



North Carolina Department of Public Safety

Division of Emergency Management

Mr. John Poucher:

Bat Logistics submits our proposal for transportation services in response to RFP # 19-013485-PJW. BAT Logistics offers more than enough capacity to meet the requirements of the solicitation. We look forward to the opportunity to work with the Emergency Management team, delivery innovative solutions in a time of catastrophe.

We have put this proposal together following all of your specifications. It is printed double sided on recycled paper with a minimum post-consumer content of 30%. We have included the RFP as attachment 4, it is fully executed.

Thank you for allowing us to participate and please feel free to contact Ashley Jankowski or myself anytime if you need further clarification.

Respectively,

A handwritten signature in red ink that reads "Shawn Rorie". The signature is written in a cursive style with a prominent "R" and "i".

Shawn Rorie

President/Owner

BAT Logistics



Backhaul and Track Logistics, Inc

DBA: BAT Logistics

20 Arena Way

Suite # 2

Council Bluffs, IA 51501

712-256-7260

President/Owner: Shawn Rorie

Authorized Representative and Primary Point of Contact:

Ashley Jankowski

Office: 712-256-7260 / Mobile: 402-415-9581

RFP No: 19-013485-PJW

1. Corporate Background and Experience

Company History

Backhaul and Track (BAT) Logistics was opened in early 2008 by Shawn Rorie and Jarrod Marinello. Our mission is to provide shippers and carriers with a much needed combination of experience and professionalism. Both owners have extensive experience in all areas of the third party logistics (3PL) industry and spent 2007 preparing so that BAT would be in position for a strong start right out of the gates. At that time Shawn aligned with a leading law firm that specialized in transportation law. He also became a member of the Transportation Intermediaries Association (TIA) which is a group comprised of the best and most ethical brokers in the country. Ashley Jankowski joined the BAT team just 2 years after opening. Her past experience at a large trucking company added an additional perspective and skill set that was learned in the asset based trucking environment.

Shippers and carriers alike responded very well to BAT Logistics allowing for instant growth that has continued through today. BAT became profitable in its second quarter, a huge accomplishment for any small business. By the end of the first year BAT Logistics was able to add four more positions and currently employs 21 transportation professionals.

BAT Logistics contributes its early and sustained success to always doing the right thing, every time, in every situation. We understand that the carriers and drivers we work with are on the frontlines providing the service to the shippers and consignees. We take great care of them, they love hauling for BAT, and their exceptional service is passed along to BAT's customers. According to the TIA, most brokerages of comparable size subcontract approximately 4,000-5,000 carriers. BAT is on contract with over 12,000 carriers offering an unmatched level of truck and trailer capacity. BAT understands commitment to the customer's needs. We keep our word and honor our rates, even amid market conditions that can change by the minute.

By 2010 BAT Logistics had far outpaced many of its competitors and took the necessary measures to ensure a future competitive advantage.

BAT raised its bond level to \$100,000, up 33% from the mandatory \$75,000 requirement. Less than 1% of third party transportation firms are bonded at an equal or higher level through TIA. That is just one of many examples of BAT Logistics looking ahead and staying proactive as standards and legislation change the industry. BAT also obtained insurance above and beyond industry requirements to better protect its customers.

In 2011, BAT Logistics decided to broaden its services and expand into the government sector. BAT's continuing success and ability to meet the demands of

the private commercial sector put them in a great position to offer their services to the government for the first time. Since then, BAT has worked with many agencies including the Dept. of Defense, Army Corp of Engineers, National Archives and Records Administration, and the State of North Carolina Department of Public Safety. The ability to provide many logistical solutions in no notice and short notice situations has given BAT increased opportunity to fulfill government contracts.

Experience with Similar Projects

The majority of BAT Logistics' focus and business has been in the spot market. Many customers lean on BAT for loads that have no lead time and require same day pickup. Hundreds of customers and thousands of shippers including Dollar General, Sherwin Williams, KIK International, and multiple military units have hired BAT time and time again because they have come to count on BAT's ability to provide as many trucks as needed in no-notice situations. BAT prides itself on ensuring its resources are readily available and efficiently used for all projects that are high priority to our customers and is prepared to provide this service to the State of North Carolina as we have done before.

BAT Logistics has experience with a very similar project received from Fort Bliss, TX. BAT Logistics was contacted at the end of business day on July 11, 2012 by a Transportation Officer (TO) who needed a larger number of trucks to ship over the next two days. All of the loads required specialized equipment and had very specific and rare requirements. She explained that she had experiences in the past of brokers over promising and under delivering. For this reason, she only awarded five (5) shipments to BAT Logistics. We covered up those initial 5 within minutes and went back to the TO with more capacity. This cycle continued throughout the following morning until all the loads were covered up. BAT Logistics moved 24 loads that day. All loads picked up and delivered on time because of BAT's standard operational process. BAT was able to offer the needed capacity, far exceeding the TO's expectations. BAT was able to secure more trucks than needed to fulfill requirements. They met all the shipper's objectives even arranging a crane to unload the trucks. They stayed in touch with all points of contact (POC), dispatchers, drivers, the crane operator, and receiver throughout the entire process, managing everyone's efforts until a successful completion.

Reference: SDDD Tender 1NXX120677A-SMM
Cindy Vasquez
Freight Movements Supervisor – Ft Bliss Army
915-568-5292

BAT Logistics also supported the State of North Carolina Emergency Management (NCEM) during last year's flooding from heavy rainfall and storms due to Hurricane Joaquin. Ashley Jankowski was contacted after hours by Glenn Wisbey on October 1, 2015. Multiple trucks were needed to transport water and other supplies in to heavily affected areas through the duration of the storm, up to 1-2 weeks. Trucks were needed on site at two (2) separate locations within 24 hours to assist with efforts and help provide relief. BAT Logistics quickly secured trucks to support both locations and had drivers on site as scheduled. During that time BAT secured three (3) tractor/trailers a day to assist all day with relief support from New London, NC and six (6) tractor/trailers a day to assist out of Tarboro, NC. BAT remained in contact with all shippers, dispatchers, drivers, and NCEM personnel during this project and provided support for a total of three (3) days until the project was complete. BAT Logistics was prepared to supply support for another two (2) weeks if necessary offering more capacity than what the agency needed.

Reference: Emergency PO # JOA0001 and JOA0003
Glenn Wisbey
Deputy Logistics Chief, NC Department of Public Safety
glenn.wisbey@ncdps.gov

Advanced Food Technologies has been a customer of BAT Logistics for over 7 years. They rely on 3PLs for their daily freight moves as well as last minute shipments. When they have a hot load and can't secure capacity within an area, they notify their outside carriers and 3PL partners. By the time this list of providers is notified the load is already a high priority and time is of the essence. BAT Logistics has consistently been able to fulfill this need of Advanced Food Technologies, offering as much same day capacity as they can load, some days up to 10-15 trucks provided, dispatched, and picked up all in just a few hours.

Reference: Molly Carroll
Customer Service Manager
Advanced Food Technologies, Grand Rapids, MI
616-419-1528

BAT has many customers who rely on them, especially for their last minute transportation needs. They prefer BAT because with just one contact they can tap into over 250,000 trucks and capacity of over 12,000 carriers, increasing their likelihood of a fast dispatch and pick up. Many of these shippers call BAT exclusively when in a time crunch, rather than following their normal procedures of reaching out to all of their transportation service providers. BAT receives continuous praise from its customers for quick response time and available trucks in all markets at all times.

Additional References:

Kristen Martin
Dollar General Corporation
615-855-4446

Scott Buck
KIK International
863-967-4463 ext. 3007

Michele Barker
Emser Tile
713-462-2411

2. Outsourcing

BAT Logistics will perform all work in the United States. There will no outsourcing of this contract.

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3. Cost Proposal

Short Haul Services

TRUCKS WITH DRIVER	LOADED MILE RATE	DEAD-HEAD MILE RATE
Tractor with wet line kit and no trailer (bobtail service)	\$	\$4.75
Tractor without wet line kint and no trailer (bobtail service)	\$	\$3.55
Tractor without wet line kit and with 48 or 53 foot dry van trailer, with or without lift gate	\$3.55	\$2.50
Box truck (straight) with or without lift gate	\$2.80	\$2.30
Tractor without wet line kit and with refrigerated trailer	\$4.75	\$3.00
Tractor with wet line kit and with low-boy or sliding-axle trailer	\$7.55	\$4.55
Detention time hourly rate	\$60.00	\$

Leased Trailers

TRAILER RENTAL RATES	DAILY	WEEKLY	MONTHLY
48 foot dry van (freight) trailer with or without lift gate	\$75.00	\$350.00	\$800.00
53 foot dry van (freight) trailer with or without lift gate	\$75.00	\$350.00	\$800.00
Low-boy or sliding axle trailer	\$275.00	\$1,200.00	\$4,000.00
Refrigerated trailer	\$175.00	\$850.00	\$2,600.00

Coordination Services¹

Hourly rate for on-site transportation coordination (anywhere in NC)	\$150.00
Hourly rate for off-site transportation coordination	\$50.00

¹ Coordination service rates include any associated travel, per diem, and administrative costs.

