



Mississippi
GANNETT

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AFFIDAVIT OF PUBLICATION

Sallie Sones
Ms Emergency Management Agency
1 MEMA Drive,
Pearl MS 39208

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

11/17/2025, 11/24/2025

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 11/24/2025

Legal Clerk,

Notary, State of WI, County of Brown

8-21-26

My commission expires

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NICOLE JACOBS
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State of Wisconsin

The Office of Statewide Strategic Sourcing, on behalf of the Mississippi Emergency Management Agency, will accept submissions in response to an Invitation for Bids (IFB) for Emergency Standby Transportation Services. A copy of the IFB, Emergency Standby Transportation Services, RFX No. 3160007732 may be obtained by contacting April Burns at 601-359-5286, osss@dfa.ms.gov and at 501 North West Street, Suite 1301, Jackson, Mississippi 39201, or by visiting <https://www.msema.org/resources/forms/rfps>. Bids will be received until 1:00 PM Central Standard Time on January 6, 2026.
11/17, 11/24/2025
11817980

Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION



OSSS <OSSS@dfa.ms.gov>
To
Cc ● OSSS



Mon 11/17/2025 11:04 AM

Good morning,

The Office of Statewide Strategic Sourcing (OSSS) has issued an Invitation for Bids (IFB) on behalf of the Mississippi Emergency Management Agency (MEMA). MEMA is seeking bids from qualified providers for emergency standby transportation services. The IFB can be found on MEMA's website by following the link below (hold ctrl and click the link).

[RFX 3160007732 - Emergency Standby Transportation Services](#)

Please download or print a copy of the linked file for your records, as it may eventually be removed from the website.

If you experience any issues accessing the documents through the provided link, feel free to reach out to me directly. **Updates related to this solicitation will be posted on the website, so I encourage you to check it periodically to ensure you have the most current information.**

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

Set as your default browser and pin it to your taskbar

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Response

- [Contract 8200079232 – EAG Gulf Coast, LLC Contract Renewal](#)
- [Contract 8200081559 – Witt O'Brien's Contract Award](#)

Request for Qualifications

None at the time.

Invitation for Bids (IFB)

- [RFx 3160007326 – District 3 Hazard Mitigation Plan Update](#)
 - [RFx 3160007326 – Amendment 1 QA District 3 Mitigation](#)
- [RFx 3160007351 – SELOC Perimeter Fence Construction](#)
 - [RFx 3160007351 – Amendment 1 Q & A](#)
 - [Amendment 2 SELOC Fence Site Show](#)
- [RFx 3160007342 – District 5 Mitigation Plans Update](#)
 - [RFx 3160007342 – District 5 Mitigation Amendment 1](#)
- [RFx 3160007732 – Emergency Standby Transportation Services](#)

Notice of Cancellation

None at the time.



Emergency Management Assistance Compact

SMAC Agreement

Forms

Procurement

WEBEOC

Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	
MS EMERGENCY MANAGEMENT AGENCY	1741-26 R-IFBD- 00002	3160007732	Major Procurement PERSONNEL SERVICES NON-IT This Invitation for Bids is for Emergency Standby Transporta... Attachment - Transportation Solicitation	Open	11/17/2025	01/06/2026	01/06/2026	View Contact



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msema.org/about/about-mema/response/procurement

to the specific RFP for contact information.

About MEMA

Preparedness

Response

Emergency
Management
Assistance
Compact

SMAC Agreement

Forms

Contract Award Notices

- [Contract 8200081219 – Witt O'Brien's Contract Award](#)
- [Contract 8200079232 – EAG Gulf Coast, LLC Contract Renewal](#)
- [Contract 8200081559 – Witt O'Brien's Contract Award](#)

Request for Qualifications

None at the time.

Invitation for Bids (IFB)

- [RFx 3160007351 – SELOC Perimeter Fence Construction](#)
 - [RFx 3160007351 – Amendment 1 Q & A](#)
 - [Amendment 2 SELOC Fence Site Show](#)
- [RFx 3160007732 – Emergency Standby Transportation Services](#)
 - [RFx 3160007732 - Amendment 1 Q & A](#)

Notice of Cancellation

Taskbar icons: File Explorer, Word, Outlook, Teams, Chrome, System tray: Network, Volume, Date/Time: 11:16 AM 12/9/2025

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Government Bid Opportunities will be posted to this page as defined by State Law. Sole Source, Intent to Award, and Protective Order Request notifications are not bid opportunities, but are posted in accordance with State Law to provide transparency to the public.

3160007732

SEARCH

ADVANCED SEARCH OPTIONS

Agency	Smart Number	RFx Number	Description	Status	Advertis
MS EMERGENCY MANAGEMENT AGENCY	1741-26-R-JFBD-00002-V02	3160007732	Major Procurement PERSONNEL SERVICES NON-IT This Invitation for Bids is for Emergency Standby Transporta... Attachment - Amendment 1 Transportation QA Attachment - Transportation Solicitation	Open	11/17/202

ABOUT

About MEMA

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Response

Emergency Management Assistance Compact

SMAC Agreement

Forms

Amendments may be issued at any time. It is the responsibility of the supplier/ MEMA website for procurement amendments. It is a requirement of each RFP amendment form with your response. If you have questions regarding an amendment to the specific RFP for contact information.

Contract Award Notices

- [Contract 8200081219 – Witt O'Brien's Contract Award](#)
- [Contract 8200079232 – EAG Gulf Coast, LLC Contract Renewal](#)
- [Contract 8200081559 – Witt O'Brien's Contract Award](#)

Request for Qualifications

None at the time.

Invitation for Bids (IFB)

- [RFx 3160007351 – SELOC Perimeter Fence Construction](#)
 - [RFx 3160007351 – Amendment 1 Q & A](#)
 - [Amendment 2 SELOC Fence Site Show](#)
- [RFx 3160007732 – Emergency Standby Transportation Services](#)
 - [RFx 3160007732 - Amendment 1 Q & A](#)
 - [RFx 3160007732 - Amendment 2 Transportation QA](#)

ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False

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Government Bid Opportunities will be posted to this page as defined by State Law. Sole Source, Intent to Award, and Protective Order Request notifications are not bid opportunities, but are posted in accordance with State Law to provide transparency to the public.

 [SEARCH](#)

[ADVANCED SEARCH OPTIONS](#)

Agency	Smart Number	RFx Number	Description	Status	Advertis
MS EMERGENCY MANAGEMENT AGENCY	1741-26-R-IFBD-00002-V03	3160007732	<p>Major Procurement PERSONNEL SERVICES NON-IT</p> <p>This Invitation for Bids is for Emergency Standby Transporta...</p> <p>Attachment - Amendment 1 Transportation QA Attachment - Amendment 2 Transportation QA Attachment - Transportation Solicitation</p>	Open	11/17/202

Taskbar icons: File Explorer, Edge, Word, PowerPoint, Outlook, Teams, OneDrive, Chrome, etc.

System tray: Network, Volume, Date/Time: 7:02 AM 12/16/2025

Emergency Standby Transportation Services
IFB RFx# 3160007732

Bids Due: January 6, 2026 | 1:00 PM Central Standard Time

Bid Opening: January 6, 2026 | 2:00 PM Central Standard Time

REGISTRY OF BIDS

Bidder	Bid Price	Date	Time
1. LRT Solutions	\$1,825.00	12/18/25	11:14 AM
2. Longview International Technology Solutions, Inc.	\$3,800.00	1/5/26	2:16 PM
3. Estes Express Lines	\$1,950.00	1/5/26	8:07 PM
4. SLSCO LTD.	\$3,720.00	1/6/26	8:22 AM
5. Landstar Ranger	\$1,600.00	1/6/26	9:01 AM
6. Mariner Logistics, LLC	\$1,900.00	1/6/26	10:12 AM
7. Elite Service Recovery & Towing	\$3,242.00	1/6/26	10:28 AM
8. Lipsey Trucking LLC	\$1,650.00	1/6/26	11:32 AM
9. Gothams LLC	\$2,000.00	1/6/26	12:02 PM
10. Total Transportation of MS, LLC	\$2,100.00	1/6/26	12:54 PM
11. Garner Environmental Services	\$2,900.00	1/6/26	12:58 PM

BID OPENING ATTENDANCE

Name	Title/Agency
Sallie Sones <i>Sallie Sones</i>	Contract Officer/MEMA
John Cox <i>John Cox</i>	Manager, SELOC/MEMA
April Burns <i>April Burns</i>	Deputy Director, OSSS/DFA
Lance Fulcher <i>Lance Fulcher</i>	Director, OSSS/DFA

INVITATION FOR BID

IFB RFx Number: 3160007732

Emergency Standby Transportation Services

Issued: November 17, 2025



CLOSING TIME AND DATE

Bids must be received by:

January 6, 1:00 PM CST

CLOSING LOCATION

Mississippi Department of Finance and Administration

501 North West Street, Suite 1301 C

Jackson, Mississippi 39201

BID COORDINATOR

April Burns, Bid Coordinator

Telephone: (601) 359-5286

E-mail: osss@dfa.ms.gov

SECTION 1

1.1 Purpose

The Office of Statewide Strategic Sourcing (hereinafter “OSSS”), on behalf of the Mississippi Emergency Management Agency (hereinafter “MEMA”) has issued this solicitation for the purpose of soliciting sealed bids from qualified providers for emergency standby transportation services. The Contractor will perform all tasks and make all assurances outlined in Section 4 of this IFB entitled Scope of Work.

Additional information may be obtained by written request to April Burns, Bid Coordinator oss@dfa.ms.gov.

SECTION 2

2.1 Timeline

Invitation to Bid (IFB) Issue Date:	November 17, 2025
Bid Package Questions:	December 5, 2025, 3:00 PM CST
Question & Answer Deadline:	December 11, 2025, 1:00 PM CST
Bid Package Due:	January 6, 2026, 1:00 PM CST
Bid Opening:	January 6, 2026, 2:00 PM CST
Anticipated Notice of Intent to Award:	January 16, 2026, 2:00 PM CST

MEMA reserves the right to adjust this schedule as it deems necessary and change the dates of the initial contract term without amendment to this IFB.

2.2 This solicitation and any resulting contract shall be governed by the applicable provisions of the *Public Procurement Review Board (PPRB) Office of Personal Services Contract Review (OPSCR) Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration’s website (www.dfa.ms.gov). Any bidder responding to this solicitation is deemed to be on notice of all requirements therein.

2.3 Reconsideration for the Terms of the Solicitation: Any potential bidder may request that MEMA reconsider the terms of this solicitation. Such a request shall be filed with the Bid Coordinator and the Director of OPSCR within three (3) business days following the date of public notice as defined in Section 5.2.1. It is the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this section and Section 5.2.4 and Section 5.2.4.1 of the OPSCR Rules and Regulations results in a waiver of any claim regarding the terms of the solicitation.

SECTION 3
Contact and Questions/Requests for Clarification

3.1 Bidding vendors must carefully review this solicitation, required contract clauses, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

April Burns, Bid Coordinator
E-mail: osss@dfa.ms.gov

3.2 Vendors should enter “IFB RFx Number 3160007732 - Questions” as the subject of the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and MEMA’s website as an amendment to the IFB by the date and time reflected in Section 2.

3.4 MEMA will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Vendors are cautioned that any statements made by MEMA personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other MEMA employees may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

3.6 Acknowledgement of Amendments: Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted by signing and returning the amendment with the bid package or by letter or email submission. Each bidder shall submit a written acknowledgement of every amendment to MEMA on or before the submission deadline. It is the bidder’s sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.7 Bidder must provide a signed Acknowledgment(s) of IFB Amendment(s) and Questions and Answer document(s) if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and MEMA's website.

3.8 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before the contract award.

SECTION 4

Scope of Work

The winning vendor (“contractor”) shall provide in a timely and satisfactory manner all services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

4.1 Deliverables

4.1.1 Detailed Minimum Specifications

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 with 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 the time a purchase order will be provided to the vendor to initiate the need of trailers and movement of equipment to the State Staging Area (SSA) as outlined in the agreed plan. The contractor 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:

- Camp Shelby, Hattiesburg, Mississippi
- Grenada, Mississippi
- Lee County Agri Center, Tupelo, Mississippi.

The contractor should have knowledge of the state and locations of counties and municipalities as well as a well-established knowledge of the three (3) main coastal counties: Harrison, Hancock, and Jackson as well as South Mississippi. The contractor is responsible for supplying its own equipment, trailers and employees (drivers) in place within the company. MEMA will not provide any equipment, vehicles, or personnel, including drivers, in connection with these services. Additionally, the Contractor must ensure that GPS tracking/monitoring devices are installed on the trailers and/or equipment, so they are easily inventoried and monitored for return after the matters of the disaster are cleared for return to normalcy. The contractor must also appoint a lead contact for this contract that will be responsible for managing staff, meeting project goals

and objectives within the budget limits should the contractor be called on in the event of a disaster. Please see the following requirements below to complete your bid/proposal.

Operational Requirements

- A. Transportation Brokerage** Over the road truck or fleet truck, one-way service (provide the most cost-effective service) to a vendor provided cross dock facility. Commodities will be cross docked into trailers leased by the selected vendor. The bidder will provide documentation of commodities cross docked from over the road trucks into leased trailers.
- B. Bidders Dock Management and Facility** The contractor is expected to be available 7 days a week, 24 hours a day (if required) when the contractor is notified of commodities purchased for disaster preparedness and shipped to the contractor's identified address. The contractor will not be required to maintain the facility open 24 hours (unless this is the contractor's normal operation) after the state has received all purchased commodities and starts receiving federal commodities. Dock management and facility must further meet these requirements:
- i. 24-hour availability during a crisis
 - ii. Centralized management service provider with a director or manager of all operations during crisis period.
 - iii. Flexible labor force to receive loads into a cross docked facility
 - iv. Material handling equipment to move palletized shipments
 - v. Trailer drop yard or space for inbound loads – 50 trailers
 - vi. Secure drop yard, fenced in facility and central entry point
 - vii. Facility must be a flow through operation to efficiently process loads
- C. Transportation Network Ability** The contractor must be able 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 Commodity Point of Distribution (CPOD) site within affected counties and drop trailer as required.
- D. Shuttle** The contractor shall supply power units to shuttle loads between cross dock location (commodities purchase by the state), state staging facilities, County Staging Areas (CSA) to Point of Distribution (POD) site during crisis period. Provide between 50 – 100 short-term lease trailers (trailers may be owned or leased from outside source) during crisis (mobilize and secure units within 72 hours of potential crisis when alerted by MEMA Logistics and purchase order provided to contractor).
- i. Utilize centralized management transportation and communicate operational statuses of all equipment during crisis period.
 - ii. P & D (pick-up & delivery) ability to efficiently stage/extract equipment from CPOD (Commodity Point of Distribution) locations.

- iii. Capability to track trailers when dropped at CSA or CPOD site.
 - iv. FEMA will be providing trailers with commodities to the SSA (State Staging Area). These commodities will be tracked and moved to County Staging Area (CSA) and CPOD sites by shuttle power units.
- E. Fuel Procurement** The contractor must possess the ability to provide fuel to support operations.
- F. Information Management System** Information management system will be utilized to manage data/information flows back to MEMA Logistics at the State Emergency Operations Center and the SSA. System redundancy is a must. Information management backup systems would preferably be located outside the state. The information management system must also:
- i. Customize reports on status of goods at different stages of crisis period.
 - ii. Provide a low-cost method of data transfer to MEMA.
 - iii. Provide efficient reporting capability in an electronic format.
 - iv. Provide Latitude/Longitude (i.e., 31.559894, -91.405316 format) data for trailer delivery.
 - v. Maintain yard management asset tracking system.
 - vi. Have ability to know current status of trailers in all locations known as CPODs (Commodity Point of Distribution), SSAs (State Staging Areas) and cross dock station.
- G. Management Structure** The contractor shall 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 (State Staging Area Manger) and the contractor. The management structure must provide the following:
- i. Liaison personnel at the SEOC (State Emergency Operations Center) and SSA who will coordinate and act as the transportation manager for commodity distribution in conjunction with MEMA Logistics Transportation Manager.
 - ii. Status of all cross-docking matters of state purchased commodities, shuttle fleet, movement and locations of commodities.
 - iii. Shuttle/line haul operations management transferred to/from the SSA to CSA through to CPOD sites as required.
 - iv. Management that includes shuttle driver coordination, data/information management and load deliver documentation.
 - v. Asset status and location.
 - vi. Driver breakdown and emergency roadside service.
 - vii. Rotation of drivers or off-site lodging facilities, driver meals and driver rest facilities provided by the contractor (use of GSA per diem rates).
 - viii. If required, rental of van to shuttle drivers to dining facility, shower, etc.

H. **Delivery Ticket** All deliveries made under this contract must be accompanied with a delivery ticket and Bill of Laden (BOL). An automated version that is industry standard within the assessed tracking program used by the contractor can be utilized as a delivery ticket if agreed upon by the contract officer or the contract office representative. The following is the minimum amount of information needed that can be accomplished by paper or electronic method.

- i. Contractor name
- ii. Purchase order number
- iii. WebEOC reference number
- iv. Referenced BOL from FEMA or vendor
- v. Date of and time of delivery of shipment
- vi. Printed name and signature of individual receiving the order
- vii. GPS location of delivery (use of decimal, i.e., 31.559894, -91.405316)
- viii. BOL
- ix. Shipment and tracking information

I. **24 Hours of Service** When performing under this contract, the contractor must provide qualified personnel 24 hours a day, 7 days a week, who are familiar with the contract terms and conditions. The contractor must provide customer service with the ability 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 pick-up and delivery 24 hours a day, 7 days a week. The contracting officer will determine the hours of services when other than 24-hour/7-day service is required.

J. **Contractor Liability for Personal Injury and/or Property Damage** The contractor assumes responsibility for all damage or injury to a person(s) or property associated with the use, maintenance and operation of the contractor's vehicles and other equipment, the action of the contractor and the contractor's employees and agents. The government will 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, 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.

K. **Tracking and Reporting Movement/Management Information System Technology**
The contractor should provide a management information system (MIS) to provide in-transit visibility tracking and related tracing information. In addition, tracking and tracing information should be available to designated government agencies via a secure web site on the internet 24 hours a day, 7 days a week. The contractor will 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 (VANs), or other methodology agreed to by the contracting officer. At a minimum, the contractor's database must contain shipment order

information, prices applied to each shipment, movement data and other shipment information the government deems necessary to generate the reports specified in this contract. The contractor's system should include screen print capability and a facility to download reports as either ASCII files or as database file (Microsoft Access or Excel). The contractor's database must be secure and accessible by the worldwide web or personal computer station. The contractor's database must be updated at least once every four (4) hours.

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

Report Requirement

A minimum of four (4) daily reports compiling detailed data for tracking information in routed shipments, completed shipments to CSA or final CPOD sites with receiver information. Leased trailer locations and returned dates back to contractor and cross docking reports of consignment or purchased commodities into leased trailers, (cross docking is not required for federal leased trailers) and trailers awaiting movement to CSA and CPOD sites.

- i. **Weekly Shipping Reports** Cumulative totals of trailers delivered and picked up by county to include dates of arrival and averaged shipping tonnage by commodity. The report should be based on the time of shipment and items delivered.
- ii. **Monthly Billing Report** A monthly billing report detailing shipment and accessorial services provided along with a complete breakdown of charges by percentage as they apply to contract items. The report is due on the 10th 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 contract officer. The report shall include documentation of a complete breakdown of charges utilizing a Driver & Government Rep Sign In & Sign Out sheet provided by the contracting officer or an equivalent form from the vendor or BOL approved by the contracting officer. Additional information to be provided will be a report containing at a minimum trailer number, GPS tracking number, date, stationary GPS location.

- iv. **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 identification device or optical memory cards (also known as automated manifesting system cards).

Personnel Requirements

The contractor must designate a Contract Designated Representative (CDR) and alternate(s) who are responsible for the contract operations. The contractor will provide a dispatcher/operations officer to the SSA upon start of operation, based on the requirements and request of MEMA; to push commodities to CSA (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 will be the only language used for written correspondence, discussions and other business transactions.

Shipment Routing, Scheduling and Tailored Logistics Services

All shipments referred to the contractor will be routed, scheduled, managed and controlled from receipt of shipment request through delivery. Complete shipping documentation must be in accordance with acceptable commercial practices and applicable federal and state laws.

- i. **Safety** The contractor must 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 Safety and Health Administration (OSHA) regulations, the contractor will be held responsible and will hold the State of Mississippi harmless from any and all administrative and financial involvement. The contractor will perform and be responsible for all necessary cleanup and treatment costs.

- ii. **Permits and Licenses** The contractor will 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 the award to compensate for adherence requirements.

- iii. **Transportation for Employees during Performance of the Contract** The contractor will 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 will be a reimbursable expense and will be made in accordance with state law.

SECTION 5

Basis for Award

- 5.1** Only objectively measurable criteria set forth in the IFB shall be applied in the bid evaluation. Criteria not set forth in the IFB may not be used to evaluate the bid. Contract(s) may only be awarded to the lowest responsive and responsible bidder(s). In order to determine which bidder(s) is the lowest responsive and responsible bidder, the Agency shall evaluate: (1) whether each bidder was responsive and provided all required information in the format required by the IFB; (2) whether each bidder is responsible and objectively meets the minimum qualifications or other criteria listed in the IFB required to determine whether the bidder has the skills, experience, and/or qualifications to successfully provide the services; and (3) which of the responsive and responsible bidders submitted the lowest overall price.
- 5.2 MINOR INFORMALITIES AND IRREGULARITIES** MEMA has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for MEMA to properly evaluate the bid, MEMA has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder.
- 5.3** All bids that are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation.
- 5.4** MEMA intends to award three (3) contracts to provide the services described in this IFB to the lowest responsible and responsive bidders. The contracts will be awarded in the following manner: the lowest most responsible, responsive, and cost will be the primary award winner, the next lowest most responsible, responsive, and cost will be the secondary award winner, and the next lowest most responsible, responsive, and cost will be the tertiary award winner.

SECTION 6
Minimum Bidder Qualifications

To win the bid and be awarded the contract, the vendor must have:

- 6.1** Bidder must devise a written plan that will illustrate its ability to work along with key MEMA personnel to provide a functional transportation system to support commodity distribution within the state during and after a natural or man-made disaster.

- 6.2 Prior Experience:** Vendor must have been in business and provided emergency transportation services similar in requirements and scale during a state declared emergency to those described in this IFB for a minimum of 5 years. Please provide a description of the emergency services you have provided in the past 5 years. Include the dates of service, contact information of the agency/or entity you worked for, including the smallest and largest agency/entity, as well as the services you provided.

- 6.3** A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency staff with two (2) bidder references (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.

- 6.4** The bidder 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. MEMA may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the agency all information for this purpose that may be requested. MEMA reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the agency that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.

SECTION 7
Duration

The estimated period of performance for this contract may begin upon the execution of the contract by both parties and end one year from contract execution. At the discretion of MEMA, this contract may be amended and renewed for four (4) periods of twelve (12) months each under the same or amended terms and conditions as the original contract.

SECTION 8 Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

8.1.2 Bid Form (Attachment B) - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in the bidder being determined non-responsive.

8.1.3 References (Attachment C) - each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MEMA staff will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. MEMA staff will not track down references. Bidders should verify before submitting their bid that the contact person, phone number and email address are correct for each reference. **Agency staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening or within 48 hours of initial contact to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by MEMA staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (See **Attachments C and D.**) Only bidders who are found responsive and responsible will have their bids considered for the award. Bidder may submit as many references as desired. MEMA staff will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

8.2 Submission Requirements

8.2.1 Bidder must submit:

- A. An electronic copy of the signed bid package, along with a redacted copy if applicable, emailed to OSSS@dfa.ms.gov. Files shall not be password protected, shall be in .PDF format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. The total size of the email, including all attachments, must not exceed 25MB. Emails exceeding this limit may be rejected and considered late.

8.2.2 A bid shall be considered received when the email containing the bid is successfully delivered to the designated bid submission email address at the Department of

Finance and Administration (DFA), as indicated by the timestamp generated by DFA's email system. All time stamps shall be recorded in Central Standard Time (CST). The subject line of the bid submission email shall clearly state SEALED BID, the bid opening date and time, the Invitation for Bids (IFB) number (e.g., SEALED BID – 1:00 PM CST, January 6, 2026 – IFB #3160007732), and the name of the bidding company. Bids may be rejected if the email subject line does not contain the required information as outlined in the solicitation.

- 8.2.3** All bid packages must be received by OSSS no later than 1:00 PM CST, January 6, 2026. Bids submitted via facsimile (fax) machine, mail, MAGIC, or hand delivery **will not** be accepted. Bidders should ensure that their email system confirms successful delivery to the OSSS inbox and are encouraged to request a delivery or read receipt for verification. OSSS will not be responsible for email delivery failures or delays. The vendor bears full responsibility for ensuring that the bid is submitted to the designated email address on time. Any delay—whether due to technical issues, network problems, file size limitations, or incorrect email address may result in the bid being rejected as late. All vendors are urged to take the possibility of delay into account when submitting a bid.
- 8.2.4** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and retained unopened for evaluation in the procurement file to the extent necessary to complete administrative processes, including printing or verification of receipt. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by OSSS that the late receipt was due solely to mishandling by OSSS after receipt at the specified address.
- 8.2.5** The time and date of receipt will be recorded by OSSS staff based on the timestamp generated by the designated bid submission email system. The only acceptable evidence to establish the time of receipt at the designated DFA email address is the official email timestamp and any related system-generated documentation used by OSSS to verify receipt.
- 8.2.6** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 8.2.7** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** MEMA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.

8.2.8 A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MEMA reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.

8.2.9 As a precondition to bid acceptance, the agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

SECTION 9 Bidder Certification

The bidder agrees that the submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

SECTION 10 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any 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 any political subdivision or agency of the State of Mississippi.

SECTION 11 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MEMA that it has been selected for contract award.

SECTION 12 Insurance, Bonds, or Other Sureties

12.1 The successful bidder shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

12.1.1 Insurance Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall insure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability insurance or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence. All general liability and professional liability insurance will provide coverage to MEMA as an additional insured. MEMA reserves the right to request

from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.1.2 The contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance certificate or bond be waived.

12.2.2 All insurance policies will list the State of Mississippi as an additional insured.

12.2.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2.4 Contractor shall submit to MEMA within 10 days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 10-day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

12.2.5 Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

12.2.6 Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

12.2.7 Contractor shall submit renewal certificates as appropriate during the term of the contract.

12.2.8 Contractor shall instruct the insurers to provide MEMA 30 days advance notice of any insurance cancellation.

12.2.9 Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.

12.2.10 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to MEMA. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this contract by MEMA.

SECTION 13 Bid Opening

Bid opening will not be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

SECTION 14 Award Notification

The award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://www.msema.org>. Bidders will be notified via e-mail of the awards.

SECTION 15 Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any MEMA staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

15.2 Expenses Incurred in Preparing Bid

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

15.3 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor, for the purpose of restricting competition.

The prices quoted shall be inclusive of all associated costs outlined in Attachment B. All pricing should include all associated costs with no additional or hidden fees.

15.4 Cancellation of Solicitation or Rejection of Individual Bids

At the Agency's sole discretion, an IFB may be canceled, all bids may be rejected, or individual bids may be rejected when the Agency determines that it is in the Agency's best interest to do so. A memorandum stating the reasons for the cancellation or rejection shall be made part of the Agency Procurement File.

