

STATE OF OREGON



COVER PAGE

OREGON HEALTH AUTHORITY

Is issuing this Request for Proposals (RFP) 6300
OregonBuys Bid Number # S-44300-00015366 for

COMMERCIAL TOBACCO PREVENTION AND CESSATION COMMUNICATIONS STRATEGY AND SERVICES

Date of Issue: September 14, 2026

**Opening Date and Time* (Proposal Due Date):
October 19, 2026 at 3:00 PM (Pacific Time)**

***Opening Date and Time** refers to the date and time set for Opening of Proposals.

OregonBuys Electronic Response or Email Response. Per RFP Sections 3.2.3 and 4.5 below, Proposer must submit its Proposal electronically through OregonBuys (see the process for electronic submission at [OregonBuys Supplier Bid Solicitation Response](#)). See Section 4.4 Proposal Delivery Option for more information.

Note: The Public Opening described in [Section 4.8](#), to provide the name of each Proposer, will be completed by posting an Amendment to OregonBuys Bid Number S-44300-00015366.

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LIST OF ATTACHMENTS

The following are posted in the Attachments for OregonBuys # S-44300-00015366:

ATTACHMENT A SAMPLE CONTRACT

ATTACHMENT B DISCLOSURE EXEMPTION AFFIDAVIT

ATTACHMENT C PROPOSER INFORMATION AND CERTIFICATION SHEET

ATTACHMENT D REFERENCE CHECK FORM

ATTACHMENT E PRICE PROPOSAL FORM

ATTACHMENT F COBID CERTIFICATION / OUTREACH PLAN

ATTACHMENT G RESPONSIBILITY INQUIRY

ATTACHMENT H TOBACCO ALCOHOL, AND CANNABIS CERTIFICATION SHEET

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through the Oregon Health Authority (“OHA” or “Agency”), is issuing this Request for Proposals for strategic communications services for the tobacco prevention and cessation programs of Public Health Division Health Promotion and Chronic Disease Prevention Section (HPCDP), Tobacco Prevention and Education Program (TPEP), which is responsible for the [Smokefree Oregon](#) social-marketing brand and accompanying campaigns, as well as management and maintenance of culturally specific social marketing campaigns, including [Vive Sin Fumar](#). Strategic communications services include but are not limited to: audience and messaging research; creative development; creative testing; purchase and placement of advertising; social media development, strategy, and maintenance; website strategy and maintenance; community engagement for materials development; campaign monitoring and evaluation; and training and technical assistance on strategic communications for local public health authorities, community-based organizations, regional health equity coalitions, and Tribes and Tribal organizations.

Agency anticipates the award of one Contract as a result of this RFP.

The initial term of the Contract is anticipated to begin upon execution of a Contract through June 30, 2031, with options to amend the Contract for additional, related work, funding up to a cumulative maximum of seven years. The Contract will have an estimated budget of \$1,500,000 for the first year of the Contract term (approximately December 1, 2026, through June 30, 2027), and an estimated total five-year not-to-exceed amount of \$19,000,000 subject to future budget approvals.

OHA currently estimates the funding available for the Contract as follows:

- \$1.5 million for the approximate period of 12/1/ 2026 – 6/30/2027;
- \$9.5 million for the 2027-2029 biennium (7/1/2027 – 6/30/2029); and
- \$8.0 million for the 2029-2031 biennium (7/1/2029- 6/30/2031).

An annual budget will be established for each year of the Contract, beginning with the effective date, and is dependent on OHA’s approved budget and legislated spending limitation. Within the Agency provided budget, an annual workplan and milestones will be established by written agreement between Agency and Contractor. Additional details about this project are included in Section 2.4 Scope of Work.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Questions / Requests for Clarification Due	September 28, 2026	5:00 PM (Pacific Time)
Answers to Questions / Requests for Clarification Issued (approx.)	October 1, 2026	
RFP Protest Period Ends	7 calendar days prior to the RFP Opening date listed on RFP Cover Page (Page 1)	
Protests to Amendment(s) to RFP	Second Business Day following the issuance of the Amendment or the date/time specified in the Amendment (See Section 4.4.2 below)	
Opening/Proposal Due	See RFP Cover Page (Page 1)	
Optional Round 2 Presentations, Demonstrations, or Interviews	To be announced by OregonBuys Amendment to this RFP if applicable	
Issuance of Notice of Intent to Award on OregonBuys (approx.)	November 12, 2026	
Award Protest Period Ends	7 calendar days after Issuance of the Notice of Intent to Award on OregonBuys	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

Agency is issuing this RFP pursuant to its authority under ORS 413.033.

Agency is using the Competitive Sealed Proposal method, pursuant to ORS 279B.060 and OAR .137-047-0260. Agency may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in OAR 137-046-0110, defined below, or defined in Attachments to this RFP. Terminology specific to the OregonBuys system may be found at [OregonBuys](#).

For purposes of this RFP and the resulting Contract, the terms below shall have the following meanings:

- **ADA** means Americans with Disabilities Act.
- **Bilingual Team** means a group of professionals who collectively demonstrate effective communication in two languages relevant to the audiences or communities served. Such a team integrates members with the ability to interpret, translate, or co-create materials across both languages and ensures that outreach, engagement, and marketing products are linguistically accessible. A Bilingual Team is capable of contributing to community-engaged co-creation processes, especially when developing marketing materials, public information, or culturally responsive content.
- **Bicultural Team** means a group of professionals who collectively possess practical knowledge, lived experience, and operational familiarity with two distinct cultural communities, allowing them to navigate cultural norms, communication styles, values, and expectations across both. A Bicultural Team has the ability to participate in community-centered design, collaborate with culturally specific communities, and ensure that marketing materials or engagement strategies authentically reflect the cultural perspectives of the communities served.
- **Campaign** means a series of planned actions or coordinated activities, including, but not limited to, social marketing, advertising and other communications methods, which are designed to encourage people to take steps to improve their health or the health of their communities.
- **CDC** means the U.S. Centers for Disease Control and Prevention.
- **Commercial Determinants of Health** means private sector activities that affect people's health, directly or indirectly, positively or negatively. Commercial determinants of health are a key Social Determinant of Health and a root cause of commercial tobacco addiction.
- **Commercial tobacco** means tobacco that is sold by the tobacco industry, including cigarettes, vape or e-cigarettes, chewing tobacco, cigars and other products that contain addictive nicotine. The term commercial tobacco is used to separate it from sacred and traditional tobacco used by some American Indian/Alaska Native communities and Tribal Nations. Unless otherwise specified, the word "tobacco" refers to "commercial tobacco" in this RFP.
- **Commission(s)** means all advertisement awards, credits, payments or monetary benefits of any kind received by the Contractor from any source for effort provided by the Contractor on behalf of OHA under the Contract.

