



STATE OF NORTH CAROLINA

DEPARTMENT OF REVENUE

Request for Proposal #: 45-RQ260825

STATEWIDE SEIZED PROPERTY SERVICES

Date of Issue: May 5, 2026

Proposal Opening Date: May 20, 2026

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Cynthia Leonard

Procurement Specialist

Email: Cynthia.Leonard@ncdor.gov

Phone: 919-814-1389



STATE OF NORTH CAROLINA

Request for Proposal

45-RQ260825

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

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

Vendor Name

Vendor eVP#

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

<https://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA Department of Revenue

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 #: 45-RQ260825
	Proposals will be publicly opened: Wednesday, May 20, 2026 @2:00PM NCDOR RFP 45-RQ260825 - Seized Property Services Meeting-Join Microsoft Teams Dial in by phone +1 919-670-0492,,879637429# United States, Raleigh Find a local number Phone conference ID: 879 637 429#
Using Agency: Department of Revenue Requisition No.: RQ260825	Commodity No. and Description: 781415 - Transport arranging services

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:

Proposal Number: 45-RQ260825

Vendor: _____

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

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

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

The North Carolina Department of Revenue (“NCDOR”) is responsible for administering State tax laws enacted by the North Carolina General Assembly. The Unauthorized Substances Tax Division (“USUB”) of NCDOR’s Taxpayer Assistance and Collection Division (“TPAC”) administers the Unauthorized Substances Tax found in Article 2D of Chapter 105 of the North Carolina General Statutes. The Levy Program enhances NCDOR’s efforts to bring collection cases to immediate resolution under the authority granted under N.C.G.S. §105-242(a)(2). The purpose of this Request for Proposal (“RFP”) is to solicit seized property services (“Services”) to support NCDOR’s ability to collect delinquent tax liabilities owed to the State of North Carolina.

It is the intent of the N.C. Department of Revenue to award an Agency Specific Contract to one or more qualified vendors who can provide seized property services including loading/moving, towing, storage and live and/or online auction services statewide, on an as needed basis. Prospective Vendors may submit a proposal for seized property services in one or more of the counties covered by this RFP. Multiple cost proposal sheets may be submitted by each Vendors TPAC will manage this service contract for all 100 counties. When utilizing Services, the vendor selected from the awarded Vendor(s) will be based on proximity to the property to be seized, experience seizing the type of property at issue, and cost to seize the property at issue.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (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 sixty (60) 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.

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://eprourement.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://eprourement.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	May 5, ,2026
Submit Written Questions	Vendor	May 11, 2026
Provide Response to Questions	State	May 13, 2026
Submit Proposals	Vendor	May 20, 2026, 2:00PM
Pre-award Site Visit	State	Between May 22, 2026 – June 5, 2026, as scheduled
Contract Award	State	June 19, 2026

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 # 45-RQ260825 – 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) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP including responses in Sections 4.13, and 6.1.
- 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 in Sections 5.0 of this RFP.
- f) Certificate of Liability Insurance (ACORD 25 form) showing the minimum insurance requirements outlined in section 4.10.
- g) Completed version of ATTACHMENT A: PRICING must be completed and is attached to the Sourcing Tool
- h) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION must be completed and uploaded to the NCEP Sourcing Event.
- i) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM must be completed and uploaded to the NCEP Sourcing Event.
- j) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR must be completed and uploaded to the NCEP Sourcing Event.
- k) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION must be completed and uploaded to the NCEP Sourcing Event.
- l) ATTACHMENT I: DISCLOSURE OF LITIGATION AND INVESTIGATIONS must be completed and uploaded to the NCEP Sourcing Event.

2.8 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.

2.9. 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.

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.