The solicitation process requires expenditure of time and resources for both public Agencies and private businesses. Accordingly, solicitations should only be issued when there is a valid procurement need unless the solicitation states that it is for informational purposes only. However, nothing in the Section shall be construed as conferring any grievance right on any party when an Agency chooses to cancel a solicitation.

15.4.1 Notice of Cancellation of IFB When an IFB is canceled, a Notice of Cancellation shall be prepared. The Notice shall identify the solicitation being canceled and provide any information the Agency deems appropriate. The Notice of Cancellation shall: (1) be posted publicly on the Agency website; (2) be posted publicly on the procurement portal; *and* (3) be distributed to all potential bidders known to have received a copy of the IFB. A memorandum containing the reason for the cancellation shall be made part of the Agency Procurement File.

15.4.2 Rejection of Individual Bids Reasons for rejecting individual bids include but are not limited to:

- the bid was non-responsive to the solicitation;
- the bidder is deemed non-responsive;
- the Agency – in its sole discretion – determined the proposed price is unreasonable even if it was the lowest responsive and responsible bid;
- lack of competitiveness by reason of collusion or knowledge that reasonably available competition did not occur.

15.4.3 Disposition of Bids Where bids are individually rejected, or the solicitation is canceled after bids are received, the Agency shall have the sole discretion to determine whether to return bids to the bidder or retain the bids in the Agency

Procurement File. If the Agency chooses to return the bids to the bidders, the Agency shall ensure enough information is retained in the Agency Procurement File to support the decision to reject the bid.

15.5 Withdrawal of Bids

A bidder may withdraw a bid at any time by written notice to the Agency or the official designated in Section 1.1 of the IFB. If any such withdrawal occurs by the successful bidder(s) after the bid opening and/or issuance of the Notice of Intent to Award, the Agency may cancel the solicitation or proceed with award of a contract as if the withdrawn bid had not been submitted.

15.6 Confirmation of Bid

When MEMA knows or has reason to conclude that a mistake has been made, it may request the bidder to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid which is unreasonably lower than the other bids submitted. If the bidder alleges a mistake, the bid shall be considered withdrawn unless correction meets the definition of a minor informality. The Agency shall have the sole discretion as to whether confirmation of a bid is warranted, but the Agency shall exercise that discretion in a manner that is fair to all bidders.

SECTION 16 Draft Agreement

The bidder understands and agrees that any contract entered into with MEMA pursuant to this IFB shall only be the contract provided by MEMA. MEMA will not accept agreements submitted by the bidder. Should MEMA and the winning bidder fail to enter into a contract, or MEMA ceases doing business with any Contractor selected through this IFB process, for any reason, MEMA reserves the right to contract with the next lowest priced Bidder.

SECTION 17 Contract Rights

Contract rights do not vest in any party until a contract is legally executed. MEMA is under no obligation to award a contract following issuance of this solicitation.

SECTION 18 Property Rights

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MEMA is under no obligation to award a contract and may terminate a legally executed contract at any time.

SECTION 19
Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award will be posted on the agency website at <http://www.msema.org> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

SECTION 20
Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

Attachment A

BID COVER SHEET

Bids must be received via email at OSSS@dfa.ms.gov as listed below on or before 1:00 PM CST, January 6, 2026. Do **not** include pricing or any bid content in the body of the email.

PLEASE INCLUDE IN YOUR SUBJECT LINE:

SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 – [Bidding Company Name]

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: _____

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years has the firm been in business of performing the services called for in this IFB?

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located within the vicinity, how will you supply the necessary equipment and personnel to provide emergency standby transportation services for MEMA?

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

Is your company licensed and/or certified to provide emergency standby transportation services as required by any and all applicable Federal and State law(s)?

List all licenses or permits your company possesses that are applicable to perform the services required in this IFB. _____

Describe any specific services that your company offers along with any specialized experience, certification, and/or education of your current staff. _____

Attachment B

BID FORM

Company: _____

Contact Person: _____

Telephone Number: _____

The evaluated contract price for emergency standby transportation shall include the total daily cost per prime mover truck, including the driver and the per diem. **Bidder shall also submit a Cost Analysis and Breakdown (as seen on page 25)** detailing all professional fees and expenses in a manner that supports the total evaluated contract price submitted. **The contract award will be based solely on the evaluated contract price submitted below. The Cost Analysis and Breakdown Sheet will be considered Attachment A with the contract.**

The awarded Contractor will be required to submit detailed invoices describing services completed at the time of payment request. Payment will be made in arrears (after the services have been provided) at the amount, and interval (i.e., monthly, quarterly, etc.) as agreed upon by the awarded contractor and MEMA prior to submission to PPRB for contract approval.

Total Cost per Prime Mover Truck: \$_____ /Per Day
(Total cost should include daily cost of truck, driver, and per diem)

**The initial contract term will be one year. MEMA, at its sole discretion, may amend this contract and renew it for four (4) periods of twelve (12) months each under the same or amended terms and conditions as the original contract. **

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the clauses provided in the draft contract (Attachment E).
4. That the company will perform the services required at the prices quoted above;

5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any 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 any political subdivision or agency of the State of Mississippi.
7. **INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
8. **BIDDER'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to the solicitation the bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the bidder cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response.
9. **REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
10. **Release of Bid as Public Record.** The bidder shall acknowledge which of the following statements is applicable regarding the release of its bid as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

CHOOSE ONE:

- Along with a complete copy of its bid, bidder has submitted a second copy of the bid in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations

if MEMA or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MEMA may release the redacted copy of the bid at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

- Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by MEMA at any time without notice to bidder. The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. *Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Miss. Code Ann. § 25-61-9(1)(a).* A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment A – Contract Cost Analysis and Breakdown

Cost per Prime Mover \$ _____ <i>(Truck Only)</i>	Number Prime Mover Trucks _____
Total Cost per Prime Mover Truck \$ _____ <i>(Total cost should include daily cost of truck, driver, and per diem)</i>	

The prices listed below will not be included in the bid evaluation; however, the vendor shall be bound by these prices for the duration of the contract, unless otherwise amended in writing by mutual agreement and approved by the PPRB. These amounts must be itemized on all applicable invoices for documentation and transparency.

TRAILER RENTAL AND MILEAGE

Trailer Rental \$ _____	Flat Rate/Per Day
<i>(GPS Tracking fees must be included in this cost)</i>	
Mileage Cost \$ _____	

DISPATCHER

Regular Hour Rate \$ _____	Overtime Hour Rate \$ _____
Per Diem for On-Site Dispatcher \$ _____	

ON-SITE MANAGEMENT

Regular Hour Rate \$ _____	Overtime Hour Rate \$ _____
Per Diem for On-site Management \$ _____	

Other Transportation Equipment Costs – Optional *(check if page attached)* This section is optional. **Information provided will not be considered during bid evaluation or award determination.** Bidders may submit costs related to additional transportation equipment they can provide, separate from the base bid, on a separate attachment.

If this section is completed, the bidder must sign and date the attachment. Submission of this information does not obligate MEMA to procure any additional equipment or services. MEMA may, at its sole discretion, use the information provided for internal planning or market research purposes only. Any future procurement of additional equipment or services will comply with applicable Mississippi procurement laws and regulations.

**Attachment C
REFERENCES**

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in the order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening or 48 hours of initial contact.

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Attachment D

References Score Sheet

**IFB RfX #3160007732
IFB for Emergency Standby Transportation Services**

TO BE COMPLETED BY MEMA STAFF ONLY

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide emergency transportation services when you called?	Yes	No
Satisfied with the services provided and final product? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Was the project completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Bidder must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

Score: Pass / Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Called by:

Name, Title

Date

Signature

Attachment E

Required Contract Clauses

1. **Applicable Law**

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 Mississippi.

2. **Approval**

It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

3. **Availability of Funds**

It is expressly understood and agreed that the obligation of MEMA to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MEMA shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost of expense to MEMA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4. **Certification of Independent Price Determination**

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

5. **Compliance with Equal Opportunity in Employment Policy**

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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

6. Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

7. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

8. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MEMA subject to approval by any agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) 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; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

9. Contractor's Representation Regarding Contingent Fees

By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

10. Paymode

Payments by MEMA using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. MEMA may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

11. Procurement Regulations

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

12. Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

13. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that MEMA and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

14. Stop Work Order

MEMA may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MEMA. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take reasonable steps to minimize any further cost to MEMA. Upon execution of the stop work order, unless MEMA has terminated that part of the agreement or terminated the agreement in its entirety. MEMA is not liable for payment for services which were not rendered due to the stop work order.

15. Termination

Termination for Convenience. MEMA may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MEMA shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If MEMA gives the Contractor a notice that the personal or Professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MEMA may terminate the contract for default and the Contractor will be liable for the additional costs to MEMA to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

**APPLICABLE FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT MAY BE
FUNDED BY FEDERAL FUNDS**

1. Byrd Anti-Lobbying Amendment

Contractors shall file the required certification within Appendix A of this contract through which it certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor and all authorized subcontractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency (MEMA).

2. Clean Air and Water Acts Compliance

- (1) Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et. seq.
- (2) Contractor agrees to report each violation to MEMA and understands and agrees that MEMA will, in turn, report each violation as required to assure notification to the State of Mississippi, the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office as applicable to this contract.
- (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance if applicable.

3. Procurement of Recovered Materials

- (1) In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirement; or,
 - iii. at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) Contractor also agrees to comply with all other applicable requirements for Section 6002 of the Solid Waste Disposal Act.

4. Debarment and Suspension

- (1)** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. Pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2)** Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3)** This certification is a material representation of fact relied upon by MEMA. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MEMA, the federal government may pursue available remedies, including by not limited to, suspension and/or debarment.
- (4)** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

6. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the contract.

7. Socioeconomic Affirmative Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

APPLICABLE FEDERAL PROCUREMENT CLAUSES IF THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT SPECIFICALLY WITH FEMA FUNDING

1. Access to and Retention of Records

- 1) Contractor agrees to provide MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4) In compliance with the Disaster Recovery Act of 2018, MEMA and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 5) Contractor agrees to retain all records associated with this contract for three (3) years after MEMA or the subgrantees (counties and communities) make final payment and all other pending matters are closed.

2. DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that should FEMA financial assistance be used to fund all or a portion of the contract. Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

APPENDIX A
44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and 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.
- 2) 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 an 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) 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 such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor 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.

Contractor's Authorized Official's Signature

Date

**CONTRACT TO PROVIDE EMERGENCY STANDBY
TRANSPORTATION SERVICES BETWEEN THE MISSISSIPPI
EMERGENCY MANAGEMENT AGENCY AND LANDSTAR
RANGER, INC.**

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties" to provide services or goods as specified in Paragraph 2.0 entitled "Scope of Work."

1.0 PARTIES

The parties to this contract are the MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as "MEMA", "the agency," and generally as "State" and LANDSTAR RANGER, INC. hereinafter referred to as "LANDSTAR" and generally as "Contractor."

2.0 SCOPE OF WORK

(A) Contract Goal

The general objective of this contract is to provide MEMA with emergency transportation and logistics services into areas affected by a disaster.

(B) Procurement Documents

Contractor shall provide the services within RFX 3160007732. All services listed in this statement are to be performed by Contractor unless otherwise noted.

(C) Services to be Provided

Detailed Minimum Specifications

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 with 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 the time a purchase order will be provided to the vendor to initiate the need of trailers and movement of equipment to the State Staging Area (SSA) as outlined in the agreed plan. The contractor 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:

- Camp Shelby, Hattiesburg, Mississippi
- Grenada, Mississippi
- Lee County Agri Center, Tupelo, Mississippi.

The contractor should have knowledge of the state and locations of counties and municipalities as well as a well-established knowledge of the three (3) main coastal counties: Harrison, Hancock, and Jackson as well as South Mississippi. The contractor is responsible for supplying its own equipment, trailers and employees (drivers) in place within the company. MEMA will not provide any equipment, vehicles, or personnel, including drivers, in connection with these services. Additionally, the Contractor must ensure that GPS tracking/monitoring devices are installed on the trailers and/or equipment, so they are easily inventoried and monitored for return after the matters of the disaster are cleared for return to normalcy. The contractor must also appoint a lead contact for this contract that will be responsible for managing staff, meeting project goals and objectives within the budget limits should the contractor be called on in the event of a disaster.

Operational Requirements

- A. **Transportation Brokerage** Over the road truck or fleet truck, one-way service (provide the most cost-effective service) to a vendor provided cross dock facility. Commodities will be cross docked into trailers leased by the selected vendor. The bidder will provide documentation of commodities cross docked from over the road trucks into leased trailers.
- B. **Bidders Dock Management and Facility** The contractor is expected to be available 7 days a week, 24 hours a day (if required) when the contractor is notified of commodities purchased for disaster preparedness and shipped to the contractor's identified address. The contractor will not be required to maintain the facility open 24 hours (unless this is the contractor's normal operation) after the state has received all purchased commodities and starts receiving federal commodities. Dock management and facility must further meet these requirements:
- i. 24-hour availability during a crisis
 - ii. Centralized management service provider with a director or manager of all operations during crisis period.
 - iii. Flexible labor force to receive loads into a cross docked facility
 - iv. Material handling equipment to move palletized shipments
 - v. Trailer drop yard or space for inbound loads – 50 trailers
 - vi. Secure drop yard, fenced in facility and central entry point
 - vii. Facility must be a flow through operation to efficiently process loads
- C. **Transportation Network Ability** The contractor must be able 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 Commodity Point of Distribution (CPOD) site within affected counties and drop trailer as required.
- D. **Shuttle** The contractor shall supply power units to shuttle loads between cross dock location (commodities purchase by the state), state staging facilities, County Staging Areas (CSA) to Point of Distribution (POD) site during crisis period. Provide between 50 – 100 short-term lease trailers (trailers may be owned or leased from outside source) during crisis

(mobilize and secure units within 72 hours of potential crisis when alerted by MEMA Logistics and purchase order provided to contractor).

- i. Utilize centralized management transportation and communicate operational statuses of all equipment during crisis period.
- ii. P & D (pick-up & delivery) ability to efficiently stage/extract equipment from CPOD (Commodity Point of Distribution) locations.
- iii. Capability to track trailers when dropped at CSA or CPOD site.
- iv. FEMA will be providing trailers with commodities to the SSA (State Staging Area). These commodities will be tracked and moved to County Staging Area (CSA) and CPOD sites by shuttle power units.

E. Fuel Procurement The contractor must possess the ability to provide fuel to support operations.

F. Information Management System Information management system will be utilized to manage data/information flows back to MEMA Logistics at the State Emergency Operations Center and the SSA. System redundancy is a must. Information management backup systems would preferably be located outside the state. The information management system must also:

- i. Customize reports on status of goods at different stages of crisis period.
- ii. Provide a low-cost method of data transfer to MEMA.
- iii. Provide efficient reporting capability in an electronic format.
- iv. Provide Latitude/Longitude (i.e., 31.559894, -91.405316 format) data for trailer delivery.
- v. Maintain yard management asset tracking system.
- vi. Have ability to know current status of trailers in all locations known as CPODs (Commodity Point of Distribution), SSAs (State Staging Areas) and cross dock station.

G. Management Structure The contractor shall 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 (State Staging Area Manger) and the contractor. The management structure must provide the following:

- i. Liaison personnel at the SEOC (State Emergency Operations Center) and SSA who will coordinate and act as the transportation manager for commodity distribution in conjunction with MEMA Logistics Transportation Manager.
- ii. Status of all cross-docking matters of state purchased commodities, shuttle fleet, movement and locations of commodities.
- iii. Shuttle/line haul operations management transferred to/from the SSA to CSA through to CPOD sites as required.
- iv. Management that includes shuttle driver coordination, data/information management and load deliver documentation.
- v. Asset status and location.

- vi. Driver breakdown and emergency roadside service.
- vii. Rotation of drivers or off-site lodging facilities, driver meals and driver rest facilities provided by the contractor (use of GSA per diem rates).
- viii. If required, rental of van to shuttle drivers to dining facility, shower, etc.

H. Delivery Ticket All deliveries made under this contract must be accompanied with a delivery ticket and Bill of Laden (BOL). An automated version that is industry standard within the assessed tracking program used by the contractor can be utilized as a delivery ticket if agreed upon by the contract officer or the contract office representative. The following is the minimum amount of information needed that can be accomplished by paper or electronic method.

- i. Contractor name
- ii. Purchase order number
- iii. WebEOC reference number
- iv. Referenced BOL from FEMA or vendor
- v. Date of and time of delivery of shipment
- vi. Printed name and signature of individual receiving the order
- vii. GPS location of delivery (use of decimal, i.e., 31.559894, -91.405316)
- viii. BOL
- ix. Shipment and tracking information

I. 24 Hours of Service When performing under this contract, the contractor must provide qualified personnel 24 hours a day, 7 days a week, who are familiar with the contract terms and conditions. The contractor must provide customer service with the ability 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 pick-up and delivery 24 hours a day, 7 days a week. The contracting officer will determine the hours of services when other than 24-hour/7-day service is required.

J. Contractor Liability for Personal Injury and/or Property Damage The contractor assumes responsibility for all damage or injury to a person(s) or property associated with the use, maintenance and operation of the contractor's vehicles and other equipment, the action of the contractor and the contractor's employees and agents. The government will 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, 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.

K. Tracking and Reporting Movement/Management Information System Technology
The contractor should provide a management information system (MIS) to provide in-transit visibility tracking and related tracing information. In addition, tracking and tracing information should be available to designated government agencies via a secure web site on the internet 24 hours a day, 7 days a week. The contractor will 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 (VANs), or other methodology agreed to by the contracting officer. At a minimum, the contractor's database must contain shipment order information, prices applied to each shipment, movement data and other shipment information the government deems necessary to generate the reports specified in this contract. The contractor's system should include screen print capability and a facility to download reports as either ASCII files or as database file (Microsoft Access or Excel). The contractor's database must be secure and accessible by the worldwide web or personal computer station. The contractor's database must be updated at least once every four (4) hours.

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

Report Requirement

A minimum of four (4) daily reports compiling detailed data for tracking information in routed shipments, completed shipments to CSA or final CPOD sites with receiver information. Leased trailer locations and returned dates back to contractor and cross docking reports of consignment or purchased commodities into leased trailers, (cross docking is not required for federal leased trailers) and trailers awaiting movement to CSA and CPOD sites.

- i. **Weekly Shipping Reports** Cumulative totals of trailers delivered and picked up by county to include dates of arrival and averaged shipping tonnage by commodity. The report should be based on the time of shipment and items delivered.
- ii. **Monthly Billing Report** A monthly billing report detailing shipment and accessorial services provided along with a complete breakdown of charges by percentage as they apply to contract items. The report is due on the 10th 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 contract officer. The report shall include documentation of a complete breakdown of charges utilizing a Driver & Government Rep Sign In & Sign Out sheet provided by the contracting officer or an equivalent form from the vendor or BOL approved by the contracting officer. Additional information to be provided will be a report containing at a minimum trailer number, GPS tracking number, date, stationary GPS location.

- iv. **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 identification device or optical memory cards (also known as automated manifesting system cards).

Personnel Requirements

The contractor must designate a Contract Designated Representative (CDR) and alternate(s) who are responsible for the contract operations. The contractor will provide a dispatcher/operations officer to the SSA upon start of operation, based on the requirements and request of MEMA; to push commodities to CSA (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 will be the only language used for written correspondence, discussions and other business transactions.

Shipment Routing, Scheduling and Tailored Logistics Services

All shipments referred to the contractor will be routed, scheduled, managed and controlled from receipt of shipment request through delivery. Complete shipping documentation must be in accordance with acceptable commercial practices and applicable federal and state laws.

- i. **Safety** The contractor must 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 Safety and Health Administration (OSHA) regulations, the contractor will be held responsible and will hold the State of Mississippi harmless from any and all administrative and financial involvement. The contractor will perform and be responsible for all necessary cleanup and treatment costs.

- ii. **Permits and Licenses** The contractor will 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 the award to compensate for adherence requirements.

- iii. **Transportation for Employees during Performance of the Contract** The contractor will 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 will be a reimbursable expense and will be made in accordance with state law.

2.1 Period of Performance

The period of performance of this contract shall be from April 6, 2026, through April 5, 2027. If necessary, this contract may be renewed at the discretion of MEMA upon written notice to LANDSTAR at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). If LANDSTAR cannot commit to the same prices, terms and conditions at contract renewal, the Contractor has the right to opt out of the contract renewal.

2.2 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to 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 Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, 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, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

3.0 CONSIDERATION AND PAYMENT

3.1 Amount

\$5,850,000.00

3.2 Invoicing

Pursuant to Mississippi's Constitution, MEMA is barred from paying for unjustified costs. Meaning all invoices submitted by Contractor must provide detailed support for the benefit provided. For this contract, MEMA requires the invoices to be detailed with costs and documentation associated with Attachment A of this contract.

Contractor will invoice MEMA by the 15th day of every month until all valid invoices are closed.

3.3 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payment for Purchases by Public Bodies" laws, which generally provides for payment of undisputed amounts by the agency within 45 of receipt of invoice. Miss. Code Ann. § 31-7-301 *et seq.*

3.4 Paymode

Payments by MEMA using the state's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. MEMA may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

3.5 Overhead and Expenses

MEMA will not reimburse Contractor for the purchase of office equipment or indirect costs, including administrative costs or costs related to the business operations of the Contractor. MEMA will only pay for the performance of the Scope of Work according to the payment schedule provided in Sections 3.1 and 3.2 of this contract.

3.6 Payments to Authorized Subcontractors

No authorized subcontractor shall submit its invoices directly to MEMA. Contractor shall include these expenses in its request for payment submitted to MEMA. The time and resources spent on this project by any authorized subcontractor shall be reimbursed through Contractor and not MEMA.

3.7 Requirements Contract

During the period of the contract, Contractor shall provide all the services described in the contract. Contractor understands and agrees that this is a requirements contract and that MEMA shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MEMA for the period of the contract. The amount is only an estimate in the event services are required, and Contractor understands and agrees that MEMA is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MEMA may require services in an amount less than the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

3.8 Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.

4.0 PERSONNEL

Contractor, and any assistant it employs, shall perform all the services required by this agreement. All personnel engaged in the work shall be fully qualified to the satisfaction of MEMA and shall be authorized as permitted under federal, state, and local law to perform such services.

4.1 Internal Management

Contractor shall have the right to internally manage its staffing. MEMA shall be informed of all relevant staffing issues.

4.2 Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

4.3 Compliance with Equal Opportunity in Employment Policy

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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

4.4 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. *See* Miss. Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MEMA subject to approval by any agencies of the United States Government. Contractor further

represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this agreement may subject the contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
- (2) 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; or
- (3) both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to contract cancellation or loss of license or permit to do business in the State.

4.5 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 Contractor. If MEMA reasonably rejects staff or subcontractors, 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 Contractor's employees and subcontractors are the sole responsibility of Contractor.

5.0 INSURANCE

Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence. All general liability, professional liability, and fidelity bond insurance will provide coverage to MEMA as an additional insured. MEMA reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

6.0 TERMS AND CONDITIONS APPLICABLE TO CONTRACTS WITH THE STATE OF MISSISSIPPI

This contract is subject to and incorporates the following terms and conditions governing a contract between MEMA and Contractor for professional services.

6.1 Applicable Law

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 Mississippi.

6.2 Approval

It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OSPSCR”), and this contract is not approved by the PPRB and/or OSPSCR, it is void and no payment shall be made hereunder.

6.3 Availability of Funds

It is expressly understood and agreed that the obligation of MEMA to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MEMA shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expense to MEMA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

6.4 Procurement Regulations

The contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Services Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration’s website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

6.5 Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contains the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

6.6 Stop Work Order

MEMA may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MEMA. Upon receipt of such an order, Contractor shall forthwith comply

with its terms and take all reasonable steps to minimize any further cost to MEMA. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MEMA has terminated that part of the agreement or terminated the agreement in its entirety. MEMA is not liable for payment for services which were not rendered due to the stop work order.

6.7 Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that MEMA and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

6.8 Claims Based on Chief Procurement Officer's Actions or Omissions

(A) Notice of Claim

If any action or omission on the part of the Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- i.** Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
 - (i)** prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission.
 - (ii)** within thirty (30) days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or
 - (iii)** within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief

Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer.

- ii. the notice required by subparagraph (A) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(B) Limitation of Clause

Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and contractors from acting in collusion or bad faith in issuing or performing changed orders which are clearly not within the scope of the contract.

6.9 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MEMA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act (Miss. Code Ann. § 25-61-1 *et. seq.*). If a public records request is made for any information provided to MEMA pursuant to the agreement and designated by Contractor in writing as trade secrets or other proprietary confidential information, MEMA shall follow the provisions of the Mississippi Code Annotated § 25-61-9 and 79-23-1 before disclosing such information. MEMA shall not be liable to Contractor for disclosure of information required by court order or required by law.

6.10 Independent Contractor Status

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 MEMA. Nothing contained herein shall be deemed or construed by MEMA, 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 MEMA and Contractor. Neither the method of computation of fees nor other charges, nor any other provision contained herein, nor any acts of MEMA or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of MEMA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MEMA. Neither 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 Contractor, its servants, agents, or employees. MEMA shall not withhold from the contract

payments to Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to Contractor. Further, MEMA shall not provide to Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the State for its employees.

6.11 Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by MEMA and agreed to by Contractor.

6.12 Ownership of Documents and Work Papers

MEMA shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MEMA upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MEMA and subject to any copyright protections.

6.13 Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State, or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

6.14 Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by MEMA or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment or until they are audited by MEMA, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees or other authorized bodies.

6.15 Quality Control

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by MEMA.

7.0 CONTRACTOR ASSURANCES

To contract with the State of Mississippi providing professional services, Contractor makes the following assurances to MEMA.

7.1 Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. 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 the State 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 the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties. Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security and FEMA access to records, accounts, documents, information, facilities, and staff.

7.2 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

7.3 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 of any kind, (d)

notwithstanding any other provision of this 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, (e) that Contractor is not banned from contracting with MEMA, and (f) that Contractor is at least eighteen (18) years old.

7.4 Representation Regarding Contingent Fees

By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

7.5 Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

7.6 Debarment and Suspension

Contractor certifies, to the best of its knowledge and belief, that it:

- (A) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi.
- (B) has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- (C) has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(D) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraphs (B) and (C) of this certification; and,

(E) has not, within a three (3) year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

7.7 Disclosure of Confidential Information

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering the divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated, § 25-61-1 *et. seq.*

7.8 Exceptions to Confidential Information

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

(A) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

(B) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(C) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(D) is independently developed by the recipient without any reliance on confidential information;

(E) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

(F) is disclosed with the disclosing party’s prior written consent.

7.9 Information Designated by Contractor as Confidential

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the

contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of MEMA shall result in the immediate termination of this agreement.

7.10 Non-Solicitation of Employees

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by MEMA and Contractor.

7.11 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.

7.12 Antitrust

By entering into a contract, Contractor conveys, sells, assigns, and transfers to MEMA all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by MEMA under said contract.

7.13 Patents and Royalties

Contractor covenants to save, defend, keep harmless, and indemnify MEMA and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by MEMA. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

7.14 Authority of Signatory

Contractor acknowledges that the individual executing the contract on behalf of MEMA is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that

individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

8.0 CONTRACT TERMINATION AND PARTY DISPUTES

8.1 Termination

Termination for Convenience. MEMA may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MEMA shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If MEMA gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MEMA may terminate the contract for default, and the Contractor will be liable for the additional cost to MEMA to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

8.2 Contractor's Duties

Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(A) Compensation

Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the agency head or designee 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.

