

STATE OF NORTH CAROLINA

Department of Administration

Request for Proposal #: 13-DOA1136461625

**Vehicle Towing, Storage and Auction Services for DWI Offences and for Felony
Speeding to Elude Arrest Program**

Date of Issue: July 15, 2024

Proposal Opening Date: August 5, 2024

At 2:00PM ET

Direct all inquiries concerning this RFP to:

Meredith Swartz

Procurement Officer

Email: Meredith.swartz@doa.nc.gov

Phone: 984-236-0083



STATE OF NORTH CAROLINA

Request for Proposal

13-DOA1136461625

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 Administration

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details.	Request for Proposal #: 13-DOA1136461625
	Proposals will be publicly opened: August 5, 2024 @ 2:00PM ET
Using Agency: State Surplus Property	Commodity No. and Description: 781415 - Transport arranging services
Requisition No.: RQ120612	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Department of Administration)

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1.0 PURPOSE AND BACKGROUND

North Carolina General Statutes provide for the seizure, maintenance, storage, and eventual sale of vehicles operated by drivers arrested for repeat driving while intoxicated (DWI) Offences and for Felony Speeding to Elude Arrest. North Carolina General Statutes 20-28.2, et seq. (the “Program”). Previously, this Program was administered by the Department of Public Instruction, however in 2015, operation was transferred to the North Carolina Surplus Property (the “Agency”).

North Carolina Department of Administration (NCDOA), State Surplus Property (the “Agency”), is seeking to contract with qualified Vendor(s) to provide towing, storage, processing, maintaining, and auctioning services of vehicles seized under the Program in compliance with North Carolina General Statutes 20-28-2 through 20-28.9. It is also the intent of this RFP to ensure accountability between the awarded Vendor(s) and the Agency as it relates to pertinent documentation and record keeping of the work performed. The scope of this RFP applies to all counties in North Carolina except Cleveland County.

The intent of this solicitation is to award an Agency Specific Contract. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

1.1 CONTRACT TERM

Towing Services Term: The Contract shall have an initial term of one (1) year, beginning on the date of contract execution by the parties (the “Effective Date”). The Vendor shall begin work under the Contract within ten (10) business days of the Effective Date.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Storage and Sale Term: The awarded Vendor shall continue the storage services and sale requirements per North Carolina General Statutes 20-28.2 through 20-28.9 for life of each vehicle seized under this contract beyond the towing service term.

Vendor agrees to provide for the lawful sale of any vehicles not previously disposed by the end of the Towing Services Term. The provisions of this contract for the sale of such vehicles and compensation of the Vendor shall apply and survive the contract.

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	July 15, 2024
Submit Written Questions	Vendor	July 22, 2024 @ 12:00PM ET
Provide Response to Questions	State	July 25, 2024
Submit Proposals	Vendor	August 5, 2024 @ 2:00PM
Contract Award	State	TBD
Contract Effective Date	Vendor	November 1, 2024

The Department of Administration will be conducting live bid openings over Microsoft Teams conference call. Below is the call-in information for this procurement's bid opening scheduled for August 5, 2024 at 2:00 PM ET.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 239 613 467 841

Passcode: nePVzf

Dial in by phone

[+1 984-204-1487,46997848#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 469 978 48#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 116 007 288 0

2.5 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 # 13-DOA1136461625– 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.

2.6 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.

2.7 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) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Response addressing all Specifications and Scope of Work of this RFP.
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 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) BUSINESS HOURS: Monday through Friday, 8:00 AM to 5:00 PM ET, excluding State of North Carolina holidays.
- b) DMV: North Carolina Department of Motor Vehicles.
- c) DIT: North Carolina Department of Information and Technology.
- d) DOA: North Carolina Department of Administration.
- e) NCXCLOUD: Reporting Software used that links to the DMV Vehicle Tracking System (STARS) *replaced XNET. NCXCloud is a DIT-managed on-premise content services platform that can seamlessly connect content and distribute it to users across multiple connected systems within state agencies, counties, universities and hospitals. Administrative functions include limiting access to certain content and providing full access control based on user requirements.
- f) OWNER: The person or entity that has legal title to the Seized Vehicle.
- g) PROGRAM: The program managed by State Surplus under North Carolina General Statutes 20-28-2 where the seizure, maintenance, storage, and eventual sale of vehicles operated by drivers arrested for repeat DWI Offences and for Felony Speeding to Elude Arrest.