It is the intent of this RFP is to award a Contract(s) to multiple Vendors across the State. The State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the procurement lead named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

3.4 EVALUATION CRITERIA

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

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Pre-Award Site Visit (4.13): Pass/Fail. Vendors must satisfy the requirements specified in Attachment B to qualify for evaluation under the subsequent criteria
 - a. Technical Approach (5.6) Loading and Transport (5.2)
 - b. Property Storage (5.3)
 - c. Property Control, Sales, and Accountability (5.4)
 - d. Vendor Resources – Equipment and Personnel (5.6.1)
 - e. Photographs (5.6.2)
2. Vendor Experience (4.4) and References (4.5)
3. Cost Proposal (4.1/Attachment A)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no

one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 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 included 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.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 VENDOR EXPERIENCE

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

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the solicitation State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

4.6 DISCLOSURE OF LITIGATION/INVESTIGATIONS

Vendors shall disclose on ATTACHMENT I—DISCLOSURE OF LITIGATION AND INVESTIGATIONS the following information as part of its response:

- a) Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- b) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- c) Any regulatory investigations pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- d) Any civil litigation, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendors’ disclosures shall be continuing representations, and Vendor’s failure to notify NCDOR within thirty (30) days of any criminal litigation, investigation, or proceeding involving Vendor or its current officers, directors, or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract

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 COMPLIANCE WITH NCDOR ONBOARDING REQUIREMENTS

Vendor staff and subcontractors, if any, will be required to comply with the relevant NCDOR Onboarding Requirements for Vendor Staff and Contractors as outlined in ATTACHMENT K: ONBOARDING REQUIREMENTS FOR CONTRACTORS.

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

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

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

Vendor is required to provide a Certificate of Insurance showing coverage in Automobile, Worker’s Compensation, and Commercial General Liability during the term of this Contract. See item No. 17 in North Carolina General Contract Terms and Conditions.

Vendor shall act as a Bailee for NCDOR and insure all seized property against physical loss during transport and storage at Vendor’s own expense. Vendor shall carry appropriate casualty insurance to protect the interests of the NCDOR as to any seized property in the possession of the Vendor.

Vendor shall require its insurance carrier(s) to provide copies of the Certificate(s) of Insurance verifying coverage. After an award, NCDOR must be shown on such Certificate(s) of Insurance as an additional named insured. The Vendor will hold and save the State, its officers, agents and employees harmless from liability of any kind while performing under this contract

4.11 SUBCONTRACTORS

Vendor may subcontract Services to NCDOR-approved subcontractors. If Vendor intends to subcontract Services, Vendor shall provide the following information for any subcontractor who will perform Services on Vendor’s behalf: name, address, contact information, and photos (in accordance with Section 5.6.2) with the Vendor’s proposal. Subcontractor(s) is subject to the same specifications and requirements of this RFP. An NCDOR-approved subcontractor will have met all specifications and requirements of this RFP, including but not limited to the background check requirement of section 4.8. Failure of a subcontractor to meet the requirements of this RFP or comply with NCDOR’s confidentiality requirements may result in NCDOR’s disapproval of subcontractor

4.12 TRANSPORTER PLATES

Vendor must have transporter plates to perform Services under this Contract. For more information, please refer to [NCDMV form #MVR-16A](#).

4.13 DEMONSTRATION OF SITE

A demonstration of a site will be conducted by way of a visit to the location of the Vendors may be conducted. This visit is necessary to verify the Vendor’s ability to provide the property-related services required. Eligible Vendors will be contacted with a minimum of 48-hour notice to schedule the visit, as part of the evaluation. The Vendor’s Contract Manager/Owner must be in attendance and able to provide access to the equipment and storage facilities requested in the solicitation Section 5.0. If the NCDOR Contract Manager or his/her designee is unable to verify upon physical inspection that a Vendor has the resources to provide necessary services as described in Section 5.0 and ATTACHMENT B – SITE REQUIREMENTS CHECKLIST, that Vendor’s Offer may be excluded from further consideration. This site visit is a mandatory pass/fail requirement and must be successfully completed for an Offer to remain eligible for award.

4.14 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation shall void the contract.

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The USUB and Levy Officer Program of the NCDOR TPAC Division requires consolidated services for the loading, transport, storage, and auction of vehicles and personal property as defined herein. Examples of vehicles subject to seizure include, but are not limited to, cars, trucks, motorcycles, race cars, antique vehicles, jet skis on trailers and smaller farm equipment such as tractors. Examples of personal property subject to seizure include, but are not limited to, restaurant equipment, furniture, appliances, sports equipment, small boats, jet skis, spas/hot tubs, lawn and garden equipment, general shop tools, electronics, household goods, lawn mowers, and recreational vehicles such as dune buggies and four wheelers, etc.