(B) Excuse for Nonperformance or Delayed Performance

Except with respect to defaults of subcontractors, 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 Contractor to make progress in the prosecution of the work hereunder which

endangers such performance) if Contractor has notified the agency head or designee within fifteen (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, 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 Contractor to meet the contract requirements. Upon request of Contractor, the agency head or designee 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, 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". (As used in this paragraph of this clause, the term "Subcontractor" means subcontractor at any tier.)

(C) Liquidated Damages

When Contractor is given notice of delay or nonperformance as specified in Paragraph 8.1 and fails to cure in the time specified, Contractor shall be liable for damages for the delay in the amount of \$100 per calendar day from the date set for cure until either MEMA reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph 8.2(B), liquidated damages shall not be due to MEMA. Contractor remains liable for damages caused other than by delay.

(D) Erroneous Termination for Default

If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (B) (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 a termination for convenience.

(E) 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.

8.3 Termination Upon Bankruptcy

This contract may be terminated in whole or in part by MEMA upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

8.4 Unsatisfactory Work

If, at any time during the contract term, the service performed, or work done by Contractor is considered by MEMA to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by MEMA, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MEMA shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

8.5 Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MEMA, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MEMA may have.

8.6 Failure to Enforce

Failure by MEMA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MEMA to enforce any provision at any time in accordance with its terms.

8.7 Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay

caused by such events unless the State determines it to be in its best interest to terminate the agreement.

8.8 Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MEMA, its commissioners, board members, 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 attorney's fees, arising out of or caused by 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, upon the approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc, Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. 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. Contractor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

8.9 Infringement Indemnification

Contractor warrants that the materials and deliverables provided to the customer under this agreement and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In MEMA's sole discretion, upon approval of the Office of the Mississippi Attorney General and MEMA, Contractor may be allowed to control the defense of any such claim,

suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and MEMA. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MEMA shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and MEMA, which shall not be unreasonably withheld.

8.10 Integrated Agreement/Merger

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

8.11 Modification or Renegotiation

This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required. The parties agree to renegotiate the agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

8.12 No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

8.13 Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the contractor: Marc Gentry, Director, Customer Contract Administrator
Landstar Ranger, Inc.
13410 Sutton Park Drive S
Jacksonville, FL 32224

For the agency: Morgan Middleton, General Counsel
Mississippi Emergency Management Agency
#1 MEMA Drive
Pearl, MS 39208

8.14 Priority

The contract consists of this agreement, the Invitation for Bids RFX 3160007732 and the response submission by Contractor. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract. If there is a conflict between this agreement and the proposal, this agreement is controlling.

8.15 Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

8.16 Third-Party Notification

Contractor shall give MEMA prompt notice in writing of any action or suit filed and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

8.17 Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power, or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

8.18 Sovereign Immunity

By entering into this agreement with Contractor, MEMA does in no way waive its sovereign immunities or defenses as provided by law.

8.19 Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MEMA, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MEMA. The rights of MEMA are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the MEMA on account of the acts or omissions of Contractor.

8.20 Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that MEMA may terminate this contract at any time for its own convenience.

9.0 APPLICABLE FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT MAY BE FUNDED BY FEDERAL FUNDS

9.1 Byrd Anti-Lobbying Amendment

Contractors shall file the required certification within Appendix A of this contract through which it certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor and all authorized subcontractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency (MEMA).

9.2 Clean Air and Water Acts Compliance

- (1)** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et. seq.
- (2)** Contractor agrees to report each violation to MEMA and understands and agrees that MEMA will, in turn, report each violation as required to assure notification to the State of Mississippi, the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office as applicable to this contract.
- (3)** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance if applicable.

9.3 Procurement of Recovered Materials

- (1) In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirement; or,
 - iii. at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) Contractor also agrees to comply with all other applicable requirements for Section 6002 of the Solid Waste Disposal Act.

9.4 Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. Pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by MEMA. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MEMA, the federal government may pursue available remedies, including by not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.5 No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

9.6 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the contract.

9.7 Compliance with the Contract Work Hours and Safety Standards Act

- (1) **Overtime Requirements** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) **Violation: Liability for Unpaid Wages; Liquidated Damages** In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for Unpaid Wages and Liquidated Damages** The Mississippi Emergency Management Agency shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

9.8 Socioeconomic Affirmative Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

10.0 APPLICABLE FEDERAL PROCUREMENT CLAUSES IF THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT SPECIFICALLY WITH FEMA FUNDING

10.1 Access to and Retention of Records

- 1) Contractor agrees to provide MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4) In compliance with the Disaster Recovery Act of 2018, MEMA and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 5) Contractor agrees to retain all records associated with this contract for three (3) years after MEMA or the subgrantees (counties and communities) make final payment and all other pending matters are closed.

10.2 DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.3 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that should FEMA financial assistance be used to fund all or a portion of the contract. Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

This contract for transportation and logistical services represents the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement.

STEPHEN C. McCRANEY, EXECUTIVE DIRECTOR
MS EMERGENCY MANAGEMENT AGENCY

DATE

MARC GENTRY
DIRECTOR, CUSTOMER CONTRACT ADMIN
LANDSTAR RANGER, INC.

DATE

APPENDIX A
44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and 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.
- 2) 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 an 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) 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 such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor 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.

Contractor's Authorized Official's Signature

Date

Amendment #1

Attachment A – Revised Contract Cost Analysis and Breakdown

Cost per Prime Mover	\$ 1600	Number Prime Mover Trucks	100
<i>(Truck Only)</i>			
Total Cost per Prime Mover Truck \$ 1600			
<i>(Total cost should include daily cost of truck, driver, and per diem)</i>			

The prices listed below will not be included in the bid evaluation; however, the vendor shall be bound by these prices for the duration of the contract, unless otherwise amended in writing by mutual agreement and approved by the PPRB. These amounts must be itemized on all applicable invoices for documentation and transparency.

TRAILER RENTAL AND MILEAGE

Trailer Rental	\$ 120	Flat Rate/Per Day
<i>(GPS Tracking fees must be included in this cost)</i>		
Mileage Cost	\$4/mile	

DISPATCHER

Regular Hour Rate	\$ 0	Overtime Hour Rate	\$0
Per Diem for On-Site Dispatcher		\$	\$0

ON-SITE MANAGEMENT

Regular Hour Rate \$ 83.33	Overtime Hour Rate \$ 0
Per Diem for On-site Management \$ 0	

CROSS-DOCK FACILITY OPERATIONS

Cross-Dock Facility	\$ 30,000/month all-in (Min. 3 months, including facility, equipment, staff, documentation and on-site management)
<i>(The cost of the rental, operation, or management of a cross-dock facility)</i>	
Hourly Forklift Cost	\$ 0
<i>(Cost of fuel must be included)</i>	
Staff Hourly Rate	\$ 0
Documentation Cost	\$ 0

Other Transportation Equipment Costs – Optional *(check if page attached)* This section is optional. Information provided will not be considered during bid evaluation or award determination. Bidders may submit costs related to additional transportation equipment they can provide, separate from the base bid, on a separate attachment.

If this section is completed, the bidder must sign and date the attachment. Submission of this information does not obligate MEMA to procure any additional equipment or services. MEMA may, at its sole discretion, use the information provided for internal planning or market research purposes only. Any future procurement of additional equipment or services will comply with applicable Mississippi procurement laws and regulations.

**CONTRACT TO PROVIDE EMERGENCY STANDBY
TRANSPORTATION SERVICES BETWEEN THE MISSISSIPPI
EMERGENCY MANAGEMENT AGENCY AND LIPSEY TRUCKING LLC**

This document is a contract between the parties listed in Paragraph 1.0, entitled “Parties” to provide services or goods as specified in Paragraph 2.0 entitled “Scope of Work.”

1.0 PARTIES

The parties to this contract are the MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as “MEMA”, “the agency,” and generally as “State” and LIPSEY TRUCKING LLC hereinafter referred to as “LIPSEY” and generally as “Contractor.”

2.0 SCOPE OF WORK

(A) Contract Goal

The general objective of this contract is to provide MEMA with emergency transportation and logistics services into areas affected by a disaster.

(B) Procurement Documents

Contractor shall provide the services within RFX 3160007732. All services listed in this statement are to be performed by Contractor unless otherwise noted.

(C) Services to be Provided

Detailed Minimum Specifications

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 with 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 the time a purchase order will be provided to the vendor to initiate the need of trailers and movement of equipment to the State Staging Area (SSA) as outlined in the agreed plan. The contractor 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:

- Camp Shelby, Hattiesburg, Mississippi
- Grenada, Mississippi
- Lee County Agri Center, Tupelo, Mississippi.

The contractor should have knowledge of the state and locations of counties and municipalities as well as a well-established knowledge of the three (3) main coastal counties: Harrison, Hancock, and Jackson as well as South Mississippi. The contractor is responsible for supplying its own equipment, trailers and employees (drivers) in place within the company. MEMA will not provide any equipment, vehicles, or personnel, including drivers, in connection with these services. Additionally, the Contractor must ensure that GPS tracking/monitoring devices are installed on the trailers and/or equipment, so they are easily inventoried and monitored for return after the matters of the disaster are cleared for return to normalcy. The contractor must also appoint a lead contact for this contract that will be responsible for managing staff, meeting project goals and objectives within the budget limits should the contractor be called on in the event of a disaster.

Operational Requirements

- A. Transportation Brokerage** Over the road truck or fleet truck, one-way service (provide the most cost-effective service) to a vendor provided cross dock facility. Commodities will be cross docked into trailers leased by the selected vendor. The bidder will provide documentation of commodities cross docked from over the road trucks into leased trailers.
- B. Bidders Dock Management and Facility** The contractor is expected to be available 7 days a week, 24 hours a day (if required) when the contractor is notified of commodities purchased for disaster preparedness and shipped to the contractor's identified address. The contractor will not be required to maintain the facility open 24 hours (unless this is the contractor's normal operation) after the state has received all purchased commodities and starts receiving federal commodities. Dock management and facility must further meet these requirements:
- i.** 24-hour availability during a crisis
 - ii.** Centralized management service provider with a director or manager of all operations during crisis period.
 - iii.** Flexible labor force to receive loads into a cross docked facility
 - iv.** Material handling equipment to move palletized shipments
 - v.** Trailer drop yard or space for inbound loads – 50 trailers
 - vi.** Secure drop yard, fenced in facility and central entry point
 - vii.** Facility must be a flow through operation to efficiently process loads
- C. Transportation Network Ability** The contractor must be able 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 Commodity Point of Distribution (CPOD) site within affected counties and drop trailer as required.
- D. Shuttle** The contractor shall supply power units to shuttle loads between cross dock location (commodities purchase by the state), state staging facilities, County Staging Areas (CSA) to Point of Distribution (POD) site during crisis period. Provide between 50 – 100 short-term lease trailers (trailers may be owned or leased from outside source) during crisis

(mobilize and secure units within 72 hours of potential crisis when alerted by MEMA Logistics and purchase order provided to contractor).

- i. Utilize centralized management transportation and communicate operational statuses of all equipment during crisis period.
- ii. P & D (pick-up & delivery) ability to efficiently stage/extract equipment from CPOD (Commodity Point of Distribution) locations.
- iii. Capability to track trailers when dropped at CSA or CPOD site.
- iv. FEMA will be providing trailers with commodities to the SSA (State Staging Area). These commodities will be tracked and moved to County Staging Area (CSA) and CPOD sites by shuttle power units.

E. **Fuel Procurement** The contractor must possess the ability to provide fuel to support operations.

F. **Information Management System** Information management system will be utilized to manage data/information flows back to MEMA Logistics at the State Emergency Operations Center and the SSA. System redundancy is a must. Information management backup systems would preferably be located outside the state. The information management system must also:

- i. Customize reports on status of goods at different stages of crisis period.
- ii. Provide a low-cost method of data transfer to MEMA.
- iii. Provide efficient reporting capability in an electronic format.
- iv. Provide Latitude/Longitude (i.e., 31.559894, -91.405316 format) data for trailer delivery.
- v. Maintain yard management asset tracking system.
- vi. Have ability to know current status of trailers in all locations known as CPODs (Commodity Point of Distribution), SSAs (State Staging Areas) and cross dock station.

G. **Management Structure** The contractor shall 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 (State Staging Area Manger) and the contractor. The management structure must provide the following:

- i. Liaison personnel at the SEOC (State Emergency Operations Center) and SSA who will coordinate and act as the transportation manager for commodity distribution in conjunction with MEMA Logistics Transportation Manager.
- ii. Status of all cross-docking matters of state purchased commodities, shuttle fleet, movement and locations of commodities.
- iii. Shuttle/line haul operations management transferred to/from the SSA to CSA through to CPOD sites as required.
- iv. Management that includes shuttle driver coordination, data/information management and load deliver documentation.
- v. Asset status and location.

- vi. Driver breakdown and emergency roadside service.
- vii. Rotation of drivers or off-site lodging facilities, driver meals and driver rest facilities provided by the contractor (use of GSA per diem rates).
- viii. If required, rental of van to shuttle drivers to dining facility, shower, etc.

H. Delivery Ticket All deliveries made under this contract must be accompanied with a delivery ticket and Bill of Laden (BOL). An automated version that is industry standard within the assessed tracking program used by the contractor can be utilized as a delivery ticket if agreed upon by the contract officer or the contract office representative. The following is the minimum amount of information needed that can be accomplished by paper or electronic method.

- i. Contractor name
- ii. Purchase order number
- iii. WebEOC reference number
- iv. Referenced BOL from FEMA or vendor
- v. Date of and time of delivery of shipment
- vi. Printed name and signature of individual receiving the order
- vii. GPS location of delivery (use of decimal, i.e., 31.559894, -91.405316)
- viii. BOL
- ix. Shipment and tracking information

I. 24 Hours of Service When performing under this contract, the contractor must provide qualified personnel 24 hours a day, 7 days a week, who are familiar with the contract terms and conditions. The contractor must provide customer service with the ability 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 pick-up and delivery 24 hours a day, 7 days a week. The contracting officer will determine the hours of services when other than 24-hour/7-day service is required.

J. Contractor Liability for Personal Injury and/or Property Damage The contractor assumes responsibility for all damage or injury to a person(s) or property associated with the use, maintenance and operation of the contractor's vehicles and other equipment, the action of the contractor and the contractor's employees and agents. The government will 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, 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.

K. Tracking and Reporting Movement/Management Information System Technology The contractor should provide a management information system (MIS) to provide in-transit visibility tracking and related tracing information. In addition, tracking and tracing information should be available to designated government agencies via a secure web site on the internet 24 hours a day, 7 days a week. The contractor will 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 (VANs), or other methodology agreed to by the contracting officer. At a minimum, the contractor's database must contain shipment order information, prices applied to each shipment, movement data and other shipment information the government deems necessary to generate the reports specified in this contract. The contractor's system should include screen print capability and a facility to download reports as either ASCII files or as database file (Microsoft Access or Excel). The contractor's database must be secure and accessible by the worldwide web or personal computer station. The contractor's database must be updated at least once every four (4) hours.

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

Report Requirement

A minimum of four (4) daily reports compiling detailed data for tracking information in routed shipments, completed shipments to CSA or final CPOD sites with receiver information. Leased trailer locations and returned dates back to contractor and cross docking reports of consignment or purchased commodities into leased trailers, (cross docking is not required for federal leased trailers) and trailers awaiting movement to CSA and CPOD sites.

- i. **Weekly Shipping Reports** Cumulative totals of trailers delivered and picked up by county to include dates of arrival and averaged shipping tonnage by commodity. The report should be based on the time of shipment and items delivered.
- ii. **Monthly Billing Report** A monthly billing report detailing shipment and accessorial services provided along with a complete breakdown of charges by percentage as they apply to contract items. The report is due on the 10th 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 contract officer. The report shall include documentation of a complete breakdown of charges utilizing a Driver & Government Rep Sign In & Sign Out sheet provided by the contracting officer or an equivalent form from the vendor or BOL approved by the contracting officer. Additional information to be provided will be a report containing at a minimum trailer number, GPS tracking number, date, stationary GPS location.

- iv. **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 identification device or optical memory cards (also known as automated manifesting system cards).

Personnel Requirements

The contractor must designate a Contract Designated Representative (CDR) and alternate(s) who are responsible for the contract operations. The contractor will provide a dispatcher/operations officer to the SSA upon start of operation, based on the requirements and request of MEMA; to push commodities to CSA (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 will be the only language used for written correspondence, discussions and other business transactions.

Shipment Routing, Scheduling and Tailored Logistics Services

All shipments referred to the contractor will be routed, scheduled, managed and controlled from receipt of shipment request through delivery. Complete shipping documentation must be in accordance with acceptable commercial practices and applicable federal and state laws.

- i. **Safety** The contractor must 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 Safety and Health Administration (OSHA) regulations, the contractor will be held responsible and will hold the State of Mississippi harmless from any and all administrative and financial involvement. The contractor will perform and be responsible for all necessary cleanup and treatment costs.

- ii. **Permits and Licenses** The contractor will 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 the award to compensate for adherence requirements.

- iii. **Transportation for Employees during Performance of the Contract** The contractor will 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 will be a reimbursable expense and will be made in accordance with state law.

2.1 Period of Performance

The period of performance of this contract shall be from April 6, 2026, through April 5, 2027. If necessary, this contract may be renewed at the discretion of MEMA upon written notice to LIPSEY at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). If LIPSEY cannot commit to the same prices, terms and conditions at contract renewal, the Contractor has the right to opt out of the contract renewal.

2.2 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to 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 Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, 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, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

3.0 CONSIDERATION AND PAYMENT

3.1 Amount

\$5,850,000.00

3.2 Invoicing

Pursuant to Mississippi's Constitution, MEMA is barred from paying for unjustified costs. Meaning all invoices submitted by Contractor must provide detailed support for the benefit provided. For this contract, MEMA requires the invoices to be detailed with costs and documentation associated with Attachment A of this contract.

Contractor will invoice MEMA by the 15th day of every month until all valid invoices are closed.

3.3 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payment for Purchases by Public Bodies" laws, which generally provides for payment of undisputed amounts by the agency within 45 of receipt of invoice. Miss. Code Ann. § 31-7-301 *et seq.*

3.4 Paymode

Payments by MEMA using the state's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. MEMA may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

3.5 Overhead and Expenses

MEMA will not reimburse Contractor for the purchase of office equipment or indirect costs, including administrative costs or costs related to the business operations of the Contractor. MEMA will only pay for the performance of the Scope of Work according to the payment schedule provided in Sections 3.1 and 3.2 of this contract.

3.6 Payments to Authorized Subcontractors

No authorized subcontractor shall submit its invoices directly to MEMA. Contractor shall include these expenses in its request for payment submitted to MEMA. The time and resources spent on this project by any authorized subcontractor shall be reimbursed through Contractor and not MEMA.

3.7 Requirements Contract

During the period of the contract, Contractor shall provide all the services described in the contract. Contractor understands and agrees that this is a requirements contract and that MEMA shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MEMA for the period of the contract. The amount is only an estimate in the event services are required, and Contractor understands and agrees that MEMA is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MEMA may require services in an amount less than the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

3.8 Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.

4.0 PERSONNEL

Contractor, and any assistant it employs, shall perform all the services required by this agreement. All personnel engaged in the work shall be fully qualified to the satisfaction of MEMA and shall be authorized as permitted under federal, state, and local law to perform such services.

4.1 Internal Management

Contractor shall have the right to internally manage its staffing. MEMA shall be informed of all relevant staffing issues.

4.2 Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

4.3 Compliance with Equal Opportunity in Employment Policy

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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

4.4 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. See Miss. Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MEMA subject to approval by any agencies of the United States Government. Contractor further

represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this agreement may subject the contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
- (2) 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; or
- (3) both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to contract cancellation or loss of license or permit to do business in the State.

4.5 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 Contractor. If MEMA reasonably rejects staff or subcontractors, 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 Contractor's employees and subcontractors are the sole responsibility of Contractor.

5.0 INSURANCE

Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence. All general liability, professional liability, and fidelity bond insurance will provide coverage to MEMA as an additional insured. MEMA reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

6.0 TERMS AND CONDITIONS APPLICABLE TO CONTRACTS WITH THE STATE OF MISSISSIPPI

This contract is subject to and incorporates the following terms and conditions governing a contract between MEMA and Contractor for professional services.

6.1 Applicable Law

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 Mississippi.

6.2 Approval

It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OSPCR”), and this contract is not approved by the PPRB and/or OPSER, it is void and no payment shall be made hereunder.

6.3 Availability of Funds

It is expressly understood and agreed that the obligation of MEMA to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MEMA shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expense to MEMA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

6.4 Procurement Regulations

The contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Services Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration’s website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

6.5 Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contains the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

6.6 Stop Work Order

MEMA may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MEMA. Upon receipt of such an order, Contractor shall forthwith comply

with its terms and take all reasonable steps to minimize any further cost to MEMA. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MEMA has terminated that part of the agreement or terminated the agreement in its entirety. MEMA is not liable for payment for services which were not rendered due to the stop work order.

6.7 Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that MEMA and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

6.8 Claims Based on Chief Procurement Officer's Actions or Omissions

(A) Notice of Claim

If any action or omission on the part of the Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- i.** Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
 - (i)** prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission.
 - (ii)** within thirty (30) days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or
 - (iii)** within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief

Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer.

- ii. the notice required by subparagraph (A) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(B) Limitation of Clause

Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and contractors from acting in collusion or bad faith in issuing or performing changed orders which are clearly not within the scope of the contract.

6.9 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MEMA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act (Miss. Code Ann. § 25-61-1 *et. seq.*). If a public records request is made for any information provided to MEMA pursuant to the agreement and designated by Contractor in writing as trade secrets or other proprietary confidential information, MEMA shall follow the provisions of the Mississippi Code Annotated § 25-61-9 and 79-23-1 before disclosing such information. MEMA shall not be liable to Contractor for disclosure of information required by court order or required by law.

6.10 Independent Contractor Status

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 MEMA. Nothing contained herein shall be deemed or construed by MEMA, 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 MEMA and Contractor. Neither the method of computation of fees nor other charges, nor any other provision contained herein, nor any acts of MEMA or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of MEMA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MEMA. Neither 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 Contractor, its servants, agents, or employees. MEMA shall not withhold from the contract

payments to Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to Contractor. Further, MEMA shall not provide to Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the State for its employees.

6.11 Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by MEMA and agreed to by Contractor.

6.12 Ownership of Documents and Work Papers

MEMA shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MEMA upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MEMA and subject to any copyright protections.

6.13 Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State, or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

6.14 Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by MEMA or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment or until they are audited by MEMA, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees or other authorized bodies.

6.15 Quality Control

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by MEMA.

7.0 CONTRACTOR ASSURANCES

To contract with the State of Mississippi providing professional services, Contractor makes the following assurances to MEMA.

7.1 Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. 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 the State 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 the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties. Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security and FEMA access to records, accounts, documents, information, facilities, and staff.

7.2 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

7.3 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 of any kind, (d)

notwithstanding any other provision of this 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, (e) that Contractor is not banned from contracting with MEMA, and (f) that Contractor is at least eighteen (18) years old.

7.4 Representation Regarding Contingent Fees

By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

7.5 Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

7.6 Debarment and Suspension

Contractor certifies, to the best of its knowledge and belief, that it:

- (A) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi.
- (B) has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- (C) has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(D) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraphs (B) and (C) of this certification; and,

(E) has not, within a three (3) year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

7.7 Disclosure of Confidential Information

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering the divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated, § 25-61-1 *et. seq.*

7.8 Exceptions to Confidential Information

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

(A) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

(B) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(C) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(D) is independently developed by the recipient without any reliance on confidential information;

(E) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

(F) is disclosed with the disclosing party’s prior written consent.

7.9 Information Designated by Contractor as Confidential

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the

contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of MEMA shall result in the immediate termination of this agreement.

7.10 Non-Solicitation of Employees

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by MEMA and Contractor.

7.11 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.

7.12 Antitrust

By entering into a contract, Contractor conveys, sells, assigns, and transfers to MEMA all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by MEMA under said contract.

7.13 Patents and Royalties

Contractor covenants to save, defend, keep harmless, and indemnify MEMA and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by MEMA. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

7.14 Authority of Signatory

Contractor acknowledges that the individual executing the contract on behalf of MEMA is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that

individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

8.0 CONTRACT TERMINATION AND PARTY DISPUTES

8.1 Termination

Termination for Convenience. MEMA may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MEMA shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If MEMA gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MEMA may terminate the contract for default, and the Contractor will be liable for the additional cost to MEMA to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

8.2 Contractor's Duties

Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(A) Compensation

Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the agency head or designee 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.

(B) Excuse for Nonperformance or Delayed Performance

Except with respect to defaults of subcontractors, 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 Contractor to make progress in the prosecution of the work hereunder which

endangers such performance) if Contractor has notified the agency head or designee within fifteen (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, 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 Contractor to meet the contract requirements. Upon request of Contractor, the agency head or designee 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, 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". (As used in this paragraph of this clause, the term "Subcontractor" means subcontractor at any tier.)

(C) Liquidated Damages

When Contractor is given notice of delay or nonperformance as specified in Paragraph 8.1 and fails to cure in the time specified, Contractor shall be liable for damages for the delay in the amount of \$100 per calendar day from the date set for cure until either MEMA reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph 8.2(B), liquidated damages shall not be due to MEMA. Contractor remains liable for damages caused other than by delay.

(D) Erroneous Termination for Default

If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (B) (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 a termination for convenience.

(E) 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.

8.3 Termination Upon Bankruptcy

This contract may be terminated in whole or in part by MEMA upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

8.4 Unsatisfactory Work

If, at any time during the contract term, the service performed, or work done by Contractor is considered by MEMA to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by MEMA, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MEMA shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

8.5 Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MEMA, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MEMA may have.

8.6 Failure to Enforce

Failure by MEMA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MEMA to enforce any provision at any time in accordance with its terms.

8.7 Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay

caused by such events unless the State determines it to be in its best interest to terminate the agreement.

8.8 Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MEMA, its commissioners, board members, 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 attorney's fees, arising out of or caused by 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, upon the approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc, Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. 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. Contractor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

8.9 Infringement Indemnification

Contractor warrants that the materials and deliverables provided to the customer under this agreement and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In MEMA's sole discretion, upon approval of the Office of the Mississippi Attorney General and MEMA, Contractor may be allowed to control the defense of any such claim,

suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and MEMA. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MEMA shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and MEMA, which shall not be unreasonably withheld.

8.10 Integrated Agreement/Merger

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

8.11 Modification or Renegotiation

This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required. The parties agree to renegotiate the agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

8.12 No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

8.13 Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the contractor: Michael Knaby, VP of Government Operations
Lipse Trucking LLC
400 Birmingham Highway
Chattanooga, TN 37419

For the agency: Morgan Middleton, General Counsel
 Mississippi Emergency Management Agency
 #1 MEMA Drive
 Pearl, MS 39208

8.14 Priority

The contract consists of this agreement, the Invitation for Bids RFX 3160007732 and the response submission by Contractor. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract. If there is a conflict between this agreement and the proposal, this agreement is controlling.

8.15 Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

8.16 Third-Party Notification

Contractor shall give MEMA prompt notice in writing of any action or suit filed and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

8.17 Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power, or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

8.18 Sovereign Immunity

By entering into this agreement with Contractor, MEMA does in no way waive its sovereign immunities or defenses as provided by law.

8.19 Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MEMA, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MEMA. The rights of MEMA are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the MEMA on account of the acts or omissions of Contractor.

8.20 Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that MEMA may terminate this contract at any time for its own convenience.

9.0 APPLICABLE FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT MAY BE FUNDED BY FEDERAL FUNDS

9.1 Byrd Anti-Lobbying Amendment

Contractors shall file the required certification within Appendix A of this contract through which it certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor and all authorized subcontractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency (MEMA).

