



**REQUEST FOR PROPOSAL**

**FOR**

**TRANSPORTATION SERVICES**

**PROPOSAL NUMBER 010-06**

**BID DUE DATE:** Wednesday, September 1, 2010 at 10:00 a.m.

**MAILING ADDRESS:** MS Emergency Management Agency  
ATTN: Edward Williams, Purchasing Chief  
P.O. Box 5644  
Pearl, MS 39288-5644

**DELIVERY ADDRESS:** # 1 MEMA Drive  
Pearl, MS 39208

**CONTACT PERSON:** Edward Williams, Purchasing Chief  
601-933-6390  
ewilliams@mema.ms.gov

## **INSTRUCTIONS AND SPECIAL CONDITIONS FOR PROPOSAL TO PROVIDE TRANSPORTATION SERVICES**

**INVITATION:** Written sealed proposals subject to the conditions herein stated and attached hereto, will be received at this office until 10 a.m., Central Daylight Time, Wednesday, September 1, 2010, for providing the services as described below for the Mississippi Emergency Management Agency.

**DESCRIPTION:** The Mississippi Emergency Management Agency (hereinafter referred to as “MEMA”) is hereby requesting written proposals to provide transportation leases and services as an Emergency Standby Services Contract. It is the intent of MEMA to award multiple contracts in order to insure the availability of services following a disaster.

MEMA will receive proposals from firms having specific experience and qualifications in the areas identified in the solicitation. For consideration, proposals for the project must contain evidence of experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MEMA may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide profiles and resumes of staff to be assigned to the project, references, illustrative examples of similar work performed and any other information that clearly demonstrates the offeror’s expertise in the area of the solicitation.

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation and this Request for Proposal document to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria:

1. The overall quality of the proposed plan and management team for performing the required services – Critical (total points-20)
2. Understanding of the project and its objectives – Very Important (total points-15)
3. Familiarity with MEMA, and FEMA – Important (total points-10)
4. The degree of completeness of response to the specific requirements of the solicitation – Important (total points-10)
5. Proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible –Important (total points-10)
6. The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting – Very Important (total points-15)
7. A record of past performance of similar work. Direct experience in Mississippi is desirable – Critical (total points 20)
8. Price – Important (total points-10)

Inquiries regarding this Request for Proposal must be directed to:

Edward Williams, Purchasing Officer  
Mississippi Emergency Management Agency  
#1 MEMA Drive  
Pearl, MS 39208  
[ewilliams@mema.ms.gov](mailto:ewilliams@mema.ms.gov)

Proposals and attachments must be submitted to:

Edward Williams, Purchasing Officer  
Mississippi Emergency Management Agency  
#1 MEMA Drive  
Pearl, MS 39208  
[ewilliams@mema.ms.gov](mailto:ewilliams@mema.ms.gov)

**I. SPECIFICATIONS, TERMS AND CONDITIONS FOR TRANSPORTATION SERVICES:**

**A. General Statement:** All services listed in this statement are to be performed by contractor unless otherwise noted. MEMA is desirous of securing services to provide transportation services on an emergency standby basis following natural and man-made disasters. Additional information may be obtained by written request from, Edward Williams, Purchasing Officer, MEMA, #1 MEMA Drive, Pearl, MS 39208.

**B. Detailed Minimum Specifications:** Devise a written proposal that will illustrate the ability to work along with key MEMA personnel to provide a functional transportation system to support commodity distribution within the State during a natural or manmade disaster. As emergency situations occur, the need for transportation and logistics services into the area affected by a disaster are most critical. An efficient, reliable and highly flexible operation is needed to provide the agency as well as local governments the supplies needed to present relief to citizens in the affected area. The state, in conjunction with the vendor, will establish pre-disaster requirements during a known event. At that time a Purchase order will be provided to vendor to initiate the lease of trailers and movement of equipment to the state staging area as outlined in the agreed plan. The service provider must possess an adequate infrastructure as well as information technology to efficiently manage, communicate and process various levels of supplies to the “affected area.” Staging area locations in the state are located at Camp Shelby, Hattiesburg, Mississippi; Grenada, Mississippi and Tupelo, Mississippi. Offeror shall also appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits. The written proposal should be such that it clearly and fully explains how the offeror will meet the following requirements:

