



STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Request for Proposal #: 19-RFP-1487638366-PTW

Transportation Services Disaster Contract

Date of Issue: June 16, 2025

Proposal Opening Date: July 9, 2025

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Tim Pendergrass

Procurement Specialist III



STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-1487638366-PTW

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 PUBLIC SAFETY	
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: Tim Pendergrass	Request for Proposal #: 19-RFP-1487638366-PTW
	Proposals will be publicly opened: July 9, 2025, by 2:00pm, ET Meeting ID: 266 059 118 885 7 Passcode: xf3gz2Lm
Using Agency: Emergency Management	Commodity No. and Description: 781420
Requisition No.: RQ177606	Transport conveyance rental or lease 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:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		

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Vendor: _____

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.

<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 the North Carolina Department of Public Safety)</p>

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1.0 PURPOSE AND BACKGROUND

The Division of Emergency Management (NCEM) is soliciting proposals from qualified Vendors to provide Emergency Transportation Services. North Carolina Emergency Management (NCEM) is a government organization that administers state and federal emergency management programs enabled by the Robert T. Stafford Act and North Carolina General Statutes Chapter 166A. To respond to and satisfy the needs of the state during All-Hazard Responses. NCEM requires an All-Hazard disaster convenience contract for Emergency Transportation be used to meet the needs for the citizens during an emergency. The period of this contract shall be for three (3) years with no renewals. The State will make multiple awards to ensure adequate resources are available to meet disaster needs.

It is the responsibility of NCEM to coordinate state emergency management efforts. State transportation assets are used first to distribute emergency commodities (food, water, ice, and tarps), and equipment (pumps, generators, and sandbaggers) during All-Hazard responses. The State may be required to handle well over fifty (50) transportation requests a day on top of routine daily deliveries. This increase in transportation needs has required the State to augment its internal resources with commercial trucking assets. Trucks may or may not make multiple delivery stops and can make deliveries anywhere in North Carolina or to another state if requested. Deliveries can be required after normal business hours to include nights, weekends and holidays in addition to daytime deliveries. A Vendor representative will be required in the State Emergency Operations Center to assist in asset dispatching and tracking deliveries during large All-Hazard Responses. The Vendor representative(s) will be required 24 hours a day until the All-Hazard Response is over. An All-Hazard Response may last a few hours, days, weeks, or months.

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

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").

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

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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	June 16, 2025
Submit Written Questions	Vendor	June 30, 2025, by 2:00pm, ET
Provide Response to Questions	State	July 3, 2025
Submit Proposals	Vendor	July 9, 2025, at 2:00pm, ET Microsoft Teams Need help? Join the meeting now Meeting ID: 266 059 118 885 7 Passcode: xf3gz2Lm Dial in by phone +1 984-204-1487,,15549612# United States, Raleigh Find a local number Phone conference ID: 155 496 12# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 112 832 693 7
Contract Award	State	To be determined

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.

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Vendors will enter “**RFP #: 19-RFP-1487638366-PTW – 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.

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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 Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP: 4.10 Support Questionnaire and Emergency Contact, 6.1 Billing Manager and Customer Service
- f) Completed version of ATTACHMENT A: PRICING FORM
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

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.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

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

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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) able to perform and meet the specific RFP Specifications 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, 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.

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, to result in an award most advantageous to the State:

1. Vendor Technical Approach
2. Vendor Qualifications – Section 4.5
3. Vendor Experience – References – Section 4.5 and 4.6
4. Pricing – 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 FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

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

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

1. Each PO must have its own invoice.
2. PO number must be on all invoices.
3. Invoices line items must be formatted to match PO.
4. Invoices with errors or missing items will be delayed for processing.