9.2 Clean Air and Water Acts Compliance

- (1)** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et. seq.
- (2)** Contractor agrees to report each violation to MEMA and understands and agrees that MEMA will, in turn, report each violation as required to assure notification to the State of Mississippi, the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office as applicable to this contract.
- (3)** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance if applicable.

9.3 Procurement of Recovered Materials

- (1) In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirement; or,
 - iii. at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) Contractor also agrees to comply with all other applicable requirements for Section 6002 of the Solid Waste Disposal Act.

9.4 Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. Pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by MEMA. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MEMA, the federal government may pursue available remedies, including by not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.5 No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

9.6 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the contract.

9.7 Compliance with the Contract Work Hours and Safety Standards Act

- (1) **Overtime Requirements** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) **Violation: Liability for Unpaid Wages; Liquidated Damages** In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for Unpaid Wages and Liquidated Damages** The Mississippi Emergency Management Agency shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

9.8 Socioeconomic Affirmative Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

10.0 APPLICABLE FEDERAL PROCUREMENT CLAUSES IF THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT SPECIFICALLY WITH FEMA FUNDING

10.1 Access to and Retention of Records

- 1) Contractor agrees to provide MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4) In compliance with the Disaster Recovery Act of 2018, MEMA and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 5) Contractor agrees to retain all records associated with this contract for three (3) years after MEMA or the subgrantees (counties and communities) make final payment and all other pending matters are closed.

10.2 DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.3 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that should FEMA financial assistance be used to fund all or a portion of the contract. Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

This contract for transportation and logistical services represents the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement.

STEPHEN C. McCRANEY, EXECUTIVE DIRECTOR
MS EMERGENCY MANAGEMENT AGENCY

DATE

MICHAEL KNABY, VP GOVERNMENT OPERATIONS
LIPSEY TRUCKING LLC

DATE

APPENDIX A

44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and 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.
- 2) 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 an 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) 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 such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor 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.

Contractor's Authorized Official's Signature

Date

Attachment A

Amendment #1

Attachment A – Revised Contract Cost Analysis and Breakdown

Cost per Prime Mover (Truck Only)	\$ 1550.00	Number Prime Mover Trucks	100
Total Cost per Prime Mover Truck	\$ 1650.00		
<i>(Total cost should include daily cost of truck, driver, and per diem)</i>			

The prices listed below will not be included in the bid evaluation; however, the vendor shall be bound by these prices for the duration of the contract, unless otherwise amended in writing by mutual agreement and approved by the PPRB. These amounts must be itemized on all applicable invoices for documentation and transparency.

TRAILER RENTAL AND MILEAGE

Trailer Rental	\$ 375.00	Flat Rate/Per Day
<i>(GPS Tracking fees must be included in this cost)</i>		
Mileage Cost	\$ 0.00	

DISPATCHER

Regular Hour Rate	\$ 45.00	Overtime Hour Rate	\$ 67.50
Per Diem for On-Site Dispatcher	\$ 250.00		

ON-SITE MANAGEMENT

Regular Hour Rate	\$ 65.00	Overtime Hour Rate	\$ 97.50
Per Diem for On-site Management	\$ 250.00		

CROSS-DOCK FACILITY OPERATIONS

Cross-Dock Facility	<u>\$ 24,350.00 / day</u> <i>(The cost of the rental, operation, or management of a cross-dock facility)</i>
Hourly Forklift Cost	<u>\$ 105.00</u> <i>(Cost of fuel must be included)</i>
Staff Hourly Rate	<u>\$ 48.00</u>
Documentation Cost	<u>\$ 0.00</u>

- Other Transportation Equipment Costs – Optional** *(check if page attached)* This section is optional. **Information provided will not be considered during bid evaluation or award determination.** Bidders may submit costs related to additional transportation equipment they can provide, separate from the base bid, on a separate attachment.

If this section is completed, the bidder must sign and date the attachment. Submission of this information does not obligate MEMA to procure any additional equipment or services. MEMA may, at its sole discretion, use the information provided for internal planning or market research purposes only. Any future procurement of additional equipment or services will comply with applicable Mississippi procurement laws and regulations.

**CONTRACT TO PROVIDE EMERGENCY STANDBY
TRANSPORTATION SERVICES BETWEEN THE MISSISSIPPI
EMERGENCY MANAGEMENT AGENCY AND LRT SOLUTIONS, INC.**

This document is a contract between the parties listed in Paragraph 1.0, entitled “Parties” to provide services or goods as specified in Paragraph 2.0 entitled “Scope of Work.”

1.0 PARTIES

The parties to this contract are the MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as “MEMA”, “the agency,” and generally as “State” and LRT SOLUTIONS, INC. hereinafter referred to as “LRT SOLUTIONS” and generally as “Contractor.”

2.0 SCOPE OF WORK

(A) Contract Goal

The general objective of this contract is to provide MEMA with emergency transportation and logistics services into areas affected by a disaster.

(B) Procurement Documents

Contractor shall provide the services within RFX 3160007732. All services listed in this statement are to be performed by Contractor unless otherwise noted.

(C) Services to be Provided

Detailed Minimum Specifications

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 with 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 the time a purchase order will be provided to the vendor to initiate the need of trailers and movement of equipment to the State Staging Area (SSA) as outlined in the agreed plan. The contractor 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:

- Camp Shelby, Hattiesburg, Mississippi
- Grenada, Mississippi
- Lee County Agri Center, Tupelo, Mississippi.

The contractor should have knowledge of the state and locations of counties and municipalities as well as a well-established knowledge of the three (3) main coastal counties: Harrison, Hancock, and Jackson as well as South Mississippi. The contractor is responsible for supplying its own equipment, trailers and employees (drivers) in place within the company. MEMA will not provide any equipment, vehicles, or personnel, including drivers, in connection with these services. Additionally, the Contractor must ensure that GPS tracking/monitoring devices are installed on the trailers and/or equipment, so they are easily inventoried and monitored for return after the matters of the disaster are cleared for return to normalcy. The contractor must also appoint a lead contact for this contract that will be responsible for managing staff, meeting project goals and objectives within the budget limits should the contractor be called on in the event of a disaster.

Operational Requirements

- A. **Transportation Brokerage** Over the road truck or fleet truck, one-way service (provide the most cost-effective service) to a vendor provided cross dock facility. Commodities will be cross docked into trailers leased by the selected vendor. The bidder will provide documentation of commodities cross docked from over the road trucks into leased trailers.
- B. **Bidders Dock Management and Facility** The contractor is expected to be available 7 days a week, 24 hours a day (if required) when the contractor is notified of commodities purchased for disaster preparedness and shipped to the contractor's identified address. The contractor will not be required to maintain the facility open 24 hours (unless this is the contractor's normal operation) after the state has received all purchased commodities and starts receiving federal commodities. Dock management and facility must further meet these requirements:
- i. 24-hour availability during a crisis
 - ii. Centralized management service provider with a director or manager of all operations during crisis period.
 - iii. Flexible labor force to receive loads into a cross docked facility
 - iv. Material handling equipment to move palletized shipments
 - v. Trailer drop yard or space for inbound loads – 50 trailers
 - vi. Secure drop yard, fenced in facility and central entry point
 - vii. Facility must be a flow through operation to efficiently process loads
- C. **Transportation Network Ability** The contractor must be able 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 Commodity Point of Distribution (CPOD) site within affected counties and drop trailer as required.
- D. **Shuttle** The contractor shall supply power units to shuttle loads between cross dock location (commodities purchase by the state), state staging facilities, County Staging Areas (CSA) to Point of Distribution (POD) site during crisis period. Provide between 50 – 100 short-term lease trailers (trailers may be owned or leased from outside source) during crisis

(mobilize and secure units within 72 hours of potential crisis when alerted by MEMA Logistics and purchase order provided to contractor).

- i. Utilize centralized management transportation and communicate operational statuses of all equipment during crisis period.
- ii. P & D (pick-up & delivery) ability to efficiently stage/extract equipment from CPOD (Commodity Point of Distribution) locations.
- iii. Capability to track trailers when dropped at CSA or CPOD site.
- iv. FEMA will be providing trailers with commodities to the SSA (State Staging Area). These commodities will be tracked and moved to County Staging Area (CSA) and CPOD sites by shuttle power units.

E. Fuel Procurement The contractor must possess the ability to provide fuel to support operations.

F. Information Management System Information management system will be utilized to manage data/information flows back to MEMA Logistics at the State Emergency Operations Center and the SSA. System redundancy is a must. Information management backup systems would preferably be located outside the state. The information management system must also:

- i. Customize reports on status of goods at different stages of crisis period.
- ii. Provide a low-cost method of data transfer to MEMA.
- iii. Provide efficient reporting capability in an electronic format.
- iv. Provide Latitude/Longitude (i.e., 31.559894, -91.405316 format) data for trailer delivery.
- v. Maintain yard management asset tracking system.
- vi. Have ability to know current status of trailers in all locations known as CPODs (Commodity Point of Distribution), SSAs (State Staging Areas) and cross dock station.

G. Management Structure The contractor shall 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 (State Staging Area Manger) and the contractor. The management structure must provide the following:

- i. Liaison personnel at the SEOC (State Emergency Operations Center) and SSA who will coordinate and act as the transportation manager for commodity distribution in conjunction with MEMA Logistics Transportation Manager.
- ii. Status of all cross-docking matters of state purchased commodities, shuttle fleet, movement and locations of commodities.
- iii. Shuttle/line haul operations management transferred to/from the SSA to CSA through to CPOD sites as required.
- iv. Management that includes shuttle driver coordination, data/information management and load deliver documentation.
- v. Asset status and location.

- vi. Driver breakdown and emergency roadside service.
- vii. Rotation of drivers or off-site lodging facilities, driver meals and driver rest facilities provided by the contractor (use of GSA per diem rates).
- viii. If required, rental of van to shuttle drivers to dining facility, shower, etc.

H. **Delivery Ticket** All deliveries made under this contract must be accompanied with a delivery ticket and Bill of Laden (BOL). An automated version that is industry standard within the assessed tracking program used by the contractor can be utilized as a delivery ticket if agreed upon by the contract officer or the contract office representative. The following is the minimum amount of information needed that can be accomplished by paper or electronic method.

- i. Contractor name
- ii. Purchase order number
- iii. WebEOC reference number
- iv. Referenced BOL from FEMA or vendor
- v. Date of and time of delivery of shipment
- vi. Printed name and signature of individual receiving the order
- vii. GPS location of delivery (use of decimal, i.e., 31.559894, -91.405316)
- viii. BOL
- ix. Shipment and tracking information

I. **24 Hours of Service** When performing under this contract, the contractor must provide qualified personnel 24 hours a day, 7 days a week, who are familiar with the contract terms and conditions. The contractor must provide customer service with the ability 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 pick-up and delivery 24 hours a day, 7 days a week. The contracting officer will determine the hours of services when other than 24-hour/7-day service is required.

J. **Contractor Liability for Personal Injury and/or Property Damage** The contractor assumes responsibility for all damage or injury to a person(s) or property associated with the use, maintenance and operation of the contractor's vehicles and other equipment, the action of the contractor and the contractor's employees and agents. The government will 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, 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.

K. **Tracking and Reporting Movement/Management Information System Technology**
The contractor should provide a management information system (MIS) to provide in-transit visibility tracking and related tracing information. In addition, tracking and tracing information should be available to designated government agencies via a secure web site on the internet 24 hours a day, 7 days a week. The contractor will 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 (VANs), or other methodology agreed to by the contracting officer. At a minimum, the contractor's database must contain shipment order information, prices applied to each shipment, movement data and other shipment information the government deems necessary to generate the reports specified in this contract. The contractor's system should include screen print capability and a facility to download reports as either ASCII files or as database file (Microsoft Access or Excel). The contractor's database must be secure and accessible by the worldwide web or personal computer station. The contractor's database must be updated at least once every four (4) hours.

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

Report Requirement

A minimum of four (4) daily reports compiling detailed data for tracking information in routed shipments, completed shipments to CSA or final CPOD sites with receiver information. Leased trailer locations and returned dates back to contractor and cross docking reports of consignment or purchased commodities into leased trailers, (cross docking is not required for federal leased trailers) and trailers awaiting movement to CSA and CPOD sites.

- i. **Weekly Shipping Reports** Cumulative totals of trailers delivered and picked up by county to include dates of arrival and averaged shipping tonnage by commodity. The report should be based on the time of shipment and items delivered.
- ii. **Monthly Billing Report** A monthly billing report detailing shipment and accessorial services provided along with a complete breakdown of charges by percentage as they apply to contract items. The report is due on the 10th 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 contract officer. The report shall include documentation of a complete breakdown of charges utilizing a Driver & Government Rep Sign In & Sign Out sheet provided by the contracting officer or an equivalent form from the vendor or BOL approved by the contracting officer. Additional information to be provided will be a report containing at a minimum trailer number, GPS tracking number, date, stationary GPS location.

- iv. **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 identification device or optical memory cards (also known as automated manifesting system cards).

Personnel Requirements

The contractor must designate a Contract Designated Representative (CDR) and alternate(s) who are responsible for the contract operations. The contractor will provide a dispatcher/operations officer to the SSA upon start of operation, based on the requirements and request of MEMA; to push commodities to CSA (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 will be the only language used for written correspondence, discussions and other business transactions.

Shipment Routing, Scheduling and Tailored Logistics Services

All shipments referred to the contractor will be routed, scheduled, managed and controlled from receipt of shipment request through delivery. Complete shipping documentation must be in accordance with acceptable commercial practices and applicable federal and state laws.

- i. **Safety** The contractor must 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 Safety and Health Administration (OSHA) regulations, the contractor will be held responsible and will hold the State of Mississippi harmless from any and all administrative and financial involvement. The contractor will perform and be responsible for all necessary cleanup and treatment costs.

- ii. **Permits and Licenses** The contractor will 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 the award to compensate for adherence requirements.

- iii. **Transportation for Employees during Performance of the Contract** The contractor will 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 will be a reimbursable expense and will be made in accordance with state law.

2.1 Period of Performance

The period of performance of this contract shall be from April 6, 2026, through April 5, 2027. If necessary, this contract may be renewed at the discretion of MEMA upon written notice to LRT SOLUTIONS at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). If LRT SOLUTIONS cannot commit to the same prices, terms and conditions at contract renewal, the Contractor has the right to opt out of the contract renewal.

2.2 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to 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 Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, 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, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

3.0 CONSIDERATION AND PAYMENT

3.1 Amount

\$5,850,000.00

3.2 Invoicing

Pursuant to Mississippi's Constitution, MEMA is barred from paying for unjustified costs. Meaning all invoices submitted by Contractor must provide detailed support for the benefit provided. For this contract, MEMA requires the invoices to be detailed with costs and documentation associated with Attachment A of this contract.

Contractor will invoice MEMA by the 15th day of every month until all valid invoices are closed.

3.3 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payment for Purchases by Public Bodies" laws, which generally provides for payment of undisputed amounts by the agency within 45 of receipt of invoice. Miss. Code Ann. § 31-7-301 *et seq.*

3.4 Paymode

Payments by MEMA using the state's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. MEMA may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

3.5 Overhead and Expenses

MEMA will not reimburse Contractor for the purchase of office equipment or indirect costs, including administrative costs or costs related to the business operations of the Contractor. MEMA will only pay for the performance of the Scope of Work according to the payment schedule provided in Sections 3.1 and 3.2 of this contract.

3.6 Payments to Authorized Subcontractors

No authorized subcontractor shall submit its invoices directly to MEMA. Contractor shall include these expenses in its request for payment submitted to MEMA. The time and resources spent on this project by any authorized subcontractor shall be reimbursed through Contractor and not MEMA.

3.7 Requirements Contract

During the period of the contract, Contractor shall provide all the services described in the contract. Contractor understands and agrees that this is a requirements contract and that MEMA shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MEMA for the period of the contract. The amount is only an estimate in the event services are required, and Contractor understands and agrees that MEMA is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MEMA may require services in an amount less than the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

3.8 Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.

4.0 PERSONNEL

Contractor, and any assistant it employs, shall perform all the services required by this agreement. All personnel engaged in the work shall be fully qualified to the satisfaction of MEMA and shall be authorized as permitted under federal, state, and local law to perform such services.

4.1 Internal Management

Contractor shall have the right to internally manage its staffing. MEMA shall be informed of all relevant staffing issues.

4.2 Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

4.3 Compliance with Equal Opportunity in Employment Policy

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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

4.4 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. See Miss. Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MEMA subject to approval by any agencies of the United States Government. Contractor further

represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this agreement may subject the contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
- (2) 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; or
- (3) both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to contract cancellation or loss of license or permit to do business in the State.

4.5 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 Contractor. If MEMA reasonably rejects staff or subcontractors, 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 Contractor's employees and subcontractors are the sole responsibility of Contractor.

5.0 INSURANCE

Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence. All general liability, professional liability, and fidelity bond insurance will provide coverage to MEMA as an additional insured. MEMA reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

6.0 TERMS AND CONDITIONS APPLICABLE TO CONTRACTS WITH THE STATE OF MISSISSIPPI

This contract is subject to and incorporates the following terms and conditions governing a contract between MEMA and Contractor for professional services.

6.1 Applicable Law

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 Mississippi.

6.2 Approval

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OSPSCR"), and this contract is not approved by the PPRB and/or OSPSCR, it is void and no payment shall be made hereunder.

6.3 Availability of Funds

It is expressly understood and agreed that the obligation of MEMA to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MEMA shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expense to MEMA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

6.4 Procurement Regulations

The contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Services Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

6.5 Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contains the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

6.6 Stop Work Order

MEMA may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MEMA. Upon receipt of such an order, Contractor shall forthwith comply

with its terms and take all reasonable steps to minimize any further cost to MEMA. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MEMA has terminated that part of the agreement or terminated the agreement in its entirety. MEMA is not liable for payment for services which were not rendered due to the stop work order.

6.7 Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that MEMA and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

6.8 Claims Based on Chief Procurement Officer's Actions or Omissions

(A) Notice of Claim

If any action or omission on the part of the Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- i.** Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
 - (i)** prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission.
 - (ii)** within thirty (30) days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or
 - (iii)** within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief

Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer.

- ii. the notice required by subparagraph (A) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(B) Limitation of Clause

Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and contractors from acting in collusion or bad faith in issuing or performing changed orders which are clearly not within the scope of the contract.

6.9 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MEMA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act (Miss. Code Ann. § 25-61-1 *et. seq.*). If a public records request is made for any information provided to MEMA pursuant to the agreement and designated by Contractor in writing as trade secrets or other proprietary confidential information, MEMA shall follow the provisions of the Mississippi Code Annotated § 25-61-9 and 79-23-1 before disclosing such information. MEMA shall not be liable to Contractor for disclosure of information required by court order or required by law.

6.10 Independent Contractor Status

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 MEMA. Nothing contained herein shall be deemed or construed by MEMA, 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 MEMA and Contractor. Neither the method of computation of fees nor other charges, nor any other provision contained herein, nor any acts of MEMA or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of MEMA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MEMA. Neither 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 Contractor, its servants, agents, or employees. MEMA shall not withhold from the contract

payments to Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to Contractor. Further, MEMA shall not provide to Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the State for its employees.

6.11 Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by MEMA and agreed to by Contractor.

6.12 Ownership of Documents and Work Papers

MEMA shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MEMA upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MEMA and subject to any copyright protections.

6.13 Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State, or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

6.14 Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by MEMA or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment or until they are audited by MEMA, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees or other authorized bodies.

6.15 Quality Control

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by MEMA.

7.0 CONTRACTOR ASSURANCES

To contract with the State of Mississippi providing professional services, Contractor makes the following assurances to MEMA.

7.1 Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. 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 the State 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 the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties. Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security and FEMA access to records, accounts, documents, information, facilities, and staff.

7.2 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

7.3 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 of any kind, (d)

notwithstanding any other provision of this 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, (e) that Contractor is not banned from contracting with MEMA, and (f) that Contractor is at least eighteen (18) years old.

7.4 Representation Regarding Contingent Fees

By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

7.5 Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

7.6 Debarment and Suspension

Contractor certifies, to the best of its knowledge and belief, that it:

- (A) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi.
- (B) has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- (C) has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(D) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraphs (B) and (C) of this certification; and,

(E) has not, within a three (3) year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

7.7 Disclosure of Confidential Information

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering the divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated, § 25-61-1 *et. seq.*

7.8 Exceptions to Confidential Information

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

(A) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

(B) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(C) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(D) is independently developed by the recipient without any reliance on confidential information;

(E) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

(F) is disclosed with the disclosing party’s prior written consent.

7.9 Information Designated by Contractor as Confidential

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the

contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of MEMA shall result in the immediate termination of this agreement.

7.10 Non-Solicitation of Employees

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by MEMA and Contractor.

7.11 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.

7.12 Antitrust

By entering into a contract, Contractor conveys, sells, assigns, and transfers to MEMA all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by MEMA under said contract.

7.13 Patents and Royalties

Contractor covenants to save, defend, keep harmless, and indemnify MEMA and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by MEMA. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

7.14 Authority of Signatory

Contractor acknowledges that the individual executing the contract on behalf of MEMA is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that

individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

8.0 CONTRACT TERMINATION AND PARTY DISPUTES

8.1 Termination

Termination for Convenience. MEMA may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MEMA shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If MEMA gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MEMA may terminate the contract for default, and the Contractor will be liable for the additional cost to MEMA to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

8.2 Contractor's Duties

Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(A) Compensation

Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the agency head or designee 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.

(B) Excuse for Nonperformance or Delayed Performance

Except with respect to defaults of subcontractors, 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 Contractor to make progress in the prosecution of the work hereunder which

endangers such performance) if Contractor has notified the agency head or designee within fifteen (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, 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 Contractor to meet the contract requirements. Upon request of Contractor, the agency head or designee 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, 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". (As used in this paragraph of this clause, the term "Subcontractor" means subcontractor at any tier.)

(C) Liquidated Damages

When Contractor is given notice of delay or nonperformance as specified in Paragraph 8.1 and fails to cure in the time specified, Contractor shall be liable for damages for the delay in the amount of \$100 per calendar day from the date set for cure until either MEMA reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph 8.2(B), liquidated damages shall not be due to MEMA. Contractor remains liable for damages caused other than by delay.

(D) Erroneous Termination for Default

If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (B) (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 a termination for convenience.

(E) 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.

8.3 Termination Upon Bankruptcy

This contract may be terminated in whole or in part by MEMA upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

8.4 Unsatisfactory Work

If, at any time during the contract term, the service performed, or work done by Contractor is considered by MEMA to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by MEMA, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MEMA shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

8.5 Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MEMA, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MEMA may have.

8.6 Failure to Enforce

Failure by MEMA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MEMA to enforce any provision at any time in accordance with its terms.

8.7 Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay

caused by such events unless the State determines it to be in its best interest to terminate the agreement.

8.8 Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MEMA, its commissioners, board members, 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 attorney's fees, arising out of or caused by 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, upon the approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc, Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. 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. Contractor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

8.9 Infringement Indemnification

Contractor warrants that the materials and deliverables provided to the customer under this agreement and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In MEMA's sole discretion, upon approval of the Office of the Mississippi Attorney General and MEMA, Contractor may be allowed to control the defense of any such claim,

suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and MEMA. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MEMA shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and MEMA, which shall not be unreasonably withheld.

8.10 Integrated Agreement/Merger

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

8.11 Modification or Renegotiation

This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required. The parties agree to renegotiate the agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

8.12 No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

8.13 Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the contractor: Keith Blanks, VP of Government Services
LRT Solutions, Inc.
2201 Gault Avenue N, Suite A
Fort Payne, AL 35967

For the agency: Morgan Middleton, General Counsel
Mississippi Emergency Management Agency
#1 MEMA Drive
Pearl, MS 39208

8.14 Priority

The contract consists of this agreement, the Invitation for Bids RFX 3160007732 and the response submission by Contractor. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract. If there is a conflict between this agreement and the proposal, this agreement is controlling.

8.15 Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

8.16 Third-Party Notification

Contractor shall give MEMA prompt notice in writing of any action or suit filed and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

8.17 Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power, or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

8.18 Sovereign Immunity

By entering into this agreement with Contractor, MEMA does in no way waive its sovereign immunities or defenses as provided by law.

8.19 Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MEMA, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MEMA. The rights of MEMA are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the MEMA on account of the acts or omissions of Contractor.

8.20 Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that MEMA may terminate this contract at any time for its own convenience.

9.0 APPLICABLE FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT MAY BE FUNDED BY FEDERAL FUNDS

9.1 Byrd Anti-Lobbying Amendment

Contractors shall file the required certification within Appendix A of this contract through which it certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor and all authorized subcontractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency (MEMA).

9.2 Clean Air and Water Acts Compliance

- (1)** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et. seq.
- (2)** Contractor agrees to report each violation to MEMA and understands and agrees that MEMA will, in turn, report each violation as required to assure notification to the State of Mississippi, the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office as applicable to this contract.
- (3)** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance if applicable.

9.3 Procurement of Recovered Materials

- (1) In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirement; or,
 - iii. at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) Contractor also agrees to comply with all other applicable requirements for Section 6002 of the Solid Waste Disposal Act.

9.4 Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. Pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by MEMA. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MEMA, the federal government may pursue available remedies, including by not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.5 No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

9.6 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the contract.

9.7 Compliance with the Contract Work Hours and Safety Standards Act

- (1) **Overtime Requirements** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) **Violation: Liability for Unpaid Wages; Liquidated Damages** In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for Unpaid Wages and Liquidated Damages** The Mississippi Emergency Management Agency shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

9.8 Socioeconomic Affirmative Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

10.0 APPLICABLE FEDERAL PROCUREMENT CLAUSES IF THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT SPECIFICALLY WITH FEMA FUNDING

10.1 Access to and Retention of Records

- 1) Contractor agrees to provide MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4) In compliance with the Disaster Recovery Act of 2018, MEMA and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 5) Contractor agrees to retain all records associated with this contract for three (3) years after MEMA or the subgrantees (counties and communities) make final payment and all other pending matters are closed.

10.2 DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.3 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that should FEMA financial assistance be used to fund all or a portion of the contract. Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

This contract for transportation and logistical services represents the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement.

STEPHEN C. McCRANEY, EXECUTIVE DIRECTOR
MS EMERGENCY MANAGEMENT AGENCY

DATE

KEITH BLANKS, VP GOVERNMENT OPERATIONS
LRT SOLUTIONS, INC.

DATE

44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and 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.
- 2) 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 an 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) 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 such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor 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.

Contractor's Authorized Official's Signature

Date

Attachment A

Amendment #1

Attachment A – Revised Contract Cost Analysis and Breakdown

Cost per Prime Mover <i>(Truck Only)</i>	\$ 1250.00	Number Prime Mover Trucks	200.00
Total Cost per Prime Mover Truck \$ 1825.00			
<i>(Total cost should include daily cost of truck, driver, and per diem)</i>			

The prices listed below will not be included in the bid evaluation; however, the vendor shall be bound by these prices for the duration of the contract, unless otherwise amended in writing by mutual agreement and approved by the PPRB. These amounts must be itemized on all applicable invoices for documentation and transparency.

