

**Addendum No. 2: Response to Questions
Solicitation For Offers
Hurricane Laura - Program Management Assistance for Stafford
Act – Public Assistance Programs for Subrecipients
SFO #:111PUR-3000015775**

Response to Request for Proposal (RFP) Questions in **RED TEXT**

1. Can GOHSEP provide additional information on how they anticipate using the “Senior Advisor for Public Assistance”?

GOHSEP RESPONSE: This position would not be utilized in the day to day program management on behalf of the subrecipient, but would be a resource available to consult on areas requiring extensive programmatic knowledge to provide direction to the subrecipient.

2. The SFO Cost Pricing section explicitly requires rates inclusive of travel, subsistence, etc. In the immediate aftermath of Hurricane Laura, conditions limit availability of housing and other travel related items and expenses. Limited availability demands premium pricing. Over the life of the contract demand and corresponding prices will surely decrease.

Would (GOHSEP) consider during these extraordinary conditions separate travel reimbursement and a negotiated loaded rate later?

GOHSEP RESPONSE: No.

3. Have any applicant briefings occurred? If not, is it anticipated that the successful respondent would conduct those for GOHSEP and subrecipients?

GOHSEP RESPONSE: GOHSEP has completed virtual applicant briefings. The successful offeror will not be conducting applicant briefings on behalf of GOHSEP, but will be assigned directly to subrecipients to assist with their program management.

4. Does GOHSEP anticipate the successful respondent will prepare RPA's, including for private non-profits?

GOHSEP RESPONSE: Submission of the RPA is potentially a task the successful offeror might complete on behalf of the subrecipient

5. Does GOHSEP anticipate that the successful respondent will perform the Scope of Work for both public entities and private non-profits?

GOHSEP RESPONSE: Yes.

6. Does GOHSEP anticipate that the successful respondent will assist FEMA and/or GOHSEP with Preliminary Damage Assessment?

GOHSEP RESPONSE: GOHSEP anticipates that based off of the needs of each subrecipient that the successful offeror would assist the applicant with identifying their eligible damages and providing documentation to support the damages and cost estimate as part of the subrecipient's claim.

7. While the SFO is clearly written in response to Hurricane Laura, if applicants are managing PA from prior events, e.g. COVID-19, Ike, etc. does GOHSEP anticipate the selected respondent will support those events or a future event during the contract term?

GOHSEP RESPONSE: There is no intention for this SFO to cover any events prior to Laura. This SFO allows for the flexibility to include future events if there is a need.

8. To what extent will the selected respondent be either required to rely on or coordinate with GOHSEP's pre-existing PA Technical Team Contractor or PA Strike Team/Closeout Contractor? Awareness of GOHSEP precedents could facilitate optimal outcomes, but coordination/reliance could slow efforts.

GOHSEP RESPONSE: The successful offeror should anticipate working with and responding to FEMA, GOHSEP and all supplemental staff throughout the life cycle of the PA grant in order to facilitate timely obligation, reimbursement and closeout of PA grants.

9. Will the prospective contractor be responsible for preparing time extensions for subrecipients?

GOHSEP RESPONSE: Yes, as needed by the subrecipient.

10. Will the prospective contractor be required to assist applicants in capacity analysis and/or master planning?

GOHSEP RESPONSE: Yes, the successful contractor will assist to the extent that those activities aid the subrecipient in making decisions regarding their recovery, and how best to utilize the funding options available for their eligible PA grant funding.

11. Based on the relative number of estimated number of positions in the cost pricing forms, it appears that GOHSEP believes the primary function of the prospective contractor will focus on grants management, as opposed to eligibility and project formulation or technical support for those function (although not exclusively). Is this correct?

GOHSEP RESPONSE: GOHSEP anticipates that each subrecipient will have different needs based on the resources they possess and damages sustained. The intent is to support all aspects of the PA grant funding cycle.

12. In section 2.40 of the Hurricane Laura - Program Management Assistance for Stafford Act – Public Assistance Programs for Subrecipients, there is a reference for adhering to 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

But, the requirements are not spelled out especially for 2 part 200.231 (below). I know there is a requirement for HUDSON initiative firms but those firms are not primarily MWBE certified firms.

The question is, is this RFP not adhering to or exempt from 2 part 200.321 – Contracting with MWBE and Local surplus firms?

§ 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this s

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(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

GOHSEP RESPONSE: As an instrumentality of the state, GOHSEP is required under 2 C.F.R. §200.317 to follow Louisiana procurement policies and procedures. With the exception of 2 C.F.R. §200.322, regarding the procurement of recovered materials, and 2 C.F.R. §200.326, regarding required contract provisions, the other sections of 2 C.F.R. §§200.318-326 are not applicable to this procurement.

13. Due to the requirements for the proposal and to ensure the ability to fully and completely respond, would GOHSEP extend the due date to Tuesday, September 22, 2020?

GOHSEP RESPONSE: No.