Cent Per Mile Fuel Surcharge Table

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

EIA Weekly PADD1 Fuel Price	Charge Per Mile	EIA Weekly PADD1 Fuel Price	Charge Per Mile	EIA Weekly PADD1 Fuel Price	Charge Per Mile
\$1.980 - \$2.039	\$0.36	\$2.940 - \$2.999	\$0.52	\$3.900 - \$3.959	\$0.68
\$2.040 - \$2.099	\$0.37	\$3.000 - \$3.059	\$0.53	\$3.960 - \$4.019	\$0.69
\$2.100 - \$2.159	\$0.38	\$3.060 - \$3.119	\$0.54	\$4.020 - \$4.079	\$0.70
\$2.160 - \$2.219	\$0.39	\$3.120 - \$3.179	\$0.55	\$4.080 - \$4.139	\$0.71
\$2.220 - \$2.279	\$0.40	\$3.180 - \$3.239	\$0.56	\$4.140 - \$4.199	\$0.72
\$2.280 - \$2.339	\$0.41	\$3.240 - \$3.299	\$0.57	\$4.200 - \$4.259	\$0.73

\$2.340 - \$2.399	\$0.42	\$3.300 - \$3.359	\$0.58	\$4.260 - \$4.319	\$0.74
\$2.400 - \$2.459	\$0.43	\$3.360 - \$3.419	\$0.59	\$4.320 - \$4.379	\$0.75
\$2.460 - \$2.519	\$0.44	\$3.420 - \$3.479	\$0.60	\$4.380 - \$4.439	\$0.76
\$2.520 - \$2.579	\$0.45	\$3.480 - \$3.539	\$0.61	\$4.440 - \$4.499	\$0.77
\$2.580 - \$2.639	\$0.46	\$3.540 - \$3.599	\$0.62	\$4.500 - \$4.559	\$0.78
\$2.640 - \$2.699	\$0.47	\$3.600 - \$3.659	\$0.63	\$4.560 - \$4.619	\$0.79
\$2.700 - \$2.759	\$0.48	\$3.660 - \$3.719	\$0.64	\$4.620 - \$4.679	\$0.80
\$2.760 - \$2.819	\$0.49	\$3.720 - \$3.779	\$0.65	\$4.680 - \$4.739	\$0.81
\$2.820 - \$2.879	\$0.50	\$3.780 - \$3.839	\$0.66	\$4.740 - \$4.799	\$0.82
\$2.880 - \$2.939	\$0.51	\$3.840 - \$3.899	\$0.67	\$4.800 - \$4.859	\$0.83

Fuel Surcharge Scale Continuation: Add 1 cent per mile for every 6 cents per gallon increase in the fuel index

Daily Rate for Tractor and Trailer

Fleet Services	Solo Driver DAILY	Team Driver DAILY
Tractor with wet line kit and no trailer (Bobtail Service)	\$850.00	\$1,150.00
Tractor without wet line kit and no trailer (Bobtail Service)	\$750.00	\$1,050.00
Tractor without wet line kit and with dry van trailer, with or without lift gate	\$1,000.00	\$1,400.00
Box truck with or without lift gate	\$750.00	\$1,150.00
Tractor without wet line kit and with refrigerated trailer	\$1,300.00	\$1,700.00
Tractor with wet line kit and with low-boy or sliding-axle trailer	\$1,400.00	\$1,800.00

4. Project Organization

BAT Logistics has an all hands on deck approach to this and any other emergency solicitation. BAT will ensure there is an appropriate number of staff available to pull off all other work until assigned tasks are completed.

Ashley Jankowski is BAT Logistics' General Manager and head of the Government Services Team. She has over 11 years of experience in both asset based trucking, as well as third party logistics. She has been managing BAT Logistics since 2012, improving policies and procedures to better service our customers and carriers and developing an innovative approach to BAT's operations. She has been involved with our Government Services team since it was created and assisted in the management of similar projects to ensure success. These include SDDC moves for the Department of Defense on short notice assignments, as well as emergency support to the Army Corps of Engineers during the Missouri River flood of 2011. Ashley will take on the largest role under this contract if awarded. Ashley Jankowski will be the primary point of contact for the State of North Carolina's Emergency Management Office. She will take all task orders from the State Emergency Response Team (SERT) and manage BAT's staff to ensure all tasks are completed quickly and correctly. Ashley Jankowski will deploy for onsite coordination if requested by the State. She will lead BAT's team throughout the term of the contract, coordinating everyone's efforts until a successful completion of assigned tasks.

Steve Coenen is a Team Leader with BAT Logistics. He has over 4 years of experience in the industry. He is on the front lines daily ensuring the operations team is meeting all of their shipper's requirements and exceeding their expectations. On a daily basis during regular business, he meets similar requirements as stated in the RFP. He prioritizes customer's needs with BAT staff and their work load, so that customer's hot and time sensitive shipments are of a top priority to the brokers. He moves loads daily with little to no notice by managing priorities and keeping staff on task. When an assignment for emergency response comes through he will pull all resources together so that every broker's top priority is covering and dispatching assigned loads. He is responsible for solving all operational problems as they come up as well as help to manage the entire staff of brokers. Steve will play a large role in this contract assisting Ashley Jankowski in the execution of all tasks and missions. He will be responsible for getting all drivers contracted and dispatched quickly. He will make sure that the team has communicated all special requirements to drivers and then follow up to ensure compliance. He will manage a team of operational staff who are staying in touch with all drivers on a constant basis until all loads are delivered and tasks are complete. He will act as a liaison between the brokers managing the drivers and Ashley Jankowski and the State of North Carolina. He will be in charge of onsite coordination and managing the staff required to execute this contract.

Shawn Rorie is the majority owner of BAT Logistics and has over 18 years of experience in third party logistics. He had been in upper level management positions at CH Robinson and Union Pacific before opening BAT Logistics. He will play a small but crucial role in the execution of this contract if awarded. He is on the operations floor daily, offering coaching and guidance to all employees. He is available 24/7 to assist his staff when new issues arise. Every BAT employee knows that they can tap into his expertise and experience at any time. Shawn will ensure BAT is always in a strong financial position to support this contract if awarded. The ability to pay our carriers quickly while waiting to invoice and receive payment from the State of North Carolina will be an important requirement that he will manage.

Jarrold Marinello, Shawn Rorie's partner and partial owner of BAT Logistics, and Cindy Moreno make up BAT Logistics' National Sales Team. They are based in Atlanta, GA, the only BAT Logistics' staff located offsite. While their focus is on sales, both began their careers operating freight and managing drivers at CH Robinson. They will not play a role in the execution of this contract except as a backup for deployment for onsite coordination. If for any reason flights are delayed or cancelled into North Carolina, they are available to drive to the site for onsite coordination. They will be reserved as a backup plan for deployment.

5. Questionnaire

Vendor Owned Capabilities

Type of Resource	Total Available Resources	Available Upon Hours of Notification ¹		
		24 HRS	48 HRS	72 HRS
OTR Tractor With a Wet Line Kit	0	n/a	n/a	n/a
OTR Tractor Without a Wet Line Kit	0	n/a	n/a	n/a
Box Truck (Straight)	0	n/a	n/a	n/a
Cargo Van	0	n/a	n/a	n/a
Dry Van (Freight) Trailer ²	0	n/a	n/a	n/a
Flatbed Trailer Without truck mounted Forklift (Brand Example: Moffett)	0	n/a	n/a	n/a
Flatbed Trailer With truck mounted Forklift (Brand Example: Moffett)	0	n/a	n/a	n/a
Low-boy and/or Sliding Axle Trailer	0	n/a	n/a	n/a
Refrigerated Trailer	0	n/a	n/a	n/a

Vendor Leased or Sub-Contracted Capabilities

Type of Resource	Total Available Resources	Available Upon Hours of Notification ¹		
		24 HRS	48 HRS	72 HRS
OTR Tractor With a Wet Line Kit	100+	10	20	40
OTR Tractor Without a Wet Line Kit	5300+	50	100	150
Box Truck (Straight)	100+	10	20	40
Cargo Van	100+	10	20	40
Dry Van (Freight) Trailer ²	5300+	50	100	150
Flatbed Trailer Without truck mounted Forklift (Brand Example: Moffett)	1000+	40	60	80
Flatbed Trailer With truck mounted Forklift (Brand Example: Moffett)	100+	10	20	40
Low-boy and/or Sliding Axle Trailer	500+	25	50	75
Refrigerated Trailer	1000+	50	100	150

6. Technical Approach

BAT Logistics has the human and financial resources available to offer to the State of North Carolina the capacity of over 12,000 carriers. We have over 2,400 carriers in North Carolina and the surrounding states to pull capacity from. BAT understands the importance of a strict operations process. BAT's employees have been trained extensively on what they call the "building blocks". One of BAT's mottos and a term often heard on the operations floor is that "our business will only be built on a solid foundation of our building blocks". These "blocks" include accurate pricing, fast coverage, a complete and thorough dispatch process, frequent check calls, and accurate, timely invoicing. BAT knows that the job doesn't end at the point of sale to the carrier, it only begins. Operations beyond that are what determines the true success of a load or project, and ensure on time delivery to the consignee. BAT Logistics will adhere to our policies and also put additional measure in place to meet all of the requirements of the State's solicitation.