There are instances where special items such as farm equipment, landscaping equipment, heavy earth moving equipment, etc. will require loading, transport, and storage. Other items, such as large boats (greater than 25’ feet in length), aircraft (other than ultralights), and oversized equipment that requires special rigging to load or special permits to transport including, but not limited to, exceptionally large farm or commercial equipment such as combines, large storage tanks, silos, or large earth moving equipment) will not be a part of this contract. When the need arises to confiscate these items, they will be negotiated separately on an as needed basis.

5.2 LOADING AND TRANSPORT

- a) Vendor will be on a 24-hour, 7 days per week, 365 days per year notice to respond to requests for pick up, transport, and storage of seized property by the USUB agent or Levy Officer. This information shall be provided in Section 6.0, Contract Manager and On-Call Customer Service Contact. In the event of a change in contact information for Vendor, Vendor must immediately email the NCDOR Contract Manager the updated contact information.
- b) The USUB agent or Levy Officer will advise the Vendor, to the best of their ability, the type and amount of property to be transported and/or stored at the time of notification. It is the Vendor’s responsibility to ensure enough personnel are present to load all vehicles and/or personal property in a timely manner. If it becomes apparent that the company is not equipped with enough personnel and/or vehicles to handle the task in a timely manner, the USUB agent/Levy Officer may dismiss the vendor from that individual seizure and pay only for any services rendered, . The USUB agent/Levy Officer may then call in another awarded Vendor to assist. Please note that law enforcement personnel and owner(s) of the seized property will be on site during property seizures and pickups.
- c) The Vendor may be given special instructions, such as indoor or climate-controlled storage, for specific seized property to maintain the condition and security of the property.
- d) Vendor shall use a vehicle(s) no larger than is deemed necessary by NCDOR to safely and lawfully transport property. Should the Vendor use a vehicle larger than necessary, NCDOR shall compensate the vendor, per Attachment A pricing, for the actual size vehicle needed for transporting the property.
- e) When Services are required, NCDOR will schedule a service appointment. Vendor must be able to mobilize and arrive at the seizure site at the NCDOR appointed time. When no appointment for Services has been scheduled, the Vendor must be at the seizure site within 30 minutes of notification plus travel time from the Vendor’s starting location. As a service performance

guarantee, failure to meet this requirement may result in a cost reduction of 20% for services provided and invoiced.

- f) The vendor shall be responsible for ensuring that all vehicles used are fully capable and equipped with the necessary tools and equipment needed to safely facilitate the movement at these locations. This includes, but is not limited to, booster or jumper cables, gasoline, a gas can, an air tank, and any other tools or rigging equipment required.
- g) Vendor must have access to Global Positioning System (GPS) or comparable navigation technology for quick and efficient dispatch to seizure locations.
- h) Vendor must have the capacity to transport two (2) vehicles at one (1) time by towing or a vehicle carrier because vehicles subject to seizure may not have keys, may not start, or may not be able to be driven. If more than two vehicles are seized, the additional vehicles may be driven to the storage facility. In the event multiple vehicles are inoperable, NCDOR will work with the Vendor to ensure all vehicles are towed. Any vehicles of the one (1) ton class or larger may be driven if determined roadworthy. The driver(s) must be listed as an employee of the vendor and must have a current and appropriate driver's license for the weight and type vehicle. A valid DMV issued Transporter Tag must be affixed to each vehicle driven. NCDOR agents will remain with the seized property until the property has been transported.
- i) Vendor must have an enclosed vehicle or trailer suitable for the transport of personal property that must be protected from weather elements. Prior to seizure, NCDOR will inform Vendor when such items will be seized. Vendor must have the demonstrated ability to provide rolling carts, crates or tubs for transport of smaller personal property in order to properly secure and protect such items.
- j) A suitable rollback vehicle or trailer will be required for the transport of racecars and/or collectible vehicles. Racecars and/or collectible vehicles shall not be driven, nor shall they be towed utilizing such vehicle's own wheels. A vehicle shall be considered a racecar or collectible vehicle if a USUB agent designates such classification to the Vendor prior to transport or if it is readily apparent such vehicle fits that classification.
- k) Seized trailers that are roadworthy may be towed. The Vendor shall make that determination of roadworthiness and shall assume all risks and liability associated with such determination and towing.
- l) Vendor will utilize vehicles and/or trailers being seized to transport other seized property to storage whenever circumstances arise and/or the USUB agent/Levy Officer authorizes and the same can be performed with safety and without damage to any seized property so utilized or transported. A separate towing/personal property charge will not be allowed if a seized vehicle is used to tow and/or transport other seized vehicles and/or personal property such as a trailer, jet ski, boat, etc. as well as miscellaneous personal property.
- m) Vendor may be required to store personal property placed inside a vehicle or on a trailer at no additional cost.

