

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Request for Proposal #: 46-DNCR-25-2054

Moving Service for the NC Museum of History Collections

Date of Issue: November 12, 2024

Proposal Opening Date: November 26, 2024

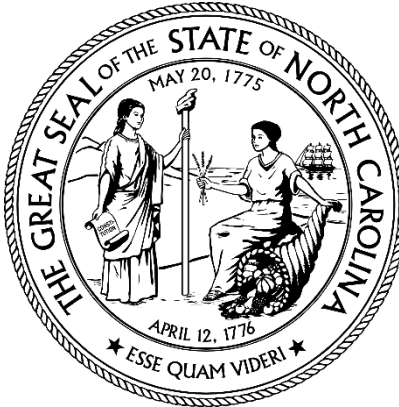
At 2:00 PM ET

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-25-2054

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

| | |
|---|--|
| Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: | Request for Proposal #: 46-DNCR-25-2054 |
| | Proposals will be publicly opened: November 26, 2024 at 2:00 pm EST |
| Using Agency: NC Museum of History | Commodity No. and Description: 721540 Specialty Buildings and Trades Services |
| Requisition No.: RQ154783 | |

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 ninety (90) 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 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 | MANDATORY SITE VISIT | 8 |
| 2.6 | PROPOSAL QUESTIONS | 9 |
| 2.7 | PROPOSAL SUBMITTAL | 9 |
| 2.8 | PROPOSAL CONTENTS..... | 10 |
| 2.9 | ALTERNATE PROPOSALS | 11 |
| 2.10 | DEFINITIONS, ACRONYMS, AND ABBREVIATIONS | 11 |
| 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..... | 12 |
| 3.4 | EVALUATION CRITERIA..... | 13 |
| 3.5 | PERFORMANCE OUTSIDE THE UNITED STATES..... | 13 |
| 3.6 | INTERPRETATION OF TERMS AND PHRASES | 14 |
| 4.0 | REQUIREMENTS | 14 |
| 4.1 | PRICING..... | 14 |
| 4.2 | INVOICES..... | 14 |
| 4.3 | FINANCIAL STABILITY | 15 |
| 4.4 | HUB PARTICIPATION | 15 |
| 4.5 | VENDOR EXPERIENCE | 15 |
| 4.6 | REFERENCES | 15 |
| 4.7 | PERSONNEL..... | 16 |
| 4.8 | VENDOR'S REPRESENTATIONS | 16 |
| 4.9 | QUESTIONS TO VENDORS | 16 |
| 4.10 | INSURANCE..... | 16 |
| 4.11 | AGENCY INSURANCE REQUIREMENTS MODIFICATION | 17 |
| 5.0 | SPECIFICATIONS AND SCOPE OF WORK | 17 |
| 5.1 | GENERAL | 17 |
| 5.2 | TASKS/DELIVERABLES | 18 |
| 5.3 | PROJECT ORGANIZATION..... | 19 |

5.4 TECHNICAL APPROACH19

5.5 CERTIFICATION AND SAFETY LABELS19

6.0 CONTRACT ADMINISTRATION.....20

ATTACHMENT A: PRICING FORM22

1.0 PURPOSE AND BACKGROUND

The Department of Natural and Cultural Resources (hereinafter, "Department") seeks proposals from Vendors specializing in fine arts moving to move the collections and storage equipment of the NC Museum of History (hereinafter referred to as "Museum") from 5 East Edenton Street, Raleigh, NC to two (2) warehouses within 20 miles of the museum. The work consists of moving the artifact collection, which consists of 90,000+ items and is located on all floors and the exterior of the building. The existing shelving and storage equipment at the Edenton Street location will need to be disassembled, transported to the warehouse, then reassembled by the Vendor.

Many of the artifacts will need specialized handling, and some will need specialized rigging by the Vendor. The types of artifacts have a range of fragility and are a range between household items, clothing, jewelry, furniture, military armaments, structures, cars, and small appliances. It is anticipated that approximately 3/4 of the packing will be accomplished by Museum staff, the Vendor will need to complete the rest. Early estimates indicate about 350 pallet loads plus large furniture and rigged items.

