

**SOLICITATION ADDENDUM 120005 O5
QUESTIONS AND ANSWERS**

Date: December 18, 2024
 To: All Bidders
 From: Connie Heinrichs / Brook Taylor, Procurement Contracts Officers
 AS Materiel, State Purchasing Bureau (SPB)
 RE: Addendum for 120005 O5
 to be opened January 6, 2025 at 2:00 p.m. CST

Questions and Answers

Following are the questions submitted and answers provided for the above-mentioned solicitation. The questions and answers are to be considered as part of the solicitation. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP/ITB Section Reference</u>	<u>RFP/ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	Section V	(pages 24 – 26)	Section V – Project Description and Scope of Work, subsections B. 2 (page 24), E.2.d and E.3.d. (page 26), and Attachment A – Matrix, #18: There are several mentions of data analytics, reporting, ROI/VOI. Is Nebraska currently participating in a data warehouse, or would you be interested in participating in a data warehouse, to enable more robust data analytics and reporting?	No, not at this time.
2.	Attachment C		Attachment C – Benefit Contracts: Contracts for Hartford Life Insurance Benefits and UHC STD and LTD appear to be ending June 2025. Are you	The State of Nebraska is working to complete a one-time extension of the original contract period for The Hartford Life insurance contract. This will extend the contract to June of 2027.

			currently in the process of procuring new contracts, or will there be additional optional renewals?	The State is currently in the process of bidding the STD/LTD contract for a 7/1/25 effective date.
3.	Attachment C		Attachment C – Benefit Contracts: What is the current status of the VEBA?	The new contract for those services is currently in process.
4.	Form B		Does the Cost Proposal need to be uploaded as a separate document?	Yes
5.	II. Terms and Conditions E. Beginning of Work and Suspension of Services	10	How likely are work stoppages based on past frequency and future expectations?	Work stoppages are not likely but it depends on circumstances.
6.	11. Terms and Conditions D Governing Law	10	Would you be willing to accept binding arbitration or, in the alternative, an agreement to waive a jury trial?	The State is not flexible in regard to arbitration, The State does retain the ability to negotiate jury trial.
7.	11. Terms and Conditions M1 Indemnification	11	Would you be willing to accept a mutually agreeable cap on Vendor's indemnification and liability?	The State agrees that this is negotiable.
8.	III. Vendor Duties I. Ownership of Information and Data / Deliverables	17	Are you open to a broad license to the deliverables?	This is negotiable but is the State's standard.
9.	III. Vendor Duties I. Ownership of Information and Data / Deliverables	17	How unlimited is your publishing – can you describe this and any potential exceptions in greater detail?	This is negotiable but is the State's standard.

This addendum will be incorporated into the solicitation.