



April 23, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval to respond to a Request for Proposals from Travel Oregon for the Regional Cooperative Tourism Program and Oregon Wine Country License Plate Tourism Promotion Program. Anticipated contract value is \$3,200,000 over 8 years. Funding is through State Transient Lodging Tax revenues. No County General Funds are involved.

Previous Board Action/Review	The BCC approved the FY23/24 contract to provide this service.		
Performance Clackamas	This contract supports a vibrant economy through effective promotion of Clackamas County as a visitor destination		
Counsel Review	n/a	Procurement Review	n/a
Contact Person	Samara Phelps	Contact Person	971-334-9479

BACKGROUND:

Clackamas County has served as the Regional Destination Management Organization (RDMO) for Travel Oregon’s Regional Cooperative Tourism Program (RCTP) in the Mt. Hood/Gorge Region since 2004. This region includes the mountain communities of Clackamas County as well as Hood River County and portions of Wasco and east Multnomah County. State transient lodging tax (TLT) funds pay for this program. Travel Oregon distributes funds to the seven tourism regions based on state TLT collections in each region.

Travel Oregon is seeking proposals to determine suitable contractors for the Regional Cooperative Tourism Program (RCTP) and the Oregon Wine Country License Plate Tourism Promotion Program (OWCLPTPP). The expected deliverable is the successful execution of tourism plans aligned with prioritized strategies in Travel Oregon's 10-year strategic plan. Selected contractors for these programs will be appointed for a term of service of up to 8 years. Contracts will be issued annually. The current annual contract is \$400,000.

Continuing to serve as the RDMO for the Mt. Hood/Gorge region provides stability and efficiency in programing these funds effectively for the tourism partners and businesses throughout the region. Acting as RDMO strengthens important relationships with the industry statewide increasing opportunities to advocate for stakeholders and influence programs. Clackamas County’s leadership and management of these funds ensures the benefit from the state TLT collected here benefits local communities.

RECOMMENDATION: Staff recommends Board approve Tourism responding to this Request for Proposals (RFP).

Respectfully submitted,

Samara Phelps

Samara Phelps
Director of Tourism



In compliance with the Americans with Disabilities Act, this document will be made available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format, call the State of Oregon, Oregon Tourism Commission. Contracts at (971) 717-6205.

**Oregon Tourism Commission
Dba Travel Oregon
Request for Proposal**

**Regional Cooperative Tourism Program and Oregon Wine Country
License Plate Tourism Promotion Program**

Issuance Date: 3 /28/2024

Proposals Accepted: Electronically to RFP@TravelOregon.com
Proposals will be accepted on an ongoing basis until 5PM, PST
4/30/2024

Issuing Office: Travel Oregon
Destination Stewardship
319 SW Washington, Suite 700
Portland, Oregon 97204

Contact: Amber Black
Contracts & Procurement Manager
E-mail: procurement@traveloregon.com



Request for Proposal (RFP) for
Regional Cooperative Tourism Program and Oregon Wine Country License Plate Tourism
Promotion Program
RFP #RCTP-WCLP 2024

- SECTION I:** **General Information, Proposal Process**
- SECTION II:** **Requirements for Regional Cooperative Tourism Program and Oregon**
 Wine **Country License Plate Tourism Promotion Program**
- SECTION III:** **Proposal Qualifications, Work Samples & Services**
- SECTION IIII:** **Proposal Forms & Exhibits**

The applicant is responsible for understanding all information contained in this RFP. Read all the information carefully before submitting your proposal. If you have any questions about the RFP or process, please feel free to contact Travel Oregon. Incomplete proposals will not be processed. You will not be notified if your proposal is incomplete. Travel Oregon may or may not contract for work with any firm or firms that submit proposal materials and reserves the right to end this process or modify the anticipated work at its sole discretion.

Direct Questions, in writing only, to Contracts & Procurement Manager:
Amber Black
Email: RFP@traveloregon.com

SECTION I: GENERAL INFORMATION AND APPLICATION PROCESS

About Travel Oregon

The Oregon Tourism Commission, dba Travel Oregon, works to enhance visitors' experiences by providing information, resources and trip planning tools that inspire travel and consistently convey the exceptional quality of Oregon. The commission aims to improve Oregonians' quality of life by strengthening the economic impacts of the state's \$11.8 billion tourism industry that employs more than 112,000 Oregonians. Visit [Industry.TravelOregon.com](https://www.Industry.TravelOregon.com) to learn more.