BAT will continue to do work and research to ensure preparation for the agency's needs before they arise. BAT has over 300 carriers with over 5,500 trucks and trailers contracted in North Carolina alone and another 2,100 carriers with over 27,000 trucks and trailers in the surrounding states. BAT has a short list of carriers that are always close, as well as willing and able, to move these shipments. This list includes the largest and best of our North Carolina carrier base as well as carriers that have done similar short haul loads for us in the state previously. The list is monitored and updated frequently so that it is always up to date and accurate. BAT also monitors weather and other conditions that could lead to a storm or catastrophes in the area.

As soon as the agency has a need for transportation services, BAT's staff will quickly begin work according to its plan of action tailored to the State's needs. The first step will

be to make sure we completely understand the specific requirements. The agency will make contact with Ashley Jankowski to place orders for specific transportation tasks. Ashley will take note of all requirements and ask the appropriate questions so that BAT has a complete understanding of the scope of work for the specific task. It is a very simple, yet very necessary step to take the time upfront to fully understand requirements so that there is no time wasted on the next step which is procuring the trucks/drivers to pick up.

The next step is a critical one in the process; quickly contracting and dispatching the drivers. BAT will take a multi-step approach to this and work it from a number of angles simultaneously to offer the most capacity as quickly as possible. BAT's staff will start calling off that short list immediately to see where drivers are located and who would be the closest, best fit for each load. We will also post the loads to all major loads boards including Transcore 3sixty (DAT) and Truckstop.com. These boards are searched constantly by drivers and trucking companies, and it will be just another way to identify which drivers are where, and what loads would be the best fit for them. They will see the loads posted and call BAT Logistics to get contracted and dispatched. However, BAT's staff will not wait for the trucks to come to them. While some staff will be calling off the shortlist of carriers, others will be calling off the previously mentioned load boards to secure the closest available drivers. At this time, we will confirm that they have the proper equipment, whether that is only a truck and driver, a van or reefer, a box truck and so on. We will confirm they have the required straps, load locks, pallet jacks, and anything else needed on board. This step will allow us to gauge capacity and drivers estimated times of arrival so that we can get back to the state within 15-30 minutes with a plan of action.

Once BAT is informed by the State Emergency Response Team (SERT) authorized representative what shipments we are going to be responsible for moving, we will reach out to both the shipper and consignee to make sure that all details and requirements have been communicated and are fully understood. We will provide the (SERT) authorized representative with the driver's estimated time of arrival (ETA), as well as cell phone number and any other information they may need. We will find out from the point of contact (POC) at each facility how much communication they want from BAT going forward, in an attempt to tailor to their needs and the situation at hand. As soon as the load details are input, the driver will be assigned.

The next step will be to dispatch drivers and get them moving in the direction of the shippers. We will make sure that drivers are aware of and can meet all the necessary requirements. We will go over all details of the shipment with them to ensure they can comply. We will get an ETA from all drivers, making sure that it is within the 6 hour required time frame. With all the load specifics they will head to the shipper to get loaded and we will contact the shipper again with an exact ETA.

BAT will stay in contact with the driver while on the way to the shipper. We will confirm they were loaded without any problems and are in route to the destination. At this time, we will call the consignee again with an updated and more exact ETA for delivery. While in transit BAT will stay in communication with the drivers to confirm that ETA's are still accurate and loads are moving as planned. We will continue this communication until the load is delivered clear to the consignee.

It is important to plan on the issues that will present themselves, because in transportation there is almost a guarantee that problems will come up. Staying in contact with the drivers, shippers, and consignees throughout the entire process will help us identify any problems or concerns as soon as possible. That allows for us to have a head start on solving those problems. We will take whatever steps necessary to put out fires and solve problems. We are willing to pull trucks off shipments and recover, and we have the ability to repower a load in the case of breakdowns. We will monitor road conditions as well as Department of Transportation actions to make sure the drivers are routed properly and aren't unexpectedly affected by road closings and such.

7. Scope of Work:

- I. Short Haul Services
 - a. Types of Resources:

BAT Logistics has contracted with over 12,000 carriers with over 200,000 trucks (5,500 in North Carolina alone) and a wide variety of equipment including:

 - i. Tractor only for bobtail and power only purposes
 - ii. 48 and 53 foot dry van (freight) trailers
 - iii. 48 or 53 foot refrigerated trailers
 - iv. 48 and 53 foot flatbed trailers (with and without forklifts)
 - v. Low-boy, sliding axle, and removable goose neck trailers
 - vi. Box trucks (with and without lift gates)
 - vii. Cargo Vans
 - viii. Material handling equipment such as pallet jacks, load bars, etc.
 - b. Points of Origin:

BAT Logistics' will arrange for drivers to arrive to the shipper within 4-6 hours of being requested
 - c. Team Driving:

BAT Logistics contracts with many teams to meet this requirement and has partnered with large trucking companies in North Carolina that can add a driver to a truck as needed.
 - d. Fleet Services:

BAT Logistics arranges transportation with over 5,000 trucks in the State of North Carolina, many of whom can provide fleet services. They will be contracted to anywhere the state needs, running continuously until tasks are complete.
 - e. Freight:

BAT Logistics will arrange for the transportation of any and all commodities required for disaster relief. BAT Logistics will arrange the transportation of hazardous materials ensuring the drivers are properly qualified for such. BAT will require the arranged drivers to confirm that the shipper properly loaded and secured the trailer.
 - f. Bill of Lading (BOL):

BAT Logistics administration staff will take all steps, alongside the drivers, to properly manage the waybills on all shipments. The driver will sign all three copies and he will also confirm the consignee signed

all three copies at delivery. BAT Logistics will retrieve its original copy from the driver and send it with the invoice.

g. Consignee:

BAT Logistics will arrange for the transportation of goods to deliver anywhere in the State of North Carolina. Drivers will assist the consignee in unloading if required by them. The driver will not deliver without a representative from the consignee onsite to receive the product and sign the BOL's. If the consignee is unavailable to the driver or unable to take the delivery, the driver will immediately report to BAT who will then ask the state representative for further direction.

h. Unloading:

BAT Logistics will arrange for drivers to be prepared to assist the consignee in unloading the freight when requested.

i. Backhauling:

BAT Logistics will arrange transportation services to be conducted by drivers who will remain in contact throughout all tasks with BAT's operations staff. If issues arise, drivers will immediately notify the dispatcher at BAT that will be in immediate contact with the State. Driver will not deliver to any location not listed on the bills or approved by the state representative.

j. Dead-heading:

BAT Logistics will arrange to deadhead trucks from up to 250 miles, and surrounding states if need be, to fulfill the States tasked missions.

II. Trailer Leasing

BAT Logistics has partnered with a large trailer leasing company in North Carolina to provide the State with leased trailer that can be used either for storage, or moved by the state's trucks. Please see attachment 1, The Trailer Interchange Agreement. BAT Logistics will lease all the following to the state.

- a. Dry Van (freight) trailers
- b. Refrigerated trailers
- c. Low-boy/sliding axle trailers

III. Administrative

a. Placing Orders:

BAT Logistics is always prepared for short notice loads and will be ready to act when notified by a State Emergency Response Team (SERT) representative that services are needed. BAT Logistics point of contact (POC) will take down all of the details, ask all of the appropriate questions to ensure a complete understanding of the tasked mission. BAT Logistics will make note of all mission numbers or emergency PO numbers that will be needed later for proper tracking and invoicing.

b. Delivery Tracking:

BAT Logistics remains in constant contact with the arranged drivers, always collecting current estimated time of arrivals (ETA) and tracking information. BAT Logistics will meet this requirement either onsite or offsite as requested.

