

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Request for Proposal #: 46-DNCR-23-1918

Chimney Rock State Park Management Concession

Date of Issue: October 17, 2023

Proposal Opening Date: December 13, 2023

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Cynthia Armes

Director of Procurement

Email: Cynthia.ames@ncdcr.gov

Phone: 919-814-6728



STATE OF NORTH CAROLINA

Request for Proposal

46-DNCR-23-1918

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.7 for details:	Request for Proposal #: 46-DNCR-23-1918
	Proposals will be publicly opened: December 13, 2023, at 2:00 PM ET
Using Agency: NC Division of Parks and Recreation	Commodity No. and Description: 901117 Camping and Wilderness Facilities, Government Owned Parks
Requisition No.: PR12254367 / RQ51709	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____
(Authorized Representative of the Department of Natural and Cultural Resources)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Natural and Cultural Resources (hereinafter, "Department") seeks proposals for concession park management at Chimney Rock State Park.

Chimney Rock State Park is one of 35 state parks in the North Carolina State Park system. In 2005, the North Carolina General Assembly authorized a new state park in the scenic Hickory Nut Gorge area of western Rutherford County and the surrounding counties of Polk, Henderson and Buncombe. Later that year, the first tract of land to form the state park was purchased. Since then, many more acres have been added. The most notable was the 2007 transfer of Chimney Rock Park, a private nature park surrounding the striking 315-foot spire on the gorge's southern side, into the expanding park. Chimney Rock State Park is unique in that its visitor services (restaurants, gift shops, shuttle services) and operational services (elevator maintenance, marketing, and promotion) are provided by an outside vendor. While the State, through the Division of Parks and Recreation, owns the land and buildings at Chimney Rock, a Vendor is required to provide all retail fixtures for the two (2) gift shops, all equipment and fixtures in the park restaurant and snack bar, shuttles for transporting visitors within the park, maintenance equipment and vehicles, and Wi-Fi infrastructure.

The mission of the North Carolina Division of Parks and Recreation is to conserve and protect representative examples of North Carolina's natural beauty, ecological features, recreational and cultural resources within the state parks system; provide and promote safe, healthy, and enjoyable outdoor recreational opportunities throughout the state; and provide educational opportunities that promote stewardship of the state's natural and cultural heritage.

The North Carolina General Assembly authorized Mount Mitchell as the first state park on March 3, 1915, and land to start the park was acquired the following year. North Carolina State Parks celebrated their 100th anniversary in 2016. Today, the parks system encompasses more than 245,000 acres and attracts more than 18 million visitors each year. The parks system began when a group of citizens sought to protect the summit of Mount Mitchell. It became the first state park in the Southeast and among the first in the nation. Many of the state parks were initiated by local citizens with a strong conservation ethic.

Grassroots conservation in North Carolina is reflected in the state's mandate that these precious natural resources be readily available to all citizens. Fees for services such as camping, and picnic shelters are kept as reasonable as possible. There is also a conscious attempt to offer facilities and recreation opportunities in a low-impact manner which protects the land.

The intent of this solicitation is to award an Agency Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of eight (8) years, beginning on January 1, 2025.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	October 17, 2023
Hold Pre-Proposal Meeting/Site Visit	State	November 6, 2023, at 1:00 PM ET
Submit Written Questions	Vendor	November 13, 2023, by 3:00 PM ET
Provide Response to Questions	State	November 17, 2023, by 4:00 PM ET
Submit Proposals	Vendor	December 13, 2023, at 2:00 PM ET

The Department of Natural and Cultural Resources will be conducting live bid openings over conference call.		<p>Join on your computer, mobile app or room device:</p> <p>Click here to join the meeting</p> <p>Meeting ID: 213 859 952 167 Passcode: cFBdRg</p> <p>Download Teams Join on the web</p> <p>Join with a video conferencing device</p> <p>ncgov@m.webex.com</p> <p>Video Conference ID: 118 463 681 9</p> <p>Alternate VTC instructions</p> <p>Or call in (audio only)</p> <p>+1 984-204-1487,,262423680# United States, Raleigh</p> <p>Phone Conference ID: 262 423 680#</p>
Contract Effective Date	State	January 1, 2025

2.5 SITE VISIT

Mandatory Site Visit

Date: 11/6/2023
Time: 1:00 PM Eastern Time
Location: 831 Chimney Rock Park Road
(Just beyond the Ticket Plaza)
Chimney Rock, NC 28720

Contact #: James Ledgerwood (828) 625-1823

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP #46-DNCR-23-1918 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as

such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.8 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications and Requirements of this RFP. Responses must follow the format outlined herein. The State may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response or departs in any substantive way from the required format. Proposal responses shall be organized and "tabbed" in the following manner:
 - 1. Vendor Experience (Section 4.4)
 - 2. Scope of Work Understanding, Technical Approach and Schedule
 - 3. Team Organization, Experience and Certifications/Qualifications
 - 4. Proposed Revenue – License Fee proposal 5.5.2, ATTACHMENT A: LICENSE FEE PROPOSAL
 - 5. Certificate(s) of Insurance
- f) Completed version of ATTACHMENT A: LICENSE FEE PROPOSAL
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) Annual Operations Plan (AOP): The AOP is a mutually agreeable plan of operations that the vendor submits annually to specify the means and methods of providing the terms in the Scope of Work. If there are issues with how the vendor is providing the services outlined in the RFP it can be addressed annually through the AOP. This provides for annual feedback for both parties and provides for clarification of overlapping responsibilities. The contract and scope never change but how the vendor provides those services may need to be tweaked based on facility availability, staffing issues, or other market related issues that may affect a business' ability to fulfill the contract.
- b) Contract Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this RFP who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- c) Contract Manager: Representative of the Department of Natural and Cultural Resources or awarded Vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
- d) Executive Summary: An executive summary is a short section of a larger document like a business plan, investment proposal or project proposal. It's mostly used to give investors and stakeholders a quick overview of important information about a business plan like the company description, market analysis and financial information, etc.
- e) Master Plan: The purpose of a master plan is to serve as a long-term guide for the development of park facilities, recreation opportunities, and natural resource protection. It includes an analysis of cultural, scenic, recreational, geologic, and natural resources as well as site conditions, public demand and interest, and development recommendations. The master plan is structured within the scope of a 25-year development plan and is intended to evolve as the park grows and more knowledge is gained about the park's natural resources.
- f) ServSafe: ServSafe is a food and beverage safety training and certificate program administered by the U.S. National Restaurant Association.

3 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.3 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.4 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.5 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov> under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.6 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach (as described in Section 5.7)
2. Vendor Experience (as described in Section 4.4)
3. Financial Stability (as described in Section 4.2)
4. Revenue and Fee Structure (as described in ATTACHMENT A: License Fee Proposal)
5. References (as described in Section 4.5)
6. Project Organization (as described in Section 5.6)

3.7 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.8 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the

degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 LICENSE FEE PAYMENTS

Proposal License Fee shall constitute the total gross revenue to the State for complete performance in accordance with the requirements and specifications herein. Complete ATTACHMENT A: LICENSE FEE PAYMENTS table included in the Sourcing Tool. The license fee payments provided in ATTACHMENT A: LICENSE FEE PAYMENTS, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

- a) Rent is calculated by applying the agreed upon contractual percentages of gross revenue in business categories for each calendar month and is due and payable on the thirtieth (30) day of the month for the preceding month's obligations. Complete ATTACHMENT A: LICENSE FEE PROPOSAL and upload in the Sourcing Tool. The fees provided in ATTACHMENT A: LICENSE FEE PROPOSAL, or resulting from any negotiations, are incorporated herein and shall become part of any resulting Contract.
- b) Payments must be submitted to the following address:
Chimney Rock State Park
P.O. Box 220
Chimney Rock, NC 28720

4.2 FINANCIAL STABILITY

Each Vendor shall submit the following financial documentation as an attachment to its Proposal:

- a) 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 the RFP, the Vendor 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 RFP)); **OR**
- b) 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 RFP, the Vendor 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 reflecting the line of credit or statement from lender acknowledging the commitment to fund the Concessionaire's stated financing), performance bon, 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 Concessionaire's financial stability; **OR**
- c) Consolidated financial statements of the Vendor's parent or related corporation/business entity shall not be considered, unless: (1) the Vendor's actual financial performance for the designated period is separately identified in and/or attached to the consolidate 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 Vendor's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Vendor provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The Vendor's failure to provide any of the above referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the Vendor's proposal. Vendors are also encouraged to explain any negative financial information in their financial statements and are encouraged to provide documentation supporting these explanations.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor 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. Proposal must also include the following:

