

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Request for Proposal #: 46-DNCR-25-2065

Bentonville Battlefield Cultural Landscape Report

Date of Issue: January 6, 2025

Proposal Opening Date: February 5, 2025

At 2:00 PM ET

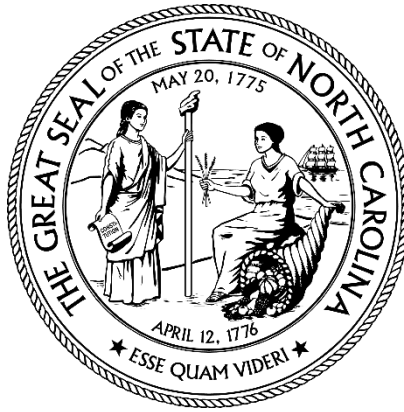
Direct all inquiries concerning this RFP to:

Joseph Perez

Procurement Specialist

Email: joseph.perez@dncr.gov

Phone: 919-814-6733



STATE OF NORTH CAROLINA

Request for Proposal

46-DNCR-25-2065

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 ALL 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-25-2065
	Proposals will be publicly opened: February 5, 2025 at 2:00 PM ET
Using Agency: NC Division of Archives and History	Commodity No. and Description: 931417- Culture
Requisition No.: RQ159651	

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 and 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.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Department of Natural and Cultural Resources)</p>
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1.0 PURPOSE AND BACKGROUND

Bentonville Battlefield State Historic Site (hereinafter SHS), a division of the North Carolina Department of Natural and Cultural Resources (hereinafter DNCR) seeks a qualified Vendor to assist in documenting, compiling, and analyzing the history and significance of the cultural landscape of Bentonville Battlefield SHS. The Vendor shall provide treatment guidance, identify management objectives, and ultimately prepare a scope of work for the preservation, restoration, and reconstruction of Bentonville Battlefield.

The Battle of Bentonville, fought March 19-21, 1865, was the last full-scale action of the Civil War in which a Confederate army was able to mount a tactical offensive. This major battle, the largest ever fought in North Carolina, was the only significant attempt to defeat the Union armies of Gen. William T. Sherman during their march through the Carolinas in the spring of 1865.

Bentonville Battlefield State Historic Site was founded in 1957. At that time the site consisted of 50 acres centered on the ca 1855 Harper House which served as a hospital during the battle. The historic site's expansion was modest in scope until the 21st century when the American Battlefield Trust and associated organizations targeted Bentonville as an ideal candidate for preservation.

These much-needed preservation efforts resulted from Bentonville's listing as a Priority 1 – Class A battlefield in need of protection by the Congressionally mandated Civil War Sites Advisory Commission and the site's National Historic Landmark designation both in the 1990s. The battle was fought on roughly 6,000 acres of land. The site now administers 2,315 acres of that.

The selected Vendor shall provide DNCR and Bentonville Battlefield SHS with a comprehensive cultural resource documentation and analysis of the cultural landscape that will form future stewardship and battlefield preservation. Funding will be made possible by a grant from the National Park Service's American Battlefield Protection Program (ABPP).

DNCR seeks a Vendor to produce a comprehensive two-part Cultural Landscape Report for the project area which comprises the entire 6,000-acre battlefield "study area" as defined by the 1993 Civil War Sites Advisory Commission report and by Bentonville's 1996 National Historic Landmark designation. The Cultural Landscape Report shall be broken up as follows:

Part 1: The selected Vendor shall document, compile, and analyze the character-defining features and significance of the battlefield.

Part 2: The Vendor shall create a comprehensive treatment plan for the project area. The treatment plan will be divided into two sections, (Part A:) consisting of currently actionable items on 53 tracts totaling approximately 2,000 acres currently preserved by the historic site and the American Battlefield Trust and (Part B:) possible future actions when additional properties are acquired.

Treatment recommendations should meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for the Treatment of Cultural Landscapes ("SOI Standards").

This project will be fully funded by a grant from the National Park Service's American Battlefield Protection Program and submitted proposals shall not exceed \$113,560.00. The most qualified bidder will be selected based on criteria established in this RFP. Bidders should consider in their proposed budgets and timelines that the historic site and its partners retain substantive archival research for the battle period, including historic maps, and firsthand accounts from battle participants – much of which is digitized (though not all). Additionally, a preservation plan was crafted by the Jaegar Company for the battlefield in the late 1990s. These resources will be freely shared with the Vendor.

