

Hand Sanitizer, Disinfectant Spray, and Disposable Masks (Annual Contract)

Bid 22-16

Addendum #1

The information contained in this document shall become an official part of the original document and shall be acknowledged as noted on the Bid Certification Form (Form 2) of solicitation document in the space provided. Failure to acknowledge receipt of an addendum may result in a status of non-responsive. Firms are encouraged to review the contents of this document and to respond accordingly.

Addendum No. 1 is issued to answer the following questions submitted.

Question:	Answer:
1. We would request that alternate products be considered for items 1 and 2.	Alternates will not be considered for items 1 and 2.
2. We are interested in submitting a bid for ITB No. BID22-16 and would like to ask if this is a follow-on requirement to any previous awards? If so, would you mind providing us with the price for the previously awarded contract?	The District has no previous solicitation which was awarded.
3. Do you have a distribution center that we would be shipping the products to? Or would we be shipping direct to the address in the attachment?	Please refer to Section 3.0 Scope of Work, page 14 of the solicitation document. "Orders will be placed by the Maintenance and Operation Department with delivery to individual sites as noted on a distribution list provided with the purchase order. A list of the District sites is provided in Attachment C."
4. Will you be awarding this to multiple vendors? For instance, we would like to just bid on the masks if that's okay.	Please refer to Section 9.0 Basis of Contract Award on page 15 of the solicitation document.
5. Will you accept alternate hand sanitizer and disinfectant spray products?	Alternates will not be considered for items 1, 2, and 3.
6. We would like to request a material substitution of goods and services. We manufacture 70% ethyl alcohol hand sanitizer.	Alternates will not be considered for items 1 and 2.
7. Is it possible to get a copy of the previous awarded bid in conjunction with your new bid #22-16?	The District has no previous solicitation which was awarded.
8. For this bid, what level 3 ply masks is this bid for? Is it ASTM Level 1, FDA?	ASTM Level 1 3 ply masks.
9. We produce hand sanitizer that is prescribed by the FDA & WHO and is an alcohol liquid base.	Alternates will not be considered for items 1 and 2.
10. Request to substitute America's Choice Spray Hand sanitizer.	Alternates will not be considered for items 1 and 2.
11. Upon review, if there are bid terms and conditions Vendor may not be able to agree to found after the request for material substitution deadline has passed, will the School System still allow Vendor to include additional clarifications or exceptions as part of its bid submission?	No.
12. Does the School System consider electronic signatures to be valid "original" signatures (i.e.: DocuSign)?	No.

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<p>13. Please confirm that bids may be submitted initially without having notarized all required sections, and that submissions of notarized-required sections can come after a winner is declared/ after the submission date.</p>	<p>As stated in the cover letter, page 1 of the solicitation document:</p> <p style="text-align: center;">“While all forms are required, Bidders will not be required to submit notarized forms with their initial bid submittal due to COVID-19. However, all forms must be signed. The successful Bidder will be required to submit notarized forms when normal operations resume. If the successful Bidder fails to supplement the notarized forms with notarized copies or if it appears that a form originally submitted was false, then the District reserves the right to rescind any contract before or after award and/or hold the Bidder liable for damages.”</p>
<p>14. Does a certificate of insurance need to be submitted with the bid by submission date? Or, like the notarized sections, can this come after awards are made/post-submission due date?</p>	<p>As stated in Section F. Delivery and Submission of Bids. Page 4 of the solicitation document.</p> <p>“Please include with your bid all documents requested by this solicitation, including, but not limited to, a copy of your firm’s current business license and certificate of insurance. Failure to include all of the information and/or documents requested by this solicitation could result in Bidders’ submittal not being considered by the SCCPSS.”</p>

REQUEST FOR MATERIAL SUBSTITUTION OF TERMS:

REQUEST:	RESPONSE:
<p>With regards to Invitation to Bid, Page 17, Section 13.0 Insurance, Bidder does not agree to language as written, but will agree to the following proposed language, please confirm your agreement.</p> <p>13.0 INSURANCE:</p> <p>The Contractor shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide the District a certificate(s) of insurance evidencing the same, showing that the District and all of its elected school board members, administrators, officers, employees, agents, attorneys, heirs, successors, and assigns, are <u>included - listed as additional named insureds on the commercial general liability policy. all insurance policies except for Contractor’s workers’ compensation and professional liability policies.</u> The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than <u>A A-:8. Further the contractor will provide copies of all insurance policies required thereunder.</u> No changes are to be made to these specifications without prior written specific approval by the Board.</p> <p>A. Commercial General Liability Insurance, including Bodily Injury, Property Damage, Personal Injury, <u>Blanket Contractual liability and Broad-Form Property Damage Coverage, Products and Completed Operations coverage including Products Liability coverage,</u> with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.</p> <p>B. Commercial Automobile Liability Insurance, including owned, non-owned, leased and hired motor vehicle coverage with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.]</p> <p>C. Worker’s Compensation Insurance Statutory limits in accordance with O.C.G.A.34-9-120 et. seq</p> <p>D. Umbrella Insurance with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate.</p>	<p>Not accepted</p>

