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**STATE OF NORTH CAROLINA**

**Division of Mental Health, Developmental Disabilities, and Substance Use Services (DMH/DD/SUS)**

**Request for Proposal #: 30-24257-DMH**

**North Carolina Federal Drug Administration (FDA) Tobacco Inspection Program**

**Date of Issue: May 30, 2024**

**Proposal Opening Date: July 3, 2024**

**At 2:00PM ET**

**Direct all inquiries concerning this RFP to:**

Kerry Blevins

Contract Specialist

Email: Kerry.Blevins@dhhs.nc.gov



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**30-24257-DMH**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For internal State agency processing, including tabulation of proposals, provide your company’s eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Vendor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor eVP#

**Note**: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at

<https://vendor.ncgov.com/vendor/login>

|  |  |
| --- | --- |
| **STATE OF NORTH CAROLINA**  ***Department of Health and Human Services*** | |
| **Refer *ALL* Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details.** | **Request for Proposal #: 30-24257-DMH** |
| **Proposals will be publicly opened: July 3, 2024 @ 2pm EST** |
| **Using Agency: DMH/DD/SUS** | **Commodity No. and Description: 80101514 – Business Regulatory & Compliance Research Services** |
| **Requisition No.:** |

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

* this proposal is submitted competitively and without collusion (G.S. 143-54),
* none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
* it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

* it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** andthe **NORTH** **CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

|  |  |  |  |
| --- | --- | --- | --- |
| COMPLETE/FORMAL NAME OF VENDOR: | | | |
| STREET ADDRESS: | | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): | | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: | |
| **VENDOR’S AUTHORIZED SIGNATURE\***: | **DATE:** | EMAIL: | |

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred and eighty (180) days from date of bid opening, unless otherwise stated here \_\_\_\_\_\_\_\_days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties (“Contract”). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

|  |
| --- |
| **FOR STATE USE ONLY:** Offer accepted and Contract awarded this\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, as indicated on  The attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  **(Authorized Representative of Department of Health and Human Services)** |

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# PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to obtain a Vendor that will report directly to the North Carolina Division of Mental Health, Developmental Disabilities, and Substance Use Services (DMH/DD/SUS) Director of Tobacco Prevention and State Food and Drug Administration (FDA) Coordinator, to assist with monitoring FDA contract deliverables, and will conduct a total of four thousand (4,000) inspections: Three thousand (3,000) Undercover Buy (UB), One thousand (1,000) Advertising and Label (A&L) federal tobacco inspections per the FDA protocols and procedures.

The North Carolina Department of Health and Human Services (DHHS), on behalf of the Division of Mental Health, Developmental Disabilities, and Substance Use Services (DMH/DD/SUS), is soliciting applications from vendors (public, non-profit, for-profit, minorities, small business, and colleges/universities) to manage the statewide FDA inspection processes for a 3-year term.

In accordance with the Federal Family Smoking Prevention and Tobacco Control Act (P.L. 111-31), the NC FDA Tobacco Inspection Program enforces applicable provisions to restrict access to tobacco products for individuals under the age of 21 and assesses compliance with advertising and labeling requirements. While recent federal legislation increased the minimum age requirement to purchase tobacco products, North Carolina state law (N.C.G.S. §14-313) prohibits the sale of tobacco products to individuals under the age of 18. This distinction is important, as the federal mandate supersedes existing state law. Until the federal and state age requirements align, the NC DHHS-DMH/DD/SUS will ensure that FDA contract deliverables adhere to the federal mandate.

The objective of the NC FDA Tobacco Inspection Program is to gather data that allows the FDA to enforce the provisions of the Family Smoking Prevention and Tobacco Control Act, signed into law on June 22, 2009, by restricting youth access to tobacco products as well as assessing compliance with advertising and labeling requirements. NC DHHS has created a program plan that meets the requirements of the law while making it possible for DHHS to conduct FDA inspections across the state of North Carolina. The program is a multi-prong approach that engages inspectors, adult chaperones, and underage purchasers to meet the objectives of the program.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of 10/1/2024 or upon final Contract execution whichever is later (the “Effective Date”) and going through 09/30/2027. The first year of the contract will go through 09/30/2025. The Vendor shall begin work under the Contract within fifteen (15) business days of the Effective Date.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

# GENERAL INFORMATION

2.1  REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

**ATTENTION:** **This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

**What is the Ariba Network?**

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

2.4 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The State will make every effort to adhere to this schedule.