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

1.1 CONTRACT TERM

The Contract shall begin on the date of final Contract execution (the “Effective Date”) and end February 15, 2026. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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 6, 2025
Urged and Cautioned Site Visit	Vendor	January 23, 2025 at 10:00 AM ET
Submit Written Questions	Vendor	January 27, 2025 by 5:00 PM ET
Provide Response to Questions	State	January 30, 2025 by 5:00 PM ET
Submit Proposals	Vendor	February 5, 2025 by 2:00 PM ET
Contract Award	State	TBD

The Department of Natural and Cultural Resources will conduct public bid openings via conference call on Wednesday, February 5, 2025, at 2:00 PM ET. Below is the call-in information for bid opening.

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

Video Conference ID: 287 596 659 540

Phone Conference ID: 356 752 301#

2.5 SITE VISIT Urged and Cautioned Site Visit

Date: January 23, 2024
Time: 10:00 AM Eastern Time
Location: 5466 Harper House Rd.
Four Oaks, NC 27524
Contact #: 984-201-8087

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-25-2065– 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) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments. This cover letter shall be executed by an entity authorized to execute a contract with the North Carolina Department of Natural and Cultural Resources for these services and include direct phone, email, and address information for that entity.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor’s Proposal addressing all Specifications of this RFP. (Sections 4.5,4.6, 5.3, 5.4, and Section 6.1)
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

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 IFB 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 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:

The criteria listed below will be applied to each proposal response:

CRITERIA		MAXIMUM POINTS
Overall Experience of Company & Demonstrated Results <i>(Section 4.5 Vendor Experience, Section 4.6 References)</i>		35 Total
1	The Vendor demonstrates successful experience in carrying out similar types of projects as described in the RFP and provided references for services of a similar size and scope to those in the RFP. These include at least three (3) references from clients for whom the firm has performed similar services.	35 points
Project Organization/ Technical Approach <i>(Section 5.3 Project Organization, Section 5.4 Technical Approach)</i>		40 Total
1	The proposal response clearly demonstrates the Vendor’s understanding of the project work included in the RFP. Proposals shall identify key personnel assigned responsibility to the project along with all other individuals (and their respective locations) supporting the work. Each project team member identified shall be listed within the proposal, including their title within the company, and the percentage of their availability to contribute to the work product. Please note, senior leadership or point of contact (POC) are expected to contribute at a high level and shall not be substituted without the expressed approval of the Contract Manager.	20 points

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 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

Invoices must be submitted to the following address:

Accounts Payable
Department of Natural and Cultural Resources
4605 Mail Service Center
Raleigh, NC 27699-4605

Or Invoices can be emailed to: DNCRaccounts payable@dncr.nc.gov

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 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.

4.4 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 with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Qualifications of all executive, managerial, legal, and professional personnel to be assigned to this project shall, at minimum, meet the Professional Qualification Standards of the Secretary of the Interiors Standards and Guidelines for Archaeology and Historic Preservation. A full list of these standards can be found at [Professional Qualifications Standards \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards).

4.6 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 include Project Name, Project Location, Project Contact (including name, phone number, and email address) and a brief summary (one to two paragraphs at most) describing the work completed. 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 may be considered in the evaluation of the Proposal.

4.7 PERSONNEL

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

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

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- Small Purchases

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

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The selected Vendor, working in coordination with DNCR/Bentonville Battlefield SHS, with oversight provided by the NPS’ ABPP, the North Carolina State Historic Preservation Office (HPO), and the American Battlefield Trust (ABT) shall envision and plan for the development of a comprehensive Cultural Landscape Report with supporting documentation.

Work for Part 1 shall be conducted within the boundaries of lands owned by Bentonville Battlefield SHS and the American Battlefield Trust, as well as land where the state or other entity is actively engaged in acquisition, or holds easements, covenants, or other interest in the property, lying within the established boundaries of the 6,000-acre study area of Bentonville Battlefield. Work for Part 2 shall specifically be comprised of 53 tracts totaling approximately 2,315 acres and identified in the RFP exhibits as “Project Area Map.”

Activities shall be conducted in a manner that meets, as applicable, any federal, state, and local standards, ordinances, and guidelines. Work shall be conducted by Vendor meeting the Secretary of Interior Professional Qualifications Standards, 36CFR Part 61.

5.2 TASKS/DELIVERABLES

The Vendor shall complete the following tasks/deliverables no later than January 5, 2026, in five distinct phases, as follows:

Phase I: Strategic Kickoff

Vendor shall facilitate a meeting (virtually or in person) within 15 business days of notice of award, with DNCR representatives from Bentonville Battlefield SHS and HPO. Additional stakeholders such as the Friends of Bentonville Battlefield, Inc. and the American Battlefield Trust should be invited but are not obligated to attend. The focus of the kickoff will be to confirm schedule, assign and coordinate tasks, and reviews. During the meeting the following considerations will be confirmed and clarified:

- Refinement of resources for investigation;
- Primary repository information made available by the Contract Manager and stakeholders;
- Clarification on historical contexts to be investigated, and;
- A guided tour of the battlefield and Bentonville community by site management.

