



SOLCITATION ADDENDUM

Issuing Agency:	DHHS-Division of Public Health
Solicitation Number:	30-23325
Solicitation Description:	Toxoids and Vaccines (ADAP Drugs)
Solicitation Opening Date and Time:	November 13, 2023 @ 2:00 PM ET
Addendum Number:	3
Addendum Date:	November 6, 2023
Purchasing Agent:	Barbara Jones

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR RESPONSE TO REJECTION.

1. The following are questions received about the Solicitation and the State's response to those questions.

	Document Section	Vendor Question	State's Response
1	Section 2.3, Page 6	Where it states in the first paragraph: "Bids will be received according to the method stated in the Bid Submittal section above.", the IFB is missing the "Bid Submittal" section. Question: Is this bid to be submitted electronically or a delivered hard copy to a specific address? If delivered via hard copy, please provide address.	The Sourcing Tool standard paragraph should have been included. Also, there are two number 2.3's.
2	Section 3.1, Page 7	Cardinal Health cannot interfere with the process when a vendor communicates prices increases on a product. Cardinal Health does not negotiate GPO, 340B, or ADAP contract pricing; it is the sole responsibility of the manufacturer who directs Cardinal Health to make changes when applicable.	Vendor is to submit notices of price changes to the State.
3	Section 3.2 Page 7	Cardinal Health does not negotiate GPO, 340B, or ADAP contract pricing; it is the sole responsibility R of the manufacturer who directs Cardinal Health to make changes when applicable.	Vendor is to submit notices of price changes to the State.

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	Document Section	Vendor Question	State's Response
4	Section 3.9 Page 7-8	<p>Paragraph 2 : In general, Cardinal Health agrees with charges being billed FOB; however, Cardinal Health will pass through any drop ship freight charges billed to Cardinal Health directly from the manufacturer but agrees to not add additional fees.</p> <p>Paragraph 3 : Cardinal Health takes exception to the language "the purchase order number shall be shown on all packages" and "If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages". Cardinal Health does not put purchase order or buyer names on packages; however, Cardinal Health will include a purchase order number on the invoices which are contained in the shipping manifest and package.</p>	<p>Above Paragraph's 2 and 3 should be acceptable.</p> <p>Acceptable, but vendor must notify State in the event circumstances are outside the vendor's control.</p>
5	Section 3 10, Page 8	<p>Cardinal Health is seeking clarification on section 6.2 letter a. Specifically, what is the intent of the Email notification of every order being shipped given that there are multiple orders processed daily for NC ADAP's Network Pharmacies? Additionally, Cardinal Health cannot provide a tracking number or shipping label as daily deliveries are made via courier.</p>	Acceptable
6	Section 5.12, Page 15	<p>Cardinal Health will credit back any unused portion of recalled product; however, the cost and reordering of the replacement product is the responsibility of the State.</p>	Acceptable

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	Document Section	Vendor Question	State's Response
7	Section 5.14, Page 16	Cardinal Health cannot interfere with the process when a vendor communicates price increases on a product. Cardinal Health does not negotiate GPO, 340B, or ADAP contract pricing; it is the sole responsibility of the manufacturer whom directs Cardinal Health to make changes when applicable. Additionally, Cardinal Health will work in good faith to have all new items setup and loaded as soon as possible; however, new items could take longer than ten days.	Acceptable
8	Section 5.16, Page 16	Cardinal Health will work in good faith to have all new items setup and loaded as soon as possible; however, new items could take longer than ten days.	Acceptable
9	Section 5.18, Page 16	Vendor wishes to add additional short code reasons to be exempt for the calculation of Vendor Maintenance Service Level, would the State be amenable to adding these additional exclusions?	Vendor may recommend, but State does not guarantee acceptance of such exclusions.
10	Attachment C Number 3 Page 6	Section b.: Are Federal Funds involved in the transactions under the Contract?	Yes, both state and federal funds will be utilized.
11	Attachment C Number 6, page 7	To the best of our knowledge there is no exception for Federal excise tax. Can the State provide documentation that allows this exception to be granted?	As stated in Attachment C, Number 6, b. we are exempt.
12	Attachment C Number 7, Page 7	Cardinal Health cannot accept the SITUS provision thus requests it be deleted in its entirety.	DHHS is not able to delete this provision.
13	Attachment C Number 8 Page 7	<i>Wholly State Funded Contract</i> - Is the contract a Wholly State Funded Contract?	Both state and federal funds will be utilized.
14	Attachment C Number 10 Page 9	Cardinal Health would like to add: Provided; however, the State acknowledges that wholesaler may, as permitted by applicable law, resell products that have been returned to contractor in the normal course of business.	Acceptable

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	Document Section	Vendor Question	State's Response
15	Attachment C Number 11 Page 9	Paragraph 1 : Cardinal Health is providing pharmaceutical distribution services and is not the manufacturer of the products it distributes. As a result, Cardinal Health requests to delete "or copyrighted material, patented or patent-pending invention, article, device or appliance" from the IP indemnity	Acceptable
16	Attachment C Number 16 Page 10	Section b. 2. ii: Cardinal Health suggest the Commercial General Liability section be replaced with the below. Defense cost erodes general liability; however, Cardinal Health's insurance limits are significantly higher than the requested amount. Evidence of Insurance is available upon request. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)	The State would need to see the Evidence of Insurability in order to make a decision on this request. This could be negotiated before award, if awarded.
17	Attachment C Number 16 Page 10-11	Vendor requests to add the following to Section 16: "It is expressly understood and agreed by the State that Vendor is not the manufacturer of any of the products provided and that no indemnification of any type is being provided hereunder by Vendor other than as specifically stated in the Contract."	The State would be willing to add the Following: "It is expressly understood and agreed by the State that Vendor is not the manufacturer of any of the products provided and that no indemnification of any type is being provided hereunder by Vendor other than as specifically stated in the Contract and to the extent permitted under North Carolina law."
18	Attachment C Number 17 Page 11	Section d) : Does the NC ADAP network of pharmacies use or plan to use the Statewide E-Procurement system for ordering?	No, Item d is not applicable to this contract.

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	Document Section	Vendor Question	State's Response
19	Attachment C Number 20 Page 11	Paragraph 1 : Vendor requires the ability to provide State purchase data to (i) product manufacturers, when necessary for the performance of the Contract or as required by Vendor's agreements with such product manufacturers; (ii) third-party data aggregators, and (iii) any group purchasing organizations of which the State is a member.	Only (i) is acceptable.
20	Attachment C Number 22 Page 12	Cardinal Health suggest the below language be removed in its entirety. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.	The State is not willing to remove this language.
21	Attachment C Number 25 Page 12	Vendor requests to add "Vendor", where underlined, to the below section: Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State or Vendor under applicable law. The waiver by the State or Vendor of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.	Acceptable
22	Attachment C Number 28 Page 12	Are federal funds being utilized in connection with this procurement and if so, what federal agency(ies) are providing funding?	Both state and federal funds will be utilized. (check with Jessica)

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Check **ONLY ONE** of the following options and return one properly executed copy of this Addendum prior to the Solicitation opening time and date.

- A response was submitted prior to this Addendum. An updated response has been submitted to address the changes resulting from this Addendum.
- A response was submitted prior to this Addendum. **NO CHANGES** have **resulted** from this Addendum.
- A response was **not** submitted prior to this Addendum. **ANY CHANGES resulting** from this Addendum are included in our response.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Authorized Signature

Date

Printed Name

Title