- **Community Based Organizations or CBOs** means organizations formed in communities to promote wellbeing, including commercial tobacco prevention or cessation activities; developing or implementing policies that provide protection from secondhand smoke; or other work to address the social and commercial determinants of health inequities.
- **Competitive Range** means the Proposers with whom OHA will conduct discussions or negotiations as stated in [Section 4.12.1](#) of this RFP.
- **Contract** means the Contract awarded as a result of this RFP.
- **Contractor** means the Proposer selected through this RFP to enter into a Contract with OHA to perform the Work.
- **Coordinated Care Organizations (CCOs)** means a network of all types of health care providers who have agreed to work together for people who receive health care coverage under the Oregon Health Plan (Medicaid). These providers have joined together to form one jointly governed entity that will contract with the Oregon Health Authority to serve people on the Oregon Health Plan (OHP) in their communities.
- **Culturally Specific Community (or Communities)** means a group (or groups) of people who share similar cultural characteristics, traditions, and identities. Those cultural similarities could include language, age, race, gender, ethnicity, income, education, sexual orientation, or disability status to name a few. The term is used to describe distinctive qualities unique to specific cultures. This term does not assume that all people who share a specific cultural commonality are homogenous, but rather that people hold many cultural identities simultaneously.
- **Culturally Specific Sub-brands** means a subsidiary of the main brand, with its own unique identity and positioning in the market. Sub-brands are created as an opportunity to reach a new, culturally, or demographically specific audience.
- **Earned Media** means news media coverage of an event or activity including news stories, opinion editorials, and letters to the editor that are published free of charge.
- **Health Equity** means all people can reach their full health potential and well-being and are not disadvantaged by their race, ethnicity, language, disability, age, gender, gender identity, sexual orientation, social class, intersections among these communities or identities, or other socially determined circumstances. Achieving health equity requires the ongoing collaboration of all regions and sectors of the state, including Tribal governments to address; the equitable distribution or redistribution of resources and power; and recognizing, reconciling and rectifying historical and contemporary injustices.
- **HPCDP** means the Health Promotion and Chronic Disease Prevention Section of the Oregon Health Authority – Public Health Division.
- **Key Personnel or Key Person(s)** means the person or persons on Proposer's staff who will complete the Work under the Contract, as well as Contractor's project manager and any Subcontractors and Subcontractor personnel who will complete the Work.

- **LGBTQIA2S+** means lesbian, gay, bisexual, transgender, queer, intersex, asexual/aromantic, two-spirit, plus other identities.
- **Local Public Health Authority (LPHA)**, as defined in [ORS 431.003\(7\)](#) means:
 - (a) A county government;
 - (b) A health district formed under ORS 431.443; or
 - (c) An intergovernmental entity that provides public health services pursuant to an agreement entered into under ORS 190.010 (5).
- **Office of Contracts and Procurement (OC&P)** means the entity that is responsible for the procurement process for OHA.
- **OHA** means the Oregon Health Authority.
- **OHP** means the Oregon Health Plan, Oregon's Medicaid program or related state-funded health programs.
- **Oregon Buys** means the State of Oregon's official procurement network system at website <https://oregonbuys.gov/>.
- **Paid Advertising** means advertising purchased in print, broadcast, on-line, outdoor or other media channels.
- **Paid Media** means purchased advertising.
- **Proposal** means a written response submitted to OC&P in response to this RFP.
- **Proposer** means the person or entity with the legal capacity to enter into a Contract that submits a Proposal. All persons or firms submitting Proposals are referred to as Proposers in this RFP. After execution of the Contract, the awarded Proposer will be designated as Contractor.
- **PHD** means Public Health Division of the Oregon Health Authority
- **Regional Health Equity Coalitions (RHECs)** are community-led groups made up of grassroots community members and representatives from culturally specific community-based organizations who work to identify what the most pressing health equity issues are in their region. Once they identify those priorities, then they work to develop solutions to these barriers and challenges at the policy, systems and environment change levels. These efforts focus on issues impacting priority populations including Communities of Color, Tribal communities including the nine federally recognized Tribes in Oregon and other American Indians and Alaska Natives people, immigrants, refugees, migrant and seasonal farmworkers, individuals and families with low-income, people with disabilities, and LGBTQ communities, with Communities of Color as the leading priority. For more information about RHECs, see this site: <https://www.oregon.gov/oha/EI/Pages/RHEC.aspx>
- **RFP** means Request for Proposal.

- **Responsive** means a Proposal that substantially complies with the request for proposals and all prescribed procurement procedures and requirements.
- **Self-Management Programs** means evidence-based curricula or services proven to help people with chronic conditions better manage their health.
- **Services** means the Paid Advertising and Social Marketing and other communication services, and related deliverables, as described in Section 2.4, Scope of Work, of this RFP.
- **Shared Risk and Protective Factors** means a public health approach to preventing injuries, violence, and other public health problems that requires having a holistic understanding of their root causes. Risk factors are characteristics and conditions that increase the likelihood of experiencing an adverse health or quality-of-life outcome. Protective factors are the inverse: these characteristics and conditions decrease or mitigate the likelihood of experiencing an adverse outcome or increase the likelihood of experiencing a positive outcome.
- **Social Determinants of Health** means the conditions in which people are born, grow, work, live, and age, the systems put in place to deal with illness, and the wider set of forces and systems shaping the conditions of daily life. These conditions may be a root cause or protective factor affecting tobacco use, or they may create environments and systems where it is easier or harder for people addicted to commercial tobacco products to quit.
- **Social Marketing** means using traditional tools of marketing to promote messages that benefit society and are intended to influence behavior and change social norms.
- **State** means the State of Oregon.
- **Statement of Work** means the specific description of Services required to be performed under the Contract, including delivery schedule and associated performance obligations.
- **Subcontractor** means a vendor retained under contract by Contractor to perform the Services and complete the Work under the Contract as described in the Section 2.4 Scope of Work of this RFP.
- **Tobacco** - Unless otherwise specified, the word “tobacco” refers to “commercial tobacco” in this RFP.
- **Traditional Tobacco** means non-commercial tobacco for traditional American Indian ceremonial purposes in accordance with the American Indian Religious Freedom Act, 42 U.S.C. 1996, more specifically, a sacred plant used for healing, prayer, and celebration. See OAR 333-015-0035(6) & ORS 433.850(2)(b). This sacred plant differs for every Tribe from the plant or plants referred to as “tobacco” all the way to how it is used for healing, prayer, gift offerings, ceremony, and celebration.
- **Tribal Programs** means grantees who receive prevention funding from the Oregon Health Authority in one of the nine federally recognized American Indian tribes in Oregon or NARA Northwest. The Nine Federally Recognized Tribes of Oregon are individual sovereign nations with a distinct political and legal status that is not based on race. Oregon has a

government-to-government relationship that differs from the state's relationship with other community partners. In addition, OHA works with native serving organizations, such as NAYA and the Northwest Portland Area Indian Health Board.

- **Tribe** means one of "The Nine Federally Recognized Indian tribes of Oregon" which include the following tribes:
 - Burns Paiute Tribe;
 - Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians;
 - Coquille Tribe;
 - Cow Creek Band of Umpqua Tribe of Indians;
 - Confederated Tribes of the Grand Ronde Community of Oregon;
 - The Klamath Tribes
 - Confederated Tribes of Siletz;
 - Confederated Tribes of the Umatilla Indian Reservation; and
 - Confederated Tribes of the Warm Springs Indian Reservation.

Source: "Tribal Governments in Oregon" Background Brief, Legislative Policy and Research Office (Updated September, 2016)

<https://www.oregonlegislature.gov/lpro/Publications/BB2016TribalGovernmentsinOregon.pdf>

2.2.1 Work means the required Services, tasks, deliverables, reporting and invoicing requirements, as described in Section 2.4 Scope of Work of this RFP.

2.3 OVERVIEW AND PURPOSE

2.3.1 Agency Overview and Background

The Oregon Health Authority (OHA) works to ensure that all people and communities can achieve optimum physical, mental, and social well-being through partnerships, prevention, and access to quality, affordable health care. OHA's strategic plan goal is to eliminate health inequities in Oregon by 2030.

