

**REQUEST FOR PROPOSAL  
LOGISTICAL SERVICES  
EMERGENCY STANDBY SERVICES AND HEAVY EQUIPMENT**

**DESCRIPTION OF SERVICES**

This Request for Proposals (“RFP”) is issued in accordance with the requirements of Section 41-16-72(4), Code of Alabama (1975). This RFP is not an offer to contract but seeks the submission of proposals from qualified, professional respondents that may form the basis for negotiation of a contract or agreement. The *Alabama Emergency Management Agency (“AEMA”)* reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the State of Alabama.

The State of Alabama is soliciting proposals from qualified organizations that have extensive experience in providing disaster logistical services. The State requests proposals from responsible Respondents whose proposal is determined to be in the best interests of the State.

AEMA anticipates leasing the items or services, shown on the bid sheet(s), for a period of any contract resulting from this bid. The Respondent shall supply the actual items or services ordered at the bid prices regardless of whether such total quantities are more or less than anticipated. The resulting contract will be subject to annual appropriated funding.

AEMA will determine whether the Respondent is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in providing logistical services. The Respondent shall identify necessary experienced personnel and facilities to support the activities requested in this RFP. The Respondent must have a proven history of providing emergency standby services for heavy equipment and “turnkey” services. The Respondent must have the financial resources to effectively perform the services required under this contract and must furnish an independent, certified audit or financial statement for the last fiscal period prior to submission of its proposal. The Respondent must be able to demonstrate the availability of adequate resources to fulfill the responsibilities listed below. The Respondent shall include trained staff with experience in the Federal Emergency Management regulatory process. The Respondent shall have adequate personnel dedicated to contract administration and supervision addressing day-to-day contract administration concerns and questions.

The Respondent shall not begin any work until they have obtained the following types of insurance and certificates of insurance have been received by AEMA. The Respondent must keep in force during the period of any contract a general liability insurance policy or policies with a company authorized to do business in Alabama affording public liability insurance with a combined bodily injury insurance limits of at least \$150,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$150,000 each occurrence, for services rendered in accordance with any contract executed.

Any contract entered into as a result of this RFP will be issued with no guaranteed quantity of services, and the usage of the contract is completely dependent upon the needs at the time of the emergency or disaster.

1. **Requirements:**

1. AEMA is in need of an emergency response contractor that can provide equipment, services and additional manpower to provide assistance in emergencies and disasters. The Respondent must have availability of a wide variety of emergency response and recovery resources including, but not limited to, generators, pumps, material handling equipment, portable field HVAC plants, cranes, temporary field facilities (tents and field offices), portable restrooms, showers and feeding equipment and services, hazardous materials response equipment, disaster management operations equipment, equipment operators and support personnel. The services, equipment and personnel must be delivered in a timely manner to meet the needs of the disaster or emergency.
2. The resulting contract will be established in order to permit AEMA or local governmental entities to respond immediately and effectively with needed products and services in the event the Governor or Legislature of the State of Alabama issues a "State of Emergency." Local governments may participate under these contracts as permitted by law. The resulting contract will be used at the direction of AEMA during a declared "State of Emergency." AEMA may acquire services or equipment, or make services or equipment available under the resulting contract to local governments during an emergency or disaster. The Authorized User shall be solely responsible for issuing a valid purchase order or lease agreement for performance and payment under the intended contract.
3. Time is of the essence for the performance of this Contract. The Respondent must understand that the services, equipment and personnel must be delivered in a timely manner following a request during times of an emergency or disaster.
4. AEMA will reserve the right to acquire part or all of the services offered by the Respondent from other available resources as deemed necessary in the best interest of the State.
5. The Respondent responsibilities include but not limited to the following:  
**Pre-Declaration:**
  1. Receive emergency phone calls 24/7
  2. Participate in pre-activation conference calls
3. Provide management personnel at AEMA Emergency Operations Center

**Post Declaration:**

1. Respond to missions in a timely manner
2. Provide on-site deployment and installation services for each piece of equipment requested within 12 hours
3. Provide near real time project tracking and accountability for all missions
4. Participate in the State's Emergency Management Information System
5. Provide on-site maintenance of provided equipment for equipment deployed over 48 hours.
6. Provide emergency refueling of equipment if tasked
7. Recover equipment from tasked locations and make available for re-tasking
8. Conduct final recovery of equipment at the end of the mission.