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | State | 5/30/2024 |
| Submit Written Questions | Vendor | 6/13/2024 |
| Provide Response to Questions | State | 6/24/2024 |
| Submit Proposals | Vendor | 7/3/24 *2:00 pm* |
| Contract Award | State | 10/1/2024 |

2.5  PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP #30-24257-DMH – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE:** **This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

1. Cover Letter, which must contain the following: (i)a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
2. Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
3. Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
4. Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
5. Vendor’s Proposal addressing all Specifications of this RFP.
6. Completed version of ATTACHMENT A: PRICING
7. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
8. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
9. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
10. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
11. Completed and signed version of ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY (if applicable)
12. Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

|  |  |
| --- | --- |
| **Acronym** | **Meaning** |
| A&L | Advertising and Labeling |
| BPC | Backup Program Coordinator |
| DHHS | Department of Health and Human Services |
| DMHDDSUS | Division of Mental Health, Developmental Disabilities, and Substance Use Services |
| ENDS | Electronic Nicotine Delivery System |
| FDA | Food and Drug Administration |
| FFY | Federal Fiscal Year |
| FTE | Full-time equivalent |
| NCGS | North Carolina General Statute |
| PC | Program Coordinator |
| PTE | Part-time equivalent |
| QA | Quality Assurance |
| SFY | State Fiscal Year |
| TIMS | Tobacco Inspection Management System |
| UB | Undercover Buy |
| UP | Underage Purchaser |
| CI | Commissioned Inspector |
| AC | Adult Chaperone |

# METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP),* [*https://evp.nc.gov*](https://evp.nc.gov)*,*  under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h).  The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.  The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer.  By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:**  Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach (Section 5.5 Technical Approach)
2. Vendor Qualifications and Organizational Capacity (Section 5.4 Project Organization)
3. Vendor Experience (Section 4.5 Vendor Experience and Section 4.6 References)
4. Pricing (Section 4.1 and Attachment A)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

# REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Vendor shall be paid on a per inspection basis for UB, and A&L inspections submitted. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool . The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall:

1. Demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State.
2. Provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.
3. Describe how vendor fiscal organization is structured and/or managed by including the agency cash flow capacity and include an organizational flow chart.
4. Include supporting documentation regarding your agency protocol and/or procedure on petty cash distribution process.
5. Describe Human Resource and Accounting infrastructure include but not limited to full/part-time employees or contractional agency role and responsibilities.
6. Describe Program Management, Quality Improvement and Staff Training/Development to ensure the success of this project.
7. Describe Vendor’s ability to support travel related cost. Provide policy and procedure regarding travel and petty cash expenses.
8. Describe the vendor quality assurance and safety plan. Describe experience working with local and/or state community partnerships.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. Vendor must submit references for work related to compliance programs. The State shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check Federal background checks for Coordinator and commissioned officers(inspectors) is required for the public trust clearance.

**4.6.1 GENERAL INFORMATION**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies.

The following requirements must be met:

1. Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
2. The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
3. A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor’s criminal checks.
4. When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work.  Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
5. **The State** may require the Vendor to exclude the Vendor’s employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
6. **Additionally, the State may use** [The North Carolina Department of Public Safety Offender Public Information](https://webapps.doc.state.nc.us/opi/offendersearch.do?method=view) **or similar Services to conduct additional background checks on the Vendor’s proposed employees.**

**4.6.2 BACKGROUND CHECK REQUIREMENTS**

As part of Vendor’s criminal background checks, the details below must be provided to the State:

1. Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation, or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
2. Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
3. Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
4. Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
5. Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

**4.6.3 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

1. In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
2. During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
3. At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
4. The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
5. Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
6. Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
7. If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

**4.6.4 DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

1. A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
2. Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
3. A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
4. Background checks consisting of:
5. Original unaltered criminal background check from the organization providing the background check.
6. The background check provider’s company name, company mailing address, and contact phone numbers.
7. The full name of the individual, which matches the government issued photo ID.
8. The current address of individual being checked.
9. The date the criminal background check search was conducted.

**4.6.5 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract and provide the required documentation to the State in order to perform Services under this Contract:

YES  NO

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecom­munications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

Small Purchases

Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

Contract value in excess of $1,000,000.00

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

* that they abide by the above restriction;
* that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
* that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

1. **SPECIFICATIONS AND SCOPE OF WORK**

5.1 GENERAL

The FDA Tobacco Inspection Program will include three thousand (3,000) undercover buy (UB) and one thousand (1,000) advertising/labeling (A&L) inspections of tobacco retail outlets throughout the state of North Carolina per year. The awarded vendor will report to DMH/DD/SUS’ Director of Tobacco Prevention and State FDA Program Coordinator to ensure effective service delivery is satisfied for the monitoring of the FDA Tobacco Inspection Program.