All packing materials will be furnished by the Museum but carts, A-Frames, and specialized rigging equipment, these items shall be furnished by 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 April 15, 2025. 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 | November 12, 2024 |
| Hold Site Visit | State | Nov. 18, 2024 at 2:00 PM EST |
| Submit Written Questions | Vendor | Nov. 20, 2024 by 5:00 pm EST |
| Provide Response to Questions | State | Nov. 22, 2024 by 5:00 PM EST |
| Submit Proposals | Vendor | November 26, 2024 by 2:00 PM EST (To be held via Conference Call – Details Below) |
| Contract Award | State | TBD |

The Department of Natural and Cultural Resources will conduct public bid openings via conference call on Tuesday, November 26, 2024, 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: 116 417 697 4

Phone Conference ID: 208 273 496#

2.5 MANDATORY SITE VISIT

Date: November 18, 2024
 Time: 2:00 PM Eastern Time
 Location: 5 East Edenton Street
 Raleigh, NC 27601
 Contact #: 919-814-6978

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

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

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

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

2.6 PROPOSAL QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP # 46-DNCR-25-2054– 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.
- 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. [Section 4.5, Section 4.6, Section 4.9, Section 5.3, Section 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

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 technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Vendor will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not.

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

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

3.4 EVALUATION CRITERIA

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

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

| CRITERIA | | MAXIMUM POINTS |
|--|---|-----------------|
| Overall Experience of Company & Demonstrated Results (Section 4.5 Vendor Experience, Section 4.6 References) | | 35 Total |
| 1 | The Vendor demonstrates a successful experience in carrying out similar types of projects as described in the RFP and provided references are for services of a similar size and scope to those in the RFP. Documentation showing a minimum of seven (7) years in business providing a similar service. | 35 points |
| Project Organization/ Technical Approach (Section 5.3 Project Organization, Section 5.4 Technical Approach) | | 40 Total |
| 1 | The proposal response clearly demonstrates the Vendor's understanding of the project work included in the RFP. 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 each person Vendor proposes to staff the work. | 20 points |
| 2 | The Vendor's technical approach provided in the proposal demonstrates an understanding of the Scope of Work and project area(s). | 20 points |
| Pricing/Cost Effectiveness (ATTACHMENT A: PRICING FORM) | | 25 Total |
| 1 | Proposed budget is sufficient to ensure completion of the project work, and each cost is reasonable and necessary. | 25 points |

Total Points 100

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 25. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$25 \text{ points} \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the Vendor proposal being evaluated}}$$

Results would be the percentage of points Vendor would receive for NOT being the lowest cost.

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 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

Timeline for Invoicing:

Invoice I: Vendor may submit an invoice for 20% of total bid price listed on ATTACHMENT A: PRICING upon final approval of the relocation plan.

Invoice II: Vendor may submit an invoice for 50% of total bid price listed on ATTACHMENT A: PRICING after all artifacts, containers and shelving for Warehouse #1 have been moved and set up satisfactorily.

Invoice III: Vendor may submit an invoice for 30% of total bid price listed on ATTACHMENT A: PRICING after all artifacts, containers and shelving for Warehouse #2 have been moved and set up satisfactorily.

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. The Vendor shall have a minimum of seven (7) years experience moving fine art collections documented in their proposal. 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.

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, **at a minimum, seven (7) years** of Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall 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 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 may be reviewed as part of the evaluation process.

1. How many years experience does your company have with coordinating moves this large?
2. What rigging crews will you be using to complete this work?
3. What are the current limits to your company's insurance per truck?

4.10 INSURANCE

Awarded Vendor shall have commercial liability insurance as it relates to the Vendor's role in providing services enumerated in this RFP and provide proof of insurance to the NC Department of Natural and Cultural Resources within five (5) days of contract award. A Risk assessment has been conducted based on the non-exclusive factors listed below and is documented in the official agency file.

1. *Potential for damage to State property or property of a third party,*
2. *Potential for bodily injury to State employees or third parties,*
3. *Whether Vendor will transport State property, clients, or employees,*
4. *Use of a vehicle to accomplish the work or to travel to or from State locations.*

Because of the move of the entire museum collection, there will be a mix of artifacts on each truck. There will be military uniforms, flags, silver, artwork, firearms, furniture and all types of other valuables. They will not be necessarily boxed by type on the pallets. At minimum, due to uncertainty at any given time over what might be in each load being moved it should be a requirement of their insurance policy to cover \$25 million per load.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

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

Commercial General Liability

\$50,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The North Carolina Museum of History is part of the State Archives and History Division within North Carolina's Department of Natural and Cultural Resources. The primary purpose of the museum is to collect and preserve artifacts and other historical materials relating to the history and heritage of North Carolina in a local, regional, national, and international context to assist people in understanding how the past influences the present.