6. The Authorized User shall specify the end point of delivery for products, equipment or services. The Respondent shall be responsible for obtaining and paying all fees for all duties, tariffs, highway or other special permits.

7. The allowable fuel indexed surcharge will be based upon the cost of fuel during the time the contract is activated. The contractor will supply AEMA with the U.S. Department of Energy fuel cost for that week of usage and the surcharge chart at the time of invoice.

8. Prices bid at the time of contract activation shall be assumed to include all applicable delivery, freight, and shipping charges unless otherwise specified. Certain sales and excise taxes may not be applicable to the State of Alabama or its Authorized Users. Tax exemption certificates from Authorized Users shall be furnished upon request. If taxes are included in net prices, they must be deducted from the final cost.

9. Product/Services quantities which may be required during an actual emergency are unknown by the parties at this time. It is anticipated that Contractor will give first priority demand for product/services from Contractor's regular sources of supply at the rates set forth in this contract, which sources may include inventory generally maintained by Contractor or on Contractor's behalf by other third party supplier; ("regular supply chain"). However, in the event that product/services required by an ordering entity during an actual emergency are not regularly maintained in inventory or exceed the quantities then available from Contractor's regular supply chain ("excess quantity order"), the ordering entity may authorize Contractor to procure such excess quantities on its behalf. Where so authorized. Contractor shall use its best efforts to obtain such excess quantity on behalf of the ordering entity, time being of the essence. The highest standard of care shall be imposed on Contractor to procure such products and services at the lowest, then current fair market price available to the Contractor in order to protect the interests of the ordering entity. As to authorize excess quantity orders only, whether or not such product/services are listed under any "Response Rate" or "Natural Disaster" Rate Schedules, Contractor shall be entitled to reimbursement in an amount equal to the price paid by Contractor plus a handling charge of 15%. Any invoice for excess quantity orders must contain a certification by Contractor that the excess quantity was not available in Contractor's regular supply chain. All other terms and conditions of this Contract shall apply to such orders. For all other orders, payment shall be made in accordance with and not to exceed the rates set forth in the contract.

10. **TERMS FOR LEASE / RENTAL PRODUCTS:** The following terms apply to contract products which are available on a temporary rental or short term lease basis:

**Point of Return/Pick-Up:** At the time of order placement, AEMA and Contractor shall agree upon the point of return for all leased/rented products. Authorized Users (requestors under a mission tasking) shall be responsible for return of Product to the designated pickup point at its cost and expense. In the absence of a stated point of return, the default shall be the point of delivery.

**Right to Move Equipment:** Authorized Users with the PRIOR APPROVAL of both the Response Operations Division and the Contractor will have the right to Product Identification and Tracking: The Contractor shall be responsible for attaching a clear property tag to every piece of equipment leased, as well as a satellite or GPS transponder to each major piece of equipment for purposes of tracking. The Contractor shall work with the AEMA to account for the location, in near real time, of all tagged assets. This shall include integration to every extent possible, into EMITS. Where equipment has been identified or labeled with a tracking transponder, GPS, identification number, any numbering, lettering, or insignia displayed on the equipment will not be altered, disfigured or covered - up.

11. **LEASED EQUIPMENT: Condition Report** - Product delivered shall be in good to excellent working condition. All equipment will be delivered to the "Authorized User" / Division fully operational, minus fuels. No equipment will be required to be "prepped" prior to deployment outside of adding fuels. Any equipment arriving in an un-prepped condition will NOT be included in the invoice billing period until the contractor can demonstrate it is in "run condition" An inspection of each piece of equipment shall be conducted upon receipt. A signed, written equipment condition report shall be provided to an employee or agent of the Authorized User at the time of delivery. If the equipment as delivered does not meet the contract terms or is in a state of disrepair, it shall be returned and another delivered all at the Contractor's expense. A similar written report shall be prepared at the time of pickup prior to removal. No equipment will be received or removed without this report. As necessary, digital photographs shall be taken of all equipment prior to deployment and upon return to document condition and any claimed damage. Reasonable wear and tear will be considered part of the lease payments to include minor scratches in paint, abrasion and non-structural or operational imperfections.