The primary role of the Vendor will be to provide a team that will conduct annually a total of three thousand (3,000) undercover buy (UB) and one thousand (1,000) advertising/labeling (A&L) federal tobacco inspections per the FDA protocols and procedures. The expectation is the completion of at least one thousand (1,000) inspections per quarter.

DMH/DD/SUS is looking for vendors with organizational structures and formal HR policies in place for the vendor’s company to adhere to in providing support for the service of undercover buy and inspections. The Vendor’s Human Resource staff and/or contracted consulting agency will be expected to provide guidance throughout the process with HR policy, procedures and hiring practices that are aligned with State of North Carolina HR policies.

The North Carolina FDA Tobacco Inspection Program will focus solely on the annual completion of statewide FDA retail UB and A&L inspections and preventing youth access to tobacco products.

The awarded Vendor will coordinate with the DMH/DD/SUS’ Director of Tobacco Prevention and State FDA Program Coordinator to ensure effective service delivery is satisfied for the monitoring of the FDA Tobacco Inspection Program.

5.2 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

|  |  |
| --- | --- |
| **Item #** | **Specifications** |
|  | **Development of Vendor Program Team** |
| 1a. | Vendor will develop and provide a team consisting of the following positions:   * + - 1. FDA Commissioned Officers statewide. FDA Commissioned Officers will have some Law Enforcement experience (preferred).       2. 18–20-year-old underage purchasers       3. Program Coordinator   Vendor will coordinate with State/FDA Program Coordinator, as defined by the FDA, to participate in the interview process for FDA team. |
| 1b. | All program team individuals provided by the Vendor will be employed by and paid by the Vendor to perform the work required by this Contract. All per inspections rates will be in accordance with the rates provided in Attachment A: Pricing and will be fully burdened and inclusive of all employment costs. |
| 1c. | Vendor shall coordinate with state/FDA PC and have all FDA team members complete a federal background check. |
| 1d. | Vendor will report quarterly on their on-going recruitment efforts for underage purchasers. |
|  | **Vendor shall complete annually a total of 4,000 federal tobacco inspections per the FDA protocols and procedures.** |
| 2a. | 3,000 undercover buy (UB) inspections of tobacco retail outlets throughout the state of North Carolina |
| 2b. | 1,000 advertising/labeling (A&L) inspections of tobacco retail outlets throughout the state of North Carolina |
| 2c. | Vendor contract Program Coordinator will have the responsibility to assign statewide Undercover Buy and Advertising and Labeling inspections to the FDA Commissioned Officers assigned to this Contract. |
| 2d. | Vendor shall support DMH/DD/SUS team members and FDA in any enforcement or judicial actions, including coordinating the drafting and execution of declarations by the Inspectors, arranging for their testimony if necessary, and furnishing evidence and narrative reports by the Inspectors and Underage Purchasers who participated in inspections. |
| 3. | **Compliance** |
| 3a. | Vendor shall follow all DMH/DD/SUS and FDA guidelines regarding the protocols for inspections and chain evidence storage. Guidelines to be shared with Vendor after Federal clearance is obtained. |
| 3b. | Vendor shall work with state/FDA PC to revise and update guidance to ensure Commissioned Officers follow FDA inspection protocols and procedures. |
| 3c. | Vendor shall submit FDA monthly report to DMH/DD/SUS staff on the 5*th* of the following month. (Template to be provided.) |
| 3d. | Vendor shall submit contract progress report quarterly by the 10th of the following month, which are October, January, April, July. |
| 4. | **Training** |
| 4a. | Vendor shall support team members professional developmental and training opportunities at least once per year contingent upon FDA approval as an allowable Program expense. |
| 4b. | Vendor will work with State/FDA Program Coordinator to coordinate trainings once a year to address inspection protocols and quality assurance or quality improvement. Trainings will be reviewed/approved by state/FDA PC. |
| **5.** | **Program Management** |
| 5a. | Vendor shall have one point of contact to report to and communicate with DMH/DD/SUS Contract Administrator and State/FDA Program Coordinator. Vendor shall specify the Vendor Point of Contact in the proposal response to Section 6.1 Contract Manager and Customer Service. |
| 5b. | Vendor shall respond to all DMH/DD/SUS contract administrator and state/FDA PC inquiries within 48 hours as needed. |
| 5c. | Vendor shall provide annual forecast inspection plan. How you will ensure your entity have adequate statewide coverage to conduct inspections in all 100 counties. Managed scheduling with underage purchaser and FDA inspector. |
| 5d. | Vendor contract PC shall coordinate with state/FDA PC on FDA/CTP correspondence, FDA PC conference, and creating an alternate on-call schedule as required by inspector schedule. |
| 6. | **FDA travel-related infrastructure and reimbursement** |
| 6a. | Vendor needs to demonstrate how team members will be reimbursed for travel and how petty cash will be disbursed for other expenses. |
| 6b. | Vendor shall obtain liability coverage/insurance certificate applicable to rental vehicles. |