- a) Documentation showing a minimum of five (5) years in experience of managing an attraction of similar size or larger having a minimum annual visitation of 400,000.
- a. Corporate Background and Experience - This section shall include background information on the organization and should give details of experience with similar operations. Information about the Vendor shall include at minimum:
 - i. Company name
 - ii. Legal name (if different)
 - iii. Years in business
 - iv. Number of years providing operations similar to this proposal
 - v. Contact person (an authorized representative to conduct agreement negotiations with the State, if different from contact person)
 - vi. Full mailing address
 - vii. Telephone number
 - viii. Fax number
 - ix. E-mail address
 - x. Number of full-time employees
 - xi. Number of seasonal employees
 - xii. Name of person who would be manager for this operation (attach listing of experience with similar operations)
 - xiii. Dunn and Bradstreet Number
 - xiv. List corporate officers, principal stakeholders and shares held by each. If Partnership, list all partners and percentage of partnership held by each.
 - xv. Any litigation or judgements against the company or its officers

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references relating to concession management, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to

those proposed herein. The State shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

4.6 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there is none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the

Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☒ Contract value in excess of \$1,000,000.00

B. The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled Insurance, should be increased from the minimums stated. Increased or additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

- a) Employer's Liability \$1,000,000.00
- b) Commercial General Liability \$10,000,000.00 Combined Single Limit
- c) Automobile \$10,000,000.00 Bodily injury and property damage
Uninsured/under insured motorist and Medical payment

5 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Property to be Licensed

The site on which the specified concession will be conducted is within the boundaries of the Chimney Rock State Park, in Rutherford County, North Carolina and is shown in Exhibit A, which is hereby made a part of this RFP. The North Carolina Division of Parks and Recreation (DPR) will be the managing Agency of this award.

Directions

Chimney Rock State Park is located in Rutherford County in the Southwestern Mountains of North Carolina. The entrance to the Chimney Rock State Park Attraction (CRSPA) is off US Highway 64/74A in the village of Chimney Rock. Take Interstate 40 to Exit #53 (Blue Ridge Parkway and Highway 74A East). Stay on 74A East for 20 miles, and the Park entrance will be on the right. The physical address is 743 Chimney Rock Park Road, Chimney Rock, NC 28720.

5.2 SITE DESCRIPTION

The Vendor shall operate the public facilities within the CRSPA. CRSPA is a component of the formerly privately owned and operated Chimney Rock Park. The CRSPA consists of trails, buildings, parking lots and road access to the CRSPA and specifically excluding all currently non-developed forestry land within the CRSPA. Vendor agrees to accept the premises in its "as is" condition. The CRSPA currently receives an average of 236,524 visitors annually (visitation in 2020 was 308,145) and includes a developed infrastructure to include paved and gravel roads, parking lots, utilities consisting of water, sewer, electrical and phone systems, 15 roofed structures that have served the function of providing services, such as retail, food and beverage, public restrooms, maintenance shop, warehouse storage, staff offices, live animal exhibits, education programming, meeting space and picnicking. A 26-story public elevator exists within Chimney Rock Mountain and connects the Cliff Dwellers building parking lot to the Sky Lounge

building. There are approximately 3.5 miles of trails of various surfacing and levels of hiking difficulty. More details to be found in **Exhibit A**.

5.3 PURPOSE

This CRSPA is to be included for commercial concession purposes for the provision of services to the public through the use of designated park facilities similar to what has been offered during previous management. Vendor agrees that the property shall be used only for the business of operating the CRSPA for the use by the general public. Operational performance standards may be found in **Exhibit B** which is hereby made a part of this RFP.

5.4 AUTHORITY OF LAW

The authority of law for granting an award for specified services is North Carolina General Statutes 113-8, 113-23, 113-34, 113-35, 113-44.10, 143B-276 and the State Parks Act.

5.5 TASKS/DELIVERABLES

5.5.1 FACILITIES AND SERVICES

The Vendor shall staff and operate the CRSPA as defined in this RFP and **Exhibit A** to include the following scope of work and to adhere to the Operational Performance Standards outlined in **Exhibit B**.

Operation of the CRSPA shall conform to a Technical Approach known as the Annual Operations Plan (AOP) that will be made part of this Contract. The AOP shall be written by the Vendor and include an executive summary, previous year's financial plan/budget, organizational chart, staffing, attendance, receipts collected/deposits made, and expenses incurred while fulfilling the operations of the Premises of the CRSPA. The Vendor shall then list how it proposes to provide the below listed services adhering to the Operational Performance Standards outlined in **Exhibit B**.

1. Guest Services
2. Fee Collection
3. Food/Beverage
4. Retail
5. Event Services
6. Interpretation and Education Programming
7. Parking and Shuttle Service
8. Custodial
9. Operational General Maintenance/Utilities

The AOP will be presented to the Contract Manager and both parties will come to mutually agreeable terms between the months of November and December of the preceding year with signed, final Contract Manager approval scheduled by December 31 of the preceding year. **Other annual plans will supplement the AOP and will clarify overlapping responsibilities.** These plans include the Annual Interpretive Plan, The Annual Natural Resource Management Plan, and the Annual Maintenance Plan, which will be developed by the Contract Manager and mutually agreed upon and signed by both parties.

After Contract Manager approval, the AOP will be sent to the West District Superintendent and the Division's Contract Manager for final approval. However, in no event shall the terms of the Contract Agreement be amended without State Property Office and Council of State approval, if applicable. Portions of the AOP may be treated as confidential trade secret information, pursuant to the N.C.G.S. 132-1.2 and N.C.G.S. 66-152, upon the mutual agreement of the parties and the Attorney General's office. All Sub-Contractors are required to meet the standards of the contract and provide financial information upon completion of each fiscal year.

5.5.2 LICENSE FEE

During the term of this Agreement, the Vendor shall pay as revenue to the Department, the following minimum percentage on all gross income or revenues received or due to the Vendor from business transacted on the Property as follows:

Minimum Cumulative Annual Gross Revenue		
From	To	% to the State
--	\$4,000,000	10%
\$4,000,001	\$6,000,000	12.5%
\$6,000,001	No Limit	15%

Although the above referenced percentage constitutes the minimum percentage of gross annual revenue that shall be paid to the State as a franchise fee under the Agreement, Vendors are invited to submit proposals that exceed the minimum percentage of gross annual income stated above using ATTACHMENT A: LICENSE FEE PROPOSAL. Vendors are advised that final selection of a Vendor shall be made based on a number of factors, the percentage of gross annual revenue being only one criterion.

Vendor shall maintain accurate and complete books, records and financial statements, in accordance with generally accepted accounting principles, for the calculation of rental as provided herein. All gross revenue generated by the Vendor in connection with the contract, regardless of its source, is subject to the provisions of this section. All accounts of Vendor related to the Premises in excess of \$25,000 in revenue, liabilities, or accounts receivable shall be itemized. Vendor shall also be responsible for all charges in connection with special services incurred at the request of, or on behalf of the State and Vendor shall pay such charges to the State upon receipt of an invoice for such charges.

5.5.3 HOURS OF OPERATION

Park hours of operation are as follows:

Month of Year	Park Opens	Park Closes
November, December, January, February	8:00 am	6:00 pm
March, April, September, October	8:00 am	8:00 pm
May, June, July, August	8:00 am	9:00 pm

Vendor shall post hours of operation at the entrance to the CRSPA. Vendor staff is responsible for operating and closing the entrance gate, buildings, and any other facilities attached with this lease. The State reserves the right to change the required hours of operation and shall provide the Vendor at least thirty (30) days prior written notice of any such change.

5.5.4 FEES AND RATES

All rates and prices charged by the Vendor, or its Sub-Contractors shall be subject to the prior approval of the State. Rates and prices charged by the Vendor shall be reasonable and comparable to rates and prices charged for similar goods and services by others in the community and other similar attractions/operations. The Vendor shall post the schedule of rates and prices for services in a conspicuous place at the CRSPA at all times. Age rates discounts are to match state parks age range discounts: Senior 62 & older, Adult 13-61, Child 3-12, under 3, no fee. Proposed fee schedule is to be included in the submitted proposal. Fee schedules will be reviewed annually by the Contract Manager and/or DPR staff. Any changes to these fees during the course of the year shall be approved by the Contract Manager.

5.5.5 RECORDS AND REPORTS

The Vendor shall maintain complete and accurate records of all receipts and disbursements and such Additional records as the State deems necessary to adequately reflect the operations conducted on the Property. The Vendor shall furnish to the State within sixty (60) days after the end of each calendar year independently audited and certified true copies of its 1) balance sheet; 2) profit and loss statement; 3) statement of total compensation (salaries, wages, bonuses and dividends) paid from the operator authorized by the lease; and 4) schedule of gross revenues showing the agreed upon gross revenue categories and percentages used to calculate revenue. The Vendor shall submit an Annual Operation Plan (AOP) to the Contract Manager annually by December 1. The State shall ensure comments and/or edits are returned by December 31 each year.

5.5.6 IMPROVEMENTS AND DAMAGE TO THE FACILITIES

Vendor shall maintain, at no cost to the Department, the CRSPA's facilities in functioning order and at or above the level of cleanliness experienced by Park visitors in all other state park facilities. Vendor shall not improve or alter the Premises in any manner without the prior written consent of the Department.

