Library. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase. This Lease shall be terminated immediately if the Premises are no longer used for the purpose set forth herein.

The Hours of Operation for the café will be determined by the selected bidder in the initial lease term, however hours of operations shall not extend beyond the Central Library's operating hours. Tenant also may, with the Library Director or his/her designee's prior written approval, which may be withheld in his/her sole discretion, adjust Hours of Operation to operate during special events hosted by the Central Library.

6. SERVICES BY THE COUNTY

- 6.1. The County may replace or repair, where applicable equipment and fixtures throughout the Term, except for replacements or repairs required due to Operator's negligence, willful wrongdoing, or misuse. Further, if the County determines, in its sole discretion, that a replacement or repair is not economically viable or is not in the County's best interest, it shall have no obligation to make such replacement or repair. Additionally, Operator may request that the County undertake routine and capital repairs at the Premises for the duration of the Term, except repairs required due to Operator's negligence, willful wrong doing, or misuse, and further provided that if the County determines, in its sole discretion, that a repair is not economically viable or is not in the County's best interest, it shall have no obligation to make such a repair. Operator is responsible for all repairs and replacement of equipment or fixtures damaged and/or destroyed due to Operator's negligence, willful wrongdoing, or misuse. The County will invoice Operator for, and Operator shall be responsible for, one hundred percent (100%) of all costs assumed for repairs and/or replacements required due to Operator's customers, guests', or invitees' negligence, willful wrongdoing, or misuse of the Premises.

In the event the County opts not to replace or repair equipment or fixtures and/or opts not to complete a repair or replacement to the physical premises, the County shall not be liable to the Operator for any loss of revenue or other expenses of any kind.

- 6.2. Operator is solely responsible for maintaining insurance coverage on any improvements made to the Premises by the Operator and any business personal property of the Operator. The County shall not maintain or replace any property belonging to Operator or provided or altered by Operator. The County may replace any County-owned equipment or fixtures, at the County's sole discretion, during the Term and may elect not to do so if the damage was caused by Operator's misuse, negligence or willful wrongdoing. The County, in its sole discretion, will select replacement appliances, fixtures, and equipment. The County shall not be responsible for any consequential damages to Operator's business due to failure of equipment, delay in replacement of equipment, or closure of Premises for repairs and/or construction to the Premises. The County will not be responsible for Operator's business interruption, extra expense, and/or loss of revenue for any reason. Operator's insurance policies shall be primary with respect to policies covering Forsyth County and shall be maintained during the term. Operator may elect to replace appliances, fixtures, and equipment at Operator's sole expense and assume any future repair and replacement costs of such. Replacement of County-owned appliances, fixtures, and equipment shall be the property of the County upon termination of this RFP.

- 6.3. The County shall be responsible for addressing and remedying main property's building systems failures and repairs, such as electrical, plumbing, HVAC, and not responsible for daily operations and routine maintenance.
- 6.4. The County shall maintain the grounds surrounding the Premises, including paving, mowing of the grass, care of shrubs, general landscaping and snow removal as scheduled by the County.

7. SERVICES BY OPERATOR

- 7.1. Operator accepts the Premises in their present condition and as suited for the uses intended by Operator. Operator agrees to return the Premises to the County at the expiration or prior termination of the agreement, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Operator, Operator's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Operator shall indemnify and hold the County harmless from any liability, claim, demand or cause of action arising on account of Operator's breach of the provisions of this paragraph.
- 7.2. Operator is responsible for any and all preventive maintenance, cleaning, and general upkeep needed and required for operation of any and all County provide equipment and fixtures. The Operator may elect to provide and use its own equipment and fixtures, with express prior written permission from the County.
- 7.3. Operator may make repairs to The County owned property only with prior written approval from The County. If granted prior written approval, Operator shall follow all applicable bidding laws, and all laws, rules, regulations, and codes of the State of North Carolina and/or its political subdivisions relating to construction, use and occupancy of property, and any other applicable laws.
- 7.4. Operator is responsible for providing any furniture, fixture, equipment or miscellaneous items required for its operations not provided by the County. A list of County provided equipment is attached to this RFP as Appendix C. Operator shall also provide any furniture, fixture, equipment or miscellaneous items required for operations which the County opts not to replace during the Term. Operator is responsible for maintenance, repairs, and replacement of all Operator's personal property and any item purchased by the Operator.
- 7.5. Operator is responsible for daily and routine cleaning of all equipment and fixtures (whether provided by the County or Operator), as well as the physical premises used by the Operator, it's patrons, employees, subcontractors, and guests.
- 7.6. Operator is responsible for providing daily housekeeping as such are rendered necessary by the Operator's operations and trash disposal services to the Premises.
- 7.7. Landlord will provide routine security services to the Premises, as such are currently provided to the facility. Operator is responsible for staff's safety, including but not limited to the handling of funds received during café operations.