5.3 TASKS/DELIVERABLES

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| --- | --- | --- | --- |
| Spec. # | Task | Deliverable | Timeline |
| 1. | Providing Program Team |  |  |
| 1a. | Program Team to be employed by Vendor. Hire key personnel and participate in the interview process for FDA staff. | Report of key personnel hired to include FDA Commissioned Officers, 18-20-year-old purchasers, and Program Coordinator; and evidence of participation in interview process. | Within 30-60 days awarded contract. On-going for staff that may age out. Reported monthly on FDA report and Quarterly on State Contract Progress Report. |
| 1b. | Program staff employed by Vendor will be employed by and paid by the Vendor to perform the work required by this Contract. All rates will be in accordance with the rates provided in Attachment A: Pricing and will be fully burdened and inclusive of all employment costs. | Report identifying program staff. | Reported monthly on FDA report and Quarterly on State Contract Progress Report. |
| 1c. | FDA staff to complete a background check. | Results of State background checks submitted to State for review. Federal background checks will need to be submitted to State Program Coordinator to directly work with the FDA. | Within 10-days of hire date. |
| 1d. | Recruitment of underage purchasers. | Report of recruitment efforts | Quarterly, on the 10th of Oct., Jan., Apr., and July. |
| 2. | Vendor shall complete annually a total of 4,000 federal tobacco inspections per the FDA protocols and procedures. |  |  |
| 2a. | 3,000 undercover buy (UB) inspections annually. | FDA Commissioned Officers enter UB inspections into FDA TIMS database. | FDA Monthly report (template will be provided) due on the 5th of the following month. Note: State Quarterly report to summarize per quarter on the 10th of Oct., Jan., Apr. and July. |
| 2b. | 1,000 advertising/labeling (A&L) inspections annually. | FDA Commissioned Officers enter A&L inspections into FDA TIMS database. | FDA Monthly report template will be provided) due on the 5th of the following month.  Note: State Quarterly report to summarize per quarter on the 10th of Oct., Jan., Apr. and July. |
| 2c. | Vendor Program Coordinator to assign UB and A&L inspections to FDA Commissioned Officers. | Report of UB and A&L assignments. | Forecast of statewide inspections plan due annually within the first 30 days of each year. Monthly submissions of assignments and inspections by the 5th of the month. |
| 2d. | Support DMH/DD/SUS and FDA in enforcement or judicial actions. | Includes declarations by the Inspectors; arranging for testimony by Inspectors; furnishing evidence and narrative reports by the Inspectors and Underage Purchasers. | As needed, within 2 days of request. |
| 3. | Compliance |  |  |
| 3a. | Adherence to DMH/DD/SUS guidelines regarding protocols for inspections and chain evidence storage. | Evidence of adhering to protocols. | Each staff will need to sign an affidavit within 30 days of employment. |
| 3b. | Work with State/FDA PC to revise/update guidance to ensure Commissioned Officers follow FDA inspection protocols and procedures. | Submit protocols guidance for review. | As requested by State PC and FDA. |
| 3c. | FDA monthly report. | Submit FDA monthly report to DMH/DD/SUS staff using template provided. | Monthly, by the 5th of the following month. |
| 3d. | Contract progress report. | Report of contract progress. | State Quarterly report, by the 10th of October, January, April, July. |
| 4. | Training |  |  |
| 4a. | Support staff professional development and training opportunities. | Completion of training. | At least once a year. |
| 4b. | Work with State/FDA Program Coordinator to coordinate trainings for inspection protocols and quality assurance or quality improvement. | Completion of training. | Submit agenda and training schedule as requested by State PC and FDA. |
| 5. | Program Management |  |  |
| 5a. | One point of contact to report to and communicate with DMH/DD/SUS Contract Administrator and State/FDA Program Coordinator. | Specified in proposal. | Upon submittal of proposal. |
| 5b. | Response to all DMH/DD/SUS contract administrator and State/FDA PC inquiries within 48 hours. | Response received by DMH/DD/SUS contract administrator or State/FDA PC. | Within 48 hours of request. |
| 5c. | Annual forecast inspection plan. | Forecast inspection plan detailing adequate statewide coverage of inspections in all 100 counties and scheduling of underage purchasers and FDA inspectors. | Annually, to be received within 60 days from being awarded the contract. |
| 5d. | Coordinate with state/FDA PC on FDA/CTP correspondence, FDA PC conference, and creating an alternate on-call schedule as required by inspector schedule. | Submit monthly schedule for review. | Schedule to be submitted by the 5th of the month. |
| 6. | FDA travel-related infrastructure and reimbursement |  |  |
| 6a. | Vendor needs to demonstrate how staff will be reimbursed for travel and how petty cash will be disbursed for other expenses. | Submit process for staff reimbursement. | Upon submittal of proposal. |
| 6b. | Liability coverage/insurance certificate. | Submit liability coverage/insurance certificate. | Within 30 days of contract award. |

