



## **INVITATION TO BID**

For

**Strategies for policy and environmental changes  
(SPArC) in tobacco prevention**

Bids must be received no later than 4:00 p.m. PST  
Friday, May 20, 2016

Deschutes County  
2577 NE Courtney Drive  
Bend, Oregon 97701  
(541) 322-7500

An Equal Opportunity Employer

## SECTION 1 – INTRODUCTION

### 1.1 Purpose

Deschutes County Health Services (DCHS) was one (1) out of six (6) counties awarded the Strategies for Policy and Environmental Change (SPArC) grant with a focus to reduce the influence of tobacco in the retail environment and reduce tobacco disparities in Deschutes County. DCHS intends to work in partnership with the Board of County Commissioners, City of Bend, Redmond, Sisters and La Pine to explore the feasibility of implementing a tobacco retail licensure (TRL) program. TRL is an effective tool to implement and enforce innovative policies that reduce the number of children and young adults that become addicted to tobacco. Deschutes County is issuing this Invitation to Bid (ITB) with the non-binding intention of awarding a contract to the most qualified individual or agency that can perform the work at the deemed lowest cost to DCHS.

### 1.2 Schedule of Activities (Dates Estimated)

May 6, 2016	Issuance of ITB
May 13, 2016	Bid Acknowledgement
May 16, 2016	End of Inquiry Period
May 18, 2016	Response to Inquiries
May 20, 2016	Bid Closing Deadline
May 27, 2016	Projected Selection of Successful Bidder

### 1.3 Project

Deschutes County Health Services (DCHS) intends to: promote tobacco-free environments and communities; reduce the influence of tobacco in the retail environment; encourage tobacco users to quit; discourage youth from using tobacco. The intent of the project is to assess the costs and feasibility of implementing a tobacco retail licensure in Deschutes County. The Awarded Party will be the lead agency and expected to communicate with key players/community partners specified by DCHS to generate interest and participation in the project, Bids shall include specific details of how each service outlined below will be delivered and what resources DCHS will need to provide for the successful completion of the project. Services shall include:

- 1.3.1 Facilitate a TRL workgroup with key players/community partners specified by DCHS to determine;
  - I. Fiscal impact analysis over the course of eighteen (18) months to illustrate the importance of meaningful fees and penalties regarding program costs, administration, inspection and enforcement of a TRL program;
  - II. Develop key informant interview tool;
  - III. Identify, recruit and incentivize thirty (30) to forty (40) tobacco retailers total in Bend, Redmond, La Pine, and Sisters to participate in one key informant interview over-the-phone or in person. Analyze the results and create a summary report. Note: Incentives are used to encourage participation and compensate for time spent completing the survey. The incentive is not to exceed \$25 per participant and is not to be used for alcohol, tobacco, lottery or marijuana products.
- 1.3.2 Provide a Point of Contact to regularly meet with DCHS Tobacco Prevention Coordinator; in person, over-the-phone, and via e-mail.
- 1.3.3 Convene a TRL workgroup composed of key players/community partners specified by DCHS and facilitate a minimum of four (4) TRL workgroup sessions, estimated to be three (3) hours in length. Preparation time for meetings should be included separately.
- 1.3.4. Prepare a summary report in a format agreed upon between Awarded Agency and DCHS.
- 1.3.5. Collaborate with DCHS Tobacco Prevention Coordinator regarding the development of PowerPoint and other presentation materials based on applicable research and TRL workgroup and interview outcomes.

- 1.3.6. Collaborate with Tobacco Prevention Coordinator to provide PowerPoint presentations to TRL workgroup to inform individuals of the core components of a TRL program. PowerPoint will include DCHS' chosen strategies from the *2014 Point-of-Sale Strategies: A Tobacco Control Guide*.

