

Pete Ricketts, Governor

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: March 9, 2016
 To: All Bidders
 From: Robert Thompson/Jennifer Crouse, Buyer
 AS Materiel Purchasing
 RE: Addendum for Request for Proposal Number RFP 5212 Z1
 to be opened March 29, 2016 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned RFP 5212 Z1. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	F. Insurance Requirements	10	<p>Within this RFP, the Commercial General Liability coverage requested for Medical Payments is \$10,000 for any one person and Damage to Rented Premises of \$300,000 for each occurrence. However, within the transportation industry, the usual coverage for medical payments is \$5000 and Damage to Rented Premises of \$100,000.</p> <p>Are these items and limitations able to be reduced?</p>	The RFP, Section III. F. 3, is hereby amended per Attachment One attached hereto.
2.	F. Insurance Requirements	10	<p>Within the transportation industry, it is not normal to be requested to hold Abuse & Molestation coverage due to</p>	The RFP, Section III. F. 3, is hereby amended per Attachment One attached hereto.

			<p>the price of the coverage. This type of coverage can range from \$20,000 - \$50,000 per year and is most always excluded on the Commercial General Liability policy.</p> <p>Is the Abuse & Molestation coverage mandatory for this contract?</p>	
3.	F. Insurance Requirements	10	<p>It is not the norm to hold an Umbrella/Excess Liability policy with the limitation of \$10,000,000 for "Over Primary Insurance" within the transportation industry.</p> <p>Is the Umbrella/Excess Liability coverage regarding "Over Primary Insurance" mandatory for this contract?</p>	The RFP, Section III. F. 3, is hereby amended per Attachment One attached hereto.
4.	III-F-4	10	<p>Does the requested certificate of insurance for the bid require the "State of Nebraska" be listed as additional insured?</p>	<p>Yes. See Section III. F. 2. Second paragraph, excerpt follows;</p> <p>The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.</p>
5.	III-I	11	<p>What if the need to subcontract arises in an emergency?</p>	Per the referenced section III. I. second paragraph, Contractor must receive prior written

				approval from the using agency.
6.	III-Z	16	Is there a penalty for early termination?	The State is not subject to any penalty for early termination. The contractor may only early terminate with written mutual agreement.
7.	III-LL	21	Can you clarify the scope of change this section refers to?	Any change in scope would that may arise would have to remain within the general scope of the contract. The State could not for example add transporting furniture.
8.	III-XX	26	Is there a list of requirements for a disaster recovery/back up plan?	In addition to the requirements of the reference section (III. XX.), no. The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.
9.	III-AAA	26	Is it required to submit a copy of our company drug policy with the bid or have one on file for request?	On file for request... "Contractor must provide a copy of its drug free workplace policy at any time upon request".
10.	IV-B	29	Is the bidder required to secure the pickup and drop off sites?	Bidder is required to work with and assist DHHS in securing optimal pick up and drop off sites. Grand Island Veterans Home Facility at 2300 West Capital Avenue will serve as the Grand Island site until the facility moves to Kearney. The immediate need is securing a Designated Site in Kearney. After facility move to Kearney a new Designated Site will need to be established in Grand Island.
11.	IV-C-2e	30	Will request for handicap	DHHS will provide a manifest in advance. Passengers requiring

			accessible vehicles be on demand? If so, how much notice will be given for such request?	wheelchair accessibility will be identified on the manifest. Please include in your bid how much advance notice is required.
12.	IV-C-2f	30`	How much notice will be given for requested vehicle switch	DHHS will provide a manifest in advance. Bidder will determine optimal vehicle type from provided manifest. Please include in your bid how much advance notice is required.
13.	IV-C-5c	30	Can you clarify how DHHS staffing circumstances would effect the scheduled transfers? Would there be cancelled or added transfers? If so, how much notice would the contractor have?	DHHS will provide a manifest in advance. Bidder will determine optimal vehicle type and/or count from provided manifest. Please include in your bid how much advance notice is required. Please also include any policies regarding changes requested after manifest deadline has passed. In general, unavoidable circumstances such as inclement weather, emergencies, and employee call-ins due to illness. Changes to levels of staffing due to hiring/resignations may also cause changes to service demand. An additional element to staffing changes is Mandatory Overtime (MOT). If an employee is held over for MOT their return trip may need to be delayed by one shift. If there is a call-in on the next shift resulting in an insufficiency in anticipated staffing, employees may be held over for MOT if they are next on the revolving list and meet the

				<p>parameters defined in the labor contract.</p> <p>1st shift employees are required to call in at least one hour prior to shift start. 2nd and 3rd shift employees are required to call in at least two hours prior to shift start.</p> <p>Trips will occasionally be needed outside of the standard shift cycle. These trips include two day orientations held 8-5 every two weeks, one day CPR Training held 8-5 quarterly, and five day Medication Aide Classes held 8-5 quarterly. Transportation impact will be coordinated in advance, please include on your bid how much advance notice is required.</p>
14.	Attachment A-2b Requirement Matrix	2	Do all proposed vehicles need to be wheelchair lift equipped?	<p>DHHS will provide a manifest in advance. Passengers requiring wheelchair accessibility will be identified on the manifest.</p> <p>If there are no passengers on the provided manifest requiring wheelchair accessibility, the bidder vehicle does not necessarily have to be wheelchair accessible.</p> <p>Please include in your bid how much advance notice is required.</p>
15.	Attachment A – 2f Requirement Matrix	2	How much notice will be given for vehicle switch?	<p>DHHS will provide a manifest in advance. Bidder will determine optimal vehicle type from provided manifest.</p> <p>Please include in your bid how much advance notice is required.</p>

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

ATTACHMENT ONE

Section III. F. 3. INSURANCE COVERAGE AMOUNTS REQUIRED, is hereby replaced and superseded with the following.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$100,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	