REQUEST FOR PROPOSALS
Food and Beverage Service
WNC Agriculture Center
Fletcher, NC

NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
REQUEST FOR PROPOSALS
FOOD AND BEVERAGE SERVICE – J. CLAYTON DAVIS ARENA AND MCGOUGH ARENA
WNC AGRICULTURAL CENTER, FLETCHER, NC

REQUEST FOR PROPOSALS
The State of North Carolina will receive sealed proposals from qualified operators to lease 3,832 square feet in the
J. Clayton Davis Arena and 1,068 square feet in the McGough Arena for food and beverage service at the Western
North Carolina Agricultural Center located at 1301 Fanning Bridge Road, Fletcher, North Carolina 28732.

Proposals will be received until 4:00 p.m., October 24, 2019, at:

State Property Office   Overnight Delivery:
1321 Mail Service Center  116 W. Jones Street, Room 4055
Raleigh, NC  27699-1321  Raleigh, NC  27603

A mandatory pre-proposal conference and site visit, 10:00 A.M., October 15, 2019, at the Davis Event
Center WNC Agricultural Center Office, 1301 Fanning Bridge Road, Fletcher, NC 28732

For site visits and other information contact: Matt Buchanan, Manager
WNC Agricultural Center
1301 Fanning Bridge Road
Fletcher, NC  28732
Telephone:  (828) 687-1414

INSTRUCTIONS TO THOSE MAKING A PROPOSAL

(1) Read carefully pages 2 through 8 of the Request for Proposals.

(2) After reading and fully understanding pages 2 through 8, prepare your proposal as follows:

- In a sealed envelope enclose all documentation supporting your proposal, including the proposal
  form. The outside of the envelope must be clearly marked “Proposal for Food and Beverage
  Service at WNC Agriculture Center, Supporting Documentation Enclosed”. Supporting
  documentation should include, but is not limited to the following:
    - Full description of plans and intentions for your use of the space. Be as detailed as possible.
      Provide documentation showing you have researched all required permits for your proposed
      operation. Include business operating hours. Please include a statement indicating how your
      proposal will improve the WNC Agricultural Center.
    - Premises is to be leased as is. Any improvements will be at Proposer’s expense. Provide
      information on improvements you propose to make to the premises. This may include up-fit
      construction and/or new construction. Provide a time line for startup of your proposed
      operation. Anticipated lease start date is January 1, 2020.
    - A resume of your experience and abilities that you feel qualify you to operate the food and
      beverage service at the WNC Agricultural Center (If proposal is being made jointly by two or
      more individuals, a resume of each is required. Attach additional sheets as necessary).
      Include any documentation to verify the ability to maintain a Grade “A” sanitation rating.
    - A current financial statement for each person or firm making this proposal.
    - Three letters of recommendation on behalf of each person highlighting his/her character,
      business and management abilities from prior customers, suppliers and/or event promoters.
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(3) Submit your proposal in a sealed envelope no later than 4:00 p.m. October 24, 2019 to:

State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

Overnight Delivery:
116 W. Jones Street, Room 4055
Raleigh, NC 27603

The sealed envelope should be clearly marked:
Lease Proposal
Food & Beverage at WNC Agricultural Center
Fletcher, NC

FAXED AND E-MAILED PROPOSALS ARE NOT ACCEPTABLE. USE OF MAIL SERVICE CENTER MAY DELAY PROPOSAL REACHING THE STATE PROPERTY OFFICE.

SPECIFICATIONS

SCOPE
The North Carolina Department of Agriculture and Consumer Services, WNC Agriculture Center is requesting the submission of proposals by food service companies to operate the food and beverage service facilities for the WNC Agricultural Center for the J. Clayton Davis Arena and McGough Arena. The WNC Agriculture Center has a long term interest in maintaining a quality food service operation to complement and encourage building rentals. The WNC Agriculture Center desires an operation that will have the atmosphere of a rural independently owned food business with friendly staff. The WNC Agricultural Center desires “Home Style” old fashioned cooking as well as an operation that will provide quality food and beverage service in a friendly, courteous and helpful manner to customers.

LEASE AGREEMENTS
It is anticipated the lease will be effective January 1, 2020 or a date satisfactory to the State. Proposer may include alternate effective date for consideration. The Lease Agreement will be prepared by the State and will include pertinent portions of the Request for Proposals, the Proposal submitted, and other items that the State deems applicable.

LEASE PERIOD
The Lease shall be for a (5) five year term, plus one (1) five (5) year renewal period upon mutual agreement to by both parties.

