June 18, 2024

**ADDENDUM NO. 01**

Your reference is directed to RFx Number 3000023025 for the Invitation to Bid for the State of Louisiana – Statewide Contract for Emergency Push Packages for PODS - GOHSEP, which is currently scheduled to open at 10:00 AM CT on June 26, 2024.

The following changes are to be made to the referenced solicitation:

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**See Revised Attachment C – Price Sheet, Personnel tab**

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**Following are the Vendors’ written inquiries received by the deadline date of June 11, 2024 and the State’s responses:**

1. **Vendor Question:** The indemnity provisions in the Invitation to Bid and Attachment A are inconsistent. Contractor’s indemnity obligations in Article 29 of the Invitation to Bid are limited to the extent of Contractor’s fault. However, in Attachment A, the only exception to Contractor’s indemnity obligation is the negligence of the State. Can the Indemnification/Hold Harmless Agreement in Attachment A be modified to mirror the language in the Invitation to Bid?

**State’s Response #1:** Both indemnity provisions require the Contractor to protect, defend, indemnify, save and hold harmless the State except in cases when the claims, demands, suits or causes of action arising are out of the negligence of the State. However, if any conflicts were to arise, any terms and conditions in Attachment A – Standard Terms and Conditions take precedence. See Invitation to Bid page 5, No. 24 Order of Priority.

1. **Vendor Question**: Is pricing for POD Packages, Delivery, Sustainment, and Demobilization meant to be the same for all three years? (Attachment A: Renewals, Page 4)

**State’s Response #2**: Pricing must be held firm for the initial term of the contract through April 30, 2025. The contract may then – at the option of the State and acceptance by the Contractor - be renewed for up to two additional 12 month periods at the same prices, terms and conditions. There is no mechanism in this ITB to allow for price increases. If the Contractor cannot hold pricing at the time of renewal, the contract may be put back out for competitive bid.

1. **Vendor Question:** Will contractors receive the information on previous contract usage or estimates? (Attachment A: Quantities, Page 5)

**State’s Response #3:** This is a new contract and therefore does not have any historical usage. Also, as this will be an emergency contingency contract, it will only be activated when an emergency is declared by the Governor. Usage is unpredictable, as it can vary widely depending on the number and scope of any emergency situations in a given year, such as hurricanes.

1. **Vendor Question:** If the increase/decrease causes a significant change in staffing requirements for the state's benefit, is there a reasonable expectation that there may be an additional cost for emergency staffing to fill the need, and the price may increase? Are there considerations for the state to consider a revision of the unit or weekly price knowing that the staffing may require mobilizing and activating new personnel? (Attachment A: Increases/Decrease, Page 6)

**State’s Response #4:** No, the resulting contracts are intended to be fixed cost contracts regardless of quantities requested. The pricing provided in the bid is intended to be effective for the duration of the contract and would be considered “not to exceed” pricing. The State will accept discounts but will not allow for price increases.

1. **Vendor Question:** Can GOHSEP provide confirmation there will likely be multiple awards? If so, is the all-or-none clause specific to the line numbers in the POD Package or all the POD Packages in the specific Level of activation? (Attachment A: Purpose of Bid, Page 10)

**State’s Response #5:** The State cannot comment on the likeliness of the number of awards, as it will ultimately depend on both the number of responses received, and their responsiveness to the ITB requirements. Any award made will be made on an all-or-none basis for ALL lines on Attachment C – Price Sheet, pages 1-9 for PODs, Personnel and Vehicles, with the State reserving the right to reject individual lines from the award if necessary. If multiple awards are made, each one will be on an all-or-none basis, with the contracts being ranked as Primary, Secondary and Tertiary based on overall pricing. See Attachment A – Standard Terms and Conditions, page 11, Section 5. Method of Award / Multiple Awards.

1. **Vendor Question:** Is there expected training to be accomplished? If so, will it be in-person or remote (Attachment A: Training, Page 11).