About Regional Cooperative Tourism Program (RCTP) and Oregon Wine Country License Plate Tourism Promotion Program (OWCLPTPP):

Purpose

The purpose of this Request for Proposal (RFP) is to find and retain qualified contractors to serve as Regional Destination management Organizations (RDMOs) for the Regional Cooperative Tourism Program (RCTP) and recipients of the Oregon Wine Country License Plate Tourism Promotion Program (OWCLPTPP). Selected contractors will comply by the statutorily mandated components of the [RCTP](#) and [OWLCLPTPP](#) and the work requirements and expectations illustrated in each program's respective guidelines document. Selected contractors for these respective programs will be appointed for a term of service of up to 8 years by the Oregon Tourism Commission. Contract recipients will be expected to develop and execute strategic tourism plans that meet respective programmatic guidelines. OTC seeks qualified proposals demonstrating the ability to abide by Oregon State statute and programmatic guidelines and demonstrating the desire to leverage Travel Oregon's 10-year strategic vision via collaborative programming and collaborative budgeting with Travel Oregon. The overarching goal of these RFP processes is to determine suitable contractors to execute broad regional tourism strategies that highlight and leverage Travel Oregon's 10-year strategic plan.

**You are invited to apply for multiple regions for RCTP and OWCLPTPP.
Please specify which RCTP and OWCLPTPP regions you are applying for in your cover letter.**

Deliverables

The ultimate deliverable of process is the execution of tourism plans that leverage Travel Oregon's 10-year strategic plan and vision. Successful execution of tourism plans will be quantified by the amount of overall leveraged spending by RDMOs and Wine Country License Plate Tourism Promotion Program recipients on tactics and programs that directly align with prioritized strategies in Travel Oregon's 10-year strategic plan.

Regional Cooperative Tourism Program (RCTP) and Oregon Wine Country License Plate Tourism Promotion Program (OWCLPTPP) Budgets for Plan Development

Regional Cooperative Tourism Program (RCTP)

Include a proposed fiscal year budget not to exceed the value of the region your entity is applying for FY 2024-2025. Budget should include all anticipated fees and expenses and provide a breakdown of key projects (including collaborative regional investments), initiatives and staffing requirements. Applicant is required to fill out the Tactics Tab of the supplied budget template document including Tactic Category, Tactic Name, FY1 Budget, Brief Tactic Description, Vendors and Contractors, and Optional Notes columns. If an applicant is submitting proposals for RCTP and OWCLPTPP, one combined budget document with both RCTP and OWCLPTPP funds may be utilized. Please indicate where OWCLPTPP funds will be applied on the RCTP budget form.

Region	CY 2023 - for distribution June/July 2024
Oregon Coast	\$2,102,840.00
Willamette Valley	\$1,057,430.00
Portland Region	\$2,057,210.00
Southern Oregon	\$603,190.00
Central Oregon	\$1,055,200.00
Mt. Hood & The Gorge	\$400,000.00
Eastern Oregon	\$400,000.00

Oregon Wine Country License Plate Tourism Promotion Program (OWCLPTPP Budgets for Plan Development Budget

Include a proposed fiscal year budget not to exceed the value of the region your entity is applying for FY 2024-2025. Budget should include all anticipated fees and expenses and provide a breakdown of key projects, initiatives, and staffing requirements. Applicant is required to fill out the Tactics Tab of the supplied budget template document including Tactic Category, Tactic Name, FY1 Budget, Brief Tactic Description, Vendors and Contractors, and Optional Notes columns.

Region	OWCLPTPP CY 2023 Funds
Region: 1: Mid-Willamette: Marion, Polk, Yamhill	\$113,965.00
Region: 2: Willamette Valley: Benton, Linn, Lane and Clackamas	\$32,460.00
Region 3: Southern Oregon: Klamath, Lake, Jackson, Josephine, Douglas	\$52,566.00
Region: 4: Eastern Oregon: Sherman, Gilliam, Wheeler, Morrow, Union, Umatilla, Wallowa, Grant, Baker, Harney, Malheur, Wasco	\$11,746.00
Region 5: Portland Metro: Washington, Columbia, Multnomah	\$17,721.00
Region 6: Mt Hood/Columbia River Gorge: Hood River	\$3,153.00
Region 7: Central Oregon: Jefferson, Deschutes, Crook	\$1,471.00
Region 8 : Oregon Coast: Clatsop, Tillamook, Lincoln, Coos, Curry	\$444.00

Qualifications

- **Statement of Qualifications:** The proposal should summarize the contractor's range of relevant expertise and capabilities in destination management, destination marketing, and other pertinent fields. Within the Statement of Qualifications please provide a description of the nature of the organization's services and activities (company background, location, relevant experience, travel industry experience, etc.). List the location(s) of the office(s) from which the primary work on this contract would be performed.
- **Contract Manager/Team:** Please include bios of team members that may play a role in the execution of the work, and any other relevant information that you would like us to consider in evaluating your response to this RFP. Identify one individual on the proposer's team who will manage the contract work. Identify the role of each member who will service the account and the estimated percentage of time each will spend on the project.
- **Conflict of Interest:** Proposal should identify any client relationships that could potentially be considered a conflict of interest.