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.5 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

# **CONTRACT ADMINISTRATION**

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

|  |  |
| --- | --- |
| **Contract Manager Point of Contact** | |
| Name: |  |
| Office Phone #: |  |
| Mobile Phone #: |  |
| Email: |  |

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to submit an agenda at least 48-72 hours prior to a scheduled monthly meeting. The purpose of these meetings will be to review project progress reports, discuss Vendor performance, address outstanding issues, evaluate continuous improvement, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC STATUS REPORTS

The Vendor shall be required to submit the following periodic status reports. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency.

1. Management Reports to the designated Contract Lead on a monthly basis.
2. Quarterly reports on Vendor’s on-going recruitment efforts for underage purchasers.
3. FDA monthly reports to DMH/DD/SUS staff on the 5*th* of the following month. (Template to be provided.)
4. Contract progress reports quarterly by the 10th of the following month, which are October, January, April, July.
5. Annual reports of professional developmental and training events.Within fifteen (15) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.9 INVOICES

Vendor shall invoice the Purchasing Agency monthly. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, NC Contract Number, NC Purchase Order Number, Dates of Service, Item Descriptions, Price, and Quantity. Vendor must submit monthly, with the invoice, completed Attachment I; Monthly Invoice DetailReport along with all back-up documentation for the total amount charged to this program, such as payroll/paystubs, travel (hotel, per diem) and petty cash used to purchase products. All invoices will be sent to the attention of the DMH/DD/SUS Contract Administrator, Ronda Doward @ [Ronda.Doward@dhhs.nc.gov](mailto:Ronda.Doward@dhhs.nc.gov).

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.**

6.10 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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# ATTACHMENT A: PRICING FORM

**FURNISH AND DELIVER:**

**Inspection Costs:**

* + - * 1. The Cost per Undercover Buyer (UB) and Advertisement & Labeling (A&L) inspections should be a flat statewide rate. Vendor will be paid out per UB and A&L inspection completed.
        2. All rates must be fully burdened and inclusive of all employment costs and administrative costs.
        3. Hiring fees are not to be included in this pricing table and will not be paid by the State in relation to this Contract.
        4. Vendor travel, if built into inspection cost, is subject to policies set out in the North Carolina State Budget Manual, Section 5. Travel Policies.

**TABLE 1: Inspection Costs**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **UOM** | **Not to exceed (NTE) QTY** | **DESCRIPTION** | **UNIT PRICE** | **TOTAL COST** |
| **CONTRACT YEAR 1** | | | | | |
| 1 | Occurrence | 3000 | Undercover Buy (UB) | $ | $ |
| 2 | Occurrence | 1000 | Advertising and Labeling Inspection | $ | $ |
| **SUBTOTAL NTE INSPECTION COST FOR DATE OF EXECUTION FOR YEAR 1** | | | | | $ |
| **CONTRACT YEAR 2** | | | | | |
| 1 | Occurrence | 3000 | Undercover Buy (UB) | $ | $ |
| 2 | Occurrence | 1000 | Advertising and Labeling Inspection | $ | $ |
| **SUBTOTAL NTE INSPECTION COST FOR DATE OF EXECUTION FOR YEAR 2** | | | | | $ |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **CONTRACT YEAR 3** | | | | | |
| 1 | Occurrence | 3000 | Undercover Buy (UB) | $ | $ |
| 2 | Occurrence | 1000 | Advertising and Labeling Inspection | $ | $ |
| **SUBTOTAL NTE INSPECTION COST FOR DATE OF EXECUTION FOR YEAR 3** | | | | | $ |
| **TOTAL NTE INSPECTION COSTS FOR INITIAL CONTRACT TERM** | | | | | $ |