RENTAL
Rental shall be a minimum amount of $45,000 for Year 1 of the term with 2% annual increases for the term and renewal.

Rental payments are to be delivered to the office of the WNC Agricultural Center by the 10th day of each month. Rental payment will be made in 12 monthly payments. Payments of rent not delivered within thirty (30) days of the due date will bear interest beginning on the due date at the rate established by law for State agency past-due accounts receivable. In addition, payments of rent not delivered within ninety (90) days of the due date will be assessed a late fee equal to five (5%) of the original amount due. All payments of rent shall be made payable to the WNC Agricultural Center.

Proposer will provide to the Landlord on a monthly basis, copies of filed monthly Sales Tax and Use Tax Return (Form E-500) submitted to the North Carolina Department of Revenue, as it pertains to this specific business operation only. Proposer will provide reasonable access to all financial records pertaining to this contract for auditing purposes. Proposer’s financial records for this proposal must be maintained
separate and apart from personal accounts and other private interests not covered by this proposal. Records shall be maintained in a manner conforming to generally accepted accounting practices.

LOCATIONS:  
WNC Agricultural Center  
1301 Fanning Bridge Road  
Fletcher, NC  28732

Facilities Included:  3,832 square feet in the J. Clayton Davis Arena  
1,068 square feet in the McGough Arena

See sketch map of the WNC Agriculture Center property for specific locations of facilities. (Attachment A). See facilities specifics for additional information on each location listed above (Attachment B)

ACCEPTANCE AND REJECTION
The right is reserved by the State to accept or reject any and all proposals or to waive any informality in the Proposals.

SAVE HARMLESS
Proposer agrees to indemnify and save harmless the State of North Carolina and all of its agencies from any claim for damage to any person or groups which occur on account of the use of the demised premises by its agents, servants, employees, licensees and invitees.

INSURANCE
Proposer shall at its sole cost and expense procure and maintain in full force and effect during the term of the lease from an insurance company duly authorized to do business in North Carolina, insurance as appropriate for the conduct of the lease:

1. General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amounts of $1,000,000 / $5,000,000 Combined Single Limit (C.S.L.). (Defense cost shall be in excess of the limits of liability) In addition, there shall be sub-limits of $1,000 premises medical payment per person; $10,000 premises medical payment per accident; and $100,000 care custody and control. Proposer will keep in effect at all times fire legal liability insurance with a minimum amount of $500,000 to cover damages caused by the negligence of the Proposer.

2. Workmen’s Compensation Insurance covering all of Proposer’s employees who are engaged in any work under the lease in keeping with all applicable laws. (State Statutory Limit)

3. Automobile Liability Insurance covering all of Proposer’s vehicles operating at the WNC Agriculture Center in keeping with all applicable laws.

4. Product liability insurance in the amount of $1,000,000 for bodily injury, including death, each person.

5. Alcohol liability insurance in the amount of $1,000,000, if a component of the proposal.

Proposer shall furnish to the State certificates evidencing insurance coverage before operation commences under the Lease. The State of North Carolina shall be named as additional insured on all policies. All certificates or policies shall provide that the insurance company will give the State of North Carolina thirty (30) days written notice prior to cancellation or any changes in stated coverage of any such insurance.

LAWS
Proposer shall comply and secure compliance, at his cost and expense with all the requirements of all local, State, and Federal laws in carrying out his obligations under this Lease. This lease contract shall be governed by the laws of the State of North Carolina.
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Fletcher, NC

SELECTED PROPOSAL
Supporting documentation for all properly submitted proposals will be evaluated to determine the qualified proposals. Evaluation of qualified proposals will be based on: desirability of the proposal as to how it will complement the total operation of the WNC Agricultural Center, demonstrated ability of the proposer(s) to execute the proposal submitted, demonstration of sufficient funds for the execution of the proposal submitted, the amount of rent offered, and all relevant factors that might affect the public interest.

Proposal forms for all proposals determined to be qualified will be evaluated for proper execution. The selected proposal will be the qualified proposal judged by the State to be in the best interest of the State.

DESCRIPTION OF SPACE OFFERED
The lease premises include two facilities located on the WNC Agricultural Center (See Attachment B for specific information and exclusions).

All alterations and improvements made to the premises at the Proposer’s expense shall become the property of the Landlord at the termination of the Lease or the vacation of the premises by the Proposer.

It is further agreed that upon the termination of the Lease or the vacation of the premises by the Proposer any alterations or improvements made by the Proposer will be removed at the Landlord’s request, even if permanently affixed, at the Proposer’s sole expense and the premises restored by the Proposer to a condition comparable to that in which they were prior to the letting of the Lease.