All improvements, materials, and equipment on the Property not considered personal property, shall, at the expiration or earlier termination of the Contract, be returned to the State in as good and safe condition, reasonable wear and tear accepted, as same as they were when Vendor took possession under the Contract.

If any property of the State is damaged or destroyed by the Vendor, its employees, agents, invitees, patrons, or other persons on the Property, the same shall be replaced, repaired, or restored by the Department at Vendor's expense and shall be billed to Vendor in a timeframe approved by the Department.

Documentation based upon existing State inspections and a joint inspection involving the Department, the Vendor, or their respective representatives will be conducted prior to execution of this contract.

Damages: The Vendor shall be responsible for monitoring and reporting any damage to State Property during the term of the Agreement and shall exercise due diligence in the protection of all property against fire or damage from any and all causes including negligence. The Department reserves the right to close the park to the public in the case of severe weather, poor road conditions, natural disasters, fire danger, maintenance, construction, or any "Act of God."

Destruction of Property: If any Property is destroyed by fire or other casualty or is so damaged as to become wholly or partially unusable, the Department shall rebuild or repair. In such an event, the contract shall remain in force, and the Department shall rebuild or repair the damaged Property within a reasonable time, subject to review, funding and plan approval by the State Construction Office. All repairs need to be consistent with the Master Plan for the Park. The contract may be amended through mutual negotiation if any natural disaster, unexpected events or resulting repairs or demolitions affect the revenues of the contract.

Maintenance and Equipment: Vendor shall provide its own equipment for maintaining and operating the Park to include but not limited to mowers, weed eaters, chain saws, electrical/hand tools, cleaning equipment, tractors, trailers, vehicles, buses, computers, office equipment, cash safes, furniture, and restaurant appliances.

Some buildings, like the restaurant, are furnished with equipment that Vendor may use in the operation of the Park. Department will provide a list of equipment and guidelines pertaining to their use, and Vendor will be permitted to use these assets in their operations according to the provided guidelines.

Service contracts on the elevator and emergency generator for the elevator will be maintained by Vendor. Vendor shall be responsible for up to \$100,000 of elevator and generator maintenance, parts, and repair per year. A copy of the service contract must be provided to and approved by the Contract Manager on an annual basis. Vendor shall provide an elevator operator for information and public safety.

Copies of all invoices for elevator repairs incurred should be included in monthly reporting given to the Contract Manager. Vendor must notify the Contract Manager when 80% of \$100,000.00 of the fund has been expended.

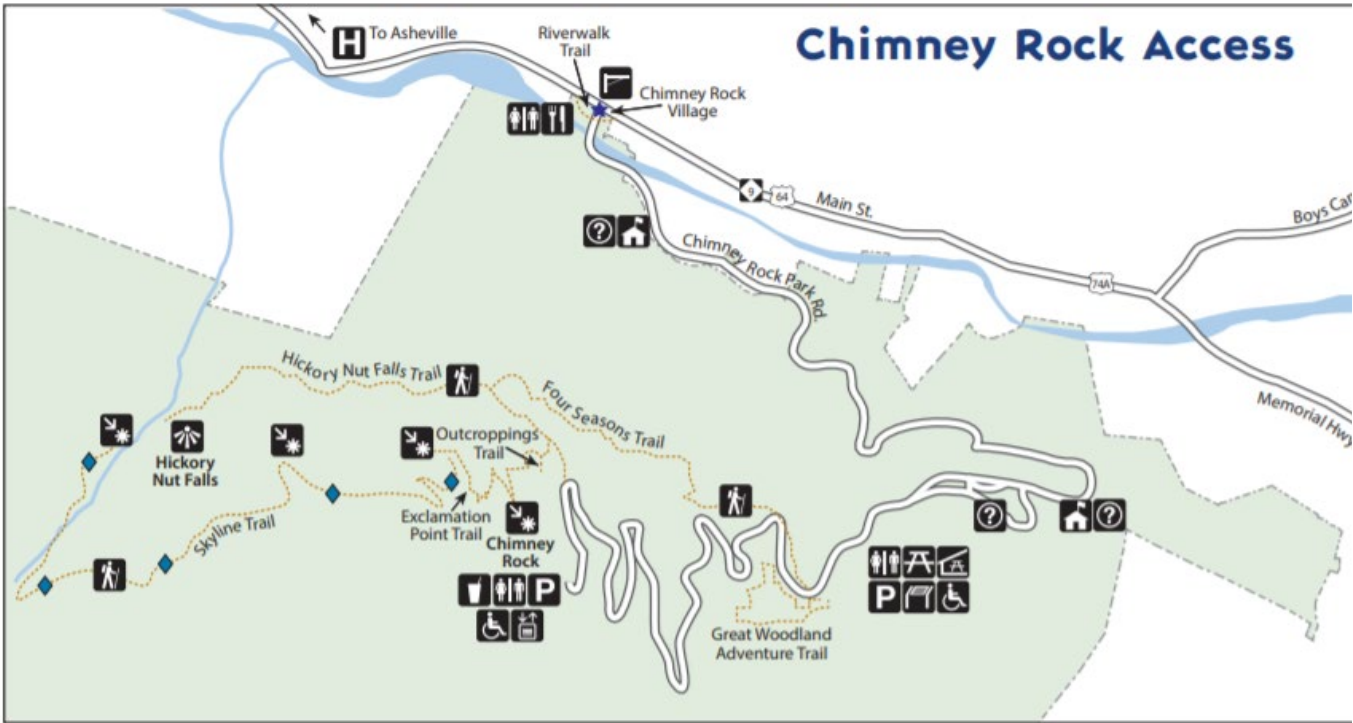
More details may be found in **Exhibit B**.

5.5.7 ADVERTISING

The Vendor agrees to advertise in a manner jointly agreed upon by the Vendor and the Contract Manager and/or DPR staff. All advertising and marketing plans shall be submitted to the Contract Manager in the Annual Operations Plan (AOP). More details can be found in **Exhibit B**.

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Exhibit A



Trails

Trail	Distance	Difficulty	Blaze
Riverwalk Trail	0.1 mile	easy	
Great Woodland Adventure Trail	0.4 mile	easy	
Four Seasons Trail	0.7 mile	strenuous	
Hickory Nut Falls Trail	0.7 mile	moderate	
Outcroppings Trail	0.2 mile	strenuous	
Exclamation Point Trail	0.3 mile	strenuous	
Skyline Trail	1.1 miles	moderate	◆ blue

Building/Structure	Size (square footage)
Restaurant on US 64	2,363 sf
Warehouse partial/shared use	3,575 sf
Cliff Dweller Store	3,600 sf
Sky Lounge & Elevator	3,971 sf
Ticket Office	520 sf
Park Office	1,773 sf
Pavilion	1,800 sf
Nature Center	1,180 sf
Meadows Restrooms	504 sf
Upper Parking Restrooms	504 sf
Grady's Den	360 sf
Maintenance Shop	1,008 sf
Main Pump House	400 sf
Chimney Rock Village Restrooms	504 sf

Exhibit B**OPERATIONAL PERFORMANCE STANDARDS**

An Annual Operational Performance Standards review will be conducted based on the Park Superintendent's observations and the Vendor's Executive Summary for the year. Any performance deficiencies will be addressed by the State Park Superintendent and attached to the Annual Operations Plan (AOP) for the outgoing year. The upcoming year's AOP will address these deficiencies with the goal of bringing the Vendor's performance back to contracted State standards.

Vendor Responsibilities

The Vendor is responsible for operation of the Premises known as the CRSPA as seen in Exhibit A to include the following: opening/closing, cleaning, grounds, safety, ticket sales, guest services, retail, food /beverage, interpretation/education, events, parking, shuttle service, and emergency assistance for all facilities within the Premises. The Vendor must provide all the services needed to operate the Premises at Chimney Rock State Park as detailed in this solicitation.

The State may from time-to-time request changes in the scope of services of the Vendor to be performed under this Agreement. Such changes shall be mutually agreed upon by the Parties and incorporated in a signed written amendment to this Agreement or the Annual Operations Plan.

