

RFP# 40-DWI

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Martin Edwards & Associates, Inc.



North Carolina Department of Public Instruction
Transportation Service
Towing/ Storage/ Sale of Vehicles
RFP # 40-DWI
Eastern Region
North Carolina

301 North Wilmington St.
Raleigh, NC 27601

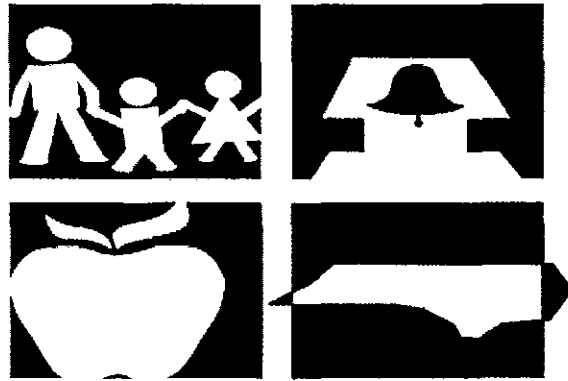
Due: February 7, 2012
3:00 p.m.

Original

MEA

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Public Schools of North Carolina



North Carolina Department of Public Instruction Transportation Service

Towing/Storage/Sale of Vehicles

RFP# 40-DWI

Purchasing Chief, Chuck Clements

January 24, 2012

**Title: Towing/Storage/Sale of DWI Vehicles for Public Schools
Request for Proposals**

Issue Date: January 24, 2012

RFP#: 40-DWI

Issuing Agency: Public Schools of North Carolina
North Carolina Department of Public Instruction
301 North Wilmington Street
Raleigh, North Carolina 27601-2825

Using Agency: Public Schools of North Carolina

Purpose: To select Contractors to tow, store, and sell vehicles seized under North Carolina's DWI law and to transfer proceeds to the Public Schools

How to Respond to this RFP: Proposals must be submitted in one package: The package is to contain three copies of the Proposal with each labeled "Copy of Proposal and two original signed copies of the Proposal with each labeled "Original Signed Copy."

Deadline: Proposals subject to the conditions of this RFP, will be accepted until 3:00 p.m. February 7, 2012

SEND ALL PROPOSALS DIRECTLY TO THE PURCHASING CHIEF AT THE ISSUING AGENCY ADDRESS ABOVE.

Direct all inquiries regarding this RFP: Chuck Clements, Section Chief
Purchasing and Contracts
NC Department of Public Instruction
301 North Wilmington Street
Raleigh, North Carolina 27601-2835
919-807-3661

Proposals received after 3:00 pm February 7, 2012 will be disqualified and will be considered "non-responsive" to the terms of this Request for Proposals. Proposals MAY NOT be submitted by electronic means (FAX or Email). **Questions concerning the specifications in this Request for Proposals will be received until 12:00 pm January 31, 2012, via email – chuck.clements@dpi.nc.gov, or by fax – 919-807-3660.** A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

Prohibited Communications: FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) 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, DEPARTMENT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS DETERMINED THAT THE

BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE ISSUING AGENCY IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

1. INTRODUCTION

On December 1, 1997, a law went into effect that resulted in the immediate seizure of vehicles of drivers arrested for DWI who are driving with a revoked license for DWI.

On October 14, 1998, Governor Jim Hunt signed into law Senate Bill 1336 (SB1336). This law made several substantive changes, including the following:

- Provides for the expedited sale of many vehicles. Upon proper notification, any vehicle valued at \$1500 or less may be sold prior to the outcome of a trial. Similarly, any vehicle that accumulates at least 85% of its value in towing and storage costs may be sold prior to the outcome of a trial.
- Allows school districts **and** contractors to charge **up to \$10** per day for storage.
- Allows for DPI to enter into a statewide contract or regional contracts for the towing/storage/sale of seized vehicles.
- Requires a \$10 per vehicle administrative fee to be paid to the state from the proceeds of each vehicle sold and to be paid by any person to whom a vehicle is released.