TRAILER RENTAL AND MILEAGE

Trailer Rental	\$ 500.00	Flat Rate/Per Day
<i>(GPS Tracking fees must be included in this cost)</i>		
Mileage Cost	\$.55/mile	

DISPATCHER

Regular Hour Rate	\$ 40.00/8hr day	Overtime Hour Rate	\$ 60.00/over 8 hr
Per Diem for On-Site Dispatcher \$ 125.00			

ON-SITE MANAGEMENT

Regular Hour Rate	\$ 65.00/8 hr day	Overtime Hour Rate	\$ 97.50/over 8 hr
Per Diem for On-site Management \$ 125.00			

CROSS-DOCK FACILITY OPERATIONS

Cross-Dock Facility	<u> \$ 25.00/hour of use </u> <i>(The cost of the rental, operation, or management of a cross-dock facility)</i>
Hourly Forklift Cost	<u> \$ 35.00/hour </u> <i>(Cost of fuel must be included)</i>
Staff Hourly Rate	<u> \$ 20.00/hour </u>
Documentation Cost	<u> \$ 15.00/BOL </u>

- Other Transportation Equipment Costs – Optional** *(check if page attached)* This section is optional. **Information provided will not be considered during bid evaluation or award determination.** Bidders may submit costs related to additional transportation equipment they can provide, separate from the base bid, on a separate attachment.

If this section is completed, the bidder must sign and date the attachment. Submission of this information does not obligate MEMA to procure any additional equipment or services. MEMA may, at its sole discretion, use the information provided for internal planning or market research purposes only. Any future procurement of additional equipment or services will comply with applicable Mississippi procurement laws and regulations.

NOTICE OF INTENT TO AWARD

February 18, 2026

**Emergency Standby Transportation Services
Invitation for Bids
RFx# 3160007732**

The Office of Statewide Strategic Sourcing (OSSS) issued an Invitation for Bids (IFB) on behalf of the Mississippi Emergency Management Agency (MEMA) for the purpose of soliciting sealed bids from qualified providers for emergency standby transportation services. A bid opening was held on Tuesday, January 6, 2026. MEMA received bids from eleven (11) vendors. All eleven (11) bids were evaluated in accordance with the criteria set forth in the IFB. As a result, nine (9) vendors were deemed responsive and responsible, and two (2) vendors were deemed nonresponsive.

The names and bid price of each vendor are listed below and ranked from lowest price to highest price submitted.

Rank	Bidder	Price
1	Landstar Ranger	\$1,600.00
2	Lipsey Trucking, LLC	\$1,650.00
3	LRT Solutions	\$1,825.00
4	Estes Express Lines	\$1,950.00
5	Total Transportation of MS, LLC	\$2,100.00
6	Garner Environmental Services	\$2,900.00
7	Elite Service Recovery & Towing	\$3,242.00
8	SLSCO LTD	\$3,720.00
9	Longview International Technology Solutions, Inc.	\$3,800.00
Bids Deemed Non-Responsive/Rejected		
10	Mariner Logistics, LLC	\$1,900.00
11	Gothams LLC	\$2,000.00

MEMA announces its intent to award a contract to the three (3) lowest responsive and responsible bidders, **Landstar Ranger, Lipsey Trucking, LLC, and LRT Solutions** upon approval by the Public Procurement Review Board (PPRB).

Any vendor who responded to this solicitation may submit a written request to reconsider MEMA’s decision in accordance with *OPSCR Rule 5.6.3 Request for Reconsideration of the Intent to Award* within three (3) business days of the issuance of the Notice of Intent to Award. A copy of the proposed contract and other documents related to this solicitation and Notice of Intent to Award may be found in the Agency Procurement File, posted in accordance with *PPRB OPSCR Rule 5.6.1.2 (Public Posting of the Agency Procurement File)*, on the MEMA’s website at <https://www.msema.org/about/about-mema/response/procurement>.

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort put forth in submitting their bids. We appreciate your interest in providing services to the state of Mississippi and encourage you to respond to future opportunities.

RE: <EXTERNAL>: RE: ACTION REQUIRED: Emergency Standby Transportation Services IFB RfX #3160007732-LRT Solutions Inc-NOTICE OF INTENT TO AWARD (NOIA)

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 3:59 PM

To OSSS <OSSS@dfa.ms.gov>; Keith Blanks <keith@shiplrt.com>

Cc Devin Dean <devin@driveforlrt.com>; Bradley Sowa <bradley@driveforlrt.com>; Mick Miller <mick@shiplrt.com>; Ren Knight <ren@shiplrt.com>

 1 attachment (133 KB)

MEMA RfX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

Congratulations! Please see the attached Notice of Intent to Award (NOIA) for IFB RfX #3160007732 – Emergency Standby Transportation Services. The complete procurement file for IFB RfX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

Contract negotiations have been completed and are subject to approval by the Public Procurement Review Board (PPRB). Upon oral approval by PPRB, MEMA will contact you regarding next steps for contract execution. In the event MEMA is unable to execute the contract, it reserves the right to proceed with the next lowest responsive and responsible bidder.

Pursuant to Section 12.2.4 of the IFB, **please submit your Certificate of Insurance (COI), including the required coverage, within ten (10) days of this NOIA.**

Additionally, pursuant to Section 11 – Registration with the Mississippi Secretary of State of the IFB, by submitting a bid, bidders certified that they are registered to do business in the State of Mississippi as required by Mississippi law and the Mississippi Secretary of State. **If not already registered, registration must be completed within seven (7) business days of notification of selection for contract award.**

Please ensure all requirements are satisfied to facilitate timely contract execution.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS

Sent: Wednesday, February 4, 2026 2:28 PM

To: Keith Blanks <keith@shiplrt.com>; OSSS <OSSS@dfa.ms.gov>

Cc: Devin Dean <devin@driveforlrt.com>; Bradley Sowa <bradley@driveforlrt.com>; Mick Miller <mick@shiplrt.com>; Ren Knight <ren@shiplrt.com>

Subject: RE: <EXTERNAL>: RE: ACTION REQUIRED: Emergency Standby Transportation Services IFB RFX #3160007732-LRT Solutions Inc-CONTRACT REVIEW/CONFIRMATION

Thank you for your confirmation. We will contact you if any additional information is needed.

Thank you,



April S. Burns

Deputy Director

Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C

Jackson, MS 39201

From: Keith Blanks <keith@shiplrt.com>

Sent: Wednesday, February 4, 2026 10:04 AM

To: OSSS <OSSS@dfa.ms.gov>

Cc: Devin Dean <devin@driveforlrt.com>; Bradley Sowa <bradley@driveforlrt.com>; Mick Miller <mick@shiplrt.com>; Ren Knight <ren@shiplrt.com>

Subject: RE: <EXTERNAL>: RE: ACTION REQUIRED: Emergency Standby Transportation Services IFB RFX #3160007732-LRT Solutions Inc-CONTRACT REVIEW/CONFIRMATION

Good morning,

Thank you for the opportunity. We appreciate the time and consideration given to us.

We are pleased to confirm that we agree to the terms of the contract and look forward to moving ahead. Please let us know the next steps or if any additional information is needed from our side.

Thank you again. We look forward to working together.

Be Blessed,



Keith Blanks
VP of Government Services
Office – 256-872-1952
Cell – 256-605-2720

keith@shiplrt.com

From: OSSS <OSSS@dfa.ms.gov>
Sent: Tuesday, February 3, 2026 1:57 PM
To: Keith Blanks <keith@shiplrt.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: RE: ACTION REQUIRED: Emergency Standby Transportation Services IFB RFx #3160007732-LRT Solutions Inc-CONTRACT REVIEW/CONFIRMATION
Importance: High

Good afternoon.

Based on bid results, LRT Solutions, Inc. has been identified as the apparent tertiary vendor among the three lowest responsive and responsible bidders. Attached is a **DRAFT** copy of the proposed contract for preliminary review. The Notice of Intent to Award (NOIA) will be issued separately.

This information is confidential and should not be shared or discussed outside of your organization until MEMA issues the official NOIA.

Please note that MEMA generally does not accept exceptions to the terms of the agreement. If you anticipate being unable to accept any term, please notify me as soon as possible. Any questions or proposed edits must be submitted in writing and are subject to MEMA approval. Unauthorized modifications to the agreement will render any executed contract null and void.

The final contract remains subject to review and approval by the Public Procurement Review Board (PPRB). In accordance with Rule 5.6.4, Approval of PPRB, **please do not sign or execute the draft contract.** The contract will be executed only after issuance of the NOIA and oral approval by the PPRB.

If the terms are not acceptable, MEMA reserves all rights in accordance with the solicitation and the PPRB Rules and Regulations, including contracting with other eligible vendor(s).

Please provide any questions or written confirmation of your agreement with the contract at your earliest convenience, but no later than **3:00 PM** on **Friday, February 6, 2026**. Requests for additional time must be submitted prior to this deadline.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Friday, January 9, 2026 4:41 PM
To: Keith Blanks <keith@shiplrt.com>; OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: RE: ACTION REQUIRED: Emergency Standby Transportation Services IFB RFx #3160007732-REQUEST FOR MISSING INFORMATION-LRT Solutions Inc

Good afternoon.

This email confirms receipt of the corrected items. I will reach out if anything further is needed.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Keith Blanks <keith@shiplrt.com>
Sent: Friday, January 9, 2026 11:45 AM
To: OSSS <OSSS@dfa.ms.gov>
Subject: <EXTERNAL>: RE: ACTION REQUIRED: Emergency Standby Transportation Services IFB RFx #3160007732-REQUEST FOR MISSING INFORMATION-LRT Solutions Inc

Please find the updated attached files with the corrected items addressing the “missing or incomplete components.”

Thank you, and please let me know if there is anything further I can do to assist with the process.

Be Blessed,



Keith Blanks
VP of Government Services
Office – 256-872-1952
Cell – 256-605-2720

keith@shiplrt.com

From: OSSS <OSSS@dfa.ms.gov>
Sent: Thursday, January 8, 2026 2:35 PM
To: Keith Blanks <keith@shiplrt.com>; OSSS <OSSS@dfa.ms.gov>
Subject: ACTION REQUIRED: Emergency Standby Transportation Services IFB RFx #3160007732-REQUEST FOR MISSING INFORMATION-LRT Solutions Inc
Importance: High

Good afternoon,

The Office of Statewide Strategic Sourcing (OSSS) is in receipt of your bid in response to the Mississippi Emergency Management Agency's IFB RFx# 3160007732 Emergency Standby Transportation Services. Upon review, the following required components were found to be missing or incomplete:

- Acknowledgement of Amendments
 - No acknowledgement was received for Amendment #1, posted on 12/9/25, or Amendment #2, posted on 12/16/25.
- Attachment B – Bid Form
 - Required signature missing on the bid form.
- Attachment A – Revised Contract Cost Analysis and Breakdown
 - An older version of the Contract Cost Analysis and Breakdown was submitted.
 - The revised version was provided in Amendment #1 and labeled **Attachment A – Revised Contract Cost Analysis and Breakdown**, which replaces the cost analysis and breakdown included in the original IFB.
- Other Transportation Equipment Costs-Optional
 - An Excel document was submitted without a signature or date.

Please correct the missing or incomplete information and submit the corrected documents as soon as possible, but no later than **Tuesday, January 20, 2026 at 3:00PM**. If you are unable to meet this deadline, please advise when you will be able to provide the missing components. **Failure to provide the required components by the due date may result in the bid being deemed non-responsive and/or non-responsible.**

You may access all documents, **including amendments**, for RFX# 3160007732 Emergency Standby Transportation Services at the link below:

[Procurement | Mississippi Emergency Management Agency \[msema.org\]](#)

Please advise if you experience any issues accessing the IFB or the accompanying amendments.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Keith Blanks <keith@shiplrt.com>

Sent: Thursday, December 18, 2025 11:14 AM

To: OSSS <OSSS@dfa.ms.gov>

Subject: <EXTERNAL>: IFB RFX number 3160007732 LRT Solutions Inc CAGE code 11S57 UEI # XQLCP2CCDVH4

Be Blessed,



Keith Blanks
VP of Government Services
Office – 256-872-1952
Cell – 256-605-2720

keith@shiplrt.com



RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026 – IFB #3160007732 Lipsey Trucking LLC-NOTICE OF INTENT TO AWARD (NOIA)

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 3:59 PM

To Michael Knaby <mknaby@lipseytrucking.com>; OSSS <OSSS@dfa.ms.gov>

📎 1 attachment (133 KB)

MEMA Rfx 3160007732 NOTICE OF INTENT TO AWARD.pdf;

Congratulations! Please see the attached Notice of Intent to Award (NOIA) for IFB Rfx #3160007732 – Emergency Standby Transportation Services. The complete procurement file for IFB Rfx #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

Contract negotiations have been completed and are subject to approval by the Public Procurement Review Board (PPRB). Upon oral approval by PPRB, MEMA will contact you regarding next steps for contract execution. In the event MEMA is unable to execute the contract, it reserves the right to proceed with the next lowest responsive and responsible bidder.

Pursuant to Section 12.2.4 of the IFB, **please submit your Certificate of Insurance (COI), including the required coverage, within ten (10) days of this NOIA.**

Additionally, pursuant to Section 11 – Registration with the Mississippi Secretary of State of the IFB, by submitting a bid, bidders certified that they are registered to do business in the State of Mississippi as required by Mississippi law and the Mississippi Secretary of State. **If not already registered, registration must be completed within seven (7) business days of notification of selection for contract award.**

Please ensure all requirements are satisfied to facilitate timely contract execution.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Michael Knaby <mknaby@lipseytrucking.com>

Sent: Friday, February 6, 2026 3:12 PM

To: OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026 – IFB #3160007732 Lipsey Trucking LLC-
CONTRACT REVIEW/CONFIRMATION

Good Afternoon!

Lipsey Trucking agrees to the terms.

Respectfully,
Michael

Michael Knaby | VP of Government Operations

Lipsey Trucking | PO box 8067 | Chattanooga, TN 37414 | Phone: 423-708-7167 | Mobile:
770-870-7920 | e-mail: mknaby@lipseytrucking.com



Disclaimer

This e-mail and its attachments may contain privileged or confidential information. Please consult Lipsey Trucking, LLC before sharing this e-mail with anyone else. If you are not the intended recipient of this e-mail, you may not use, copy, distribute, or forward this e-mail. If you received this e-mail by mistake, please notify Lipsey immediately and delete this message. Although Lipsey does not know of any viruses present in this e-mail, you are encouraged to scan it using antivirus software, Lipsey will not accept responsibility for any loss or damage arising from this e-mail. This e-mail neither constitutes an agreement to conduct transactions by electronic means nor creates any legally binding contract or enforceable obligation in the absence of a fully signed written contract. Lipsey takes no responsibility for any unauthorized reliance on the contents of this e-mail.

From: OSSS <OSSS@dfa.ms.gov>

Sent: Tuesday, February 3, 2026 2:57 PM

To: Michael Knaby <mknaby@lipseytrucking.com>

Cc: OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026 – IFB #3160007732 Lipsey Trucking LLC-
CONTRACT REVIEW/CONFIRMATION

Importance: High

CAUTION: This email originated from outside our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon.

Based on bid results, Lipsey Trucking, LLC has been identified as the apparent secondary vendor among the three lowest responsive and responsible bidders. Attached is a **DRAFT** copy of the proposed contract for preliminary review. The Notice of Intent to Award (NOIA) will be issued separately.

This information is confidential and should not be shared or discussed outside of your organization until MEMA issues the official NOIA.

Please note that MEMA generally does not accept exceptions to the terms of the agreement. If you anticipate being unable to accept any term, please notify me as soon as possible. Any questions or proposed edits must be submitted in writing and are subject to MEMA approval. Unauthorized modifications to the agreement will render any executed contract null and void.

The final contract remains subject to review and approval by the Public Procurement Review Board (PPRB). In accordance with Rule 5.6.4, Approval of PPRB, **please do not sign or execute the draft contract.** The contract will be executed only after issuance of the NOIA and oral approval by the PPRB.

If the terms are not acceptable, MEMA reserves all rights in accordance with the solicitation and the PPRB Rules and Regulations, including contracting with other eligible vendor(s).

Please provide any questions or written confirmation of your agreement with the contract at your earliest convenience, but no later than **3:00 PM on Friday, February 6, 2026**. Requests for additional time must be submitted prior to this deadline.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Michael Knaby <mknaby@lipseytrucking.com>

Sent: Tuesday, January 20, 2026 10:53 AM

To: OSSS <OSSS@dfa.ms.gov>

Subject: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026 – IFB #3160007732 Lipsey Trucking LLC

Good Afternoon,

We appreciate you giving us the opportunity to resubmit our proposal.

Should you need any further details or clarification, please do not hesitate to reach out. If you have any questions about the additional Logistical services, please call me anytime @ 770-870-7920.

Respectfully,

Michael

Michael Knaby | VP of Government Operations

Lipsey Trucking | PO box 8067 | Chattanooga, TN 37414 | Phone: 423-708-7167 | Mobile: 770-870-7920 | e-mail: mknaby@lipsestrucking.com



Disclaimer

This e-mail and its attachments may contain privileged or confidential information. Please consult Lipsey Trucking, LLC before sharing this e-mail with anyone else. If you are not the intended recipient of this e-mail, you may not use, copy, distribute, or forward this e-mail. If you received this e-mail by mistake, please notify Lipsey immediately and delete this message. Although Lipsey does not know of any viruses present in this e-mail, you are encouraged to scan it using antivirus software, Lipsey will not accept responsibility for any loss or damage arising from this e-mail. This e-mail neither constitutes an agreement to conduct transactions by electronic means nor creates any legally binding contract or enforceable obligation in the absence of a fully signed written contract. Lipsey takes no responsibility for any unauthorized reliance on the contents of this e-mail.

RE: <EXTERNAL>: RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger-NOTICE OF INTENT TO AWARD (NOIA)

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 3:59 PM

To OSSS <OSSS@dfa.ms.gov>; Elliott, Matthew <melliott@landstar.com>

 1 attachment (133 KB)

MEMA RFx 3160007732 NOTICE OF INTENT TO AWARD.pdf;

Congratulations! Please see the attached Notice of Intent to Award (NOIA) for IFB RFx #3160007732 – Emergency Standby Transportation Services. The complete procurement file for IFB RFx #3160007732 is available on MEMA’s website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

Contract negotiations have been completed and are subject to approval by the Public Procurement Review Board (PPRB). Upon oral approval by PPRB, MEMA will contact you regarding next steps for contract execution. In the event MEMA is unable to execute the contract, it reserves the right to proceed with the next lowest responsive and responsible bidder.

Pursuant to Section 12.2.4 of the IFB, **please submit your Certificate of Insurance (COI), including the required coverage, within ten (10) days of this NOIA.**

Additionally, pursuant to Section 11 – Registration with the Mississippi Secretary of State of the IFB, by submitting a bid, bidders certified that they are registered to do business in the State of Mississippi as required by Mississippi law and the Mississippi Secretary of State. **If not already registered, registration must be completed within seven (7) business days of notification of selection for contract award.**

Please ensure all requirements are satisfied to facilitate timely contract execution.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>

Sent: Wednesday, February 11, 2026 2:46 PM

To: Elliott, Matthew <melliott@landstar.com>; OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger-CONTRACT REVIEW/CONFIRMATION

Acknowledging receipt.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Elliott, Matthew <melliott@landstar.com>

Sent: Monday, February 9, 2026 9:12 AM

To: OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger-CONTRACT REVIEW/CONFIRMATION

Good Morning April,

When you have a moment, could you please acknowledge receipt of below and that we are all good to go with the agreement until the next approval stage, as discussed Friday?



Matthew Elliott
Director, Strategic Government Account Ops, Government Services
Landstar Transportation Logistics, Inc.
E: melliott@landstar.com | **P:** 904.390.1152
13410 Sutton Park Drive South, Jacksonville, FL 32224
www.landstar.com

From: Elliott, Matthew <melliott@landstar.com>

Sent: Friday, February 6, 2026 4:20 PM

To: OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger-CONTRACT REVIEW/CONFIRMATION

April,

A pleasure speaking to you on the phone, and my apologies for not responding with acceptance.

Please consider this email is an official acceptance and agreement of the contract terms and conditions.

Please let me know if you need anything else from Landstar.

Thank you,



Matthew Elliott

Director, Strategic Government Account Ops, Government Services
Landstar Transportation Logistics, Inc.

E: melliott@landstar.com | P: 904.390.1152

13410 Sutton Park Drive South, Jacksonville, FL 32224

www.landstar.com

From: OSSS <OSSS@dfa.ms.gov>

Sent: Tuesday, February 3, 2026 2:57 PM

To: Elliott, Matthew <melliott@landstar.com>

Cc: OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger-
CONTRACT REVIEW/CONFIRMATION

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon.

Based on bid results, Landstar Ranger has been identified as the apparent primary vendor among the three lowest responsive and responsible bidders. Attached is a **DRAFT** copy of the proposed contract for preliminary review. The Notice of Intent to Award (NOIA) will be issued separately.

This information is confidential and should not be shared or discussed outside of your organization until MEMA issues the official NOIA.

Please note that MEMA generally does not accept exceptions to the terms of the agreement. If you anticipate being unable to accept any term, please notify me as soon as possible. Any questions or proposed edits must be submitted in writing and are subject to MEMA approval. Unauthorized modifications to the agreement will render any executed contract null and void.

The final contract remains subject to review and approval by the Public Procurement Review Board (PPRB). In accordance with Rule 5.6.4, Approval of PPRB, **please do not sign or execute the draft contract**. The contract will be executed only after issuance of the NOIA and oral approval by the PPRB.

If the terms are not acceptable, MEMA reserves all rights in accordance with the solicitation and the PPRB Rules and Regulations, including contracting with other eligible vendor(s).

Please provide any questions or written confirmation of your agreement with the contract at your earliest convenience, but no later than **3:00 PM** on **Friday, February 6, 2026**. Requests for additional time must be submitted prior to this deadline.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, January 27, 2026 12:22 PM
To: Elliott, Matthew <melliott@landstar.com>; OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger

Good afternoon.

No, an award has not been made yet for this IFB. Once an award is made, all bidders will be notified via email.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Elliott, Matthew <melliott@landstar.com>
Sent: Tuesday, January 27, 2026 8:20 AM
To: OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger

Good morning,

Was an award made for this contract?



Matthew Elliott
Director, Strategic Government Account Ops, Government Services
Landstar Transportation Logistics, Inc.
E: melliott@landstar.com | P: 904.390.1152
13410 Sutton Park Drive South, Jacksonville, FL 32224
www.landstar.com

From: OSSS <OSSS@dfa.ms.gov>

Sent: Tuesday, January 13, 2026 4:06 PM

To: Elliott, Matthew <melliott@landstar.com>; OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>; RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Office of Statewide Strategic Sourcing (OSSS) acknowledges receipt of your emailed bid submitted on January 6, 2026, at 9:01 a.m. and signed amendment acknowledgements on January 6, 2026, at 9:30 a.m.

Should any additional information be required, we will reach out via email.

Thank you,



April S. Burns

Deputy Director

Office of Statewide Strategic Sourcing (OSSS)

601-359-5198

april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Elliott, Matthew <melliott@landstar.com>

Sent: Tuesday, January 13, 2026 2:53 PM

To: OSSS <OSSS@dfa.ms.gov>

Subject: <EXTERNAL>; RE: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger

Can you please advise if the below and attached documents were received? We requested receipt, just want to make sure all documentation was received on time.



Matthew Elliott

Director, Strategic Government Account Ops, Government Services

Landstar Transportation Logistics, Inc.

E: melliott@landstar.com | **P:** 904.390.1152

13410 Sutton Park Drive South, Jacksonville, FL 32224

www.landstar.com

From: Elliott, Matthew

Sent: Tuesday, January 6, 2026 10:01 AM

To: OSSS@dfa.ms.gov

Cc: Ward, Charlie <cward@landstar.com>

Subject: SEALED BID - 1:00PM CST, January 6, 2026 - IFB #3160007732 - Landstar Ranger

Good morning,

Please find attached the bid submission from Landstar Ranger for IFB RFx Number 3160007732. At your earliest convenience, please advise receipt that this submission was received and accepted in accordance with the guidelines set forth in the proposal.

If you have any additional questions or concerns, please let me know.

Thank you,



Matthew Elliott

Director, Strategic Government Account Ops, Government Services
Landstar Transportation Logistics, Inc.

E: melliott@landstar.com | P: 904.390.1152

13410 Sutton Park Drive South, Jacksonville, FL 32224

www.landstar.com

Emergency Standby Transportation Services IFB RFX# 3160007732-NOTICE OF INTENT TO AWARD

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 4:03 PM

To OSSS <OSSS@dfa.ms.gov>; Gina Diaz <GDiaz@garner-es.com>; Danny Maldonado <dmaldonado@garner-es.com>

 1 attachment (133 KB)

MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS

Sent: Thursday, February 5, 2026 2:48 PM

To: 'Gina Diaz' <GDiaz@garner-es.com>; Danny Maldonado <dmaldonado@garner-es.com>

Cc: OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: Re: RFX# 3160007732 – Garner Complete Revised Bid Package (All Corrections)

OSSS acknowledges receipt of your submission.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Gina Diaz <GDiaz@garner-es.com>
Sent: Thursday, February 5, 2026 9:33 AM
To: OSSS <OSSS@dfa.ms.gov>; Danny Maldonado <dmaldonado@garner-es.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: <EXTERNAL>: Re: RFX# 3160007732 – Garner Complete Revised Bid Package (All Corrections)

Good morning April,

Thank you for the review and opportunity to correct.
Attached is our complete corrected bid package containing:

- Complete Bid Package w/ Form B Completed
3160007732_Revised_Complete_BidPackage_Feb5_2026.pdf
- Amendment #1 w/ Filled Revised Cost Analysis & Breakdown
- Signed Amendment #2 Acknowledgment
- Signed/Dated Optional Transportation Equipment Costs

Please confirm receipt.

Best regards,

Gina Diaz
Proposal Manager

952 Echo Lane | Suite 400 | Houston, TX 77024
O: 281.930.1200 | C: 832.418.4430 | F: 281.478.0296 | E: gdiaz@garner-es.com
24/7 Emergency Response: 800.424.1716

[\[garner-es.com\]](http://garner-es.com)

From: OSSS <OSSS@dfa.ms.gov>
Date: Tuesday, February 3, 2026 at 11:37 AM
To: Gina Diaz <GDiaz@garner-es.com>, Danny Maldonado <dmaldonado@garner-es.com>
Cc: OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: SEALED BID 1:00 PM CST, January 6, 2026 IFB 3160007732-REQUEST FOR MISSING INFORMATION-GARNER ENVIRONMENTAL SERVICES

Good morning,

The Office of Statewide Strategic Sourcing (OSSS) is in receipt of your bid in response to the Mississippi Emergency Management Agency's IFB RFX# 3160007732 Emergency Standby Transportation Services. Upon review, the following required components were found to be missing or incomplete:

- Acknowledgement of Amendments
 - No acknowledgement was received for Amendment #2 (posted 12/16/25).
- Attachment A – Revised Contract Cost Analysis and Breakdown
 - An older version of the Contract Cost Analysis and Breakdown was submitted.
 - The revised version was provided in Amendment #1 and labeled **Attachment A – Revised Contract Cost Analysis and Breakdown**, which replaces the cost analysis and breakdown included in the original IFB.
- Other Transportation Equipment Costs – Optional
 - Did not include an attachment with optional transportation costs.
 - Attachment should be signed and dated.