5.3 PROPERTY STORAGE

- a) Vendor must have a secure facility or area to store seized property until the time of delivery to the purchaser at auction or returned to the taxpayer. This period may be for twelve (12) months or longer, depending on the case. Minimum requirements listed on Attachment B – Storage Site Checklist.
- b) Vendor shall provide both indoor and outdoor storage space for vehicles.
- c) Indoor storage for personal property must be climate controlled and provide shelving and space for preventing damage to the property.
- d) The NCDOR does not allow the accrual of daily storage fees for seized vehicles or other seized personal property.

5.4 PROPERTY CONTROL, SALES, AND ACCOUNTABILITY

- a) Seized property is to remain in North Carolina until sold.
- b) USUB/Levy Officer and the Vendor shall agree on the condition of property when the Vendor takes possession of the property from USUB/Levy Officer. For each transaction, a form entitled "Inventory of Seized Property", (Form BD16) (Attachment J) will be prepared by USUB/Levy Officer. The Vendor will sign the form to acknowledge the transfer, receipt, and condition of the property. Signing the inventory sheet shall be conclusive proof that such items have been delivered to the Vendor in the condition so indicated on the receipt. If Vendor fails to sell/auction such items signed for in the condition indicated on the receipt, Vendor shall indemnify NCDOR in full for any such deficiency. USUB/Levy Officer will retain the original inventory

sheet, and the Vendor will be supplied with a copy. Vendor must have the capacity to store in a secured warehouse or secured fenced area all seized items until sold through the auction process or returned to the taxpayer. Vendor will be responsible for maintaining the property transported and/or stored in the same condition as it was at the time of receipt as noted on NCDOR Form BD-16. Property shall be protected from any theft and/or damage resulting from all causes, including natural causes, while the property is in the possession of the Vendor.

- c) Vendor must maintain and submit a copy of an up-to-date license to auction and the ability to provide advertising and merchandising for the sale of seized property at live and/or online auction and legal “Notice of Sale” and” Report of Sale” in the county courthouse relevant to the sale location.
 - a. Report of Sale shall be filed within five (5) days after the date of the sale and shall include:
 - i. The title of the action or proceeding;
 - ii. The authority under which the vendor acted;
 - iii. The date, hour and place of the sale;
 - iv. A description of personal property sold, by reference or otherwise, sufficient to identify it, and, if sold in parts, a description of each part so sold;
 - v. A description of personal property sold, sufficient to indicate the nature and quantity of the property sold to each purchaser;
 - vi. The name or names of the person or persons to whom the property was sold;
 - vii. The price at which the property, or each part thereof, was sold and that such price was the highest bid therefor; and
 - viii. The date of the report.
 - b. Vendor must forward the Report of Sale to the designated NCDOR Property Officer following completion of the sale.
- d) Vendor must provide staffing levels sufficient to meet the requirements of this RFP to include loading and transport, customer service, and security of property in order to complete the auction sale. Property sales must be conducted on a monthly or semi-monthly basis to ensure property flow and application of proceeds.
- e) Prior written approval from the NCDOR is required in any instance in which an item is sold to an employee of Vendor. Approval of such requests will be in NCDOR’s sole discretion after considering such factors as the type of item to be sold, the prevailing market conditions, fair market value of the item, whether competition is available, and whether the item is likely to fetch a higher price under competitive conditions. Vendor shall provide such information about the circumstances of the proposed sale as the NCDOR may request.