1. Guest Services:

- a. **General Conduct:** The Vendor shall conduct its operations within the Premises in a lawful manner and in keeping with generally recognized best business practices and shall not commit any act or knowingly permit anyone else to commit an act which would tend to discredit Chimney Rock State Park or the North Carolina State Parks System and its employees and/or agents.
- b. **Signs, Marketing, & Advertising:** Signs should be consistent in appearance with Division signs. Park road signs or educational/exhibit/trail signs will follow Division guidelines. All advertising and marketing materials for the Premises shall state that the Premises are open to public use on a fee basis. The Vendor shall provide and place signage, approved by the Park Superintendent prior to installation, on adjacent or nearby public roads (subject to state and local regulations or ordinances), informing the public that the Premises is available for public access. At a minimum, said signage will be placed and maintained at the entrance to the Premises. Signs for which the Vendor is responsible must be appropriately located, accurate, professional in appearance and well maintained. State Park contact information must be included on all digital, physical, and printed materials. Vendor shall market the facilities as Chimney Rock State Park and incorporate Division mission, messages, master plan, promotional materials, events, and interpretive themes with the inclusion of the Park Superintendent and Rangers. Signs used for marketing and promotions are not held to the same standards as road or educational/exhibit signs and only require Superintendent approval. When applicable, marketing and promotions may require Vendor to obtain a permit, such as a Filming Permit or a Special Activity Permit, and/or approval by the Division staff, prior to beginning such an endeavor. State Park fees may be associated with Special Activity Permits. The State may in its sole but reasonable discretion require the cessation of marking/promotional activities found to be inconsistent with Division's mission or not to be in the public's interest.
 - i. **Posting of Rules and Regulations:** All State Park rules and regulations are applicable in all areas of the CRSPA. The Vendor shall post within the Premises and make available to the public using the Premises, State Park rules and regulations as well as the rules and regulations applicable to the operation of the Premises. The current list of rules and regulations can be found on the Division website. The Vendor shall also provide and maintain a website that contains said information. All such rules and regulations must be approved, in advance, by the Division.
- c. **Customer Service and Employee Performance:** The Vendor shall be the primary point of contact for the Premises and fee-based area. The Vendor shall provide equivalent quality of service and

demonstrate comparable courtesy to its customers as that of other operated State Park facilities. The Vendor shall provide its employees with sufficient education and training to enable them to answer public inquiries about operations within the Premises and to provide general information about State Parks and the other access areas at Chimney Rock State Park. When answering questions regarding the Park, staff shall provide the customer contact information for Park office. The Vendor shall require its employees to project a hospitable, friendly, helpful, positive attitude to the public. Employees of the Vendor who are flagrantly disrespectful of Division regulations may be restricted from entering the Park. Vendor shall establish a customer complaint/dispute resolution system in coordination with the Park Superintendent. This system shall include a posted phone number at the Premises where visitors can contact the Vendor and/or DPR if they are dissatisfied with the service they receive. The resolution system shall also include a process for responding to complaints and taking corrective actions satisfactory to DPR. The number of complaints and the response to said complaints will be considered by DPR during annual reviews.

- d. **Employee Appearance:** The Vendor shall require its employees who come in direct contact with the public, so far as practical, to wear a standard uniform, nameplate or other identifier (i.e., t-shirt or golf shirt) that has been approved by the Park Superintendent. These uniforms or other approved items must clearly identify the wearer as an employee of the Vendor. Vendor uniforms shall not so closely resemble DPR's uniform or parts thereof that it would be difficult for the public to distinguish between the Vendor's employees and the Division's employees. The Vendor shall require its employees to present a neat, clean and otherwise professional personal appearance. Excessive or inappropriate jewelry should be avoided. The Vendor's employees shall not be permitted to wear offensive, inappropriate clothing while working within the Premises. The Vendor shall require its employees to exercise courtesy and consideration in their relations with the public and present a neat, clean, attractive personal appearance, with shirts tucked in, and uniforms showing no sign of wear.
- e. **Staffing:** The Vendor shall maintain staffing levels sufficient to provide the services required by this contract and to prevent unreasonable delays in the provision of such services. In determining what constitutes an unreasonable delay in the provision of services, consideration shall be given to the type of service being rendered and to conditions that are beyond the control of the Vendor, such as unanticipated influxes of visitors, unforeseen facility or equipment malfunction or sudden weather changes. A schedule for Human Resources shall be submitted with the AOP and should cover the expected staffing to meet the needs of the contract. The Vendor shall provide a monthly employee schedule for the Park Superintendent. Any background checks performed on employees will be the responsibility of the Vendor.
- f. **Safety, Security, & Emergencies:** The documented safety program shall at a minimum contain the following items from the Division guidelines: the program shall be adequate to meet the safety and health needs of the park. The Vendor shall assign the responsibility for safety activities to one responsible individual. A safety committee comprised of Vendor's employees and State Park staff shall oversee the safety program. Standard forms, like the Division's Details of Incident Form, Emergency Incident Report, Facility Safety Audit and Security Checklist, Worksite/Jobsite Audit, Monthly Safety Meeting Report, and Maintenance Request, will be used to ensure safety standards.
 - i. **Emergencies:** The Park's Emergency Response Plan will be implemented and reviewed annually and should be followed by all parties. An "Emergency Operations Plan" shall be developed by Vendor and implemented in the event of emergencies, so that Vendor staff will know how to coordinate with Park staff and local responders. A documented "Fire/Prevention/Protection Plan", including a written procedure of appropriate actions and responsibilities, in case of a building fire will also be implemented. All applicable operations within the Premises must comply with state fire and safety standards.
 - ii. **Training:** All staff should be trained in customer service, First Aid, Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED), and the Park's Emergency Response Plan within four (4) months of hire.

- iii. **Trail walkers/guides:** The Vendor shall provide staff to serve the role of a trail walker/guide (as a form of a lifeguard), for the purpose of constant management and customer service along park trails and at main features. Trail walkers/guides will be available during all hours of operation and will have additional training in Environmental Education. Trail walkers/guides will patrol park trails, provide immediate public information, educate the public on the Park's natural resources, monitor hikers for emergency situations, carry basic emergency equipment, provide emergency services based on their training, notify Park Rangers and other emergency personnel, and provide assistance for all emergency situations until higher qualified emergency personnel arrives on the scene. Trails should be clear and clean by trail walkers in the morning by 8:00 a.m. and checked five times a day: 8:00 a.m., 11:00 a.m., 1:00 p.m., 4:00 p.m., and 6:00 p.m. or as needed until closing time. During times of excessive visitor traffic, trail walkers may be stationed in areas of the park where there may be an opportunity for emergency situations. These areas include Hickory Nut Falls, Exclamation Point, the Outcroppings, and the Chimney. At any time during the term of this Agreement, the State may assume responsibility for this operational component.
- iv. **Workplace safety:** At a minimum the Vendor shall comply with applicable local, state and federal workplace safety statutes, rules, regulations, policy and guidelines, such as those defined by the State, North Carolina Department of Natural and Cultural Resources (NCDNCR), US Department of Labor, North Carolina Industrial Commission, Occupational Safety and Health Administration (OSHA), National Safety Council, and North Carolina Department of Labor.
- v. **Building and facility safety:** The Vendor shall be in compliance with all applicable provisions of federal, state and local safety, health, sanitation, and fire statutes, codes and standards.
 - (1) The Vendor shall provide periodic hazard detection inspections of buildings, facilities and jobsites, and shall correct any deficiencies found as soon as possible.
 - (2) The Vendor shall provide applicable training for all employees (permanent, temporary and seasonal) in safety standards and job skills.
 - (3) The Vendor shall provide all required personal protective clothing and equipment for its employees.
- vi. **Reporting:** Hazards will be reported to DPR immediately and require immediate attention by the appropriate parties. Vendor shall provide immediate, prompt and efficient first aid and medical care of injured employees/visitors and incidents. The Vendor shall promptly investigate and report all personal injury and/or property damage accidents and record such incidents on State approved forms. The State and the Vendor will provide accident analysis and the implementation of appropriate preventive measures.
- vii. **Security:** The Vendor is responsible for making sure that all facilities are locked or secured when not in use by employees or in service to the public. The Vendor, at its sole cost and expense, shall be responsible for the security and fire alarm systems and other measures necessary to secure the Premises and any improvements or personal property located thereon. No one is allowed to stay overnight without written consent from the Park Superintendent.
- g. **Sub-Contractors and other Contracts:** DPR and the Park Superintendent shall review and approve Sub-Contractors and contracts for service, in accordance with the North Carolina General Terms and Conditions. Unauthorized services will not be allowed. Sub-Contractors and Vendors are responsible to adhere to all applicable federal, state and local statutes and rules, DPR rules and regulations and industry standards, including applicable licensing and permit requirements. Sub-Contractors must be bonded and insured and provide proof of such. Sub-Contractors and contractors shall not hold the State of North Carolina responsible – see indemnification clause. Sub-Contractor's and contractor's employees shall not possess weapons on the premises unless authorized and permitted by law. Sub-Contractors and Vendors shall be held to the same dress code as Vendor unless exception must be made due to the nature of the service provided.

- h. Hours of Operation:** Premises hours should be consistent with 15A NCAC 12B.1201 Closing and Opening Hours and shown below.

Nov., Dec., Jan., & Feb.	8am to 6pm
March, April, Sept., & Oct.	8am to 8pm
May, June, July & August	8am to 9pm

Hours of operation are to be posted at the entrance to the park. Required hours of operation may be changed by the Division. Vendor staff is responsible for opening and closing the entrance gate, buildings, and any other facility attached with this Agreement.

The Vendor may change the hours that buildings open or close, but restrooms and the rest of the park will remain open as detailed above. Any proposed changes in hours of operation and all opening and closing procedures shall be submitted in writing with justification to be reviewed and approved by the Park Superintendent through the AOP.