## SECTION 2 – INSTRUCTIONS TO BIDDERS

### 2.1 Definitions

The following definitions are provided as a courtesy to potential Bidders:

- 2.1.1 Deschutes County government, including County Service Districts, may be referred to as: "Deschutes County," "County," "Owner," or "Agency"
- 2.1.2 Invitation to Bid may be referred to as "ITB," or "solicitation."
- 2.1.3 Bidders may be referred to as: "Bidders," "Companies," or "Respondents."
- 2.1.4 The successful bidder awarded a contract from this solicitation may be referred to as: "Contractor," "Successful Bidder," or "the Awarded Party."
- 2.1.5 The document(s) that will be executed with the successful bidder from this solicitation may be referred to as "Contract," "Agreement," "Contract," or "Purchase Order."
- 2.1.6 Oregon Revised Statute may be referred to as "ORS."
- 2.1.7 Tobacco is defined as cigarettes, cigars, pipes, smoking products, dip, chew, snuff, snus, smokeless tobacco product, nicotine delivery devices and electronic cigarettes.
- 2.1.8 Oregon Administrative Rule may be referred to as "OAR."

### 2.2 Single Point of Contact

Except as expressly noted elsewhere in this ITB, **Penny Pritchard**, Tobacco Prevention Coordinator ("Buyer"), shall be the only point of contact for this ITB. Any questions or issues that may arise regarding the specifications, the solicitation process, or the award process shall be directed to the Buyer listed above using the contact information provided below. County's official responses to any questions or requests shall be through direct letters, emails or addenda.

Penny Pritchard, Tobacco Prevention Coordinator  
Deschutes County Health Services  
2577 NE Courtney Drive  
Bend, Oregon 97701  
(541) 322-7481  
Fax# (541) 322-7565  
[Penny.pritchard@deschutes.org](mailto:Penny.pritchard@deschutes.org)

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THIS PURCHASE GIVEN OUT BY OFFICERS, EMPLOYEES, OR AGENTS OF THE COUNTY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE COUNTY.

### 2.3 Bid Preparation

- 2.3.1 **Bid Acknowledgement:** All bidders intending to respond to this ITB are asked to provide an acknowledgement via email to [penny.pritchard@deschutes.org](mailto:penny.pritchard@deschutes.org) by Friday, May 13, 2016 at 5pm. Although this acknowledgement is not mandatory, receipt of this form will ensure that the bidder

receives any addenda to the ITB, is provided answers to all question submittals, and is updated on progress regarding the ITB process. The proposal acknowledgement form is included in Section 4.

- 2.3.2 Offer Submission Items:** A completed and signed Bid Form (Section 5) shall constitute the entirety of the offer submission. Any submitted Bid Form that is not filled out completely and signed will be deemed non-responsive and will not be considered.
- 2.3.3 Price Agreement and Proof of Insurance:** The Successful Bidder shall sign a contract and provide all required proofs of insurance in a timely manner upon notification of intent to award. Deschutes County may reject the Offer if the Successful Bidder fails to present the required insurance documents in a timely manner. Bidders are encouraged to consult their insurance agent(s) prior to Offer submission about the insurance requirements.
- 2.3.4 Bid Format:** Bids shall be prepared and submitted on the forms provided in this ITB. No oral, telephone or facsimile bids shall be accepted. All Offers and copies must be complete in all respects, including necessary signatures, certifications, documentation, responses on pricing and specifications pages, and any other required information. All necessary attachments must be submitted with the Offer in the required format.
- 2.3.5 Bid Submission:** Bids must be received by the County on or before Friday, May 20, 2016 at 4:00pm. A bid sent by regular mail, postmarked before the closing date, but actually received by the County after the closing date will not be considered to have been received within the required time. Only mailed or hand delivered to the address provided in 2.2 will be accepted.
- 2.3.6 Inquiry Period:** By submitting a bid, Bidders agree that they understand the requirements of this ITB, and that they fully understand their obligations if they were to enter into a contract with the County. Bidders shall raise any questions, requests for change, requests for clarification, or exceptions concerning this ITB (collectively referred to as "Inquiries") by email or facsimile to the County, specified in Section 2.2, on or before Monday, May 16, 2016 at 5pm. The names of Bidders submitting Inquiries shall not be disclosed; however, all parties who submit an acknowledgement form shall receive a copy of the Inquiries and the responses to those Inquiries. No Inquiries shall be accepted after the date and time stated in the Schedule of Activities. If a Bidder discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in this ITB, and fails to notify the County on or before the Inquiry Deadline, the Bidder submits a response to this ITB at its own risk. The County shall consider no Inquiries after this deadline. The Bidder shall not be entitled to additional compensation, relief or time by reason of the error or its later correction. Inquiries may be emailed, faxed or delivered to Buyer at the address listed in Section 2.2.
- 2.3.7 Signature on Bid:** Bid Forms shall be signed in ink by an authorized representative of the Bidder. Signature on a bid certifies that the bid is made without connection to any other person, firm or corporation making a bid for the same purchase and is in all respects fair and made without collusion or fraud.
- A bid submitted in response to this ITB shall constitute a binding offer. Signature on a bid also certifies that the Bidder has read, fully understands, and agrees with all bid specifications, terms and conditions. Comprehension of bid requirements shall be the responsibility of the Bidder. Claims regarding a failure to comprehend bid requirements will not be considered. Bidders shall only enter information within the bid document where it is requested or required. Bidders shall not make any alterations to the original solicitation document. Any bid that alters the Bid Form or solicitation requirements may be rejected.
- 2.3.8 Bid Modifications:** Modifications or erasures made on the bid submission shall be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. The County shall consider the last bid submittal as the most current submittal. All previous bid submittals shall be considered void. Bidders may not modify bids after bid closing date and time.