12. **MAINTENANCE AND REPAIRS OF HEAVY EQUIPMENT:** Unless otherwise agreed upon at the time of the lease, for heavy equipment the Authorized User shall be responsible for costs associated with fuel and lubricating oil. Tire replacement, if needed, will be arranged through the Contractor. The Contractor shall provide verbal and written instructions to the Authorized User's representative detailing the proper lubrication procedures for each rental unit. In addition, the Contractor shall provide the Authorized User with an Operations and Maintenance Manual and maintenance schedule for each rental unit at the time of delivery. The Authorized User will keep the Contractor advised where the equipment is located. Equipment field and final maintenance on heavy equipment WILL be included in the lease, line itemized by the Contractor and agreed to by the Authorized User. Downtime: Equipment which has failed shall be replaced within 6 hours after notification by the Authorized User unless otherwise agreed upon by the Authorized User. Failure to replace such equipment may be grounds for breach and termination of this contract for cause by the State.

13. The rental price includes: (i) lease price, (ii) all administrative, reporting and overhead costs to include routine equipment maintenance, and (iii) profit. The rental price list does not include the cost of: (i) shipping to point of delivery; (ii) mobilizing equipment from point of use to the point of return/pick-up, and (iii) insurance coverage pursuant to paragraph above, if any, which costs may be added to the invoice payable by Authorized User.

14. **RISK OF LOSS/INSURANCE:** The Authorized Entity shall be responsible for risk of loss from the point of delivery to the point of return site. If physical damage to rental equipment is caused by neglect or misuse by the Authorized User, necessary repair or replacement costs will be borne by the Authorized User renting the equipment. The Authorized User at its discretion may require the Contractor to obtain insurance coverage for this risk, in which case the cost of such coverage may be added to any purchase order issued hereunder with prior approval from the Authorized Entity. With respect to delivery and pick-up on the return, the Authorized User may require the Contractor to pick-up the equipment and deliver it to the point of return and if so required, the Contractor shall maintain or require its haulers to maintain cargo insurance with at least a one million dollar single liability limit and all insurance required by any state through which the cargo is transported. If this option is exercised, the Contractor shall be required to obtain insurance coverage, and the cost of such coverage may be added to any purchase order issued hereunder with prior approval from the Authorized User.

15. **Local Hires.** Contractors must agree to utilize local qualified personnel to supplement overall staffing to every extent possible, both to reduce overall costs, and to reemploy locally affected personnel where possible. Contractor is responsible for determining qualifications, certifications and legal status to work requirements, and comply with all applicable State of Alabama labor laws. Contractor will be responsible for all hiring, including background checks, qualifications, and payment of salary, taxes and benefits for all locally hired personnel. The Contractor shall pay local hires every seven (7) days regardless of the Contractor's receipt of payment from the Authorized User for the proportionate share of the payment received for work performed by local hires under the contract, or to notify AEMA and the local hire(s), in writing, of the Contractor's intention to withhold payment and the reason.

## QUALIFICATION REQUIREMENTS

The Respondent has a continuing obligation to disclose information throughout the RFP process should any qualifications or situations change that might render the Respondent as an unqualified candidate.