- i. Park Closures:** 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 any act of war, hostile foreign action, flooding, landslides, wind, Economic Force Majeure, terrorism, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Both parties have the authority to close down the Premises or facilities therein for concerns of public safety. The public will be advised of the closure through the Vendor's and the Park's website. Both parties will work together in efforts to reopen the Premises or facility as soon as the public safety issue is resolved. Any immediate park closure other than standard operating hours must immediately be reported to the Park Superintendent. The Vendor must report any anticipated or known closure to the Park Superintendent within 24 hours prior to the closure.
- 2. Fee Collection:** All financial considerations should be listed and may be addressed in this section with regard to pricing and percentage fees paid to the Department. The Vendor shall collect entrance fees to the Premises through employees at the Ticket Plaza. The Vendor may also collect fees for event services, education, group sales, food/beverage, and retail.
- a. Rates:** The rates, fees, prices, and discounts charged by Vendor or its Sub-Contractors for all services furnished or sold to the public within the Premises, shall be subject to the prior written approval of the Park Superintendent. Fee structure must be approved through the AOP. In no event shall the rates, fees and prices charged by the Vendor exceed those approved by the Park Superintendent. Rates, fees, and prices charged by the Vendor shall be comparable to the rates, fees and prices charged in the community or by similar commercial Premises in North Carolina.
 - b. Authorized Rate Increases:** Any request to increase the Premises' entry fees shall be submitted in writing to the Park Superintendent no less than 30 days prior to the rate taking effect. In addition to the General Operational Standard, the following shall apply. After a proposed rate increase has been approved by the Park Superintendent as provided herein, the new rates must be prominently posted in sales areas within a minimum of thirty (30) days prior to effective date.
 - c. Posting of Rates:** Rates shall be prominently posted in sales areas (point of purchase) as necessary and in other appropriate places as designated by the Park Superintendent.
 - d. Refund Policy:** Refund policies shall be reasonable, not overly restrictive, and administered in an efficient, professional manner.
 - e. Sales Verification:** All sales must be accurately and legibly recorded through a Point-of-Sale system. Receipts shall be given for purchases when requested by patrons, and receipts shall always be provided for Premises admission.
 - f. PCI Compliance:**
Maintain Payment Card Industry (PCI) compliant status. Use the services of an Authorized Scanning Vendor (as designated by the PCI Standards Council) and employ other required best practices to maintain ongoing Payment Card Industry Data Security Standard (PCI DSS) compliance of its payment

card processing environment. This includes ensuring that network scans are completed within a minimum periodic timeframe and employing the services of a Quality Security Assessor as prescribed by PCI DSS to review the scans and provide assistance and/or advice for maintaining vendor's on-going PCI complaint status. Refer to <https://www.pcisecuritystandards.org/> for information on PCI compliance standards.

3. **Food/Beverage**: The Vendor will be allowed to provide and charge a fee for food and beverage services at the Old Rock Café, the Sky Lounge Deli, in selected vending locations, and for special activities.
 - a. **Food/Beverage Standards**: The Vendor shall follow all local/state health department rules, guidelines, standards and laws regarding food services as well as the Food and Drug Administration (FDA) Food Code: Guidelines of the United States Public Health Service Food and Drug Administration regarding the most current guidance and strategies for safeguarding public health. Food services should maintain grade "A" standards. Employees should be trained in ServSafe practices. Any Sub-Contractors should be listed and submitted for approval by the Park Superintendent and paid by the Vendor and must adhere to the same standards regarding food services as the Vendor.
 - b. **Grease Traps**: Grease traps should be cleaned periodically and shall only be placed in heavy containers to be removed by an outside vendor. Vendor is responsible for removal of the grease from the site within five business days after notification by Contract Manager. Careful attention must be paid to ensure that all grease is stored in animal-proof containers.
 - c. **Menus**: Menus must be reviewed and approved by the Park Superintendent in the AOP.
 - i. The Old Rock Café may have a full menu to include alcohol sales. A Special Activity Permit must be obtained for the sale of alcohol.
 - ii. The Sky Lounge will provide a limited menu based on the ability of the kitchen appliances and electrical limitations. No alcohol sales are permitted at this location. The Sky Lounge will be closed if the general public does not have access to the two egresses: the elevator and the Outcroppings Trail.
 - d. **Vending**: Vending machines may be placed at convenient locations within the Premises with adequate identification signage. The location of said vending machines and machines shall be subject to approval by the Park Superintendent. Vending machines shall be kept clean, well- stocked, in good repair and proper operating condition.
4. **Retail**: The Vendor may sell retail items at the Old Rock Café, Cliff Dwellers, Sky Lounge, on-line, and at other locations as approved by the Superintendent. Any Sub-contractors should be listed and submitted for approval by the Park Superintendent and paid by the Vendor. All items must be submitted with the AOP or as proposed by the Vendor.
 - a. **Merchandise**: Branding and imagery should positively reflect Chimney Rock State Park. The AOP should include categories of merchandise and custom designs and artwork. Merchandise shall reflect a natural environment, be of high quality, and present a family focused theme where applicable on the items. Merchandise manufactured for the purpose of supporting alcohol or tobacco use will not be permitted for sale. Inflammatory, perverse and profane language will not be permitted on merchandise. Character depictions shall not be profane, risqué or otherwise unsuitable for a family environment. Locally made products are encouraged. No form of weapon shall be sold to include pocketknives, and no form of reproduction-based weapon shall be sold regardless of material. Merchandise shall promote the Park by the name Chimney Rock State Park.
5. **Event Services**: The Vendor may provide event services so long as they are consistent with historic services and the Park's interpretive themes. The Vendor may charge extra fees for events that they provide, subject to section 2 of Exhibit B. Event services will be approved by the Superintendent through the Annual Interpretive Plan (AIP), which will be submitted as an attachment of the Annual Operations Plan. The AIP addresses all forms of events and some Sub-Contractors. Periodic event meetings may be held between the Vendor and DPR addressing event services, special Sub-Contractors, and Special Activity Permits.

- a. **Special Activity Permits (SAP):** Conducting commercial business/activity in any park is prohibited except during special events governed by a Special Activity Permit (SAP) or as approved in this contract. The Vendor may conduct commercial business/activities within the Premises as per terms of this contract. DPR allows for many special recreational activities, such as bicycling events, marathons, photo tours, kite-flying contests, club meetings, etc. However, all such events must be held under an SAP. An SAP with attached applicable documents provided by the Vendor detailing the event will be reviewed for approval by the Park Superintendent for all events, and, when necessary, for special Sub-Contractors. Any Sub-Contractors should be listed and submitted for approval by the Park Superintendent and paid by the Vendor. DPR fees may be associated with Special Activity Permits. Check with the Park Superintendent for needs of an SAP. Information on SAP's can be found online on the DPR's website.
 - b. **Film Permits:** Photography or video production must comply with State filming guidelines and be approved by the Park Superintendent. Photography or video production for commercial purposes is prohibited except under a Film Permit. The Vendor may take photographs and make video productions as part of marketing and promoting the Premises or the Division. All marketing and promotions should be presented to the Park Superintendent before publishing for approval. The use of drones is generally prohibited unless permitted under an SAP. Any outside vendor or company seeking to use photography or video for their own promotional use is subject to DPR guidelines and may be required to obtain a permit or submit other required documentation prior to filming or taking photography within state parks. Permits and other documentation may include, but not be limited to, a Request to Scout form, On-site Interview/Walk-Through form, and Special Activity Permits. Park fees may be associated with Special Activity Permits. Check with the Park Superintendent for needs of Filming Permits. Information about Filming Permits can be found online on DPR's website.
 - c. **Research Activity Permits (RAP):** A permit is required for any project involving the collection, removal or disturbance of any natural or cultural resource of any State Park unit and for projects that require placing monitoring equipment in any State Park unit. Check with the Park Superintendent for needs of a RAP. Information about RAP's can be found online on the Division's website.
 - d. **Rock Climbing:** All rock climbing is to follow DPR guidelines and the Park's climbing management plan. DPR cannot guarantee the safety of climbers or other park visitors and will not provide supervision or instruction to climbers. As such, all visitors climb at their own risk. DPR is not responsible for maintaining the condition of climbing terrain, climbing routes, or climbing anchors. Further, DPR is not liable for the acts or omissions of others, including, but not limited to the provision of climbing information in guidebooks or Internet websites. Rock climbing is allowed in designated areas only and with the proper equipment and training. All climbers must fill out a permit and register before beginning a climb. Rock climbing may be permitted on the Premises with or without a licensed guide, which may be contracted out by the Vendor as a special Sub-Contractor thus requiring a Special Activity Permit. All climbers are required to pay the same entrance fee as all other park visitors.
6. **Interpretation and Education (I&E):** The Vendor shall provide interpretation and education services consistent with historic services and the park's interpretive themes. This will include programming to serve on-site, and outreach needs of the communities. The Vendor shall adhere to all applicable parts of the Division's I&E Program Guidelines as defined by the Park Superintendent. Guidelines will be provided. Any Naturalists, seasonal staff, educators, or Sub-Contractors that provide educational materials or programs for the park must be qualified in their field and under the supervision of the Vendor's permanent educational staff. At any time during the term of this agreement, DPR may assume responsibility for this.
 - a. **Annual Interpretive Plan (AIP):** The Vendor shall provide Environmental Educators who will perform I&E services that will be approved through the Annual Interpretive Plan, which will be submitted as an attachment of the Annual Operations Plan. The AIP addresses all forms of interpretation, education, educational events, and some special Sub-Contractors (rock climbing or other interpreters). Traditional and popular events and services offered by the park should be considered for continual activity and included and approved in the AIP. The Vendor is expected to provide at least five hundred (500) I&E events per year. Special Activity Permits will need to be reviewed for approval by the Park

Superintendent for some events, and, when necessary, for special Sub-Contractors. State Park fees may be associated with Special Activity Permits. Environmental Educators shall submit weekly program presentations and special event attendance reports to the Lead I&E Park Ranger. Monthly or weekly I&E meetings will be held with the Vendor's education team and the Park's Lead I&E Ranger, addressing interpretation, education, events, special Sub-Contractors, and Special Activity Permits.