OHA's Public Health Division (PHD) works to protect and promote the health of all Oregonians and the communities where they live, work, play, and learn. This includes managing public health modernization, public health accountability metrics, the state health improvement plan, state health assessment and indicators, partnering with community-based organizations, local public health authorities, and regional health equity coalitions, and other initiatives that work to create health equity.

Within PHD, the Center for Prevention and Health Promotion houses the following sections:

- Adolescent Health, ScreenWise, and Reproductive Health (ASRH)
- Health Promotion and Chronic Disease Prevention (HPCDP)
- Injury and Violence Prevention (IVPP)
- Family and Child Health (FCH)
- Nutrition and Health Screening (WIC Program)

Each of these programs plays a unique role in protecting and promoting the health of all people

in Oregon. HPCDP addresses inequities in the Social Determinants of Health and the risk factors that contribute to chronic disease, including commercial tobacco use. The Contractor selected through this RFP will work closely with Public Health Division staff to provide communication services to shift social norms and create environments that are ready for policy and systems changes that address the drivers of chronic disease and health inequities in Oregon, including commercial tobacco use. The Contractor will also provide communication services that increase awareness and uptake of commercial tobacco cessation, either through engagement with cessation services or empowering individuals to take successful actions to quit on their own. Additional communications services may include supporting creative materials development and publications for related programs, such as the Oregon Tobacco Retail License Program.

2.3.2 Project Overview and Background

In 1996, Oregon voters approved a cigarette tax and dedicated the resulting revenue to a new Tobacco Prevention and Education Program (TPEP).¹ Since then, commercial tobacco prevention and cessation programming has expanded to work collaboratively across the OHA Public Health Division and other state agencies to address the root causes of tobacco use. Strategic communications services for commercial tobacco prevention and cessation contribute to state and community interventions, mass-reach health communications, tobacco use and dependence treatment, and surveillance and evaluation.

Since the inception of commercial tobacco prevention and cessation programming, OHA's focus on policy, systems, and environmental change (PSE) strategies has contributed to a 53 percent decline in adult smoking rates and more than an 89 percent reduction in per capita cigarette sales. Despite this strong foundation, tobacco use remains the leading cause of preventable death in Oregon, and certain communities experience an inequitable burden of tobacco-caused disease and death. Flavored tobacco products, including menthol, are a particular concern – flavors make it easier to start, and addictive nicotine makes it hard to stop. While some Oregon counties have prohibited flavored tobacco products, many young adults are unaware of product harms. In a recent survey of youth and young adults, two-thirds of e-cigarette users didn't know the products contained nicotine. Candy-flavored tobacco products are widely available in nine out of every ten tobacco retail stores in Oregon. For more information, see the Tobacco and Alcohol Retail Assessment report located here:

https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/CHRONICDISEASE/DATAREPORTS/Pages/TARA_assessment.aspx

The OHA Public Health Division invests in health communications infrastructure as a part of a comprehensive approach to prevent and reduce health harms. The purpose of health communications for alcohol, tobacco and other drugs is to:

- Improve health and wellbeing of all people in Oregon;
- Shift cultural narratives and norms to prepare communities for policies, systems, and environmental change;

¹For more information about TPEP's work and accomplishments, see this website:
<https://www.oregon.gov/oha/ph/preventionwellness/tobaccoprevention/pages/index.aspx>.

- Engage community members, especially people from communities most impacted by health harms, in the development of tools, educational resources and policy, systems, and environmental change to create healthy communities; and
- Leverage health communications practices and research to further community goals.

The tobacco and alcohol industries spend billions on advertising every year to place and promote their products where people will see them every day. Advertising and promotions make products like tobacco more affordable, attractive, and appealing while also making it more difficult for people to quit. Health communications can help counter these efforts by elevating community counter-narratives and accelerating environmental, systems and policy changes.

HPCDP has worked with communications contractors to develop the Smokefree Oregon brand as part of Oregon's comprehensive commercial Tobacco Prevention Education Program (TPEP).

The Smokefree Oregon brand shares counter-advertising messages through earned, owned and paid media and is an important resource to local partners across Oregon who are working to address tobacco use through policy, systems, and environmental change. For over 15 years, Smokefree Oregon has supported multiple paid media campaigns to advance tobacco prevention and education, including but not limited to eliminating exposure to secondhand smoke; preventing youth tobacco initiation; eliminating tobacco-related health disparities; disseminating information about changing regulations and prevention policy; and helping people who use tobacco quit.

Smokefree Oregon and HPCDP aim to:

- 1) Support shifts in policy, systems, and environments to hold the tobacco industry accountable for tobacco-caused disease and death and reduce initiation of tobacco products.
- 2) Raise awareness of the social and commercial determinants of tobacco use and the ways in which communities are working to address these drivers.
- 3) Work with communities to address the root causes of tobacco use and eliminate health inequities.
- 4) Promote and connect people to cessation supports that are culturally specific and aligned with an individual's needs, including [Oregon's Tobacco Quitline](#) and [Vive Sin Fumar](#).
- 5) Engage people across Oregon in building a commercial tobacco-free movement. This includes collaborating with community partners to co-develop the Smokefree Oregon brand, campaign strategy, and creative materials.

Learn more about Smokefree Oregon and find existing resources by visiting <https://smokefreeoregon.com/>.

2.3.3 Purpose

OHA seeks to contract with a strategic communications Contractor with expertise in managing complex, multi-year marketing strategies. Marketing strategies will include implementing campaigns with statewide reach, including a particular emphasis on the unique needs of audiences at higher risk of commercial tobacco use, including, but not limited to: Black or African America, American Indian or Alaska Native, People of Color, youth, people with disabilities, people with behavioral health conditions, LGBTQIA2S+.

Contractor's services will also enable HPCDP to meet requirements of the CDC National Tobacco Control Program and competitive grant opportunities. Contractor will support OHA's goal to eliminate health inequities in Oregon by 2030 and develop strategy that centers community and aligns with a Shared Risk and Protective Factors approach. Contractor will also provide communication, technical assistance (TA) and training to grantees, help communicate changes in policy, systems, and environments to varied audiences, including individuals, health systems, health care workers, tobacco retailers, and others as requested by OHA.

As stated in Attachment H - TOBACCO ALCOHOL, AND CANNABIS CERTIFICATION SHEET, Proposers must have no financial, professional, or pro bono connection or relationship with the tobacco, alcohol or cannabis industries. Any such relationships will be considered conflicts of interest with HPCDP's goals and mission to reduce the burden of chronic disease and health inequities.

This requirement will also apply to the Contractor and will be incorporated into the Contract with the successful Proposer.

2.4 SCOPE OF WORK

Smokefree Oregon and its Culturally Specific Sub-brands address the harms of tobacco use in Oregon by shifting social norms to create policy, systems, and environmental change. These changes hold the tobacco industry accountable for their harm, make it harder for people to begin using tobacco products, and make it easier for people addicted to these products to quit. The Contract awarded to the Contractor selected from this RFP will be a broad services contract that includes the following services:

- Brand strategy development, implementation and management;
- Audience, campaign and social marketing research through message testing, focus group testing, surveys, and innovative testing approaches;
- Advertising placement using existing advertisements or new advertising developed with partners to reach those most impacted by predatory marketing tactics;
- Development of new advertising with partners such as local public health authorities, community-based organizations, regional health equity coalitions, and Tribes and Tribal organizations;
- Message, campaign tools, and materials development, as well as archiving and materials management;
- Social media strategy, post curation, and audience management and maintenance;
- Website strategy, maintenance, and development, including a community partner resource portal;
- Strategic communications technical assistance to Agency, community-based organizations, local public health authorities, regional health equity coalitions, and Tribes and Tribal-serving organizations;
- Campaign monitoring and analytics reporting; and
- Public relations services.