Application Format

OTC preference is electronic receipt of materials in PDF format; however, hard-copy materials may be submitted in lieu of electronic PDF application materials. Applicants must only submit materials in either electronic or hard-copy form, not both. IT IS INCUMBENT ON THE APPLICANT TO ENSURE ALL REQUIRED PROPOSAL MATERIALS ARE SUBMITTED.

All applicant materials submitted in hard-copy form must be typewritten, printed or clearly hand-written. If providing materials in hard-copy form, Applicant must provide two copies of all materials submitted. Please keep a copy of your application materials for your records.

Please note that Oregon Tourism Commission, dba Travel Oregon is an agency of the State of Oregon and any materials or inquiry made relative to this RFP will be treated as unclassified and subject to federal Freedom of Information Act and Oregon public record laws. See *Confidentiality* below. Please limit the response document to no more than 30 pages in length.

Submit electronic application materials to RFP@traveloregon.com subject line: (RFP: RCTP Region Name and OWCLPTPP Region #)

Incomplete Applications Materials

The applicant is responsible for all information requested and contained in this application. Please read all information and instructions carefully before submitting your materials. Incomplete proposals will be delayed and may be disqualified. Applicants will not be notified if submitted materials are incomplete.

General Information

The guidelines and specifications contained in this RFP will be considered a part of any contract awarded for the RCTP and OWCLPTPP. Read the entire RFP carefully and thoroughly.

All applicants requesting to contract for the RCTP and OWCLPTPP will be required to complete a proposal and submit materials. Proposals including all Addenda and attachments are available through OTC website, or by contacting the OTC, see the contact information listed on page 2.

Agency shall publish any questions and responses as well as advertise all Addenda on Travel Oregon website at <https://industry.traveloregon.com/about/rfps/>. Applicant is solely responsible for checking Travel Oregon website to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

Once completed Proposal materials are received, OTC will process proposal materials, determine if any applicants are qualified to provide services, and, if the applicant is selected, execute an effective contract. The turnaround timeframe is subject to change based on workload and solely at the discretion of OTC.

Each successful applicant awarded a contract under this RFP will be required to enter into a new agreement or amendment to an existing agreement approximately every two (2) years and will be subject to re-evaluation. Submission of a proposal, materials or prior contracting for the (RCTP and OWCLPTPP) does not guarantee that an applicant will receive a contract.

Proposal Process

Applicants must successfully meet all requirements of the RFP to contract with the Agency. The Applicant is responsible for all information contained in this proposal and materials submitted. Please read all information and instructions carefully before submitting your proposal. Incomplete proposals will be delayed and may be disqualified. Materials submitted by the applicant will not be returned to the applicant.

The Agency reserves the right to award a contract based solely upon information submitted. The Agency may also choose to request additional information or to conduct interviews to provide clarification or answer questions the Agency may have in conjunction with the written responses to this request.

At any point, the Agency may decide that an Applicant's response to any one or more of the proposal questions in **Form B** of this RFP or as provided in materials submitted by applicant is sufficiently inadequate, so-as-to, disqualify the Applicant from providing services. The Agency may withdraw, re-open, or otherwise amend the RFP at any time, and reject any or all proposals and materials, in whole or in part, when the Agency determines that it is in its best interest to do so.

An evaluation committee that consists of Agency staff and members of the Oregon Tourism Commission will review each proposal and submitted materials and determine if the applicant is qualified to perform the desired services. Agency reserves the right to consider as part of the evaluation verification of references, feedback from the Advisory Committee, earlier performance and financial stability as these areas relate to the performance of duties under any contract resulting from this proposal.

Upon award of a contract, the Contractor will be placed on a list of approved contractors for the RCTP and OWCLPTPP services. An awarded contract does not automatically authorize services or guarantee referrals.

All services must be provided in accordance with the specifications and requirements of an awarded contract between the Contractor and the Agency. A copy of the specifications and

requirements may be obtained by contacting the issuing office identified above. Applicant must agree to abide by the guidelines set forth in an awarded contract and these RFP materials.

The Agency may request services to be performed by an awarded Contractor with issuance of a written Notice-to-Proceed or similar work authorization document.

The Agency cannot predict a long-term need for these services and does not guarantee any particular volume of business will be offered to any applicant who qualifies to provide services, nor is there any guarantee that the Agency will continue to use the services of any applicant who is issued a contract.

Agency reserves the right to enter into a new contract or amend any contract resulting from this application one or more times for changes in terms, conditions, time, money, services, or any combination of the foregoing. The Agency will have no obligation to amend and extend the contract and will incur no liability for electing not to exercise its option.

