

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: June 21, 2019

To: All Bidders

From: Teresa Fleming/Annette Walton, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number RFP 6107 Z1 to be opened
July 09, 2019, at 2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. 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.	RFP Section II, Item N: Performance Bond	12	<p>Section II of the RFP states, "The amount of the bond must be of the contract amount for the initial period."</p> <p>Would the State consider returning the bond when the contractor has fulfilled its obligations in the initial period? Since the overall contract could be five years total it would be more equitable if the State returned the bond after successful completion of the initial period.</p>	<p>Section II. Terms and Conditions, N. Performance Bond is hereby deleted and superseded with the following:</p> <p>The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid until all deliverables identified in Phases I – III are completed.. The State reserves the right to request a separate performance bond for additional work performed by the Contractor for up to four additional years. The initial amount of the bond must be of the contract amount for the initial period. The bond amount for additional work will be for the new Statement of Work entire costs. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State.</p>

				The bond will be returned when the contract has been satisfactorily completed as solely determined by the State.
2.	RFP Section II, Item O: Retainage	12	Would the State consider allowing any retainage to be paid at the end of each year of the potential five-year contract? For example, a contractor might have retainage in the base year but no other retainage activity until option year four and therefore would have to wait potentially for years to collect on retainage from one or more prior option years.	<p>Section II. Terms and Conditions, O. Retainage is hereby deleted and superseded with the following:</p> <p>The State will withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the initial project of all deliverables identified in Phases I – III. Upon completion of the initial project, the Contractor will invoice the State for any outstanding work and for the retainage. The State reserves the right to hold retainage of ten percent (10%) for additional work performed by the Contractor for up to four additional years. Any requirements for holding retainage would be identified in separate Statement of Work for any additional projects. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.</p>
3.	RFP Section V.B.3	27	<p>Section V.B.3 of the RFP states, “. . .contractor shall support the implementation of short-term economic recovery actions.”</p> <p>To help us estimate labor needed, please clarify. For example, does the state anticipate Contractor support in each of the lettered areas listed describing short-term strategies that are already being implemented?</p>	<p>Yes. The Contractor is required to meet the requirements in Section V. B. 3. a. through i. The State will provide existing impact data or recovery strategy information to the Contractor for review or assessment. The Contractor must include labor costs in Phase I – III associated with the review of data and information generated by the State, or address time and labor costs required to meet and confer with subject matter</p>

				experts already assisting the State with recovery strategies.
4.	RFP Section V.D, Phase I, Item 2	29	<p>Section V.D of the RFP states, "The selections and engagement of subcontractors will require written approval from the State of Nebraska."</p> <p>To the extent that Contractor proposes Subcontractors as part of our team in the proposal, can Contractor consider that approval granted upon selection of Contractor by the State?</p>	<p>Bidder must identify subcontractors in the proposal response. The State will consider the proposed subcontractors to be a part of the project team. If the Contractor utilizes the proposed subcontractors, the subcontractors shall be considered approved to work on the project as a part of the Contractor's team. Additional subcontractors or a change of subcontractors by the Contractor will require written approval of the State.</p>
5.	Attachment A, Bidder Questionnaire, 1.8	3	<p>Item 1.8 of Attachment A states, "The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal."</p> <p>We are interpreting that this means three total, whether each of the three is a reference for Contractor submitting as prime, or a reference for work by a Subcontractor included on our team. Please confirm.</p>	<p>Bidders should submit no more than a total of three (3) narrative project descriptions to highlight experience and qualifications. The limitation of three (3) narrative project descriptions would include the experience and qualifications of work performed as a prime Contractor, or subcontractor. The bidder must clearly identify if they performed work as the prime Contractor, or as a subcontractor.</p>
6.	Attachment A, Bidder Questionnaire, 1.9	4	<p>Item 1.9 of Attachment A states, "The bidder should provide resumes for all personnel proposed by bidder to work on the project."</p> <p>Is the State's intent that "all" extends to editors and graphics support staff? Additionally to project accounting and other business office support to our project team?</p>	<p>Bidder must demonstrate work experience and background of key project personnel. The State does not require resumes for individuals who are considered administrative support members who are not actively engaged with project activities, or who have no impact on project activities directly related to the development of the long-term recovery plan.</p>
7.	Attachment A, Bidder Questionnaire, 1.9	4	<p>Item 1.9 of Attachment A states, "Contractor must be available for in-person meetings, teleconferences, etc. at the State's request."</p>	<p>The bidder should identify a strategy in the proposal response which outlines the approach to address attendance and participation in meetings or other activities.</p>

			<p>This is certainly a requirement we will meet. Our staffing approach will be dictated by the amount of notice the State will allow for us to support in-person meetings. Please advise.</p>	<p>The State understands there are a variety of technology platforms available to Contractors which can be leveraged to support project activities. The State requires the Contractor to be available in-person when given reasonable notice.</p>
8.	Cost Proposal Form	2	<p>Page 2 of the Cost Proposal Form states, "No additional charges will be allowed for travel or other expenses."</p> <p>As we interpret the Cost Proposal form, this is not an issue for the pricing by phase on page 1. All of our costs would be included there in what we assume is intended by the State to be a fixed price.</p> <p>Where it could be an issue is with regards to the "Optional Hourly Rates" that would apply to new time and materials (T&M) projects.</p> <p>Can we assume that for T&M projects that the State would allow travel to be billed and reimbursed at cost only per GSA per diems in effect at the time of any work order? Otherwise, not knowing what such projects might entail in terms of travel or other expenses, contractors will have to increase hourly rates to account for travel based on unknown levels of effort in option years which will in turn impact the ability of contractors to offer their respective most competitive rates.</p>	<p>The State will require a fixed-cost contract for this project. The contract requires work to be completed during Phases I – III on a fixed-cost basis.</p> <p>Subsequent work agreed upon by the State and the Contractor, may be done through the Change Order process with a separate Statement of Work including costs based on the submitted fixed hourly rates. All travel related expenses must be included in the hourly rates.</p>
9.	General	N/A	<p>Has the State pre-defined a budget ceiling for this project? Is the State willing to disclose that information?</p>	<p>The State has not identified a budget ceiling for this project.</p>

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