



STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Request for Proposal #: 46-DNCR-24-1967

Kayak and Paddleboard Rental Concession at Hammocks Beach State Park

Date of Issue: January 19, 2024

Proposal Opening Date: February 12, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Dennis Jimenez

Procurement Specialist

Email: dennis.jimenez@dn-cr.nc.gov

Phone: 919-814-6724



STATE OF NORTH CAROLINA

Request for Proposal

46-DNCR-24-1967

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 2.6 for details: Dennis Jimenez	Request for Proposal #: 46-DNCR-24-1967
	Proposals will be publicly opened: February 12, 2024, at 2:00 PM ET
Using Agency: Division of Parks and Recreation / Hammock Beach State Park	Commodity No. and Description: 901417 - Amateur and recreational sports
Requisition No.: RQ73546	

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 _____, 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”), on behalf of Hammocks Beach State Park (hereinafter “HBSP”), which is part of the Department’s Division of Parks and Recreation (hereinafter, “DPR”), seeks a qualified Vendor to provide services of a concession for the rental of kayaks, paddleboards, and related safety equipment at HBSP.

HBSP is located 20 miles east of Jacksonville, NC in the town of Swansboro. Follow NC 24 east into Swansboro. Turn onto Hammock Beach Road. Travel approximately 2 miles and before the end of the road, turn right into the park entrance. Enter the park and the concession area will be along the park shoreline, near the lower parking lot at the visitor center.

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

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of contract award (the “Effective Date”).

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	January 19, 2024
Hold Urged and Cautioned Site Visit	State	January 26, 2024, at 10:00 AM ET
Submit Written Questions	Vendor	February 1, 2024
Provide Response to Questions	State	February 2, 2024
Submit Proposals	Vendor	February 12, 2024, at 2:00 PM ET
Contract Award	State	TBD

The Department of Natural and Cultural Resources will be conducting live bid openings over conference call.

Below is the call-in information for this procurement's bid opening scheduled for **Monday, February 12, 2024, at 2:00 PM ET.**

Call-in telephone number: **1-984-204-1487**

Conference ID number: **721 017 501#**

2.5 SITE VISIT

Urged and Cautioned Site Visit

Date: **January 26, 2024**
 Time: **10:00 AM Eastern Time**
 Location: **Hammocks Beach State Park Visitor Center Auditorium**
1572 Hammock Beach Road,
Swansboro, NC 28584
 Contact #: **Sarah Kendrick, Phone: (910) 326-4881**

Instructions: Vendor representatives are URGED and CAUTIONED to attend the site visit and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is 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-24-1967– 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.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

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) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.

- c) Vendor's Proposal addressing all Specifications of this RFP (Sections 4.5, 4.6, 5.2, 5.3, 5.4, 5.5, and 6.1).
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) ATTACHMENT H: MINIMUM ACCOUNTING REQUIREMENTS
- j) ATTACHMENT I: ACCEPTABLE METHODS OF DOCUMENTING SALES
- k) ATTACHMENT J: HAMMOCKS BEACH STATE PARK MAP

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) 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.
- b) 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.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 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.

3.2 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.

3.3 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 technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Vendor will be tabulated and become a matter of public record. 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of 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.

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.

3.4 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:

A Point-Score Ranking Method will be used for evaluation, with a maximum possible score of 100 as follows:

	Criteria	45 Total Maximum Points
1	Vendor Experience Evaluation under this category will be based on the Vendor's response to section 4.5 Vendor Experience, and how the Vendor's background, and personnel's qualifications are related to scope of work under this project.	10 points
2	Technical Proposal Evaluation under this category will be based on the Vendor's response to section 5.3 Technical Approach on the following deliverables: A. List and description of all proposed rental equipment. B. Proposed Reservations and Payments of rental equipment. C. Detailed Refund Policy.	15 points
3	Project Staffing And Organization (Section 5.4) Vendor shall describe the organizational and operational structure it proposes to utilize for the work, provide the names and qualifications of Vendor staff assigned to the work, and identify the responsibilities to be assigned to each person that Vendor proposes to staff the work.	10 points
4	Patron Safety Orientation Safety Plan (Section 5.5) Vendor's detailed Patron Safety Orientation Plan that will be covered with each rental patron.	10 points