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

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

4.6 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. 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 SUPPORT QUESTIONNAIRE AND EMERGENCY CONTACT

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day seven days a week. This requires that Vendors shall have personnel and the capability to respond to order requests after hours, weekends and during holidays. **All fields are MANDATORY and must be completed.**

NCEM QUESTIONS		VENDOR RESPONSE
Indicate normal hours of operations.		
Provide Support 24/7/365?		<input type="checkbox"/> YES <input type="checkbox"/> NO
Response Time from Order Placement to Shipment?		
Are you willing to furnish and deliver outside of your normal hours of operation?		
If the answer is yes, state, and additional charges.		\$
ADDITIONAL AGENCY QUESTIONS		VENDOR RESPONSE
Projected Response time – Initial		
Projected Response time for additional support personnel		<input type="checkbox"/> YES <input type="checkbox"/> NO
24 Hour Emergency and Contract Administration Contact Information		
Provide at least one 24/7 emergency contact by which orders can be placed	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	
Provide the contact for the vendor contract administrator	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

It is the responsibility of NCEM to coordinate state emergency management efforts. State transportation assets are used first to distribute disaster commodities (food, water, ice and tarps), and equipment (pumps, generators and sandbaggers). The State may be required to handle well over 50 transportation requests a day on top of routine daily deliveries. This increase in transportation needs has required the State to augment its internal resources with commercial trucking assets. Trucks may or may not make multiple delivery stops, and can make deliveries anywhere in North Carolina or to another state if requested.

5.1 GENERAL

Deliveries can be required after normal business hours to include nights, weekends and holidays in addition to day time deliveries. A Vendor representative shall be required to be located at the State Emergency Operations Center to assist in asset dispatching and tracking deliveries during large disasters. The Vendor representative(s) shall be required to be on site 24 hours a day until the disaster response is over. A disaster may last a few hours, days, weeks or months.

5.2 TASKS/DELIVERABLES

1. Short Haul Services
 - a. Tractor only - Bobtail services are needed to haul FEMA or State owned or leased trailers from point of origin to consignee. May have to bobtail full, partially full, or empty dry van or refrigerated trailers. May require team drivers. Dry van - 48 foot or 53 foot trailer with tractor and driver will typically be used to transport shelf-stable

- meals, bottled water, tarps, sandbags, and miscellaneous small equipment. May haul medical supplies, and may require team drivers. Dry van trailers may require lift gates on the back for ease of unloading at consignee.
- b. Refrigerated trailer - 48 foot or 53 foot trailer with tractor and driver will typically be used to haul palletized bags of ice or USDA food from point of origin to consignee.
- d. Flatbed - A flatbed with tractor and driver will typically be used to haul small and medium equipment, construction materials, and/or alternative feed from point of origin to consignee. Flatbeds with Moffett forklifts may also be required.
- e. Low-boy and Sliding Axle - This resource with tractor and driver will typically be used to haul heavy equipment from point of origin to consignee.
- f. Box truck - This resource (can be a straight 18-24 foot truck) with driver and will typically be used to haul small quantities (2-8 pallets) of disaster supplies. Box trucks with lift gates may be required for ease of unloading at consignee. Team drivers may be required rarely to assist distributing medical supplies to hospitals.
- g. Cargo van - This is resource with driver. This rarely requested resource will be used to distribute small quantities of disaster commodities or equipment to affected areas.
- h. Material handling equipment - Each vehicle, with the exception of a tractor only for bobtail services and a cargo van, will be required to have one (1) pallet jack on board capable of moving pallets weighting up to 3,500 pounds. Each vehicle must come with appropriate load bars, dunnage bags, or other load stabilizing devices.
- i. Staging Yards or Forwarding Locations – Please list any Vendor sites/properties located within and immediately around North Carolina that could be used for cross docking/staging purposes. Please add other rows as necessary

FACILITY NAME	LOCATION ADDRESS	LOCATION SIZE	GROUND	TYPE
Example Site	Full Street, City, State, Zip	10 acres/250 trucks	dirt/gravel/grass	open/gated/secured