Please correct the missing or incomplete information and submit the corrected documents as soon as possible, but no later than **COB on Thursday, February 5, 2026**. If you are unable to meet this deadline, please advise when you will be able to provide the missing components. **Failure to provide the required components by the due date may result in the bid being deemed non-responsive and/or non-responsible.**

You may access all documents, **including amendments**, for RFX# 3160007732 Emergency Standby Transportation Services at the link below:

[Procurement | Mississippi Emergency Management Agency \[msema.org\]](#)

Please advise if you experience any issues accessing the IFB or the accompanying amendments.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Gina Diaz <GDiaz@garner-es.com>
Sent: Tuesday, January 6, 2026 12:55 PM
To: OSSS <OSSS@dfa.ms.gov>; Danny Maldonado <dmaldonado@garner-es.com>
Subject: <EXTERNAL>: SEALED BID 1:00 PM CST, January 6, 2026 IFB 3160007732

Good afternoon,
We are pleased to submit our response to the IFB for transportation. Thank you for the opportunity and we look forward to the opportunity to support MEMA with your emergency transportation needs.

Best regards,

Gina Diaz
Proposal Manager

952 Echo Lane | Suite 400 | Houston, TX 77024

O: 281.930.1200 | C: 832.418.4430 | F: 281.478.0296 | E: gdi@garner-es.com

24/7 Emergency Response: 800.424.1716

[\[garner-es.com\]](http://garner-es.com)

Emergency Standby Transportation Services IFB RFX# 3160007732-NOTICE OF INTENT TO AWARD

From OSSS <OSSS@dfa.ms.gov>
Date Thu 2/19/2026 4:03 PM
To R Christmas <rchristmas@elitewrecker.com>; OSSS <OSSS@dfa.ms.gov>
Cc Adrien Benoit <adrien@elitewrecker.com>

 1 attachment (133 KB)

MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: R Christmas <rchristmas@elitewrecker.com>
Sent: Tuesday, January 6, 2026 10:25 AM
To: OSSS <OSSS@dfa.ms.gov>
Cc: Adrien Benoit <adrien@elitewrecker.com>
Subject: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 – Elite Service Recovery & Towing

Thank you for the opportunity to support Mississippi. Elite Service Recovery & Towing looks forward to working with the Mississippi Emergency Management Agency in preparing to respond to events and stands ready to support Mississippi in the event that a response is required.

Attachments:

Bid Form: Mississippi Emergency Standby Transportation Services IFB RFX Number:
3160007732

Attachment - Amendment 1 Transportation QA Acknowledgement

Attachment - Amendment 2 Transportation QA Acknowledgement

Thanks,

Emergency Standby Transportation Services IFB RFX# 3160007732-NOTICE OF INTENT TO AWARD

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 4:03 PM

To Mathews, Kevin <Kevin.Mathews@estes-express.com>; OSSS <OSSS@dfa.ms.gov>

Cc Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>

 1 attachment (133 KB)

MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Mathews, Kevin <Kevin.Mathews@estes-express.com>

Sent: Tuesday, February 3, 2026 11:27 AM

To: OSSS <OSSS@dfa.ms.gov>

Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>

Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES- REQUEST FOR MISSING INFORMATION

April,

Please find attached just those pages from the Bid Response with a Signature and Date on bottom of each page.

Kevin Mathews
Manager – Pricing, Audits & Yield Management - Strategic Accounts
(O) 804-467-4055
(M) 804-467-4055
Kevin.Mathews@Estes-Express.Com



The driving force in the future of freight™



From: OSSS <OSSS@dfa.ms.gov>
Sent: Tuesday, February 3, 2026 12:26 PM
To: Mathews, Kevin <Kevin.Mathews@estes-express.com>; OSSS <OSSS@dfa.ms.gov>
Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>
Subject: [EXTERNAL] - RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES-REQUEST FOR MISSING INFORMATION

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)

Correct, the optional services attachment requires a signature (electronic/wet signature) and date.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Mathews, Kevin <Kevin.Mathews@estes-express.com>
Sent: Tuesday, February 3, 2026 10:40 AM
To: OSSS <OSSS@dfa.ms.gov>
Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>
Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES-REQUEST FOR MISSING INFORMATION

April,
Do I just need to date & sign the pages somewhere on it?

Kevin Mathews
Manager – Pricing, Audits & Yield Management - Strategic Accounts
(O) 804-467-4055
(M) 804-467-4055
Kevin.Mathews@Estes-Express.Com



The driving force in the future of freight™



From: OSSS <OSSS@dfa.ms.gov>
Sent: Tuesday, February 3, 2026 11:36 AM
To: Mathews, Kevin <Kevin.Mathews@estes-express.com>
Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>; OSSS <OSSS@dfa.ms.gov>
Subject: [EXTERNAL] - RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES-REQUEST FOR MISSING INFORMATION
Importance: High

Good morning,

The Office of Statewide Strategic Sourcing (OSSS) is in receipt of your bid in response to the Mississippi Emergency Management Agency's IFB RFX# 3160007732 Emergency Standby Transportation Services. Upon review, the following required components were found to be missing or incomplete:

- Other Transportation Equipment Costs-Optional
 - Submitted with bid package but without a signature or date.

Please correct the missing or incomplete information and submit the corrected documents as soon as possible, but no later than **COB** on **Thursday, February 5, 2026**. If you are unable to meet this deadline, please advise when you will be able to provide the missing components. **Failure to provide the required components by the due date may result in the bid being deemed non-responsive and/or non-responsible.**

You may access all documents, **including amendments**, for RFX# 3160007732 Emergency Standby Transportation Services at the link below:

[Procurement | Mississippi Emergency Management Agency \[msema.org\]](https://msema.org)

Please advise if you experience any issues accessing the IFB or the accompanying amendments.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS

Sent: Wednesday, January 14, 2026 2:50 PM

To: Mathews, Kevin <Kevin.Mathews@estes-express.com>; OSSS <OSSS@dfa.ms.gov>

Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>

Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES- REDACTED PRICING

Thank you for your response. We acknowledge receipt of your revisions and will proceed accordingly.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Mathews, Kevin <Kevin.Mathews@estes-express.com>

Sent: Wednesday, January 14, 2026 1:54 PM

To: OSSS <OSSS@dfa.ms.gov>

Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>

Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES- REDACTED PRICING

April,

Ok, I understand now. Sorry, I didn't realize the pages from the original document were numbered and I was looking at Page 22 of the PDF and scratching my head...

Attached are just those unredacted pages.

Kevin Mathews

Manager – Pricing, Audits & Yield Management - Strategic Accounts

(O) 804-467-4055

(M) 804-467-4055

Kevin.Mathews@Estes-Express.Com



The driving force in the future of freight™



From: OSSS <OSSS@dfa.ms.gov>

Sent: Wednesday, January 14, 2026 2:44 PM

To: Mathews, Kevin <Kevin.Mathews@estes-express.com>; OSSS <OSSS@dfa.ms.gov>

Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>

Subject: [EXTERNAL] - RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES-REDACTED PRICING

Good afternoon, Kevin.

To further clarify, within *Amendment #1, Attachment A – Revised Contract Cost Analysis and Breakdown*, **only the first box at the top of the page is evaluated**—specifically, the **Total Cost per Prime Mover Truck**.

This amount should correspond to the price included on *Attachment B, Bid Form* (numbered page 22). Accordingly, the **Total Cost per Prime Mover Truck** must be unredacted on both **numbered page 22** and **Amendment #1, Attachment A – Revised Contract Cost Analysis and Breakdown** for inclusion in the public procurement file and the Notice of Intent to Award.

Please submit corrected, unredacted pages reflecting the evaluated pricing only. If you have any questions, please let me know.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Mathews, Kevin <Kevin.Mathews@estes-express.com>

Sent: Wednesday, January 14, 2026 12:40 PM

To: OSSS <OSSS@dfa.ms.gov>

Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>

Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES-REDACTED PRICING

April,

Please find attached the updated Redacted Version.

I have unredacted the following:

1. Page 7 – The Original Attachment A
2. Pages 35-36 – Estes Other Services and Pricing
3. Pages 41-42 – Amendment 1 Updated Attachment A

If it's allowable, we would request that in the event we are awarded a contract, could the Notice of Intent only include the Amendment 1 Updated Attachment A? My reasoning is that the Extra Services, and associated pricing, are not part of the criteria for judging lowest responsive and responsible bidder and fall outside the scope of requested services within the RFP. However, based on our experience, these are services that are often needed and requested during a disaster event and we felt that they should be included in our offering to Mississippi.

Thanks!

Kevin Mathews
Manager – Pricing, Audits & Yield Management - Strategic Accounts
(O) 804-467-4055
(M) 804-467-4055
Kevin.Mathews@Estes-Express.Com



The driving force in the future of freight™



From: OSSS <OSSS@dfa.ms.gov>

Sent: Wednesday, January 14, 2026 12:35 PM

To: Mathews, Kevin <Kevin.Mathews@estes-express.com>; OSSS <OSSS@dfa.ms.gov>

Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>

Subject: [EXTERNAL] - RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES-REDACTED PRICING

Importance: High

Please acknowledge receipt.

Good morning.

Your submission for the Emergency Standby Transportation IFB RFx #3160007732, which includes a redacted copy, is currently under review. We noted that **Attachment B – Bid Form** (numbered page 22) and the top portion of **Amendment #1, Attachment A – Revised Contract Cost Analysis and Breakdown** (numbered page 25) contain redacted pricing information.

In accordance with *Mississippi Code Annotated § 25-61-9(7)*, pricing information—including the type of service, price, and contract term—may not be claimed as confidential and is not eligible for redaction. Additionally, *Rule 5.6.1, Notice of Intent to Award*, requires the Agency to list all bidders in order of overall price and to specify each bidder's overall bid price and/or attach a copy of each bidder's bid form in the Notice of Intent to Award. Accordingly, evaluated pricing will be included in the Notice of Intent to Award and maintained in the public procurement file.

Please submit any corrected redactions by **3:00PM on Tuesday, January 20, 2026**. If a corrected version is not received, the Agency will transpose the unredacted page(s) into the public procurement file.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Mathews, Kevin <Kevin.Mathews@estes-express.com>

Sent: Monday, January 5, 2026 8:07 PM

To: OSSS <OSSS@dfa.ms.gov>

Cc: Hurley, John <John.Hurley@estes-express.com>; Brawley, Wray <Wray.Brawley@estes-express.com>; Lloyd, Graham <Graham.Lloyd@estes-express.com>

Subject: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 - ESTES EXPRESS LINES

MEMA,

Please find attached the Unredacted and Redacted versions of our Bid Files.

Thank you for the opportunity to serve the State of Mississippi.

Kevin Mathews

Manager – Pricing, Audits & Yield Management - Strategic Accounts

(O) 804-467-4055

(M) 804-467-4055

Kevin.Mathews@Estes-Express.Com



The driving force in the future of freight™



This communication and any transmitted documents are intended to be confidential. If there is a problem with this transmission, please contact the sender. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

Emergency Standby Transportation Services IFB RFX# 3160007732-NOTICE OF INTENT TO AWARD

From OSSS <OSSS@dfa.ms.gov>
Date Thu 2/19/2026 4:03 PM
To OSSS <OSSS@dfa.ms.gov>; Chris Wood <cwood@totalms.com>
Cc Coty Saranthus <csaranthus@totalms.com>

 1 attachment (133 KB)
MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Thursday, February 5, 2026 4:04 PM
To: 'Chris Wood' <cwood@totalms.com>; OSSS <OSSS@dfa.ms.gov>
Cc: Coty Saranthus <csaranthus@totalms.com>
Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 –Total Transportation of MS, LLC-REQUEST FOR MISSING INFORMATION

OSSS acknowledges receipt of your submission.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Chris Wood <cwood@totalms.com>
Sent: Thursday, February 5, 2026 1:45 PM
To: OSSS <OSSS@dfa.ms.gov>
Cc: Coty Saranthus <csaranthus@totalms.com>
Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 –Total Transportation of MS, LLC-REQUEST FOR MISSING INFORMATION

OSSS team,

We apologize for the error in our initial submission, and we appreciate you all providing us with the opportunity to correct the omission. The attached file includes the completed acknowledgement of receipt of Amendment #1 as well as Attachment A - Revised Contract Cost Analysis and Breakdown.

Thank you,

Chris

Chris Wood | Total Transportation of MS LLC
Manager, Enterprise Sales
125 Riverview Drive | Richland, MS 39218
Office: 601.936.2104
Cell: 601.497.7242

From: OSSS <OSSS@dfa.ms.gov>
Sent: Tuesday, February 3, 2026 11:35 AM
To: Chris Wood <cwood@totalms.com>
Cc: Coty Saranthus <csaranthus@totalms.com>; OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 –Total Transportation of MS, LLC-REQUEST FOR MISSING INFORMATION
Importance: High

Good morning,

The Office of Statewide Strategic Sourcing (OSSS) is in receipt of your bid in response to the Mississippi Emergency Management Agency's IFB RFX# 3160007732 Emergency Standby Transportation Services. Upon review, the following required components were found to be missing or incomplete:

- Acknowledgement of Amendments
 - No acknowledgement was received for Amendment #1 (posted 12/9/25).
- Attachment A – Revised Contract Cost Analysis and Breakdown
 - An older version of the Contract Cost Analysis and Breakdown was submitted.

- The revised version was provided in Amendment #1 and labeled **Attachment A - Revised Contract Cost Analysis and Breakdown**, which replaces the cost analysis and breakdown included in the original IFB.

Please correct the missing or incomplete information and submit the corrected documents as soon as possible, but no later than **COB** on **Thursday, February 5, 2026**. If you are unable to meet this deadline, please advise when you will be able to provide the missing components. **Failure to provide the required components by the due date may result in the bid being deemed non-responsive and/or non-responsible.**

You may access all documents, **including amendments**, for RFX# 3160007732 Emergency Standby Transportation Services at the link below:

[Procurement | Mississippi Emergency Management Agency](#)

Please advise if you experience any issues accessing the IFB or the accompanying amendments.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Chris Wood <cwood@totalms.com>

Sent: Tuesday, January 6, 2026 12:53 PM

To: OSSS <OSSS@dfa.ms.gov>

Cc: Coty Saranthus <csaranthus@totalms.com>

Subject: <EXTERNAL>: SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 –Total Transportation of MS, LLC

Chris Wood | Total Transportation of MS LLC
Manager, Enterprise Sales
125 Riverview Drive | Richland, MS 39218
Office: 601.936.2104
Cell: 601.497.7242

Emergency Standby Transportation Services IFB RFX# 3160007732-NOTICE OF INTENT TO AWARD

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 4:03 PM

To OSSS <OSSS@dfa.ms.gov>; Doreen Lamoreux <dlamoreux@sisco.com>

 1 attachment (133 KB)

MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS

Sent: Wednesday, February 4, 2026 3:48 PM

To: Doreen Lamoreux <dlamoreux@sisco.com>; OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: SEALED BID - January 6, 2026, 2:00 PM CST, IFB #3160007732 - SISCO LTD.-REQUEST FOR MISSING INFORMATION

OSSS acknowledges receipt of your submission.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Doreen Lamoreux <dlamoreux@slsco.com>
Sent: Wednesday, February 4, 2026 10:52 AM
To: OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: SEALED BID - January 6, 2026, 2:00 PM CST, IFB #3160007732 - SLSCO LTD.-REQUEST FOR MISSING INFORMATION
Importance: High

Good morning, Ms. Burns,

Thank you for your message and for the opportunity to correct our submission. Attached please find the following documents in response to your review:

- Signed acknowledgements for **Amendment #1** and **Amendment #2**
- **Attachment A – Revised Contract Cost Analysis and Breakdown**, as provided in Amendment #1

We appreciate your bringing these items to our attention. Please let us know if you have any additional questions or if any further information is needed.

Kind regards,



Doreen Lamoreux
Senior Proposal Coordinator | **SLSCO**
A: Post Office Box 17017 | Galveston, TX 77552
P: 713.880.8411 C: 443.949.6896
E: dlamoreux@slsco.com W: www.slsco.com
[\[slsco.com\]](http://slsco.com)

From: OSSS <OSSS@dfa.ms.gov>
Sent: Tuesday, February 3, 2026 10:37 AM
To: Doreen Lamoreux <dlamoreux@slsco.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: SEALED BID - January 6, 2026, 2:00 PM CST, IFB #3160007732 - SLSCO LTD.-REQUEST FOR MISSING INFORMATION
Importance: High

Good morning,

The Office of Statewide Strategic Sourcing (OSSS) is in receipt of your bid in response to the Mississippi Emergency Management Agency's IFB RFx# 3160007732 Emergency Standby Transportation Services. Upon review, the following required components were found to be missing or incomplete:

- Acknowledgement of Amendments
 - No acknowledgement was received for Amendment #1 (posted 12/9/25) or Amendment #2 (posted 12/16/25).
- Attachment A – Revised Contract Cost Analysis and Breakdown

- An older version of the Contract Cost Analysis and Breakdown was submitted.
 - The revised version was provided in Amendment #1 and labeled **Attachment A – Revised Contract Cost Analysis and Breakdown**, which replaces the cost analysis and breakdown included in the original IFB.

Please correct the missing or incomplete information and submit the corrected documents as soon as possible, but no later than **COB on Thursday, February 5, 2026**. If you are unable to meet this deadline, please advise when you will be able to provide the missing components. **Failure to provide the required components by the due date may result in the bid being deemed non-responsive and/or non-responsible.**

You may access all documents, **including amendments**, for RFX# 3160007732 Emergency Standby Transportation Services at the link below:

[Procurement | Mississippi Emergency Management Agency \[msema.org\]](#)

Please advise if you experience any issues accessing the IFB or the accompanying amendments.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Doreen Lamoreux <dlamoreux@slsco.com>

Sent: Tuesday, January 6, 2026 8:19 AM

To: OSSS <OSSS@dfa.ms.gov>

Subject: <EXTERNAL>: SEALED BID - January 6, 2026, 2:00 PM CST, IFB #3160007732 - SLSCO LTD.

Dear Ms. Burns,

On behalf of SLSCO LTD. (SLS), I am pleased to confirm that our bid submission complies with all requirements outlined in Section 8.2 of the solicitation. We appreciate the opportunity to be considered for this important initiative and look forward to supporting MEMA's emergency standby transportation operations with proven, scalable logistics and disaster support services.

Please confirm receipt of this submission at your convenience. Should you have any questions or require additional information, I am available at any time to assist.

Thank you for your consideration.



Doreen Lamoreux
Senior Proposal Coordinator | **SLSCO**

A: Post Office Box 17017 | Galveston, TX 77552

P: 713.880.8411 **C:** 443.949.6896

E: dlamoreux@slsco.com **W:** www.slsco.com

slsco.com

Emergency Standby Transportation Services IFB RFX# 3160007732-NOTICE OF INTENT TO AWARD

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 4:03 PM

To OSSS <OSSS@dfa.ms.gov>; Cole Peterson <CPeterson@lts.com>

 1 attachment (133 KB)

MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>

Sent: Friday, January 16, 2026 11:50 AM

To: Cole Peterson <CPeterson@lts.com>; OSSS <OSSS@dfa.ms.gov>

Subject: RE: <EXTERNAL>: IFB 3160007732 - Anticipated Notice of Intent to Award Timeline

Good morning, Mr. Peterson.

The solicitation lists January 16 as an anticipated Notice of Intent to Award date. At this time, MEMA does not expect to post the NOIA by that date. The evaluation process is ongoing, and all bidders will be notified via email once the NOIA is issued.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Cole Peterson <CPeterson@lts.com>
Sent: Friday, January 16, 2026 11:46 AM
To: OSSS <OSSS@dfa.ms.gov>
Subject: <EXTERNAL>: IFB 3160007732 - Anticipated Notice of Intent to Award Timeline

Good morning, Ms. Burns,

I hope you are doing well. I wanted to check in regarding IFB RFX #3160007732 (Emergency Standby Transportation Services).

The solicitation indicates an anticipated Notice of Intent to Award date of January 16. I just wanted to confirm whether MEMA is still tracking to that timeline or if there have been any updates to the schedule.

Thank you for your time and assistance.

Cole Peterson
Operations Manager | LTS Disaster Response
941-518-1358



NOTICE: This transmittal is a confidential communication or may otherwise be privileged or confidential. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error and that review, dissemination, distribution or copying of this transmittal, including attachments, is strictly prohibited. If you have received this communication in error, please notify me immediately by reply or by telephone per my signature line, and immediately delete this message and all its attachments, if any.

**RE: <EXTERNAL>: RE: IFB RFX Number 3160007732 – Emergency Standby Transportation Services-
Mariner Logistics LLC-NOTICE OF REJECTION OF BID**

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 4:06 PM

To OSSS <OSSS@dfa.ms.gov>; Blanks Baldwin <blanks@gulfrelay.com>

 1 attachment (133 KB)

MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS

Sent: Thursday, February 19, 2026 3:22 PM

To: OSSS <OSSS@dfa.ms.gov>; 'Blanks Baldwin' <blanks@gulfrelay.com>

Subject: RE: <EXTERNAL>: RE: IFB RFX Number 3160007732 – Emergency Standby Transportation Services-
Mariner Logistics LLC-NOTICE OF REJECTION OF BID

Please find attached the Mississippi Emergency Management Agency's Notice of Rejection of Bid.

Thank you for your interest in doing business with MEMA and the State of Mississippi.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Monday, February 9, 2026 2:46 PM
To: Blanks Baldwin <blanks@gulfrelay.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: RE: IFB RFX Number 3160007732 – Emergency Standby Transportation Services

Thank you for your inquiry.

An award has not yet been made. The procurement process is ongoing, and all bidders will be notified via email through issuance of the Notice of Intent to Award once an award is made

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Blanks Baldwin <blanks@gulfrelay.com>
Sent: Monday, February 9, 2026 8:13 AM
To: OSSS <OSSS@dfa.ms.gov>
Subject: <EXTERNAL>: RE: IFB RFX Number 3160007732 – Emergency Standby Transportation Services

Good morning,

I hope you had a great weekend! Do you know if an announcement has been made on an award for this RFP? Thanks.

Blanks Baldwin | President



Gulf Relay LLC
1021 Clinton Industrial Park Rd. Clinton, MS 39056
C: 601-213-7645

From: Blanks Baldwin

Sent: Tuesday, January 6, 2026 10:07 AM

To: osss@dfa.ms.gov

Subject: IFB RFX Number 3160007732 – Emergency Standby Transportation Services

Good morning,

Thank you for the opportunity to participate in IFB RFX Number: 3160007732 – Emergency Standby Transportation Services.

On behalf of Mariner Logistics, we appreciate the time and effort invested by MEMA and its members in issuing this solicitation and reviewing vendor responses. We value the opportunity to be considered and to demonstrate our capabilities supporting emergency standby, rapid response, and mission-critical transportation services.

Should there be any questions, clarifications, or additional information required as part of the evaluation process, please do not hesitate to contact me. We look forward to the outcome and the potential opportunity to support MEMA member agencies.

Thank you again for your time and consideration.

Blanks Baldwin | President



Gulf Relay LLC

1021 Clinton Industrial Park Rd. Clinton, MS 39056

C: 601-213-7645

Emergency Standby Transportation Services IFB RFX# 3160007732-NOTICE OF INTENT TO AWARD

From OSSS <OSSS@dfa.ms.gov>
Date Thu 2/19/2026 4:49 PM
To OSSS <OSSS@dfa.ms.gov>; Colman Smith <colman@gothams.com>

 1 attachment (133 KB)
MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Thursday, February 19, 2026 3:22 PM
To: 'Colman Smith' <colman@gothams.com>; OSSS <OSSS@dfa.ms.gov>
Subject: RE: [External] <EXTERNAL>: Re: SEALED BID - 1:00 PM CST, January 6, 2026 - IFB #3160007732 - Gothams LLC-NOTICE OF REJECTION OF BID

Please find attached the Mississippi Emergency Management Agency's (MEMA) Notice of Rejection of Bid.

Thank you for your interest in doing business with MEMA and the State of Mississippi.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Colman Smith <colman@gothams.com>

Sent: Friday, February 13, 2026 11:51 AM

To: OSSS <OSSS@dfa.ms.gov>

Subject: Re: [External] <EXTERNAL>: Re: SEALED BID - 1:00 PM CST, January 6, 2026 - IFB #3160007732 - Gothams LLC- REDACTED PRICING

Following up on this as we are still yet to receive an award notice. Has an award been made? If it has not been awarded, do you have a new anticipated award date?

Thanks!

Colman Smith
(760) 889-8579
[Gothams \[gothams.com\]](http://Gothams.com)

On Wed, Jan 21, 2026 at 3:59 PM OSSS <OSSS@dfa.ms.gov> wrote:

Good afternoon, Colman.

Thank you for your inquiry. The solicitation lists January 16 as an anticipated Notice of Intent to Award date. At this time, the evaluation process is ongoing, and all bidders will be notified via email once the NOIA is issued.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Colman Smith <colman@gothams.com>

Sent: Wednesday, January 21, 2026 10:49 AM

To: OSSS <OSSS@dfa.ms.gov>

Subject: Re: [External] <EXTERNAL>: Re: SEALED BID - 1:00 PM CST, January 6, 2026 - IFB #3160007732 - Gothams LLC- REDACTED PRICING

Hi April,

Hope this message finds you well. Wanted to follow up on our previous messages and the relevant MEMA IFB. Has an award been made? The anticipated award date was set as 1/16 so I wanted to check in. If it has not been awarded, do you have a new anticipated award date?

Thanks and looking forward to hearing from you!

Best,
Colman Smith
(760) 889-8579
[Gothams \[gothams.com\]](mailto:colman@gothams.com)

On Wed, Jan 14, 2026 at 12:10 PM OSSS <OSSS@dfa.ms.gov> wrote:

Thank you for your response. We acknowledge receipt of your decision and will proceed accordingly.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Colman Smith <colman@gothams.com>

Sent: Wednesday, January 14, 2026 12:00 PM

To: OSSS <OSSS@dfa.ms.gov>

Subject: Re: [External] <EXTERNAL>: Re: SEALED BID - 1:00 PM CST, January 6, 2026 - IFB #3160007732 - Gothams LLC-REDACTED PRICING

Understood. We do not have any other redactions to make and thus will plan to allow you to transpose those two pages for the public procurement file.

Colman Smith
(760) 889-8579
[Gothams \[gothams.com\]](mailto:colman@gothams.com)

On Wed, Jan 14, 2026 at 11:49 AM OSSS <OSSS@dfa.ms.gov> wrote:

Yes, correct. Only the two unredacted pages, numbered #22 and #39, will be transposed for the public procurement file. The remainder of the submission will not be transposed.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Colman Smith <colman@gothams.com>

Sent: Wednesday, January 14, 2026 11:43 AM

To: OSSS <OSSS@dfa.ms.gov>

Subject: Re: [External] <EXTERNAL>: Re: SEALED BID - 1:00 PM CST, January 6, 2026 - IFB #3160007732 - Gothams LLC-REDACTED PRICING

Hi April,

Confirming receipt. Thank you for the message. To clarify - you will transpose *just* the unredacted two pages numbered #22 and #39? And not the entire submission?

If this is the case, we have nothing else on those pages that needs to be redacted. Thus we will allow you to transpose those pages in the public procurement file. IF your intent is to release the complete unredacted submission in the public procurement file, we would resubmit a new redacted submission.

Please clarify your plan for the public procurement file. Thank you!

Best,
Colman Smith
(760) 889-8579
[Gothams \[gothams.com\]](mailto:colman@gothams.com)

On Wed, Jan 14, 2026 at 11:34 AM OSSS <OSSS@dfa.ms.gov> wrote:

Please acknowledge receipt.

Good morning.

Your submission for the Emergency Standby Transportation IFB RFx #3160007732, which includes a redacted copy, is currently under review. We noted that **Attachment B – Bid Form** (numbered page 22) and the top portion of **Amendment #1, Attachment A – Revised Contract Cost Analysis and Breakdown** (page 39) contain redacted pricing information.

