

COUNTY OF MOORE
NORTH CAROLINA

INFORMAL BID

ISSUE DATE: September 11, 2019

INFORMAL BID 2020-05

TITLE: **Nexplanon – Health Department**

ISSUING DEPARTMENT: **COUNTY OF MOORE**
Financial Services
206 S. Ray Street
PO Box 905
Carthage, NC, 28327

Electronic Bids will be received until **4:00 PM Monday, September 30, 2019** from qualified vendors for Nexplanon for the County of Moore Health Department. All inquiries for information concerning Instructions to Bidders, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

Terra Vuncannon, Purchasing Manager
PO Box 905
206 South Ray Street
Carthage, NC 28327
(910) 947-7118
tvuncannon@moorecountync.gov

Electronic Bids shall be e-mailed to Terra Vuncannon at tvuncannon@moorecountync.gov with Informal Bid 2020-05 in the subject line. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Invitation for Bids and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed bid.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

By: _____

(typed)

By: _____

(signed)

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	Page 3
BACKGROUND	Page 6
BID FORM	Page 7
NON-COLLUSION AFFIDAVIT	Page 8
E-VERIFY AFFIDAVIT	Page 9
MINORITY PARTICIPATION AFFIDAVIT	Page 10

INSTRUCTIONS TO BIDDERS

1. **Electronic Bid shall be submitted to the Issuing Department and include the enclosed Bid Form.** In order for a bid to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this Informal Bid. The County reserves the right to make an award in whole, or in part, and to reject any and/or all bids, and to waive any informality in bids unless otherwise specified by the Bidder. The Proposer shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in proposal figures. The County pays sales tax and will add this to your proposal figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the Informal Bid issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one if this solicitation or via e-mail to tvuncannon@moorecountync.gov. All questions concerning this Informal Bid shall reference the section and page number. Questions and responses affecting the scope of goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions to tvuncannon@moorecountync.gov shall be received no later than 10:00 am Wednesday, September 18, 2019. NO EXCEPTIONS.** All addendums pertaining to this Informal Bid will be posted to the County website at www.moorecountync.gov within 24 – 48 business hours after the deadline for questions. **It is the bidder's responsibility to check the website for the addendums.**
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department in writing, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the proposal shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**
5. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until

90 days after proposal opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.

6. Pursuant to North Carolina General Statutes Section 143-131, “award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the bids for the performance of the contract.”
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer’s most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as appropriate.
8. All purchases for goods or services are subject to the availability of funds for this particular purpose.
9. The contractor shall not represent itself to be an agent of the County.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County’s premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
13. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
14. Bidders are cautioned that this is an informal bid, not a request for contract, and the County of Moore reserves the right to reject any and/or all bids. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.

15. Bids will be tabulated, evaluated and a recommendation presented to the County Health Director and/or County Manager for approval.
16. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
17. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days' notice to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
18. Each electronic bid shall be signed and dated by an official authorized to bind the form. Unsigned bids will not be considered.
19. Upon receipt by Moore County Financial Services, your Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal may be reviewed by the County's evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder must be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Bidder agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Bidder has designated as a trade secret. Any Bidder that designates its entire Proposal as a trade secret may be disqualified.

20. Bidder shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In addition, the Provider shall maintain, at its expense, the following minimum insurance coverage:

General Liability - \$2,000,000
Auto Liability - \$2,000,000
Umbrella Coverage - \$5,000,000

BACKGROUND

Informal Bid Request for approximately Qty (50) Nexplanon Intradermal Implants for 340B Covered Entity

The Moore County Health Department is a certified covered entity for contraceptive purchases through the federal 340B Drug Pricing Program as a Title X Family Planning Clinic.

The 340B Drug Pricing Program allows safety-net providers to obtain and provide outpatient drugs at a discount of “340B” rate. The program’s purpose is to help safety-net providers take advantage of limited federal resources in order to reach more eligible patients and provide more comprehensive services.

The program is administered by the Office of Pharmacy Affairs, within the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS).

The Moore County Health Department 340B Identification Number for contraceptive purchases is FP283273

The Moore County Health Department, located at 705 Pinehurst Avenue, Carthage, NC 28327 is seeking competitive quotes with 340B pricing or lower including all shipping costs for the following contraceptive product:

- Qty approximately (50) NDC: 00052-4330-01 Nexplanon 68MG intradermal implants with an expiration date no less than 2021.
- Shipment, Delivery and Invoice must be received within two weeks of award.

Federal funds (Title X, Women’s Health Service Funding, Temporary Aid to Need Families), are utilized for this project and applicable Federal laws, policies, and standards must apply for all aspects of this project.

BID FORM

This Bid consist of product and shipping. Use this form for submitting Bids. No alterations, changes in Bid format will be allowed. All items should be priced for the units and quantities specified. The County of Moore shall reserve the right to reject any or all Bids. Opening will be at 206 South Ray Street, Carthage, NC in the office of Terra Vuncannon.

ITEM	COST
Approx. Qty. 50 NDC: 00052-4330-01 Nexplanon 68MG intradermal implants with expiration no less than 2021	
Shipping	
Sales Tax (7%) if applicable	
TOTAL COST	

Responsive Bid must include the following documents:

- 1. Signed Bid Form**
- 2. Notarized Non-Collusion Affidavit**
- 3. E-Verify Affidavit**
- 4. Minority Participation Document**

Electronic Bids shall be e-mailed to Terra Vuncannon at tvuncannon@moorecountync.gov with Informal Bid 2020-05 in the subject line no later than 4:00 pm Monday, September 30, 2019.

On behalf of _____ (Bidder), I am submitting a bid for the **Nexplanon**. This Bid covers equipment, labor, materials, traffic control and all other incidentals to complete the project. I certify that the contents of this Bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

By: _____ (Printed)

By: _____ (Signature)

Date: _____

E-mail: _____

Receipt of the following addendum is acknowledged:

Addendum No. _____ Received: (circle) YES / NO Date: _____

Addendum No. _____ Received: (circle) YES / NO Date: _____

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Moore

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the proposer that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature and Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This ____ day of _____, 2019

Notary Public
My commission expires _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this ____ day of _____, 2019.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2019.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Minority Participation – Own Workforce Document

State of North Carolina – Affidavit B - Intent to Perform Contract with Own Workforce.

County of Moore

(Name of Bidder)

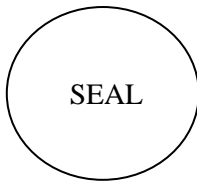
I hereby certify that it is our intent to perform 100% of the work required for the **NEXPLANON** purchase.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____