**1. Operational Requirements**

- a. Transportation Brokerage: Over the road truck or fleet truck, one way service (provide the most cost effective service) to a cross dock facility from a State contract vendor (out of State) for commodities (water and meals). Commodities will be cross docked into trailers leased by the State. Vendor will provide documentation of commodities cross docked from over the road trucks into leased trailers.
- b. Vendors Dock Management and Facility: Expected to be available 7 days a week 24 hours a day (if required) when vendor is notified of commodities purchased for disaster preparedness and shipped to vendor identified address. Vendor will not be required to maintain facility open 24 hours (unless this is vendor’s normal operation) after state has received all purchased commodities and starts receiving federal commodities. Vendors dock management and facility must further meet these requirements:

- i. 24 Hours availability during a crisis;
  - ii. Centralized Management- Service provider with a director or manager of all operations during crisis period. Flexible labor force to receive vendor loads into cross dock facility;
  - iii. Material handling equipment to move palletized shipments;
  - iv. Trailer drop yard or space for inbound vendor loads – 50 trailers;
  - v. Secure drop yard – fenced in facility – central entry point; and
  - vi. Facility must be a flow through operation – to efficiently process loads.
2. **Transportation Network** – Ability to move 10 – 75 shuttle loads daily from the State Staging Area (SSA) to designated County Staging Areas (CSA) with through put (as required) to Point of Distribution (POD) site within affected counties and drop and recover trailer as required.
3. **Shuttle** – Service provider will supply power units to shuttle loads between providers cross dock location (commodities purchased by the state), State staging facilities, to County Staging Area (CSA), to Point of Distribution (POD) site during crisis period. Provide up to 50 short term lease trailers (trailers may be owned or leased from outside source) during crisis (mobilize and secure units within 48 hours of potential crisis when alerted by MEMA Logistics and purchase order provided to vendor).

Centralized Management Transportation – Communicate operational statuses of all equipment during crisis period.

P & D (Pick up & delivery) - Need to possess ability to efficiently stage/extract equipment from POD (Point of Distribution) locations.

FEMA will be providing trailers with commodities to the State Staging Area these commodities will be tracked and moved to County Staging Area and Point Of Distribution sites by shuttle power units.

4. **Fuel Procurement** – Service provider must possess the ability to provide fuel to support operations.
5. **Information Management System** – Information Management system will be utilized to manage data/information flows back to MEMA Logistics at the State Emergency Operations Center (SEOC) and the State Staging Area. System redundancy is a must. Information management back up systems would preferably be located outside the state. The information management system must also:
  - a. Customized reports on status of goods at different stages of crisis period;
  - b. Provide a low cost method of data transfer to MEMA;

- c. Efficient reporting capability in an electronic format;
  - d. Yard management – asset tracking system; and
  - e. Must have ability to know current status of trailers in all locations:
    - i. PODs;
    - ii. Staging Area; and
    - iii. Cross dock station.
6. **Management Structure:** Service provider needs to possess an operational management structure to be presented in an Organization Chart. This will be utilized as the chain of command between MEMA, Mississippi Forestry Commission as well as the service provider. The management structure must provide:
- a. Liaison Personal at the **SEOC** (State Emergency Operations Center) **and State Staging Area** will coordinate and act as the Transportation manager for commodity distribution in conjunction with MEMA Logistics Transportation Manager. Provide status of all cross docking matters of state purchased commodities, shuttle fleet, movement and locations of commodities.
  - b. Shuttle/Line Haul Operations Management – transferred to/from the state staging area to county staging area through to point of distribution sites as required.
  - c. Management includes shuttle driver coordination; data/information management and load deliver documentation.
  - d. Asset status and location.
  - e. Driver break down – emergency road side service.
  - f. Rotation of drivers or Off-site lodging facilities, driver meals and driver rest facilities must be provided by the contractor (as approved by the Contract Officer).
  - g. If required, rental of van to shuttle drivers to dining facility, shower, etc.
7. **Delivery Ticket:** All deliveries made under this contract shall be accompanied with a delivery ticket and Bill of Laden (BOL). Appendix A can be used as the trip ticket or an automated version that is industry standard within the assessed tracking program used by the contractor and agreed upon by the Contract Officer (CO) or COR. The following is a minimum of information needed:
- a. Vendor Name;
  - b. Purchase Order Number;
  - c. WebEOC reference number;
  - d. Referenced BOL from FEMA or Vendor ;
  - e. Date of delivery of shipment;
  - f. Printed name and signature of individual receiving the order;
  - g. BOL; and
  - h. Shipment and tracking information .