In accordance with *Mississippi Code Annotated § 25-61-9(7)*, pricing information—including the type of service, price, and contract term—may not be claimed as confidential and is not eligible for redaction. Additionally, *Rule 5.6.1, Notice of Intent to Award*, requires the Agency to list all bidders in order of overall price and to specify each bidder's overall bid price and/or attach a copy of each bidder's bid form in the Notice of Intent to Award. Accordingly, evaluated pricing will be included in the Notice of Intent to Award and maintained in the public procurement file.

Please submit any corrected redactions by **3:00PM on Tuesday, January 20, 2026**. If a corrected version is not received, the Agency will transpose the unredacted page(s) into the public procurement file.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Colman Smith <colman@gothams.com>

Sent: Tuesday, January 6, 2026 12:16 PM

To: OSSS <OSSS@dfa.ms.gov>

Subject: <EXTERNAL>; Re: SEALED BID - 1:00 PM CST, January 6, 2026 - IFB #3160007732 - Gothams LLC

Hello,

Attached is the redacted version of our sealed bid. Please confirm receipt.

Thank you.

Best,
Colman Smith
(760) 889-8579
[Gothams \[gothams.com\]](mailto:colman@gothams.com)

On Tue, Jan 6, 2026 at 11:56 AM Colman Smith <colman@gothams.com> wrote:

Office of Statewide Strategic Sourcing,

Attached is Gothams LLC's sealed bid for MEMA's IFB No. 3160007732, Emergency Standby Transportation Services. Included is our technical proposal and written plan, with Attachments A, B, and C at the end of the document.

Please provide confirmation of receipt.

Thank you for your consideration. We look forward to hearing from you soon.

Best,
Colman Smith
(760) 889-8579
[Gothams \[gothams.com\]](mailto:colman@gothams.com)

Emergency Standby Transportation Services IFB RFX# 3160007732-NOTICE OF INTENT TO AWARD

From OSSS <OSSS@dfa.ms.gov>

Date Thu 2/19/2026 4:49 PM

To OSSS <OSSS@dfa.ms.gov>; Blanks Baldwin <blanks@gulfrely.com>

 1 attachment (133 KB)

MEMA RFX 3160007732 NOTICE OF INTENT TO AWARD.pdf;

MEMA's Notice of Intent to Award for **IFB RFX #3160007732 – Emergency Standby Transportation Services** is attached.

Any vendor who submitted a response to this solicitation may file a written Request for Reconsideration in accordance with OPSCR Rule 5.6.3 within three (3) business days of this notice.

The complete procurement file for IFB RFX #3160007732 is available on MEMA's website at the link provided below.

[Procurement | Mississippi Emergency Management Agency](#)

MEMA and OSSS thank all vendors who participated in this solicitation for the time and effort invested in preparing and submitting their bids. We sincerely appreciate your interest in providing services to the State of Mississippi and encourage you to respond to future procurement opportunities.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS

Sent: Thursday, February 19, 2026 3:22 PM

To: OSSS <OSSS@dfa.ms.gov>; 'Blanks Baldwin' <blanks@gulfrely.com>

Subject: RE: <EXTERNAL>: RE: IFB RFX Number 3160007732 – Emergency Standby Transportation Services-Mariner Logistics LLC-NOTICE OF REJECTION OF BID

Please find attached the Mississippi Emergency Management Agency's Notice of Rejection of Bid.

Thank you for your interest in doing business with MEMA and the State of Mississippi.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Monday, February 9, 2026 2:46 PM
To: Blanks Baldwin <blanks@gulfrelay.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: <EXTERNAL>: RE: IFB RFX Number 3160007732 – Emergency Standby Transportation Services

Thank you for your inquiry.

An award has not yet been made. The procurement process is ongoing, and all bidders will be notified via email through issuance of the Notice of Intent to Award once an award is made

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Blanks Baldwin <blanks@gulfrelay.com>
Sent: Monday, February 9, 2026 8:13 AM
To: OSSS <OSSS@dfa.ms.gov>
Subject: <EXTERNAL>: RE: IFB RFX Number 3160007732 – Emergency Standby Transportation Services

Good morning,

I hope you had a great weekend! Do you know if an announcement has been made on an award for this RFP? Thanks.

Blanks Baldwin | President



Gulf Relay LLC
1021 Clinton Industrial Park Rd. Clinton, MS 39056
C: 601-213-7645

From: Blanks Baldwin

Sent: Tuesday, January 6, 2026 10:07 AM

To: osss@dfa.ms.gov

Subject: IFB RFX Number 3160007732 – Emergency Standby Transportation Services

Good morning,

Thank you for the opportunity to participate in IFB RFX Number: 3160007732 – Emergency Standby Transportation Services.

On behalf of Mariner Logistics, we appreciate the time and effort invested by MEMA and its members in issuing this solicitation and reviewing vendor responses. We value the opportunity to be considered and to demonstrate our capabilities supporting emergency standby, rapid response, and mission-critical transportation services.

Should there be any questions, clarifications, or additional information required as part of the evaluation process, please do not hesitate to contact me. We look forward to the outcome and the potential opportunity to support MEMA member agencies.

Thank you again for your time and consideration.

Blanks Baldwin | President



Gulf Relay LLC

1021 Clinton Industrial Park Rd. Clinton, MS 39056

C: 601-213-7645

- [Contract 8200079232 – EAG Gulf Coast, LLC Contract Renewal](#)
- [Contract 8200081559 – Witt O'Brien's Contract Award](#)
- [Contract 8200066229 - TF Rankin & Associates Contract Award](#)
- [Contract 8200066228 - Tetra Tech Contract Award](#)

Response

- Emergency Management Assistance Compact

Request for Qualifications

None at the time.

Invitation for Bids (IFB)

- [RFx 3160007732 – Emergency Standby Transportation Services](#)
 - [RFx 3160007732 - Amendment 1 Q & A](#)
 - [RFx 3160007732 - Amendment 2 Transportation QA](#)
- [RFx 3160007784 - District 1 Hazard Mitigation Plans Update](#)
- [RFx 3160007852 - District 2 Hazard Mitigation Plans Update](#)

SMAC Agreement

Forms

Procurement

WEBEOC

None at the time.

Recovery

None at the time.

Mitigation

[RFx 3160007732 - Emergency Standby Transportation Services Intent to Award](#)

Leadership

ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False

Chrome as your default browser and pin it to your taskbar

Set as default

60007732

Agency:

RFX Type:



CANCEL

CLEAR

SEARCH

Smart Number RFX Number Description

AGENCY MANAGEMENT AGENCY

[1741-26-R-IFBD-00002-V05](#)

[3160007732](#)

Major Procurement
PERSONNEL SERVICES NON-IT

This Invitation for Bids is for Emergency
Standby Transporta...

- Attachment - Amendment 1 Transportation QA
- Attachment - Amendment 2 Transportation QA
- Attachment - Notice of Intent to Award
- Attachment - Transportation Solicitation

1:10 PM
2/19/2026



NOTICE OF REJECTION OF BID

To: Gothams LLC

Date: February 18, 2026

IFB: Emergency Standby Transportation Services RFx #3160007732

Re: **Rule 5.7 Cancellation of Solicitation or Rejection of Individual Bids**

The Office of Statewide Strategic Sourcing (OSSS) issued an Invitation for Bids (IFB) on behalf of the Mississippi Emergency Management Agency (MEMA) for the purpose of soliciting sealed bids from qualified providers for **emergency standby transportation services**. The bids were opened on January 6, 2026.

Gothams LLC's bid was determined to be non-responsive as it did not meet the mandatory cost submission requirements of the IFB. In accordance with Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations, including Rules 5.7, *Cancellation of Solicitation or Rejection of Individual Bids* and 5.7.2 *Rejection of Individual Bids*, this memorandum documents MEMA's determination. Specifically, Rule 5.7.2 provides that one reason for rejecting individual bids is that the bid is non-responsive to the solicitation.

MEMA will retain the bid as part of its procurement file. Thank you for your interest in doing business with MEMA and the State of Mississippi. We encourage you to respond to future MEMA solicitations.

Sallie Sones
Contract Officer
Mississippi Emergency Management Agency

NOTICE OF REJECTION OF BID

To: Mariner Logistics, LLC

Date: February 18, 2026

IFB: Emergency Standby Transportation Services RFx #3160007732

Re: **Rule 5.7 Cancellation of Solicitation or Rejection of Individual Bids**

The Office of Statewide Strategic Sourcing (OSSS) issued an Invitation for Bids (IFB) on behalf of the Mississippi Emergency Management Agency (MEMA) for the purpose of soliciting sealed bids from qualified providers for **emergency standby transportation services**. The bids were opened on January 6, 2026.

Mariner Logistics, LLC's bid was determined to be non-responsive as it did not meet the mandatory requirements of the IFB and did not provide requested information necessary for agency review. In accordance with Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations, including Rules 5.7, *Cancellation of Solicitation or Rejection of Individual Bids* and 5.7.2 *Rejection of Individual Bids*, this memorandum documents MEMA's determination. Specifically, Rule 5.7.2 provides that one reason for rejecting individual bids is that the bid is non-responsive to the solicitation.

MEMA will retain the bid as part of its procurement file. Thank you for your interest in doing business with MEMA and the State of Mississippi. We encourage you to respond to future MEMA solicitations.

Sallie Sones
Contract Officer
Mississippi Emergency Management Agency

From: [OSSS](#)
To: "Colman Smith"; [OSSS](#)
Cc: [Gianni Bush](#)
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #2 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 2 Q & A](#)

You must acknowledge Amendment #2 by signing and returning it with your bid package, or by submitting written acknowledgment via letter or email.

Let me know if you are unable to retrieve the documents from the link. As a reminder, bidders should check the website prior to bid submission to ensure they have the most up-to-date information.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
 601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
 Jackson, MS 39201

From: Colman Smith <colman@gothams.com>
Sent: Thursday, December 11, 2025 10:44 AM
To: OSSS <OSSS@dfa.ms.gov>
Cc: Gianni Bush <gianni@gothams.com>
Subject: <EXTERNAL>: IFB RFX Number: 3160007732 - Questions

April,

Gothams looks forward to submitting our bid for IFB RFX Number: 3160007732. Below are our clarifying questions.

Question	IFB Section, Page Number	Vendor Question/Request for Clarification
	1 Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Part B of Operational Requirements notes that vendor must provide a Facility and multiple drop yards. Must these be vendor owned or can they be leased/subcontracted. And does vendor need to possess and maintain the facility year round? Or just needs the access to it?

	2 Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Re the above section and question - how will facility, ancillary labor and equipment costs be priced into the contract? There is no price submission for these items despite them being an essential part of operations, according to Part B - Bidders Dock Mgmt and Facility
	3 Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Is the "contractor's identified address" where state-purchased commodities are shipped the same physical location as the required cross-dock facility?
	4 Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Must the cross-dock facility be located within the State of Mississippi, or may the facility be located in an adjacent state (e.g., Alabama, Louisiana, Tennessee) within reasonable proximity to the State Staging Areas?
	5 Section 4.1.1.B - Dock Mgmt and Facility, Page 4	If the cross-dock facility must be located within Mississippi, is there a required geographic area or maximum distance from the State Staging Areas?
	6 Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Must the cross-dock facility be a permanent structure, or may the contractor utilize a temporary structure (e.g., tensioned fabric building, portable warehouse) that meets all operational requirements?
	7 Section 4.1.1.B - Dock Mgmt and Facility, Page 4	If a temporary structure is permitted, must the temporary facility be in place year-round for the duration of the contract, or may it be erected upon activation and demobilized after each event?
	8 Section 4.1.1.B - Dock Mgmt and Facility, Page 4	May the contractor lease or partner with a third-party facility provider to meet the cross-dock facility requirement, or must the contractor own or directly lease the facility?
	9 Section 4.1.1.A - Transportation Network Ability, Page 4	What are the anticipated CSA locations, or what is the typical distance range from each SSA to its associated CSAs?
	10 Section 4.1.1.A - Transportation Network Ability, Page 4	How many CPOD sites should the contractor anticipate servicing per activation?
	11 Section 4.1.1.A - Transportation Network Ability, Page 4	Are CSA and CPOD locations pre-determined and published, or are they established dynamically based on the disaster's geographic impact?
	12 Section 4.1.1.A - Transportation Network Ability, Page 4	If CSA and CPOD locations are established dynamically, what is the expected notification lead time before the contractor must begin deliveries to a newly designated CSA or CPOD?

13	Section 4.1.1 - Detailed Minimum Specs, Page 3	Will all three State Staging Areas be activated simultaneously during a disaster event, or will MEMA designate specific SSAs based on the disaster's geographic impact?
14	Section 4.1.1 - Detailed Minimum Specs, Page 3	If multiple SSAs are activated, is the contractor expected to provide separate personnel and equipment at each active SSA concurrently?
15	Section 4.1.1.D - Shuttle, Page 4	What criteria determine whether MEMA will require 50 trailers versus 100 trailers for a given activation?
16	Section 4.1.1.D - Shuttle, Page 4	Is the contractor required to have all 100 trailers available and mobilization-ready within 72 hours, or only the minimum of 50 trailers with the remaining 50 available on an as-needed basis with additional lead time?
17	Section 4.1.1.D - Shuttle, Page 4	If MEMA initially requests 50 trailers and subsequently requires an additional 50 trailers during an ongoing activation, what is the expected mobilization timeframe for the additional units?
18	Section 4.1.1.D - Shuttle, Page 4	What are the required trailer specifications, including length, type, and weight capacity?
19	Section 4.1.1.D - Shuttle, Page 4	Are refrigerated trailers required for any portion of the 50-100 trailer fleet?
20	Section 4.1.1.D - Shuttle, Page 5	Will FEMA deliver all federal commodities directly and exclusively to the SSA, or may FEMA also deliver commodities to the contractor's cross-dock facility for consolidation and subsequent transport to the SSA?
21	Section 4.1.1.D - Shuttle, Page 5	When FEMA delivers trailers directly to the SSA, is the contractor responsible for any handling, unloading, or cross-docking of FEMA trailer contents at the SSA?
22	Section 4.1.1.D - Shuttle, Page 5	If the contractor is not responsible for handling FEMA trailer contents at the SSA, is the contractor's sole responsibility to provide power units to shuttle intact FEMA trailers to CSA and CPOD sites?
23	Section 4.1.1.D - Shuttle, Page 5	Do FEMA trailers and their associated tracking, documentation, and reporting requirements follow the same procedures as contractor-leased trailers, or do separate procedures apply?
24	Section 4.1.1.D - Shuttle, Page 5	If separate procedures apply to FEMA trailers, please provide the FEMA-specific requirements.
25	Section 4.1.1.D - Shuttle, Page 5	For billing purposes, are shuttle movements of FEMA trailers compensated at the same daily prime mover rate as movements of contractor-leased trailers?

Looking forward to hearing from you soon. Thank you in advance.

Best,

Colman Smith

(760) 889-8579

[Gothams \[gothams.com\]](http://Gothams[gothams.com])

From: OSSS
To: OSSS; [William Burham](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #2 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 2 Q & A](#)

You must acknowledge Amendment #2 by signing and returning it with your bid package, or by submitting written acknowledgment via letter or email.

Let me know if you are unable to retrieve the documents from the link. As a reminder, bidders should check the website prior to bid submission to ensure they have the most up-to-date information.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:53 AM
To: William Burham <william@gulrelay.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

You must acknowledge Amendment #1 by signing and returning it with your bid package, or by submitting written acknowledgment via letter or email.

Let me know if you are unable to retrieve the documents from the link. As a reminder, bidders should check the website prior to bid submission to ensure they have the most up-to-date information.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFx# 3160007732-DIRECT SOLICITATION

Good morning,

The Office of Statewide Strategic Sourcing (OSSS) has issued an Invitation for Bids (IFB) on behalf of the Mississippi Emergency Management Agency (MEMA). MEMA is seeking bids from qualified providers for emergency standby transportation services. The IFB can be found on MEMA's website by following the link below (hold ctrl and click the link).

[RFx 3160007732 - Emergency Standby Transportation Services](#)

Please download or print a copy of the linked file for your records, as it may eventually be removed from the website.

If you experience any issues accessing the documents through the provided link, feel free to reach out to me directly. **Updates related to this solicitation will be posted on the website**, so I encourage you to **check it periodically to ensure you have the most current information**.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
To: OSSS; [Andy Ellington \(andy@accessamericatransport.com\)](mailto:andy@accessamericatransport.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #2 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 2 Q & A](#)

You must acknowledge Amendment #2 by signing and returning it with your bid package, or by submitting written acknowledgment via letter or email.

Let me know if you are unable to retrieve the documents from the link. As a reminder, bidders should check the website prior to bid submission to ensure they have the most up-to-date information.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:54 AM
To: Andy Ellington (andy@accessamericatransport.com) <andy@accessamericatransport.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

You must acknowledge Amendment #1 by signing and returning it with your bid package, or by submitting written acknowledgment via letter or email.

Let me know if you are unable to retrieve the documents from the link. As a reminder, bidders should check the website prior to bid submission to ensure they have the most up-to-date information.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

Good morning,

The Office of Statewide Strategic Sourcing (OSSS) has issued an Invitation for Bids (IFB) on behalf of the Mississippi Emergency Management Agency (MEMA). MEMA is seeking bids from qualified providers for emergency standby transportation services. The IFB can be found on MEMA's website by following the link below (hold ctrl and click the link).

[RFX 3160007732 - Emergency Standby Transportation Services](#)

Please download or print a copy of the linked file for your records, as it may eventually be removed from the website.

If you experience any issues accessing the documents through the provided link, feel free to reach out to me directly. **Updates related to this solicitation will be posted on the website**, so I encourage you to **check it periodically to ensure you have the most current information**.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
To: OSSS; Ben Prosper (bprosper@garner-es.com)
Subject: RE: Emergency Standby Transportation Services IFB RFx# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

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[RFx 3160007732 - Amendment 2 Q & A](#)

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Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:54 AM
To: Ben Prosper (bprosper@garner-es.com) <bprosper@garner-es.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFx# 3160007732-AMENDMENT #1 Q&A

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Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFx# 3160007732-DIRECT SOLICITATION

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From: OSSS
To: OSSS; Blanks Baldwin (blanks@gulfrelay.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

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501 North West Street, Suite 1301-C
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From: [OSSS](#)
To: [OSSS: Chad Wheeler \(pcwhee@xtra.com\)](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

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Sent: Tuesday, December 9, 2025 11:54 AM
To: Chad Wheeler (pcwhee@xtra.com) <pcwhee@xtra.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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From: [OSSS](#)
To: [OSSS; Connie Nunn \(cnunn5609@gmail.com\)](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

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Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:54 AM
To: [Connie Nunn \(cnunn5609@gmail.com\)](#) <cnunn5609@gmail.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
To: OSSS; [Craig Savell \(CraigS@totalms.com\)](mailto:CraigS@totalms.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
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april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:54 AM
To: Craig Savell (CraigS@totalms.com) <CraigS@totalms.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
To: OSSS; [Doug Chappelear \(doug.chappelear@cmginc.com\)](mailto:doug.chappelear@cmginc.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
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501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:54 AM
To: Doug Chappelear (doug.chappelear@cmginc.com) <doug.chappelear@cmginc.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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From: OSSS
To: OSSS; [Gerald.Smith \(GeraldS@totalms.com\)](mailto:Gerald.Smith@totalms.com)
Subject: RE: Emergency Standby Transportation Services IFB RFx# 3160007732-AMENDMENT #2 Q&A
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From: OSSS
Sent: Tuesday, December 9, 2025 11:54 AM
To: Gerald Smith (GeraldS@totalms.com) <GeraldS@totalms.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFx# 3160007732-AMENDMENT #1 Q&A

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From: OSSS
To: OSSS; [John Hurley \(John.Hurley@estes-express.com\)](mailto:John.Hurley@estes-express.com)
Subject: RE: Emergency Standby Transportation Services IFB RFx# 3160007732-AMENDMENT #2 Q&A
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From: OSSS
Sent: Tuesday, December 9, 2025 11:54 AM
To: John Hurley (John.Hurley@estes-express.com) <John.Hurley@estes-express.com>
Cc: OSSS <OSSS@dfa.ms.gov>
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From: OSSS
To: OSSS; John Morgan (john@lxo-logistics.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
To: OSSS; [Justin Wilson \(JAWilson@tql.com\)](mailto:Justin.Wilson@tql.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #2 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 2 Q & A](#)

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Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:54 AM
To: Justin Wilson (JAWilson@tql.com) <JAWilson@tql.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

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Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFx# 3160007732-DIRECT SOLICITATION

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[RFx 3160007732 - Emergency Standby Transportation Services](#)

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501 North West Street, Suite 1301-C
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From: [OSSS](#)
To: [OSSS](#); [Ken Knotts \(kknotts@hptrailerleasing.com\)](mailto:kknotts@hptrailerleasing.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
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Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:53 AM
To: Ken Knotts (kknotts@hptrailerleasing.com) <kknotts@hptrailerleasing.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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From: [OSSS](#)
To: [OSSS; Michael Knobby \(mknobby@lipseylogistics.com\)](#)
Subject: RE: Emergency Standby Transportation Services IFB RFx# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

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From: OSSS
Sent: Tuesday, December 9, 2025 11:53 AM
To: Michael Knobby (mknobby@lipseylogistics.com) <mknobby@lipseylogistics.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFx# 3160007732-AMENDMENT #1 Q&A

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From: [OSSS](#)
To: [OSSS](#); [Mike Canzoneri \(mike.canzoneri@stormsl.com\)](mailto:mike.canzoneri@stormsl.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)

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From: OSSS
Sent: Tuesday, December 9, 2025 11:53 AM
To: Mike Canzoneri (mike.canzoneri@stormsl.com) <mike.canzoneri@stormsl.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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From: OSSS
To: OSSS; [Stacy Cothren \(Stacy.Cothren@estes-express.com\)](mailto:Stacy.Cothren@estes-express.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
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april.burns@dfa.ms.gov

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Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:53 AM
To: Stacy Cothren (Stacy.Cothren@estes-express.com) <Stacy.Cothren@estes-express.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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From: [OSSS](#)
To: [OSSS: Trey Chauncey \(Trey.Chauncey@usaupstar.com\)](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:33:00 AM
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april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:53 AM
To: Trey Chauncey (Trey.Chauncey@usaupstar.com) <chaunceyp@windstream.net>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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From: [OSSS](#)
To: [OSSS; Tyler Smith \(tyler.smith@ascentglpower.com\)](mailto:tyler.smith@ascentglpower.com)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:33:00 AM
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501 North West Street, Suite 1301-C
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From: OSSS
Sent: Tuesday, December 9, 2025 11:53 AM
To: Tyler Smith (tyler.smith@ascentglpower.com) <tyler.smith@ascentglpower.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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From: OSSS
To: OSSS; William Burham
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:33:00 AM
Attachments: [image001.png](#)

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From: OSSS
Sent: Tuesday, December 9, 2025 11:53 AM
To: William Burham <william@gulfirelay.com>
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

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[RFX 3160007732 - Emergency Standby Transportation Services](#)

Please download or print a copy of the linked file for your records, as it may eventually be removed from the website.

If you experience any issues accessing the documents through the provided link, feel free to reach out to me directly. **Updates related to this solicitation will be posted on the website**, so I encourage you to **check it periodically to ensure you have the most current information**.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
To: OSSS; Cedo, Christian
Cc: Stellflug, Justin; Zuczuski, Claudia
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #2 Q&A
Date: Tuesday, December 16, 2025 10:34:00 AM
Attachments: [image001.png](#)
[image002.png](#)

MEMA has posted Amendment #2 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 2 Q & A](#)

You must acknowledge Amendment #2 by signing and returning it with your bid package, or by submitting written acknowledgment via letter or email.

Let me know if you are unable to retrieve the documents from the link. As a reminder, bidders should check the website prior to bid submission to ensure they have the most up-to-date information.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
Sent: Tuesday, December 9, 2025 11:56 AM
To: Cedo, Christian <Christian.Cedo@wsp.com>; OSSS <OSSS@dfa.ms.gov>
Cc: Stellflug, Justin <justin.stellflug@wsp.com>; Zuczuski, Claudia <Claudia.Zuczuski@wsp.com>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Cedo, Christian <Christian.Cedo@wsp.com>
Sent: Tuesday, December 2, 2025 1:25 PM
To: OSSS <OSSS@dfa.ms.gov>
Cc: Stellflug, Justin <justin.stellflug@wsp.com>; Zuczuski, Claudia <Claudia.Zuczuski@wsp.com>
Subject: <EXTERNAL>: IFB RFX Number 3160007732 - Questions

Good day, Ms. Burns.

The following are Bid Package Questions we have regarding IFB RFX Number 3160007732:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.	Deliverables 4.1.1, page 3	"At the time a purchase order will be provided to the vendor to initiate the need of trailers and movement of equipment to State Staging Area (SSA)." Is there a specific trailer type to be provided (i.e., 53ft or 48ft Dry Van, Reefer, Flatbed)?
2.	Operational Requirements A, page 4	The RFP states the vendor will provide a cross dock facility, as well as equipment for loading and unloading operations of trailers. Will the state provide a line item on pricing sheet in the proposal for cross dock facility, labor and equipment?
3.	Fuel Procurement, Section E, page 5	"The contractor must possess the ability to provide fuel to support operations." Will costs associated with the rental, operation, or management of a cross-dock facility (used for the transfer and staging of commodities as part of contract performance) be reimbursable by the State of Mississippi to the Contractor?
4.	Operational Requirements I, page 6	Is scheduled work hour assumption based on an 8-hour or 12-hour shift per day rate?
5.	Draft Agreement, Section 16, page 17	"The bidder understands and agrees that any contract entered into with MEMA pursuant to this IFB shall only be the contract provided by MEMA." Will there be a sample contract provided for review prior to submission?
6.	Attachment A, page 25	If there are additional trailer types/sizes

	specified, will additional line items for pricing be included on the pricing sheet?
--	---

Please feel free to contact me for any needs. Thanks for your time.

Christian Cedo
Marketing Coordinator

T +1 757-459-4729
M +1 757-227-1434

WSP
277 Bendix Road, Suite 300
Virginia Beach, Virginia 23452

wsp.com



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From: [OSSS](#)
To: [Cedo, Christian](#); [OSSS](#)
Cc: [Stellflug, Justin](#); [Zuczuski, Claudia](#)
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:56:20 AM
Attachments: [image002.png](#)
[image003.png](#)

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: Cedo, Christian <Christian.Cedo@wsp.com>
Sent: Tuesday, December 2, 2025 1:25 PM
To: OSSS <OSSS@dfa.ms.gov>
Cc: Stellflug, Justin <justin.stellflug@wsp.com>; Zuczuski, Claudia <Claudia.Zuczuski@wsp.com>
Subject: <EXTERNAL>; IFB RFX Number 3160007732 - Questions

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Please feel free to contact me for any needs. Thanks for your time.

Christian Cedo
Marketing Coordinator

T +1 757-459-4729
M +1 757-227-1434

WSP
277 Bendix Road, Suite 300
Virginia Beach, Virginia 23452

wsp.com



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From: OSSS
To: Ben Prosper (bprosper@garner-es.com)
Cc: OSSS
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:44 AM
Attachments: image001.png

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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The Office of Statewide Strategic Sourcing (OSSS) has issued an Invitation for Bids (IFB) on behalf of the Mississippi Emergency Management Agency (MEMA). MEMA is seeking bids from qualified providers for emergency standby transportation services. The IFB can be found on MEMA's website by following the link below (hold ctrl and click the link).

