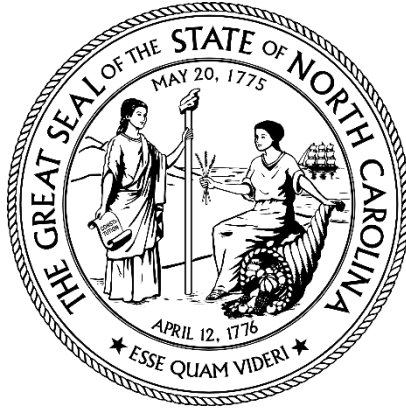




STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Request for Proposal #: 46-DNCR-26-2147 REPOST

Water Taxi Services for the USS North Carolina Battleship Memorial

Date of Issue: June 25, 2026

Proposal Opening Date: July 20, 2026

At 2:00 PM ET

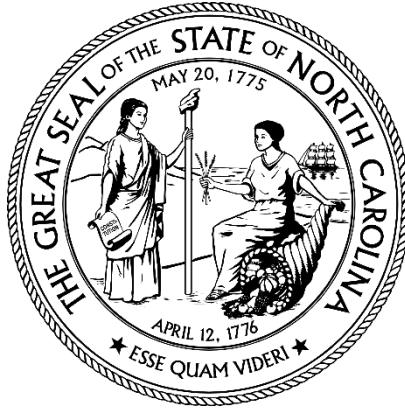
Direct all inquiries concerning this RFP to:

Dennis Jimenez

Procurement Specialist III

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

Phone: 919-814-6724



STATE OF NORTH CAROLINA

Request for Proposal

46-DNCR-26-2147 REPOST

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://evp.nc.gov/SignIn>

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:	Request for Proposal #: 46-DNCR-26-2147R	
	Proposals will be publicly opened: July 20, 2026, at 2:00 PM ET	
Using Agency: USS North Carolina Battleship	Commodity No. and Description: 781117 - Passenger marine transportation	
Requisition No.: RQ261764		

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:		
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)

Contents

1.0	PURPOSE AND BACKGROUND	7
1.1	CONTRACT TERM.....	7
2.0	GENERAL INFORMATION	7
2.1	REQUEST FOR PROPOSAL DOCUMENT.....	7
2.2	E-PROCUREMENT FEE	7
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	7
2.4	RFP SCHEDULE.....	8
2.5	URGED AND CAUTIONED SITE VISIT	8
2.6	PROPOSAL QUESTIONS	9
2.7	PROPOSAL SUBMITTAL	9
2.8	PROPOSAL CONTENTS.....	10
2.9	ALTERNATE PROPOSALS.....	10
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	10
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	11
3.1	METHOD OF AWARD	11
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	11
3.3	PROPOSAL EVALUATION PROCESS	11
3.4	EVALUATION CRITERIA	12
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	12
3.6	INTERPRETATION OF TERMS AND PHRASES.....	13
4.0	REQUIREMENTS	13
4.1	VENDOR FEES	13
4.2	FINANCIAL STABILITY	14
4.3	HUB PARTICIPATION.....	14
4.4	VENDOR EXPERIENCE.....	14
4.5	MANDATORY CERTIFICATIONS.....	14
4.6	PERMITS AND CREDENTIALS	14
4.7	CUSTOMER FEES/RATES/PRICES.....	14
4.8	REFERENCES	15
4.9	BACKGROUND CHECKS	15
4.10	PERSONNEL.....	15
4.11	VENDOR’S REPRESENTATIONS	15
4.12	QUESTIONS TO VENDORS	15

4.13	AGENCY INSURANCE REQUIREMENTS MODIFICATION	16
4.14	SUBCONTRACTORS	16
4.15	SECRETRY OF STATE REGISTRATION	16
5.0	SCOPE OF WORK	17
5.1	GENERAL	17
5.2	SCOPE OF WORK.....	17
5.3	PROJECT ORGANIZATION	17
5.4	TECHNICAL APPROACH	18
6.0	CONTRACT ADMINISTRATION	18
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	18
6.2	POST AWARD BUSINESS REVIEW MEETINGS.....	19
6.3	CONTINUOUS IMPROVEMENT	19
6.4	PERIODIC MONTHLY REPORTS	19
6.5	TRANSITION ASSISTANCE	19
6.6	DISPUTE RESOLUTION.....	20
6.7	CONTRACT CHANGES	20
6.8	ATTACHMENTS.....	20
	ATTACHMENT A: VENDOR FEE PROPOSAL.....	21
	EXHIBIT A: SITE PLAN OF DOCK AND ADJACENT BATTLESHIP MEMORIAL AREAS	22
	EXHIBIT B: DOCK FACT SHEET	23

1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Vendors to provide water taxi passenger service on and across the Cape Fear River and other services as outlined below.