The following are the minimum qualifications:

- (a) The Respondent must have a proved history of providing emergency standby services for heavy equipment and “turn- key” services.
- (b) The Respondent shall be able to demonstrate the availability of adequate resources to fulfill the responsibilities listed below. The Respondent shall provide AEMA with a list of the vendors it plans to use in the event of activation of the contract. The Respondent must use vendors listed on state contracts with the Alabama Finance Department, if available and cost effective. The Respondent must have trained staff with experience in the FEMA regulatory process.
- (c) The Respondent will be qualified with the Secretary of State to conduct business in the State of Alabama, if selected. For more information, visit the Secretary of State website at [www.sos.alabama.gov](http://www.sos.alabama.gov) and click Corporations.
- (d) The Respondent shall have the financial resources to effectively perform the services required under this RFP and must furnish an independent, certified audit or financial statements for the last fiscal period prior to submission of its proposal.
- (e) The Respondent covenants that it will have no interest, direct or indirect, that will conflict in any manner or degree with the performance of its contract services. The Respondent further covenants that, in the performance of the contract, the Respondent shall employ no person having any such known interests.
- (f) The Respondent has a policy and practice of equal employment opportunity and non-discrimination based on age, race, creed and/or gender.
- (g) The Respondent attests that all workers providing the services described in this RFP are either citizens of the United States or are in proper and legal immigration status that authorizes them to be employed for pay within the United States.

In addition to the Minimum Qualifications, the successful firm must demonstrate knowledge of logistics and specialized experience in the field of emergency management. Preference will be given to those firms who have successfully provided similar services to the federal, state, or local governments. **The State of Alabama has the right to exercise any or all options according to its needs and available funding including but not limited rejecting a bid in excess of its funding for the Project.**

Interested firms shall submit a proposal and Statements of Qualifications (SOQ) that include:

- The name of the firm, its principal place of business and office locations.
- General information on the firm and its experience.
- Provide details of any claims, disputes, litigation, SEC or state regulatory action, or other legal proceedings relating to your firm or individual personnel in the three preceding years.

- Provide details of any claims, disputes, litigation or other legal proceedings where your firm is involved with the State of Alabama or any of its agencies, or has been involved, in the three preceding years.
- Describe any activities in which you or your firm is engaged which may constitute a conflict of interest.
- A statement of the firm's qualifications as they apply to this project and including only those projects completed within the past five years. Describe any direct experience with providing logistical services in FEMA Region IV within the past 5 years.
- The names and contact information of five clients who may be contacted at least on projects similar to this project.
- The proposed approach to conduct the work.
- The qualifications of proposed staff, including a description of their role and availability to work on the project. Provide a resume or brief description of each person's background.
- Identify the principal person or team who would be assigned to this project.
- Will the staff initially assigned to this project remain consistent until the project completion? If not, please provide additional information.
- Rates and **cost for each piece of equipment or services provided**

**SELECTION CRITERIA:**

All proposals timely received will be reviewed by the Selection Committee. The Committee will recommend proposals to AEMA's General Counsel that most closely meets the requirements of the RFP.

Discussions and/or Presentations. After the review and evaluation of the proposals, AEMA's General Counsel or Committee may conduct interviews. Finalists chosen for interviews will be notified, if applicable. AEMA's General Counsel reserves the right, in his sole discretion, to award a contract based upon the written proposals received without additional discussion or negotiations.

Selection. AEMA's General Counsel will select the respondent the General Counsel determines, in his sole discretion, to be fully qualified and best suited among those submitting proposals to fulfill the purposes of the RFP in a cost effective manner. The following will be used in making the selection.

1. Company experience and qualifications
2. Proposed project staff's qualifications and experience. Previous relevant experience including providing logistical services in FEMA Region IV.
3. Rates and total project cost
4. Outline of the project approach
5. References
6. Availability to commit adequate resources to provide timely response
7. Preferences will be given to vendors in accordance to § 41-16-20(b)(3), Code of Alabama 1975, as amended. Ala. Code Section 41-16-20(b)(3) provides a preference for companies organized for business under the laws of the state as a corporation, partnership or professional association and has maintained at least one retail outlet or service center for the product or service within the state for not less than one year prior to the Submission Deadline.

**Pursuant to section 41-16-72(4), the State of Alabama reserves the right to accept or reject any or all proposals to this RFP and will select the winning proposal based on the criteria above.**

## **REQUIRED INFORMATION.**

Proposals should be as thorough and detailed as possible so that your capabilities to provide the required services can be properly evaluated.