Total Proposed Revenue: ATTACHMENT A: LICENSE FEE PROPOSAL (55 Maximum Points)

The proposal with the highest proposed percentage of gross sales (as provided for Total Proposed Revenue in Attachment A: License Fee Proposal) will receive a revenue score of fifty five (55) points. All other competing proposals will be assigned a portion of the maximum revenue score using the following formula:

Vendor's Proposed Percentage of Gross Sales	X	55	Revenue Points Award
Highest Proposed Percentage of Gross Sales			

3.5 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:

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

3.6 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.

4.0 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

The Vendor, as a fee for the license and concession agreement, shall pay DPR a minimum of eight percent (8%) of the monthly gross revenue or not less than Vendor bid %___ (ATTACHMENT A) annually, whichever is greater from monies generated from kayak and paddleboard rentals, instruction fees, and concession sales received by the Vendor.

- a) The Vendor must submit monthly licensed fee payments within fifteen (15) calendar days following the end of each month in which services were provided.
- b) Payments must be submitted to the following address: **Park Superintendent**
Hammocks Beach State Park
1572 Hammocks Beach Road
Swansboro, NC 28584

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.3 COMMERCIAL LIABILITY INSURANCE

Vendor shall have commercial liability insurance and provide proof of insurance within five (5) days of contract award and maintain this insurance for the duration of the contract period.

4.4 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.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience providing kayak and paddleboard concessions with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications, certifications, and experience of all professional personnel to be assigned to this project, experience with similar projects and the responsibilities to be assigned to each person. Proposal shall also include the following:

- A. Documentation showing a minimum of three (3) years in business providing kayak/paddleboard instruction.
- B. References relating to kayak/paddleboard instruction as a company for the past three (3) years.

4.6 MANDATORY CERTIFICATIONS

Vendor shall submit all of the following mandatory certifications with bid. **Failure to provide the following shall disqualify the Offeror.**

- A. A minimum of one (1) certified kayak/paddleboard instructor who has attained the **certified rating of instructor from the American Canoe Association, British Canoe Union or equivalent professional certification organization.**
- B. The Vendor must also provide at least one (1) instructor who has taken and successfully completed a **Red Cross basic first aid course and is certified in CPR or an equivalent training.**

4.7 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may 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 may be considered in the evaluation of the Proposal.

4.8 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.

4.9 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.

4.10 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.

4.11 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

5.0 SCOPE OF WORK

5.1 GENERAL

Department seek a qualified Vendor to provide services of a concession for the rental of kayaks, paddleboards and related safety equipment at Hammocks Beach State Park for the period/season of April – October of each year.

Any activities which are outside the specifications described in this RFP shall be in violation of the 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.

Current Hammocks Beach State Park Operational Hours:

8:00 am – 6:00 pm September - May (Closed Christmas Day)

8:00 am – 7:00 pm Memorial Day – Labor Day

5.2 SPECIFICATIONS

Vendor shall:

Item #	Specifications	Product/Service Offered Meets Specification
1	Provide a Kayak and Paddleboard Rental Concession at HBSP adhering to all requirements and specifications stated in this RFP.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Furnish all equipment and supplies to complete the work.	<input type="checkbox"/> YES <input type="checkbox"/> NO