The USS North Carolina Battleship Commission and USS North Carolina Battleship Memorial ("Battleship") is one of North Carolina's top tourist attractions and the City of Wilmington's #1 most visited destination. The Battleship desires to contract with a supplier or suppliers to provide Water Taxi services for its visitors, guests and staff. Recent Battleship visitation includes 232,033 visitors in 2023 and 237,885 visitors in 2024. In addition, the Battleship hosts 50 – 100 special events annually. Further, the Battleship employs approximately 35 full- and part-time staff and allows extensive public use of its properties and facilities. The Battleship Memorial is a busy historical site. Consistent and predictable water access is critical for operations.

The Battleship's address is 1 Battleship Rd., Wilmington, NC 28401.

The intent of this solicitation is to award an Agency Specific Term 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"). 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	June 25, 2026
Hold Urged and Cautioned Site Visit	State	July 1, 2026, at 11:00 AM ET
Submit Written Questions	Vendor	July 7, 2026
Provide Response to Questions	State	July 9, 2026
Submit Proposals	Vendor	July 20, 2026
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, July 20, 2026, at 2:00 PM ET.**

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

Conference ID number: **420 197 278#**

2.5 URGED AND CAUTIONED SITE VISIT

Urged and Cautioned Site Visit

Date: **July 1, 2026**
 Time: **11:00 AM Eastern Time**
 Location: **in front of the ticket booth at the Visitor's Center**
 USS North Carolina Battleship Memorial
 1 Battleship Road
 Wilmington, NC 28401
 Contact: Terry Kuhn, Maintenance Director
 Contact #: 910-399-9118

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-26-2147 REPOST– 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 4.4, 4.5, 4.6, 4.7, 4.12, 4.13, 4.15, 5.2, 5.3, 5.4, 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

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) Procurement 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 procurement lead 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 procurement lead 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 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:

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 (Response to Section 5.4)**
2. **Vendor Response to Questions (Section 4.12)**
3. **Project Organization (Section 5.3)**
4. **Vendor Experience (Response to 4.4)**
5. **License/Docking Fee (Section 4.1/Attachment A)**

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:

- 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

3.6 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 VENDOR FEES

A. DOCKING FEE

The Vendor, as a fee for the docking agreement, shall pay the Battleship a minimum of **\$500.00 per month** or not less than Vendor bid (ATTACHMENT A), whichever is greater.

B. LICENSE FEE

The Vendor, as a fee for the license agreement, shall pay the Battleship a minimum of **\$500.00 per month**, or eight (8%) percent of the net sales of concession sales, special event sales, educational program revenue, dock management, and kayak launch or not less than Vendor bid (ATTACHMENT A), whichever is greater.

C. FEES PAYMENT

- a) The Vendor shall submit monthly docking and license fee payments within **fifteen (15) calendar** days following the end of each month in which services were provided.
- b) Payments shall be submitted to the following address:

**USS North Carolina Battleship Memorial
1 Battleship Road
Wilmington, NC 28401
Attn: Terry Kuhn**

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 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 providing water taxi services 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 professional personnel to be assigned to this project.

Proposals shall also include the following:

- A. Documentation showing a minimum of three (3) years in business providing water taxi services or marine passenger service.

4.5 MANDATORY CERTIFICATIONS

Vendor shall submit all of the following mandatory certifications with their proposal. Failure to provide the following shall disqualify the Offeror from consideration.

- A. Certificate of Inspection by the US Coast Guard.
- B. Merchant Mariners Credential (MMC) for crew members.

4.6 PERMITS AND CREDENTIALS

The Vendor shall obtain all necessary Coast Guard permits and credentials including but not limited to those issued for a Passenger For Hire Operator and as a Charter Service if the vessel carries more than six (6) passengers or any vessel classified as a Small Passenger Vessel. These vessels should comply with USCG NVIC 07-94 and USC 2101 or the latest editions issued.

The Vendor is also responsible for complying with all necessary Coast Guard safety standards, training and inspections. The Vendor SHALL inform the Battleship Memorial if they or any vessel in their employ fails a Coast Guard inspection along with an estimate of when the inspection violation will be corrected.

