



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

JUDICIAL PURCHASING OFFICE
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B2018018 ADDENDUM #2

Drug Testing Cups

Date of Addendum: 6/15/18

NOTICE TO ALL POTENTIAL RESPONDENTS

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. The original RFP documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP.

Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

1. Who is your current supplier?
[Redwood Toxicology](#)
2. Will you accept an 8 panel cup with the same configuration plus OXY?
[Yes, as long as it meets our minimum requirements.](#)
3. Are there any special cutoffs that you require?
[The standard cutoff levels that treatment provider's use.](#)
4. Once the decision is made, when will the purchase order be issued?
[Within one week.](#)
5. What is the delivery time frame after receipt of purchase order?
[Two to three weeks.](#)
6. We will be sending the bids with two different cups, will that be an issue to receive two bids from the same vendor?
[That will not be a problem.](#)
7. Would the Judicial allow vendors to offer a cup that has additional drug tests included in the configuration?
[Yes, as long as it meets our minimum requirements.](#)

8. Would the Judicial consider a cup that did not have adulteration strips built into the cup if vendors offered a separate 7-parameter adulteration strip at no additional cost to be used in tandem with the cup?

No. This is a basic and necessary requirement.

9. Regarding the Bid Form, why does the Court require vendors to specify the percentage over cost that they are extending? This is proprietary information, and it does not seem likely that this would have any impact on the Judiciary's end product or experience. Would the Court consider removing this requirement?

The Judiciary, like all state entities, is required by law to spend state dollars in the most responsible manner possible. We can maintain propriety information and/or trade secrets as confidential if so designated by a Vendor in its bid submission.

11. Will the Judicial consider any requested modifications to the General Terms & Conditions of Purchase if they are submitted with a vendor's proposal? Will requesting modifications disqualify a vendor?

The documents of which every solicitation published by the Judiciary is composed, including the RFP, Purchasing Rules & Regulations, and General Terms & Conditions of Purchase, comprise a standard set of terms applicable to all such solicitations and are generally not subject to modification or negotiation.

12. As this bid is for devices, it seems unnecessary for security/background check provisions to be required. Please confirm that Appendix A will not be required upon award.

Upon award, the successful Vendor will not be required to fill out the background check form listed under Appendix A.

13. Regarding section F, Returns/Credit, on page 4, would the State consider implementing a time range in which the Court may return product? Vendors cannot easily sell product with less than 12-month shelf life, and especially not with 3-month shelf life or less. Will the Court allow for vendors to accept product with 6 or more months of shelf life left instead? Or will the Court allow for smaller shipments quarterly so the Court can assess their actual usage more easily?

14. How often has the Court had to return product because they were not going to be used prior to their expiration date?

Only once over the past ten (10) years.

15. Regarding Product Warranties (page 18), will the Judiciary allow for vendors to warrant product up to the expiration date as opposed to the period of 1 year?

Please refer to the response to Question 11, above.

LEGAL QUESTIONS

Please refer to the response to Question 11, above, in response to all ten (10) legal questions listed below.

1. Regarding section 3.0, would the State consider adding the following to the end of the second paragraph: Despite the above, in no event shall Releasor be obligated to indemnify, defend, protect and hold harmless the AOSC, its officers, agents, servants, and/or employees to the extent that any action claim or loss occurs or results, in whole or in part, from the acts or omissions of the AOSC, its officers, agents, servants, and/or employees or third parties.
2. Regarding section 2 (Entire Agreement), section d, would the State consider adding "such consent shall not be unreasonably withheld?"
3. Also regarding section 2.d, would the State consider adding the following to the end of the section: The foregoing shall not apply to any work to be performed by an affiliate of Contractor, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with a Contractor?
4. Regarding section 7 (Term and Renewal) will the State consider modifying the term so that it is the Judiciary's sole option to extend, but both parties' agreement?
5. Regarding section 17 (Product Acceptance), will the State consider adding that any rejection must be made within 10 days of receipt by the Judiciary, unless they are latent defects as described in subparagraph 17(a)?
6. Regarding section 18 (Product Warranties) will the State consider modifying the last two lines to read "unless otherwise specified, and in the event of failure, order its replacement, repair, or return for full credit, at contractor's option."
7. Regarding section 19 (Payment), will the State consider modifying the second sentence of the first paragraph to remove the word "Generally" and modify the rest of the sentence so that payment shall be made within 30 days of the properly submitted invoice?
8. Regarding section 34 (Suspension, Default and Termination) section b.1, we request a reasonable period to cure any default. Would a 30-day cure period be acceptable to the County?
9. Regarding section 34 b.2, we request reciprocal language. Is this acceptable to the County?
10. Regarding section 35 (Indemnity) section a, would the County allow the following sentence to be added to the end of the section: Despite the above, in no event shall contractor be obligated to indemnify defend and save harmless the Judiciary its officers, officials, employees, contractors, agents to the extent that any action claim or loss occurs or results, in whole or in part, from the acts or

omissions of the Judiciary its officers, officials, employees, contractors, agents, or third parties.

INSURANCE QUESTIONS

Please refer to the response to Question 11, above, in response to all three (3) insurance questions listed below.

1. Regarding section 4.0 a, our Professional Liability policy does not have a waiver of subrogation. Is this acceptable to the State?
2. Regarding section 4.0 b, only our General Liability policy is primary and non-contributory. Is this acceptable to the State?
3. Regarding section 31 a, our policy is Commercial General Liability (as opposed to Comprehensive General Liability). Is this acceptable to the State?