8. **24 Hours of Service:** When performing under this contract, the contractor shall provide qualified personnel 24 hours a day, 7 days a week, who are familiar with the contract terms and conditions. The contractor shall provide customer service capability to respond within one hour to an order for service or request for assistance. The contractor shall accept orders for service arranged for shipment and perform pickup and delivery 24 hours a day, 7 days a week. The Contracting Officer (CO) will determine the hours of services when other than 24 hour/7 day service is required.
  
9. **Tracking and Reporting Movement/Management Information System Technology:** The contractor shall provide a management information system (MIS) to provide in-transit visibility tracking and related tracing information. In addition, tracking and tracing information shall be available to designated government agencies via a secured web site on the internet 24 hours-a-day, 7 days-a-week.

The contractor shall maintain the capability to exchange information with current government systems utilizing the internet, simple mail transfer protocol (SMTP), file transfer protocol (FTP), electronic data interchange (EDI), value-added networks (VAN's) or other methodology agreed to by the Contract Officer (CO). At a minimum the contractor's database must contain shipment order information, prices applied to each shipment, movement data, and other shipment information the governments deems necessary to generate the reports specified in this contract. The contractor(s) system shall include screen print capability and facility to download reports as either ASCII files or as database files (Microsoft Access or Excel).The contractors' database must be secure and accessible by the World-Wide Web or personal computer station. The contractors' database must be updated at least once every four (4) hours.

Unless otherwise directed by the CO, the contractor shall maintain on-line access to all database elements associated with each shipment for a period of 90 calendar days from the date of shipment delivery. After 90 calendar days, an electronic record of each shipment file shall be archived for the life of the contract and turned over to the state upon contract completion. Archived data may be requested by the CO or the COR. Archived data shall be retrievable within two (2) calendar days of a state request for information, unless otherwise agreed to by the CO and the contractor. The contractor shall not archive shipment files with claims, billing disputes, or similar areas that are unresolved. These files shall stay on-line until settlement is reached or full payment is obtained.

- a. **Backup MIS Capability:** The contractor shall have backup MIS capability available within one (1) hour of primary system failure. At a

minimum, the backup MIS shall secure and protect all databases, information, and systems in support of this contract against deliberate or inadvertent loss, degradation, alteration, or damage of information. The primary and backup systems shall replicate each other on a real time basis.

- b. **Report Requirement:** A minimum of four daily reports compiling detailed data for tracking in routed shipments. Completed shipment to county staging area or final destination of point of distribution sites, with receiver information. Leased trailer locations and returned dates back to contractor. Cross docking reports of consignment or purchased commodities into leased trailers. (Cross docking is not required for Federal leased trailers). Trailers awaiting movement to CSA and POD sites.
    - i. **Weekly Shipping Report:** Cumulative totals of trailers delivered and picked up by county to include dates of arrival. Averaged shipping tonnage by commodity. Report based on time of receipt to ship and items delivered.
    - ii. **Monthly Billing Report:** A monthly billing report detailing shipment and accessorial services provided along with complete break down of charges by percentage as they apply to contract items. The report is due the 10<sup>th</sup> day of the month.
    - iii. **Final Billing Report:** The contractor will provide a final billing report within ninety (90) days after being released from an event by the Contracting Officer. The report shall include detailed accounts of all shipments and accessorial service provided along with complete breakdown of charges. Documentation shall include Driver & Government Rep Sign In & Sign out sheet (Appendix A) or approved equivalent from vendor and BOL.
  - c. **Automated Identification Technology (AIT):** Government shippers frequently use AIT devices to facilitate the tracking and processing of shipments. When any of these devices are part of a package or shipment, tendered by the government under this agreement the contractor is required to ensure that the device does not become separated from the package. AIT devices usually consist of one or more of the following: Linear bar codes, 2D bar codes, Radio Frequency (RF) identification device, or Optical memory cards (also known as Automated Manifesting System (AMS) cards).
10. **Personnel Requirements:** The contractor shall designate a CDR and alternate(s) who are responsible for the contract operations. The contractor will provide a dispatcher/Operations Officer to the State Staging Area upon start of operation to push commodities to county staging area

