



# Division of Purchases

One Capitol Hill | Providence, RI 02908 | (401) 574-8100  
Nancy R. McIntyre, State Purchasing Agent

Solicitation Information  
January 6, 2022

<b>ADDENDUM #2</b>
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**RFQ # 7669823**

**TITLE:** Master Price Agreement (MPA) #340 - Laboratory Equipment and Supplies

**Bid Closing Date & Time:** **February 1, 2022 @ 12:30 PM Eastern Time (ET)**

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### Notice to Vendors

- 1. The solicitation requirements have been amended. Added or deleted items are in red.**
- 2. Attached are vendor questions with State responses. No further questions will be answered.**

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**Dawn Vittorioso**  
**Buyer II**

*Interested parties should monitor this website, on a regular basis, for any additional information that may be posted.*



**OSolicitation Information**  
**January 6, 2022**

**RFQ #7669823**

**Title:** Master price Agreement (MPA) #340 - Laboratory Equipment and Supplies Specifications

**Submission Deadline:** *February 1, 2022 @ 12:30 PM Eastern Time (ET)*

Questions concerning this solicitation must be received by the Division of Purchases at [DOA.Purquestions10@purchasing.ri.gov](mailto:DOA.Purquestions10@purchasing.ri.gov) no later than December 25, 2021 at 10:00 AM (EST). Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP #7669823 on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

Dawn Vittorioso, Buyer II

**Note to Applicants:**

1. Vendors must register in RIVIP at the Division of Purchases' website at <https://www.purchasing.ri.gov/RIVIP/VendorRegistration.aspx>.
2. Proposals received without a completed RIVIP Vendor Certification Cover Form attached may result in disqualification.

## COVID-19 EMERGENCY PROTOCOL FOR BID OPENINGS

Vendors and the public are advised that due to Covid-19 emergency social distancing requirements bid openings at the Division of Purchases shall be conducted via live streaming on the ZOOM website/application. Vendors and the public shall not be permitted to enter the Division of Purchases to attend bid openings. Vendors and the public who attend bid openings via live streaming shall be required to identify themselves and a record of all such attendees shall be maintained by the Division of Purchases. Vendor bid proposals shall be opened and read aloud at the date and time listed herein. The results of bid solicitations requiring a public copy for public works projects shall be posted on the Division of Purchases website as soon as possible after the bid opening. For RFP solicitations only vendor names shall be read aloud at the opening.

Vendors and the public are further advised that visitor access to the Powers Building at One Capitol Hill, Providence, RI requires pre-screening at the entrance to the building. In accordance with the Governor's Executive Order(s) and Department of Health emergency regulations all visitors to the Powers Building must wear a cloth mask which covers the nose and mouth. Vendors delivering bid proposals to the Division of Purchases should allow sufficient time for the pre-screening process. The Division of Purchases assumes no responsibility for delays caused by the screening process or any other reason. Vendors are solely responsible for on time delivery of bid proposals. The Division of Purchases shall not accept late bids for any reason.