This document provides the scope of work for a statewide contract for towing/storing/selling vehicles seized under this law. **Contractor is responsible for compliance with all applicable aspects of this law (General Statute 20-28.3 - 20-28.9).**

Currently the contract applies to all counties in North Carolina except Cleveland. Up to four more county boards of education MAY be authorized to process their own DWI vehicle at some time during the contract period. Note: The number of counties is capped at five (including Cleveland) during this contact period; however, in a 2011 solicitation, no other counties opted to process their own DWI vehicles.

Beginning June 1, 2010 the state was divided into two sections – East and West – as indicated below. Offerors may submit responses for one or both of these sections. A separate response must be submitted for each section. A vehicle storage facility is required to be maintained in the region for which a response is submitted. **The state reserves the right to contract with separate entities for the East and West.**

Eastern Section – East of and including Anson, Montgomery, Randolph, Alamance and Caswell Counties.

Current contractor: Martin Edwards and Associates, Linden, NC.

Western Section – West of and including Union, Stanly, Davidson, Guilford and Rockingham.

Current contractor: Eastway Wrecker Service, Charlotte, NC.

No seized vehicles held by the current contractors will be transferred to any new contractor.

2. SCOPE OF WORK

Contractor provides services to tow, store, process, maintain, and sell vehicles seized under North Carolina's DWI law. The Contractor must meet the following requirements, many of which are stipulated in General Statute 20-28.3-28.9.

To the extent that any procedural steps or obligations required by state law are not specifically mentioned herein those items are the responsibility of the Contractor. Furthermore, if any provision herein is in conflict with state law, the provisions of the law shall control. Compliance with **General Statutes 20-28.3 – 20-28.9** is the responsibility of the Contractor. Compliance shall include all rules and/or procedures adopted by the North Carolina Division of Motor Vehicles and DPI for the towing, storage, and sale of vehicles under the law.

2.1 Towing Seized Vehicles

The initial towing of the vehicle can be conducted by the rotation wrecker service used by the law enforcement agency that seizes the vehicle. The Contractor is authorized and encouraged to subcontract with one or more towing companies in each county for the initial towing of a seized vehicle. If, in any county, the Contractor chooses to contract for local towing services, all towing companies on the towing list for each law enforcement agency with jurisdiction within the county shall be given written notice and an opportunity to submit proposals prior to a contract for local towing services being awarded. (G.S. 20-28.3D).

- a) The local company that initially tows the vehicle will do so upon notification from the charging officer. It is the duty of that officer to process the defendant and the vehicle such that a hold will be applied to the vehicle by the Division of Motor Vehicles. Such vehicle appears on a daily seizure report to which the contractor will be granted access. If contractor is notified that a particular vehicle has been seized yet there is not hold applied, contractor is required to contact the charging officer or local law enforcement agency to arrange for the hold to be applied.
- b) The vehicle will remain with the local company that initially towed the vehicle for no less than two (2) business days to allow time for (i) an owner of any personal property stored in the vehicle to remove the said property or (ii) for an owner or lienholder to obtain the pre-trial release of the vehicle. If a vehicle owner, lienholder or the defendant files a petition for release of the vehicle prior to its removal from the county in which it was seized, Contractor may make arrangements with the initial towing company for the vehicle to remain with the initial towing company in or near the county in which it was seized until the court rules on the petition, if it would be more economical.
- c) Contractor shall transport a vehicle from a commercial towing company to the Contractor's storage location within five (5) business days of seizure unless a petition is pending or local storage arrangements have been made as set forth above.
- d) Contractor shall pay the towing and storage charges as established by N. C. G. S. Sec. 20-28.3 to the commercial tow company which towed and stored the seized vehicle when it is obtained from the commercial tow company. The Contractor will be reimbursed this expense when the vehicle is released or sold (assuming that the selling price exceeds these charges). Neither the State nor any local board of education will be obligated to pay a deficit arising from the sale of any forfeited vehicle.
- e) In the event that a vehicle owner or lienholder obtains a release of a vehicle but fails or refuses to pay for the outstanding towing and storage charges accrued against the vehicle, then the Contractor shall use the mechanics' lien provisions provided in 20-28.4 to recoup those charges. In such case, storage charges and proceeds shall be split with the school district using the same process as if this was a forfeited vehicle (G.S. 20-28.5(b)).