2. Points of origin - Resources will typically arrive and be loaded at a warehouse facility, whether it is a State or commercial vendor location. However, resources must be able to respond to and arrive at point of origin anywhere in North Carolina within six (6) hours of being requested. Some points of origin may or may not have a loading dock. It is the responsibility of the point of origin to load the vehicle.
3. Team driving - Team driving may be necessary in rare instances to ensure a load arrives to the consignee by a specific date and time. The State will specifically identify when team driving is required.
4. Fleet services - The State may require the Vendor to stage and operate a fleet of tractor trailers to ensure timely delivery of disaster supplies and equipment. The State will specifically identify when a fleet is needed, and how many tractor trailers are required.
5. Freight -As annotated above, freight may consist of disaster commodities (food, water, ice, and tarps) or disaster equipment (generators, pumps, and sandbaggers). Some freight may contain hazardous materials. It is the responsibility of the Vendor to properly use qualified equipment operators and placards when hauling any hazardous materials. For an example of such use, one trailer load contained palletized gallons of bleach for health departments during Hurricane Irene (2011). It is the responsibility of the Vendor to ensure the loaded items are delivered in good condition to the consignee. Drivers are responsible for ensuring their respective vehicles are properly loaded and secured.
6. Bill of Lading - NCEM will create and provide the truck driver with three (3) bills of lading (waybills) for every delivery required. Each bill of lading must be signed by both the consignee and the driver. One is for the end user, one is for the truck driver, and one must be returned to the vendor in order to be reimbursed. All paperwork being returned for invoice purposes must be originals and not copies.
7. Consignee - The consignee can be located anywhere in North Carolina, and may or may not have a loading dock and appropriate material handling equipment. The consignee must sign for deliveries made, and no delivery can be made without a consignee representative present. The Vendor must realize that the consignee may be located in a heavily impacted area where power, main roads, or other infrastructure may be unavailable or unusable. In the event the consignee is unavailable, the driver will contact the consignee to attempt the delivery. If the consignee cannot be

reached, then the driver shall contact the Vendor and the Vendor shall contact the State to coordinate how to handle the load.

8. Unloading - During and immediately after a disaster, the consignee may or may not have adequate staff to unload the delivery. Drivers must be prepared to assist the consignee in unloading the vehicle.
9. Backhauling - In the event the driver cannot make delivery, or the delivery is rejected by the consignee, the driver shall contact the Vendor and the Vendor shall contact the State for further instructions on backhauling the load. Consignees cannot have the driver deliver to another location without prior approval from the State.
10. Dead-heading - The State recognizes that no Vendor has an unlimited supply of vehicles and drivers in any one region of North Carolina. Dead-heading to the point of origin, and returning from the consignee (for one-time deliveries) is allowable up to a maximum of 300 miles total per tasked mission.
11. GPS Tracking- Each trailer (Dry Van, Refrigerated, and Low-boy) shall have GPS tracking capabilities installed prior to dispatch for delivery.
 - a. Equipment shall not be moved without an associated PO being assigned prior to movement.
 - b. Equipment shall not be moved without authorization/approval from Logs Chief or Coordinator.
12. Trailer Leasing
 - a. Dry van - The State may require the Vendor to lease to the State 48 or 53 foot dry van trailers with or without lift gates for State use. Leased trailers may be used for drop load purposes, or with State owned tractors. Vendors must include appropriate use documentation (e.g. interchange agreement) within its proposal for technical review.
 - b. Refrigerated trailer - The State may require the Vendor to lease to the State 48 or 53 foot refrigerated trailers for State use. Leased trailers may be used for drop load purposes, or with State owned tractors. Vendors must include appropriate use documentation (e.g, interchange agreement) within its proposal for technical review. Refueling of refrigerated trailers during State use will be the responsibility of the State.
 - c. Low-boy and sliding axle - The State may require the vendor to lease to the State low-boy and sliding axle trailers with associated hardware for State use. Leased trailers will be used for hauling heavy equipment. Vendors must include appropriate use documentation (e.g. interchange agreement) within its proposal for technical review.
13. Administrative
 - a. Placing orders - A State Emergency Response Team (SERT) authorized representative will contact the Vendor when services are needed. The SERT representative will have details as to exact services requested and will brief the Vendor on the situation at hand. Orders will have a specific mission number and/or emergency purchase order number assigned. The Vendor shall only act on missions assigned by the authorized SERT representative.
 - b. Delivery tracking
 - i. On-site coordination - The State may require the Vendor to provide one or more representatives at the State Emergency Operations Center to coordinate orders and deliveries. The SERT typically works 12-hour shifts and may be operational 24 hours a day until the disaster is over with.
 - ii. Off-site coordination - The State recognizes that not all situations require on-site coordination. Payment for off-site coordination is authorized only for the time required to dispatch resources, coordinate with the authorized SERT representative, and actual contact time with drivers.
 - iii. Driver communications - Drivers may contact the consignee for specific directions or other necessary information to fulfill the tasked mission. However, drivers are not allowed to contact the consignee to schedule early or late deliveries without prior approval from the SERT representative. Scheduled delivery dates and times must be adhered to as best as possible. Drivers must keep the Vendor and the State up to date on estimated time of arrivals; therefore, drivers must have fully charged and operational cellular telephones on them while making deliveries.
 - iv. Driver Reporting- Vendor drivers will report to NCEM at the time of Warehouse Departure, Destination Arrival, or any other determined intervals from the NCEM Distribution Manager. Vendor drivers should also communicate any and all delays, re-routes, hazardous conditions, and/or any other pertinent information or deviations to NCEM as soon as reasonably possible.
 - v. Proof of delivery- The State requires one fully signed original bill of lading be returned to the State with the Vendor's invoice for audit purposes. Drivers must notify the State as soon as possible when delivery was made.
 - c. Disaster Area Entry - Counties or municipalities may establish curfews and/or restrict access to areas of the state during and immediately after large scale or catastrophic disasters. Vendors with assigned missions will be granted access based upon local decisions in accordance with North Carolina General Statute § 166A-6.03. During such times, drivers will be required to affix an entry certificate to their vehicles. Certificates will be