3	PROPERTY TO BE LICENSED The site on which the specified concession will be conducted is within the boundaries of HBSP in Onslow County, North Carolina. DPR will be the managing agency of this award.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	TITLE TO PARK LANDS AND/OR FACILITIES This RFP does not vest to the Vendor any title, estate, or property right in any part or parcel of HBSP, 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 HBSP for the use of the public or to make rules and regulations, therefore.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	WARRANTY The property described herein will be licensed for concession purposes subject to the provisions and conditions of this RFP; therefore, offerors are expected to examine the property and to form their own conclusions as to its suitability for the specified concession purposes. The Department makes no guaranty or warranty, either express or implied, with respect to the property.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	TEMPORARY IMPROVEMENTS The Vendor may not install temporary improvements or other property without express written approval from the HBSP Contract Manager. The Vendor is authorized to store kayaks, stand-up paddleboards, and associated equipment at the HBSP, at a site designated by the HBSP Contract Manager. The currently approved concession site is near the kayak launch, just east of the visitor center. At this site, the Vendor is authorized to erect up to two (2) racks capable of storing up to sixteen (16) kayaks/paddleboards. These temporary improvements may also include a small temporary tent (with roll down sides), or other temporary shelter not to exceed 10 feet x 20 feet in size. Electricity and water are currently not available on the kayak/paddleboard rental site.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	STATE PARK RULES AND POLICIES The Vendor, by submitting an offer, agrees to comply strictly with all HBSP rules and policies and all other applicable county/state laws pertaining to the operation of the specified concession.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	SPECIAL USE PERMITS Any use of HBSP other than for the provision of kayak/paddleboard rentals and lessons shall require a special use permit to be issued in accordance with 07NCAC 13 B .0104 of the North Carolina administrative code. The Vendor shall follow established Park policy when requesting approval for special events. A. To facilitate the orderly processing of special use permits, a 14-day minimum lead time is required. B. HBSP staff shall maintain a special events calendar in the HBSP office, and the Vendor must inform the HBSP staff of planned events. Each special event will be evaluated individually by the HBSP Contract Manager to determine its expected impact on HBSP operations. C. Special events will not be advertised until approval is obtained through the special activity process. D. Special events will be subject to charges by DPR, which are adequate to cover costs of the event's impact on HBSP operations. The Vendor's ability to implement participation fees on the public for special events will be contingent upon the terms of approval granted by the HBSP Contract Manager for the individual requests. E. Any gross revenue derived from aforementioned special events will be subject to the conditions stated in the license fee section.	8.A <input type="checkbox"/> YES <input type="checkbox"/> NO 8.B <input type="checkbox"/> YES <input type="checkbox"/> NO 8.C <input type="checkbox"/> YES <input type="checkbox"/> NO 8.D <input type="checkbox"/> YES <input type="checkbox"/> NO 8.E <input type="checkbox"/> YES <input type="checkbox"/> NO

	F. Any participants in special events involving the use of a kayak/paddleboard shall be governed by HBSP rules and regulations.	8.F <input type="checkbox"/> YES <input type="checkbox"/> NO
9	CONCESSION COMMUNICATION Vendor shall provide instructors with communication equipment, such as two-way radios or cellular phones. The Vendor must have sufficient backup equipment to ensure that no Vendor staff members who are leading groups or individuals on a paddle trip are going out when communications are not available and functioning.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	RELEASE OF LIABILITY The Vendor, prior to permitting any person to engage in kayaking or paddleboard activities on the premises of HBSP, shall obtain a release of liability exempting the State and Department of liability. The release must be approved by HBSP management. Further, the Vendor shall maintain for the duration of the contract agreement and for a period of five (5) years thereafter, on file at his/her place of business, copies of such agreements as he/she may have obtained. The Vendor further agrees that said releases shall be made available upon request to the Department auditors or such other person or persons as the Department may designate at any reasonable time during the prescribed period. The Vendor shall indemnify, save and hold harmless and defend the State of North Carolina against any and all fines, claims, damages, losses, judgments, and expenses, arising out of or in any way connected with the performance of the duties covered by this agreement.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	KAYAK/PADDLEBOARDING SAFETY REGULATIONS The Vendor agrees that all kayaking and paddleboarding shall be taught, conducted, and done in accordance with all applicable regulations and in compliance with all applicable regulations and recommendations to the basic safety regulations.	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	KAYAK/PADDLEBOARD RENTAL HOURS OF OPERATION All classes, rentals and concessions are to cease one (1) hour prior to HBSP closing. At minimum, the hours of operation of the Kayak/Paddleboard concession should be: Concession Operational Hours: 8:00 a.m. – 5:00 p.m. April & May (Friday - Sunday) 8:00 a.m. – 5:00 p.m. September & October (Friday - Sunday) 8:00 a.m. – 6:00 p.m. Memorial Day through Labor Day (Seven days-a-week) A. The Vendor shall cease operations one (1) hour before the stated closing time of HBSP. All kayak/paddleboard equipment and materials must be returned to the staging/storage area no later than one (1) hour prior to the closing hours of HBSP. B. If, for some reason, HBSP staff or the Vendor believe a suspension in kayak/paddleboard activities is necessitated, rentals will be prohibited until the suspension is lifted by one or both parties. (i.e., suspension during periods of extreme inclement weather, or HBSP closures due to weather-related events). C. The Vendor must provide at least one (1) staff person to remain in the rental area at all times when the concession is open in order to answer questions visitors may have regarding kayak/paddleboard rentals. D. Any closing of the concession booth tent must be coordinated with the HBSP Contract Manager or the on-duty HBSP ranger.	12.A <input type="checkbox"/> YES <input type="checkbox"/> NO 12.B <input type="checkbox"/> YES <input type="checkbox"/> NO 12.C <input type="checkbox"/> YES <input type="checkbox"/> NO 12.D <input type="checkbox"/> YES <input type="checkbox"/> NO

