TRANSYLVANIA
COUNTY
NORTH CAROLINA

INVITATION FOR BIDS (IFB)

Rural Community Opioid Response Program—Planning
Gap & Needs Assessment & Strategic Action Planning Facilitation
C.A.R.E. Coalition of Transylvania County
Transylvania Public Health

RELEASE DATE: Monday, September 21, 2020
BID DUE DATE: Friday, October 23, 2020
TRANSYLVANIA COUNTY ADMINISTRATION COMMISSIONERS CHAMBERS
QUESTIONS DUE: Monday, October 5, 2020

INTRODUCTION

Transylvania County, hereby referred to as (Owner) will be accepting bids from contractors hereby referred to as (contractor) for the **RURAL COMMUNITIES OPIOID RESPONSE PROGRAM—PLANNING GRANT, GAP & NEEDS ASSESSMENT & STRATEGIC PLANNING FACILITATION.**

SCOPE OF WORK

The project consists of conducting an in-dept needs assessment and gap analysis of regional substance use disorder/opioid use disorder (SUD/OUD) services and systems by gathering and analyzing quantitative and qualitative data. Additionally, this project will involve drawing on the results from the assessment to facilitate strategic action planning with representatives from agencies involved in SUD/OUD services.

GENERAL CONDITIONS

Materials, Equipment and Employees

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, and incidentals necessary for the completion of his work; as described in the attached Scope of Work, and in accordance with the requirements of the contract documents.

Any proposed work that is beyond the defined Scope of Work must be approved in writing by the Owner prior to its commencement.

Any and all subcontractors that perform work on behalf of the Contractor must be listed in the Bid Form and approved by the Owner. Any changes to the subcontractor listing in the Bid Form, whether it be the subcontractor themselves or the type of work performed by a listed subcontractor must be approved in writing by the Owner prior to them beginning work.

The Contractor shall direct the work or designate a superintendent who shall direct the work and who has the authority to act for the Contractor. The Owner may appoint one or more representatives to act on the County's behalf.

Safety Requirements

The Contractor shall be responsible for and provide all the necessary protections for persons and property as required by laws or ordinances governing such conditions and as required by the Owner. Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards.

Contractor shall be responsible for any damage to the landowner's property or that of others on the job, by himself or his personnel and shall make good such damages. Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.

Mediation and Arbitration

Should a claim or dispute arise related to this contract, the Owner and the Contractor agree to follow the procedure described by North Carolina in its Alternative Dispute Resolution Program, whereby the parties make a good faith effort to resolve conflicts through mediation or, in the event mediation fails, through binding arbitration before legal action is initiated. The costs of mediation and binding arbitration are shared equally by the parties.

BID PROCESS AND INSTRUCTIONS TO BIDDERS

Standard Form Requirements

Contractors submitting a Bid represent that they have read and understand this Invitation for Bid (IFB), have visited the site, are qualified to perform the work described in the Scope of Work, and agree to comply with the stipulations presented in the General Conditions.

Bidding Documents

Contractors may pick up all necessary Bidding Documents from the Owner in person at the County's Finance Office at 101 South Broad Street, Brevard, NC 28712. The Owner does not assume responsibility for errors of misinterpretation resulting from the use of incomplete documents. It is the responsibility of each contractor to inquire directly with the Owner about any aspect of the Bidding Documents that is not fully understood or is believed to be susceptible to more than one interpretation. Transylvania County will accept all questions following the mandatory pre-bid meeting regarding this IFB **in writing** until 4:00 pm EST on Monday, October 5**, 2020.** Written questions can be submitted to Jennifer Galloway, 101 South Broad Street, Brevard, NC 28712 or emailed to jennifer.galloway@transylvaniacounty.org.

Interpretations, corrections and changes of Bidding Documents will be made by Addendum. Revisions to Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

Each Bidder shall ascertain prior to submitting a Bid that he has received all Addenda issued and shall acknowledge their receipt on the Bid Form. Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive, and therefore rejected.

Submission of Bid

Transylvania County will receive bids by mail or delivered in person no later than 4:00 PM EST on OCTOBER 23, 2020 at the address below. Bids received after this time will not be accepted.

Two (2) copies of the bid is to be submitted on the Bid Form provided in the Bid Package. Submit bids addressed to:

Jennifer Galloway, Purchasing Agent
Transylvania County
101 South Broad Street
Brevard, NC 28712

Please clearly label envelope with "Program Planning Services" and Bidder's Name on the outside of envelope. Transylvania County reserves the right to waive irregularities and to reject any and all bids.

All information requested on the attached Bid Form must be provided. If an item is not applicable, please indicate so by writing in "N/A".

Incomplete forms may cause the bid to be considered non-responsive, and therefore rejected.