- provided by NCEM to the Vendor, and it is the Vendor's responsibility to provide them to the drivers. If the point of origin is an NCEM warehouse, then the certificate may be provided directly to the driver by the State.
- d. **Weight and Time Waivers** - The State will have to make deliveries where the weight may be slightly greater than authorized USDOT or state limits, and drivers may have to exceed a standard 12-hour USDOT work day. To ensure the mission is accomplished, and to protect all parties, the State may issue via an executive order from the Governor weight waivers (up to 90,000 pounds GCVW) and/or driver time waivers (extension of 3 hours to the authorized driver's work time) in accordance with federal and state laws, rules, and regulations. When this occurs, the State will provide the Vendor a copy of any waiver issued.
 - e. **Preventative Maintenance and Break downs** - Vendors shall ensure that all internal and sub-contracted equipment is fully functional. In the event a Vendor resource breaks down during an assigned mission, the Vendor shall provide a replacement resource within three (3) hours, cross-load any commodities or equipment. and continue to make the delivery at no additional cost to the State. Vendors shall notify the State promptly of any known break down to ensure coordination is made with all affected parties.
 - f. **Billing**
 - i. **Free time** -Vendors shall allot the State two (2) hours of free time for each tasked mission. Arrival and departure times must be annotated on the bill of lading to properly document any free time.
 - ii. **Loaded mile** - Vendors shall bill by the loaded mile. Loaded mile starts at the point of origin and ends at consignee's location.
 - iii. **Dead-heading**
 - 1. **To point of origin** - The State understands that no resource is at the required point of origin and may be dispatched within the region. A maximum of 300 miles is authorized for dead-heading to the point of origin. Drivers must properly document beginning miles to point of origin and ending miles at point of origin in order to properly audit dead-head miles. Proper documentation may include a copy of the driver's USDOT logbook, or adding start and stop miles on the bill of lading, and providing a copy of the driver's USDOT log book upon request by the State. Failure to comply with this requirement will result in the Vendor not being reimbursed.
 - 2. **Bobtail services** - The State may require the vendor to either pick up or deliver a trailer at a location anywhere in North Carolina. When tasked to provide bobtail services, dead-head mileage shall be billed when going to or from point of origin/consignee, and loaded mileage shall be billed when transporting the trailer to or from point of origin/consignee. A maximum of 300 miles is authorized for dead-heading to/from point of origin/consignee when providing bobtail services. Bobtail services shall not be billed when not requested by the State.
 - iv. **Detention lime** - When not tasked to perform fleet short-haul services, and the driver is held for more than two hours at point of origin or consignee by the State, then the Vendor shall bill detention time at the quoted price in quarter hour increments. Arrival and departure times must be annotated on the bill of lading to properly document any detention time.
 - v. **Refrigerated trailer fuel** - The State is responsible for refilling refrigerated trailer fuel tanks during long term use. Prices quoted by the Vendor shall include full fuel tanks in refrigerated trailers at time of order, and the State shall not be billed for refueling refrigerated trailers upon full return to the Vendor or the end of the tasked mission.
 - vi. **Fuel Surcharge** - Fuel surcharge is a billable expense during tasked dead-head and loaded mile transportation missions. To calculate fuel surcharges, the following shall be used:
 - 1. The U.S. Energy Information Administration weekly U.S. East Coast PADD1 fuel price tables for petroleum and other liquids (found at <http://www.eia.gov/petroleum/gasdieselO>) shall be used to establish the cost of fuel during the tasked mission;
 - 2. The Vendor shall provide appropriate documentation demonstrating all authorized loaded and dead-head miles for the tasked mission;
 - 3. The Vendor quoted cent per mile fuel surcharge table shall be used to identify the cost per mile for fuel surcharges; and
 - 4. The total amount of authorized miles times the fuel surcharge cost per mile shall be the total fuel surcharge billed for each tasked mission.
 - vii. **Team driving** - Team driving shall not be billed to the State unless team drivers are officially requested by the State. When the State requests team driving, then the Vendor shall bill a separate line item of