13	<p>STOCK</p> <p>The Vendor is authorized to have available at the approved concession site up to twenty-four (24) kayaks and paddleboards for rental on two (2) racks.</p> <p>A. The HBSP Contract Manager specifies the number of kayaks and paddleboards authorized for rent and the number of kayaks and paddleboards that may be stored (unrented) within the area. A rescue boat shall be kept on site in case of emergency.</p> <p>B. Except for the kayaks/paddleboards, paddles and other associated safety equipment; other materials, supplies or equipment of any other type will not be cached or stored within the area without prior written approval from HBSP Contract Manager.</p> <p>C. Equipment shall be kept and maintained in a safe and seaworthy condition.</p> <p>D. The Vendor is authorized to have access to the designated site along the grass area when necessary. Vehicles or trailers shall not be parked unattended and shall be moved out of the corridor as soon as equipment is dropped off or picked up. As a general practice, the Vendor shall access and transport equipment to and from the site and over the water kayak/paddleboard launch area by foot or non-motorized conveyance. Vehicle traffic across the grassy area designated site should be kept to absolute minimum. HBSP roadway in this area must be passable for traffic at all times.</p>	<p>13.A <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>13.B <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>13.C <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>13.D <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
14	<p>FEES/RATES/PRICES</p> <p>All rates and prices charged by the Vendor for the services furnished or sold to the public must be reasonably comparable to rates and charges for similar services in this and other regions of the United States. Such rates and charges shall be subject to the approval of the Department.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
15	<p>RESERVATIONS AND PAYMENTS</p> <p>Methods and/or procedures for reservations and payments for kayak/paddleboard rentals are at the discretion of the Vendor; however, records of all reservations, cancellations, payments, and refunds must be accessible on-site to HBSP personnel.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
16	<p>INSTRUCTORS</p> <p>A. A minimum of one (1) certified kayak/paddleboard instructor or equivalent, and one (1) employee trained in first aid/CPR or equivalent is required to be on duty in HBSP during all scheduled hours of concession operation.</p> <p>B. All certified instructors shall have a copy of their certifications on file and shall wear a name tag or other approved identifiers during concession operational hours.</p> <p>C. The Vendor shall provide the HBSP Contract Manager with an updated list of all instructors and their training status. This list shall be due each month on the day of the monthly operational review at minimum, or as changes are made to the list, whichever comes first.</p>	<p>16.A <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>16.B <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>16.C <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

5.3 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the following:

- a) Detailed list and description of all proposed rental equipment.
- b) Vendor proposed Reservations and Payments of rental equipment.
- c) Refund policy. The refund policy pertaining to the cancellation of a booked rental must be included in its response to this. The customer refund policy should contain documented customer-signed sales slips indication receipt of refund.