- b. **Evaluations:** Environmental Educators will be evaluated at least two times each calendar year by their audience (use of Division form IE-5A), at least twice each calendar year by the Parks Lead I&E Park Ranger (use of Division form IE-6).

7. **Parking & Shuttle Service:**

- a. **Parking:** The Vendor shall provide parking services to control the flow of traffic through the Premises and the proper parking of vehicles in designated parking areas. Each building has a designated parking area delineated by gravel or marked pavement. Vehicles should be parked to best utilize each parking area and to prevent accidents and damage to property. Parking attendants must be available to direct traffic and parking patterns throughout the park. Any Sub-Contractors should be listed and submitted for approval by the Park Superintendent and paid by the Vendor.
- b. **Shuttle Service:** In the event that all designated parking areas become full, the Meadows may be used as overflow parking where vehicles will be allowed to park on the grass. If vehicles are parking in the Meadows, then the Vendor shall provide a shuttle service with their own buses/vans and licensed insured CDL drivers/staff that will transport visitors back and forth from the Meadows to Cliff Dwellers parking area. Buses should run enough to ensure that park visitors are not waiting an unreasonable amount of time for transportation. A transportation plan should be submitted for approval in the AOP. Based on the Park's master plan and visitor needs, new bus stops and routes may be approved by the Park Superintendent through the AOP. The Vendor shall provide its own transportation for its employees. The Vendor shall provide the State proof of eligibility of employees to operate transit vehicles. Vehicles shall be in good working order, licensed, insured, meet industry safety standards, and be clean in appearance. Vendor is encouraged to use flex-fuel or alternative fuel transit vehicles. Future terminal stops can be determined with Superintendent approval. Any Sub-Contractors are held to these same standards and should be listed and submitted for approval by the Park Superintendent and paid by the Vendor.

- 8. **Custodial** –The Vendor shall perform all custodial duties, including but not limited to stocking, cleaning and upkeep of buildings, rooms, grounds, facilities, restrooms, parking areas, roads, trails, bridges, boardwalks, stairs, structures, equipment, trash, grills, and recycling receptacles. All should be kept in good order and in a clean, sanitary, safe condition, in good repair, and in a condition satisfactory to the State. Custodial duties will be performed multiple times during operating hours. The Vendor is responsible for all cleaning, restroom, equipment, and trash supplies. To the extent practical, Vendor shall incorporate “green practices” into the design and operation of all operated facilities. The Vendor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances in the collections and disposal of trash and recyclables. A schedule of custodial services shall be submitted as part of the Annual Operation Plan and should outline, at a minimum, the daily inspection and cleaning schedule.

- i. **Public and Other Areas:** Buildings, offices, storerooms, workrooms, ticket booths, kitchens, retail spaces, maintenance areas, and other space shall be accessible, clean, properly illuminated and well maintained by the Vendor. Light bulbs should be replaced as needed. Furnishings shall be appropriate and adequate for the visitors' comfort. Floors must be clean, free of litter and stains. Vinyl floor coverings must be clean, free of cracks, chips and worn plates. Masonry tile or flagstone grouting must be in good repair and clean. Wood floors are to be clean and waxed or otherwise sealed. Carpeting must be clean, reasonably free of stains and be in good repair. Walls and ceilings are to be free of cobwebs, breaks, stains and have a fresh appearance. Windows must be clean and free of breaks. Restrooms, garbage and trash will be held to the standards listed in this Exhibit. The Vendor shall be responsible for a monthly walk-through to identify/monitor any issues. The Vendor shall perform repairs

and improvements on such as needed. The Vendor must provide for the proper storage of cleaners and chemicals and provide an accessible copy of the MSDS for all chemicals used throughout the park.

- ii. **Interior & Exterior:** The interior and exterior of any buildings and other outdoor appurtenances must be well maintained and kept clean and neat in appearance and includes but is not limited to: minor preventative maintenance of plumbing, electrical and other utility services, equipment and fixtures attached to buildings (HVAC, appliances, lights, toilets, etc.). The Vendor shall be responsible for a monthly walk-through to identify/monitor any issues. The Vendor shall perform repairs and improvements on such structures as needed.
- iii. **Restrooms:** Accessible public restrooms are required. Public toilet areas shall be clean, odorless, and free of litter, well illuminated, ventilated, and maintained. Restrooms must be continuously serviced by Vendor staff. Restrooms should be cleaned by the Vendor in the morning by 8 a.m. and checked five times a day: 8 a.m., 11 a.m., 1 p.m., 4 p.m., and 6 p.m. or as needed until closing time.
 - 1. Toilet bowls, urinals, & sinks shall be clean, reasonably free of stains and maintained in proper operating condition by the Vendor. Toilets, urinals, and sinks shall be cleaned/scrubbed daily and as attention is needed by the Vendor. Urinals and all other fixtures shall be treated based on manufacturer specs. Clogged toilets should be unclogged.
 - 2. The Vendor shall supply and ensure the availability of toilet paper, hand towels, and soap for park visitor use.
 - 3. Walls, floors, ceilings, mirrors, waste receptacles, chairs, air drying devices, fans, and other furnishings shall be clean and well maintained by the Vendor. Floors shall be free of trash, swept and mopped daily and as attention is needed. Waste receptacles should be emptied daily and as attention is needed. Cobwebs shall be removed from the walls, fans, and ceilings. Partitions should close and lock with ease. Partitions, walls and fixtures shall be free of graffiti.
 - 4. The Vendor shall be responsible for a monthly walk-through to identify/monitor any issues. Any infrastructure or fixture failure will be reported to the State immediately and repaired by the Vendor within a reasonable amount of time.
 - 5. The Chimney Rock Village Restrooms are included in this cleaning contract.
- iv. **Garbage, Trash & Grills:** The Vendor shall provide an effective system for the collection and disposal of garbage and recyclables within the Premises. Vendor shall recycle all available products that local waste management company will accept. Waste should not accumulate in trash containers to the point of overflowing. All trash cans and grills will be cleaned and emptied each day, or more often as needed. Trash containers shall be conveniently located and in sufficient quantity to handle the needs of the Premises. Refuse shall be stored in receptacles that are covered, waterproof and that comply with all relevant construction standards (such as vermin/bear proof) as specified by the Park Superintendent. Trash shall not be stored where it could be accessible to any wildlife. State and/or county statutes and/or regulations shall also be followed where applicable. The Vendor shall provide and pay for all trash and recycling services, including dumpsters, and service shall come often enough to prevent an overflow of the dumpsters. Recycling is encouraged on the premises. The State may use Vendor provided dumpsters to dispose of refuse from the other Accessed facilities within Chimney Rock State Park.
- 9. **Operational/General Maintenance** – The Vendor shall be responsible for the day-to-day operational/general maintenance to keep the facilities, buildings, parking areas, roads, trails, and other grounds running in a clean, sanitary, safe, and acceptable condition for general public use and to the satisfaction of the State guidelines. An Annual Maintenance Plan will be created by the Park Superintendent and attached to the AOP that will assist in prioritizing and detailing the responsibilities of both parties. The Department will be responsible for Major Material Alterations, Major Maintenance, Major Emergency Repairs, and Capital Improvements as defined below. The Vendor may opt to finance any State project with the understanding that such improvements or repairs become the property of the State at the completion of the project.