(estimated start of operation will begin at 36 hours after landfall), 24/7 until contract is complete or mission dictates a change of operations.

The CDR, alternate(s) and contractor employees who have contact with customers must be able to read, write, speak and understand English fluently. English shall be the only language used for written correspondence, discussions, and other business transactions.

11. **Shipment Routing, Scheduling and Tailored Logistics Services:** All shipments referred to the contractor shall be routed, scheduled, managed, and controlled from receipt of shipment request through delivery. Complete shipping documentation shall be in accordance with acceptable commercial practices and applicable Federal and State laws.
  
12. **Safety:** The contractor shall comply with all Federal, State and local authorities having jurisdiction and with safety and fire regulations promulgated by the Department of Labor (OSHA) under Title 29, Section 1910 of the Code of Federal Regulations. The Contractor is solely responsible for compliance and cost of compliance with Federal, State and local laws and regulations pertaining to environmental protection, occupational health and safety, transportation, storage, and disposal of hazardous materials and waste.  
  
In the event the contractor violates Environmental Protection Agency (EPA) or Occupational Health Administration (OSHA) regulations, the contractor shall be held responsible and shall hold the State of Mississippi harmless from any and all administrative and financial involvement. The contractor shall perform and is responsible for all necessary cleanup and treatment costs.
  
13. **Permits and Licenses:** The contractor shall determine specific permitting and license requirements where the contract work is to be performed, and provide for the effects if any, that these requirements may have on the offer or contract performance. Failure of the contractor to ascertain these requirements beforehand will not excuse noncompliance nor will it be the basis for modifying the contract after award to compensate for adherence requirements.
  
14. **Transportation for Employees during Performance of the Contract:** The contractor shall rent or otherwise provide transportation for employees to purchase necessities as well as to and from meals during the performance of the contract. MEMA will not provide this transportation service, however the actual costs of transportation shall be a reimbursable expense, and shall be made in accordance with state law.

The period of performance of this service will be for one (1) year beginning October 15, 2010 and ending October 14, 2011. The contract is renewable for four (4)

additional twelve (12) month periods not to exceed five (5) years for this Emergency Services Contract upon the receipt of state funds and satisfactory prior performance.

**II. OFFEROR'S WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:**

1. Name of offeror, location of offeror's principal place of business, and the place of performance of the proposed contract;
2. Age of consultant's business and the average number of employees over the past three (3) years;
3. Resume' listing abilities qualifications and experience of all individuals who will be assigned to provide the required services;
4. A listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years (In the proposal, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone number of the clients for reference purposes);
5. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected;
6. A plan giving as much detail as is practical explaining how the services will be performed; and
7. An estimate of price.

**III. INSURANCE REQUIREMENTS**

The contractor assumes responsibility for all damage or injury to person(s) or property associated with the use, maintenance, and operation of the Contractor's vehicles, other equipment, the action of the contractor and the contractor's employees and agents.

1. The contractor at the contractor's expense shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the contractor against all claims for injury or damage.
2. The contractor shall maintain Workers' Compensation and other legally required insurance with respect to the contractors' own employees and agents.
3. The agency shall in no event be liable or responsible for damage or injury to any person(s) or property associated with the use, maintenance, operation of any vehicle, other equipment, or the action of the contractor or the contractor's employees and agents in performing under this contract. The State of Mississippi shall be indemnified and saved harmless against claims for damage or injury in such cases.