- i. On-site coordination: BAT Logistics will provide the state with one or two representatives to the State Emergency Operations Center to coordinate orders and deliveries. They will work in 12 hours shifts until the mission is complete.
- ii. Off-site coordination: BAT Logistics will provide offsite coordination from our home base in Council Bluffs, IA. We will run an overnight shift until the mission is complete.
- iii. Driver communications: Drivers will have fully operational and charged cell phones while under BAT's dispatch to ensure communication, accurate tracking, and ETA's. The drivers will meet their scheduled pickup and delivery appointments; if that is not possible the driver will communicate all delays and issues to BAT Logistics operations staff, who will immediately notify the SERT representative.
- iv. BAT Logistics will ensure arranged drivers give a verbal proof of delivery to BAT, which will be passed on to the appropriate SERT, at the time of delivery. They will follow up with original signed copies of the BOL's to BAT which in turn will be provided to the State with invoices.

c. Disaster Area Entry:

BAT Logistics will contract with drivers that will comply with curfews or restricted access areas unless given permission by the State. When given access in the form of an entry certificate, the driver will affix this certificate in a visible area of their vehicle. When this special

access is required, BAT will receive the certificates from the Emergency Management office and get them to the driver for use.

d. Weight and Time Waivers:

In the event a weight or time waiver is needed, BAT Logistics will ensure the contracted drivers are able to haul up to 90,000 pounds and work 15 hour days if the tasked mission requires, and only if the executive orders are issued. BAT Logistics will get all waivers in the hands of drivers as soon as they are issued.

e. Preventative Maintenance and Break downs:

BAT Logistics will source the most reliable fully functional equipment we can, however breakdowns happen in transportation and we must be ready to respond if that becomes the case. BAT Logistics will ensure the contracted drivers notify BAT immediately of any mechanical concerns or breakdowns. BAT will in turn notify the SERT immediately. In the case of a breakdown, BAT Logistics will arrange for another truck to either repower the loaded trailer, or for another truck and trailer to cross load the freight onto its equipment for delivery. We will get this done immediately to ensure it is within the 3 hour time requirement.

f. Billing

i. Free Time: BAT Logistics will provide the state with two hours free for loading and unloading for each tasked mission. Driver will make note of all arrival and departure times on the BOL's.

ii. Loaded Miles: BAT Logistics understands that loaded miles will only be billed between the loads point of origin and point of destination.

iii. Dead-heading:

1. To point of origin: BAT Logistics will deadhead drivers up to 250 miles to pick up tasked orders. BAT will have the drivers document their starting location to properly measure and bill dead head miles. BAT will add the starting deadhead miles to the BOL as well as retrieve copies of drivers USDOT log books as proof when requested.

2. Bobtail Services: When requested, BAT Logistics will arrange power only units for the State. BAT will bill the deadhead mileage rate for all miles, up to 250, that the tractor runs to and from the assigned task. BAT

will bill the loaded mile rate for all miles loaded on the task.

iv. Detention time:

BAT will bill the quoted detention time in quarter hour increments after being delayed at a shipper or consignee for more than 2 hours, except when tasked to provide fleet services. Drivers will note all arrival and departure times on BOLs to properly document detention time.

v. Refrigerated Trailer Fuel:

When leasing of refrigerated trailer is requested BAT Logistics will provide a reefer with a full tank of fuel. BAT understands that the tank may not be full upon return and BAT will not bill the state for the difference in fuel.

vi. Fuel Surcharge:

BAT Logistics will bill a fuel surcharge on all deadhead and loaded miles for all tasked missions calculated as follows

1. Diesel Fuel Prices will be established from the US Energy Information Administration and billed at the rate for US East Coast (PADD1)
2. BAT will provide documentation for all loaded and deadhead miles that fuel will be billed on
3. BAT will bill a per mile fuel surcharge based on its fuel surcharge included in cost proposal
4. BAT Logistics will multiply the total miles from section 2 above to determine the total fuel surcharge to be billed for each tasked mission

vii. Team Driving:

BAT Logistics will only bill a team rate when a team was specifically requested by the SERT. If a team is requested BAT will bill a separate line item indicating team drivers and the rate will be the same loaded and deadhead miles for the second driver.

viii. Fleet Services:

BAT Logistics will only bill for fleet services when it was specifically requested by the SERT representative. If there is a request for fleet services BAT will bill the lessor of either the fleet service daily rate or the tasked mission rate as broke down above.

ix. Highway Use Fees and Accessorial Charges:

BAT Logistics will not bill the state for any highway use fees or other accessorials not already mentioned in this proposal including but not limited to:

1. Inspection tax;
2. State road use tax;
3. State sales and use tax;
4. Federal tax;
5. Superfund charge;
6. LUST fee;
7. NORA fee; and the
8. Oil Spill Liability Trust Fund.

x. On and Off-site Coordination

1. BAT Logistics will only bill for onsite coordination when it is specifically requested by the State. BAT will bill in quarter hour increments, with a one-hour minimum. BAT will bill all working hours, including travel time, from the time of request until the time of release.
2. BAT Logistics will only bill for offsite coordination when it is specifically requested by the State. BAT will bill working hours in quarter hour increments with a one-hour minimum. BAT will only bill for the actual time taken to coordinate services between drivers and the State. BAT will keep a detailed log to validate these costs.

8. Contract Points of Contact

a. Contract Administrator

i. Primary:

Ashley Jankowski
20 Arena Way, Suite 2
Council Bluffs, IA 51501
ajankowski@batlogistics.com
877-228-8789
Cell: 402-415-9581

- ii. Secondary:
Shawn Rorie
20 Arena Way, Suite 2
Council Bluffs, IA 51501
srorie@batlogistics.com
877-228-8789
Cell: 402-317-7642

- b. 24-Hour Emergency Order Representative
 - i. Primary:
Ashley Jankowski
20 Arena Way, Suite 2
Council Bluffs, IA 51501
ajankowski@batlogistics.com
877-228-8789
Cell: 402-415-9581

 - ii. Secondary:
Stephen Coenen
20 Arena Way, Suite 2
Council Bluffs, IA 51501
877-228-8789
scoenen@batlogistics.com
Cell: 402-905-6637

- c. Accounts Payable/Receivable Representative
 - i. Primary:
Ashley Jankowski
20 Arena Way, Suite 2
Council Bluffs, IA 51501
ajankowski@batlogistics.com
877-228-8789

 - ii. Secondary:
Katie Forney
20 Arena Way, Suite 2
Council Bluffs, IA 51501
accounting@batlogistics.com
877-228-8789

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY	
Refer <u>ALL</u> Inquiries regarding this RFP to: John Poucher <u>John.Poucher@ncdps.gov</u> (919) 324-6474	Request for Proposal # 19-013485-PJW
	Proposals will be publicly opened: April 25, 2016 at 2:00 PM
	Contract Type: Agency Specific
	Commodity No. and Description: 975-86 Truck or Van Rental
	Using Agency: NC Emergency Management - JFHQ
	Requisition No.: RQ19104645

EXECUTION

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

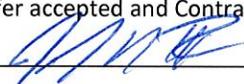
Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

VENDOR: Backhaul and Track Logistics dba BAT Logistics		
STREET ADDRESS: 20 Arena Way, Suite 2	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Council Bluffs, IA 51501	TELEPHONE NUMBER: 712-256-7260	TOLL FREE TEL. NO: 877-228-8789
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Shawn Rorie, President/Owner	FAX NUMBER: 712-256-7291	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 04-22-2016	E-MAIL: gov@batlogistics.com

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this 10 day of May, 20 , as indicated on the attached certification, by  .

(Authorized Representative of the Department of Public Safety).

Table of Contents

1.0	PURPOSE AND BACKGROUND	4
2.0	GENERAL INFORMATION.....	4
2.1	REQUEST FOR PROPOSAL DOCUMENT	4
2.2	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS.....	4
2.3	RFP SCHEDULE.....	5
2.4	PROPOSAL QUESTIONS.....	5
2.5	PROPOSAL SUBMITTAL.....	5
2.6	PROPOSAL CONTENTS	6
2.7	ALTERNATE PROPOSALS	7
2.8	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	7
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	8
3.1	METHOD OF AWARD	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	8
3.3	PROPOSAL EVALUATION PROCESS	8
3.4	EVALUATION CRITERIA	9
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	9
3.6	INTERPRETATION OF TERMS AND PHRASES.....	9
4.0	REQUIREMENTS.....	10
4.1	CONTRACT TERM.....	10
4.2	PRICING.....	10
4.3	INVOICES	10
4.4	PAYMENT TERMS.....	11
4.5	FINANCIAL STABILITY	11
4.6	VENDOR EXPERIENCE	11
4.7	REFERENCES	11
4.8	VENDOR'S REPRESENTATIONS	11
5.0	SCOPE OF WORK.....	12
5.1	QUESTIONS TO VENDOR.....	16
5.2	TRANSITION ASSISTANCE.....	17
6.0	CONTRACT ADMINISTRATION	17
6.1	PROJECT MANAGER AND CUSTOMER SERVICE	17
6.4	DISPUTE RESOLUTION.....	18

6.5 CONTRACT CHANGES.....	18
ATTACHMENT A: INSTRUCTIONS TO VENDORS	19
ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS	22
ATTACHMENT C: PRICING.....	27
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR	29
ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION	30
ATTACHMENT F: ALCOHOL/DRUG-FREE WORK PLACE POLICY	31
ATTACHMENT G: CERTIFICATION OF ELIGIBILITY	32

1.0 PURPOSE AND BACKGROUND

The North Carolina Division of Emergency Management (NCEM) seeks to award a three (3) year agency specific term convenience contract to multiple vendors for short haul transportation and coordination services. Major storms or other catastrophic events may overwhelm the capacity of state and local governments to deliver disaster commodities and equipment to affected regions. Due to the unpredictable size and scale of disasters, NCEM requires transportation vendors on contract capable of providing tractors with various types of trailers, and box and cargo vans for time-definite short haul services (less than trailer load or trailer load) in a no-notice or short-notice, irregular route scenario.