- h) REGION: Services under this contract are to be awarded based on an “East” and “West” Regions.
Eastern Region: East of and including Anson, Montgomery, Randolph, Alamance and Caswell counties.
Western Region: West of and including Union, Stanly, Davidson, Guilford, and Rockingham. Cleveland County is also part of this region, but the Board of Education in Cleveland County manages its own seized vehicles program and is excluded from this contract.
- i) SEIZED VEHICLE: A vehicle seized under the authority of North Carolina General Statutes 20-28.2 or G.S. 20-28.3.
- j) STARS: State Title and Registration System, managed by DMV.

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 multiple Vendors, 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 using Vendor's response to Section 4.1 PROPOSAL REQUIREMENTS and Attachment A: COST PROPOSAL, and award made based on considering the following criteria, to result in an award most advantageous to the State:

Technical 60 Maximum Points (10 Points for each of the areas below)

1. **Experience** – Evaluation of the Vendor's prior experience and how that relates to the requirements and scope of this RFP. (Section 4.1.1 Vendor Experience).
2. **Operations** – Evaluation of the Vendor's capability to meet general requirements of the RFP and evaluation of the Vendors established sub-contractor tow contracts. (Section 4.1.2 Operations).
3. **Capacity** – Evaluation of the Vendor's sufficient equipment, storage, and staffing capabilities. (Section 4.1.3 Capacity).
4. **Auction** – Evaluation of the Vendor's auction techniques and procedures. The State prefers simulcasting auctions. (Section 4.1.4 Auctions).
5. **Services** – Evaluation of the Vendor's capability to meet and exceed the service objectives. (Section 4.1.5 Service).
6. **Reporting** – Evaluation of the Vendor's reporting tools and procedures. (Section 4.1.6 Reporting).

Price 40 Maximum Points (ATTACHMENT A: COST PROPOSAL)

Cost evaluation will be determined by the Vendors proposed “VENDOR TOW FEE and VENDOR DAILY STORAGE FEE” (20 points each) for the Region in which it is bidding. The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost in each of the fees will receive a score of 20. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$20 \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

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 PROPOSAL REQUIREMENTS

Vendor shall respond in its proposal to each of the sections below. **Sections should be tabbed and titled as listed.** Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process. Vendor shall provide information for each of these topics for each Region it is bidding.

- 4.1.1 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 of North Carolina. Vendor shall cite experience by providing minimum of three (3) examples of experience with similar projects performed by the Vendor within the last five (5) years. Vendor shall describe services rendered for each of these projects.
- 4.1.2 Operations:** Vendor must describe its technical approach to meet each of the requirements of Section 5.2 of this RFP. Description shall include information as the Vendor's intake of initial request for tow, dispatch operations, and communication lines between drivers, law enforcement and dispatch. Vendor shall provide proof of insurance per Section 4.11 of the RFP. Vendor shall submit with its proposal (using Attachment A: Cost Proposal) the subcontractor list and rates to be used per Section 5.4.1 of the RFP. This subcontractor list must include contact information for each of the subcontractors. The State may contact these subcontractors to determine, and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.
- 4.1.3 Capacity:** Vendor shall provide an equipment list and pictures of all tow vehicles owned or subcontracted to be used under this contract. If subcontracted, Vendor shall describe the communication and operational procedures between the prime and subcontractor. Vendor shall describe and submit pictures of the storage facility in which seized vehicles will be stored under this contract. Storage facility information shall include: address(s), location(s), size and storage capacity, security measures (Fencing/gates, cameras, lighting, etc.), staffing of facility, number of full time driver staff, indoor vs. outdoor storage, ground surface.
- 4.1.4 Auctions:** Vendor must describe methods that will be used for auctions performed under this contract. The State prefers simulcasting auctions where auctions are conducted live as well as broadcast online. If the Vendor does have simulcasting abilities, provide details of simulcasting auction sales procedures for online bidders. Include details of time schedule for payment and if the bidder may pay online. Vendor must describe its marketing procedures for auctions. Details must include length of advertising, locations of advertising, online auction announcements, social media advertising efforts, auction lists and availability of lists, day of auction services (bathrooms, food services, parking, staff, licensed auctioneer, etc.), details of advertising (photos, graphics, vehicle descriptions, etc.).
- Vendor shall describe any additional services offered to maximize the value of vehicles sold at auction in an effort to increase potential funds given to the local Board of Education under this Program.
- 4.1.5 Service:** Vendor is to describe its service objectives and resources including but not limited to: Vendor's web presence; operational hours where staff is onsite and available for contact via phone and email; phone and email communication capabilities with law enforcement, the State, vehicle owners and local towing companies; types of payments that will be accepted including list of major credit cards accepted and at which locations; details on how and where innocent owners get their vehicles and personal belongings; etc.
- 4.1.6 Reporting:** Vendor is to describe its method for reporting and inventory controls used to meet the record keeping requirements of this RFP under Section 5.6.