A qualified Vendor is needed to move the artifact collection, which consists of 90,000+ items and is located on all floors and the exterior, from the Museum located at 5 East Edenton Street in Raleigh, NC (see ATTACHMENT I and ATTACHMENT J), and complete delivery of those artifacts to two (2) off-site storage locations within 20 miles of Raleigh. The existing shelving and storage equipment at the Edenton Street location will need to be disassembled, transported to the warehouse, then reassembled by the Vendor. Some items will need specialized rigging by the Vendor, and these are listed in ATTACHMENT J. Note: In this document, artifact, objects, and collection are used interchangeably to mean the artifact collection.

The following dates are for planning purposes. The move is anticipated to occur approximately 11/15/2024-3/28/2025. The dates below represent the Museum of History's projected warehouse lease start dates.

| | |
|-------------------|---|
| November 15, 2024 | Lease starts at Warehouse #1 Deep Storage |
| February 1, 2025 | Lease starts at Warehouse #2 Exhibit Prep |

During the duration of this contract, the Department will be responsible for the following duties which will run concurrently with the work of the Vendor:

1. Assist in planning, coordination and oversight only.
2. Inventory all artifacts prior to the boxes being put onto the pallets. An inventory of containers will be done prior to departing the Museum, and upon arrival at the Warehouse.
3. Be responsible for documenting the sequence in which containers shall be moved.
4. Provide electric power at the Warehouses.
5. Prepare written details on the workflow, process, and site plans for the existing and proposed locations to facilitate the movement of the collection.
6. Furnish appropriate staff to advise as well as provide the necessary access to the facilities each day from Monday-Friday 8am to 5pm.
7. Provide written guidelines concerning palletizing, containerizing, pallet-reloading, relocation, shelf configuration and other matters having to do with placement and care of the material.

5.2 TASKS/DELIVERABLES

The Vendor shall complete the following tasks/deliverables for all items associated with move to Warehouse #1 Deep Storage by February 15, 2025, and the following tasks/deliverables for all items associated with the move to Warehouse #2 Exhibit Prep by March 28, 2025:

1. Vendor shall develop and submit a comprehensive relocation plan for the Department's review and approval within 14 days of execution of the contract.
2. Vendor shall protect the objects from the elements (moisture, excessive dust and shock related to excessive movement) as well as provide security so that no objects are lost or damaged during the entire moving operation. This includes ensuring that the sequence of pallets/containers/large artifacts are maintained as specified by Museum staff. Vendor is to ensure containers are stacked to prevent the crushing of contents. At no time shall the Vendor leave materials in unsecure areas unattended, or inside vehicles overnight, and there shall be no layover of material in the transportation vehicles and trailers.
3. Vendor shall provide all labor, supervision, tools, equipment, transportation, and museum quality materials necessary to accomplish the work as described herein and, in Attachment I and Attachment J, to move the collection to the temporary warehouse locations and place on shelving and in storage equipment as specified by museum staff.
4. Vendor shall remove shelving and artifact storage equipment from the NC Museum of History at 5 East Edenton Street in Raleigh, NC and reinstall at the two (2) off-site storage warehouses as specified by museum staff.
5. Vendor shall assist with the remainder of that work boxing, palletizing and readying for transport the remainder of the collection, and have suitable labor, equipment and packing material to protect the artifacts during transport. The staff of the Museum will make all efforts to have the majority of the collection boxed, palletized and ready for transportation, but depending on speed of the project we anticipate that at least 3/4 of the collection will be ready for transport with the remaining 1/4 needing to be packed.
6. Vendor shall ensure that their designated Contract Manager, hereinafter "Vendor Contract Manager", is successfully coordinating all phases of the work being performed. At all times when materials are being prepared, moved, and placed in the new location, the Vendor Contract Manager shall be available and responsible for Vendor workers and work underway. The Department reserves the right to reject any Vendor Contract Manager that does not comply with the requirements of this RFP/Contract by requesting the vendor replace their contract manager for the remainder of the contract.
7. Vendor shall perform the work at each location between the hours of 8:00 am through 5:00 pm, Monday – Friday, excluding state holidays as designated by the Office of State Personnel as identified at the web link: <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays#2024-2618>.
8. Vendor shall provide vehicles designed for the transportation of various containers, pallets, and miscellaneous sized artifacts. The vehicles must be weather tight and secure while at the delivery/ pick up sites. Transfer truck trailers or truck cabs with belly boxes or low-slung fuel tanks are not to be used. The Museum of History's ramp from the sidewalk to the loading dock will not accommodate these types of vehicles because of a hump in the sidewalk. Vendors that use a "City Cab" truck without anything low-slung have had the best success.
9. Vendor shall protect all items from inclement weather. Inclement weather includes for these purposes rain, hail, snow, high wind, severe dust storms, and extreme high or low temperature due to high damage potential. Objects shall not be exposed to any forms of precipitation during this move. If, within forty-eight hours of a scheduled move, there is a forecast of any severe weather system, the move shall be rescheduled at no additional cost to the State. Wrapping, packing and/or crating inside the site facilities may continue during periods of inclement weather. In the event that inclement weather prohibits moving activity, the Vendor shall resume moving activities as soon as possible. The Museum will make the final determination on all activities involving inclement weather, including suspensions and resumptions of work.
10. Vendor shall secure all necessary permits prior to beginning the work.