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Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Blanks Baldwin \(blanks@gulfrelay.com\)](mailto:blanks_baldwin@gulfrelay.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:42 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS
To: [Chad Wheeler \(pcwheele@xtra.com\)](mailto:pcwheele@xtra.com)
Cc: OSSS
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:40 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Connie Nunn \(cnunn5609@gmail.com\)](mailto:cnunn5609@gmail.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:39 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Craig Savell \(CraigS@totalms.com\)](mailto:Craig.Savell@totalms.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:38 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Doug Chappelear \(doug.chappelear@cmginc.com\)](mailto:doug.chappelear@cmginc.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:37 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

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601-359-5198
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501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Gerald Smith \(GeraldS@totalms.com\)](mailto:Gerald.Smith@totalms.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:37 AM
Attachments: [image001.png](#)

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april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [John Hurley \(John.Hurley@estes-express.com\)](mailto:John.Hurley@estes-express.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:37 AM
Attachments: [image001.png](#)

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501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Justin Wilson \(JAWilson@tqi.com\)](mailto:Justin.Wilson@tqi.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:36 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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[RFX 3160007732 - Emergency Standby Transportation Services](#)

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Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [John Morgan \(john@mko-logistics.com\)](mailto:john@mko-logistics.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:36 AM
Attachments: [image001.png](#)

MEMA has posted Amendment #1 for IFB Emergency Standby Transportation Services, RFX #3160007732. **Please download or print a copy for your records** as the website availability may change.

[RFX 3160007732 - Amendment 1 Q & A](#)

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

Good morning,

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Ken Knotts \(kknotts@hptrailerleasing.com\)](mailto:kknotts@hptrailerleasing.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:32 AM
Attachments: [image001.png](#)

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601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Michael Knobby \(mknobby@lipseylogistics.com\)](mailto:mknobby@lipseylogistics.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:31 AM
Attachments: [image001.png](#)

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[RFX 3160007732 - Amendment 1 Q & A](#)

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601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Mike Canzoneri \(mike.canzoneri@stormsl.com\)](mailto:mike.canzoneri@stormsl.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:31 AM
Attachments: [image001.png](#)

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Deputy Director
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601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Stacy Cothren \(Stacy.Cothren@estes-express.com\)](mailto:Stacy.Cothren@estes-express.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:30 AM
Attachments: [image001.png](#)

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Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Trey Chauncey \(Trey.Chauncey@usaupstar.com\)](mailto:Trey.Chauncey@usaupstar.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:27 AM
Attachments: [image001.png](#)

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Trev Chauncey \(Trev.Chauncey@usaupstar.com\)](mailto:Trev.Chauncey@usaupstar.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:23 AM
Attachments: [image001.png](#)

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Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Tyler Smith \(tyler.smith@ascentglpower.com\)](mailto:tyler.smith@ascentglpower.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:20 AM
Attachments: [image001.png](#)

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)
601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
Cc: OSSS <OSSS@dfa.ms.gov>
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [William Burham](#)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:18 AM
Attachments: [image001.png](#)

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Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
Sent: Monday, November 17, 2025 11:04 AM
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Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: [OSSS](#)
To: [Andy Ellington \(andy@accessamericatransport.com\)](mailto:andy@accessamericatransport.com)
Cc: [OSSS](#)
Subject: RE: Emergency Standby Transportation Services IFB RFX# 3160007732-AMENDMENT #1 Q&A
Date: Tuesday, December 9, 2025 11:53:46 AM
Attachments: [image001.png](#)

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601-359-5198
april.burns@dfa.ms.gov

501 North West Street, Suite 1301-C
Jackson, MS 39201

From: OSSS <OSSS@dfa.ms.gov>
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Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION

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April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

Attachment D

References Score Sheet

IFB RFx #3160007732

IFB for Emergency Standby Transportation Services

TO BE COMPLETED BY MEMA STAFF ONLY

Bidder Name: Landstar Ranger

Reference Name: Governor's office of Homeland Security + Emergency Preparedness

Person Contacted, Title/Position: Kristopher Gregoire

Date/Time Contacted: 2-3-26 1:08 PM

Service From/To Dates: 2004- Present

Able to provide emergency transportation services when you called?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Satisfied with the services provided and final product? If no, please explain.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Was the project completed on time and within budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here <input checked="" type="checkbox"/> .)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you enter into a contract with them again?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you recommend them?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Bidder must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass / Fail

Do you have any business, professional or personal interest in the vendor's organization? If yes, please explain.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
---	---------------------------	-------------------------------------

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Great people to work with
Great service provided always

Called by: Sallie Sones, Contracts Officer 2-3-26
Name, Title Date
Sallie Sones
Signature

Attachment D

References Score Sheet

IFB RfX #3160007732

IFB for Emergency Standby Transportation Services

TO BE COMPLETED BY MEMA STAFF ONLY

Bidder Name: Landstar Ranger

Reference Name: Florida Dept of Health - Division of Emergency Preparedness

Person Contacted, Title/Position: Jacob Kemp

Date/Time Contacted: 2-4-26 7:20 AM

Service From/To Dates: 2005 - Present

Able to provide emergency transportation services when you called?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Satisfied with the services provided and final product? If no, please explain.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Was the project completed on time and within budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here <input checked="" type="checkbox"/>)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
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Would you recommend them?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

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Score: Pass Fail

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---	---------------------------	-------------------------------------

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Landstar has been able to help us with services by providing needed equipment in call - Pricing always great even when we could not budget
Always came through to help

Called by: Sallie Smos, Contracts Officer 2-4-26
Name, Title Date
Sallie Smos
Signature

Attachment D

References Score Sheet

IFB RFx #3160007732

IFB for Emergency Standby Transportation Services

TO BE COMPLETED BY MEMA STAFF ONLY

Bidder Name: Lipsey Logistics / Lipsey Trucking

Reference Name: American Red Cross

Person Contacted, Title/Position: Christina LaRubbio

Date/Time Contacted: 2/3/24 11:08 AM

Service From/To Dates: 11-15-21 through 1-5-24

Able to provide emergency transportation services when you called?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Satisfied with the services provided and final product? If no, please explain.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Was the project completed on time and within budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here <input checked="" type="checkbox"/>)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you enter into a contract with them again?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you recommend them?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Bidder must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass / Fail

Do you have any business, professional or personal interest in the vendor's organization? If yes, please explain.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
---	---------------------------	-------------------------------------

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Currently use Lipseley for water during disaster
outstanding service always - quick on delivery
consistent with meeting tight deadlines

Called by: Sallie Sones Contracts Officer 2-3-24
Name, Title Date
Sallie Sones
Signature

Attachment D

References Score Sheet

**IFB Rfx #3160007732
IFB for Emergency Standby Transportation Services**

TO BE COMPLETED BY MEMA STAFF ONLY

Bidder Name: Lipseley Logistics

Reference Name: GENA

Person Contacted, Title/Position: Jason Bailey

Date/Time Contacted: 2-5-26 8:50 AM

Service From/To Dates: 9-30-24 through 10-15-24

Able to provide emergency transportation services when you called?	<input checked="" type="radio"/> Yes	No
Satisfied with the services provided and final product? If no, please explain.	<input checked="" type="radio"/> Yes	No
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/> Yes	No
Was the project completed on time and within budget?	<input checked="" type="radio"/> Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here <input checked="" type="checkbox"/>)	<input checked="" type="radio"/> Yes	No
Would you enter into a contract with them again?	<input checked="" type="radio"/> Yes	No
Would you recommend them?	<input checked="" type="radio"/> Yes	No

Bidder must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass / Fail

Do you have any business, professional or personal interest in the vendor's organization? If yes, please explain.	Yes	<input checked="" type="radio"/> No
---	-----	-------------------------------------

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Service was always quick and requests were always filled.
Never had issues as they were always flexible
in working with us

Called by: Sallie Sones, Contracts Officer 2-5-26
Name, Title Date
Sallie Sones
Signature

Attachment D

References Score Sheet

IFB RFx #3160007732

IFB for Emergency Standby Transportation Services

TO BE COMPLETED BY MEMA STAFF ONLY

Bidder Name: URT Solutions

Reference Name: JBS Foods

Person Contacted, Title/Position: Myles Vaziri

Date/Time Contacted: 2-4-26 8:50AM

Service From/To Dates: 7-1-25 to Current

Able to provide emergency transportation services when you called?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Satisfied with the services provided and final product? If no, please explain.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Was the project completed on time and within budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here <input checked="" type="checkbox"/>)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you enter into a contract with them again?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you recommend them?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Bidder must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass / Fail

Do you have any business, professional or personal interest in the vendor's organization? If yes, please explain.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
---	---------------------------	-------------------------------------

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

IRT provides great service.
No issues ever with on-time delivery or pickup
overall - great partners

Called by: Sallie Sines Contracts Officer 2-4-26
Name, Title Date
Sallie Sines
Signature

Attachment D

References Score Sheet

IFB RFx #3160007732
IFB for Emergency Standby Transportation Services

TO BE COMPLETED BY MEMA STAFF ONLY

Bidder Name: LRT Solutions

Reference Name: ~~Johnny Hicks~~ L3m Advantage

Person Contacted, Title/Position: Johnny Hicks

Date/Time Contacted: _____

Service From/To Dates: 1/1/2023 - Current

Able to provide emergency transportation services when you called?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Satisfied with the services provided and final product? If no, please explain.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Was the project completed on time and within budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here <input checked="" type="checkbox"/>)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you enter into a contract with them again?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you recommend them?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Bidder must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass / Fail

Do you have any business, professional or personal interest in the vendor's organization? If yes, please explain.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
---	---------------------------	-------------------------------------

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Great problem solvers

Called by: Sallie Sones, Contracts officer 2-6-26
Name, Title Date
Sallie Sones
Signature

From: [OSSS](#)
Cc: [OSSS](#)
Bcc: [Andy Ellington \(andy@accessamericatransport.com\)](mailto:andy@accessamericatransport.com); [Ben Prosper \(bprosper@garner-es.com\)](mailto:bprosper@garner-es.com); [Blanks Baldwin \(blanks@gulfrelay.com\)](mailto:blanks@gulfrelay.com); [Chad Wheeler \(pcwheele@xtra.com\)](mailto:pcwheele@xtra.com); [Connie Nunn \(cnunn5609@gmail.com\)](mailto:cnunn5609@gmail.com); [Craig Savell \(CraigS@totalms.com\)](mailto:Craig_Savell(CraigS@totalms.com)); [Doug Chappelear \(doug.chappelear@cmginc.com\)](mailto:doug.chappelear@cmginc.com); [Gerald Smith \(GeraldS@totalms.com\)](mailto:GeraldS@totalms.com); [John Hurley \(John.Hurley@estes-express.com\)](mailto:John.Hurley@estes-express.com); [John Morgan \(john@lxo-logistics.com\)](mailto:john@lxo-logistics.com); [Justin Wilson \(JAWilson@tqi.com\)](mailto:Justin.Wilson(JAWilson@tqi.com)); [Ken Knotts \(kknotts@hptrailerleasing.com\)](mailto:kknotts@hptrailerleasing.com); [Michael Knobby \(mknobby@lipseylogistics.com\)](mailto:mknobby@lipseylogistics.com); [Mike Canzoneri \(mike.canzoneri@stormsl.com\)](mailto:mike.canzoneri@stormsl.com); [Stacy Cothren \(Stacy.Cothren@estes-express.com\)](mailto:Stacy.Cothren@estes-express.com); [Trey Chauncey \(chaunceyp@windstream.net\)](mailto:chaunceyp@windstream.net); [Trey Chauncey \(Trey.Chauncey@usaupstar.com\)](mailto:Trey.Chauncey@usaupstar.com); [Tyler Smith \(tyler.smith@ascentqlpower.com\)](mailto:tyler.smith@ascentqlpower.com); [William Burham](mailto:William.Burham)
Subject: Emergency Standby Transportation Services IFB RFX# 3160007732-DIRECT SOLICITATION
Date: Monday, November 17, 2025 11:04:00 AM
Attachments: [image001.png](#)

Good morning,

The Office of Statewide Strategic Sourcing (OSSS) has issued an Invitation for Bids (IFB) on behalf of the Mississippi Emergency Management Agency (MEMA). MEMA is seeking bids from qualified providers for emergency standby transportation services. The IFB can be found on MEMA's website by following the link below (hold ctrl and click the link).

[RFX 3160007732 - Emergency Standby Transportation Services](#)

Please download or print a copy of the linked file for your records, as it may eventually be removed from the website.

If you experience any issues accessing the documents through the provided link, feel free to reach out to me directly. **Updates related to this solicitation will be posted on the website**, so I encourage you to **check it periodically to ensure you have the most current information**.

Thank you,



April S. Burns
Deputy Director
Office of Statewide Strategic Sourcing (OSSS)

501 North West Street, Suite 1301-C
Jackson, MS 39201

Invitation for Bids
Emergency Standby Transportation Services
 IFB RFx# 3160007732

Amendment #2
Questions and Answers

	IFB Section, Page Number	Vendor/Contractor Question	Agency Response
1.	Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Part B of Operational Requirements notes that vendor must provide a Facility and multiple drop yards. Must these be vendor owned or can they be leased/subcontracted. And does vendor need to possess and maintain the facility year round? Or just needs the access to it?	Contractor must provide access to leased, subcontracted, or vendor-owned facilities and drop yards, but only in the event of a state or federally declared emergency disaster.
2.	Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Re the above section and question - how will facility, ancillary labor and equipment costs be priced into the contract? There is no price submission for these items despite them being an essential part of operations, according to Part B - Bidders Dock Mgmt and Facility	The agency published <i>Amendment #1-Revised Contract Cost Analysis and Breakdown</i> on December 9, 2025, which is available on the agency website. The addition of a line-item for cross-dock facility operations cost is included in this amendment. This line item will not be considered during bid evaluation; however, the contractor will be required to honor these prices for the duration of the contract as specified.
3.	Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Is the "contractor's identified address" where state-purchased commodities are shipped the same physical location as the required cross-dock facility?	No, it does not have to be the same address. The cross-dock address can be identified by the vendor.
4.	Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Must the cross-dock facility be located within the State of Mississippi, or may the facility be located in an adjacent state (e.g., Alabama, Louisiana, Tennessee) within reasonable proximity to the State Staging Areas?	The cross-dock facility should be located within reasonable proximity to the state staging areas.
5.	Section 4.1.1.B - Dock Mgmt and Facility, Page 4	If the cross-dock facility must be located within Mississippi, is there a required geographic area or maximum distance from the State Staging Areas?	There is not a required geographic area or maximum distance from the state staging areas for the cross-dock facility.

Invitation for Bids
Emergency Standby Transportation Services
 IFB RFx# 3160007732

Amendment #2
Questions and Answers

	IFB Section, Page Number	Vendor/Contractor Question	Agency Response
6.	Section 4.1.1.B - Dock Mgmt and Facility, Page 4	Must the cross-dock facility be a permanent structure, or may the contractor utilize a temporary structure (e.g., tensioned fabric building, portable warehouse) that meets all operational requirements?	No, as long as it meets the safety requirements of the vendor for the transfer of commodities.
7.	Section 4.1.1.B - Dock Mgmt and Facility, Page 4	If a temporary structure is permitted, must the temporary facility be in place year-round for the duration of the contract, or may it be erected upon activation and demobilized after each event?	If temporary, the structure and operation will only be required during the declared disaster and may be erected upon activation and demobilized after each event.
8.	Section 4.1.1.B - Dock Mgmt and Facility, Page 4	May the contractor lease or partner with a third-party facility provider to meet the cross-dock facility requirement, or must the contractor own or directly lease the facility?	Yes, the contractor can lease or partner with a third-party facility for cross docking.
9.	Section 4.1.1.A - Transportation Network Ability, Page 4	What are the anticipated CSA locations, or what is the typical distance range from each SSA to its associated CSAs?	Anticipated support is based on the disaster, with an estimated radius of no more than 150 miles.
10.	Section 4.1.1.A - Transportation Network Ability, Page 4	How many CPOD sites should the contractor anticipate servicing per activation?	With a major hurricane, the lower six (6) counties anticipate 30 or more CPODs.
11.	Section 4.1.1.A - Transportation Network Ability, Page 4	Are CSA and CPOD locations pre-determined and published, or are they established dynamically based on the disaster's geographic impact?	CPODs are predetermined and will be provided to the contractor; however, the address may change based on damages.
12.	Section 4.1.1.A - Transportation Network Ability, Page 4	If CSA and CPOD locations are established dynamically, what is the expected notification lead time before the contractor must begin deliveries to a newly designated CSA or CPOD?	Anticipated timeline to delivery to the CPODs is 72 hours after landfall. Some deliveries may be required at 48 hours.
13.	Section 4.1.1 - Detailed Minimum Specs, Page 3	Will all three State Staging Areas be activated simultaneously during a disaster event, or will MEMA designate specific SSAs	MEMA will designate specific SSAs based on the disaster's geographic impact.

Invitation for Bids
Emergency Standby Transportation Services
 IFB RFx# 3160007732

Amendment #2
Questions and Answers

	IFB Section, Page Number	Vendor/Contractor Question	Agency Response
		based on the disaster's geographic impact?	
14.	Section 4.1.1 - Detailed Minimum Specs, Page 3	If multiple SSAs are activated, is the contractor expected to provide separate personnel and equipment at each active SSA concurrently?	Yes, if MEMA is operating an additional SSA staffing will need to be at each site for vendor continuity.
15.	Section 4.1.1.D - Shuttle, Page 4	What criteria determine whether MEMA will require 50 trailers versus 100 trailers for a given activation?	Estimates will be made based on the storm's category, anticipated landfall, and population density.
16.	Section 4.1.1.D - Shuttle, Page 4	Is the contractor required to have all 100 trailers available and mobilization-ready within 72 hours, or only the minimum of 50 trailers with the remaining 50 available on an as-needed basis with additional lead time?	The contractor will be part of the planning process when MEMA estimates the orders for the commodities. For example, 2025 estimate of bottled water for a Category 3 hurricane strike at Biloxi, MS with support to 13 counties initial is 57 trailers loads for 2 DOS. The current bottled water vendor per trailer load of 16.9 oz bottles is 38,304 bottles.
17.	Section 4.1.1.D - Shuttle, Page 4	If MEMA initially requests 50 trailers and subsequently requires an additional 50 trailers during an ongoing activation, what is the expected mobilization timeframe for the additional units?	MEMA will order a minimum two-day supply; then, follow-up requests will be based on anticipated recovery of utilities in the disaster area.
18.	Section 4.1.1.D - Shuttle, Page 4	What are the required trailer specifications, including length, type, and weight capacity?	Specific trailer specifications are not available. The Contractor should ensure that trailers are capable of transporting loads such as approximately 38,304 bottles of 16.9 oz bottled water or palletized shelf-stable meals averaging 1,100 lbs. per pallet. All pallets must remain accessible by pallet jack at the delivery endpoint.

Invitation for Bids
Emergency Standby Transportation Services
 IFB RFx# 3160007732

Amendment #2
Questions and Answers

	IFB Section, Page Number	Vendor/Contractor Question	Agency Response
19.	Section 4.1.1.D - Shuttle, Page 4	Are refrigerated trailers required for any portion of the 50–100 trailer fleet?	No
20.	Section 4.1.1.D - Shuttle, Page 5	Will FEMA deliver all federal commodities directly and exclusively to the SSA, or may FEMA also deliver commodities to the contractor's cross-dock facility for consolidation and subsequent transport to the SSA?	MEMA will utilize FEMA commodities transported on FEMA trailers between the SSA and CPOD. The contractor will move trailers between the CPOD and SSA as needed. Returned FEMA trailers will be segregated at the SSA for pickup by FEMA prime movers at the conclusion of the disaster. No cross-docking of these trailers will occur.
21.	Section 4.1.1.D - Shuttle, Page 5	When FEMA delivers trailers directly to the SSA, is the contractor responsible for any handling, unloading, or cross-docking of FEMA trailer contents at the SSA?	No, but cross docking of FEMA trailers will be required. The contractor's responsibility is limited to transporting FEMA or contractor trailers between the CPOD and SSA; responsibility for the contents of the trailers is excluded.
22.	Section 4.1.1.D - Shuttle, Page 5	If the contractor is not responsible for handling FEMA trailer contents at the SSA, is the contractor's sole responsibility to provide power units to shuttle intact FEMA trailers to CSA and CPOD sites?	Correct, the contents will remain in the FEMA trailer and will be transported by the vendor's prime mover to the established CPOD by the IMAT.
23.	Section 4.1.1.D - Shuttle, Page 5	Do FEMA trailers and their associated tracking, documentation, and reporting requirements follow the same procedures as contractor-leased trailers, or do separate procedures apply?	The state will sign for the FEMA commodities. The vendor will track and deliver the trailers using the same accountability procedures.
24.	Section 4.1.1.D - Shuttle, Page 5	If separate procedures apply to FEMA trailers, please provide the FEMA-specific requirements.	Once received at the SSA, the trailer will be state property and accountable. FEMA trailers will be returned to the SSA from the CPOD by the vendor's prime movers for FEMA pick up.

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Amendment #2
Questions and Answers

	IFB Section, Page Number	Vendor/Contractor Question	Agency Response
25.	Section 4.1.1.D - Shuttle, Page 5	For billing purposes, are shuttle movements of FEMA trailers compensated at the same daily prime mover rate as movements of contractor-leased trailers?	Yes, they will be considered MEMA assets and billed at the vendors established prime mover rate.

Receipt of Amendment #2 Acknowledged:

Company: _____

By: _____

Printed Name: _____

Title: _____

Invitation for Bids
Emergency Standby Transportation Services
 IFB RFx# 3160007732

Amendment #1
Questions and Answers

	IFB Section, Page Number	Vendor/Contractor Question	Agency Response
1.	Deliverables 4.1.1, page 3	<p>“At the time a purchase order will be provided to the vendor to initiate the need of trailers and movement of equipment to State Staging Area (SSA).”</p> <p>Is there a specific trailer type to be provided (i.e., 53ft or 48ft Dry Van, Reefer, Flatbed)?</p>	53’ Dry Van
2.	Operational Requirements A, page 4	<p>The RFP states the vendor will provide a cross-dock facility, as well as equipment for loading and unloading operations of trailers.</p> <p>Will the state provide a line item on pricing sheet in the proposal for cross dock facility, labor and equipment?</p>	<p>The <i>Contract Cost Analysis and Breakdown</i> has been modified to include a line-item for the cross-dock facility operations cost. It is attached hereto as <i>Amendment #1-Revised Contract Cost Analysis and Breakdown</i>. This line item will not be considered during bid evaluation; however, the contractor will be required to honor these prices for the duration of the contract as specified.</p> <p>The cross docking will depend on the nature of the disaster.</p>
3.	Fuel Procurement, Section E, page 5	<p>“The contractor must possess the ability to provide fuel to support operations.”</p> <p>Will costs associated with the rental, operation, or management of a cross-dock facility (used for the transfer and staging of commodities as part of contract performance) be reimbursable by the State of Mississippi to the Contractor?</p>	<p>Costs associated with the rental, operation, or management of a cross-dock facility used for the transfer and staging of commodities is reimbursable.</p> <p>Accordingly, the <i>Contract Cost Analysis and Breakdown</i> has been revised to include a specific line item for cross-dock facility operations. It is attached hereto as <i>Amendment #1-Revised Contract Cost Analysis and Breakdown</i>. While the line item will not be considered during the bid evaluation, the contractor will be required to honor these</p>

Invitation for Bids
Emergency Standby Transportation Services
 IFB RFx# 3160007732

Amendment #1
Questions and Answers

	IFB Section, Page Number	Vendor/Contractor Question	Agency Response
			<p>prices for the duration of the contract as specified.</p> <p>As a clarification related to previously stated operational requirements, the cost of fuel shall be included in the forklift hourly rate.</p>
4.	Operational Requirements I, page 6	Is scheduled work hour assumption based on an 8-hour or 12-hour shift per day rate?	12-hour operations
5.	Draft Agreement, Section 16, page 17	<p>“The bidder understands and agrees that any contract entered into with MEMA pursuant to this IFB shall only be the contract provided by MEMA.”</p> <p>Will there be a sample contract provided for review prior to submission?</p>	No; however, clauses located in <i>Attachment E – Required Contract Clauses</i> and the <i>Required Federal Contract Clauses</i> will be included in the contract. Bidders may review these clauses, but they cannot be edited or rewritten in any way.
6.	Attachment A, page 25	If there are additional trailer types/sizes specified, will additional line items for pricing be included on the pricing sheet?	<p>Please note <i>Other Transportation Equipment Costs</i> section on <i>Amendment #1-Revised Contract Cost Analysis and Breakdown</i>. This option is provided for bidders who have additional trailer types/sizes and wish to list them separately, either on another sheet or on a form created by the bidder. Other transportation equipment costs will not be considered in the bid evaluation. They will be included as a separate attachment within the contract.</p>
MEMA IFB AMENDMENTS			
7.	Attachment A – Contract Cost Analysis and Breakdown		The <i>Contract Cost Analysis and Breakdown</i> has been modified to include a line-item for the cross-dock facility, labor and

Invitation for Bids
Emergency Standby Transportation Services
IFB RFx# 3160007732

Amendment #1
Questions and Answers

	IFB Section, Page Number	Vendor/Contractor Question	Agency Response
			equipment. It is attached hereto as <i>Amendment #1-Revised Contract Cost Analysis and Breakdown</i> . This line item will not be considered during bid evaluation; however, the contractor will be required to honor these prices for the duration of the contract as specified.

Receipt of Amendment #1 Acknowledged:

Company: _____

By: _____

Printed Name: _____

Title: _____

Amendment #1

Attachment A – Revised Contract Cost Analysis and Breakdown

Cost per Prime Mover \$ _____ Number Prime Mover Trucks _____ <i>(Truck Only)</i>
Total Cost per Prime Mover Truck \$ _____ <i>(Total cost should include daily cost of truck, driver, and per diem)</i>

The prices listed below will not be included in the bid evaluation; however, the vendor shall be bound by these prices for the duration of the contract, unless otherwise amended in writing by mutual agreement and approved by the PPRB. These amounts must be itemized on all applicable invoices for documentation and transparency.

TRAILER RENTAL AND MILEAGE

Trailer Rental \$ _____ Flat Rate/Per Day <i>(GPS Tracking fees must be included in this cost)</i>
Mileage Cost \$ _____

DISPATCHER

Regular Hour Rate \$ _____	Overtime Hour Rate \$ _____
Per Diem for On-Site Dispatcher \$ _____	

ON-SITE MANAGEMENT

Regular Hour Rate \$ _____	Overtime Hour Rate \$ _____
Per Diem for On-site Management \$ _____	

CROSS-DOCK FACILITY OPERATIONS

Cross-Dock Facility	\$ _____
<i>(The cost of the rental, operation, or management of a cross-dock facility)</i>	
Hourly Forklift Cost	\$ _____
<i>(Cost of fuel must be included)</i>	
Staff Hourly Rate	\$ _____
Documentation Cost	\$ _____

- Other Transportation Equipment Costs – Optional** *(check if page attached)* This section is optional. **Information provided will not be considered during bid evaluation or award determination.** Bidders may submit costs related to additional transportation equipment they can provide, separate from the base bid, on a separate attachment.

If this section is completed, the bidder must sign and date the attachment. Submission of this information does not obligate MEMA to procure any additional equipment or services. MEMA may, at its sole discretion, use the information provided for internal planning or market research purposes only. Any future procurement of additional equipment or services will comply with applicable Mississippi procurement laws and regulations.