OHA expects the Contractor to center health equity, cultural competency and relevance, and community partnership. Contractor shall provide interpretation, translation, and transcreation

services for any material or service on request including written, visual, and audio materials. At OHA request, the Contractor will transcreate materials into other languages, including but not limited to Spanish, Traditional Chinese, Simplified Chinese, Vietnamese, Russian, Korean, Arabic, Hmong, Marshallese, Portuguese, Chuukese, Burmese, Samoan, Cantonese, Somali, Mam, Punjabi, Hindi, and American Sign Language.

Work Plan Requirement:

Contractor shall develop and regularly update a Work Plan, which will outline the deliverable schedule and be used to track deliverable status throughout the Contract. An Initial Work Plan for the period from Contract execution (approximately December 1, 2026) through June 30, 2027, will be due within forty-five (45) calendar days of Contract execution.

Following OHA's review and comments on the Contractor's Initial Work Plan, Contractor shall incorporate OHA's comments and edits into a revised work plan ("Revised Work Plan") and deliver the Revised Work Plan to OHA no later than five (5) calendar days following the Contractor's receipt of OHA's comments and edits. The Work Plan review and revision process shall continue until OHA accepts a draft work plan as the Final Work Plan by written agreement.

The Work Plan shall include a schedule for completion of all required Tasks, Sub-tasks, and Deliverables.

Contractor will develop and regularly update the Final Work Plan. OHA's approval of any Work Plan or Work Plan updates is subject to available federal and state funding.

Contractor shall complete all tasks and deliver all deliverables under this Statement of Work according to the Final Work Plan(s) developed by the Contractor and approved by OHA.

Work to be performed under the Contract awarded through this RFP includes the following Services.

2.4.1 Brand Strategy Development, Implementation and Management Services

2.4.1.1 Contractor shall assist OHA with overarching brand management and strategy for commercial tobacco prevention and cessation, including any evolution over time.

2.4.1.2 Contractor shall maintain tobacco prevention and cessation infrastructure and materials management. This should include maintaining web and social media presence for Smokefree Oregon and its Culturally Specific Sub-brands, as well as platforms that enable training and technical assistance for grantees and other partners.

2.4.1.3 Contractor shall, upon OHA request and approval, collaborate with other

firms, share best practices, participate in training and technical assistance opportunities, and participate in working groups or communities of practice with the intent of strengthening the public health communications and social marketing field in Oregon or nationally. Contractor will not be expected to share proprietary information with other firms.

2.4.2 Campaign Planning Services

- 2.4.2.1** Contractor shall, upon OHA request and approval, develop social marketing campaigns addressing tobacco prevention and cessation. Contractor shall coordinate each campaign to maximize effectiveness and reach among the campaign's desired audience(s). Contractor shall work, in collaboration with OHA, on community engagement and build relationships with people experiencing tobacco-related health disparities and communities targeted by tobacco industry marketing.
- 2.4.2.2** Contractor shall consult with OHA, and others designated by OHA such as LPHAs, CBOs, and other HPCDP contractors, during social marketing campaign design. Contractor shall also work with OHA to engage communities and participate in collaborative creation, design, ownership, and dissemination of campaign materials.
- 2.4.2.3** Contractor shall collaborate with OHA to ensure brand and campaign materials meet SFO brand standards and align with applicable [ODHS and OHA Writing Style Guide](#) directives. Contractor shall support OHA campaign approval processes as requested.

2.4.3 Testing and Formative Research Services

- 2.4.3.1** Contractor shall, as requested by OHA, conduct appropriate formative audience research and testing to prepare and maintain current, relevant, and effective campaign messages and materials, including tailored research for specific populations.
- 2.4.3.2** Contractor shall provide technical assistance to OHA in support of survey research evaluation pertaining to campaign reach and effectiveness.
- 2.4.3.3** Throughout the Contract term, Contractor shall:
 - maintain current knowledge of and actively research the best and emerging practices in social marketing nationally and in Oregon, including but not limited to tobacco prevention and cessation; and
 - maintain the ability to apply social marketing best practices to develop creative media materials and social marketing strategies in support of each campaign.

2.4.4 Media Planning and Production Services

- 2.4.4.1** Contractor shall develop and launch comprehensive, multifaceted health

communications and marketing campaigns that reach all people in Oregon, including priority populations.

2.4.4.2 Contractor shall provide production services, including adaptations of existing materials from previous campaigns or campaigns from other states, as well as creation and production of new materials approved by OHA.

2.4.4.3 Contractor shall adhere to best practices for accessibility as they adapt over time.

2.4.5 Advertising Services

The Contractor and its subcontractor(s), if any, shall be responsible for purchasing advertising to support OHA's social marketing campaigns. This will include media market analysis, creating media placement plans, securing rights to advertising channels that maximize reach and effectiveness. OHA encourages subcontracting with community-specific media entities to increase reach and effectiveness in communities that may not be reached by traditional media outlets. Contractor's advertising placement plans shall include earned media, in-kind, or other added value media placements secured as a result of media placements purchased by the contractor or media outreach strategies.

2.4.6 Campaign Monitoring and Evaluation Services

2.4.6.1 Contractor shall provide detailed ad tracking for all digital advertising, as available, to provide the analytics necessary to optimize advertising campaigns. Contractor shall also provide comprehensive mid-campaign and end-of-campaign reports and analysis to evaluate advertisement and media channel effectiveness and performance.

2.4.6.2 Contractor shall provide reports on key performance indicators, as agreed upon within the workplan, to demonstrate the success of any strategic communications, community engagement, or training and technical assistance plan. This task may include, but is not limited to, measurements such as social media impressions, website page views, campaign conversion rates, ad recall surveys, partner surveys, or other metrics. The timing and frequency of required reports will be determined through Contract negotiations between the parties.

2.4.6.3 Contractor shall participate in all campaign evaluations conducted by OHA staff or external evaluation contractors. Based on evaluation results, the Contractor shall discuss with OHA how to incorporate findings and adapt brands or campaigns for greater effectiveness and reach.

2.4.6.4 Contractor shall provide, upon request by OHA, an annual report that highlights meaningful activities and findings from the previous year and makes recommendations for improvements to the brand or social marketing campaigns.

2.4.7 Training and Technical Assistance Services

2.4.7.1 Contractor or Contractor's approved Subcontractor shall provide training and technical assistance to OHA and HPCDP grantees and partners, including county programs, Tribal Programs, CBOs, Regional Health Equity Coalitions, CCOs, and other partners or grantees as requested to OHA. Contractor shall develop and implement strategy for technical assistance and training to meet the needs of community partners that effectively communicates priority information to the communities they serve. The strategy may include work with specific organizations or larger groups with allied interests and goals.

2.4.7.2 Specific to helping people quit nicotine addiction, the Contractor shall assist OHA in maintaining relationships with CCOs, health care providers, and social service organizations to provide technical assistance and tailored materials for populations most at risk for nicotine addiction.