Consideration of Bids

Transylvania County will review and evaluate the Bids on the following criteria:

- Ability to comply with General Conditions in the IFB and the General Information in the Specifications.
- References
- Cost
- Qualifications to provide requested services

Award and Notification

The award will be granted to the Contractor who submits the best overall bid as determined by Transylvania County using the evaluation criteria outlined above. The contract shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the ability to complete the project within given scheduling constraints. The Owner will notify the selected bidder in writing. The Contractor should be prepared to have the bid incorporated, along with all other written correspondence concerning this IFB, into the contract. Any false or misleading statements found in the bid will be grounds for disqualification. All bids submitted shall be valid for a period of 45 days from the deadline for submitting the bid.

Right to Reject Bids

Transylvania County reserves the right to reject any or all bids, with or without cause, when such rejection is determined to be in the interest of the Owner. Transylvania County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or who is not in a position to provide the terms and conditions of the project as determined by the Owner.

CONTRACT

It is expressly understood by bidders that a contractual agreement must be properly signed and executed by the Owner and the Contractor to consummate the transaction prior to commencement of work on the project.

Contract Requirements

Contract

Upon acceptance and award of a contractor's bid, the contract between the Contractor and the Owner shall be comprised of (a) the IFB and addenda, (b) the selected bid (response to the IFB by the Contractor) and any attachments thereto, (c) the contract documents as defined in the IFB and (d) all other written communications between the Owner and the Contractor concerning the transactions. The IFB will govern in the event of conflict between the IFB and the selected bid.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

Bidder Incurred Costs

The Owner will not be liable for any cost incurred by Bidders prior to the contract award date.

Payment

Payment terms will be negotiated with the awarded Bidder. Preferred method is net 30.

Default

In case of default by the Contractor, the Owner may procure the articles and/or services called for in the contract from other sources and hold the Contractor responsible for any excess cost associated therewith. The performance of the contract may be terminated by Transylvania County in accordance with this clause, in whole or in part, in writing whenever the County shall determine that the Contractor has failed to meet performance requirements of the contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the Owner; its rights, title, or interest herein; or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Transylvania County.

Governing Law and Forum

The contract between the Owner and the Contractor shall be governed in accordance with the laws of the State of North Carolina.

Amendments and Modifications of Contract; Waiver of Contract Terms

The contract between the Owner and the Contractor shall not be amended or modified, nor any of its terms waived, except in writing and executed by the party against whom enforcement of the amendment, modification, or waiver is sought.

Indemnification

The Contractor shall indemnify and hold Transylvania County, its officers, agents, and employees harmless from liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including attorneys' fees that (a) arise out of, are connected with, or result directly or indirectly from the Contractor's failure to perform any of its obligations under this IFB; or (b) result from any negligent act or omission of the Contractor, its employees or agents in the performance of services; or (c) are a result of breach of any of the Contractor's warranties. The indemnification responsibilities created by this section shall survive and be enforceable after the contract between the Owner and the Contractor terminates or expires, and they shall be terminated only by the written agreement of the Contractor and the Owner.

BID FORM

TO: Jennifer Galloway
Transylvania County Finance Office
101 South Broad Street
Brevard, NC 28712

I have received the documents entitled: **C.A.R.E. Coalition of Transylvania County, Gap and Needs Assessment and Strategic Planning Facilitation**

I have received Addenda #_____#_____#_____ and have included their provisions in my Proposal. I have examined both the documents and submit the following proposal. This proposal includes all work as indicated in the Scope of Work.

In submitting this proposal, I agree:

1. To hold my bid open for 90 days.
2. To enter into and execute a Contract, if awarded, on the basis of this proposal.
3. To accomplish the work in accordance with the Contract Documents.
4. To provide all required documentation regarding sales tax information associated with this project to the Owner in accordance with government requirements in order for the Owner to receive reimbursement.
5. TO BE ABLE TO BEGIN WORK BETWEEN THE DATES OF November 1 TO November 15.

For consideration of your bid, please provide the following information.

BUSINESS INFORMATION
Name of business and location(s) of business:

_____

_____

REFERENCES

Please provide information on three projects completed within the past five years that demonstrate experience and expertise in the types of work outlined in the Scope of Work.

Project Description	Owner Name	Phone Number	Email Address

OFFER

Having read the IFB and reviewed the bid documents, I hereby offer to enter into a contract to conduct the project as presented in the Scope of Work for C.A.R.E. Coalition of Transylvania County Gap and Needs Assessment and Strategic Planning Facilitation.
Located at Community Services Building, 106 Morgan Street, Suite 105, Brevard, NC 28712.

ESTIMATED COMPLETION DATE: _____July 2, 2021_____

BASE BID- I will complete the services requested for this project for the lump sum price of:

$_____ _____

Numerical amount Written amount

It is understood that the lump-sum price will include required labor, materials, transportation, services and incidentals; the completion of the work being performed, and overhead and profit.

DATE:_____SIGNED:_____

(name and position with business)

BUSINESS NAME:_____

ADDRESS:_____

PHONE NUMBER:_____**E-MAIL ADDRESS:**_____