The Landlord reserves the right to enter and inspect the premises at any time.

I. LANDLORD RESPONSIBILITIES

A. For the two facilities at the WNC Agricultural Center, Landlord agrees to provide:
   1. All utilities as they currently exist in the buildings including but not limited to electric, water and sewer.
   2. Adequate garbage and refuse containers, garbage service and grease disposal
   3. Buildings and equipment that remain the property of the State and as described in Attachment B.
   4. Maintenance for the roof, exterior of the building, wiring, and plumbing furnished and installed by the Landlord, provided however that any such repairs are necessitated by the negligence or willful act of Proposer, its agents, employees and invitees shall be done by the Proposer.
   5. Maintenance of floors, ceilings, walls and lighting on interior of the building per standards set by the Buncombe County Health Department
   6. The Landlord is not responsible for interruption of electrical power or power failure. Proposer is encouraged to install alert systems on devices needing uninterrupted power.

B. The Landlord will only maintain permanent fixtures attached to the buildings that are owned by the State in the facilities of this lease agreement, excluding the range hoods in both the Davis Arena and the McGough Center.

C. The Landlord shall not be obligated to rebuild or repair any of the subject premises if destroyed or rendered unusable due to the actions of the Proposer or any employees of the Proposer.

D. The Landlord reserves the right to close, temporarily or permanently, any of the facilities, or any portion thereof which are subject to this Contract if needed for repairs. If the facilities are destroyed as a result of fire, earthquake, hurricane, tornado or other catastrophic natural event or act of God, the facilities may be rebuilt. Consideration will be given to the Proposer in the event of such disaster.

E. The Landlord shall retain the right to partition off the dining area for use as a temporary space for the North Carolina Mountain State Fair or other events as needed.
F. The Landlord reserves the right to specify the brands of soft drinks, juices and bottled water that may be sold on the premises. The Proposer shall be notified within at least thirty (30) days should this right be exercised.

II. PROPOSER RESPONSIBILITIES

A. General
1. Proposer shall provide food and beverage service to all events held in the facilities governed by this contract, unless an exemption is given by the Landlord or when Building User does not desire food and beverage service. Food and beverage service must be supplied for duration of event hours.
2. Proposer will provide food and beverage service, appropriate to the size and nature of the event and will include popular fast food and snack foods. Adequate personnel shall be provided to serve all size events in a timely manner, keeping lines to a minimum. Proposer will serve a variety of plate meal options when requested by Landlord or as event size and length dictate.
3. Proposer shall be available for contact by phone, email and text by Landlord and Building User regarding events and their setup during regular business hours and on weekends as necessary.
4. Proposer shall also communicate with Building Users to facilitate better servicing of events with response and corrective action promptly.
5. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or any part thereof, to any person, partnership, company or corporation without prior written approval of the Landlord.
6. Proposer further agrees that he shall at the end of the term of this agreement quit and surrender the premises and equipment owned by the State of North Carolina in as good a state and condition as they were at the commencement of this agreement, reasonable wear thereof and damages by the elements are expected. Equipment mentioned under section “Description of Space Offered” on page 4.
7. Proposer may not utilize the Landlord’s utilities or property to service functions that occur off of fairground property unless there is prior written approval from the Landlord.
8. Proposer must keep all stored equipment and supplies necessary and relevant for on-site operations only in an orderly manner while on Landlord’s Property and only in areas designated by the Landlord. Landlord has the right to make inspections without prior notification as deemed necessary and appropriate.
9. Proposer will be responsible for obtaining and maintain all permits, license, training, certifications, and insurance coverage required during the term of the agreement.

B. Operating
1. Proposer will procure all permits and licenses and pay all charges and fees necessary and incidental to the due and lawful conduct of the services. They shall keep fully informed of all existing and future Federal, State and local laws, ordinances and regulations which in any manner may affect the fulfillment of the Lease and shall comply with it.
2. Proposer will schedule a regular quarterly meeting with the Agricultural Center personnel and at other times as necessary.
3. The Landlord will be reimbursed for fraudulent or negligent acts committed by the Proposer’s employees.
4. The facilities’ equipment will not be removed from the State's premises. If any of the Landlord’s equipment needs to be moved from one location to another location on the premises, the Proposer must seek approval from the Landlord.
5. The Landlord’s equipment must be properly maintained and operated. Ventilation hoods must be maintained and cleaned by the proposer a minimum of twice a year.
6. All requirements regarding advertising (on and off the premises) must meet with prior review and approval by the Landlord.