2.4.8 Other Communication Services

Contractor shall provide, upon request by OHA, other strategic communication services. This may include, but is not limited to, process design, strategic facilitation, and community engagement. Contractor shall provide earned media support and technical assistance, such as managing news conferences, generating news releases, story placement, production, and placement of guest opinions, coordinating editorial board meetings, issuing media advisories, and talking point preparation for spokespeople.

2.4.9 General Conditions and Performance Standards

2.4.9.1 Contractor and all of Contractor's Subcontractors are prohibited from using any funds paid through the Contract for any direct contact with, or lobbying of, state legislators, state officials, or their staff for purposes of influencing any legislative policies or funding decisions. When directed by OHA, Contractor may use these funds to provide information to legislators and legislative committees regarding campaign activities.

2.4.9.2 Contractor shall obtain and maintain for OHA all materials, including licenses, administrative rights, and historical documents related to commercial tobacco prevention and cessation communications activities. Contractor shall, upon OHA request, assure seamless handover of materials to any potential new contractor in the future.

2.4.9.3 Contractor shall require and ensure that all of Contractor's subcontractors shall perform all work in a timely and effective manner in accordance with the terms and conditions of the Contract. OHA may communicate directly with any subcontractor about work being performed for OHA.

2.4.9.4 Contractor's work shall at all times reflect and serve the mission, goals and objectives of OHA as outlined in Section 2.3.

- 2.4.9.5** Contractor shall produce all materials in compliance with ADA requirements and following the [ODHS and OHA Writing Style Guide](#) to the extent possible. All materials should align with professional graphic design standards and formats.
- 2.4.9.6** Contractor shall be readily available during normal Monday through Friday business hours of 8:00am to 5:00pm Pacific Time, excluding State of Oregon holidays, by email, telephone, or video throughout the calendar year and the term of this Contract to address the needs of OHA, HPCDP, grantees and partners, and other OHA contractors. Contractor shall be prepared to meet in-person at the Portland State Office Building at 800 NE Oregon Street, Portland, OR 97232, upon request. Contractor shall also be available upon OHA request for on-call services or work outside of business hours for crisis management, response, or other unforeseen urgent circumstances.
- 2.4.9.7** Contractor shall travel to locations throughout Oregon as requested by OHA throughout the term of the Contract, to: conduct photography, videography and other creative production activities; recruit and hire Oregon-based talent, and production personnel, as appropriate; and attend meetings with OHA staff, local public health authorities, community partners, contractors, and other interested parties. Contractor's Key Persons shall maintain the qualifications and experience required to complete the Work for the term of the Contract. Should the Contractor request approval for an additional or replacement Key Person, OHA will have the right to review the qualifications of and approve or disapprove the proposed Key Person. The new Key Person must meet or exceed the qualifications of the Key Person being replaced.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, each Proposer must certify and explain how Proposer meets or exceeds the following requirements in the "Minimum Qualifications Statement" attached to Attachment C - Proposer Information and Certification Sheet.

- 3.1.1** At least one of Proposer's Key Persons identified in response to [Section 3.3.4.6](#) must have the following qualifications:
- a) demonstrated work experience providing public health communications services that include developing, testing, refining, and implementing tobacco prevention and cessation social marketing campaigns in English and in other languages
 - b) demonstrated work experience in social marketing of public health issues; and
 - c) demonstrated work experience co-creating marketing materials through community engagement processes.

- 3.1.2** At least one of Proposer's Key Persons who are senior management staff must have demonstrated work experience working with Culturally Specific Communities.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Round 1 Proposal Submissions

To be considered for evaluation, Proposal must contain each of the following elements (further detailed in Section 3.3 Round 1 Proposal Requirements below):

- Disclosure Exemption Affidavit (Attachment B) (Note: this affidavit is only required per Section 3.3.1 below if Proposer believes its Proposal includes information that is exempt from public disclosure)
- Proposer Information and Certification Sheet (Attachment C) including a Minimum Qualifications Statement
- Reference Check Forms (Attachment D) in response to Section 3.3.3
- Technical Proposal Responses to Sections 3.3.4.1 through 3.3.4.6;
-
- Price Proposal Form (Attachment E) in response to Section 3.3.7; and
- Responsibility Inquiry (Attachment G)
- Tobacco, Alcohol, and Cannabis Certification Sheet (Section 3.3.2) (Attachment H)

3.2.2 Proposal Page Limits

Proposer's Technical Proposal Responses to Sections 3.3.4.1 through 3.3.4.6 other than Key Person Resumes is **limited to 20 pages**. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. Key Person Resumes are not subject to the 20-page limit, but Key Person Resumes are subject to the two-page limit per resume set by Section 3.3.4.6.

3.2.3 Proposal Format and Quantity

Proposer should follow the format and reference the sections listed in Section 3.3 Round 1 Proposal Requirements. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposers shall submit their Proposals, and all other submittal requirements, on 8 ½" x 11" size pages with portrait layout and a minimum 12-point font.

Proposal submission: Proposer shall submit its Proposal electronically through OregonBuys (by following the procedures outlined in [OregonBuys Vendor Formal Solicitation Response.pdf](https://www.oregon.gov/das/ORBuys/Documents/OregonBuys%20Vendor%20Formal%20Solicitation%20Response.pdf) (<https://www.oregon.gov/das/ORBuys/Documents/OregonBuys%20Vendor%20Formal%20Solicitation%20Response.pdf>)).

See also Section [4.5 PROPOSAL DELIVERY OPTION](#) for more information.

Proposer shall submit one copy of its Proposal and all other submittal requirements, with Attachment C - Proposer Information and Certification Sheet bearing the Proposer's authorized representative's Signature, in the following

format: **Adobe Acrobat (pdf)**.

If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment B). Proposer shall also mark as “Confidential” in OregonBuys all attachments to its Proposal that Proposer believes are exempt from disclosure.

The Proposer Information and Certification Sheet (Attachment C) and the Tobacco Alcohol, and Cannabis Certification Sheet (Attachment H) must each bear the Proposer’s authorized representative’s Signature.

3.2.4 Authorized Representative

Failure of Proposer’s authorized representative to sign Attachment C and Attachment H as required by Section 3.2.3 may result in rejection of the Proposal by Agency.

3.3 ROUND 1 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include a cover page, extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Proposal should be straightforward, concise and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if required information is difficult to locate.

Proposers are welcome to share visual examples of work samples within the pages submitted for their Technical Proposal. However, any such pages are subject to the 20-page limit of [Section 3.2.2 Proposal Page Limits](#), and no links to internet pages containing work samples may be submitted.

3.3.1 Disclosure Exemption Affidavit (Attachment B)

If Proposer believes its Proposal includes information that is exempt from public disclosure in accordance with ORS 192.311 through 192.478 and the Uniform Trade Secrets Act as adopted by the State of Oregon which is set forth in ORS 646.461 through 646.475, Proposer must complete and submit Attachment B Disclosure Exemption Affidavit”.

3.3.2 Proposer Information and Certification Sheet (Attachment C) and Tobacco, Alcohol, and Cannabis Certification Sheet (Attachment H).

Proposer shall complete and submit the

- Proposer Information and Certification Sheet (Attachment C),* including the attached Minimum Qualifications Statement; and
- the Tobacco, Alcohol, and Cannabis Certification Sheet (Attachment H).

***Note:** Failure to demonstrate compliance with Oregon Tax Laws by signing the Proposer Information and Certification Sheet (Attachment C) may result in a finding of non-Responsibility.

3.3.3 Reference Check Forms (Attachment D)

Proposer shall send the Reference Check Form (Attachment D) to three references. Reference forms must be completed by each of the three references, returned to the Proposer and submitted with the Proposal.

