



HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS (HCBCC)
PURCHASING DIVISION
600 S. Commerce Ave
Sebring, FL 33870
(863) 402-6500

DATE: October 3, 2023
BID NO. 23-041-KSB ADDENDUM No. 3
Project.: **Basic and Advanced Life Support Pharmaceuticals and Supplies (ALS/BLS)**

The following represents clarification, additions, deletions, and/or modifications to the above referenced solicitation. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation, as applicable.

Questions and Answers

- Q1 Is the following language an acceptable alternative to the bids indemnification language given we are a distributor of the products and not the manufacturers: *Contractor will pass through to the County, at the time of sale, any transferable product warranties, indemnities and remedies provided to the Contractor by the Manufacturer. TO THE EXTENT PERMITTED BY LAW, Contractor PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE INDEMNITEES SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THERON.*
- A1 **No, the County cannot alter the indemnification language provided in the solicitation.**
- Q2 Are any “piggybacks” upon mutual agreement between the “piggybacking entity” and the Bidder? In other words, if an agency asks to piggyback on this contract we can reject the request if we currently have another agreement with them. They would have to dissolve that contract first before we would allow them to piggyback onto your contract. Many of the bids we do have the same products so we can only have one contract in place for a customer at a time.
- A2 **See section 1.37 regarding “piggybacking” It is the Vendors discretion to allow other entities to piggyback.**
- Q3 **3.1.1 7**
If the Contractor is unable to provide limits per separate project, will the County consider removing the following language, “such CGL insurance contains a general aggregate limit, it

shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000.”

If the risk referenced is not applicable to the Contractor’s line of business, will the County consider removing the following language, “And property damage resulting from the explosion, collapse or underground (x,c,u) exposures.”

A3 The vendor will need to meet the insurance requirements described in Section 3 of the Invitation to Bid

Q4 3.1.2 If the Contractor does not endorse its policies, will the County consider removing the following language, “The policy shall be endorsed to provide the contractual liability coverage.”

A4 The vendor will need to meet the insurance requirements described in Section 3 of the Invitation to Bid

Q5 3.2.2.1

If the Contractor is able to include the County on the policy but unable to name the County, is this acceptable?

A5 The vendor will need to meet the insurance requirements described in Section 3 of the Invitation to Bid

Q6 3.2.2.3

Will the County consider adding “shall endeavor to” to the first sentence?

A6 The vendor will need to meet the insurance requirements described in Section 3 of the Invitation to Bid

Q7 3.2.2.4

If the Contractor is able to double the liability aggregate limits in lieu of providing per jobsite/per job aggregate coverage, is this acceptable?

A7 The vendor will need to meet the insurance requirements described in Section 3 of the Invitation to Bid. This not a construction ITB, therefore the “jobsite” and “job aggregate” is not applicable.

Attachments: None

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