**OPTIONAL COSTS:**

**May or may not be purchased by the State:**

**TABLE 2: Optional Years 4 & 5 Inspection Costs**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **UOM** | **Not to exceed (NTE) QTY** | **DESCRIPTION** | **UNIT PRICE** | **TOTAL COST** |
| **CONTRACT YEAR 4** | | | | | |
| 1 | Occurrence | 3000 | Undercover Buy (UB) | $ | $ |
| 2 | Occurrence | 1000 | Advertising and Labeling Inspection | $ | $ |
| **SUBTOTAL NTE INSPECTION COST FOR DATE OF EXECUTION FOR YEAR 4** | | | | | $ |
| **CONTRACT YEAR 5** | | | | | |
| 1 | Occurrence | 3000 | Undercover Buy (UB) | $ | $ |
| 2 | Occurrence | 1000 | Advertising and Labeling Inspection | $ | $ |
| **SUBTOTAL NTE INSPECTION COST FOR DATE OF EXECUTION FOR YEAR 5** | | | | | $ |
| **TOTAL NTE INSPECTION COSTS FOR OPTIONAL CONTRACT YEARS 4 & 5** | | | | | $ |

**TABLE 3: Supporting Detail of Initial Contract Term Proposal Cost**

|  |  |  |
| --- | --- | --- |
| **Vendor Supporting Detail of Proposal Cost for Initial Contract Term** | | |
| **Total Salary:** | **Hours/Payrate** | **$ -** |
|  |  | $ - |
|  |  | $ - |
|  |  | $ - |
|  |  | $ - |
|  |  | $ - |
| **Total Fringe:** |  | **$ -** |
|  | | |
| **Total Direct Cost:** | | **$ -** |
|  | |  |
| **Total Accountable Property:** | | **$ -** |
| **Total Materials & Supplies:** | | **$** |
|  | | $ |
|  | | $ - |
|  | | $ - |
|  | | $ - |
| **Total Travel:** | | **$** |
|  | | $ |
|  | | $ |
|  | | $ - |
|  | | $ - |
|  | | $ - |
|  | | $ - |
|  | | **$ -** |
|  | | $ - |
|  | |  |
|  | | $ - |
| **Total Indirect Cost:** | | **$ -** |
| **Grand Total:** | | **$** |

# ATTACHMENT I: MONTHLY INVOICE AND INVOICE DETAIL REPORT

## INVOICE TEMPLATE

|  |  |  |  |
| --- | --- | --- | --- |
| **Vendor Name** | | | |
| Vendor Billing Address | | | |
| Invoice Number: |  |  |  |
| NC Contract Number: |  |  |  |
| NC Purchase Order Number: |  |  |  |
| Dates of Service: |  |  |  |
|  |  |  |  |
| **Description** | **Quantity** | **Per Inspection Rate** | **Total Cost** |
| Undercover Buy Inspections |  | $ | $ |
| Advertising & Labeling Inspections |  | $ | $ |
|  |  |  |  |
| Total Invoiced Amount |  |  | $ |

## MONTHLY INVOICE DETAIL REPORT

**To be used for reporting purposes only, all invoices will be paid by the State based on the per inspection rate per the contract and the monthly totals submitted via the invoice template above.**

|  |  |  |
| --- | --- | --- |
| **Vendor Invoice Detail Contract #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Monthly Period:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **Total Salary:** | **Hours/Payrate** | **$ -** |
|  |  | $ - |
|  |  | $ - |
|  |  | $ - |
|  |  | $ - |
|  |  | $ - |
| **Total Fringe:** |  | **$ -** |
|  | | |
| **Total Direct Cost:** | | **$ -** |
|  | |  |
| **Total Accountable Property:** | | **$ -** |
| **Total Materials & Supplies:** | | **$** |
|  | | $ |
|  | | $ - |
|  | | $ - |
|  | | $ - |
| **Total Travel:** | | **$** |
|  | | $ |
|  | | $ |
|  | | $ - |
|  | | $ - |
|  | | $ - |
|  | | $ - |
|  | | **$ -** |
|  | | $ - |
|  | |  |
|  | | $ - |
| **Total Indirect Cost:** | | **$ -** |
| **Grand Total:** | | **$** |