4.2 PRICING

Proposal price shall constitute the total fees collected against the sale value of the seized vehicle for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: COST PROPOSAL and upload in Sourcing Tool.

4.3 VENDOR COMPENSATION

- A. The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal and accepted by the State.
- B. The Vendor will be paid upon sale of each vehicle for the amounts due for towing and storage of that vehicle solely from the available proceeds of the sale. Only one (1) subcontracted tow fee may be taken from the proceeds of a vehicle sold at auction.
- C. Neither the State nor the Agency shall be liable to Vendor for any amount of deficiency arising for resulting from the amount of sale proceeds paid to Vendor.

- D. Vendor shall not be paid, nor shall Vendor deduct from sales proceeds, any amount not expressly allowed in this RFP or not approved in writing by the State, in its absolute discretion, prior to incurring such cost.

4.4 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.

4.5 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.

4.6 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 as demonstrated in section 4.2.1 of its response to this RFP. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

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

4.8 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.

4.9 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

A liability insurance policy adequately covering towing in an amount approved by the Agency and a "garage keeper's" policy of \$1,000,000.00 with a per vehicle limit of at least \$50,000.00 per claim must be maintained by Vendor throughout the terms of this contract. Within ten (10) days following notification of award, Vendor shall submit a Certificate of Insurance or Endorsement, as applicable, to the Agency providing that the Agency is an additional insured under the policy and that the coverage cannot be canceled, eliminated, or materially changed (including reduction in coverage) without first providing the Agency with thirty (30) days' written notice. Vendor shall provide proof of compliance with these insurance requirements with its proposal.

Any increased insurance coverage amounts for this Solicitation are outlined above. Coverages not changed here remain as stated in the General Terms and Conditions.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The Vendor shall be responsible for towing seized vehicles to the storage location designated by the Vendor in its proposal. These vehicles are first towed by the rotation tow company at the time law enforcement impounds the vehicle. The vehicle must remain at the local tow location for 48 hours, after which the Vendor will pick up and deliver the vehicle to the designated location. The Vendor is responsible for paying the local tow company invoice.

The terms used herein are as defined in North Carolina General Statute 20-28.2 unless otherwise indicated. Vendor shall provide services herein pursuant to North Carolina General Statutes 20-28.2 through -28.5, any procedural rules established under North Carolina General Statute 20-28.7, and other applicable law. This contract solicitation is issued under the authority of North Carolina General Statute 20-28.9 and other applicable law and regulation.

Any documentation submitted to State Surplus by the vendor from section 5.6 of this RFP constitutes that the vendor agrees the vehicle is under the constructive possession of State Surplus Property and cannot enter into an agreement or contract to tow, store or sell the vehicle for any other entity.

5.2 GENERAL REQUIREMENTS

- 5.2.1 Vendor shall have and maintain at least one (1) facility to receive, process, and store towed vehicles within the Region the Vendor is bidding. Vendor must include the address of the storage facility to be used for each Region (Eastern/Western) proposal.