**State’s Response #6:** The State intends to hold at least one in-person training on a yearly basis. The State reserves the right to host additional in-person or remote trainings/meetings if deemed necessary.

1. **Vendor Question:** Can GOHSEP confirm that potential vendors should expect WARNORD prior to storm landfall? (Attachment A: Vendor Availability, Page 11)

**State’s Response #7:** Yes.

1. **Vendor Question:** Questions 4-7 appear to be written as if the Contractor is to provide commodities. Should Contractors expect to provide commodities? (Attachment A: Questionnaire, Page 12)

**State’s Response #8:** The referenced questions are a part of a general questionnaire contained in all of the State’s Emergency Contingency Contract bids, and as such may not be applicable to each solicitation. The Contractor will only be expected to provide the equipment and personnel listed on Attachment C – Price Sheet.

1. **Vendor Question:** Question 11 mentions Delivery Pallets. Does this refer to pallets of unused commodities? If so, is there expected to be a cost associated with pallet preparation? (Attachment A: Questionnaire, Page 13)

**State’s Response #9:** See State’s Response #8.

1. **Vendor Question:** The Level of Activation units in the provided pricing sheet are different than what is listed in the SOW. Can GOHSEP clarify which document displays the more accurate expectation of what number of units are to be provided? (Attachment B: Page 1)

**State’s Response #10:** The quantities listed on Attachment C - Price Sheet describe how many total overall packages are anticipated being activated for each given level during the full course of any specific event, while the figures found on pages 1 & 2 of Attachment B – Special Terms & Conditions under the SOW specifies how many packages the State requires to be available during the first 24 hours after activation, and every 24 hour period after that until mission end. To further clarify, Attachment C refers more to quantity, Attachment B refers more to timing of those quantities.

1. **Vendor Question:** Using Level 1 Activation and Type 1 POD Package for the first 24 hours requires six Type 1 POD packages. The next 24 hours is an increase of three Type 1 POD packages for a total of 9 Type 1 POD Packages. Regarding the next 24-hour period (48th hour of activation), is the expected number of Type 1 POD packages nine or 12? (Attachment B: para 1.2, Page 2)

**State’s Response #11:** After the initial 24 hour activation period, using Level 1 Activation and Type 1 PODs, three additional Type 1 PODs are to be made available every 24 hours. Therefore: the First 24 hours = 6 PODs; Second 24 hours + 3 = 9 PODs; Third 24 hours + 3 = 12 PODs and so on, until the vendor is notified by GOHSEP that the max number needed is reached.

1. **Vendor Question:** Is the Contractor only required to load/offload their own equipment at the RSA, LSA, POD sites, and other operational sites? If so, is the Contractor required to have equipment staged at these sites (other than the POD site)? (Attachment B: para 1.3, Page 2)

**State’s Response #12:** Yes, as stated in the referenced section the Contractor is required to load and offload their own equipment at the Regional Staging Areas (RSA), Logistics Staging Areas (LSA), Points of Distribution (POD) sites and other operational sites. Yes, the Contractor is required to have equipment staged at all the aforementioned sites.

1. **Vendor Question:** Are contractors required to have extra personnel staff the following locations? (RSA, LSA, and other operational sites) (Attachment B: para 1.3, Page 2)

**State’s Response #13:** Yes, Contractors are required to have extra personnel staff at the RSA, LSA, and other operational sites as needed in order to complete the assigned tasks of loading and unloading equipment.

1. **Vendor Question:** Is security provided by the state at the POD site? (Attachment B: para 1.6.1.4.3)

**State’s Response #14:** The local police departments shall provide security and they are supported by the Louisiana National Guard (LANG) as necessary.

1. **Vendor Question:** Can GOHSEP clarify whether the “POD Support Staging Area” is the POD location or a staging area before equipment is sent to the POD site? (Attachment B: para 2, Page 4)

**State’s Response #15:** The POD Support Staging Area is a staging area before the POD equipment is deployed to the final POD site.