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

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

Each disaster is unique and quantities will vary per incident as specified, thus the State cannot quantify future needs. Any requested resources must be able to arrive anywhere in the State within six hours of request. Historically, the State has requested as few as one truck and up to 50.

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with in the instructions in Section 2.6 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

Contact with anyone working for or with the State regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	04/07/2016
Submit Written Questions	Vendor	04/15/2016 by 11:00 AM (EST)
Provide Response to Questions	State	On or Before 04/19/2016
Submit Proposals	Vendor	04/25/2016 at 2:00 PM (EST)
Contract Award	State	To be determined
Contract Effective Date	State	To be determined

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to John.Poucher@ncdps.gov by the date and time specified above. Vendors should enter "RFP # 19-013485-PJW Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question... ?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.5 PROPOSAL SUBMITTAL

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of proposal via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)

PROPOSAL NUMBER: 19-013485-PJW
 North Carolina Department of Public Safety
 Purchasing and Logistics Office
 3030 Hammond Business Place
 Raleigh, NC 27603

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. **It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening.** The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Note that the U.S. Postal Service generally does not deliver mail to specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this RFP shall NOT be accepted.**

a) Submit **two (2) signed, original executed** proposal responses, One (1) un-redacted electronic copies on CD, DVD or flash drive and, if required, One (1) redacted electronic (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above.

b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

c) The electronic copies of your proposal must be provided on separate read-only CD's, DVD's or flash drives. The files on the discs **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Disc One must contain the entire Technical and Cost Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc One Technical and Cost Proposal Non-Redacted".

Disc Two, if required, must contain the Technical and Cost Proposal **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment A, Paragraph 11 of the Instructions to Vendors. NCDPS, in responding to public records requests, will release the information on this disc. It is the sole responsibility of the Vendor to ensure that this disc complies with the requirements of A, Paragraph 11 of the Instructions to Vendors. The following label must be affixed to the disc: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc Two Technical and Cost Proposal– Redacted Copy".

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.

-
- c) Completed and signed version of EXECUTION PAGES, and signed receipt pages of any addenda released in conjunction with this RFP
 - d) ATTACHMENT A: INSTRUCTIONS TO VENDORS
 - e) ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
 - f) Completed version of ATTACHMENT C: PRICING
 - g) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
 - h) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
 - i) Completed and signed version of ATTACHMENT F: NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY ALCOHOL/DRUG-FREE WORK PLACE POLICY
 - j) Completed and signed version of ATTACHMENT G: NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY CERTIFICATE OF ELIGIBILITY – Under the Iran De-Investment Act

2.7 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: Alternate Proposal #__ for 'name of Vendor'. Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACT LEAD:** Representative of the *North Carolina Department of Public Safety* who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- d) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- e) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- f) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- g) **PREA:** Prison Rape Elimination Act (Public Law 108-79)
- h) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- i) **RFP:** Request for Proposal
- j) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- k) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- l) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the state would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The State reserves the right to waive any minor informality or technicality in proposals received.

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

Proposals will be received from each responsive Vendor in a sealed envelope or package.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

3.4 EVALUATION CRITERIA

Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. The following scenario will be used for price tabulation:

- A. On-site coordination for a period of 16 hours;
- B. Off-site coordination for a period of 24 hours;
- C. Tractor with dry van trailer, 250 dead-head miles, 175 loaded miles, fuel surcharge;
- D. Tractor with dry van trailer, 100 dead-head miles, 175 loaded miles, fuel surcharge, 2 hour detention;
- E. Box truck with team drivers, 75 dead-head miles, 400 loaded miles, fuel surcharge;
- F. Fleet of 10 tractors with dry van trailers and 5 box trucks at daily rate;
- G. Leased dry van trailer for one (1) week;
- H. Leased refrigerated trailer for one (1) week; and
- I. \$1,000 of administrative support.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Terms and Conditions. The use of phrases such as "shall," "must,"

and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 CONTRACT TERM

The Department of Public Safety (NCDPS) and the Division of Emergency Management (NCEM) seek to establish a three (3) year agency specific term contract for short haul transportation and coordination services to meet the needs of the State during daily activities and during disasters. The State will make multiple awards to ensure adequate resources are available to meet disaster needs. Disasters can occur at any time and last a few hours, days, weeks, or months. Services may be required at any time during business hours as well as on nights, weekends, and holidays.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.3 INVOICES

a) Invoices must be submitted to the following address: NCEM
Attn: SERT Finance Chief
4236 Mail Service Center
Raleigh, NC 27699-4236

- b) Invoice packages shall include the following items:
 - 1. Disaster or event summary cover letter;
 - 2. Actual invoice;
 - 3. Original signed bills of lading organized by date/time;
 - 4. Dead-head mileage documentation if not included as part of actual invoice;
 - 5. Administrative fee documentation (if being billed);
 - 6. Other supporting documentation (trailer lease documentation, fleet driver logs, etc.) as needed to validate invoice; and
 - 7. After-action report by the vendor denoting strengths and areas of improvement for services rendered during the disaster or event..

c) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

d) Administrative fees – The State recognizes that vendors providing transportation services may require administrative support to prepare invoices. Tasked vendors are authorized to bill up to a maximum of \$1,000

of administrative fees per disaster or event. However, tasked vendors must provide adequate documentation demonstrating administrative support services were used. Failure to properly document administrative support will result in the vendor not being reimbursed by the State.

4.4 PAYMENT TERMS

- a) The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal.
- b) The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the State.

4.5 FINANCIAL STABILITY

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

4.6 VENDOR EXPERIENCE

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

4.7 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. The State may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
Dollar General Corporation	Kristen Martin	615-855-4446
KIK International	Scott Buck	863-967-4463 ext 3007
Emser Tile	Michele Barker	713-462-2411

4.8 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third party vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner

as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

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

5.0 SCOPE OF WORK

I. Short Haul Services

a. Types of resources

- i. Tractor only – Bobtail services are needed to haul FEMA or State owned or leased trailers from point of origin to consignee. May have to bobtail full, partially full, or empty dry van or refrigerated trailers. May require team drivers.
- ii. Dry van – 48 foot or 53 foot trailer with tractor and driver will typically be used to transport shelf-stable meals, bottled water, tarps, sandbags, and miscellaneous small equipment. May haul medical supplies, and may require team drivers. Dry van trailers may require lift gates on the back for ease of unloading at consignee.
- iii. Refrigerated trailer – 48 foot or 53 foot trailer with tractor and driver will typically be used to haul palletized bags of ice or USDA food from point of origin to consignee.
- iv. Flatbed – A flatbed with tractor and driver will typically be used to haul small and medium equipment, construction materials, and/or alternative feed from point of origin to consignee. Flatbeds with Moffett forklifts may also be required.
- v. Low-boy and Sliding Axle – This resource with tractor and driver will typically be used to haul heavy equipment from point of origin to consignee.
- vi. Box truck – This resource (can be a straight 18-24 foot truck) with driver and will typically be used to haul small quantities (2-8 pallets) of disaster supplies. Box trucks with lift gates may be required for ease of unloading at consignee. Team drivers may be required rarely to assist distributing medical supplies to hospitals.
- vii. Cargo van – This this resource with driver. This rarely requested resource will be used to distribute small quantities of disaster commodities or equipment to affected areas.
- viii. Material handling equipment – Each vehicle, with the exception of a tractor only for bobtail services and a cargo van, will be required to have one (1) pallet jack on board capable of moving pallets weighting up to 3,500 pounds. Each vehicle must come with appropriate load bars, dunnage bags, or other load stabilizing devices.

- b. Points of origin – Resources will typically arrive and be loaded at a warehouse facility, whether it is a State or commercial vendor location. However, resources must be able to respond to and arrive at point of origin anywhere in North Carolina within six (6) hours of being requested. Some points of origin may or may not have a loading dock. It is the responsibility of the point of origin to load the vehicle.

- c. Team driving – Team driving may be necessary in rare instances to ensure a load arrives to the consignee by a specific date and time. The State will specifically identify when team driving is required.

- d. Fleet services – The State may require the vendor to stage and operate a fleet of tractor trailers to ensure timely delivery of disaster supplies and equipment. The State will specifically identify when a fleet is needed, and how many tractor trailers are required.