- 5.2.2 Vendor must own equipment or have established subcontractor contracts within each county of the Region it is bidding on, to complete the towing services required herein. Vendor must submit with its proposal response the list of subcontractors to be used.
- 5.2.3 Vendor shall maintain the records required herein for each vehicle in its custody in connection with the Program, including a record of its disposition, regardless of whether such disposition is by release, sale, or otherwise. Vendor shall keep these records for at least five (5) years following the sale, release, or other disposal of the vehicle. These records shall be made available to the State for this duration even if extending beyond the life of the contract.
- 5.2.4 Vendor shall provide State access to inspect the vehicles and personal property held by the Vendor at any time during regular business hours, Monday through Friday, 8:00 AM to 5:00 PM ET and to authorize others to conduct such inspections.
- 5.2.5 Vendor shall provide local law enforcement with window stickers identifying each vehicle as a DWI or Speeding to Elude seizure to visually differentiate the vehicles entering the program. The sticker will include the Vendor's phone number and identifies the statute to alert law enforcement of next steps. An example will be provided by the Agency, on request. In the alternative, subject to prior approval of the Agency, Vendor may utilize another method for identifying seized vehicles.
- 5.2.6 Vendor shall allow owners, upon proof of ownership of the vehicle or of specific items therein, to retrieve such personal possessions that are not affixed to the vehicle that were with the vehicle at the time of seizure at any time during normal business hours. At the time of retrieval, Owner and Vendor each shall sign an inventory on a form approved by the Agency, which shall identify all items retrieved and any items that Owner contends were in the vehicle at the time of seizure but not available for retrieval. A copy of this signed inventory shall be provided to the Agency upon completion. The Vendor shall not charge the owner any fees to retrieve personal property. If not retrieved, personal property shall be held until release of the seized vehicle under section 4.7 d through e, of this RFP below, or until the sale of the vehicle. Any personal property not retrieved prior to the sale of the vehicle may be disposed of in accordance with North Carolina law.
- 5.2.7 Vendor shall maintain current records as to all vehicles in its possession and shall permit the State to access and audit such accounting and records maintained by the Vendor. Vendor shall cooperate and provide the State with any additional information or documents reasonably requested in support of such accounting and records. Records are required to be maintained and provided electronically in current Microsoft Office applications.

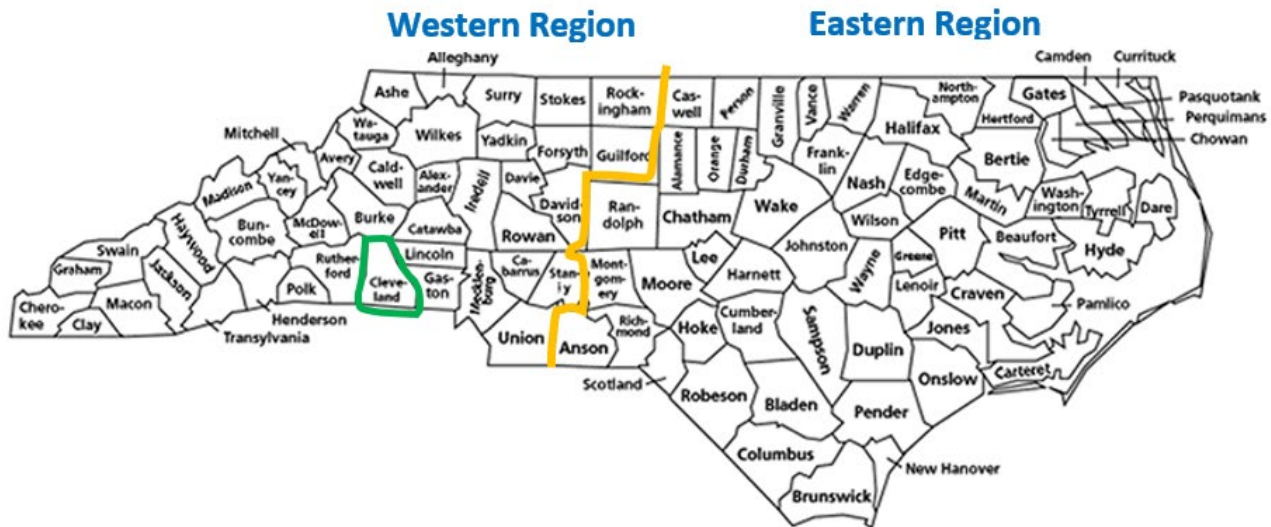
5.3 DISTRIBUTION OF SERVICES:

Services under this contract are to be awarded based on an "East" and "West" Regions.

Eastern Region: All counties East of and including Anson, Montgomery, Randolph, Alamance and Caswell counties.

Western Region: All counties West of and including Union, Stanly, Davidson, Guilford, and Rockingham. Cleveland County is also part of this region, but the Board of Education in Cleveland County manages its own seized vehicles program and is excluded from this contract.

★ = Cleveland County



Vendor is to indicate on ATTACHMENT A: COST PROPOSAL which region the proposal is for. Vendor may submit a proposal for both Regions.