### **BID OPENING ZOOM INFORMATION**

***Division of Purchases is inviting you to a scheduled Zoom meeting.***

***Topic: 7669823 / MPA-340***

***Time: Feb 1, 2022 12:30 PM Eastern Time (US and Canada)***

***Join Zoom Meeting***

***<https://us02web.zoom.us/j/82333724016?pwd=SFlrME1JQnBQL2lXUWprZzJicTJVZz09>***

***Meeting ID: 823 3372 4016***

***Passcode: 843938***

***One tap mobile***

***+13017158592,,82333724016#,,,,\*843938# US (Washington DC)***

***+13126266799,,82333724016#,,,,\*843938# US (Chicago)***

***Dial by your location***

***+1 301 715 8592 US (Washington DC)***

***+1 312 626 6799 US (Chicago)***

***+1 646 558 8656 US (New York)***

***+1 253 215 8782 US (Tacoma)***

***+1 346 248 7799 US (Houston)***

***+1 669 900 9128 US (San Jose)***

***833 548 0276 US Toll-free***

***833 548 0282 US Toll-free***

***877 853 5247 US Toll-free***

***888 788 0099 US Toll-free***

***Meeting ID: 823 3372 4016***

***Passcode: 843938***

***Find your local number: <https://us02web.zoom.us/j/kKGVq4I>***

## **INTRODUCTION:**

The Rhode Island Department of Administration/Division of Purchases, on behalf of all Rhode Island departments, agencies, and institutions of higher education, is soliciting proposals from qualified firms to provide Laboratory Supplies & Equipment under one or more Statewide Master Price Agreement(s), as described elsewhere herein, and in accordance with the terms of this the State's General Conditions of Purchase, which can be found here: [General Conditions of Purchase \(220-RICR-30-00-13\) - Rhode Island Department of State](#)

The request for bid is for a specific list of manufacturers, from whom either directly or indirectly Rhode Island has purchased items and/or anticipates purchasing items, with a Contractor-supplied manufacturer-specific percent discount off list price provided and applicable to all items produced by said manufacturer.

A complete Contractor-provided listing of categories covering the Contractor's catalog of all available items, with a category-specific percent discount off list price provided and applicable to all items defined by each category.

This solicitation will result in one or more statewide Master Price Agreements (MPAs) for the purchase of Laboratory Supplies & Equipment for the period designated in this solicitation. One or more contract(s) comprising (a) statewide MPA(s) will be issued incorporating all agreed contract pricing.

Vendors may submit a partial list of the materials requested in this solicitation.

## **ORDER PLACEMENT:**

Contractor should maintain a live, twenty-four (24) hour local or toll-free telephone access number for all Contract Users to respond to questions. All contact information including access numbers should be included in the response and preferably be available to all Contract Users online. Prior to an award, successful Bidders will be required to identify/establish one or more local or toll-free access numbers allowing free calls from all State office locations. Please indicate your company's ability to meet these requirements, including detailed information on typical procedures for placing and verifying orders.

## **CONTRACT LIST MAINTENANCE:**

Contractor must agree to an annual evaluation of the contract list and the State's top spend items. Contractor and the State will revise items on the contract list to replace discontinued manufacturers to rebalance the list through additions and deletions ensuring that the items that accounted for the largest spend in the prior twelve (12) months are included on the contract list. Recommended additions and deletions will be reviewed with Purchasing and revisions to the contract list may follow, if agreed to by the Chief Purchasing Agent. New additions to the contract list shall be guaranteed better pricing than previously achieved through either the manufacturer discount list and/or category discount schedule list.

*Please indicate your company's ability to meet this requirement and describe typical contract list maintenance procedures for similar clients.*

**FILL-RATE REQUIREMENTS:**

Contractor should maintain a fill rate of 98% for contracted contract list items. The selected Contractor(s) should also maintain a 95% fill rate on the full line catalog. (fill rate is defined as the total number of requisition lines filled/divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order).

*Please indicate your company's ability to meet this requirement and include historic fill rates for contract lists and full line catalogs.*

**RESPONSE TIMES TO ORDERS:**

~~Contractor(s) must be able to fill and deliver orders for general laboratory supplies on-site within one (1) day of order placement by Contract users, either via the internet or fax based on an order submitted by 5:00 p.m. the prior day.~~ *“Contractor(s) must be able to process orders for general laboratory supplies within one (1) day of order placement by Contract users, either via internet or fax based on an order submitted by 5:00 PM the prior day. Any delays in delivery must be promptly communicated to Contract Users, and alternate product availability must be provided where supply disruptions are noted.”*

*Please indicate your company's ability to meet these requirements and include typical response time to orders (by product subcategory, if applicable).*

**DELIVERY:**

Contractor or assignee should make delivery of each order to an inside location (e.g., warehouse, desktop, etc.) as directed by the ordering customer. Contractor must comply with parking and delivery requirements (times, locations, permits, etc.) of the ordering customer.

Vendor will obtain “ship to” information from each participating customer.

