

**ADDENDUM ONE
QUESTIONS and ANSWERS
and
AMENDMENT to RFP**

Date: June 15, 2023

To: All Bidders

From: Matthew Hansen, Procurement Contracts Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6788 Z1 to be opened July 13 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.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	Evaluation Criteria, Mandatory Requirements, Item 1	N/A	Mandatory requirement #1 states that the Request for Proposal for Contractual Services form is to be signed manually in ink or by DocuSign. Is it acceptable for the vendor to sign the form using an e-sign program other than DocuSign, such as Adobe Sign?	No. The State will only accept responses that have been signed manually in ink or by DocuSign.
2.	II, Terms and Conditions, Subsection F, Prices; and Cost Proposal	11	Subsection F and the cost proposal each state that prices and terms in the proposal are "valid commencing on the opening date of the proposal". The vendor believes that the pricing and terms in the proposal should not be effective on the opening date of the proposal as that creates a conflict with the current vendor contract. Instead, the prices and terms of the proposal should be effective at the beginning of the term of the new contract issued as a result of the bid award. Does the State agree?	Contract negotiations take place after an intent to award has been issued. Note, however, that the quoted price term is meant to ensure that the pricing submitted by the bidder is not up for negotiation during the contract finalization period. The pricing proposed by the bidder will go into effect with the new contract awarded from this RFP.
3.	II, Terms and Conditions, Subsection F, Prices, and Subsection I, Change Orders or Substitutions	11	If the USPS adopts any new postal regulations, procedures, rates, or incentives which directly affect the cost or performance of the services, the vendor may modify prices and would provide the State with at least	Contract negotiations take place after an intent to award has been issued.

			<p>30 days advance written notice of such USPS changes and pricing modifications and would review them in detail with the State. If the State objects to such modification, it will notify the vendor in writing prior to the end of the 30 day notice period and the parties will negotiate in good faith to reach an amendment which fairly allocates the effect of such USPS changes. However, applied postage required and regulations set by the USPS shall be effective on the date set by the USPS and modifications initially imposed by the vendor shall remain in effect during the negotiations until an amendment is signed by both parties.</p> <p>Does the State agree?</p>	
4.	II, Terms and Conditions, Section W Contract Closeout.	17	<p>Does the State agree that where it says the State requires "transfer of information or data related to this contract" it means information and data belonging to or available to the State and does not mean that Contractor would have to turn over proprietary, confidential or trade secret information?</p>	Contract negotiations take place after an intent to award has been issued.
5.	III, Contractor Duties, Subsection N, Warranty	25	<p>The concept of reperforming services is not applicable for mail presort services. After the mail has been comingled, and after the mail has been delivered to the USPS, it cannot be pulled and sorted again. The second half of the warranty provision includes consequences for a breach. The vendor believes the existing breach provision in section M, as well as sections J and K regarding vendor performance and a corrective action plan, of section II, Terms and Conditions, provide adequate remedies for the State. Vendor would like to replace the warranty provision in section N of section III of the RFP with the following:</p> <p>Contractor shall perform all duties and obligations required of it pursuant to this agreement in a professional and workmanlike manner and in accordance with accepted presort mail processing industry standards. EXCEPT AS SET FORTH IN THE IMMEDIATELY</p>	Contract negotiations take place after an intent to award has been issued.

			<p>PRECEDING SENTENCE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.</p> <p>Does the State agree?</p>	
6.	IV, Payment, Subsection A, Prohibition Against Advance Payment	26	<p>If the State submits mail that requires the vendor to pay postage to the USPS on behalf of the State, the vendor requires an advance postage payment. The vendor asks that Subsection A be revised to add the following:</p> <p>Notwithstanding the foregoing, permit mail postage will be paid in advance or by establishing a postage deposit account or other payment as agreed by the parties.</p> <p>Does the State agree?</p>	Contract negotiations take place after an intent to award has been issued.
7.	IV, Payment, Subsection C, Invoices	26	Will the State agree to 30 day payment terms instead of 45 days?	This term is nonnegotiable. Pursuant to Neb. Rev. Stat. § 81-2403, "...each agency shall make payment in full for all goods delivered or services rendered on or before the forty-fifth calendar day after (a) the date of receipt by the agency of the goods or services or (b) the date of receipt by the agency of the bill for the goods or services, whichever is later, unless other provisions for payment are agreed to in writing by the creditor and the agency."
8.	Attachment A, Pickup Locations	N/A	Does the State agree that any additional pickup locations and times beyond those stated in this RFP will be as mutually agreed by the parties?	The State may update pickup locations, times and may request additional special pickups. Change orders or substitutions must be "upon mutual agreement" between "the State and the Contractor." Section II., Subsection I.

Section V.C. PROJECT REQUIREMENTS 3. of the RFP will be amended as follows:

3. The State of Nebraska has provided the following estimated mail volumes. The State of Nebraska processes an average of 39,000 pieces daily and 1,300 flats daily. The University of Nebraska, Lincoln processes an average of 1,250 pieces of mail and 180 flats daily. The University of Nebraska, Medical Center processes an average of 3,300 pieces of mail and 600 flats daily. ~~The Department of Health & Human Services processes an average of 700 pieces of mail daily.~~ The State of Nebraska will submit First Class permit mail and Standard permit mail. These will be submitted on an as needed basis. The State of Nebraska has an Enterprise Payment System (EPS) account with the USPS. Permit mail may be processed through this EPS account. Mail schedules and volumes will fluctuate throughout the year. Typically, the heavier mailing months begin in December and run through May. These are estimated volumes and should not be construed as a minimum or maximum.

See **Attachment A REVISED** for updated pickup locations.

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