8. REMOVAL OF FIXTURES

Operator may (if not in default hereunder) prior to the expiration of the agreement, or any extension or renewal thereof, remove all Operator-owned equipment or fixtures which it has placed in the Premises, except fixtures reasonably necessary to the functioning of the Facility, provided Operator repairs all damage to the Premises caused by such removal, at the Operator's sole expense.

9. DESTRUCTION OF OR DAMAGE TO PREMISES

If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between The County and Operator as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as effective use of the Premises has been affected and the County shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. Operator is responsible for insuring its personal property stored on the Premises, and the County shall not be responsible for any damage or loss to Operator's property, it's employees' property, or loss of business. Notwithstanding anything to the contrary the County shall have no obligation to repair or rebuild any Facility. In no event shall the County be required to make a repair if it determines, in its sole discretion, that a repair is not economically viable or is not in the County's best interest. If the County chooses not to repair or rebuild any Facility, this RFP shall terminate upon notice with respect to said Facility.

10. EXTERIOR SIGNS

Operator shall place no signs upon the outside walls or roof of the Premises, except with the express written consent of the County's General Services Director. Operator shall place no signs on the Premises or anywhere within the interior of the Premises without written consent of the County's Deputy County Manager. Any and all signs approved for use by the County shall be maintained by the Operator in compliance with governmental rules and regulations governing such signs and Operator shall be responsible to the County for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

11. PARKING

Operator may be entitled to use parking spaces as available in the lots serving the Premises.

12. INDEMNITY; INSURANCE

Operator agrees to, and hereby does indemnify and hold, the County harmless against all claims for damages to Customers or property by reason of Operator's use or occupancy of the Premises, and all expenses incurred by the County thereof, including attorney's fees and court costs. For the purposes of this section, "Customers" are defined as patrons of the Premises, their family members, or cohorts, who utilize, or intend to utilize the services of the Operator. Supplementing the foregoing and in addition thereto, Operator shall during the term of this Lease and any extension or renewal thereof, and at Operator's expense, maintain in full force the following insurance coverage:

Insurance. The Operator shall procure and maintain insurance against claims for injuries to persons and damages to property for the duration of the contract which may arise from or in connection with the performance of work hereunder by the Operator, his agents, representatives, or subcontractors.

- A. Commercial General Liability Insurance. The Operator shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall be no less than two times the occurrence limit. Such insurance shall:
 1. **Include Forsyth County, its officials, officers, and employees as additional insureds** with respect to performance of the Services. The coverage shall contain no special limitation on the scope of protection afforded to the above listed insureds. Please mail certificate of insurance to Forsyth County Risk Management, 201 North Chestnut Street, Winston-Salem, NC 27101.

2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers and employees.
- B. Business Automobile Liability Insurance. The Operator shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance. The Operator shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$1,000,000 each employee or each accident.
- D. Professional Liability. The Operator shall maintain occurrence version professional liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement and be no less than two times the occurrence limit.
- E. Crime Insurance: The Operator shall maintain Crime Insurance (Employee Theft/Dishonesty) with a limit no less than \$150,000
- F. Other Insurance Requirements. The Operator shall:
1. Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section. Provide copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
 2. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
 3. Maintain such insurance from the time services commence until services are completed.
 4. Place such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.
- E. The Operator understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

APPENDIX A - Company Profile

1. Name of Company: _____

2. Headquarter Address: _____

3. City, State, ZIP Code: _____

4. Business Organization:

<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation; State of Incorporation

5. Number of Years in Business: _____

6. Total Number of Employees: _____

7. Number of Clients: Public Sector _____ Private Sector _____

8. Are You Registered with the NC Secretary of the State: Yes___ No___

APPENDIX B – References

Reference 1

Contact Name: _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email Address: _____

Reference 2

Contact Name: _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email Address: _____

Reference 3

Contact Name: _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email Address: _____

APPENDIX C – Café Equipment Inventory

Coffee Pot Machine
Coffee steamer / drip
Mini Fridge
1 Blender with 2 canisters
2 Coffee Grinder (1 decaf, 1 regular)
Espresso / Cappuccino Machine with tools / attachments
Cash Register with flat screen and receipt printer
Microwave
4 Thermoses
Coffee Mill
Countertop Bakery Storage Cabinet
Refrigerated glass Display
Ice bin on wheels
5' 3" Display Shelf
Coffee Shelf
Large double door fridge
Bamboo Wooden Items to display items
2 shelves with bamboo containers
12 bamboo square containers
Bamboo cup storage display
4 x8x9 safe
Library Furniture in common area
7 Bar Stools
4 High Tables

All County provided equipment, fixtures, and items shall remain onsite as County property at the expiration of the Agreement's Term. The Operator shall have no claim of ownership to the items provided by the County.