*Please indicate your company's ability to provide this on a regular basis for across the State of Rhode Island' geography.* ~~*Indicate if delivery is provided directly by your company's resources, or if third party vendors are used. If a third party vendor(s) is used, submit a signed certification by the third party as to the ability to meet these requirements.*~~

**SHIPPING:**

A packing label must be on each box and should include the following items, visible on the outside of the box:

- Delivery address (with floor and room number, where appropriate)
- Ordering customer's name and unit (department, agency, division, etc.)
- Rhode Island personnel customer contact person
- Rhode Island purchase order number
- Telephone number
- Vendor order number

A packing slip must also be included with each shipment, and should include at least the following information in no particular order:

- All information contained on the packing label
- Line-item description(s)
- Number of parcels
- Product item number(s)
- Quantity included in shipment
- Quantity ordered
- Rhode Island purchase order number
- Status of back-order items
- Unit Price

*Please indicate your company's ability to provide this level of shipping detail for all orders, and any other information you provide as a standard.*

**RETURNS:**

Any materials delivered in poor condition, more than the amount authorized by the ordering customer, or not ordered by the ordering customer may, at the discretion of the ordering customer, be returned to the Contractor's warehouse at the Contractor's expense within 30-days.

Credit for returned good should be made within two (2) business days once Contractor receives returned goods. A returned goods authorization procedure shall be agreed to prior to award.

*Please indicate your company's ability to meet these requirements.*

**CUSTOMER SERVICE:**

Contractor should provide a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during Contractor's operating hours. All service representatives should have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, Statewide contract pricing, contracted product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or toll-free number preferred).

*Please provide a description of your customer service capability, and its ability to meet these requirements.*

**QUALITY ASSURANCE GUARANTEES:**

Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturers' warranties. The terms of this contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the contract(s), manufacturer(s) or other sources. The Contractor(s) shall agree to repair and/or replace immediately without charge (including freight both ways) to Contract Users, any product or part thereof, which proves to be defective or fails within the warranty period as specified.

*Please indicate your company's ability to meet this requirement. Please provide additional information regarding your current quality assurance program, if applicable.*

**TEST SAMPLES:**

When requested, Contractors will be required to supply sample products in sufficient quantities for testing purposes when requested. Samples should be provided within four (4) days of request by Contract Users.

*Please indicate your company's ability to meet this requirement.*

**REPORTING REQUIREMENTS:**

Contractors are required to provide quarterly and annual reporting on Rhode Island spending. Reporting is due within ten (10) working days after the close of the respective billing period. Reporting must be provided in an electronic spreadsheet or database format (such as Microsoft Excel). Usage reporting should capture the following detail for each order placed:

- Date of order
- Delivery address information
- Items sorted by on-contract and off-contract designation
- Line-item classification/description
- Line-item Contractor ID
- Line-item manufacturer ID
- Name of ordering Department/Agency/Institution
- On-contract or off-contract designation indicated
- Quantity purchased
- Total spend per line-item per order
- Unit list price
- Unit Rhode Island price

In addition, the contract is required to provide, at no additional cost to Rhode Island, supplemental reports related to Rhode Island spending on an as-needed basis.

*Please indicate your company's ability to provide this level of reporting detail, and any other information you provide as a standard. Please provide any sample reporting as a separate attachment.*

**TERMS AND CONDITIONS GOVERNING PRICING:**

In addition to the service level requirements as indicated, the following terms and conditions should apply to all pricing provided, and will be the basis under which any pricing proposed is assumed to be valid when selecting a Bidder and generating a contract resulting from this solicitation process:

**TERM OF PRICING:**

The term of the pricing proposed by the Bidder will be governed by the following schedules:

- **Laboratory supplies & Equipment contract list:** The discount from list pricing on the Contractor's list for Laboratory Supplies & Equipment will remain fixed for the life of the contract, except for

the annual review of items being proposed as replacement for discontinued manufacturers on the Contractor's list.