5.5 DELIVERABLES

A legal “Notice of Sale” and” Report of Sale” must be shared with NCDOR via e-mail. The monthly itemized statement for USUB property sales and a separate monthly itemized statement for Levy property sales will be required detailing gross/net proceeds for each item sold. This monthly statement should include an Account Number (“AN”), item number, property description, sales price, sales commission/auction cost. This statement shall be sent to NCDOR Contract Manager as an electronic file via e-mail.

5.6 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.

5.7 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor’s approach to accomplishing the general purpose of this RFP, including Loading and Transporting, Property Storage, and Property Control, Sales, and Accountability. Additionally, Vendor shall provide the information requested in Section 5.6.1 and 5.6.2 below.

5.7.1 VENDOR RESOURCES – EQUIPMENT AND PERSONNEL

Additionally, Vendor shall provide a response to each of the items below. Responses will be reviewed as part of the evaluation process.

a.) How many of each category does the Vendor own? If Vendor owns other equipment that may be used to carry out the services requested in this solicitation, please indicate such on the lines provided that read, “Other.”

Number of Rollbacks _____ Number of Tow Trucks _____ Number of Box Trucks _____

Other Specify : _____ Other Specify: _____

b.) Vendor is to specify the length of Box Trucks _____ ft., _____ ft., _____ ft.

c.) Number of employees to be utilized in loading and transporting property _____

5.6.2 PHOTOGRAPHS

Additionally, Vendor shall provide photographs of the following:

- a) All tow trucks and transport vehicles (including trailers) with transporter plates visible, secured fenced-in area(s), storage yards, and warehouses to be used for Services; and
- b) All personnel and subcontractors (including names) who will be performing Services under this Contract.

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.

NCDOR POINTS OF CONTACT

NCDOR Contractual Point of Contact	NCDOR Procurement and Contract Point of Contact
Name: Tim Wyatt Email: Timothy.Wyatt@ncdor.gov Phone (office): 919-218-7812	Name: Cynthia Leonard Email: Cynthia.Leonard@ncdor.gov Phone (office): 919-814-1389

6.1 CONTRACT MANAGER AND ON-CALL CONTACT

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service. Vendor must provide to the NCDOR Contract Manager the telephone number and/or a cell phone number of an individual who will be on-call (“Vendor On-Call Contact) at all times during the Contract Term.

Vendor Contract Manager	Vendor On-Call Contact (24/7/365)
--------------------------------	--

Name:	Name:
Contact eMail:	Contact eMail:
Contact Phone Number:	Contact Phone Number:

6.2 INVOICES

Submitted invoices for both the USUB and the Special Enforcement Unit shall follow the guidelines below.

- a) Services invoices must be submitted for payment monthly for work performed during the previous month, within fifteen (15) calendar days following the end of each month in which work was performed. Invoices must include the dates of service, an itemized listing of all property by the Account Number (“AN”) number, copies of form BD-16, the original signature of the Vendor’s project manager, and the original or a copy of the towing ticket. Invoices not submitted within four (4) months of taking possession of the property will not be paid.
- b) Invoices must be clearly labeled for which unit the services were rendered. Invoices submitted for USUB must be labeled NCDOR/USUB and invoices submitted for Special Enforcement Unit must be labeled NCDOR/SEU. Not specifying the correct unit may result in a delay of payment processing.
- c) All invoices must be submitted electronically to seizedproperty@ncdor.gov. Invoices for services rendered for each division shall be sent separately.
- d) Invoices must bear the correct contract number. The Vendor’s failure to include the correct contract number may cause delay in payment.

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

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 Manager.