5.4 PROJECT STAFFING AND ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work, provide the names and qualifications of Vendor staff assigned to the work, and identify the responsibilities to be assigned to each person that Vendor proposes to staff the work.

5.5 PATRON SAFETY

As part of the contract bid package the Vendor shall provide the HBSP with a **written Patron Safety Orientation Plan** that will be covered with each rental patron. This will be considered part of the Vendor's required technical proposal.

At the minimum the program must include the following:

A. Safety Information Provided to the Patron

1. Risks associated with kayaking in a maritime environment.
2. Practical ways to manage the aforementioned risks.
3. Safety features of the craft being used.
4. Safety features of associated paddling equipment.
5. Personal flotation device orientation with all patrons with mandatory requirement that all patrons wear personal flotation devices for the duration of their rental.
6. Water & environmental hazards such as access and egress points, the effects that weather has on the paddling conditions to include sun exposure, hypothermia, exposure to wind and cold water.
7. The use of signals that are clear and understood by all members of a group.
8. The ability to deal with emergencies and how to summon outside help.
9. The ability to demonstrate safe lifting and carrying techniques of kayaks and/or paddleboards.
10. Safety briefing to include skill related boundaries, and what to do in an emergency.
11. Cell phone use for emergency help with a prioritized emergency contact list.
 - a. Concessionaire phone numbers
 - b. USCG Station Emerald Isle phone number
 - c. Hammocks Beach State Park phone number
12. Communication (i.e., how do I stay in contact with the group)
 - a. Line of sight of each other.
 - b. Avoidance: Where are the hazards and how they can be avoided.
 - c. Position of most usefulness: During group paddles, where does the leader need to be in order to be of most assistance.
13. A detailed response plan on how emergency situations or overdue patrons will be addressed.

B. Complete list of all equipment the Vendor shall provide the patron, including type and brand of kayaks/paddleboards to be rented, types of personal flotation devices to be used, paddles and other standard rental equipment that is to be provided to each patron.

C. Description of how the client will be oriented to the functions and safe operations of the equipment rented to patrons:

Equipment:

Kayak/Paddleboard: types, parts, materials

Paddles: types, parts, hand positions, sizing

PFD's: types, appropriate sizing, proper fitting/secured properly, mandatory wear

Getting Started:

Kayak and/or Paddleboard Carries

Launching

Trim (adjustment of kayak to fit individual paddler)

Positions of paddle and posture

Basic Maneuvers (to enhance visitor experience and safety)

Forward: Hull moves forward in a straight line
Forward Stopping: boat stops within a reasonable distance
Spin: (onside & offside) Hull pivots from standstill
Turn: Hull turns while underway

- D. A map of the area showing the suggested paddle trails and surrounding area: The Vendor shall adhere to the program as approved by the Contract Manager for all rentals under this contract.
- E. The Vendor shall provide a motorized vessel to serve as a “chase boat” to assist or serve their patrons. This vessel should be at an offsite location near HBSP, or on-site on a trailer at the HBSP maintenance area, to be readily accessible to assist the Vendor as needed, in the event of overdue kayakers, or patrons who need assistance in the event of an emergency.
- F. All accidents, injuries, overdue kayakers or known violations of applicable laws shall be reported to the Contract Manager and to HBSP rangers as soon as possible.
- G. Upon the termination of this Contract, or end of the rental season all use areas will be returned to a natural condition and the Vendor must remove all property from the area, unless otherwise agreed upon with the Contract Manager.

The Vendor shall share the kayak/paddleboard launch area with other HBSP users and will remove all loose equipment from the grassy launch area when not in use or being rented in order to prevent potential accidents. The Vendor shall keep their area neat and tidy.

5.6 ACCOUNTING SYSTEM

Minimum accounting requirements must include the standards set forth in Attachment H of this RFP and are hereby made part of this Contract.

5.7 ACCEPTABLE METHODS FOR DOCUMENTING SALES

Acceptable methods for documenting sales must include the standards set forth in Attachment I of this RFP and are hereby made a part of this contract.