- **Pricing will reflect the DELIVERED price:** All items will be priced inclusive of any packing, shipping, and delivery charges (including dry-ice and hazmat charges). Size of order and/or delivery location will have no impact on pricing. Standard delivery and shipping requirements are outlined in Section III.A.8-10 of this RFP.
- **Taxes:** All pricing proposed will be exclusive of any taxes charged to Rhode Island. Sales to the State of Rhode Island are exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries pursuant to this contract will be free of Federal excise and transportation tax charges. Contractor is subject to all Federal, State and Local taxes, as applicable.
- **Term of Contract:** It is the intention of the State to establish (a) contract(s) within initial term of three (3) years, with the options for two (2) additional annual extensions. A longer contract duration may be considered, but all pricings should be based upon a three (3) year contract term.
- **Additional charges:** Service fees or additional costs not covered in this solicitation will not be invoiced to Contract Users during the term of this agreement.
- **No return fee for errors:** There will be no return fees for inaccuracies or other errors on the part of the contractor of the State.
- **Rush charges due to errors:** Any Contractor's error (e.g., stock-outs, etc.) resulting in.

#### **MANUFACTURER DISCOUNT PROPOSAL:**

Rhode Island is providing a list of laboratory supplies manufacturers frequently used by the State of Rhode Island to cover all in a Bidder's catalog that may be ordered from time to time. If both a Manufacturer Discount and a Category Discount Schedule apply to the same item, the supplier shall guarantee the better of the two discounts whenever Rhode Island shall order said item. Please make sure to note any manufacturer exclusions to these proposed percentage discounts. Also, if specific manufacturers are not included in the list, provide a separate bid included with your response for those additional manufacturers. Please include manufacturers that are not listed but you believe would be advantageous to Rhode Island to be included based on what you know about Rhode Island's laboratory supplies needs and your experience and relationship with these manufacturers.

#### **SPECIAL ORDERS:**

***No special orders are included as offerings for this Master Price Agreement. All products must be listed on a supplier's website or included in a supplier catalog.***

#### **COST PROPOSAL INSTRUCTIONS:**

- One (1) printed paper copy – must be typed.
- One (1) Electronic copy on a CD-R, marked "Cost Proposal"
- Vendors may submit a partial list of the materials requested in this solicitation.

#### **INSURANCE REQUIREMENTS:**

1. In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and **General Conditions - Addendum A found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>**, the following insurance coverage shall be required of the awarded vendor(s):



**General Requirements:**

- 1a)  Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.  
*\* Commercial General Liability of \$1 million per occurrence and \$1 million aggregate, and product liability insurance coverage of \$1 million per occurrence and \$1 million aggregate, with a maximum deductible of \$5,000 per occurrence. The State should be an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.*
- 1b)  Workers' compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 1c)  *\* Auto Liability. For all autos. (Bearing in mind that this includes more than automobiles) - \$1 million per occurrence. The State should be an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.*

**Professional Services:**

- 1e)  Professional liability ("errors and omissions") - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.  
*\* Professional Liability. \$2 million per occurrence and \$2 million in an annual aggregate. A waiver of subrogation in favor of the State to the extent that coverage to the Contract Party is not impaired.*

**PROPOSAL SUBMISSION:**

Interested vendors must submit proposals to provide the goods and/or services covered by this RFQ on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked **RFQ #7669823** to:

RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

**CONCLUDING STATEMENTS:**

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State's best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase shall be the contractual terms and conditions between the parties upon issuance of a Purchase Order by the Division of Purchases. The State's General Conditions of Purchase can be found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and addenda can be found at <https://ridop.ri.gov/rules-regulations/>.

## Vendor Questions with State Responses for RFQ Master Price Agreement (MPA) #340 - Laboratory Equipment and Supplies

Question 1: "The request for bid is for a specific list of manufacturers, from whom either directly or indirectly Rhode Island has purchased items and/or anticipates purchasing items, with a Contractor-supplied manufacturer-specific percent discount off list price provided and applicable to all items produced by said manufacturer."

Is it acceptable to respond quoting other branded products?