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 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 three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State

shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.8 ATTACHMENTS

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

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ATTACHMENT A: PRICING

Vendor must bid on vehicles and other personal property. All pricing must be inclusive of all associated fees to include mileage.

Vendor must create a separate pricing sheet for each county or group of counties that has a distinct pricing structure. If all proposed counties are under a single pricing structure, only one form should be submitted. However, if the proposed counties fall under multiple pricing structures, please duplicate the form and group the counties according to each pricing structure.

Examples are shown below:

Vendor is in Macon County and its surrounding counties are Clay, Cherokee, Graham, Swain and Jackson. Vendor seeks to bid for services in Macon County and its surrounding counties.

- a) If the cost for services in Macon County and its surrounding counties is the same, Vendor will submit one (1) pricing form for Macon and its surrounding counties.
- b) If the cost for services in Macon County is different from its surrounding counties, Vendor will submit one (1) pricing form for Macon County and one (1) pricing form for its surrounding counties.
- c) If the cost for services in Macon County and each of its surrounding counties is different, Vendor will submit one (1) pricing form for each county.

Vehicle from Seizure Location to the Vendor’s Storage Facility		
Cars, Pickup Trucks up to 1Ton (Towed)	\$	per unit
Cars, Pickup Trucks up to 1Ton (Driven)	\$	per unit
Trucks Greater than 1 Ton (Towed)	\$	per unit
Trucks Greater than 1 Ton (Driven)	\$	per unit
Trailers 4 Tires or Less	\$	per unit
Trailers more than 4 tires	\$	per unit
Personal Property from Seizure Location to Vendor’s Storage Facility		
0’ to 20’ Trailer/Truck Load	\$	per unit
21’ to 36’ Trailer/Truck Load	\$	per unit
37’+ Trailer/Truck or Greater	\$	per unit
Vehicle from Vendor’s Facility to Auction Location (only if a different entity)		
Cars, Pickup Trucks up to 1Ton (Towed)	\$	per unit
Cars, Pickup Trucks up to 1Ton (Driven)	\$	per unit
Trucks Greater than 1 Ton (Towed)	\$	per unit
Trucks Greater than 1 Ton (Driven)	\$	per unit
Trailers 4 Tires or Less	\$	per unit
Trailers more than 4 tires	\$	per unit
Personal Property from Vendor’s Facility to Auction Location (only if different entity)		
0’ to 20’ Trailer/Truck Load	\$	per unit
21’ to 36’ Trailer/Truck Load	\$	per unit
37’+ Trailer/Truck or Greater	\$	per unit
% Sales Commission/Auction Costs invoiced to NCDOR		
Vehicles- Cars, trucks, motorcycles, trailers	%	per unit
Personal Property- Household tools, jewelry, electronics	%	Per unit

Vendor may submit cost proposals for any or all 100 counties. Vendors are required to specify, in the table below, each county that is included in their coverage area for the pricing structure.

Counties serviced by Vendor under this pricing structure:

