



ADDENDUM No. "1" to RFP No. B2013017

1. Regarding the return of unused cups, can the Judiciary please indicate how many months prior to expiration they will return the devices, after which point the vendor does not have to accept their return? **The Judiciary would only return devices three months prior to the expiration date. Part two of this question is at the discretion of the vendor.**
2. Regarding the insurance terms--specifically the one about requiring additional or more extensive coverage (page 6)--will this only be prior to contract start, or is the Judiciary implying that they may require more extensive coverage and make this demand at any time during the contract? **More extensive coverage may be required at any time during the contract term in the discretion of the Judiciary.**
3. Also regarding the insurance terms--specifically the 30 days' notice—generally, insurance providers will only give notice directly to the policy holders. Will the Judiciary accept that the awarded vendor will notify the Judiciary in advance of any cancellations, material changes, or non-renewal with as much advance notice as possible? If the change is initiated by the providers, we cannot guarantee a 30-day notification, but if awarded as the vendor we will try our best to do so. **Thirty (30) days' notice is required; if less than thirty (30) days' notice is provided, an explanation for the shorter notice will be required. Depending upon the circumstances, less than thirty (30) days' notice may be considered a breach of this provision.**
4. Regarding the "Security" requirements on page 6 & 7, can you please describe what security measures will apply to this particular award? We understand that this contract is merely for the provision of goods to the Family Court; there should be no vendor officers, agents, servants, or employees actually on site at the courthouse--there would merely be an employee taking the order, and various other employees packing and shipping the order. However, depending on what is considered a service under this contract, this could potentially include over 200 people. Moreover, if a courier such as FedEx is used to deliver packages, this could include any number of personnel out of the control of the awarded vendor. As this is a commodity bid, could the Judiciary waive this requirement for this particular contract? **The security requirements referenced pertain to vendor employees who perform services at judicial locations. The vendor is not responsible for procuring background checks for third party employees (FedEx/UPS delivery people).**
5. May vendors use Rhode Island Judiciary employees as references if the vendor has provided the items in this RFP previously? **No, you must provide references other than the RI Judiciary.**
6. On page 16 section 18, the Judiciary states that "Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the Judiciary may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option." Can the phrase "unless otherwise specified" be changed to read (or

considered to mean) that every unit must be guaranteed against faulty material and workmanship up until the expiration date written on the package? **As stated in the RFP, the cups “must have a shelf life of at least twelve (12) months from the date of delivery to the Family Court.”**

7. Can the Judiciary please explain what would be considered an "inferior delivery" or "late delivery" as referenced on page 16 section 19.d? **An “inferior delivery” would mean a damaged box which compromised the devices contained in that box.**
8. Can you please confirm (or else advise otherwise) that each vendor will be required to submit affirmative action plans to the State Equal Opportunity Office as indicated on page 17 section 27? Also, if this is the case, please let us know how (via email, mail, etc.) and by when we would need to do this (bid due date, after award, etc). **See generally, R.I. Gen. Laws §§ 28-5.1-1 et seq.; the Judiciary does not require that documentation be submitted with the bid which illustrates compliance with this provision; it is the vendor’s responsibility to ensure compliance.**
9. Can you please tell us where the Drug-Free Workplace certificate of compliance is (referenced on page 17, section 28), and if we will need to submit this with the bid or following award? **Vendors do not need to submit the certificate with the bid, however a copy of the certificate must be produced upon request by the Judiciary.**
10. Will this be the first time utilizing instant devices? If not, what was your previous instant cup price? **No. \$2.11/ cup**
11. You stated that shipments will be sent twice a year. Is this going to be an automatic shipment on a designated date or by request? **Outlined in rfp.**
12. Will you need chain of custody forms and/or seals to be sent with the devices? **No.**
13. On Page 4, Delivery states that it must be “inside/desktop”. Can you please elaborate on this? **They must be delivered to the exact location within the Family Court, as specified in the RFP.**
14. Security: Are these measures indicative to company personnel that would hand deliver devices? Would this be the case for FedEx or UP deliveries? **Yes, as to the vendor’s own employees. The vendor is not responsible for procuring background checks for employees of third parties, such as FedEx or UPS.**
15. Does our company have to register with a procurement department prior to doing business in Rhode Island? **Yes you would have to be a vendor with the State of RI.**
16. If a vendor is merely selling goods to the Judiciary and not performing services in Rhode Island, will they still be required to procure a certificate of authority from the Secretary of State? **No.**