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- e. Freight – As annotated above, freight may consist of disaster commodities (food, water, ice, and tarps) or disaster equipment (generators, pumps, and sandbaggers). Some freight may contain hazardous materials. It is the responsibility of the vendor to properly use qualified equipment operators and placards when hauling any hazardous materials. For an example of such use, one trailer load contained palletized gallons of bleach for health departments during Hurricane Irene (2011). It is the responsibility of the vendor to ensure the loaded items are delivered in good condition to the consignee. Drivers are responsible for ensuring their respective vehicles are properly loaded and secured.
 - f. Bill of Lading – NCEM will create and provide the truck driver with three (3) bills of lading (waybills) for every delivery required. Each bill of lading must be signed by both the consignee and the driver. One is for the end user, one is for the truck driver, and one must be returned to the vendor in order to be reimbursed. All paperwork being returned for invoice purposes must be originals and not copies.
 - g. Consignee – The consignee can be located anywhere in North Carolina, and may or may not have a loading dock and appropriate material handling equipment. The consignee must sign for deliveries made, and no delivery can be made without a consignee representative present. The vendor must realize that the consignee may be located in a heavily impacted area where power, main roads, or other infrastructure may be unavailable or unusable. In the event the consignee is unavailable, the driver will contact the consignee to attempt the delivery. If the consignee cannot be reached, then the driver will contact the vendor and the vendor will contact the State to coordinate how to handle the load.
 - h. Unloading – During and immediately after a disaster, the consignee may or may not have adequate staff to unload the delivery. Drivers must be prepared to assist the consignee in unloading the vehicle.
 - i. Backhauling – In the event the driver cannot make delivery, or the delivery is rejected by the consignee, the driver will contact the vendor and the vendor will contact the State for further instructions on backhauling the load. Consignees cannot have the driver deliver to another location without prior approval from the State.
 - j. Dead-heading – The State recognizes that no vendor has an unlimited supply of vehicles and drivers in any one region of North Carolina. Dead-heading to the point of origin, and returning from the consignee (for one-time deliveries) is allowable up to a maximum of 300 miles total per tasked mission.

II. Trailer Leasing

- a. Dry van – The State may require the vendor to lease to the State 48 or 53 foot dry van trailers with or without lift gates for State use. Leased trailers may be used for drop load purposes, or with State owned tractors. Vendors must include appropriate use documentation (e.g. interchange agreement) within their bid proposals for technical review.
- b. Refrigerated trailer – The State may require the vendor to lease to the State 48 or 53 foot refrigerated trailers for State use. Leased trailers may be used for drop load purposes, or with State owned tractors. Vendors must include appropriate use documentation (e.g. interchange agreement) within their bid proposals for technical review. Refueling of refrigerated trailers during State use will be the responsibility of the State.

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- c. Low-boy and sliding axle – The State may require the vendor to lease to the State low-boy and sliding axle trailers with associated hardware for State use. Leased trailers will be used for hauling heavy equipment. Vendors must include appropriate use documentation (e.g. interchange agreement) within their bid proposals for technical review.

III. Administrative

- a. Placing orders – A State Emergency Response Team (SERT) authorized representative will contact the vendor when services are needed. The SERT representative will be detailed as to exact services requested, and will brief the vendor on the situation at hand. Orders will have a specific mission number and/or emergency purchase order number assigned. The vendor will only act on missions assigned by the authorized SERT representative.
- b. Delivery tracking
 - i. On-site coordination – The State may require the vendor to provide one or more representatives at the State Emergency Operations Center to coordinate orders and deliveries. The SERT typically works 12 hour shifts and may be operational 24 hours a day until the disaster is over with.
 - ii. Off-site coordination – The State recognizes that not all situations require on-site coordination. Payment for off-site coordination is authorized only for the time required to dispatch resources, coordinate with the authorized SERT representative, and actual contact time with drivers.
 - iii. Driver communications – Drivers may contact the consignee for specific directions or other necessary information to fulfill the tasked mission. However, drivers are not allowed to contact the consignee to schedule early or late deliveries without prior approval from the SERT representative. Scheduled delivery dates and times must be adhered to as best as possible. Drivers must keep the vendor and the State up to date on estimated time of arrivals; therefore, drivers must have fully charged and operational cellular telephones on them while making deliveries.
 - iv. Proof of delivery – The State requires one fully signed original bill of lading be returned to the State with the vendor's invoice for audit purposes. Drivers must notify the State as soon as possible when delivery was made.
- c. Disaster Area Entry – Counties or municipalities may establish curfews and/or restrict access to areas of the state during and immediately after large scale or catastrophic disasters. Vendors with assigned missions will be granted access based upon local decisions in accordance with North Carolina General Statute § 166A-6.03. During such times, drivers will be required to affix an entry certificate to their vehicles. Certificates will be provided by NCEM to the vendor, and it is the vendor's responsibility to provide them to the drivers. If the point of origin is an NCEM warehouse, then the certificate may be provided directly to the driver by the State.
- d. Weight and Time Waivers – The State will have to make deliveries where the weight may slightly be greater than authorized USDOT or state limits, and drivers may have to exceed a standard 12 hour USDOT work day. To ensure the mission is accomplished, and to protect all parties, the State may issue via an executive order from the Governor weight waivers (up to 90,000 pounds GCWW) and/or driver time waivers (extension of 3 hours to the authorized driver's work time) in accordance with federal and state laws, rules, and regulations. When this occurs, the State will provide the vendor a copy of any waiver issued.
- e. Preventative Maintenance and Break downs – Vendors will ensure that all internal and sub-contracted equipment is fully functional. In the event a vendor resource breaks down during an assigned mission, the vendor will provide a replacement resource within three (3) hours, cross-load any commodities or equipment, and continue to make the delivery at no additional cost to the State. Vendors will notify the State promptly of any known break down to ensure coordination is made with all affected parties.

f. Billing

- i. Free time – Vendors shall allow the State two (2) hours of free time for each tasked mission. Arrival and departure times must be annotated on the bill of lading to properly document any free time.
- ii. Loaded mile – Vendors shall bill by the loaded mile. Loaded mile starts at the point of origin and ends at consignee's location.
- iii. Dead-heading
 1. To point of origin – The State understands that no resource is at the required point of origin, and may be dispatched within the region. A maximum of 250 miles is authorized for dead-heading to the point of origin. Drivers must properly document beginning miles to point of origin and ending miles at point of origin in order to properly audit dead-head miles. Proper documentation may include a copy of the driver's USDOT log book, or adding start and stop miles on the bill of lading, and providing a copy of the driver's USDOT log book upon request by the State. Failure to comply with this requirement will result in the vendor not being reimbursed.
 2. Bobtail services – The State may require the vendor to either pick up or deliver a trailer at a location anywhere in North Carolina. When tasked to provide bobtail services, dead-head mileage shall be billed when going to or from point of origin/consignee, and loaded mileage shall be billed when transporting the trailer to or from point of origin/consignee. A maximum of 250 miles is authorized for dead-heading to/from point of origin/consignee when providing bobtail services. Bobtail services shall not be billed when not requested by the State.
- iv. Detention time – When not tasked to perform fleet short-haul services, and the driver is held for more than two hours at point of origin or consignee by the State, then the vendor shall bill detention time at the quoted price in quarter hour increments. Arrival and departure times must be annotated on the bill of lading to properly document any detention time.
- v. Refrigerated trailer fuel – The State is responsible for refilling refrigerated trailer fuel tanks during long term use. Prices quoted by the vendor include full fuel tanks in refrigerated trailers at time of order, and the State shall not be billed for refueling refrigerated trailers upon full return to the vendor or the end of the tasked mission.
- vi. Fuel Surcharge – Fuel surcharge is a billable expense during tasked dead-head and loaded mile transportation missions. To calculate fuel surcharges, the following shall be used:
 1. The U.S. Energy Information Administration weekly U.S. East Coast PADD1 fuel price tables for petroleum and other liquids (found at <http://www.eia.gov/petroleum/gasdiesel/>) shall be used to establish the cost of fuel during the tasked mission;
 2. The vendor will provide appropriate documentation demonstrating all authorized loaded and dead-head miles for the tasked mission;
 3. The vendor quoted cent per mile fuel surcharge table shall be used to identify the cost per mile for fuel surcharges; and
 4. The total amount of authorized miles times the fuel surcharge cost per mile shall be the total fuel surcharge billed for each tasked mission.
- vii. Team driving – Team driving shall not be billed to the State unless team drivers are officially requested by the State. When the State requests team driving, then the vendor shall bill a separate line item of "team driver," and the cost shall be the same rate of loaded or dead-head mileage for the second driver. Each line item shall be documented on the bill by each tasked mission.
- viii. Fleet services – When vendors are tasked to provide fleet services, then the allowable billable cost per resource shall be the vendor quoted daily rate or total of above billable costs, whichever is the lessor of the two. Fleet services shall only be billed if the State specifically requests such services, and only those resources providing fleet services shall be billed in this manner.

- ix. Highway use fees and accessorial charges – The vendor shall not bill the State for highway use fees, and accessorial charges including, but not limited to, the following as provided under Chapter 32 of the Internal Revenue Code:
 - 1. Inspection tax;
 - 2. State road use tax;
 - 3. State sales and use tax;
 - 4. Federal tax;
 - 5. Superfund charge;
 - 6. LUST fee;
 - 7. NORA fee; and the
 - 8. Oil Spill Liability Trust Fund.
- x. On and off-site coordination
 - 1. On-site coordination shall be billed at the vendor quoted hourly rate starting with the time of request to time of release. Only actual working hours – to include travel time – shall be billed in increments of quarter hours, with a one (1) hour minimum per event if this service is requested by the State. No on-site coordination shall be billed to the State if services are not specifically requested.
 - 2. Off-site coordination shall be billed at the vendor quoted hourly rate for actual time coordinating transportation services between the State and drivers. Only actual working hours shall be billed in increments of quarter hours, with a one (1) hour minimum per event if this service is requested by the State. No off-site coordination shall be billed to the State if services are not specifically requested. Vendors shall keep a detailed contact log, and provide such log to the State with the invoice to validate such costs.