5.4 TOWING SEIZED VEHICLES

- 5.4.1** The initial towing of the vehicle shall be conducted by the rotation wrecker service used by the law enforcement agency that seizes the vehicle, unless Vendor, in compliance with North Carolina General Statute 20-28.3(d), contracts with a local towing service to perform this service. Any contract with the local towing company shall be in writing. Vendor must complete this tow with its own equipment OR use subcontractor contracts it has established within each county of the Region it is bidding on. Vendor shall submit with proposal a list of contracted local towing companies with the agreed upon towing rates. (See Attachment A: COST PROPOSAL). The Awarded Vendor's subcontractor list will be electronically posted for ease of access. Upon request by the Agency, Vendor shall also provide a copy of the agreement between Vendor and contracted local towing company.
- 5.4.2** Vendor shall not take custody or remove a seized vehicle less than two (2) days after the date of a Notification of Impoundment has been issued by the State Division of Motor Vehicles. Each seized vehicle appears on a daily seizure report to which the Vendor will be granted access, and the Vendor is responsible for reviewing such report on a daily basis. If a particular vehicle is listed in the North Carolina Department of Motor Vehicles Felony Speed to Elude Seized Vehicle Tracking Daily Report or the North Carolina Department of Motor Vehicles DWI Seized Vehicle Tracking Daily Report but no Impoundment Notification has been issued, Vendor shall be required to contact the charging officer or local law enforcement agency to arrange for the impoundment notice to be issued, if applicable. Vendor shall be responsible for correcting errors occurring with vehicle seizures. Vendors must work with local law enforcement agencies, lawyers, defendants, courts, DMV, and or any other entity in the correction of these errors. Vendor will be responsible for negotiating with local law enforcement and the local tow providers on the release and fees associated with vehicles impounded locally due to criminal investigations arising from seizures under North Carolina General Statute 20-28.1-9.
- 5.4.3** Vehicles seized from the awarded Vendor's Region shall be stored at the facility designated within that Region.
- Vendor shall obtain custody and transport each vehicle from the local towing company or law enforcement impound lot to the Vendor's storage location no more than five (5) business days after the Notification of Impoundment was issued, unless a Magistrate has ordered the vehicle released or a petition for pre-trial release of the vehicle has been filed with the Clerk of Court in the County of seizure.

- 5.4.4** In the event a petition for pre-trial release has been filed with the Clerk of Court, Vendor shall arrange with the local towing company for custody of the vehicle to remain with the local towing company until the Clerk rules on the pre-trial release petition, unless the amount of towing and storage charges will be less if the vehicle is towed to the Vendor's storage location.
- 5.4.5** At the time of receiving custody of the vehicle from the local towing company, Vendor shall pay, in accordance with North Carolina General Statue 20-28.3, the towing and storage charges to such local towing company and obtain an itemized receipt for such payment from the local towing company. Vendor understands that it will not receive reimbursement for this expense until the vehicle is released or sold. Only one (1) subcontracted tow fee may be taken from the proceeds of a vehicle sold at auction. This provision is added to maximize the amount returned to the Boards of Education and to meet the intent of the program.
- 5.4.6** In the rare occurrence a vehicle listed on the daily seizure report is not received and towed by Vendor within five (5) business days following the Notification of Impoundment, Vendor shall enter the relevant information for the vehicle in its monthly inventory report and shall indicate the status of the vehicle as "Never Received" and shall indicate the reason therefore on the report. The Vendor must also include in the report measures being taken by the Vendor to rectify the situation.
- 5.4.7** The State has established a **Maximum Tow Fee of \$400.00** to be associated with this contract. Vendors shall bid at or under this amount for each Region the Vendor proposes to service.

5.5 STORING SEIZED VEHICLES

- 5.5.1** Vendor shall maintain an office and one or more storage facilities within the Region awarded and throughout the term of this contract, which shall serve as a means of communication with the general public, which shall include as a minimum a published telephone number answered during normal business hours, in order to provide general information about the towing, storage, release and sale of seized vehicles and to respond to specific inquiries about the status of seized vehicles and the procedures for obtaining the pre-trial release of vehicles and their contents.
- 5.5.2** Storage Fee may not exceed \$10.00 daily per North Carolina General Statue 20-28.3 Vendor shall begin assessing daily storage fees at the date of arrival of the vehicle to the Vendors storage facility.
- 5.5.3** At all times during the towing and storage of seized vehicles by Vendor or otherwise while vehicles are in its custody or control, constructive possession of the vehicles shall remain in the Agency, on behalf of the State.
- 5.5.4** Vendor shall be solely responsible for the safety and condition of all seized motor vehicles in its custody or control and shall protect each vehicle so as to prevent the alteration or deterioration of the vehicle's condition (other than the normal aging and weathering processes).