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Alamance County | <input type="checkbox"/> Cumberland County | <input type="checkbox"/> Johnston County | <input type="checkbox"/> Randolph County |
| <input type="checkbox"/> Alexander County | <input type="checkbox"/> Currituck County | <input type="checkbox"/> Jones County | <input type="checkbox"/> Richmond County |
| <input type="checkbox"/> Alleghany County | <input type="checkbox"/> Dare County | <input type="checkbox"/> Lee County | <input type="checkbox"/> Robeson County |
| <input type="checkbox"/> Anson County | <input type="checkbox"/> Davidson County | <input type="checkbox"/> Lenoir County | <input type="checkbox"/> Rockingham County |
| <input type="checkbox"/> Ashe County | <input type="checkbox"/> Davie County | <input type="checkbox"/> Lincoln County | <input type="checkbox"/> Rowan County |
| <input type="checkbox"/> Avery County | <input type="checkbox"/> Duplin County | <input type="checkbox"/> McDowell County | <input type="checkbox"/> Rutherford County |
| <input type="checkbox"/> Beaufort County | <input type="checkbox"/> Durham County | <input type="checkbox"/> Macon County | <input type="checkbox"/> Sampson County |
| <input type="checkbox"/> Bertie County | <input type="checkbox"/> Edgecombe County | <input type="checkbox"/> Madison County | <input type="checkbox"/> Scotland County |
| <input type="checkbox"/> Bladen County | <input type="checkbox"/> Forsyth County | <input type="checkbox"/> Martin County | <input type="checkbox"/> Stanly County |
| <input type="checkbox"/> Brunswick County | <input type="checkbox"/> Franklin County | <input type="checkbox"/> Mecklenburg County | <input type="checkbox"/> Stokes County |
| <input type="checkbox"/> Buncombe County | <input type="checkbox"/> Gaston County | <input type="checkbox"/> Mitchell County | <input type="checkbox"/> Surry County |
| <input type="checkbox"/> Burke County | <input type="checkbox"/> Gates County | <input type="checkbox"/> Montgomery County | <input type="checkbox"/> Swain County |
| <input type="checkbox"/> Cabarrus County | <input type="checkbox"/> Graham County | <input type="checkbox"/> Moore County | <input type="checkbox"/> Transylvania County |
| <input type="checkbox"/> Caldwell County | <input type="checkbox"/> Granville County | <input type="checkbox"/> Nash County | <input type="checkbox"/> Tyrrell County |
| <input type="checkbox"/> Camden County | <input type="checkbox"/> Greene County | <input type="checkbox"/> New Hanover County | <input type="checkbox"/> Union County |
| <input type="checkbox"/> Carteret County | <input type="checkbox"/> Guilford County | <input type="checkbox"/> Northampton County | <input type="checkbox"/> Vance County |
| <input type="checkbox"/> Caswell County | <input type="checkbox"/> Halifax County | <input type="checkbox"/> Onslow County | <input type="checkbox"/> Wake County |
| <input type="checkbox"/> Catawba County | <input type="checkbox"/> Harnett County | <input type="checkbox"/> Orange County | <input type="checkbox"/> Warren County |
| <input type="checkbox"/> Chatham County | <input type="checkbox"/> Haywood County | <input type="checkbox"/> Pamlico County | <input type="checkbox"/> Washington County |
| <input type="checkbox"/> Cherokee County | <input type="checkbox"/> Henderson County | <input type="checkbox"/> Pasquotank County | <input type="checkbox"/> Watauga County |
| <input type="checkbox"/> Chowan County | <input type="checkbox"/> Hertford County | <input type="checkbox"/> Pender County | <input type="checkbox"/> Wayne County |
| <input type="checkbox"/> Clay County | <input type="checkbox"/> Hoke County | <input type="checkbox"/> Perquimans County | <input type="checkbox"/> Wilkes County |
| <input type="checkbox"/> Cleveland County | <input type="checkbox"/> Hyde County | <input type="checkbox"/> Person County | <input type="checkbox"/> Wilson County |
| <input type="checkbox"/> Columbus County | <input type="checkbox"/> Iredell County | <input type="checkbox"/> Pitt County | <input type="checkbox"/> Yadkin County |
| <input type="checkbox"/> Craven County | <input type="checkbox"/> Jackson County | <input type="checkbox"/> Polk County | <input type="checkbox"/> Yancey County |

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE REJECTION OF YOUR PROPOSAL

ATTACHMENT B: STORAGE SITE REQUIREMENTS CHECKLIST



Storage Site Requirements Checklist

Date of Site Visit: _____

Vendor Location: _____

Vendor Representative: _____

DOR Representative: _____

OUTDOOR STORAGE AREA	
	Exterior perimeter fencing is present, intact, and secure.
	Gates function properly with controlled access.
	Exterior lighting of the perimeter is present at entrances and exits and properly functioning.
	Surveillance cameras are operational and positioned to cover entrances, exits, and outdoor areas.
	Alarm system is installed, operational, and is being monitored.
	Entrance access is controlled code or assigned keys
INDOOR STORAGE AREA	
	Surveillance cameras are operational and positioned to cover entrances, exits, and hallways.
	Alarm system is installed, operational, and is being monitored.
	Entrance access is controlled by code or assigned keys.
	Climate control system is installed and functioning.
	Fire detection and suppression systems are installed and operational.
	Shelving is available and functional for personal property storage if required.
	Storage to accommodate vehicle storage is available.
EQUIPMENT AND RESOURCES	
	Rollbacks
	Tow Trucks
	Box Trucks
	Trailers
	Transporter Plates
	License to auction
	Global Positioning System (GPS) access