2.2 Storing Seized Vehicles

- a) Contractor shall be responsible for the safety of the motor vehicles in their custody and control.
- b) Contractor shall document personal property in each vehicle at the time he takes possession. Prior to the sale of any vehicle, personal property shall be processed as instructed by DPI.
- c) Contractor shall provide to DPI, on the 1st of each month, a computerized up-to-date inventory of all motor vehicles in their custody and control.

- d) The computer file shall be in a format provided by DPI and shall contain information in the following fields: the year, make and model of the vehicle, the vehicle identification number (VIN), the name of the registered owner, the name of the registered lienholder(s), the name of the defendant, the criminal court file number, the name of the law enforcement agency that seized the vehicle, the license plate number and state, the date seized, the county of seizure, the value of the vehicle as determined by the Division of Motor Vehicles for tax purposes, the status of the vehicle, towing charges and all accrued storage charges.
- e) Contractor shall photograph using a digital camera each vehicle that is impounded within 2 business days of when the vehicle is received by the Contractor and shall send file(s) upon request to DPI. Included in the photograph shall be an identification number or other means of identifying the vehicle. Contractor should take additional pictures of body damage or contents which might later be brought into question by an owner or lien holder to whom said vehicle might be released.
- f) All records and files, including those listed in (c) and (d) above shall be maintained for a minimum of three years after the final disposition of each vehicle.
- g) Contractor shall record the value of the vehicle as determined by the Division of Motor Vehicles for tax purposes. This is the value that is used in calculating expedited sale dates (see below).

2.3 Process and Maintain Seized Vehicles

- a) Contractor shall establish and maintain an office and storage facility within the authorized region and as means of communication with the general public throughout the authorized region, which shall include as a minimum a published telephone number answered during normal business hours, in order to provide general information about the towing, storage, release and sale of seized vehicles and to respond to specific inquiries about the status of seized vehicles and the procedures for obtaining the pre-trial release of vehicles and their contents.
- b) Contractor shall process all paperwork necessary to ensure the lawful sale or return of all vehicles.
- c) Contractor shall maintain vehicles in the condition in which they were received in order to initiate the sale of the vehicles when authorized by the court or when as otherwise provided in the law.
- d) Contractor will not be reimbursed for any expenses incurred to make a vehicle ready for sale without approval by DPI.

2.4 Sale of Seized Vehicles (See Attachment B – Procedures for Selling DWI Vehicles)

- a) Contractor shall document personal property in each vehicle at the time he takes possession. Prior to the sale of any vehicle, personal property shall be processed as instructed by DPI.
- b) Contractor shall notify DPI not less than 20 days prior to the sale of a forfeited vehicle in order to give the school district the opportunity to retain the forfeited vehicle for its use, in accordance with N.C.G.S. 20-28.5 (c). Notification shall include a photograph and lien holder information.
- c) For vehicles valued at \$1,500 or less, the law provides that the vehicle may be sold after 90 days from the date of seizure. Contractor shall ensure that all such vehicles are sold within 120 days of the date of seizure (i.e., within 30 days after the 90 days). No storage fees may be charged beyond the 90 days.
- d) The law provides that any vehicle may be sold whenever the towing and storage costs exceed 85% of the value of the vehicle. The Contractor shall ensure that any such vehicle is sold within 30 days of the date that towing and storage costs exceed 85% of the value of the vehicle. No storage fees may be charged beyond the date when the towing and storage costs exceed 85% of the value of the vehicle.
- e) Contractor shall conduct an advertised sale of the vehicles (auction or sealed bid) and is responsible for sufficient advertising in order to attract a suitable audience to sell vehicles at a reasonable price. The services of State Surplus Property, N. C. Department of Administration, may be used to advertise the sale, under a separate contractual agreement between the Contractor and State Surplus Property.
- f) Contractor shall provide all notices to owners, lienholders and DMV of vehicle sales.
- g) Contractor shall provide DPI with a copy of each bill of sale at the end of each sale as well as an accounting of towing/storage/maintenance charges accrued against that vehicle. Data shall be provided in a format specified by DPI.
- h) The proceeds of the sale shall be used to pay the \$10 administrative fee to the state, cost of the sale, contractor towing fees, towing/storage charges paid by the Contractor to initial tow company and storage