5.1 QUESTIONS TO VENDOR

Vendor shall respond to each of the following questions. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

a. Vendor Owned Capabilities

Type of Resource	Total Available Resources	Available Upon Hours of Notification ¹		
		24 HRS	48 HRS	72 HRS
OTR Tractor With a Wet Line Kit	0	n/a	n/a	n/a
OTR Tractor Without a Wet Line Kit	0	n/a	n/a	n/a
Box Truck (Straight)	0	n/a	n/a	n/a
Cargo Van	0	n/a	n/a	n/a
Dry Van (Freight) Trailer ²	0	n/a	n/a	n/a
Flatbed Trailer Without truck mounted Forklift (Brand Example: Moffett)	0	n/a	n/a	n/a
Flatbed Trailer With truck mounted Forklift (Brand Example: Moffett)	0	n/a	n/a	n/a
Low-boy and/or Sliding Axle Trailer	0	n/a	n/a	n/a
Refrigerated Trailer	0	n/a	n/a	n/a

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

² By identifying the number of available trailers, the vendor certifies that such equipment comes with applicable fuel tanks, hoses, fittings, couplings, straps, hoists, webbing, dunnage, chains, ratchets, load balancing, load stabilization and any other needed devices.

b. Vendor Leased or Sub-Contracted Capabilities

Type of Resource	Total Available Resources	Available Upon Hours of Notification ¹		
		24 HRS	48 HRS	72 HRS
OTR Tractor With a Wet Line Kit	100+	10	20	40
OTR Tractor Without a Wet Line Kit	5300+	50	100	150
Box Truck (Straight)	100+	10	20	40
Cargo Van	100+	10	20	40
Dry Van (Freight) Trailer ²	5300+	50	100	150
Flatbed Trailer Without Moffett Forklift	1000+	40	60	80
Flatbed Trailer With Moffett Forklift	100+	10	20	40
Low-boy and/or Sliding Axle Trailer	500+	25	50	75
Refrigerated Trailer	1000+	50	100	150

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

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

5.2 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the State, up to 2 months after such end date all such reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

John Poucher, Purchasing Agent, NC Department of Public Safety, Departmental Purchasing & Services, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 324-6474, is designated as the Contract Officer for the Department.

The Vendor shall designate and make available to the State a project manager. The project manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

- I. Contract Points of Contact – The vendor shall provide point of contact information (name, address, e-mail, phone, etc.) for the following:
 - a. Contract administrator
 - b. 24-Hour emergency order representative
 - c. Accounts Payable/Receivable representative

6.4 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

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

**The remainder of this page is intentionally left blank
Attachments to this RFP begin on the next page.**

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

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9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
10. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any proposal by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
12. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
13. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
14. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
15. **TABULATIONS:** Proposal tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. Click on the IPS BIDS icon, click on Search for Bid, enter the proposal number, and then search. Tabulations will normally be available at this web site not later than one working day after the proposal opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

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16. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.
 17. **WITHDRAWAL OF PROPOSAL:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
 18. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this RFP and in formal Addenda issued through IPS.
 19. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
 20. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 21. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself.
 22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

In case of default by the Vendor, the State may procure the services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the State

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.

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7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
10. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9).
12. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **INSURANCE:**

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
15. **INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the State's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Vendor's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) specified therein in accordance with paragraph 21 of Attachment A: Instructions to Vendor.
18. **TERMINATION FOR CONVENIENCE:** The State may terminate this contract at any time by 60 days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for services satisfactorily completed by the Vendor, less payment or compensation previously made.
19. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or

organization without the prior written approval of the State.

20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of this contract or purchased by or for the State for this contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.
21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be an become the property of the State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the State a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract to a location outside of the United States.

23. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
24. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda thereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

25. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
26. **WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28. ACCOUNTABILITY: Employees of other public and private organizations providing a service to the agency are accountable to the North Carolina Department of Public Safety (DPS) Departmental Purchasing Contract Administrator and the facility head or designee of the program in which they work. The facility head or designee shall report all non-compliance issues in writing to the North Carolina DPS Departmental Purchasing Contract Administrator. The North Carolina DPS Departmental Purchasing Contract Administrator shall work with the employee of the public or private organization providing the service in order to bring performance up to expectations or terminate services if the conditions justify.

29. ESCALATION CLAUSE: Prices offered herein shall be firm for a period of one (1) year from the date of initial contract performance. If the contract provides for an option year(s) and the Department exercises that option(s), the contractor may request a price increase for that year but it must not exceed the change in points during the previous twelve (12) month period in the *Consumer Price Index-All Items (All Urban Consumers: 1982-1984) or 5%, whichever is less. If the requested increase is in compliance with these specified limitations, the new price will be effective thirty (30) days from the date the request is received by the Department.

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; www.bls.gov

30. ALCOHOL/DRUG FREE WORK PLACE POLICY: A copy of the Department's Alcohol/Drug Free Work Place Policy is attached (ATTACHMENT 1) to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.

31. PREA: The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another inmate or by staff, volunteer, Offeror, contractor or agent. Staff, volunteers, Offerors, contractors or agents are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with inmate or juvenile must be professional at all times. Any sexual act between an inmate or juvenile and staff, volunteer, Offeror, contractor or agent violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina and federal law neither an inmate nor a juvenile can consent to engage in sexual activity with staff, volunteers, Offerors, contractors or agents. Any such activity is considered to be against the will of the inmate or juvenile in the eyes of the law – without respect to what the inmate or juvenile might say.

Additionally, it is a crime to sell or give any inmate or juvenile any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; to convey to or take from an inmate or juvenile any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with an inmate or juvenile for clothing or stolen goods or to sell an inmate or juvenile any article forbidden by rules or DPS policies.

As a valued employee of DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@doc.state.nc.us, or the DPS Communications office at (800) 368-1985. By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.

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ATTACHMENT C: PRICING

The Cost Proposal shall be submitted and contain:

Short Haul Services

TRUCKS WITH DRIVER	LOADED MILE RATE	DEAD-HEAD MILE RATE
Tractor with wet line kit and no trailer (bobtail service)	\$	\$ 4.75
Tractor without wet line kit and no trailer (bobtail service)	\$	\$ 3.55
Tractor without wet line kit and with 48 or 53 foot dry van trailer, with or without lift gate	\$ 3.55	\$ 2.50
Box truck (straight) with or without lift gate	\$ 2.80	\$ 2.30
Tractor without wet line kit and with refrigerated trailer	\$ 4.75	\$ 3.00
Tractor with wet line kit and with low-boy or sliding-axle trailer	\$ 7.55	\$ 4.55
Detention time hourly rate	\$ 60.00	\$

Leased Trailers

TRAILER RENTAL RATES	DAILY	WEEKLY	MONTHLY
48 foot dry van (freight) trailer with or without lift gate	\$ 75.00	\$ 350.00	\$ 800.00
53 foot dry van (freight) trailer with or without lift gate	\$ 75.00	\$ 350.00	\$ 800.00
Low-boy or sliding axle trailer	\$ 275.00	\$ 1,200.00	\$ 4,000.00
Refrigerated trailer	\$ 175.00	\$ 850.00	\$ 2,600.00

Coordination Services¹

Hourly rate for on-site transportation coordination (anywhere in NC)	\$ 150.00
Hourly rate for off-site transportation coordination	\$ 50.00

¹ Coordination service rates includes any associated travel, per diem, and administrative costs.