- "team driver," and the cost shall be the same rate of loaded or dead-head mileage for the second driver. Each line item shall be documented on the bill by each tasked mission.
- viii. Fleet services -When Vendors are tasked to provide fleet services, then the allowable billable cost per resource shall be the Vendor' quoted daily rate or total of above billable costs, whichever is the lessor of the two. Fleet services shall only be billed if the State specifically requests such services, and only those resources providing fleet services shall be billed in this manner.
 - ix. Highway use fees and accessorial charges - The Vendor shall not bill the State for highway use fees, and accessorial charges including, but not limited to, the following as provided under Chapter 32 of the Internal Revenue Code:
 - 1. Inspection tax;
 - 2. State road use tax;
 - 3. State sales and use tax;
 - 4. Federal tax;
 - 5. Superfund charge;
 - 6. LUST fee;
 - 7. NORA fee; and the
 - 8. Oil Spill Liability Trust Fund.
 - x. On and off-site coordination
 - 1. On-site coordination shall be billed at the Vendor's quoted hourly rate starting with the time of request to time of release. Only actual working hours -to include travel time -shall be billed in increments of quarter hours, with a one (1) hour minimum per event if this service is requested by the State. No on-site coordination shall be billed to the State if services are not specifically requested.
 - 2. Off-site coordination shall be billed at the Vendor's quoted hourly rate for actual time coordinating transportation services between the State and drivers. Only actual working hours shall be billed in increments of quarter hours, with a one (1) hour minimum per event if this service is requested by the State. No off-site coordination shall be billed to the State if services are not specifically requested. Vendors shall keep a detailed contact log and provide such log to the State with the invoice to validate such costs.
 - xi. Administrative fees -The State recognizes that Vendors providing transportation services may require administrative support to prepare invoices. Tasked vendors are authorized to bill up to a maximum of \$1,000 of administrative fees per disaster or event. However, tasked Vendors must provide adequate documentation demonstrating administrative support services were used. Failure to properly document administrative support will result in the Vendor not being reimbursed by the State.
 - xii. Invoices
 - 1. Invoice packages shall be sent to and received by the State within fifteen (15) business days of completing all services requested.
 - 2. Invoice packages shall include, at a minimum, the following items:
 - a. Disaster or event summary cover letter;
 - b. Actual invoice
 - c. Original signed bills of lading organized by date/time
 - d. Dead-head mileage documentation if not included as part of actual invoice
 - e. Administrative fee documentation (if being billed)
 - f. Other supporting documentation (trailer lease documentation, fleet driver logs, etc.) as needed to validate invoice; and
 - g. After-action report by the vendor denoting strengths and areas of improvement for services rendered during the disaster or event.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.5 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 BILLING ADMINISTRATION

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

6.1 BILLING MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues. For example: scheduling, delivery, etc.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 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.

6.3 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 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.

6.4 DISPUTE RESOLUTION

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

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

6.5 CONTRACT CHANGES

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

6.6 ATTACHMENTS

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:
<https://ncadmin.nc.gov/documents/vendor-forms>

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ATTACHMENT A: PRICING FORM

Offeror shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.

Prospective Vendors must provide the following information in the spaces provided to allow for a complete evaluation of proposal package. If additional space is needed, Vendor shall attach detailed information to this pricing form.