- 2.3.9 Bid Withdrawals:** Bids may be withdrawn by submitting a written request on company letterhead signed by an authorized representative and received by the County prior to bid closing time.
- 2.3.10 Addenda:** County reserves the right to make changes to the ITB by written addenda, prior to the closing date and time. Addenda shall only be issued by County and, upon issuance, are incorporated into the ITB. If any part of this ITB is amended, addenda will be provided to all Bidders who submitted a Bid Acknowledgement.
- 2.3.11 Cost of Bid:** County shall not pay any costs incurred by the Bidder for its preparation or submission of a bid, including but not limited to any costs incurred for making necessary studies or designs for the preparation of a bid under this ITB.

## **2.4 Method of Bidding**

Each bidder shall provide a detailed budget and timeline for services to be rendered. The detailed budget shall be inclusive of (a) Contractor overhead and profit and (b) all direct, indirect, fixed and/or variable costs incurred by the Contractor, (except applicable federal, state and local taxes, if any) including without limitation, such items as cost of Goods, transportation, labor, taxes (if any), shipping and handling fees and other such costs.

## **2.5 Method of Award**

- 2.5.1** Should Deschutes County decide to award a Contract, it will award the Contract to the responsive, responsible bidder, offering the most experience, best references as well as the lowest budget/bid determined solely in the discretion of Deschutes County and as provided by Sections 2.5.2. If bids are equal, County may in its sole discretion choose to contract with one (1) or more bidders or randomly select a single bidder (such as with a coin toss).
- 2.5.2 Calculation of Lowest Bid:** The lowest bid will be the lowest Total Estimated Annual Cost to the County.
- 2.5.2.1 Detailed Budget/Timeline** will be a stated line item for each service provided representing the proposed project outlined in Paragraph 1.3, which will be utilized in determining the maximum price for the contract term. The Bidder who offers the most expertise and services at the lowest cost will be considered for selection.
- 2.5.3 Minimum Requirements:** Each bid submitted shall meet all minimum requirements established by the specifications provided in this ITB, and comply with the terms and conditions of the ITB.
- 2.5.4 Prior Acceptance of Defective Bids:** County generally will not completely review or analyze any bid response which on its face fails to comply with the requirements of the bid documents or which clearly is not the best Bid, nor will the County generally investigate the references or qualifications of those who submit non-responsive bids.
- 2.5.5 Public Records and Requests for Confidentiality:** All information submitted by a Bidder will be considered public information unless the Bidder requests that information be treated as confidential, and the information is considered exempt under ORS 192.501 or 192.502. If a Bidder declares any information contained in its bid submittal to be confidential, the Bidder must specifically identify those sections containing as "Confidential Information" and briefly explain how and why the information is exempt from disclosure to the public pursuant to ORS 192.501 or 192.502. The request must also include the name, address, and telephone number of the person authorized by the Bidder to respond to any inquires by the County concerning the confidential status of the materials.