**IV. RENEWAL OF CONTRACTS**

The contract may be renewed at the discretion of the agency upon written notice to the contractor at least 60 days prior to the contract anniversary date for a period of one year

under the same terms and conditions as in the original contract. The price of any renewal will be subject to the price adjustment clause in the contract. The total number of renewal years permitted shall not exceed four (4).

**V. COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A INDEFINITE QUANTITY CONTRACT WITH UNIT PRICES OF A FIXED-PRICE TYPE.**

This contract will provide for variations in the contract price due to changes in the cost of fuel. A price adjustment altering the offeror's profit margin will not be allowed. Any price adjustment will be based upon the Consumer Price Index, "CPI." The base payment for fuel will be set at 246.080 (May 2010 index for gasoline (all fuel types) in the Transportation category. The CPI index series that will be used to calculate any price adjustment will be the CPI for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group with a base period of 1982-84=100. The reference period for which changes in the CPI will be measured is May, and the frequency of any adjustment will be annually. The formula to be used for the adjustment calculation is as follows:

$$\begin{aligned} &\text{CPI for the current May period less base payment of 246.080} = \text{Index Point Change} \\ &\text{Index Point change divided by 246.080 multiplied by 100} = \text{percent change} \end{aligned}$$

The contract may be adjusted if the percent change is equal to or greater than 10%. Any adjustment determination will be triggered at the request of the offeror which should be made no later than 75 days prior to the end date of the contract.

**VI. REJECTION OF PROPOSALS**

Proposals which do not conform to the requirements set forth in this RFP may be rejected by MEMA. Proposals may be rejected for reasons which include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to the requirements of the RFP;
2. The proposal is conditional;
3. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
4. The proposal is received late;
5. The proposal is not signed by an authorized representative of the party;
6. The proposal contains false or misleading statements or references; and
7. The proposal does not offer to provide all services required by the RFP.

**VII. ACCEPTANCE OF PROPOSALS**

MEMA reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MEMA. Waivers, when granted, shall in no way modify

the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract. This clause in no way requires MEMA to waive minor irregularities.

### **VIII. DISPOSITION OF PROPOSALS**

All submitted proposals become the property of MEMA and all laws regarding request for public records apply.

### **IX. COMPETITIVE NEGOTIATION**

The bidding method to be used is that of competitive negotiation from which MEMA is seeking the best combination of price, experience and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MEMA also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. Therefore, all parties are advised to propose their most favorable terms initially.

### **X. DISCUSSION OF PROPOSALS AFTER SUBMISSION**

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

### **XI. RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER**

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MEMA to execute a contract with any other party. MEMA reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MEMA.

### **XII. EXCEPTIONS AND DEVIATIONS**

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

### **XIII. NONCONFORMING TERMS AND CONDITIONS:**

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. MEMA reserves the right to permit the offeror to withdraw the nonconforming terms and

conditions from its proposal prior to a determination by MEMA of non-responsiveness based on the submission of nonconforming terms and conditions.

#### **XIV. PROPOSAL ACCEPTANCE PERIOD**

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to Edward Williams, Purchasing Officer, MEMA, #1 MEMA Drive, Pearl, MS 39208 no later than 10:00 am Central Daylight Time, Wednesday, September 1, 2010. Timely submission of the proposal is the responsibility of the offeror. Offers received after the specified time shall be rejected and returned to the offeror unopened. The envelope or package shall be marked "Sealed Proposal" and show the proposal number in the lower left hand corner on the outside of the envelope. The time and date of receipt shall be indicated on the envelope or package by the MEMA Purchasing Office. Each page of the proposal and attachments shall be identified with the name of the offeror.

#### **XV. EXPENSES INCURRED IN PREPARING OFFERS**

MEMA accepts no responsibility for any expense incurred by the offeror in preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.

#### **XVI. PROPRIETARY INFORMATION**

The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information and include them as a separate, readily distinguishable part of the proposal. Any pages not marked and separated accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures.

#### **XVII. ADDITIONAL INFORMATION**

Questions about the Request for Proposal document must be submitted in writing to Edward Williams, Purchasing Officer, MEMA at #1MEMA Drive, Pearl, MS 39208; email [ewilliams@mema.ms.gov](mailto:ewilliams@mema.ms.gov). Offerors are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal. Offerors will receive a direct response to questions proposed, and all questions received by MEMA and subsequent answers will be posted on the MEMA website along with the RFP and any and all amendments and addendums. The web address for this information is <http://www.msema.org/rfp/>. Questions about this request for proposals document will not be accepted after noon, Central Daylight Time, Monday, August 23, 2010.