11. Vendor shall ensure the Vendor's Contract Manager shall be at the work site during all working hours to ensure that work is done in accordance with the terms of the contract and shall supervise the work constantly. The Department's designated staff that is thoroughly familiar with the plans, layouts, schedules, and procedures will work closely with the Vendor's Contract Manager and staff.
12. Vendor shall ensure all staff wear a form of identification that is clearly discernible (e.g., T-Shirt bearing the company name) at all times during the move.
13. Vendor shall ensure contracted staff will be observed at all times. No contract staff will work unattended in facilities.
14. Vendor shall provide employees with fall protection as required by OSHA regulations as they will be working at elevations in excess of 10' requiring the use of fall protection equipment.
15. Vendor shall provide all lifts and ladders necessary to complete the Scope of Work.
16. Vendor shall ensure that staff refrain from eating, drinking (including water) or smoking except in designated areas, and always when handling artifacts.
17. Vendor shall dispose of all Vendor generated waste off site. Work sites, including outdoor areas, shall be kept free from food wrappers, drink containers and remains of cigarettes. Materials shall be handled with clean hands and or gloves to the extent possible.
18. Vendor shall make every effort to prevent damage to the floors, wall surfaces, corners, door frames, light fixtures, and shelving. Should damage occur, the Vendor agrees to make immediate repairs or have the Department execute the repair and deduct the amount of the repair from the Vendor's payments due.
19. Vendor shall dispose of all trash and debris daily, in receptacles that the Vendor shall provide. Upon completion of the work, the Vendor shall remove all equipment and other property belonging to the Vendor.
20. Vendor shall maintain a safe and clean working environment by keeping shelves, pallet area and workstations neat.

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.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative or outline 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 associated with the included Attachments, ATTACHMENT I: PACKING ESTIMATES and ATTACHMENT J: LIST OF LARGE ARTIFACTS REQUIRING RIGGING shall be submitted with each proposal. The Vendor's proposal response shall clearly illustrate the Vendor's knowledge and expertise of moving projects of this size and capacity.

5.5 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization acceptable to govern inspection where the item is to be located, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of

device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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 Contract 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/Contract Administrator For All Other Contract Issues |
|---|---|
| John Campbell Collections Management Section Chief NC Museum of History 5 East Edenton St. Raleigh, NC 27601 Phone: (919)-814-6978 | 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 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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 price for the development of a comprehensive relocation plan, detailing the vendor's approach, order and method of moving the collection into Warehouse #1 (Deep Storage) and Warehouse #2 (Exhibit Prep). | \$ _____ |
| 2 | Total turn-key price for to move all items into Warehouse #1. | \$ _____ |
| 3 | Total turn-key price to move all items into Warehouse #2 . | \$ _____ |