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<p>With regards to Sample Contract for Goods and or Services, Page 4, Section 14, Audits by the District and Correction of Accounts, Bidder does not agree to language as written, but will agree to the following proposed language, please confirm your agreement.</p> <p>Bidder agrees that the School System, upon reasonable notice to Bidder, during normal business hours, at School System’s expense and no more than once per calendar year, will have the right to examine records of Bidder related to this Agreement solely to verify invoice data, until expiration of one (1) year after the final payment under this Agreement. Bidder will be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.</p>	<p>Not accepted</p>
<p>With regards to Sample Contract for Goods and or Services, Page 5, Section 16 Insurance, Bidder cannot agree to language as written, but can agree to the following, please confirm your agreement.</p> <p>16. Insurance: The Contractor shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide the District a certificate(s) of insurance evidencing the same, showing that the “Board of Public Education for the City of Savannah and the County of Chatham, the body corporate responsible for public education in the City of Savannah and the County of Chatham commonly known as the Savannah Chatham County Public School System (“SCCPSS”) and all of its elected school board members, administrators, officers, employees, agents, attorneys, heirs, successors, and assigns,” are listed as additional named insureds on the commercial general liability policy, all insurance policies except for Contractor’s workers’ compensation and professional liability policies. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A A-8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.</p> <p>A. Commercial General Liability Insurance, including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual liability, and Broad-Form Property Damage Coverage, including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.</p> <p>B. Commercial Automobile Liability Insurance, including owned, non-owned, leased and hired motor vehicle coverage with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.</p> <p>C. Worker’s Compensation Insurance Statutory limits in accordance with O.C.G.A.34-9-120 et. seq</p> <p>D. Umbrella Insurance with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate.</p>	<p>Not accepted</p>

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REQUEST:	RESPONSE:
<p>With regards to Sample Contract for Goods and or Services, Pages 5-6, Section 17, Indemnification, Bidder does not agree to the language as written, but will agree to the following proposed language, please confirm your agreement.</p> <p>Bidder agrees that it shall indemnify and hold the School System harmless from and against any and all losses, costs, damages, claims, suits and/or liabilities (“Losses”) incurred by the School System as a result of a third-party claim of bodily injury to the extent such Losses are solely caused by Bidder's negligence or willful misconduct in the performance of Bidder's obligations under the Contract with the School System. This indemnity does not extend to any Losses arising out of, resulting from or related to the School System's negligence or willful misconduct.</p> <p>A party's right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim, but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement that specifically apportions fault or liability to the indemnified party without the indemnified party's prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party's defense against the claim.</p>	Not accepted
<p>With regards to Sample Contract for Goods and or Services, Page 6, Section 18, Indemnification for Suits or Claims for Intellectual Property Infringement, Bidder does not agree to the language as written, but will agree to the following proposed language, please confirm your agreement.</p> <p>Bidder agrees that it shall indemnify and hold the School System harmless from and against any and all losses, costs, damages, claims, suits and/or liabilities (“Losses”) incurred by the School System as a result of a third-party claim of bodily injury to the extent such Losses are solely caused by Bidder's negligence or willful misconduct in the performance of Bidder's obligations under the Contract with the School System. This indemnity does not extend to any Losses arising out of, resulting from or related to the School System's negligence or willful misconduct.</p> <p>A party's right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim, but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement that specifically apportions fault or liability to the indemnified party without the indemnified party's prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party's defense against the claim.</p>	Not accepted

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REQUEST:	RESPONSE:
<p>With regards to Sample Contract for Goods and or Services, Page 6, Section 19, Warranty, Bidder does not agree to the language as written, but will agree to the following proposed language, please confirm your agreement.</p> <p>BIDDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY BIDDER INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE. THE SCHOOL SYSTEM SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF BIDDER HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS OR SERVICES NOT SET FORTH IN THE SCHOOL SYSTEM CONTRACT.</p>	Not accepted

*****All other terms and conditions remain unchanged*****

End of Addendum #1 to Bid 22-16

Joan R. Carter, Lead Purchasing Agent

SCCPSS Purchasing Department

October 20, 2021