To be considered, responses to this RFP must include: (1) brief transmittal letter, (2) Section A, Statement of Fees with total project cost; (3) Section B, Certification; and (4) Disclosure Statement. All proposals submitted in response to this RFP must include one original and completed Disclosure Statement as required by Section 41-16-80, et seq., Code of Alabama (1975). Copies of the Disclosure Statement, and information, may be downloaded from the Alabama Attorney General's web site at [www.ago.alabama.gov/ag\\_items.cfm](http://www.ago.alabama.gov/ag_items.cfm).

The RFP should be limited to 25 pages, not including attachments (resumes, photographs, charts, etc., if desired). Interested parties must submit one original and four copies no later than 4:00 p.m., Central Standard Time, **October 31, 2014** (the "Submission Deadline") to:

Bryan K. Prescott  
General Counsel  
Alabama EMA  
5898 County Road 41  
P. O. Drawer 2160  
Clanton, AL 35046-2160

**Submission Deadline.** It is the responsibility of the Respondent to ensure that its proposal is timely delivered and received in the AEMA's Office on or before the Submission Deadline. AEMA will not consider proposals received after the Submission Deadline. AEMA assumes no responsibility for late delivery by the U.S. Mail, the State's Central Mail Facility, a commercial courier service, or any other method of delivery selected by the Respondent.

All programmatic questions should be directed in writing by or before **October 24, 2014**, to Sam Guerrero at [sam.guerrera@ema.alabama.gov](mailto:sam.guerrera@ema.alabama.gov) or by mail to

Sam Guerrero  
Alabama Emergency Management Agency  
P.O. Drawer 2160  
Clanton, Alabama 35046-2160

Any oral communications shall be considered unofficial and nonbinding on AEMA. Written responses to written comments shall be posted on the AEMA's website.

Discussions initiated by the Respondent with AEMA staff other than Sam Guerrero concerning this RFP prior to contract award may be grounds for elimination from the selection process.

**AGREEMENT.**

All duties of the Respondent shall be set forth in a contract agreement between the Respondent and AEMA. The contract will incorporate reference to the requirements of the RFP and the Respondent's proposal as negotiated.

State law prohibits AMEA from agreeing to (1) indemnify the Respondent; (2) waive the right for jury trial; (3) grant a security interest; or (4) binding arbitration. Additionally, it is mandatory that Alabama laws apply to the performance of the contract and that jurisdiction and venue be in Montgomery, Alabama for state and federal courts.

**PUBLIC INFORMATION**

All responses received will be subject to the Alabama Open Records Act, §36-12-40, Code of Alabama and may be subject to public disclosure upon request. The Open Records Act is remedial and should therefore be liberally construed in favor of the public. The Alabama Trade Secrets Act is §8-27-1 through §8-27-6, Code of Alabama. Responders are cautioned to be familiar with these statutes. The burden is on the one asserting the trade secret to show that the information sought to be protected meets the definition of a Trade Secret as defined in the Act.

Any RFP response submitted that contains confidential, trade secrets or proprietary commercial information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as such. Identification of the entire bid proposal as confidential is not acceptable unless the Respondent enumerates the specific grounds or applicable laws which support treatment of the entire material as protected from disclosure according to the foregoing statutes or other applicable Alabama law.

The owner of the confidential information shall indemnify and hold the State of Alabama, AEMA, and the AEMA staff harmless from all costs or expenses, including but not limited to attorney fees and expenses related to litigation concerning disclosure of said information and documents.

Section A  
Fees

(The Fee Proposal must contain all pricing information relative to performing the services described in this RFP. **The Respondent shall attach a cover sheet that contains a fixed fee for the entire project.** In addition to a fixed fee for the entire project, we request the rates and number of hours be given for informational purposes only. **AEMA shall not be responsible for any expenses of the Respondent. The Respondent must include all expenses, including travel and lodging, in this Fee Proposal.**

The Respondent shall invoice monthly or quarterly, in arrears.