- a. **Annual Maintenance Plan (AMP):** The Vendor shall provide maintenance personnel who will perform operational maintenance services that will be approved through the AMP, which will be submitted as an attachment of the AOP. The AMP will clarify and address specific maintenance issues and information regarding responsibilities, meetings, inspections, grounds landscaping, trails, facilities, structures, equipment, and utilities.
- b. **Monthly Inspection:** The Vendor must adhere to all local, state and federal statutes, rules and regulations regarding maintenance and safety standards. The Vendor shall inspect all facilities, buildings, structures, trails, and equipment and report any dangerous conditions, damage, or deficiencies as they are found. Reports are to be made using State provided forms. Reports should be submitted to the Park Superintendent. Monthly maintenance meetings and requests may be needed to address these issues. The Vendor is responsible for all operational and routine maintenance. The Department is responsible for all major maintenance of facilities.
- c. **Grounds:** Vendor shall keep the Premises grounds, including the entrance to the Premises, stairways, parking areas, trails, driveways, roads, and walkways, well-maintained, properly illuminated, uncluttered, free of litter and debris, and clear for visitor use. Roadside and parking lot vegetation will be maintained at a height no greater than 6 inches tall and no less than 2 feet from the edge of the road. All roadsides and parking areas within the Premises will be maintained to reduce visual obstructions created by vegetation growing alongside the road and prevent any vegetation from encroaching upon the roadway and parking area. Overhanging limbs that encroach upon the road/parking area from the shoulder or directly above the road surface from overhead trees shall be cleared no less than 13 feet high – average maximum height for average passenger vehicles, such as RV's, school buses and tour buses. The Vendor shall assist with removal of hazard trees as per Staff Directive 04-8: Hazard Tree Management Guideline. The Vendor shall be responsible for up to \$10,000 annually for removal of hazardous trees that are above and beyond their abilities.
 - 1. **Landscaping:** The Vendor shall plant, mulch, weed-eat, mow, and provide other landscaping services as per state guidelines. The Vendor may opt to finance or improve on any landscaping with the understanding that such improvements must be first approved and coordinated through the Park Superintendent. The Vendor shall be responsible for landscaping around buildings, parking areas, and the park entrance. The Vendor shall follow the DPR Planting Guidelines and DPR's Exotic Plant Guidelines where applicable and as approved by the Park Superintendent. Any deviation considered must be approved by the Park Superintendent prior to implementation. Landscaping shall not detract from the natural appearance of the park as a whole or at an individual site. Landscaping around the front entrance sign shall not exceed 18" in height nor obstruct motorists' views of the entrance road and Main Street of Chimney Rock Village. Pesticide certifications must be maintained by at least one member of the grounds keeping staff at all times. Management of any other natural resource would fall under the direction of the park's Annual Natural Resource Plan. The Vendor will be responsible for up to \$10,000 annually for removal of exotic invasive plant species. The Vendor must provide for the proper storage of gasoline, pesticides and chemicals and provide an accessible copy of the MSDS for all chemicals used throughout the park.
- d. **Trails:** The Vendor shall maintain the park trails according to Staff Directive 95-01: Trail Guideline for State Parks and Recreation Areas and assist with the implementation of the annual trail inspection. The DPR Guidelines shall also serve as minimum performance standards. The Vendor shall be responsible for a monthly walk-through to identify/monitor any issues. The Vendor shall provide staff to maintain cleanliness and current conditions of trails. As trail improvements are made, the Vendor shall continue to maintain the conditions of those trails. Trail maintenance includes but is not limited to safety improvements, litter pickup, clearing corridor, replacing trail blazes, repairing eroded areas, addressing drainage issues, repairs of bridges, boardwalks, stairs, handrails, eliminating unapproved trails, and removing trees and limbs that have fallen on the trail. The Vendor shall assist with removal of hazard

trees as per Staff Directive 04-8: Hazard Tree Management Guideline. The Vendor shall be responsible for up to \$10,000.00 annually for the removal of hazardous trees.

- e. **Facilities:** Vendor shall keep and maintain the Premises and its buildings, rooms, grounds, facilities, trails, bridges, boardwalks, stairs, guardrails, structures, and equipment in good order and in a clean, sanitary, safe condition, in good repair, and in a condition satisfactory to the State. Any material alteration under \$5,000 is the responsibility of the Vendor and may need approval through submittal of a Project Review and Approval Form (PRAF).
 - i. **Interior & Exterior** - The interior and exterior of any buildings and other outdoor appurtenances must be well-maintained, painted or otherwise treated to protect against deterioration and kept clean and neat in appearance. To include but not limited to painting, staining, repairs or other surface and façade treatments, preventative maintenance of plumbing, electrical and other utility services, equipment and fixtures attached to buildings (HVAC, appliances, lights, toilets and etc.). The Vendor shall be responsible for a monthly walk-through to identify/monitor any issues.
- f. **Structures:** Structures, such as climbing walls, bridges, boardwalks, stairs, and guardrails at the Premises shall be kept and maintained in good repair (free of large cracks, uneven or broken planks), and shall be properly positioned and adequately secured. All railings shall be kept and maintained in good repair. Railings shall be installed at dangerous or highly traveled locations throughout the park as per park guidelines and safety committee requests. Any missing, loose, or damaged boards or rails shall be promptly repaired or replaced. Only such materials and designs approved by the State may be used for repairs.
- g. **Utility/Infrastructure:**
 - i. **Electrical** – The Vendor is responsible for paying and maintaining records of all electrical bills on buildings that it operates. All electric utility lines and connections shall be kept and maintained in good repair and operable condition in conformity with applicable federal, state and county regulations, and with all other applicable provisions by the Vendor.
 - ii. **Water/Wells** – All water utility lines and connections shall be kept and maintained in good repair and operable condition in conformity with all applicable federal, state and county regulations, and all other applicable provisions by the Vendor. Water testing shall be contracted out and paid for by the Vendor.
 - iii. **Human Waste Management/Septic System** – All human waste/septic systems and connections shall be kept and maintained in good repair and operable condition in conformity with all applicable federal, state and county regulations, and all other applicable provisions by the Vendor. Pumping of septic tanks shall be contracted out and paid for by the Vendor.
 - iv. **Communications**– All communication equipment for phones, internet, radios, third party communication towers and their connections shall be kept and maintained in good repair and operable condition in conformity with all applicable federal, state and county regulations, and with all other applicable provisions by the Vendor.
 - v. **Wi-Fi**- The Vendor would need to maintain its own internet service. This typically includes Wi-Fi services that the Vendor and the public use. It is the Vendor's responsibility to provide adequate software protection for personal information acquired through the nature of carrying out operations as detailed in this contract. The Vendor may not resale personal data acquired through the nature of executing this contract. Visitors to the park must accept the Vendor's clickwrap agreement to utilize the Wi-Fi. Verbiage to this clickwrap agreement must be approved through State DIT and/or State legal counsel. This can be updated and communicated through the Annual Operations Plan and the Annual Maintenance Plan submitted to the Park Superintendent.

vi. **Equipment**

1. **Furnished Equipment** - Some buildings, like the restaurant, are furnished with equipment that the Vendor may make use of in their operation of the Premises. The Department will provide a list of equipment and guidelines pertaining to their use. The Vendor is responsible for inspections and all services needed to maintain said equipment.
2. **Elevator** - The Premises contains an elevator and emergency generator needed for the operations of the Sky Lounge. The Sky Lounge will be closed if the general public does not have access to the two egresses: the elevator and the Outcroppings Trail. All such equipment shall be maintained in good operating and clean condition. All equipment shall be inspected monthly, cleaned and serviced as necessary. The Vendor shall provide an elevator operator for information and public safety. An elevator service agreement and routine maintenance will be contracted out and paid for by the Vendor. The Vendor shall be responsible for up to \$100,000 of elevator and generator maintenance, parts, and repair per year.
3. **Generator** - Gas for the generator will be the responsibility of the Vendor. A generator service agreement and routine maintenance will be contracted out and paid for by the Vendor.

h. Major Maintenance and Improvements:

- i. **Major Material Alterations:** The State will be responsible for major material alterations related to alterations, improvements or disposal of property, buildings, equipment, or fixtures. For purpose of this contract, "Major Material Alterations" are defined as any unplanned but necessary capital improvements or repairs to the park which either (i) costs \$5,000 or more in the aggregate or (ii) have a useful life in the excess of five (5) years. The Vendor may opt to finance any major material alterations with the understanding that such improvements must be first approved through a Project Review and Approval Form and coordinated through the Superintendent and, if necessary, the State Construction Office. All improvements will become the property of the State at the completion of the project, expiration of the term of the Agreement, or termination of the Agreement by the Parties. The State has final approval authority over all projects.
- ii. **Major Maintenance:** The Department will be responsible for major maintenance per DPR standards to include major building repairs, painting, carpentry, roofing, plumbing, septic, water treatment, electrical, parking areas, and trails. Typical major maintenance projects range between the prices of \$5,000 to 30,000. All repairs or improvements are dependent on funding and must be approved through a Construction, Renovation, Demolition form or other State form, and coordinated through the Park Superintendent. The Vendor and Superintendent may communicate maintenance needs throughout the year through monthly maintenance meetings and the AMP. The Vendor may opt to finance major maintenance project with the understanding that such improvements must be first approved through a Project Review and Approval Form and coordinated through the Superintendent and, if necessary, the State Construction Office. All improvements will become the property of the State at the completion of the project, expiration of the term of the Agreement or termination of the Agreement by the Parties. The State has final approval authority over all projects.
- iii. **Major Repairs:** The Department will be responsible for major repairs. Some emergency maintenance situations may need to be handled quicker than the Department can acquire approval or funding. Such cases involve facility closures that would cause a hardship to the Vendor's ability to create revenue.