1. **Vendor Question:** For pre-identification of POD sites, are contractors reimbursed to assist in site identification with the state? If so, would this happen after the contract award date or just prior to activation? (Attachment B: para 2.1.1, Page 4)

**State’s Response #16:** Pre-event site identification is typically done by GOHSEP prior to any storm, but occasionally must be done in an expedited manner due to changing conditions of an emergency situation. It is highly recommended that the Contractor participate in the pre-identification process, but there is no separate reimbursement provided for this.

1. **Vendor Question:** Can GOHSEP define “significant damage” to property (land and infrastructure) and offer clarification of what is considered reasonable wear and tear? Additionally, can GOHSEP identify what infrastructure could be identified in this section? (Attachment B: para 2.1.1, Page 4)

**State’s Response #17:** Significant damage is considered any damage that is caused by the direct fault or negligence of the Contractor that is beyond what would be determined as reasonable wear and tear. Reasonable wear and tear is damage to the land or infrastructure (roads, power supply, buildings etc.) that is expected and occurs with regular use, without direct or implicit negligence. GOHSEP will determine if any damage is wear and tear, or considered as significant damage.

1. **Vendor Question:** Can GOHSEP clarify what pieces of equipment need to be tracked and if they will be tracked via satellite tracking or is cell phone tracking needed? (Attachment B: para 4.1, Page 5)

**State’s Response #18:** As stated in the referenced section, ALL equipment that is part of the contract must be able to be tracked with Real Time Tracking, with the capability to identify, verify and trace each piece of equipment. This can be tracked by cell phone or GPS tracking as required. The tracking software utilized must be made available to GOHSEP for the duration of the mission.

1. **Vendor Question:** The solicitation states that the “contractor and all subsequent subcontracted drivers and equipment must be ready and able to move equipment and personnel at any time of the day/night.” Can GOHSEP clarify whether the “personnel” mentioned is referring to equipment operating personnel? (Attachment B: para 4.2, Pages 5-6)

**State’s Response #19:** The personnel referred to are those that will set up and operate the POD.

1. **Vendor Question:** Para 4.3 states, “The Contractor must provide mid/upper management level personnel to be stationed at the GOHSEP State EOC to collaborate with State personnel and have direct contact in case of communications failure or other detrimental events occurring, where it inhibits the State’s response.”

How many EOC personnel and how many hours? (Attachment B: para 4.3, Page 6)

**State’s Response #20:** The Contractor is expected to have at least one person staffing the State EOC, with one other person serving as backup. The shifts are up to 12 hours at peak times, typically from 8:00 am – 8:00 pm, potentially flexing.

1. **Vendor Question:** Para 4.3 states, “The Contractor must provide mid/upper management level personnel to be stationed at the GOHSEP State EOC to collaborate with State personnel and have direct contact in case of communications failure or other detrimental events occurring, where it inhibits the State’s response.”

What roles could be expected to be filled? (Attachment B: para 4.3, Page 6)

**State’s Response #21:** The personnel of the Contractor that staff the State EOC will serve primarily as a point of contact representing the Contractor to provide communication with their staff out in the field, and will be responsible for monitoring those missions from WebEOC that are assigned to the Contractor by GOHSEP.

1. **Vendor Question:** Para 4.3 states, “The Contractor must provide mid/upper management level personnel to be stationed at the GOHSEP State EOC to collaborate with State personnel and have direct contact in case of communications failure or other detrimental events occurring, where it inhibits the State’s response. “

Will the contractor be required to provide comms equipment and laptops, or will the State furnish equipment? (Attachment B: para 4.3, Page 6)

**State’s Response #22:** The Contractor is responsible for providing their own communication equipment.

1. **Vendor Question:** Para 4.3 states, “The Contractor must provide mid/upper management level personnel to be stationed at the GOHSEP State EOC to collaborate with State personnel and have direct contact in case of communications failure or other detrimental events occurring, where it inhibits the State’s response. “

These positions are not included in Attachment C Personnel Pricing sheet. (Attachment B: para 4.3, Page 6)