The Reference Check Forms should be completed by current or former client firms for similar projects performed within the last five years. References must be able to verify the quality of previous, related Work.

Agency may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. Agency may use references to obtain additional information, or verify any information needed. Agency may contact any reference (submitted or not) to verify Proposer's qualifications.

3.3.4 Technical Proposal

3.3.4.1 Executive Summary

Provide an overview of how Proposer will provide the communications services for Oregon's tobacco prevention and cessation social marketing campaigns **Smokefree Oregon and Vive Sin Fumar** in alignment with OHA's mission, goals and objectives as outlined in Section 2.3

3.3.4.2 Technical Expertise, Organizational and Management Capacity:

Describe Proposer's technical expertise, and organizational and management capacity to perform and prioritize the Services described in Section 2.4, including developing, testing, refining, and implementing tobacco prevention and cessation social marketing campaigns in English and in other languages with conscientious oversight and management, and without interrupting Proposer's current and anticipated commitments.

Describe Proposer's organizational experience providing communications services including developing and implementing complex social marketing campaigns across different platforms.

3.3.4.3 Project Implementation and Management Plan:

Describe Proposer's strategy and plan for performing the Services described in each section of the Scope of Work (Sections 2.4.1 through 2.4.9).

Describe Proposer's overall proposed approach to supporting OHA's goals for tobacco prevention and cessation communications as outlined in Section 2.4 Scope of Work, including a description of how the proposed approach will engage with

Priority Populations.

Provide a comprehensive management plan that the Proposer intends to follow. Illustrate how the plan will serve to coordinate and accomplish the Work.

3.3.4.4 Technical Assistance and Outreach Experience, Capacity and Strategy:

Describe Proposer's experience, ability, staffing capacity and overall strategy to provide Training and Technical Assistance in alignment with the mission, goals and objectives of HPCDP.

Explain how Proposer will prioritize outreach to communities and collaborate with communities throughout this project.

Describe Proposer's established processes for materials co-creation and transcreation, equity-focused subcontracts, and the ability to place media in cultural-specific and language-specific channels.

Describe Proposer's staffing capacity, organization structure, management practices, and accounting practices for large public-sector contracts that require accountability for public funds.

Describe Proposer's ability to align Training and Technical Assistance with the mission, goals and objectives of OHA (as outlined in Section 2.3).

Describe Proposer's project management, financial management, accounting, and internal controls used to ensure effective stewardship of public funds and compliance with contractual requirements.

Describe Proposer's processes for document and materials management, records retention, archiving, and compliance with applicable public records laws and records retention requirements. Include any policies, systems, or quality assurance practices used to support contract administration, reporting, and audit readiness.

3.3.4.5 Culturally Responsive Communications Experience:

Describe Proposer's experience in co-creating and partnering with diverse communities, and working with Bicultural Teams and Bilingual Teams, to develop, test, produce, and deliver culturally responsive communications for diverse audiences for distribution through multiple platforms.

More specifically, describe Proposer's experience creating and producing culturally responsive communications in collaboration with community groups, partners, past clients, Bicultural Teams and Bilingual Teams and communities, and other groups including but not limited to voluntary agencies, local public health authorities, Tribes, CCOs and other health systems, community-based organizations, etc.; and include information on the success of previous campaigns, specifically around key

performance indicators (KPIs) and achieving campaign goals.

Describe Proposer's ability to subcontract and compensate organizations and individuals for culturally specific services.

3.3.4.6 Key Persons and their Resumes

Describe Proposer's plan for staffing this project.

Specify Key Persons to be assigned to this project, and include a current resume (not to exceed two pages each) for each Key Person that demonstrates the person's qualifications and experience for the Work described in this RFP, including experience working with Bicultural and Bilingual Teams. Key Persons may include subcontractors, for example, external media buyers or culturally specific subcontractors.

Describe each Key Persons' availability to perform the tasks described in Section 2.4 Scope of Work and describe each Key Person's ability to attend meetings remotely or in person at the Portland State Office Building located at 800 NE Oregon Street in Portland, Oregon for the duration of each project authorized by the Contract.

Describe how Key Persons will ensure continuity of services during staff absences or turnover.

Describe Proposer's Key Persons' ability and availability to travel as required by [Section 2.4.9.7 of the Scope of Work](#) including travel to locations throughout Oregon, at OHA's discretion and as requested by OHA, to conduct photography, videography and other creative production activities; recruit and hire Oregon-based talent, and production personnel, as appropriate and when possible; and attend meetings with OHA staff, local public health authorities, community partners, contractors and other parties.

Describe how Proposer's Key Persons will ensure continuity of services during staff absences or turnover.

3.3.5 Price Proposal (Attachment E)

Submit a detailed Price Proposal (Attachment E) electronically through OregonBuys for the period of **December 1, 2026 through June 30, 2027** which shall not exceed **\$1,500, 000**.

For each of the Services described in Section 2.4 Scope of Work, the Price Proposal must include identifiable costs, time estimates and fully loaded hourly rates for each Key Person for completing each activity, and a summary of all proposed costs.

For all fully loaded personnel costs, the Price Proposal must include the name and title of all positions for each individual Key Person who will perform the work and list the salary/wage and fringe rate separately for each such individual.

OHA does not plan to pay any markups or commissions for media buys and Proposers should not include any such markups or commissions in their Price Proposals.

3.3.6 Prior Contract Performance Information

For each contract for services with a governmental agency similar to those described in Section 2.4 within the last 5 years, provide the following information:

- 1) Name and contact information for the agency that was party to the Contract.
- 2) Original term of the contract and actual duration of the contract.
- 3) Maximum not-to-exceed compensation of the contract.
- 4) Did Proposer stay within the approved timeline of the contract?
- 5) Did Proposer stay within the approved budget for the contract?
- 6) Was the contract terminated for any reason? If so, what was the reason for the termination?

Note: OHA reserves the option to contact each agency identified in response to this requirement to verify the Proposer's responses to the items above and to request supporting documentation.

SECTION 4: ROUND 1 SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the State of Oregon's electronic procurement system OregonBuys at <https://oregonbuys.gov/>. Documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Amendment(s) published in OregonBuys. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Amendment(s) have been issued. Amendment(s) are incorporated into the RFP by this reference.

4.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will not be held for this RFP.

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email to john.f.gardner@odhsoha.oregon.gov;
- Reference RFP 6300;
- Identify Proposer's name and contact information;
- Refer to the specific part of the RFP the question(s) relate to (i.e. page, section and paragraph number or Attachment); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Section 1.2 Schedule.

4.4 SOLICITATION PROTESTS

4.4.1 Protests to RFP

Prospective Proposer may submit a Written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the proposed Sample Contract. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Amendment(s) as provided below and Proposer may take exception to the terms and conditions of the Sample Contract marked as negotiable as set forth in [Section 5.4 Contract Negotiations](#).

4.4.2 Protests to Amendment(s)

Prospective Proposer may submit a Written protest of anything contained in an Amendment. Protests to an Amendment, if issued, must be submitted by 5:00 p.m. Pacific Time on the second Business Day following the issuance of the Amendment or the date/time specified in the Amendment, or they will not be considered. Protests of matters not added or modified by the Amendment will not be considered.