Any documents submitted and any documents exchanged between the parties that contain Confidential Information shall be marked on the outside as containing Confidential Information, and each page upon which Confidential Information appears must be marked as containing Confidential

Information. The Confidential Information should be clearly identifiable to the reader wherever it appears. All copies submitted, as well as the original proposal, must be marked in this manner. The Oregon Public Records Law exempts from disclosure only certain types of public records, and the exemption from disclosure will not apply if "the public interest requires disclosure in the particular instance," ORS 192.501. Therefore, non-disclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made based upon the Oregon Public Records Law.

**2.5.6 Time for Acceptance:** Bids shall be valid and firm for a period of ninety (90) days from the bid closing date and may not be modified or withdrawn after the closing date.

**2.5.7 Identification of Apparent Successful Bidder:** The County will identify the Apparent Successful Bidder before the final award of the Contract, however, no Bidder shall have any contractual rights or entitlements until the County has approved the Contract award and the County Administrator or designee has signed said Contract.

**2.5.8 Protest of Award:** Adversely affected or aggrieved Bidders may protest the County's intent to award a Contract. For purposes of this ITB, an adversely affected or aggrieved Bidder is defined as a Bidder who submitted a bid and is eligible for award of the Contract as the best proposer or the lowest bidder and is next in line for award. Eligible Bidders protesting the award shall follow the procedures described below. County will not consider protests which are not submitted in conformance with these procedures. This protest procedure constitutes the sole administrative remedy available to Bidders.

Protests must be received by County no later than seven (7) days after receipt of issuance of intent to award the Contract.

All protests must be in writing, signed by the protesting party or an authorized agent and submitted to the Buyer listed in Section 2.2. The protest must state all facts and arguments on which the protesting party is basing the protest. The protest must claim, and state facts which substantiate a claim, that all lower bidders are ineligible to receive the Contract award) because their bids were non-responsive, or ii) because the County committed a material violation of a provision in the solicitation document or of an applicable statute or administrative rule, and but for the alleged material violation the protestor would have been the lowest bidder.

The procedures for filing an appeal are outlined in Deschutes County Code (DCC 2.37.140). Except as otherwise provided in DCC 2.37.140, the contents and filing of protests shall be in accordance with the Public Contracting Code (ORS 279B.400 to 279B.425) and the Model rules (OAR 137-047-0700 to 137-047-0800).

**2.5.9 Right to Reject:** The County reserves the right, in its sole discretion to:

**2.5.9.1** Amend these solicitation documents;

**2.5.9.2** Extend the deadline for submitting bid responses;

**2.5.9.3** Determine whether a bid response does, or does not, substantially comply with the requirements of the solicitation;

**2.5.9.4** Waive any minor irregularity, informality, or non-conformance with the requirements of the solicitation documents; and

**2.5.9.5** At any time prior to Contract execution (including after announcement of the apparent successful bidder):

**2.5.9.5.1** To reject any bid responses that fails to comply with all prescribed bidding procedures and with all requirements of these bid documents; and

- 2.5.9.5.2** To reject all bid responses received and cancel this solicitation upon a determination by the County that cancellation would be in the best interest of the County.

## **2.6 Bidder Qualifications**

The County, in its sole discretion, shall determine whether Bidder is a “Responsible Bidder” and meets the standards set forth in ORS 279B.110 and has not been debarred under ORS 279B.130.

## **2.7 Responsibility Notification**

Deschutes County reserves the right, pursuant to ORS 279B.110 and OAR 137-047-0640(1)(c)(F), to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful Bidder's responsibility to perform the contract. Bidder's submission of a signed Offer shall constitute Bidder's authorization for Deschutes County to obtain, and Bidder's agreement to produce for Deschutes County's review and copying, any information Deschutes County deems necessary to conduct the evaluation. Deschutes County shall notify the apparent successful Bidder, in writing, of any other documentation required. Deschutes County may reject a Bid, if Bidder fails to promptly provide this information. Deschutes County may postpone the award of the contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate Responsibility, as required under ORS 279B.110 and OAR 137-047-0640(1)(c)(F), shall render the Bidder non-responsible and shall constitute grounds for Bid Rejection.