Short Haul Services		
Truck W/Driver	Mile Rate	Dead-head Rate
Tractor with wet line kit and no trailer (bobtail service)		
Tractor without wet line kit and no trailer (bobtail service)		
Tractor without wet line kit and with 48- or 53-foot dry van trailer with or without lift gate		
Box truck (straight) with or without lift gate		
Tractor without wet line kit and with refrigerated trailer		
Tractor with wet line kit and with low-boy or sliding-axle trailer		
Detention time hourly rate		

Leased Trailers			
Trailer Rental Rate	Daily	Weekly	Monthly
PUP Trailer			
48-foot dry van (freight) trailer with or without lift gate			
53 foot dry van (freight) trailer with or without lift gate			
Low-boy or sliding axle trailer			
Refrigerator trailer			

Coordination Services	
Hourly rate for on-site transportation coordination (anywhere in NC)	
Hourly rate for off-site transportation coordination	
Daily rate for off-site transportation	

* Coordination service rates includes any associated travel, per diem, and administrative costs.

Cross-dock Crew	
Hourly rate for cross-dock personnel (anywhere in NC)	
Daily rate for cross-dock personnel (anywhere in NC)	

Additional Options

Rental Rates	Daily	Weekly	Monthly
Site Parking/Staging			

Cent Per Mile Fuel Surcharge Table

(Note: No other fuel surcharge table or calculation will be accepted by the State- EIA Weekly PADD1)

Fuel Price	Charge Per Mile	Fuel Price	Charge Per Mile	Fuel Price	Charge Per Mile
\$2.940 - \$2.999					
\$3.000 - \$3.059					
\$3.060 - \$3.119					
\$3.120 - \$3.179					

\$3.180 - \$3.239					
\$3.240 - \$3.299					
\$3.300 - \$3.359					
\$3.360 - \$3.419					
\$3.420 - \$3.479					
\$3.480 - \$3.539					
\$3.540 - \$3.599					
\$3.600 - \$6.659					
\$3.660 - \$3.719					
\$3.720 - \$3.779					
\$3.780 - \$3.839					
\$3.840 - \$3.899					

Fuel Surcharge Scale Continuation: Add ___ cent per mile for every 6 cents per gallon increase in the fuel index

VENDOR QUESTIONNAIRE

To properly measure technical approach of the Vendor to meet the intent of this Request for Proposal, all Vendors shall complete the following:

Vendor Owned Capabilities

Type of Resource	Total Available Resources	Available Upon Hours of Notification 1		
		24 Hrs.	48 Hrs.	72 Hrs.
Over The Road (OTR) Tractor w/Wet Line Kit				
OTR Tractor w/o Wet Line Kit				
Box Truck (Straight)				
Cargo Van				
Dry Van (Freight) Trailer 2				
Flatbed Trailer without Moffett Forklift				
Low-boy and/or Sliding Axle Trailer				
Refrigerated Trailer				

* Information on assets available upon notification is requested in recognition of the fact that vendor assets are initially involved in routine business. It is implied that when quoting vehicles, the vendor is also including at a minimum of one (1) qualified driver per vehicle.

* By identifying the number of available trailers, the vendor certifies that such equipment comes with applicable fuel tanks, hoses, fittings, couplings, straps, hoists, webbing, dunnage, chains, ratchets, load balancing, load stabilization and any other needed devices.

Vendor Leased or Sub-Contracted Capabilities

Type of Resource	Total Available Resources	Available Upon Hours of Notification 1		
		24 Hrs.	48 Hrs.	72 Hrs.
OTR Tractor with a Wet Line Kit				

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Vendor: _____

OTR Trailer Without a Wet Line Kit				
Box Truck (Straight)				
Cargo Van				
Dry Van (Freight) Trailer 2				
Flatbed Trailer without Moffett Forklift				
Low-boy and/or Sliding Axle Trailer				
Refrigerated Trailer				

* Information on assets available upon notification is requested in recognition of the fact that vendor assets are initially involved in routine business. It is implied that when quoting vehicles, the vendor is also including at a minimum of one (1) qualified driver per vehicle.

* By identifying the number of available trailers, the vendor certifies that such equipment comes with applicable fuel tanks, hoses, fittings, couplings, straps, hoists, webbing, dunnage, chains, ratchets, load balancing, load stabilization and any other needed devices.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

The remainder of this page is intentionally left blank.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? Yes No

If yes, provide Vendor #: _____

If no, does Vendor qualify for certification as HUB? Yes No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For Goods procurements, are you using Tier 2 suppliers? Yes No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? Yes No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE FORM

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
- 3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date