4.4.3 Requirements for Protests

All protests must:

- Be delivered to the SPC via email to john.f.gardner@odhsoha.oregon.gov;
- Reference the OregonBuys bid number;
- Identify prospective Proposer's name and contact information;
- Be sent by an authorized representative;
- State the reason for the protest, including:
 - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is based; and
- State the proposed changes to the RFP provisions or other relief sought.

Protests to the RFP must be received by the due date and time identified in the Schedule.

Protests to an Amendment must be received by the due date identified in the Amendment.

4.5 PROPOSAL DELIVERY OPTION

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Opening. Agency is not responsible for any errors or delays in Proposal submission, transmission, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected.

Important Tip: OHA strongly encourages Proposers to submit their Proposals early, well before the Proposal Due date, in order to allow Proposers sufficient time to resolve any technical issues that may arise before Proposals are due.

The following delivery option is permitted for this RFP:

Delivery through OregonBuys (Detailed instructions on how to submit a Proposal can be found at OregonBuys Vendor Formal Solicitation Response.pdf)

Note re: OregonBuys Support: for any questions about using OregonBuys, Proposers should contact OregonBuys Supplier Support by phone call to **1-855-800-5046** or by email to support.oregonbuys@das.oregon.gov.

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal, the Proposer must submit its modification in one of the authorized methods listed in Section 4.5 (Proposal Delivery Options). To be effective, the modification must include the OregonBuys bid number and be submitted to the SPC prior to Opening.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to the Opening in accordance with OAR 137-047-0440. To be effective the notice must include the OregonBuys bid number.

4.7 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Opening. All Proposal modifications or withdrawals must also be received prior to Opening.

A Proposal received after Opening is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.8 PUBLIC OPENING

A public Opening will be held on the date and time listed in the Schedule set forth in Section 1.3 by posting an Amendment to OregonBuys Bid Number S-44300-00015366. Only the name of the Proposer(s) will be provided, no other information will be made available in the Amendment. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued pursuant to OAR 137-047-0630.

4.9 PROPOSAL REJECTION

Agency may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer has liquidated and delinquent debt owed to the State or any department or agency of the State.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with State representatives such as State

employees or officials other than the SPC or persons authorized by the SPC, or inappropriate contact with the SPC.

- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Amendment(s).

4.10 ROUND 1 EVALUATION PROCESS

4.10.1 Responsiveness and Responsibility Determination

4.10.1.1 Responsiveness determination

A Proposal received prior to Opening will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Section 3.1 (Minimum Qualifications) and Section 3.2 (Minimum Submission Requirements). If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected; however, Agency may waive mistakes in accordance with OAR 137-047-0470.

4.10.1.2 Responsibility Determination

Agency will determine if an apparent successful Proposer is Responsible prior to award and execution of the Contract. Proposers shall submit a signed Responsibility Inquiry form (Attachment G) with Proposal.

At any time prior to award, Agency may reject a Proposer found to be not Responsible.

4.10.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change, and Agency may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this Section 4.10.2 up to the maximum points available as specified in Section 4.11 (Round 1 Point and Score Calculations). SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request may only clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

4.10.2.1 Evaluation Item 1: Executive Summary (Maximum Score: 5 Points)

- How well does the Proposer demonstrate how Proposer will provide communications services for Oregon's tobacco prevention and cessation social marketing campaigns Smokefree Oregon, and Vive Sin Fumar?
- How well does Proposer's Executive Summary align with accomplishing the mission, goals and objectives of HPCDP and OHA as outlined in Section 2.3?

4.10.2.2 Evaluation Item 2: Technical Expertise, Organizational and Management Capacity (Maximum Score: 15 Points)

- How well does the Proposer demonstrate Proposer's technical expertise, organizational and management capacity to perform and prioritize the Services described in Section 2.4 with conscientious oversight and management and without interrupting Proposer's other current or anticipated commitments?
- How well does the Proposer demonstrate Proposer's organizational experience providing communications services including developing, testing, refining, and implementing tobacco prevention and cessation social marketing campaigns in English and in other languages?
- How well does the Proposer demonstrate Proposer's organizational experience providing communications services for complex public health campaigns across different platforms?

4.10.2.3 Evaluation Item 3: Project Implementation and Management Plan (Maximum Score: 30 Points)

- How well does the Proposer demonstrate a feasible and effective strategy, plan and approach for accomplishing Work described in each section of the Scope of Work (Sections 2.4.1 through 2.4.9)?
- How well does the Proposer demonstrate Proposer's overall proposed approach to supporting OHA's goals for tobacco prevention and cessation communications as outlined in Section 2.4 Scope of Work, including a description of how the proposed approach will engage with Priority Populations.

4.10.2.4 Evaluation Item 4: Technical Assistance and Outreach Experience, Capacity and Strategy (Maximum Score: 10 Points)

How well does the Proposer's Proposal:

- Demonstrate Proposer's experience, ability, staffing capacity and overall strategy to provide Training and Technical Assistance in alignment with the mission, goals and objectives of HPCDP.
- Explain how Proposer will prioritize outreach, build relationships and collaborate with communities throughout this project.
- Describe Proposer's established processes for co-creation, translation, transcreation, equity-focused subcontracts, and ability to place media in cultural-specific and language-specific channels.
- Describe Proposer's staffing capacity, organizational structure for administering large public-sector contracts that require accountability for public funds.
- Describe Proposer's ability to align Training and Technical Assistance with the mission,

goals and objectives of OHA (as outlined in Section 2.3).

- Describe Proposer's project management, financial management, accounting, and internal controls used to ensure effective stewardship of public funds and compliance with contractual requirements.
- Describe Proposer's processes for document and materials management, records retention, archiving, and compliance with applicable public records laws and records retention requirements. Include any policies, systems, or quality assurance practices used to support contract administration, reporting, and audit readiness.

4.10.2.5 Evaluation Item 5: Culturally Responsive Communications Experience (Maximum Score: 10 Points)

- Proposer demonstrates Proposer's experience co-creating, transcreating, partnering with diverse communities, and working with Bicultural and Bilingual Teams, to develop, test, produce, and deliver culturally responsive communications across multiple platforms.
- Proposer demonstrates the ability to subcontract and compensate organizations and individuals for culturally specific services.

4.10.2.6 Evaluation Item 6: Key Persons Qualifications, Experience, and Availability (Maximum Score: 10 Points)

- Is the Proposer's plan for staffing this project sufficient and appropriate for the project as described in Section 2.4 Scope of Work?
- Do the Proposer's Key Persons have sufficient and appropriate knowledge, skills and experience to conduct the work proposed by the Proposer, as verified by the Key Person resumes?
- Are the Proposer's list of proposed Key Persons and their qualifications, including experience working with Bicultural and Bilingual Teams, for the campaign sufficient and appropriate?
- How well does the Proposer demonstrate Proposer's Key Persons' availability and ability to attend meetings remotely or in person at the Portland State Office Building?
- How well does Proposer demonstrate how Key Persons will ensure continuity of services during staff absences or turnover?

4.10.2.7 Evaluation Item 7: Prior Contract Performance (Maximum Score: 10 Points):

- How well does the information provided by Proposer in response to Section 3.3.7 Prior Contract Performance, and any additional information obtained by OHA to validate Proposer's responses to that section, validate Proposer's ability to complete the Work while staying within the approved budget and timeline for the Contract?