14. Is GOHSEP open to negotiate the terms and conditions at the contract stage with the awarded Proposer /Contractor?

GOHSEP RESPONSE: See section 2.23 Contract Award and Execution, "The selected Offerors shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment I. An Offeror shall not submit its own standard contract terms and conditions as a response to this SFO. The Offeror should submit in its offer any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Offeror."

15. SFO Section 2.25 Schedule of Required Insurance Section 3, Page 23: All policies must be endorsed to require thirty (30) days written notice of cancellation to GOHSEP. Ten (10) days written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy. In addition, Contractor is required to notify GOHSEP of policy cancellations or reductions in limits.

Will GOHSEP accept policy endorsements "to the extent of liabilities assumed under the contract?

GOHSEP RESPONSE: Assuming that the following question, "Will GOHSEP accept policy endorsements 'to the extent of liabilities assumed under the contract?'" is in reference to the acceptance of an additional insured endorsement rather than a cancellation provision, GOHSEP is willing to accept manuscript policy endorsements that afford additional insured status at least as broad as ISO forms CG 20 10 and CG 20 37.

16. SFO Section 2.25 H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT, Page 25, Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits, or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with Contractor in the defense of claims, but this shall not affect Contractor's responsibility for the handling of and expenses for all claims.

- a. Would the state be willing to negotiate this section?

GOHSEP RESPONSE: See section 2.23 Contract Award and Execution, “The selected Offeror shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment I. An Offeror shall not submit its own standard contract terms and conditions as a response to this SFO. The Offeror should submit in its offer any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Offeror.”

b. Would the State be agreeable to adding consequential damages?

GOHSEP RESPONSE: La. R.S. 39:1678.1(E) Damages states: “E. In no event shall damages awarded by the chief procurement officer, his designee, any hearing officer or any court include attorney’s fees or any incidental, indirect, special or consequential damages, including but not limited to loss of use, revenue or profit whether reasonably certain or not.” Therefore, adding consequential damages would be contrary to the Louisiana Procurement Law.

17. SFO Section 3.62 Liquidated Damages, Page 35, In the event the Contractor fails to achieve the performance requirement and/or other deliverables specified in the terms and conditions of the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce GOHSEP’s payments to the Contractor. If the liquidated damages exceed amounts due from GOHSEP, the Contractor will be required to make cash payments for the amount in excess. GOHSEP may also delay the assessment of liquidated damages if it is in the best interest of GOHSEP to do so. GOHSEP may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of GOHSEP, GOHSEP may reassert the assessment of liquidated damages, even following contract termination.

a. Would the State be agreeable to waive the Liquidated Damages?

GOHSEP RESPONSE: No.

b. Would the State be agreeable to a performance bond in lieu of Liquidated damages?

GOHSEP RESPONSE: No.

18. SFO Terms of Payment, Page 40, If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: Would the State be agreeable to have this read for services in compliance with the Agreement?

GOHSEP RESPONSE: Yes.

19. Please revise item 1.4.1.c on page 9 to include the missing attachment number(s) (“Offerors must complete Attachment IV, Cost Worksheet and Attachment V, Staffing Chart and Attachment .”)

GOHSEP RESPONSE: Page 9 of 49, Section 1.4 c) is revised as follows:

c) Offerors must complete Attachment IV, Cost Worksheet and Attachment V, Staffing Chart.

20. Item 2.18 seems to conflict with other language in the RFP (“The State shall have a single prime” on page 21 versus “GOHSEP reserves the right to make multiple awards” on page 8). Please clarify if the State will make a single award or multiple awards.

GOHSEP RESPONSE: GOHSEP reserves the right to make multiple awards.

Section 2.18 Use of Subcontractors, is revised as follows:

The State shall have a single or multiple prime Contractors, and each prime Contractor as the result of any contract negotiation, shall be responsible for all deliverables specified in the SFO and offer. This general requirement notwithstanding, Offeror may enter into subcontractor arrangements, however, shall acknowledge in their offers total responsibility for the entire contract.

If the Offeror intends to subcontract for portions of the work, the Offeror shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Offeror under the terms of this SFO shall also be required for each subcontractor, if requested by the State. Each prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, each prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

21. Please clarify the meaning of item 2.23: “The State reserves the right to contract for all or a partial list of services offered in the offers.”

GOHSEP RESPONSE: The State can contract for all services or a partial list of services offered by the offeror per the response to this SFO, depending on needs of the subrecipients.

22. Please provide the names of the individuals on the evaluation/selection committee.

GOHSEP RESPONSE: This information will not be disclosed at this time. Evaluation Committee member names will be made available to interested parties, if requested, after the intent to award letter is sent.

23. We understand the State has multiple contractors for FEMA-related consulting services. Can the State please clarify why this RFP is being released?

GOHSEP RESPONSE: The intent is to provide subrecipients who need all aspects of program management the ability to utilize this contract to engage a contractor to assist with their program management. This is at the option of subrecipients and will be funded from the subrecipient’s FEMA management cost funding.