5.6 RECORD KEEPING AND REPORTING

- 5.6.1** **Within seventy-two (72) business hours after Vendor receives custody of each vehicle**, the copies of the following documents shall be sent to the Agency:
- A. Personal Property Inventory: An inventory and list of all personal property in vehicle.
 - B. Vehicle Condition Report: Complete a detailed Vehicle Condition Report, forms available from the Agency upon request, documenting the general condition of the vehicle, including apparent damage to the vehicle and any equipment or parts apparently missing (e.g., rearview mirror, door handle, front bumper, spare tire), the odometer reading of vehicles that can be started, if keys were included with the vehicle when the vehicle passed to the vendor, and the date the vehicle was received on the vendor's lot.

- C. Vehicle Photographs: Take legible electronic photographs of the vehicle that demonstrate the condition of the vehicle, including at least one photo each showing complete (1) vehicle identification number (VIN) number from dash and driver door frame, (2) License plate, (3) driver front quarter panel showing the front and driver's side of vehicle, (4) rear passenger quarter panel showing the back and passenger side of vehicle, (5) and personal contents, if applicable. Photograph files may be in .jpg, .gif, or .tif format, but the size of any one file shall not exceed 7.5 megabytes (7.5Mb or 7,500Kb) in size. Vendor should take additional pictures of body damage or contents which might later be brought into question by an owner or lien holder to whom said vehicle might be released.
- D. The itemized receipt of payment made to the local towing company.

5.6.2 If any vehicle is released by order of Clerk of Court or State Judge, Vendor shall forward a copy of the Order to the Agency by the first business day of the following month.

5.6.3 MONTHLY INVENTORY REPORT:

By the 15th of each month, the Vendor shall provide to the Agency a computerized, cumulative vehicle inventory report from the prior month reflecting the totality of all seized vehicle under this contract.

This electronic inventory report file shall be in a standard spreadsheet (.xls) format, as provided by the Agency, and shall contain information in the following fields: the date of seizure, the bond or National Automobile Dealers Association (NADA) value, in accordance with of the vehicle as determined by and approved by DMV North Carolina General Statute 105-187.3 and reported to the Vendor, the amount of the sub tow invoice, the date the Title Hold was placed by DMV found in STARS, the date the vehicle arrived on the vender's lot, the county of seizure, the year, make and model of the vehicle, the VIN, the vehicle's license plate number, date title was surrendered (if applicable), an inventory status of "In Inventory," and an explanation status of vehicles out of inventory to include, as appropriate: "Not Received," an explanation of why the vehicle is not received and what steps the vendor is taking to remedy the situation, "Released Prior to Pick-up," "Released-Owner," "Released-Lienholder," "Auctioned," "Auctioned-Mechanic's Lien," "Auctioned-Forfeited," "Auctioned-Title Surrendered," which Clerk of Court sale proceeds are paid to, the total amount paid to that Clerk of Court, the check number and date of check sent to the Clerk of Court. For data included in the NCXCloud report, the spreadsheet information shall be consistent with the NCXCloud data. We reserve the right to add required information to the Monthly Inventory Report as there is a need to efficiently track vehicles through the process.

5.6.4 The Agency will maintain a record of the value of each vehicle, based on the valuation adopted by the Division of Motor Vehicles in accordance with G.S. 105-187.3. This value will be used in notifying the Vendor with an authorization for expedited sale.

5.6.5 All reports, records, and documentation shall be submitted to the following address:

Attn: Seized Vehicle Coordinator
The State Surplus Property Agency
1310 Mail Service Center, Raleigh, NC 27699-1310

Or

via electronic mail to:
ssp.vehicles@doa.nc.gov

Reports, records and documentation must be submitted collectively per vehicle. Email submissions must be titled with the last six (6) digits of the vehicle's VIN number, year, make, and model.

5.6.6 Timely submission of all reports, records and documentation and other required materials is a material obligation of this contract and the failure to do so shall constitute a material breach for which the Agency may exercise any and all remedies provided herein or at law. (See Section 6.7 of this RFP.)