## **XVIII. DEBARMENT**

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting bids for contracts issued by an political subdivision or agency of the state of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by an political subdivision or agency of the state of Mississippi.

## **XIX. REQUIRED CLAUSES FOR PROCUREMENT**

- 1. Acknowledgment of Amendments:** Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MEMA by the time and place specified for receipt of proposals.
- 2. Certification of Independent Price Determination:** The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
- 3. Prospective Contractor’s Representation Regarding Contingent Fees:** *(To be placed in prospective contractor’s response proposal.)* The contractor represents as a part of such contractor’s bid or proposal that such contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- 4. E-Verification:** Offeror represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach these warranties may subject Contractor to the following:
  - a. Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or,

- b. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
  - c. Both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
5. **E-Payment and E-Invoicing:** The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures indentified by the State. Payment by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
6. **Representation Regarding Contingent Fees:** The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's proposal.
7. **Representation Regarding Gratuities:** The offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

**XX. STANDARD TERMS AND CONDITIONS WHICH WILL BE INCLUDED IN ANY CONTRACT AWARDED FROM THIS RFP**

1. **Applicable Funds:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the state. The contractor shall comply with applicable federal, state, and local laws and regulations.
2. **Availability of Funds:** It is expressly understood and agreed that the obligation of the State to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alternation of the program under which funds were provided or if funds are not otherwise available to the state, the state shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expense to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- 3. Procurement Regulations:** Any resulting contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.
- 4. Compliance with Laws:** The Contractor understands that MEMA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that they will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- 5. Anti-Assignment/Subcontracting:** The Contractor acknowledges that it was selected by MEMA to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of MEMA, which MEMA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MEMA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that MEMA may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- 6. Approval:** It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.
- 7. Authority to Contract:** Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8. Changes in Scope of Work:** MEMA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by MEMA and the Contractor.

  - a. If the Contractor believes that any particular work is not within the scope of this project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify MEMA in writing of this belief. If MEMA believes that the particular work is within the scope of the

contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

9. **Contractor Personnel:** MEMA shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If MEMA reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to MEMA in a timely manner and at no additional cost to MEMA. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.
10. **Indemnification:** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MEMA, its officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suite, etc. without the State's concurrence, which the State shall not unreasonably withhold.
11. **Independent Contractor Status:** The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or the Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MEMA; and MEMA shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. MEMA shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, MEMA shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

**12. State Property:** Contractor will be responsible for the proper custody and care of any State-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

**13. Termination for Convenience**

- a. *Termination.* The Procurement Officer may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**14. Termination for Default**

- a. *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from

amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**15. Stop Work Order:** The contracting officer may at any time by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the

contractor, and for any further period to which the parties agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**XXI. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:**

1. **Qualifications of Offeror:** The offeror may be required before the award of any contract to show to the complete satisfaction of MEMA that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offer may also be required to give a past history and references in order to satisfy MEMA in regards to the offeror's qualifications. MEMA may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to MEMA all information for this purpose that may be requested. MEMA reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy MEMA that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:
  - a. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
  - b. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
  - d. The quality of performance of previous contract or services.
  - e. A selection committee made up of qualified MEMA staff, or other qualified individuals as selected by MEMA, shall review and evaluate all replies. The selection committee will have only the response to the solicitation and this Request for Proposal document, along with any subsequent amendments and addendums, to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.
2. **Step I:** Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

**Step II:** Proposals that satisfactorily complete Step I will be reviewed/analyzed to determine if the proposal adequately meets the needs of MEMA. Factors to be considered are as follows:

- a. The overall quality of the proposed plan and management team for performing the required services – Critical (total points-20)
- b. Understanding of the project and its objectives – Very Important (total points-15)
- c. Familiarity with MEMA, and FEMA – Important (total points-10)
- d. The degree of completeness of response to the specific requirements of the solicitation – Important (total points-10)
- e. Proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible – Important (total points-10)
- f. The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting – Very Important (total points-15)
- g. A record of past performance of similar work. Direct experience in Mississippi is desirable – Critical (total points 20)
- h. Price – Important (total points-10)

**Step III:** MEMA may contact the top Proposers via telephone to schedule an interview after the opening date of the proposal.