ATTACHMENT K: ONBOARDING REQUIREMENTS FOR CONTRACTORS



Onboarding Requirements for Contractors

All Vendor-provided and temporary staff (i.e., short-term contractors and seasonal staff), together referred to as “Contractors,” must fulfill certain onboarding requirements prior to beginning work at NCDOR. Onboarding requirements vary based on system and information access level and generally follow the principle of least privilege. Table 1 –Contractor Onboarding Requirements Matrix provides a guide for the most common levels of access and the corresponding onboarding requirements for each level. NCDOR IT Security will advise and approve access levels not represented on Table 1.

All applicable Onboarding Requirements must be completed and documentation submitted prior to beginning work at NCDOR.

The Onboarding Requirements are defined as follows:

1. **Confidentiality Statement:** Contractors must sign a Confidentiality Statement provided by NCDOR that acknowledges understanding of and adherence to NCDOR security policies and agreeing to maintain the confidentiality of any NCDOR data to which the Contractor may have access. Recertification of this acknowledgment is required annually.
2. **Criminal Background Checks:** Any Contractor who will have access to NCDOR data must submit to and successfully pass an NCDOR-conducted criminal background check that includes fingerprinting. NCDOR determines the conditions for passing background checks. NCDOR repeats the background check every five (5) years.
3. **Security Awareness Training:** Contractors may be required to undergo NCDOR Security Awareness Training (“DORSAT”) annually. Contractors must provide a valid email address to receive access to the DORSAT.
4. **IT Role-Based Security Training:** Certain Contractors may also be required to complete annual IT role-based security training. See IRS Publication 1075, Control AT-3 for the scope and additional information. Vendor is required to provide IT role-based training for its staff. Compliance with this requirement will be audited by NCDOR at random.

TABLE 1 – CONTRACTOR ONBOARDING REQUIREMENTS MATRIX

NOTE: Read all indicated footnotes carefully as these contain important information

Level of Access	Confidentiality Statement	Background Check	DORSAT Training	Role-Based Training
¹ Escorted access – Must Be Escorted at All Times	YES	NO	NO	NO
Physical Access – Non-Escorted (Badge Access)	YES	YES	YES	NO*
² Logical Access to NCDOR Data/Systems/Information (Has an Account)	YES	YES	YES	YES
³ Logical Access to NCDOR Data/Systems/Information (Does Not Have an Account)	YES	NO	NO	NO

⁴ Offsite Contractor Staff with Physical Access to NCDOR Data/Systems/Information	YES	YES	YES	YES
Access to Unencrypted Paper or Electronic NCDOR Data	YES	YES	YES	YES
⁵ Logical Access to Encrypted Data	YES	NO	NO	NO

*If NCDOR Data will be accessed, Role-Based Training is required.

1. Individuals may utilize NCDOR equipment if they will be supervised with the equipment at all times. Unsupervised access to equipment requires a unique account that ties back to the individual and all account requirements listed in this matrix are required.
2. Accounts must be unique and must tie back to the individual.
3. Applies to individuals that will potentially view NCDOR data on screens as part of logical maintenance of systems, but who do not have an account. Data cannot be sent outside of the Agency without NCDOR management approval of the data sent and NCDOR IT Security approval of the method used to send the data. Maintenance activities (including remote maintenance) must be supervised by badged NCDOR staff or by a badged NCDOR management-approved designee. Any systems used to facilitate remote supervision must be secure and approved by NCDOR IT Security.
4. Access to data is defined for these purposes as individuals that have access through the first barrier of the two-barrier rule. See IRS Publication 1075 – Minimum Protections Standards for more information.
5. Encryption methods must conform to IRS Publication 1075 control requirements