Answer to question 1: Yes, if adding a product(s) to Cost Form #1, please insert the items at the bottom of the spreadsheet. If you are adding a product(s) to Cost Form #2, please be sure to list it under the appropriate category. The intent of listing the current vendor's inventory was to provide a sample of supplies that were ordered previously by the State of Rhode Island.

Question 2: Upon review, if there are bid terms and conditions Vendor may not be able to agree to, will the State of Rhode Island allow Vendor to include clarifications or exceptions as part of its bid submission?

Answer to question 2: Please see Regulation 220-RICR-30-00-13.3, which can be found here: [General Conditions of Purchase \(220-RICR-30-00-13\) - Rhode Island Department of State](#)

Please also see the statement included on the RIVIP form, which states: **Submission by the Vendor of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Vendor certifies that: (1) the Vendor has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Vendor Certification Cover Form) is accurate and complete. The Vendor acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Vendor pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Vendor.**

Question 3: Specifically, if there are insurance requirements that Vendor may not be able to agree to will the State of Rhode Island consider exceptions to insurance terms and conditions?

Answer to question 3:

Please see Regulation 220-RICR-30-00-13.3, which can be found here: [General Conditions of Purchase \(220-RICR-30-00-13\) - Rhode Island Department of State](#)

In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and **General Conditions - Addendum A** found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>.

Question 4: Can the State of Rhode Island please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid?

Answer to question 4: Please enter an Access to Public Records (APRA) request for the previous bid #7550056. Requests can be made here: <http://www.transparency.ri.gov/apra/>

Question 5: Are renewals at the sole discretion of the State of Rhode Island or by mutual consent of the State of Rhode Island and Vendor?

Answer to question 5: Renewals are at the sole discretion of the State of Rhode Island.

Question 6: Are price increases permitted upon renewal?

Answer to question 6: This information is included on page 6 & 7 of the solicitation.

Question 7: Regarding Page 7, Manufacturer Discount Proposal, can the State of Rhode Island please elaborate on what it means by provide a separate bid? Does this mean that if we want to offer pricing for alternate items made by different manufacturers for any line item that we should submit multiple, separate bid responses?

Answer to question 7: Please see the response to question #1.

Question 8: The products referenced are mostly Wilkem Scientific part numbers. Wilkem is not a major domestic distributor of laboratory supplies and most large domestic manufacturers do not have a cross-reference to Wilkem product numbers. Could the State please provide manufacturer name and manufacturer part numbers for the items in the Excel file, Tab 1, MPA 340 - Cost Proposal #1?

Answer to question 8: Please see the response to question #1. The vendor can add supplies to the cost sheet.

Question 9: Page 3. Order Placement. The State requires, “Contractor should maintain a live, twenty-four (24) hour local or toll-free telephone access number for all Contract Users to respond to questions.” Can the State clarify that a live person is not required to be available 24/7/365 to answer calls from the Contract Users? We would assume that the expiring contract is serviced during normal business hours and days throughout each calendar year.

Answer to question 9: In the event of an emergency order, the vendor should have an answering service to respond after normal business hours.

Question 10: Page 4. Fill Rate Requirements. The State requires, “Contractor should maintain a fill rate of 98% for contracted contract list items. The selected Contractor(s) should also maintain a 95% fill rate on the full line catalog.” What is the definition of “contracted contract items? It is inconceivable that either of your current Contractors were able to provide 98% fill rate for all items the State has ordered over the past year due to supply chain disruptions caused by the COVID-19 global pandemic. Would the State be willing to amend this requirement to 98% fill rate for stocked items not impacted by the COVID-19 pandemic? We would suggest you amend the language to state, “Contractor should maintain a fill rate of 98% for stocked items. The selected Contractor(s) should also maintain a 95% fill rate on their full line catalog.”

Answer to question 10: No, the State will not be modifying the language as requested.