5.8 LAUNCH AND LAND AREA

Only the Kayak/Paddleboard Launch Area may be used for launching and landing kayaks and paddleboards. Kayak/Paddleboard Launch Area is indicated by the yellow square on ATTACHMENT J HBSP map.

5.9 ADVERTISING

The Vendor agrees to advertise rental and special event activity only in a manner jointly agreed upon by the Vendor and the HBSP Contract Manager. Any advertising referencing HAMMOCKS BEACH STATE PARK, DPR, or the Department must be approved by the HBSP Contract Manager prior to use. The Vendor agrees not to engage in any type of advertising without having first obtained the written approval from the HBSP Contract Manager. Such approval by the HBSP Contract Manager will not be reasonably withheld.

5.10 COMPLAINTS REPORTS

HBSP will send complaints or comments regarding the concession operations to the Vendor for investigation and response within thirty (30) days. The Vendor shall provide a copy of the response to the HBSP Contract Manager. The Vendor shall provide the HBSP Contract Manager with copies of all written comments received from clients concerning services provided under this Contract within thirty (30) days of receipt.

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:	

Department of Natural and Cultural Resources Contract Managers

HBSP Contract Manager For All Day-To-Day Activities Described in Section 5	DPR Contract Manager
Sarah Kendrick Division of Parks & Recreation Hammocks Beach State Park 1572 Hammocks Beach Road Swansboro, North Carolina 28584 Phone: (910) 326-4881 E-mail: sarah.kendrick@ncparks.gov	Tara Gallagher Division of Parks & Recreation 1615 Mail Service Center Raleigh, North Carolina 28584 Phone: (919) 707-9346 E-mail: tara.gallagher@ncparks.gov

Contract Lead For All Other Contract Issues
Dennis Jimenez Assistant Director of Procurement NC DNCR, Purchasing Office 109 E. Jones Street Raleigh NC 27601 Telephone: (919) 814-6724 E-mail: dennis.jimenez@dn-cr.nc.gov

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically 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 REPORTS

The Vendor shall provide the following Reports to the Hammocks Beach State Park Contract Manager according to the schedule below and any other report upon request. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

In addition to other reports which may be required by the contract, the Concessionaire shall provide the Contract Manager the following reports annually:

REPORT DUE

Annual financial report	November 30
Certificate of insurance	At startup of operations and as renewed
Concessionaire's roster of employees	April 15
Business brochures and advertising	As created or updated
Proposed rates	April 1 of each year
Monthly rental report	10th day of the following month

The Concessionaire shall provide an annual summary of operations which includes, as a minimum:

1. List of all rentals under the HBSP concession contract including the name, number of kayaks and paddleboards rented, dates of rental and return.
2. Summary of rentals by month, broken down by length of rental (e.g., Number of days) and type of kayak (e.g., single, double, expedition double, etc.) and/or paddleboard.
3. Summary of incidental equipment rentals.

6.5 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 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.

6.6 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.

6.7 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.

6.8 ATTACHMENTS

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7.0 ATTACHMENTS

ATTACHMENT A: LICENCE FEE PROPOSAL

The License Fee Proposal shall be submitted ONLY on this form in the format provided.

The Vendor shall pay to the Department a Permit fee, a minimum of eight percent (8%) of Gross Revenue collected by the Vendor monthly for provision of the concession services specified in this RFP. Vendor shall provide the amount of reimbursement stated as a percentage of GROSS SALES.

Proposed Percentage of Monthly Gross Sales (Minimum of 8%)	_____ %
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ATTACHMENT H: MINIMUM ACCOUNTING REQUIREMENTS

Every sale must be accounted for by use of an electronic cash register, or handwritten receipt, pre-numbered receipts or pre-numbered tickets, unless the Contractor has received prior written authorization from the Department to use some other method.