4.7 CUSTOMER FEES/RATES/PRICES

The Vendor shall submit with their proposal a proposed fare structure (adult, child, senior/military, group rates, day pass), including integrated bundles with Battleship admission and fare collection options. 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 area. Such rates and charges shall be subject to the approval of the Memorial.

4.8 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. References shall not be from the same company or from the solicitation State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company 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.

4.9 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.10 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.

4.11 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.

4.12 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

- A. Do you provide a dockmaster?
- B. Can you act as a reservation agency to facilitate visitor's use of the Dock?

- C. Do you require exclusive use of the Dock? (If so the Docking fee should reflect this)
- D. What size vessel do you propose to use?
- E. Will you offer free or discounted water taxi tickets or season passes to Battleship employees?
- F. Will you offer free or discounted tours for Battleship educational programs?
- G. Will you offer free or discounted tours for other Battleship events?
- H. Will you provide additional marketing for or in partnership with the Battleship Memorial?
- I. Will you provide any packages featuring a taxi ride with tickets to the Battleship and/or restaurant visits and hotel stays?

4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION

The Procurement Entity 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** \$1,00,000.00
- b) **Commercial General Liability** \$2,000,000.00 Combined Single Limit
- c) **Automobile** \$2,000,000.00 Bodily injury and property damage;
Uninsured/under insured motorist; and medical payment

In addition, the Vendor is required to have Maritime Liability Insurance, Alcohol Service Insurance or other coverage as required to support their operations.

4.14 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.15 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes ☐ No ☐

5.0 SCOPE OF WORK

5.1 GENERAL

The Department seeks a qualified Vendor to provide water taxi service that will transport patrons and staff between the Battleship Memorial and Downtown Wilmington and assist in the promotion of the mission of the Battleship.

5.2 SCOPE OF WORK

The specific Scope of Work that the Procurement Entity is seeking is listed below. Services offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

The Battleship North Carolina Memorial's hours of operations are 8:00 AM to 5:00 PM including holidays with the exception of Christmas in which the park opens at noon.

The Vendor shall:

1. Provide daily water taxi transportation services for patrons to and from the Battleship North Carolina Memorial using the Piedmont Natural Gas Marine Trail Dock.
2. **Provide a vessel that can transport a minimum of 6 passengers, and at least 1 wheelchair. Larger vessels are allowed.**
3. Ideally, provide services before, during, and after normal operating hours seven (7) days a week for 365 days a year (366 days a year during 2028, leap year) to ensure patrons make it to and from the Memorial. Seasonal variations are allowed but we would expect hourly service seven (7) days a week during peak season. Vendors may provide an alternate /preferred schedules for consideration.
4. For events being held on the Memorial grounds, provide services outside of the Memorial's normal operating hours, if necessary, provide services to ensure all patrons make it to and from the Battleship North Carolina Memorial.
<https://battleshipnc.com/programs-and-events/>
5. Transport passengers across the Cape Fear River from a minimum of two (2) designated landing/pickup spots (at least one (1) ADA compliant spot) on the Wilmington riverfront and/or nearby areas to the battleship's dock.
6. Stop at each landing/pickup spots at a minimum of once per hour during standard operating hours.
7. Provide clear boarding announcements; visible staff presence during peak times; procedures for strollers, wheelchairs, and service animals.
8. Provide accessible boarding meeting ADA guidelines (ramps/gangways meeting slope and width requirements), designated seating areas, space for mobility devices, and equivalent facilitation where vessel constraints apply; publish accessibility features and assistance procedures.
9. Act as a welcoming gateway to the Battleship experience providing friendly, informative service. The USS North Carolina Battleship Commission will provide narration and historical context to be narrated during transit.
10. Manage passenger boarding/disembarking, providing route and schedule information, and maintaining a professional, helpful environment. Ensure safe docking procedures and crowd management during peak visitor times.
11. Adhere to all U.S. Coast Guard maritime safety regulations, including providing life jackets for all passengers and maintaining proper navigational lights.
12. Perform daily pre-departure inspections and routine maintenance to ensure the vessel is in optimal operational condition.
13. Maintain accurate logs of passenger counts, mileage, and any incidents for regulatory and contractual compliance.