5.6.7 All reporting will be public record and may be posted to multiple state agency websites.

5.7 SALE OF SEIZED VEHICLES

5.7.1 A seized vehicle may be sold **only** in the occurrence of one of the following events in 5.7.1:

- A. Its Fair Market Value is equal to fifteen hundred dollars (\$1,500.00) or less;
- B. Upon the entry of an Order of Forfeiture authorizing the sale of the vehicle following a forfeiture hearing under North Carolina General Statute 20-28.2(d); or
- C. The driver of the vehicle is found not guilty at trial, and if the Court enters an order releasing the vehicle to the owner upon payment of outstanding towing and storage charges, and the owner does not retrieve the vehicle within thirty (30) days of the Court's order. In such event, Vendor shall have a mechanics lien on the vehicle, and the vehicle shall be sold in accordance with Article 1 of Chapter 44A of the North Carolina General Statutes.

5.7.2 All sales of seized vehicles worth fifteen hundred dollars or less and all sales of forfeited vehicles and vehicles where the title has been surrendered to the Vendor shall be conducted by the State Surplus Property Agency or a person or entity acting on its behalf. All such sales shall be authorized in writing by the Agency prior to the sale and shall be a public sale held in accordance with the provisions of Chapter 143 of the North Carolina General Statutes. The vendor will send a preliminary list of all vehicles they wish to auction in a spreadsheet with VIN, year, make, model, NADA or Bond value, auction date, date seized, County seized, sub tow fee, number of days in storage and pick-up date. Vendor shall conduct the advertised public sale of the vehicles (live auction, online auction, or sealed bid) and shall be responsible for sufficient advertising to attract a sufficient audience to sell vehicles at a reasonable price. Vendor shall provide photos of each vehicle for every auction and photos shall be posted on Vendors website. A licensed auctioneer shall be utilized for selling all vehicles sold at public auction. The vehicle sales by auction must be in accordance with auction law North Carolina General Statute Chapter 85B.

5.7.3 Vendor shall notify the Agency in writing no less than 20 days prior to the scheduled sale of each forfeited vehicle in accordance with North Carolina General Statute 20-28.5(c).

5.7.4 The cost incurred by the Agency in connection with the vehicle shall be assessed at a rate of eight percent (8%) of the sales price of the vehicle, pursuant to North Carolina General Statute 143-64.05, which sum shall be disbursed to the Agency out of the proceeds of the sale, in accordance with North Carolina General Statute 20-28.5(b).

5.7.5 Vendor shall provide all required notices to owners, lienholders and DMV of vehicle sales.

5.7.6 All vehicle sales shall be held within thirty (30) days of authorization by the Agency, unless otherwise agreed by the Agency in writing.

5.7.7 By the 15th of the month, following the sale of the vehicle, Vendor shall deposit all remaining proceeds of the sale with the Clerk of Court in the county of the seizure for the benefit of the local Board of Education. North Carolina General Statute 20-28.5(b).

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.

DOA Contract Administrator: Gwen Williams, gwen.williams@doa.nc.gov, 919-814-5605

DOA Contract Manager: Elizabeth Boulden, Elizabeth.boulden@doa.nc.gov, 919-814-5610

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall 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 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.

6.5 FAITHFUL PERFORMANCE

The parties agree that calculation of actual damages resulting from failure to provide in a timely manner any report, documentation or other material required to be provided to the Agency is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the sum of five dollars (\$5.00) per day for each such failure is a reasonable estimate of the damage resulting from each failure to provide complete reports, documentation or other material required to be provided on a particular date or time. Therefore, the parties agree that the Vendor shall be subject to a charge of five dollars (\$5.00) per day, as liquidated damages but not as a penalty, for each failure to provide required reports, documentation, or other material within 72 business

hours of the time it is due. Liquidated damages incurred in any month shall be allocated in part of the cost incurred by the Agency on those vehicles sold by the Vendor during the following month.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages. The State expressly reserves the right to seek other remedies in addition to the Liquidated Damages provided for in this Section.

(NOTE: THIS PROVISION IS ADDED TO ENSURE FAITHFUL PERFORMANCE AND ADHERENCE TO SOLICITATION REQUIREMENTS).

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 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. Below is the link to the Department of Administration Vendor Complaint Policy and Procedures. www.ncadmin.nc.gov/businesses/fiscal-management

6.8 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.

6.9 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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