**Step IV:** MEMA may contact the Vendor whose proposal best meets MEMA’s needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties. Further, MEMA reserves the right to make multiple awards in order from lowest to highest as follows: 1) primary awardee and 2) secondary awardee. Multiple awards insure that the necessary services are available following a disaster.

**XXII. ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING**

**XXII. COST DATA SUBMITTED AT THIS STATE IS SUBJECT TO NEGOTIATION BUT SHOULD INCLUDE AN ESTIMATE OF THE ANNUAL COST OF THE SERVICE**

**XXIV. THE FOLLWING RESPONSE FORMAL SHALL BE USED FOR ALL SUBMITTED PROPOSALS:**

- 1. Completed and signed Request for Proposals Form and Appendix A (included).

2. Management Summary: Provide a cover letter indicating the underlying philosophy of the Proposer in providing the service.
3. Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.
4. Corporate experience and capacity: Describe the experience of the Proposer in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
5. Personnel: Attach resumes of all those who will be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer in the day-to-day operation of the contract.
6. References: Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Explain the similarity of the projects to the MEMA project.
7. Acceptance of conditions: Indicate any exceptions to the general terms and conditions of the bid document and to insurance, bonding, and any other requirement listed.
8. Additional data: Provide any additional information that will aid in evaluation of the response.
9. Cost data: Estimate the cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your Proposal is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

## **XXV. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Friday, August 20, 2010, at 10 a.m. Central Daylight Time at MEMA, #1 MEMA Drive, Pearl, MS, to answer any questions or concerns pertaining to this Request for Proposal.

## **XXVI.PROPOSAL REVIEW SCHEDULE**

Unless otherwise indicated, the following proposal review schedule will be adhered to. Any protest or questions concerning the evaluation or award must be received by the Mississippi Emergency Management agency on or before the evaluation review deadline.

- Deadline for Questions: August 23, 2010, noon
- Pre-Proposal Conference: August 20, 2010, 10 a.m.
- Proposal Opening: September 1, 2010, 10 a.m.
- Evaluation Process: September 1- 3, 2010
- Distribution of Apparent Award: September 8, 2010
- Evaluation Review Period: September 9-22, 2010
- Evaluation Review Deadline: September 22, 2010
- Effective Date: October 15, 2010

**REQUEST FOR PROPOSAL FORM**  
**REQUEST FOR PROPOSAL TO PROVIDE**  
**TRANSPORATION SERVICES**  
**RFP NO. 010-06**

*This form is to be completed by all offerors and included in their submitted proposal.*

|                        |  |
|------------------------|--|
| <b>OFFEROR:</b>        |  |
| <b>CONTACT PERSON:</b> |  |
| <b>PHONE NUMBER:</b>   |  |
| <b>EMAIL ADDRESS:</b>  |  |

|   |  |
|---|--|
| <b>Listing of three contracts with services similar in scope, size, or discipline including at least two references for current contracts awarded in the last three years</b> |  |
| <b>Project Name:</b><br><b>Address:</b><br><b>Scope:</b>  |  |
| <b>Name &amp; Number of Reference:</b>  |  |
| <b>Project Name:</b><br><b>Address:</b><br><b>Scope:</b>  |  |
| <b>Name &amp; Number of Reference:</b>  |  |
| <b>Project Name:</b><br><b>Address:</b><br><b>Scope:</b>  |  |
| <b>Name &amp; Number of Reference:</b>  |  |

|  |   |
|--|---|
| <b>Cost Data</b>   |   |
| <b>Annual Cost of the Service:</b>   |   |
| <b>No. of Personnel to be Assigned to Contract:</b>                          |   |
| <b>Total Estimated Cost of the Labor Portion of the Contract:</b>            |   |
| <b>Attachment included showing sample staffing chart</b>                     | Initial here showing presence of attachment |
| <b>Attachment identifying all non-labor costs and their estimated totals</b> | Initial here showing presence of attachment |