Cent Per Mile Fuel Surcharge Table

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

EIA Weekly PADD1 Fuel Price	Charge Per Mile	EIA Weekly PADD1 Fuel Price	Charge Per Mile	EIA Weekly PADD1 Fuel Price	Charge Per Mile
\$1.980 - \$2.039	\$ 0.36	\$2.940 - \$2.999	\$ 0.52	\$3.900 - \$3.959	\$ 0.68
\$2.040 - \$2.099	\$ 0.37	\$3.000 - \$3.059	\$ 0.53	\$3.960 - \$4.019	\$ 0.69
\$2.100 - \$2.159	\$ 0.38	\$3.060 - \$3.119	\$ 0.54	\$4.020 - \$4.079	\$ 0.70
\$2.160 - \$2.219	\$ 0.39	\$3.120 - \$3.179	\$ 0.55	\$4.080 - \$4.139	\$ 0.71
\$2.220 - \$2.279	\$ 0.40	\$3.180 - \$3.239	\$ 0.56	\$4.140 - \$4.199	\$ 0.72
\$2.280 - \$2.339	\$ 0.41	\$3.240 - \$3.299	\$ 0.57	\$4.200 - \$4.259	\$ 0.73
\$2.340 - \$2.399	\$ 0.42	\$3.300 - \$3.359	\$ 0.58	\$4.260 - \$4.319	\$ 0.74

\$2.400 - \$2.459	\$ 0.43	\$3.360 - \$3.419	\$ 0.59	\$4.320 - \$4.379	\$ 0.75
\$2.460 - \$2.519	\$ 0.44	\$3.420 - \$3.479	\$ 0.60	\$4.380 - \$4.439	\$ 0.76
\$2.520 - \$2.579	\$ 0.45	\$3.480 - \$3.539	\$ 0.61	\$4.440 - \$4.499	\$ 0.77
\$2.580 - \$2.639	\$ 0.46	\$3.540 - \$3.599	\$ 0.62	\$4.500 - \$4.559	\$ 0.78
\$2.640 - \$2.699	\$ 0.47	\$3.600 - \$6.659	\$ 0.63	\$4.560 - \$4.619	\$ 0.79
\$2.700 - \$2.759	\$ 0.48	\$3.660 - \$3.719	\$ 0.64	\$4.620 - \$4.679	\$ 0.80
\$2.760 - \$2.819	\$ 0.49	\$3.720 - \$3.779	\$ 0.65	\$4.680 - \$4.739	\$ 0.81
\$2.820 - \$2.879	\$ 0.50	\$3.780 - \$3.839	\$ 0.66	\$4.740 - \$4.799	\$ 0.82
\$2.880 - \$2.939	\$ 0.51	\$3.840 - \$3.899	\$ 0.67	\$4.800 - \$4.859	\$ 0.83

Fuel Surcharge Scale Continuation: Add 1 cent per mile for every 6 cents per gallon increase in the fuel index

Daily Rate for Tractor and Trailer

Fleet Services	Solo Driver DAILY	Team Driver DAILY
Tractor with wet line kit and no trailer (Bobtail Service)	\$ 850.00	\$ 1,150.00
Tractor without wet line kit and no trailer (Bobtail Service)	\$ 750.00	\$ 1,050.00
Tractor without wet line kit and with dry van trailer, with or without lift gate	\$ 1,000.00	\$ 1,400.00
Box truck with or without lift gate	\$ 750.00	\$ 1,150.00
Tractor without wet line kit and with refrigerated trailer	\$ 1,300.00	\$ 1,700.00
Tractor with wet line kit and with low-boy or sliding-axle trailer	\$ 1,400.00	\$ 1,800.00

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: BAT Logistics

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

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

Date of latest audit: 2015

The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

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

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

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

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below:

Shawn A Rorie 04/22/2016
Signature Date

Shawn Rorie President/Owner
Printed Name Title

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

ATTACHMENT F: ALCOHOL/DRUG-FREE WORK PLACE POLICY

POLICY

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free work place, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

ATTACHMENT G: CERTIFICATION OF ELIGIBILITY

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* * requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: BAT Logistics

By: <u>Shawn A Rorie</u>	<u>04/22/2016</u>
Signature	Date
<u>Shawn Rorie</u>	<u>President/Owner</u>
Printed Name	Title

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

Attachment 1

**TRAILER INTERCHANGE AGREEMENT**

This agreement is entered into by and between BAT Logistics, Inc. ("Broker") and North Carolina Department of Public Safety, Division of Emergency Management ("User").

In consideration of the mutual undertakings of the parties here to, as set forth herein, it is agreed that User may interchange leased or controlled trailers ("Equipment") subject to the following terms and conditions.

1. Equipment – The term Equipment as used herein shall refer to any trailers leased or controlled by Broker.
2. Points of Interchange – The specific points of interchange shall be at the points mutually agreed upon between the parties. At the time of interchange an authorized representative of each party shall execute an Interchange Receipt and Inspection Form and copies will be made for each party.
3. Use and Return – User agrees that the Equipment will be utilized only for transportation and to return Equipment to the Broker in the city at the terminal where received, unless otherwise specified by Broker. User shall be responsible for the safe and timely return of the Equipment to Carrier, ordinary wear and tear excepted. User agrees not to interchange Equipment obtained from Broker hereunder with third parties.
4. User's Responsibilities – User shall accept responsibility for all leased power units as if they were User's own employee and vehicles. Proper identification on tractors is mandatory and is an obligation of the User. User shall have complete control and supervision of such Equipment and such Equipment shall be operated under its authority while in its possession, and Broker shall have no right to control the detail of the work of any employee or agent operating or using said Equipment during such time. Any person operating, in possession of, or using said Equipment after parties hereto sign an Inspection Report and until proper form is signed returning the Equipment to Broker, is not the agent or employee of Broker for any purpose whatsoever.
5. Taxes – User shall bear the cost of all federal, state or municipal taxes, fines, fees or charges levied or imposed or arising out of the use of the Equipment while in its possession, until proper return to Broker.
6. Indemnification – User agrees to indemnify, defend and hold Broker harmless from and against any and all loss, damage, liability, cost, or expense, including but not limited to attorney's fees, suffered or incurred in connection with injuries or death of any person, or

Attachment 1

loss of or damage to any property, arising out of use, operation, or maintenance of said Equipment until such Equipment has been returned to Broker and receipt issues therefor. The obligations assumed by User pursuant to this paragraph shall apply regardless of any contributing act or omissions, whether negligent or not, on Brokers part.

7. Insurance – Before commencing any work hereunder, User shall procure, and shall thereafter maintain in force during the period of this Agreement, all of its own insurance, with insurance companies satisfactory to Broker, covering all the work and services to be performed hereunder by User and each of its subcontractors:
 - a. User agrees to maintain for the duration of this Agreement, insurance coverage for owned and hired automobile liability including bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent.
 - b. User agrees to maintain for the duration of this Agreement, insurance coverage for physical damages insurance for loss or damage to Equipment while in care, custody and/or control of the User. Such coverage may be written on an actual cash value basis per unit, but in no amount less than \$20,000.
 - c. User agrees to maintain for the duration of this Agreement, insurance coverage for cargo loss and insurance for loss and damage to lading contained in the Equipment while in the care, custody, and/or control of the User. Such coverage shall be in the minimum amount of \$250,000.
 - d. All certificates of insurance must provide Broker a minimum of thirty (30) days' notice to cancellation.
8. Maintenance of Equipment – Ordinary maintenance and other service adjustments on Equipment, tires excluded, occasioned by ordinary use will be:
 - a. Absorbed by the User when costs thereof do not exceed \$50.00, exclusive of service charge
 - b. Billed to Broker in its entirety when costs thereof would exceed \$50.00; provided, however, that Broker's authorization is obtained prior to commencement of repairs when the costs thereof is estimated to exceed \$100.00. Broker will not be responsible for any other consequential costs. Bills against Broker for ordinary maintenance of Equipment shall be tendered within thirty (30) days from the date the repairs were completed, unless otherwise agreed upon.
9. Tires – Broker shall furnish Equipment with tires and tubes of proper size at the time of interchange. Thereafter, until the Equipment is returned to the Broker, repairs to tires and tubes shall be made by and at the expense of User. When an unserviceable tire or tube is replaced, it must be with a new tire/tube or newly recapped tire. When a tire is replaced, the empty tube should be reapplied if serviceable. User shall return the blow-out or unserviceable tire to Carrier.
10. Damage or Loss to Equipment – The User shall be responsible for all damages and losses, occurring while in its possession, to the Equipment of Broker. In the event of total

Attachment 1

loss of Equipment, User shall pay to Broker the commercial value of the trailer at the time it was interchanged.

- 11. Dispute Resolution – If any suit shall be brought against either party and a judgement recovered which such party will be compelled to pay, and the other party shall, under the provision of this Agreement, be solely liable therefore, such other party on demand shall promptly repay the party paying the same all money which it (the party paying the same) is required to pay, including damages, costs, fees, or other expenses. Neither party shall be bound by any judgement at law or in equity against the other party unless it has had reasonable notice from such other party requiring it to appear in an action or suit and make defense thereto for its own account or jointly with the other party. If such notice shall have been given by either party to the other party or the party receiving the same shall fail to appear or make defense, thereupon it shall be bound by the judgement or decree in the suit.
- 12. Miscellaneous – The laws of the State of Ohio shall govern this Agreement in all its aspects, including execution, interpretation, performance, and enforcement. This agreement together with all exhibits shall constitute the entire agreement between the parties, and no oral amendment or medication thereof shall be permitted.
- 13. Term and Termination – This agreement is in effect from the date shown herein, and shall continue in effect until terminated by either party, giving the other party ten (10) days advance notice of termination, in writing, addressed to the other party. Any Equipment in the possession of the User on the date of termination must be returned to Broker within seventy-two (72) hours. If Equipment is not returned by User and it becomes necessary for Broker to have the Equipment returned, User shall bear all expenses for return of Equipment.

IN WITNESS WHEREOF, this Trailer Interchange Agreement is executed between the parties as of the 22nd day of April, 2016.

Broker: BAT Logistics

By: Shawn A Rorie

Printed: Shawn Rorie

User: NC Dept. of Public Safety

By: _____

Printed: _____