24. Certain positions appear to provide services customarily performed in an office environment, coordinated largely by telephone/email. Will GOHSEP permit relevant

positions to work from remote office environments, or must they be in a location within 75 miles of the tasked assignment, along with field personnel? We do understand that any position may be required to attend occasional in person meetings.

GOHSEP RESPONSE: In accordance with Section 1.4.4 Desired Requirements “a) Offeror should have an office location within a seventy-five (75)-mile radius of each affected area such as Lake Charles, Alexandria, etc. or be able to establish a field office within a seventy-five (75) mile radius of the affected areas within ten (10) days of contract award.” GOHSEP will require all staff to work on site at the contractor office location, however, GOHSEP will consider on a case by case basis, to allow remote work, which must be pre-approved by GOHSEP contract monitor.

25. Are any prime contractors currently providing services to GOHSEP precluded from offering the services requested under this solicitation?

GOHSEP RESPONSE: The current contractors for GOHSEP’s Technical Assistance for Stafford Act – Public Assistance Programs and/or Closeout and Grant Management Assistance for Stafford Act – Public Assistance Programs are not precluded/conflicted from submitting an offer to this SFO. However, all provisions of the SFO regarding a conflict of interest, identified in Section 1.4.2, Mandatory Disclosure, will be applicable to any such offer.

26. Does GOHSEP request any software tools be implemented in addition to their own for managing the execution of the field work? If so, please list the software tools that are anticipated to be required.

GOHSEP RESPONSE: No

27. Regarding Attachment V: Staffing Chart, may offerors utilize the same table format in their own document to provide space for additional “Other Comments”?

GOHSEP RESPONSE: Yes

28. If GOHSEP or FEMA elect to open a local field office in the Laura footprint, will the staff contracted under this solicitation be permitted to utilize that facility? We do understand that local offices will need to be used at least until that point, if a FEMA/GOHSEP office is later opened.

GOHSEP RESPONSE: Yes; however, the availability of any such office is unknown at this time. Moreover, the use of any such office may be subject to a rental fee agreement.

29. Considering implications of COVID, will GOHSEP provide PPE for field personnel or are Offerors required to provide their own PPE?

GOHSEP RESPONSE: Offerors must provide their own PPE.

30. Regarding the requirement on page 10, to have offices within 75 miles of affected areas or establish offices that fit that criteria within 10 days of contract award:

- a. Is that 10 calendar days or business days?

GOHSEP RESPONSE: 10 business days.

- b. Currently the whole state is declared for some portion of PA. Can you give some clarification on "affected area"?

GOHSEP RESPONSE: In accordance with Section 1.4.4 Desired Requirements "a) Offeror should have an office location within a seventy-five (75)-mile radius of each affected area such as Lake Charles, Alexandria, etc. or be able to establish a field office within a seventy-five (75) mile radius of the affected areas within ten (10) days of contract award."

The affected areas of this SFO may be primarily focused on the Parishes of Cameron, Calcasieu, Beauregard, Allen, Vernon and Jefferson Davis. The office should be within 75 miles from one of those parishes.

- c. If a good-faith effort is being made to locate offices but an extension to the 10-day period is necessary, will one be available?

GOHSEP RESPONSE: Yes.

31. The Attachment IV cost worksheet states "The estimated number of positions is used as for the evaluation of cost only, not the expected staffing". Can you further clarify an anticipated or estimated level of staffing that will be requested at contract commencement as well as whether or not remote assessments will be utilized in line with FEMA interim policy for other programs such as IA (i.e. the number of applicants for which these services will be requested)?

GOHSEP RESPONSE: The need is unknown at this time. GOHSEP is in the process of doing outreach throughout the state to better gauge the interest of subrecipients to utilize the services provided within this contract.

32. It appears the majority of the scope of services requested in this SFO are duplicated in active contracts. Can you please clarify how the requested scope of work in Section 3.1 to provide support in "executing all phases of the Public Assistance grant program... facilitating reimbursement and timely grant closeout" does not duplicate the scope of services solicited and awarded on the current "Public Assistance closeout and grant management" Contract as well as the "Technical Assistance for Stafford Act PA Programs" Contract which both included current and future disasters such as Hurricane Laura?

GOHSEP RESPONSE: The current contracts provide staffing to supplement GOHSEP's role as the recipient of FEMA Public Assistance funding which also includes providing programmatic guidance to subrecipients. The direct subrecipient support provided is at GOHSEP's direction as the recipient and is intended to assist GOHSEP in meeting their own metrics and milestones and is prioritized accordingly based on the risk of not meeting those metrics and milestones. As such the current contracts are funded through GOHSEP's management cost funding.

This SFO seeks a contractor that is intended to provide staffing to supplement subrecipients at their request and is intended to address their needs, resource gaps and

recovery priorities and as such will be funded through the subrecipient's FEMA management cost funding.