5.3 PROJECT 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.

5.4 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 (5.2) of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Vendor shall also include a Business Plan containing the following:

- a. Vendor Background Information
- b. Daily schedule, hours of operations, landing/pickup spots and seasonal variation
- c. Extended operating hours for Battleship events
- d. Extended operating hours for other events held on the Memorial grounds
(<https://battleshipnc.com/programs-and-events/#special-events>)
- e. Other offers such as advertising and packages with Wilmington businesses
- f. Special tours for Memorial staff, Battleship Commissioners and other Stake Holders
- g. Memorial staff ride passes
- h. Special tours for educational programs, please elaborate on collaboration and partnership opportunities
- i. Management of the Piedmont Natural Gas Marine Trail Dock to include:
 - concession/kiosk stand
 - kayak launch
 - incoming and outgoing marine vessels
- j. Donations to the Battleship Improvement and Maintenance Fund and/or Battleship Events or Programs
- k. Operational Contingency Plan
- l. Vessel safety protocols
- m. Vessel image, description, specifications, and current inspections
- n. Vendor's W-9

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.

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

Battleship Contract Manager For All Day-To-Day Activities Described in Section 5.0	Contract Lead For All Other Contract Issues
Terry Kuhn Assistant Director USS North Carolina Battleship Memorial 1 Battleship Road Wilmington, NC 28401 Phone: 910-399-9118 Email: Terry.Kuhn@dncr.nc.gov	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@dncr.nc.gov

6.2 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically; monthly for the first six (6) months and quarterly/semi-annually after, with the State for Business 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 REPORTS

The Vendor shall be required to provide **Monthly Reports** to the designated Contract Manager along with the monthly payments. This report shall include, at a minimum, information concerning **revenue generated in total; portion derived from Battleship Memorial business; total number of passengers carried; Battleship Memorial staff and visitors carried**. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Procurement Entity. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within 15 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Manager for approval.

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 to six 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 through the contract administrator.

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

ATTACHMENT A: VENDOR FEE PROPOSAL

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

The Vendor, as a fee for the docking agreement, shall pay the Battleship a minimum of \$500.00 per month or not less than Vendor bid, whichever is greater.

Monthly Docking Fee (Minimum of \$500.00 per month)	\$ _____
--	----------

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

The Vendor shall pay to the Department a license fee, a minimum of a minimum of \$500.00 per month, or eight percent (8%) of Gross Revenue collected by the Vendor monthly for provision of the concession sales, special event sales, educational program revenue, dock management, and kayak launch or not less than Vendor bid, whichever is greater.

Proposed Percentage of Monthly Gross Sales (Minimum of 8% or \$500.00)	_____ % \$ _____
---	---------------------