CONTRACT TERMS AND CONDITIONS

1. **Contract Residency.** It is agreed between the parties hereto that the place of this contract, its situs and forum, will be Wake County, North Carolina, and in said county and state will all matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, be determined. North Carolina law will govern the interpretation and construction of this contract.
2. **Project Coordinator.** The Project Coordinator shall be responsible for ensuring Contractor conformance with the terms, conditions, performance specifications as set forth in this contract, and an evaluation of the Contractor's performance. NCSBE has complete discretion in replacing the Project Coordinator with another person of its own choosing.
3. **Right of Termination.** NCSBE may terminate this agreement at any time at its complete discretion by thirty days written notice from NCSBE to the Contractor. In that event, all finished or unfinished documents and other materials shall, at the option of NCSBE, become its property. If the contract is terminated by NCSBE, as provided herein, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service set forth in this agreement.
4. **Method of Payment.** The Contractor will submit an invoice or invoices according to the payment schedule set forth in this agreement. Invoices should be billed to the Payables Section, North Carolina Department of Public Instruction, but directed to the Project Coordinator, as identified herein, for approval of payment. Payment will be made within fifteen days upon receipt by the Payables Section of a requisition for payment from the Project Coordinator confirming that the Contractor has satisfactorily completed the work required under this contract and evidenced by said invoices.
5. **Contract Funding.** It is understood and agreed between the Contractor and NCSBE that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the appropriation of funds to, and allocation by, NCSBE for the purpose set forth in this contract. Should such funds not be appropriated or allocated, this contract shall immediately be terminated. NCSBE shall not be liable to Contractor for damages of any kind (general, special or consequential) as a result of such termination.
6. **Contract Transfer.** The Contractor shall not transfer any interest in this agreement without prior written agreement from NCSBE.
7. **Contract Personnel.** The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this agreement. The Contractor shall not hire, employ or contract with any person currently employed by NCSBE to furnish any material or perform any service on this contract without first assuring compliance with applicable laws of the State of North Carolina and regulations of the State Personnel Commission relating to dual or secondary employment by State employees. In the event the Contractor hires, employs or contracts with any employee of the NCSBE, that fact will be immediately reported in writing, referencing the contract number, to the Purchasing Section, Department of Public Instruction.
8. **Key Personnel.** The Contractor shall not substitute for key personnel assigned to the performance of this contract without prior written approval from the NCSBE Project Coordinator. Key personnel are defined as those individuals named, either by title or by individual name, in the Contractor's offer.
9. **Subcontractor Approval.** None of the work to be performed under this contract by the Contractor or its employees shall be subcontracted without the prior written approval of NCSBE Project Coordinator, unless such arrangement was specified in its offer.
10. **Right to Access to Persons and Records for Audit.** The NCSBE, the State Auditor and the NCSBE's internal auditors shall have access to persons and records to conduct audits of the Contractor's performance of this contract, including access to verify accounts and data affecting fees or performance, both during the period of this contract and for three years after completion hereof. Contractor agrees to maintain all pertinent documents and records relating to this contract for said period of time following completion of the contract period.
11. **Contract Modifications.** This contract may be amended only by written amendments duly executed by and between NCSBE and the Contractor. However, to take advantage of unforeseen opportunities the NCSBE Project Coordinator may make minor modifications that (a) do not change the intent of the contract or the scope of the Contractor's performance; (b) do not increase the Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the State without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the contract must be recorded in writing and signed by the Contractor, Project Coordinator, and placed on file with the Purchasing Section, NCSBE.