



Office of the Tax Administrator

02/02/2024

TO: Prospective Contractors
FROM: Joseph R Utley, Jr., Tax Administrator
RE: RFP #24-16-TAX – Skip Trace Service

Cumberland County is soliciting proposals for a Skip-Trace Service provider that can provide current, accurate, comprehensive, skip-trace searches on business entities and individuals based on up-to-date data. The County uses this service for conducting business regarding real and personal property tax collections and administration of property tax exemptions and exclusions (non-FCRA services). The Tax Administration Office serves a population of more than 300,000 citizens.

Specifications – See Attached

Proposals will be received in the Cumberland County Tax Administration office, 117 Dick St. Rm 570 Fayetteville, NC 28301 or PO Box 449 Fayetteville, NC 28302 at any time **before 5:00 P.M.**, as per the clock located in the Tax Administration's Customer Service Office, Rm 530 in Tax Administration office, **February 29, 2024**. Proposals may also be submitted by email to Joseph R Utley Jr., Tax Administrator at jutley@cumberlandcountync.gov and copy Amy Kinlaw at akinlaw@cumberlandcountync.gov and Lauren Smith at lmsmith@cumberlandcountync.gov subject line **MUST** read "RFP #24-16-TAX". It is the sole responsibility of the vendor to ensure that the proposal reaches the destinations listed above by the designed time and hour. If submitting by email, it is recommended that vendors obtain confirmation that email was received. Proposals received after the specified date and time will be deemed nonresponsive and cannot be considered for award. **Important Note: The Execution of Proposal (Attachment A) must be completed, signed, and submitted with proposals.**

Should additional information be necessary to prepare a proposal, written questions via email relating to such information may be submitted to Joseph R Utley, Jr. at jutley@cumberlandcountync.gov and copy Amy Kinlaw at akinlaw@cumberlandcountync.gov and Lauren Smith at lmsmith@cumberlandcountync.gov no later than 5:00 P.M., February 16, 2024. Written questions and responses will be shared with all prospective vendors. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of the contract.**

This solicitation, all attachments and addenda are incorporated herein by reference to any executed contract resulting from this request for proposal. By submitting a proposal, the vendor agrees to meet all stated requirements, specifications, and terms and conditions stated in this solicitation. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period.

All addendums and/or corrections will sent by email to vendors who submit an intent to bid and be posted to the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>

!IMPORTANT! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the Vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission

from the County Department to do so in writing. Vendor’s notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the Vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Departments shall be deemed to be acceptance of the County Department’s statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

This request for proposals and the vendor’s response will be part of the final contract terms and conditions between the vendor and the COUNTY.

The County reserves the right to reject any and all proposals.

SERVICE SPECIFICATIONS

Requesting Comprehensive Skip-trace Services, (Non-FCRS Services) with the Following Capabilities:

- Accurate, comprehensive, and up-to-date searches for conducting county government business regarding real and personal property tax collections, as well as administration of property tax exemptions and exclusions.
- Capability to conduct reverse searches; for example, if the user has only the street address, the search will return all associated records, to include current and historical address and other associative links.
- Ability for staff administrator to change user accounts among employees as seasonal workflows change, to include adding, suspending, or deleting users. In addition to the ability to access invoices and run usage reports.
- Comprehensive training for users and easy customer service access.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the proposer. However, the specifications are not intended to purposefully exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question-and-answer period described in Section 2.3.

If the vendor does not submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications. The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

VENDOR’S RESPONSE REQUIREMENTS

Vendors **must** include the following in their proposal. Information must be titled and ordered as below. Excluding required information or submitting in the wrong format, may result a proposal being considered nonresponsive.

A. Qualifications and Experience

In the proposal, vendor shall describe experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland.

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

| COMPANY NAME | CONTACT NAME | TELEPHONE NUMBER | EMAIL ADDRESS |
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B. Product Demonstration

Each vendor has been requested to provide a demonstration of their product with the following objectives:

- To evaluate the search abilities, search methods, search feedback.
- Ease of understanding information populated by search.
- Effort required to access desired functions or data.
- Online Help capabilities.
- To evaluate screen layouts, menu navigation, and data formats.
- To assess the accuracy of search results.

C. Cost/Pricing

Per User, Per Month Pricing:

- Define the flat rate per user, per month to conduct unlimited number of business and/or person searches for the following number of users:
 - 20-30 users
 - 30-40 users (or similar pricing structure)
- Define pricing options for the above number of users to include the options for a 1-, 2-, and 3-year(s) term.

Batch Pricing:

- Include quotes for batch pricing to include the price per inputs searched, number of batches that can be conducted per year; specify if there are different prices for different levels of inputs per batch.

Flat Rate Pricing

- Detailed list of types of searches and reports included in the flat rate price schedule.
- List of charges for extra features not included in the flat rate price schedule.

The Execution of Proposal (Attachment A) must be completed, signed, and submitted with proposals.

List all other terms and conditions, considerations, and fees. Please be sure to note any minimum requirements per service year. Please attach additional sheets, if necessary. Vendors may attach on a separate sheet with any other type of discounts that are available.

List sales tax separately in your proposal and list/identify any other charges. If discount is available for prompt payment or bulk order, identify terms so it may be considered in analyzing proposal.

EVALUATION CRITERIA

All proposals will be evaluated initially to determine if they meet the minimum requirements, the proposal must be complete and be in compliance with all requirements of the RFP.

Criteria to be considered in evaluation will include:

- a. **Qualifications and Experience (10 points):** Proposals will be evaluated based on their qualifications and experience for performing the requested Skip-Trace Services.
- b. **Product Demonstration (10 points):** Proposals will be evaluated based on the product demonstration to include but not limited to showing how to navigate the system and real time skip-trace services and/or research with accurate results.
- c. **Cost/Pricing (10 points):** Price shall be considered but need not be the sole determining factor.

METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

TERMS AND CONDITIONS

IRAN DIVESTMENT ACT: As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.”

DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL: The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR’S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

TERM: The terms and conditions of the executed contract will have the option to renew for additional annual terms upon written consent by both parties.

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- _____ This proposal was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

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| VENDOR: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & COUNTY & ZIP: | TELEPHONE NO: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: | EMAIL: |