7. No alterations will be made to the facilities without prior approval. No additions or changes to the site or the structural, electrical, plumbing, mechanical, or HVAC systems on the leased premises shall be made without the written approval of the Landlord. The Landlord may require the Proposer to furnish plans and specifications prepared by registered Architects and/or Engineers to use as factors in deciding whether or not to approve changes proposed by the Proposer. Proposer shall, if requested, return the leased premises and structure to the same condition as existed upon original occupancy by the Proposer, excluding normal wear and tear.

8. Any contractor employed by the Proposer to provide such alteration or up-fitting shall be appropriately licensed by the State of North Carolina. Said Contractor shall provide and maintain, during the life of the contract, Comprehensive General Liability Insurance, including coverage for Premises Operations Independent Contractor, Completed Operations, Products and Contractual Exposures, as shall protect such Contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under the contract, whether such operations by the Contractor or by any Subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

   a. Bodily Injury…………… $1,000,000 per occurrence
   b. Property Damage…….. $3000,000 per occurrence
      i. $1,000,000 aggregate
      ii. $1,000,000 Combined Single Limit shall satisfy both conditions

9. The Proposer will maintain all food preparations, food service, receiving dock area, and dining areas in a clean manner and will dispense of waste and grease properly. Table clearing, floor care and trash removal will be the Proposer’s responsibility.

10. The Proposer will be responsible for providing all equipment necessary to meet the requirements for providing food and beverage service to the Building User except for equipment specifically listed in Attachment B.

11. Menus and prices must be posted at all sales areas. Pricing cannot be increased without the written approval of the Landlord.

12. Proposer will be responsible for rodent and pest control in all leased facilities.

13. The Proposer will be required to operate concessions stands at least one (1) hour before event and at other times when the Building User so requests or the Landlord deems necessary.

14. Proposer will not provide drive through service as part of the business operated on the premises.

15. Proposer will not sell NC Education Lottery chances nor act as an agent of any game of chance, legal or illegal, within the leased premises.

16. Proposer will not offer live animals as part of business conducted within the lease premises.

17. Proposer shall maintain a sanitation rating of Grade “A” or equivalent at all times with the Buncombe County Health Department or other authority having jurisdiction.

18. Proposer shall correct, within thirty (30) days notification, all deficiencies for which Proposer is responsible under the Lease noted by the NC Department of Insurance during its annual inspection of the Premises.

19. Proposer shall conduct all required inspections of fire suppression systems and shall promptly correct all deficiencies.
C. Product
1. Food must be fresh, of good quality, cooked and prepared on the premises. Fresh is defined as not out of date on packaging, spoiled, freezer burned, and any other terms that are under the Buncombe County Health guidelines. Food will be prepared from market fresh items when in season.
2. When served, breakfast items will be selected from but not restricted to fresh fruit, hot and cold cereals, eggs, lean bacon, country ham (center and end slices), link and patty sausage, grits, stewed apples, toast, milk, coffee and juices.
3. When served, lunch and supper items will be selected from but not restricted to hotdogs, hamburgers, barbeque pork and chicken, meatloaf, hot soups, chili, steak, pork shops, fish, pasta dishes, ethnic foods, mashed potatoes, rice, bread, roast meat, fried chicken, pizza, fresh vegetables, congealed salads, green salads, casseroles, fresh fruit, pies, cakes, cobbler, tea, coffee, juices, and soft drinks. Low calorie and/or low sodium items may be required.
4. Menus will be renewed and rotated, with the uppermost goal of having adequate selection, superior quality and variety for the consumer. The Landlord will approve all menus and prices.

D. Personnel
1. Personnel considered objectionable by the Landlord will not be retained.
2. Proposer will be an equal opportunity employer.
3. Proposer will not be permitted to use subcontractors or independent contractors for food and beverage service on the premises and shall use only its own employees unless approved by the Landlord. All benefits will be the responsibility of the employer.
4. Proper attire for all employees will be required. “Tank Tops” and “T-shirts” with distasteful statements or pictures WILL NOT be allowed. Shirts with Proposer’s name or logo and name tags are required for all Proposer employees on duty. NC WNC Agriculture Center shirts will not be allowed for Proposer’s staff on duty.
5. No Proposer’s officer or employee can be employed by the North Carolina Department of Agriculture and Consumer Services. If employed by another State of North Carolina Department, the Proposer must submit employee’s written disclosure, “Request for Approval of Secondary Employment, as required by Section 3 of the NC State Human Resources Manual to the Landlord.
6. Proposer and Proposer’s personnel shall conduct themselves in a professional manner at all times. Failure to do so may result in exclusion of that person from the facilities or termination of the contract. Any conflicts, disturbances, problems, etc. should be reported to Security immediately. Security will then notify the Landlord of the situation.