**State’s Response #23:** See Revised Attachment C – Price Sheet, Personnel Tab. This position has been added.

1. **Vendor Question:** Are there currently any agencies, companies, or entities that have been prohibited from doing business with the Local, State, or Federal Government with whom we are prohibited from engaging in our solicitation requirements? (Attachment B: para 4.4.1, Page 6)

**State’s Response #24:** While the State cannot provide any specific listings of agencies or companies/entities, bidders are to refer to the requirements stated in the Invitation to Bid, Instructions to Bidders, Nos. 32 – Federal Clauses, 33 – Prohibition of Discriminatory Boycotts of Israel, and 34 – Certification of No Federal Suspension or Debarment.

1. **Vendor Question:** Will GOHSEP provide contractors with documentation/badges to bypass travel/traffic restrictions? (Attachment B: para 4.42, Page 6)

**State’s Response #25:** Louisiana State Police usually provide escorts for POD operations.

1. **Vendor Question:** Does the inventory include commodities? If so, is the contractor responsible for supplying commodities? (Attachment C: PODs Tab Line #1)

**State’s Response #26:** No, the inventory does not include commodities.

1. **Vendor Question:** Can GOHSEP clarify if the Outrigger Pads’ dimensions are correct? (Attachment C: PODs Tab Line #1, Sheet 1)

**State’s Response #27:** Yes, the outrigger pad dimensions are correct.

1. **Vendor Question:** Can GOHSEP clarify if the word “Units” in Column E is being used to reference the number of weeks or the number of packages? (Attachment C: PODS Tab - Sheet 1)

**State’s Response #28:** The word “Units” in Column E, where it refers to (for example) 21-30 Units for Level I, refers to the estimated number of packages / PODs units that will be required for that Level of activation.

1. **Vendor Question:** Can GOHSEP confirm that transportation of workers to the POD site during activation, transportation during demobilization, lodging, and per diem of workers during sustainment are all billable to the state? (Attachment C: Personnel Tab, Personnel Tab - Sheet 1)

**State’s Response #29:** Attachment C – Price Sheet contains lines for mobilization, demobilization, and sustainment fees. These lines are to include any and all charges to cover the expenses for travel/transportation, fuel, maintenance, personnel (and all related personnel expenses) and any other related services.

1. **Vendor Question:** Are columns E, F, and G headers vehicle numbers accurate (ex. Cost of Level I Activation 16-20 Units)? If not accurate, how many of each vehicle is required at the POD site? (Attachment C: Vehicle Tab Line #5 & 7, Vehicle Tab-Sheet 1, 2, 3 & 4)

**State’s Response #30:** Yes, Columns E, F, and G vehicle numbers are accurate based on the Level of emergency listed.

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**All else remains as on original bid.**

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**THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED SOLICITATION.**

**ACKNOWLEDGEMENT:** If you have already submitted your bid and this Addendum does not cause you to revise your bid, you should acknowledge receipt of this Addendum by identifying your business name and by signing where indicated. You may return this Acknowledgement by mail or by hand delivery to: 1201 N. 3rd Street, Ste. 2-160, Baton Rouge, LA 70802, or by fax to: (225) 342- 9756. The State reserves the right to request a completed Acknowledgement at any time. Failure to execute an Acknowledgement shall not relieve the bidder from complying with the terms of its bid.

Addendum Acknowledged/No changes:

For:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REVISION:** If you have already submitted your bid and this Addendum requires you to revise your bid, you must indicate any change(s) below, identify your business name and sign where shown. Revisions shall be delivered prior to bid opening by mail or by hand delivery or courier to: 1201 N. 3rd Street, Ste. 2-160, Baton Rouge, LA 70802, and indicate the RFx number and the bid opening date and time on the outside of the envelope for proper identification, or by fax to: (225) 342-9756. Electronic transmissions other than by fax are not being accepted at this time

**Revisions received after bid opening shall not be considered and you shall be held to your original bid.**

Revision:

For:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Donald Hunter

Office of State Procurement Telephone No. 225-342-5484 Email: Donald.Hunter2@la.gov