**ACKNOWLEDGEMENT OF AMENDMENTS**

I (we) acknowledge receipt of the following amendments:

Amendment #\_\_\_, dated \_\_\_\_\_ (initial here)

Amendment #\_\_\_, dated \_\_\_\_\_ (initial here)

Amendment #\_\_\_, dated \_\_\_\_\_ (initial here)

Further, all acknowledged amendments are included with this proposal and are signed as required in the Request for Proposal.

**EMPLOYEES NOT TO BENEFIT**

I (we) hereby certify that if the contract is awarded to our firm, partnership, corporation, that no employee of MEMA or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

**CONFLICTS OF INTEREST**

The Proposer [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**REPRESENTATION REGARDING CONTINGENT FEES**

The Proposer [ ] has [ ] has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**REPRESENTATION REGARDING GRATUITIES**

The Proposer represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The Proposer certifies that the price submitted in response to the solicitation has been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors use to calculate the prices bid.

**COLLUSION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

## **SCHEDULE A – OPERATIONS PLAN**

**OVERVIEW** – The prime contractor will provide with the offer an operations plan to include the following:

**SECTION 1 – BROKERAGE PLAN** - The prime contractor shall provide a written narrative to detail how the contractor can provide services to support the state with either long haul over the road truck brokerage service or one way contractor fleet service for pick up of commodities from vendors. The state will take advantage of the most cost effective means of transportation.

**SECTION 2 – CROSS DOCK OPERATION PLAN** – The prime contractor will provide written narrative detailing hours operations, documentation procedures and where contractor will receive commodities from trucks brokered or fleet trucks into leased trailers from the contractor.

**SECTION 3 – SHUTTLE FLEET AND LEASE TRAILERS PLAN**– The prime contractor shall provide a written narrative to demonstrate the shuttle fleet operations management plan and availability and return of lease trailers to support state purchased commodities. After state commodities are exhausted FEMA will provide commodities and FEMA leased trailers to support humanitarian relief. The shuttle fleet will move these trailers from State Staging Area (SSA) to County Staging Area (CSA) and Point of Distribution Sites (POD) and back to SSA.

- a. Trailer Leasing** – The contractor may own or lease trailers needed to support operation. Rates will be identified by a daily rate with turn-in of trailer when commodities have been used in the disaster and shipped back to vendor.
- b. Documentation** - The prime contractor will ensure documentation for all delivers and pick up of empty trailers is well documented with GPS industry standard tracking program to include signatures of delivery. An example of a manual form to be used is Appendix A.

**SECTION 4 – Past Performance and Experience** - The prime contractor will provide experience in the Transportation industry and experience in disaster logistics.

**SECTION 5 – PRICING SCHEDULE** – The prime contractor will provide pricing schedules.

**Appendix A**

**Brokerage Services**

1 Actual Cost of Line Haul Truck Service Plus: \_\_\_\_\_ Contract Fee: \_\_\_\_\_

**Cross Docking Service**

1 Cost per Trailer:

Price to include all labor, facilities, material and documentation: \_\_\_\_\_

2 Cost of movement from Contractors facility to State Staging Area: \_\_\_\_\_

**Lease Cost per Trailer**

1 Daily Rate: \_\_\_\_\_

2 Weekly Rate: \_\_\_\_\_

3 Mileage Rate: \_\_\_\_\_

**Lease cost per Trailer with GPS tracking (If Available)**

1 Daily Rate: \_\_\_\_\_

2 Weekly Rate: \_\_\_\_\_

3 Mileage Rate: \_\_\_\_\_

**Shuttle Service**

Per Prime Mover per day: \_\_\_\_\_

2 Fuel Surcharge per mile: <Contractor to update cost by 1 Jun each year> \_\_\_\_\_

**Accessorial Services**

1 Dispatcher/Supervisor on site at Staging Area per hour: \_\_\_\_\_  
Based on 24 hours a day 7 days a week

2 Per Diem per day: \_\_\_\_\_