E. Financial
1. Proposer will make no purchases or charges of any type in the name of the North Carolina Department of Agriculture and Consumer Services or the WNC Agricultural Center.
2. Payments are due monthly at the WNC Agricultural Office by the 10th day of each month. Payments of rent not delivered within thirty (30) days of the due date will bear interest beginning on the due date at the rate established by law for State agency past-due accounts receivable. In addition, payments of rent not delivered within ninety (90) days of the due date will be assessed a late fee equal to five (5%) of the original amount due. All payments of rent shall be made payable to the WNC Agricultural Center.
3. Proposer will provide to the Landlord on a monthly basis, copies of filed monthly Sales Tax and Use Tax Return (Form E-500) submitted to the North Carolina Department of Revenue, as it pertains to this specific business operation only. Proposer will provide reasonable access to all financial records pertaining to this contract for auditing purposes. Proposer’s financial records for this proposal must be maintained separate and apart from personal accounts and other private interests not covered by this proposal. Records shall be maintained in a manner conforming to generally accepted accounting practices.
4. Proposer shall meet all financial obligations in accordance with terms agreed upon when contracting for service or supplies.

F. Termination and Forfeiture
1. If Proposer shall fail to make any payment of rent when due or shall fail to comply with any agreement herein contained or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent, or unable to pay its debts, or shall make a general assignment for the benefit of its creditors, Landlord may enter and take possession of the premises and expel Proposer, therefrom, using such means and force as may appear expedient, without prejudice to other remedies available to Landlord. And, in such event, Proposer hereby expressly waives notice to quit possession and such other formalities or conditions as may be required by law.
2. No entry by Landlord under this lease shall bar Landlord from the recovery of rent or damages for the breach of this lease by Proposer, nor shall the receipt of rent by Landlord after any such breach or delay by Landlord in enforcing its rights hereunder be deemed a waiver of any rights or privileges granted Landlord by this Lease.
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WNC Agriculture Center
Fletcher, NC

PROPOSAL FORM
(Must be submitted for proposal to be accepted)

Name______________________________________________________________________________
Firm
Name______________________________________________________________________________
Address____________________________________________________________________________
Telephone______________________________________Fax_________________________________

Lease term five (5) years effective January 1, 2020 or a date satisfactory to the State plus one (1) five
(5) year renewal period upon mutual agreement to by both parties.

I. Rental: I propose the following minimum annual rental during year one (1) of the five (5) year term of
the lease. Rental for the year must be expressed as a flat rate. Percentages of sales are not
acceptable. **A MINIMUM INITIAL ANNUAL RENTAL OF $45,000 IS REQUIRED FOR YEAR 1 OF
THE TERM.** The annual rental increases will begin in year 2 of the agreement.

Year 1 _______________ ($45,000 minimum)

Annual increases of ___% beginning in Year 2 of the term and renewal years (2% minimum)

II. The selected proposer must register as a legal entity, if applicable, under North Carolina Law before
the transaction is placed on the Council of State agenda. Failure to register may result in a delay of the
approval process or rejection of the proposal.

III. I have read and accept the request for proposals (specifications) pages 2. through 8. and all
attachments and stipulate that this proposal is made in keeping with the requirements therein. I
understand that this proposal will be evaluated on the basis of: desirability of the proposal as to how it
will complement the total operation of the WNC Agricultural Center, demonstrated ability of the
proposer(s) to execute the proposal submitted, demonstration of sufficient funds for the execution of the
proposal submitted, the amount of rent offered, and all relevant factors that might affect the public
interest. I further realize that the State may reject this proposal for any reason it deems warranted.

Signature________________________________ Date ______________________
Signature________________________________ Date ______________________

SPECIAL NOTE: To be considered, this proposal must reach the State Property Office, 116 W. Jones,
Street, Room 4055, Raleigh, NC 27603, no later than **4:00 p.m., October 24, 2019**

**EMAILED AND FAXED PROPOSALS NOT ACCEPTABLE**
ATTACHMENT B – Space Specification and Equipment

J. Clayton Davis Arena
1. Exclusive use of the J. Clayton Davis Arena Restaurant Area
2. Exhaust Hoods
3. Two (2) – three compartment sinks

McGough Arena
1. Exclusive use of the McGough Arena including all areas within the building
2. The lawn and cement areas around the building up to the streets, parking lots and fence between the McGough Arena and Stall Barns may be included for certain events and only with the approval of Center Manager.
3. Exhaust Hoods
4. One (1) - Three compartment stainless steel sink