Question 11: Page 4. Response Times to Orders. The State requires, “Contractor(s) must be able to fill and deliver orders for general laboratory supplies on-site within one (1) day of order placement by Contract users, either via the internet or fax based on an order submitted by 5:00 p.m. the prior day.” Again, it is inconceivable that either of your current Contractors were able to provide the required response time for all items the State has ordered over the past year due to supply chain disruptions caused by the COVID-19 global pandemic. Would the State be willing to amend this requirement to read “Contractor(s) must be able to process orders for general laboratory supplies within one (1) day of order placement by Contract users, either via internet or fax based on an order submitted by 5:00 PM the prior day?” We could also agree to any requirement that product delivery information would be provided to Contract Users within 24 hours of order processing. Any delays in delivery would be promptly communicated to Contract Users, and alternate product availability would be provided where supply disruptions are noted.

Answer to question 11: The solicitation has been amended – language has been modified.

Question 12: Page 4. Delivery. The State requires in the third paragraph, “If a third-party vendor(s) is used, submit a signed certification by the third party as to the ability to meet these requirements.” As products from Fisher Scientific are currently delivered by UPS, it is unlikely that any bidder can get a signed certification by a third-party vendor such as UPS or FEDEX Ground. We request the State remove this requirement as it creates unnecessary and unreasonable requirements of bidders. The State certainly has the right to cancel a Contract with any awardee who cannot provide shipments as requested.

Answer to question 12: The solicitation has been amended – language has been omitted.

Question 13: Page 7 & 8. Insurance Requirements. The State requires in Page 8 under Professional Services, “Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.” As this solicitation is for goods and not services, we believe the requirement for Professional Liability coverage is not warranted and should be removed from the required insurance coverage. We request the State remove this requirement.

Answer to question 13: The Insurance Requirements section has been updated on the amended solicitation to the following:

***General Requirements:***

- 1a)  Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.  
*\* Commercial General Liability of \$1 million per occurrence and \$1 million aggregate, and product liability insurance coverage of \$1 million per occurrence and \$1 million aggregate, with a maximum deductible of \$5,000 per occurrence. The State should be an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.*
- 1b)  Workers’ compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 1c)  *\* Auto Liability. For all autos. (Bearing in mind that this includes more than automobiles) - \$1 million per occurrence. The State should be an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.*

***Professional Services:***

1e)  Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.

*\* **Professional Liability.** \$2 million per occurrence and \$2 million in an annual aggregate. A waiver of subrogation in favor of the State to the extent that coverage to the Contract Party is not impaired.*

Question 14: In the Excel workbook, MPA-340 - Cost Proposal #2, the State has created several categories of products that require Contractors to offer only one discount in each of these categories, and then stipulates that discounts are requested by vendor. Large domestic distributors offer millions of products from thousands of manufacturers and suppliers with products of varying margins within each manufacturer’s category. By limiting offers to one (1) discount for each of these categories and vendor, and with award based upon the largest discount(s) offered, the solicitation allows offerors to limit the breadth of products offered to the State’s Contract Users, as well as promotes “gaming” of the evaluation. We recommend that the State remove the created categories and require offerors to submit an auditable comprehensive discount schedule that will encompass their full product offering – like what the State of Idaho required respondents to provide in their expiring contract award and NASPO ValuePoint Master Agreement for lab supplies (2015). We also recommend that the State require each respondent to provide a price file (in Excel) with an auditable key to the discount schedule offered. Further, for maximum savings to the State, we recommend that the price file, and the offerors List Prices, be fixed between January 1 and December 31 of each contract year. This time period corresponds to the typical timeframe that manufacturers and suppliers provide updated pricing to their authorized distributors and would provide the State with the greatest cost savings.

Answer to question 14: Please see the response to question #1.

Question 15: Due to the fact that Wilkem product numbers were provided and over 700 items are requested to be priced, we request the State grant an extension of the bid opening till no earlier than 1/27/2022 for the State to provide answers to bidder questions and also allow sufficient time for cross-referencing and pricing? Due to the holidays, few people are working at the close of the year and before 1/3/2022.

Answer to question 15: The solicitation has been extended to February 1, 2022 @ 12:30 PM Eastern Time (ET).