<b>POWER GENERATION</b>				
DESCRIPTION	Daily Rate	Weekly Rate	MOB	DEMOB
25KW-100KW Generators				
100KW-350KW Generators				
45kVA-2000kVA transformers				
Spider Box 400AMP				
Spider Box 800AMP				
Generator Cable (price per foot)				
<b>MATERIAL HANDLING EQUIPMENT (MHE)</b>				
6000 Lb. Forklift				
8000 Lb. Forklift				
4400 lb Extended Boom Forklift				
Forklift Propane Tank				
Portable Loading Dock, 20 X 20' w/ramp and stairs				
<b>MHE NOTES: All forklifts will be propane fueled</b>				
<b>HEAVY EQUIPMENT</b>				
1000 Gallon Fuel Tank				
2000 Gallon Fuel Tank				
48 foot Trailer (No Tractor)				
Reefer Trailer				
<b>TRANSPORTATION</b>				
RollBacks - Equipment local short-haul				
Fuel Transports; with Operators				
Fuel Bobtail Trucks; with Operators				
Dry Van				
Reefer Trailer				
Flat Bed				
26' Straight Truck w/lift gate and driver				
Bucket Truck				

<b>DISASTER RESPONSE PACKAGES</b>				
<b>Type III (500) Person Portalet Package</b>				
50 Standard Restrooms				
2 Wheel Chair Accessible				
15 Station Sinks				
50 Daily Service Fees				
15 Daily Sink Service Fees				
50 Restroom Delivery Fees				
<b>Type IV (250) Person Portalet Package</b>				
25 Standard Restrooms				
1 Wheel Chair Accessible				
7 Station Sinks				
25 Daily Service Fees				
7 Daily Sink Service Fees				
25 Restroom Delivery Fees				
<b>Type V (100) Person Portalet Package</b>				
10 Standard Restrooms				
1 Wheel Chair Accessible				
7 Station Sinks				
10 Daily Service Fees				
7 Daily Sink Service Fees				
10 Restroom Delivery Fees				
<b>KITCHEN SERVICES:</b>				
NIMS TYPE II 750 Person Kitchen/Meals				
NIMS TYPE III 500 Person Kitchen/Meals				
NIMS TYPE IV 250 Person Kitchen/Meals				
<b>SHOWER SERVICES:</b>				
NIMS TYPE IV 250 Person Showers				
NIMS TYPE III 500 Person Showers				
<b>LAUNDRY SERVICES:</b>				
NIMS TYPE III 500 Person Laundries				
NIMS TYPE IV 250 Person Laundries				
<b>BASE CAMP</b>				
NIMS TYPE III 500 Person Base Camp				
NIMS TYPE IV 250 Person Base Camp				
<b>CIVIL AFFAIRS</b>				
Tent, 20' X 20'				
Tent, 40' X 40'				
24" portable fans on stands				
48" 2-speed warehouse fan				

Tents - 30' x 90' x 7' ; Sleeps 125				
Tents - 30' x 60' x 7' ; Sleeps 100				

**Section B  
Certification**

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

By signing this Exhibit, I certify that I am authorized to bind the company, and that the following information is correct and true to the best of my knowledge.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Item	Yes	No
The Respondent has been providing similar services as described in this RFP for five years.		
The Respondent will be qualified with the Secretary of State to conduct business in the State of Alabama, if selected.		
The Respondent is organized in the State of Alabama as a corporation, partnership, limited liability company or professional association and has maintained at least one retail outlet or service center for the product or service within the state for not less than one year prior to the Submission Deadline		
The Respondent covenants that it will have no interest, direct or indirect, that will conflict in any manner or degree with the performance of its contract services. The Respondent further covenants that, in the performance of the contract, the Respondent shall employ no person having any such known interests.		
The Respondent has a policy and practice of equal employment opportunity and non-discrimination based on age, race, creed, and/or gender.		
The Respondent attests that all workers providing the services described in this RFP are either citizens of the United States or are in proper and legal immigration status that authorizes them to be employed for pay within the United States		