## **SECTION 3 – TERMS AND CONDITIONS**

The successful Bidder must sign an Agreement essentially in the form found in Exhibit 1 of this solicitation.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

# Strategies for policy and environmental changes (SPArC) in tobacco prevention

## SECTION 4 – Bid Acknowledgement Form

This form is to acknowledge that the business entity hereby identified plans to submit a bid in response to Deschutes County's Invitation to Bid Strategies for policy and environmental changes (SPArC) in tobacco prevention. Although not mandatory, receipt of this form will ensure that the bidder is provided answers to submitted questions by all vendors and is updated on the progress of this ITB process. This acknowledgement must be received by May 13, 2016 at 5pm. This form can be submitted by mail, fax, email or hand delivered to the following:

Penny Pritchard, Tobacco Prevention Coordinator  
Deschutes County Health Services  
2577 NE Courtney Drive  
Bend, Oregon 97701  
Fax: (541) 322-7565  
Penny.pritchard@deschutes.org

Authorized Signature \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_



# Strategies for policy and environmental changes (SPArC) in tobacco prevention

## SECTION 5 – BID FORM

This Bid shall be signed in ink by an authorized representative of the Bidder. Any alterations or erasures to the Bid shall be initialed in ink by the undersigned authorized representative. Pricing will be no more than two (2) spaces to the right of the decimal.

Deschutes County shall award the contract to the responsive, responsible bidder, offering the most experience, best references as well as the lowest budget/bid.

**On a separate page Bidder shall briefly describe specific past experience with the following:**

- a. Facilitating workgroups involving community partners and government entities to develop a fiscal impact analysis
- b. Facilitating Tobacco Prevention projects

## **References**

Bidder shall provide a minimum of three (3) business references:

Contact Name	
Phone	
Email	
Company Name	
Company Address	
Contact Name	
Phone	
Email	
Company Name	
Company Address	
Contact Name	
Phone	
Email	
Company Name	
Company Address	

### **Residency Information**

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the twelve (12) calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120(1)(b))

"Non-resident bidder" means a bidder who is not a "Resident bidder" as defined above. (ORS 279A.120(1)(a))

1. Bidder is a Resident Bidder: ☐ Yes ☐ No
  - a. In No, enter state of residency\_\_\_\_\_
  - b. If No, are you or your firm eligible for any preference in award of contracts with your state's government or with other governmental bodies in your state?

☐ Yes ☐ No

    - i. If Yes, provide the preference percentage or describe the preference  
\_\_\_\_\_
    - ii. If Yes, state the law or regulation that allows the preference described  
\_\_\_\_\_

### **Business Information**

1. How many years has the Bidder been in business selling the products and providing the services made the subject of this ITB?

☐ Less than 1 Year  
☐ 1 to 5 Years  
☐ 6 to 10 Years  
☐ 11 to 20 Years  
☐ More than 20 Years
2. Within the past five (5) years, has the Bidder had any lawsuits filed against it involving contract disputes?

☐ Yes ☐ No

  - a. If Yes, indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal  
\_\_\_\_\_  
\_\_\_\_\_
3. Within the past twenty-four (24) months, has the Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for solvency instituted against it?

☐ Yes ☐ No

  - a. If Yes, indicate filing dates, jurisdiction, type of action, ultimate resolution, and date of final judgment or dismissal, if applicable.  
\_\_\_\_\_  
\_\_\_\_\_

4. Within the past twenty-four (24) months, has bidder had any lawsuits filed against it by creditors?

☐Yes

☐No

- a. If Yes, indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal).

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The undersigned agrees and certifies that he/she:

- Has read and understands all instructions, specifications and terms and conditions contained herein;
- Is the authorized representative of the Bidder and that the information provided in this Bid is true and accurate, and that providing incorrect or incomplete information may be cause for bid rejection or contract termination;
- Is submitting a firm offer for a period of no less than ninety (90) days; and
- Certifies that the information was arrived at independently, without any collusion with any other party competing for a contract under this Invitation to Bid.

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Bidder (COMPANY) Name

---

Bidder Address

---

Authorized Signature

Date

---

Title of Authorized Representative

---

Contact Person

Phone

Fax

Email