Following the meeting, Vendor shall submit the following deliverables to the Contract Manager specified in Section 6.1 within 30 days following the project kickoff:

- 1a. Meeting agenda, and meeting summary.
- 1b. Comprehensive project schedule (Spreadsheet format).
- 1c. Roster of resources and repositories for review.

Phase II: Cultural Landscape Report - Part I:

The Vendor shall undertake all work necessary to deliver a comprehensive documentation, assessment, and analysis of the cultural landscape for all lands encompassing the 6,000 acre Project Area. The resulting report shall document character defining features and integrity during the period of significance (March 19 -21, 1865) through the present. This should be accomplished through narratives, maps, illustrations, and photographs for the cultural landscape.

While the development of the Cultural Landscape Report should focus on March 1865 to the present, information from before this period of significance is welcomed when it affected the cultural and natural landscape of the area that became a battlefield (i.e. topography, settlement patterns, and other defining features that existed in 1865 and those that remain now).

Following the Kickoff Meeting, the Vendor shall proceed with the research, documentation, investigation, and analysis of the cultural landscape necessary to produce the Cultural Landscape Report. This report shall include at minimum the following tasks:

- Documented method of working with the staff and volunteers of the historic site to identify a comprehensive list of additional stakeholders. Stakeholders may include the site’s non-profit organization, local property holders, conservancy groups, heritage organizations, and the historic site’s visitors. These stakeholders should be given ample opportunity to give feedback as the project progresses.
- Identification of additional potential repositories.
- Field investigation and documentation of existing conditions with site staff and stakeholders.
- Archival Research
- A written document compiling the historical narrative (including period illustrations, maps, plans, photographs, etc.) for each of the following character defining features as they relate to this period of significance:
 - Natural systems, features, and land use;
 - topography;
 - views;
 - vegetation;
 - spatial organization;
 - structures;
 - water features
 - historic property boundaries.
- A document providing narrative overview and mapping of period military terrain (KOCO) features including:
 - Key terrain;
 - observation points;
 - cover & concealment;
 - obstacles (natural and manmade);
 - avenues of approach and retreat – to include roadbed changes.
- Integrity Assessment narrative and analysis plan comparing the historic integrity of the March 19 - 21, 1865 landscape against existing conditions.

The Vendor shall assimilate these findings into a comprehensive report, incorporating the findings of the tasks as the following deliverables to be submitted :

- Illustrated documentation of existing conditions, narrative of character defining features, and integrity assessment narratives.
- Annotated historic plans, maps, images, photographs, sketches, etc. and an accompanying narrative that documents the landscape during the three days of the battle.
- Detailed period plan that documents the character defining features that were present during the three days

of the battle.

- Detailed period plan delineating KOCO features from March 1865.
- Detailed landscape integrity analysis plan that (1) identifies extant character-defining features from the period of significance; (2) identifies character-defining features that no longer exist from the period of significance; (3) identifies extant later character-defining features that appear after the period of significance. Each of the three layers shall be differentiated on the same plan to be easily recognized. Each of the three layers shall also be created in different documents for easy reference.
- Plans should be in AutoCAD or Arc GIS – scale and sheet size to be negotiated.

Phase III: Cultural Landscape Report - Part II: Treatment Plan

The Vendor shall, in collaboration with the Contract Manager, create a comprehensive treatment plan for the project area that meets the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for the Treatment of Cultural Landscapes ("SOI Standards"). The treatment plan shall be divided into two sections:

- Part A) will focus on existing preserved tracts and properties.
- Part B) will focus on properties likely to be preserved in the future.

While crafting this plan the Vendor shall provide the Contract Manager, NPS, and identified stakeholders an opportunity to review and comment at 60% completion of the draft document. The Contract Manager and Stakeholders' comments shall be addressed in the final draft of the Cultural Landscape Report, Part 2. The Vendor shall also provide the Contract Manager and Stakeholders the opportunity to review and comment on the final draft once it reaches the 90% completion threshold. This part of the Cultural Landscape Report shall feature plans for the selected treatments of the currently preserved property, both near-term (Part A) and long term (Part B.) This could include, but is not limited to, the following:

- Reforestation; the removal of trees; the removal of structures or buildings; regrading; etc.
- Recommendations for the treatment (preservation, rehabilitation, restoration, or reconstruction) of character defining features such as breastworks, rifle pits, fields, tree lines, fence lines, roads, structures and buildings, archaeological resources, etc.
- Recommendations for public accessibility throughout the site. These may include, but are not limited to: remote battlefield locations, trails, accessible trails or sidewalks, pedestrian bridges, vehicular pullovers/additional vehicular access, and wayfinding.
- Recommendations for other improvements and increased interpretation of the site. This may include but is not limited to a new visitor center and required supporting features. Recommendations for the location of these new facilities should also be included.