In such cases, the Vendor may opt to pay for any emergency repair project as long as the Park Superintendent and State Construction Office review and approve all plans prior to beginning work on the project and State Construction Office inspects and approves the work after completion. The Vendor would also submit to Park Superintendent the scope of work for the

emergency repair, detailed design specs, and estimate of time and cost for work to be completed.

All improvements will become the property of the State at the completion of the project, expiration of the term of the Agreement or termination of the Agreement by the Parties. The Department has final approval authority over all projects. The Department may opt to reimburse the Vendor for Emergency Alterations, but prior approval of such alteration must be attained.

i. Capital Improvements: The Department will be responsible for capital improvements to the Premises. All capital improvements are dependent on funding and are approved through DPR Guidelines and Policies as well as the State Construction Office. The Vendor may opt to finance any capital improvement with the understanding that such improvements must be first approved through a Construction, Renovation, and Demolition form and coordinated through the Superintendent and, if necessary, the State Construction Office. All improvements will become the property of the State at the completion of the project, expiration of the term of the Agreement, or termination of the Agreement by the Parties. The State has final approval authority over all projects. Capital Improvements will utilize documents, such as the Park Master Plan, the DPR Project Priority List, the Facility Condition Assessment Program (FCAP) report, the Annual Trail Inspections, the Annual/Monthly Building Inspections, and the Annual Maintenance Plan to prioritize the maintenance needs of the park.

5.6 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

- Identify the responsibilities to be assigned to each person.
- Describe how Vendor plans on staffing and provide the diverse services offered in this contract.

5.7 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP, 5.5.1 FACILITIES & SERVICES. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Scope of Work Understanding, Approach and Schedule – This section shall include, in narrative, outline, and/or graph from the Vendor's approach to accomplishing the operations outlined in the Scope of Work section of this RFP, 5.5.1 FACILITIES & SERVICES. A description of each operation (including employee management and supervision, cleaning and maintenance, public services, ticketing and retail, security, record keeping and reporting, marketing and communications, technology and software systems, education programming, food and beverage, parking and shuttle, and event services) shall be included. Include a summary overview of management practices and implementation methodology.

AOP shall be submitted with the Vendors' response as part of the RFP. After the contract is awarded, it should be submitted on a yearly basis (Nov-Dec) for review and approval before the start of the new year (January).

5.8 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization acceptable to govern inspection where the item is to be located, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

State's Contract Manager	Contract Lead
For All Day-To-Day Activities Described in Section 5 Scope of Work	For All Other Contract Issues
James Ledgerwood Park Superintendent Chimney Rock State Park 743 Chimney Rock Park Road Chimney Rock, NC 28720 Phone: (828) 625-1823 Email: james.ledgerwook@ncparks.gov	Cynthia Armes Director of Procurement NC DNCR, Purchasing Office 109 E. Jones Street Raleigh, NC 27601 Phone: (919) 814-6728 E-mail: Cynthia.ames@dn-cr.nc.gov

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet monthly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC MONTHLY STATUS REPORTS

The Vendor shall be required to provide monthly status and financial reports to the Park Superintendent, Contract Manager. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval no later than December 1, 2023.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Manager.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

The Vendor shall, within 30 calendar days of contract award, provide a performance bond in the amount of \$750,000. Such bond shall remain in effect for the term of the contract, guaranteeing faithful performance of all conditions contained in the Concession and CRSPA Agreement. The form and content of the bond, as well as the identity of the surety, are subject to the approval of the State.

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the Contract Lead.

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7.0 SUPPLEMENTAL TERMS AND CONDITIONS

7.1 CONTRACT CHANGES

Activities by the Vendor in Chimney Rock State Park which are outside the specifications described in this RFP shall be in violation of this RFP unless permission has been granted in writing by the Park Superintendent. All activities must be within the normal park rules and regulations for operation.

7.2 WARRANTY

The property described herein will be licensed for concession purposes subject to the provisions and conditions of this RFP, therefore, Vendors are expected to examine the property and to form their own conclusions as to its suitability for concession purposes. The Department makes no guarantee or warranty, either expressed or implied, with respect to the property.

7.3 TITLE TO PARK LANDS AND FACILITIES

This RFP does not vest to the Vendor any title, estate, or property right in any part or parcel of the Chimney Rock State Park and the Department does not by this instrument relinquish, convey, or qualify in any degree its possession, title, control, and management of any part of said Park for the use of the public or to make rules and regulations, therefore.

7.4 REQUIREMENTS OF LAW

The Vendor shall comply with all Federal laws and regulations and with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the Premises are located and existing and as promulgated throughout the term of the Contract with regard to construction, operations, sanitation, licenses or permits to do business and all other matters. Vendor shall obtain at its own expense all licenses, permits, and, if applicable, union and trade organization clearances, required by any entity for use by Vendor of the Premises. Vendor shall be responsible for minor repairs, any alterations or improvements to the building structures, electrical and water systems furnished by Vendor unless this requirement is waived by the Vendor.

7.5 PARK RULES

Certain laws were established within the Department to assist in the management and protection of park facilities and resources. North Carolina State Park Rangers are commissioned law enforcement officers with the duty to enforce these laws. These laws are outlined in G.S. 15A NCAC 12 B and can be found online on DPR's website. Some of these laws may prohibit specific uses of park areas. This Contract, Special Activity Permits, or other state documents may be obtained through the Contract Manager to permit some of these uses.

Alcoholic Beverages: The Vendor shall not sell nor permit to be sold on the Premises beer, wine or other intoxicating liquors or use the Premises or permit them to be used for any illegal or immoral business or purpose. Possession of beer or other intoxicating liquors will only be allowed with the written consent of the Department, DPR through a Special Activity Permit. Permit requests must be submitted fourteen (14) days prior to the event. If the permit is denied, alcoholic beverages are prohibited on the premises and violation may result in criminal prosecution, pursuant to G.S. 113-35(a), 15A NCAC 12B. 1003. Any violation may result in criminal prosecution, immediate revocation of the permit, and confiscation of all alcoholic beverages on the property.

7.6 EMPLOYEES

The Vendor shall have no authority to employ any person as agent or employee for or on behalf of the Department for any purpose, and neither the Vendor nor any other person performing any duties or engaging in any work at the request of the Vendor upon the premises of the Park shall be deemed to be an employee or agent of the Department.

7.7 RELEASE FROM LIABILITY

The Vendor agrees to and hereby does indemnify, release, and hold harmless the Department against all claims and liability for injury to any and all persons (including death) or damage to the property, or both, which may result from his or her authorized use of the facilities of the Vendor at or near Chimney Rock State Park in Rutherford County, North Carolina.

Indemnification

The State shall not be responsible for any contracts, agreements, or transactions of Vendor in connection with the sales of products, services and merchandise by Vendor and Sub-Contractors, and shall not be liable for any damage growing out of said sales or services. The State shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the State or for damages to the property or injuries to the person of the Vendor's officers, employees or others who may be on the Premises. Vendor agrees to indemnify and hold harmless the State, its officers, employees and agents, against any claims, liabilities, obligations or suits arising out of or in any manner connected with the use of the premises by Vendor, its patrons, renters, assigns, invitees, guests, sub-contractors, servants, employees or agents.

7.8 NONCOMPLIANCE

The Vendor agrees that if the Vendor fails to comply with any term or condition of this RFP agreement, including regular and accurate payment of the license fee, then this Contract may be cancelled and terminated at the option of the Department after notification by the Department to the Vendor of such failure. Such notification shall be sixty (60) days.

Along with the cancellation of this Contract, the Department may, at its option, elect to suspend operations or impose a monetary fine or suspend the operations of the Vendor for breaches of this RFP agreement, based on the schedule hereinafter enumerated.

The Department may allow the Vendor the option of choosing the monetary fine or the suspension as enumerated below. However, the Department reserves the right to implement either method of imposing a contractual penalty that it deems necessary and appropriate.

However, nothing in this Contract shall be construed so as to prohibit the Department from exercising its right to cancel this Contract for cause at any time, whether or not the Department has opted to suspend operations at a previous time.

ATTACHMENTS

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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ATTACHMENT A: LICENSE FEE PROPOSAL

Fees and Revenue Proposal –

Failure to provide at least the minimum % paid to the State identified below shall result in rejection of the Vendor's proposal.

Minimum Cumulative Annual Gross Revenue			Vendor Proposed % of Cumulative Annual Gross Revenue to be paid to the State
From	To	% to the State	
--	\$4,000,000	10%	
\$4,000,001	\$6,000,000	12.5%	
\$6,000,001	No Limit	15%	