EXHIBIT A: SITE PLAN OF DOCK AND ADJACENT BATTLESHIP MEMORIAL AREAS

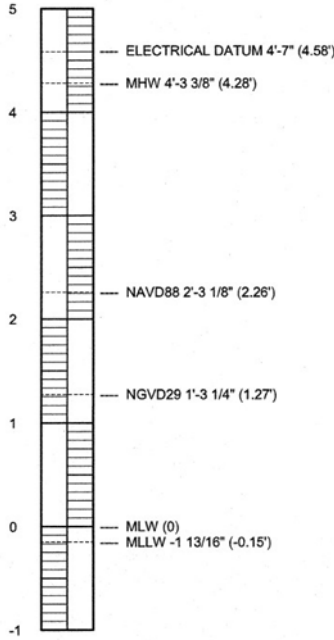
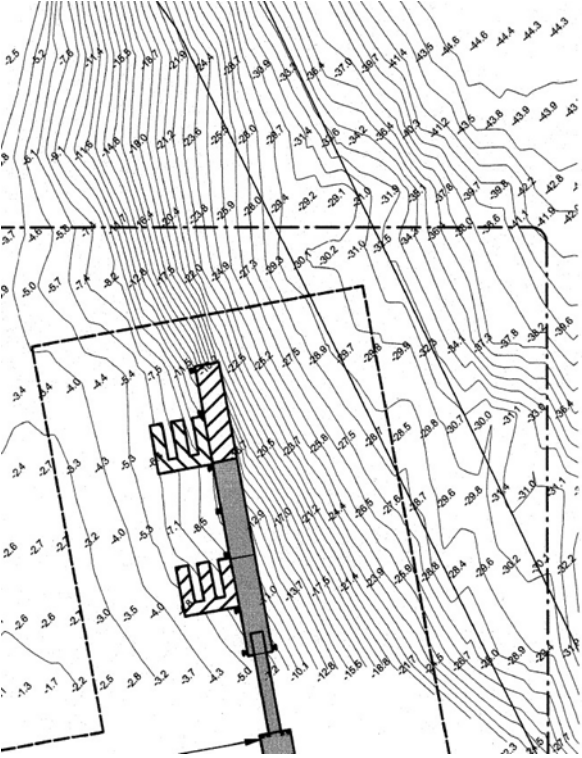
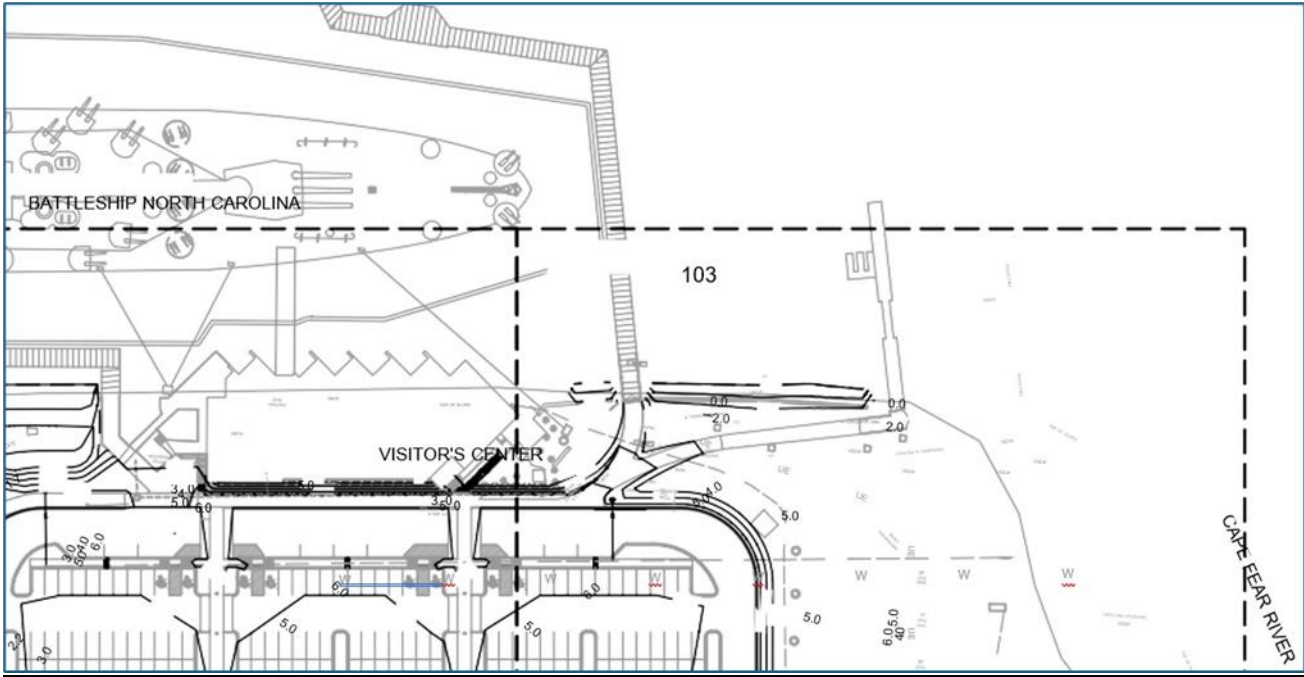


EXHIBIT B: DOCK FACT SHEET

The timber pier is approximately 75 linear feet long and the floating docks are approximately 64 linear feet long.

Structural Performance: Design floating docks and accessories, including attachment to steel piles, shall withstand the effects of gravity loads, loads from gangways and the following loads and stresses within limits and under conditions indicated:

1. Wind Loads: 130 MPH (ASCE-7) Category C.
2. Live Loads: 40 lbf/ sq. ft. or 300 lbf concentrated load on any 2 sq. ft. area.
3. Tidal Range: As indicated on drawings.
4. Wave Conditions: Wave height 2 feet, 2 second period continuous.
5. Current: 5 ft./sec.
6. Largest Average Vessel: 50 feet LOA
 - a. Impact Loads: 1.25 times the kinetic energy exerted by a striking vessel.
7. Freeboard: Maximum freeboard is as follows:
 - b. Under dead loads:
 - 1) Floating Dock: 19 inches.
 - 2) Kayak Launch: 16 inches.
1. Tilt: 6 degrees from horizontal under the following conditions:
 - a. Uniform live load.
 - b. Partial live load: Live load applied to one-half of the pier width.
 - c. Concentrated load: 600 lb load applied on any side.
2. Handrails:
 - a. Uniform load of 50 lbf/ ft. applied in any direction.
 - b. Concentrated load of 200 lb applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.