The completed treatment plan will assimilate these findings into a comprehensive report, incorporating the findings of the tasks as the following deliverables to be submitted by the Vendor:

- Assist the Contract Manager in identifying management objectives throughout the project area.
- Assist the Contract Manager in identifying specific treatments throughout the project area.
- Final Report should articulate a preservation strategy, based on collaboration with the Contract Manager and stakeholders, for the long-term management of the cultural landscape based on the significance and integrity of the character defining features and the use of the site and objectives of the Contract Manager. The plan should include a narrative and schematic plans or illustrations that address the entire project area and specific identified areas or sites within the project area. As previously stated, this should contain sections (a.) that address currently preserved parcels and (b.) parcels that may be preserved in the future.

Phase IV: Reviewing Meetings & Document Submissions

The Vendor shall, at the outset of the project and in-coordination with the Contract Manager schedule review meetings and draft document submissions meetings in accordance with the following:

- Contract Manager coordination meetings (virtual/in-Person) held no less than once quarterly.
- Hold at least two stakeholder review meetings (virtual/in-person). As previously established in this document the list of stakeholders will likely grow following the project kickoff meeting and will encompass

- multiple diverse groups, including descendants of 1865 inhabitants.
- Hold at least one public meeting presenting the interim or draft findings to the public.
- General timeframes for conducting field research/ site access permissions
- 60% Drafts report submittal (allow 30-day review).
- 90% Draft support submittal (allow 30-day review).
- Final submittal of all materials.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. This shall include identification of key personnel assigned to the project along with all other individuals (and their respective locations) supporting the work. Each project team member identified shall be listed within the proposal, including their title within the company, and a percentage of their availability to contribute to the work product. Please note, senior leadership or point of contact (POC) are expected to contribute at a high level and shall not be substituted without the expressed approval of the Contract Manager. If sub-Contractors are anticipated to complete the work their anticipated percentage of the workload and their overall fee shall be clearly delineated.

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 of this RFP. Vendor’s explanation of their approach to accomplishing tasks shall demonstrate an understanding of the Scope of Work and the project areas. A description of each task and deliverable and the schedule for accomplishing each shall be included. The Vendor’s proposal response shall clearly illustrate the Vendor’s knowledge and expertise of the “Battle of Bentonville” military campaign. Submissions should not be overly complex nor longer than ten (10) single-sided pages in length for scope response. Additional pages or stand-alone credentials with program examples may be added but may not exceed an additional ten (10) single-sided pages. Only electronic submissions in pdf format will be accepted. Responsive bidders may provide additional supporting material in a stand-alone document to include promotional summaries on past successful projects completed within the last five years.

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.

Vendor Project Manager:

Name

Address

Email

Telephone Number

Department of Natural and Cultural Resources Contract Administrators

State’s Contract Manager For All Day-To-Day Activities Described In Section 5.2, Tasks and Deliverables	Procurement Lead For All Other Contract Issues
Colby Stevens Site Manager Bentonville Battlefield State Historic Site Division of State Historic Sites and Properties 5466 Harper House Road Four Oaks, NC 27529 Phone: 984-201-8086	Joseph Perez Procurement Specialist Procurement Office NC Department of Natural and Cultural Resources 4605 Mail Service Center Raleigh NC 27699-4605 Phone: (919) 814-6733

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 PERIODIC QUARTERLY STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Manager on a quarterly basis. 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 report shall include a description of the activities during the reporting period and the activities planned for the ensuing reporting period. The first reporting period consists of the first four months of performance and should be submitted on or before the 15th calendar day following the last day of each reporting period.

6.5 ACCEPTANCE OF WORK

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

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

exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 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 Procurement Lead.

6.8 ATTACHMENTS

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

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

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ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

Pricing shall be submitted ONLY on this form in the format provided.

ITEM NO.	DESCRIPTION	TOTAL PRICE
1	Total turn-key price for completion of Phase I as outlined in Section 5.2.	\$ _____
2	Total turn-key price for completion of Phase II as outlined in Section 5.2.	\$ _____
3	Total turn-key price for completion of Phase III as outlined in Section 5.2.	\$ _____
4	Total turn-key price for completion of Phase IV as outlined in Section 5.2.	\$ _____

Total Price: \$ _____