4.10.3 Evaluation Item 8: Price Evaluation (Attachment E) (Maximum Score: 10 Points)

- How well does the Proposer's Price Proposal address the required cost items and elements?
- Can line-item costs and their relationship to the Work be determined?
- Is the Proposer' cost effective and within the expected scope of the project budget of \$1,500, 000 for the period December 1, 2026, through June 30, 2027?
- How well does the Proposer describe its ability to scale up or down depending on HPCDP's legislatively approved budget?
- Does the Proposer demonstrate a reasonable and transparent pricing structure that reflects efficient use of public funds, specifically good stewardship and responsibility?

4.10.4 PREFERENCES

4.10.4.1 Tiebreakers

If Agency receives Proposals identical in price, fitness, availability and quality and chooses to award a Contract, Agency shall award the Contract in accordance with the procedures outlined in OAR 137-046-0300.

4.11 ROUND 1 POINT AND SCORE CALCULATIONS

Scores are the values assigned by each Evaluation Committee member.
Points are the total possible for each section as listed in the table below.

ROUND 1 TOTAL POINTS POSSIBLE		100
4.10.2.1	Evaluation Item 1: Executive Summary	5
4.10.2.2	Evaluation item 2: Technical Proposal and Business Operations	15
4.10.2.3	Evaluation Item 3: Project Implementation Plan	30
4.10.2.4	Evaluation Item 4: Technical Assistance Experience and Strategy	10
4.10.2.5	Evaluation Item 5: Culturally Responsive Communications Experience	10
4.10.2.6	Evaluation Item 6: Key Persons Qualifications, Experience, and Availability	10
4.10.3	Evaluation Item 7: Price Evaluation	10
4.10.4	Evaluation Item 8: Prior Contract Performance	10

4.12 ROUND 1 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members). The SPC will combine the average score for each Proposal with Proposer's price score and reference score.

After any applicable preference has been applied, the SPC will determine the rank of each Proposal, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

Agency may, in Agency's sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, Agency will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

NEXT STEP DETERMINATION

At the conclusion of a round of competition, Agency may choose to conduct additional round(s) of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

4.12.1 Competitive Range Determination

If Agency, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at Agency's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. Agency will post a notice in OregonBuys of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

4.13 ADDITIONAL ROUNDS

Interviews and Presentations

If Agency conducts two rounds of competition, Proposers progressing to Round 2 will be invited to participate in Proposer interviews and presentations. Presentations or additional Interviews may be in person at a location determined by Agency; however, Agency may elect to conduct interviews via teleconference. If Agency elects to conduct two rounds of competition, further details will be included with Notice of Competitive Range.

4.14 SCORING AND RANKING OF PROPOSERS FOR SUBSEQUENT ROUNDS

If Agency conducts two or more rounds of competition, the SPC will determine the cumulative score for Proposers advancing through all rounds of competition by adding the scores from each completed round. The Proposer with the highest cumulative score will receive the highest final ranking.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

Agency, if it awards a Contract, will award a Contract to the highest-ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. Agency may award less than the full Scope of Work described in this RFP.

5.1.2 Intent to Award Notice

Agency will notify all Proposers in Writing that Agency intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.2 INTENT TO AWARD PROTEST

5.2.1 Protest Submission

An Affected Proposer shall have 7 calendar days from the date of the Intent to Award notice to file a Written protest.

A Proposer is an Affected Proposer only if the Proposer would be eligible for Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.
- Agency has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- Agency abused its discretion in rejecting the protestor's Proposal as non-Responsive.
- Agency's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If Agency receives only one Proposal, Agency may dispense with the evaluation process and Intent to Award protest period and proceed with Contract Negotiations and award.

5.2.1.1 Protest Requirements

Protests must:

- Be delivered to the SPC via email;
- Reference the OregonBuys bid number;

- Identify Proposer's name and contact information;
- Be signed by an authorized representative of Proposer;
- Specify the grounds for the protest; and
- Be received within 7 calendar days of the Intent to Award notice.

5.2.2 Response to Protest

Agency will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by Agency.

5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

The Proposer who is selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

5.3.1 Insurance

Prior to award, Proposer shall secure and demonstrate to Agency proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Exhibit C of Attachment A.

5.3.2 Taxpayer Identification Number

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by Agency or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.3.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.3.4 Pay Equity Certification

If selected for award and the Contract value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to Agency a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Contract.

5.3.5 Nondiscrimination in Employment

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by its Signature on Attachment C - Proposer Information and Certification Sheet, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice that the policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.3.6 Other Required Information

Proposer will attest to having no financial, professional, or pro bono connection or relationship with the alcohol industry, cannabis industry, or the tobacco industry.

5.4 CONTRACT NEGOTIATION

5.4.1 Negotiation

After selection of a successful Proposer, Agency may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment A), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Contract and note exceptions.

Proposer must submit those exceptions to Agency during the Questions / Requests for Clarification period set forth in Section 1.2. If Agency agrees to make any requested changes to the Sample Contract, Agency will issue an Amendment to notify Proposers of such changes. Unless Agency issues an Amendment modifying any of the terms and conditions, Agency intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (Attachment A).

Following the selection of the apparent successful Proposer, Agency may agree to negotiate changes to the negotiable provisions of the Sample Contract listed below. However, Agency is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State.

Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

Agency is willing to negotiate all items, except those listed below:

- Choice of law;
- Choice of venue;
- Constitutional requirements; and
- Requirements of applicable federal and State law.

In the event that the parties have not reached mutually agreeable terms within 20 calendar days, Agency, at its discretion, may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1 COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

The State of Oregon is committed to taking active steps toward increasing and promoting diversity, equity, and inclusion values across procurement processes for minority, women, emerging small, and service-disabled veteran owned businesses by reducing barriers to compete for and be awarded state contracts. All interested businesses are encouraged to submit proposals for this contracting opportunity.

6.2 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, Agency encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owned business or an emerging small business. Agency also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

If the Contract has potential subcontracting opportunities, the successful Proposer may be required to submit a completed Certified Disadvantaged Business Outreach Plan (Attachment F) prior to execution.

6.3 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section 6.2 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

6.4 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public records and are subject to public inspection after Agency issues the Notice of Intent to Award. Application of the Oregon Public Records Law will determine whether any information is exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of Agency. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through

192.478). Proposals, including supporting materials, will not be returned to Proposer, except in the case of Proposals that were submitted late and rejected by Agency.

6.5 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

Pursuant to ORS 279B.100, Agency may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the State or Agency, as determined by Agency. Neither the State nor any State agency is liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP or a Contract award, or the rejection of any Proposal.

6.6 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all costs incurred in connection with its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, and costs associated with protests.

6.7 STATEWIDE E-WASTE/RECOVERY PROCEDURE

If applicable, Proposer shall include information in its Proposal that demonstrates compliance with the Statewide E-Waste/Recovery Procedure #107-011-050_PR. Visit the DAS website www.oregon.gov/das and use the search bar feature to locate the procedure.

6.8 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work described in this RFP and the subsequent Contract. (ORS 279B.025)

6.9 PRINTING, BINDING, AND STATIONERY WORK

Except as provided in ORS 282.210(2), all printing, binding and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers, for the State or any county, city, town, port district, school district, or other political subdivision, must be performed within the State.

6.10 CHECKLIST DISCLAIMER

Any checklists that may be contained in this RFP are provided only as a courtesy to prospective Proposer. Agency makes no representation as to the completeness or accuracy of any Checklist. Prospective Proposer is solely responsible for reviewing and understanding the RFP and complying with all the requirements of this RFP, whether listed in a checklist or not. Neither the State nor Agency is liable for any claims, or subject to any defenses, asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of this RFP.