1. Sales receipts must always be offered to customers regardless of the amount involved. Sales receipts may be in the form of cash register slips, pre-numbered receipts or pre-numbered tickets depending on the method employed to document sales. Signs reminding customers to ask for a receipt must be consciously posted at or near all collection stations.
2. Receipts should be deposited weekly. Validated deposit slips and bank statements supporting amounts deposited must be retained for a period of three (3) years or until any audit begun during that time period is completed and any findings resolved.
3. Daily entries, to account for gross sales and sales tax collections by point of sale/collection station location, must be made to a ledger or journal (automated entries & ledgers acceptable). Entries must equal amounts deposited by period.

All adjustments to gross sales, such as customer refunds, must be recorded in the ledger/journal using a separate entry. Source documents such as daily cash register tapes, concession's copy of pre-numbered receipts and use schedules for pre-numbered tickets must be retained to support recorded gross sales and sales tax collections (if applicable). Adjustments to gross sales must be supported by source documents such as customer signed receipts and cancelled checks.

4. Refunds and purchases will be made by check, imprest (petty cash) funds or electronic means such as credit card or debit cards. The imprest fund, if used, must always be replenished by check. Only under extremely unusual circumstances may daily receipts be used to make purchases or refunds. If daily receipts are used to make refunds or purchases, the Contractor must document both the occurrence and the reason.
5. Customer refunds must always be supported by customer signed documents; cancelled checks; or electronic means such as credit or debit card and payable to either the customer or the imprest fund.
6. Purchases must always be supported by vendor invoices and cancelled checks payable to either the vendor or the imprest fund.
7. All checks written on the concession's checking account, whether voided or not, must be retained for a period of three (3) years or until any audit begun during that period is completed and any findings resolved.

Duties associated with handling, recording and reconciling receipts and disbursements should be assigned to different employees whenever possible. Employees who handle cash or cash like items should be adequately supervised.

ATTACHMENT I: ACCEPTABLE METHODS OF DOCUMENTING SALES

1. Electronic Cash Register(s) must at a minimum:

- a) Produce customer's copy of itemized sales receipt.
- b) Contain a locked-in tape and sequential numbering system or such tapes.
- c) Record and accumulate sales.

Concession Management must:

- a) Provide daily supervision over employees using the register(s).
- b) Clear or close all cash register(s) at the end of the day (tapes must be retained).
- c) Approve all refunds and voids or delegate this duty to an employee who normally does not handle cash.

At minimum, customer refunds must be documented by customer-signed sales slips indicating receipt of the refund. If the customer does not have his/her copy of the sales receipt, a pre-numbered refund receipt signed by the customer must be issued (see minimum requirements for pre-numbered receipts).

2. Pre-Numbered Receipts**At a minimum, pre-numbered receipts must:**

- a) Be designed to capture all pertinent sale data, such as: date, customer's name, items purchased, amount of sale, total collected and salesperson's name and initials.
- b) Be at least two copies (customer and record copy, each clearly identified).
- c) Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by vendor's invoice at a minimum.
- d) Be issued to customers sequentially, any breaks in the numbering sequence must be explained.

Concession Management must:

- a) Retain the record copy of all issued receipts and all copies of voided receipts.
- b) Maintain a work sheet or schedule which reports the numbering sequences of receipts used.
- c) Provide adequate security over unused receipts and periodically inventory these receipts (at least every six months).

3. Pre-numbered Tickets**At a minimum, pre-numbered tickets must:**

- a) Clearly state the name of the attraction or service purchased, attraction fee and total amount collected.
- b) Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by a vendor's invoice at a minimum.
- c) Be issued to customers sequentially. Any breaks in the number sequence must be explained.

Concession Management must:

- a) Maintain a worksheet or schedule which reports the numbering sequence of tickets used and money collected by day.
- b) Provide adequate security over unused tickets and periodically inventory these tickets (at least every six months).
- c) Provide adequate supervision over employees to gain assurance that previously issued tickets are not resold.

At a minimum, customer refunds must be documented by customer signed tickets indicating that the customer received a refund. If the customer does not have his ticket, a pre-numbered refund receipt must be issued (see minimum requirements for pre-numbered receipts).

ATTACHMENT J: HAMMOCKS BEACH STATE PARK MAP