Review Process

The proposals received in accordance with the RFP directions will be reviewed and ranked by the review team for their consideration and designation. In particular, the review team intends to consider the following when awarding the project for this RFP:

- Proposal contains sufficient information to complete all of the requirements identified in the RFP.
- Proposal demonstrates the ability, capacity, and skill of the Proposer to complete and operate the Project.
- Proposal demonstrates feasible timeline for project completion.
- Proposal compares favorably with others submitted on cost per level of services.
- Proposal demonstrates creative/innovative thinking in project design intended to reduce construction and operating costs, while serving the needs of the RFP.
- Proposal follows recommendations from a related literature review compiled by Travel Oregon

Tentative Timeframe

The deadline for proposals is 5PM, PST (04/30/2024). Applicants will be notified within six (6) weeks of proposal due date as it pertains to next-steps in this process. This tentative schedule may be altered at any time at the discretion of Travel Oregon. Travel Oregon reserves the right to reject any and all proposals, or any part thereof, and accept the proposal that best meets the needs of Travel Oregon. All submitted documentation and completed work become the property of Travel Oregon.

RFP Publish Date	Thursday, March 28, 2024
Proposals Due	April 30, 2024
Proposal Due	April 30, 2024
Proposal Reviews & Scoring	May 1, 2024 - May 10, 2024
Finalist Interviews	Week: May 20, 2024
Notice of Intent to Award Contract	June 4, 2024

Services and Rates

Contracted services require authorization through a written, executed contract that specifies types, amounts and durations of services to be provided prior to work commencing. Agency will not reimburse for services outside the scope of the contract or for work completed without prior Agency authorization.

The Agency will pay a Contractor for any services listed in the resulting contract at approved-upon rates. Agency reserves the right to negotiate rates and consideration with an applicant prior to an awarded contract. If the Agency and applicant cannot agree upon consideration, a contract will not be issued to the applicant.

Fully Executed Agreement

Work under an awarded contract CANNOT begin until Agency has a fully executed contract. Any successful contractor shall complete only the specific services identified and authorized in writing (e-mail acceptable) by Agency's Contract Administrator or designee. The contract Statement of work (or the "WORK") will outline approved details such as location and services to be performed.

Under no circumstances should services be rendered without written authorization and a contract which details the services which are being authorized.

Agency will not compensate a Contractor for any services provided by the Contractor in excess of \$10,000 prior to a contract being fully executed. In addition, Contractors will not be paid for services which exceed the amount of approved services.

Other Contract Responsibilities

All Contractors will be expected to participate in Agency's business meetings pertaining to a contract as requested. This is considered business best practice. Business meetings may include participation in conference calls, videoconference, Quality Assurance Surveys and monitoring activities that the Agency may require.

Insurance Requirements

Prior to execution of any contract, a Contractor must provide proof of current insurance coverage for an awarded contract as required by OTC. A Contractor must maintain the required insurance coverage throughout the duration of an awarded contract. The standard insurance requirements are indicated in Exhibit B of Contract. Insurance requirements may be negotiated based on the risk level of an awarded contract. Contractor shall provide copies of insurance certificate(s) as part of this application.

Confidentiality

Travel Oregon is a semi-independent agency of the State of Oregon. It is understood that proposals may contain confidential information relating to a previous client strategies, goals and results. Any materials submitted to Travel Oregon, including proposals, documents, correspondence or other materials, may be subject to Oregon Public Records Law. Proposals and accompanying materials submitted will also be reviewed by the cross-jurisdictional Advisory Committee. Travel Oregon cannot guarantee confidentiality of any materials received. Whether documents or any portion of a document submitted as part of a proposal may be exempt from disclosure may depend upon official or judicial determinations made pursuant to the Public Records Law. As a result, proposers are advised to consult with legal counsel regarding disclosure issues. If there are any elements of application materials that the applicant or respondent believes are exempt from Oregon public records law, applicant must identify those materials or elements of application they believe to be exempt and provide a brief explanation. Please be advised that applicant identification of materials, in whole or in part, as exempt from Oregon public records law does not ensure materials will be treated as exempt or supersede official or judicial determination.

Other Considerations

Material Rights/Ownership: Materials developed and produced by contractors pursuant to the RCTP and OWCLPTPP identified here or as a result of contracting with OTC is directly owned by OTC. Materials may not be repurposed or republished by Contractor, their employees or sub-contractors in whole or in part without expressed written consent from OTC.

Acceptance/Rejection of Proposals: OTC reserves the right, at its sole discretion, to reject any application proposals or materials received that do not meet the stated criteria or include the required elements identified in this document to the satisfaction of OTC.

RFP Questions/Clarifications: Questions regarding the RFP process must be emailed to RFP@TravelOregon.com.

All posed questions and OTC responses will be published to <https://industry.traveloregon.com/about/rfps/>.

Cost for Preparation of Proposals: OTC is not responsible under any circumstances for any costs incurred as the result of the preparation or submission of the respondent's proposals.

Equal Opportunity: OTC encourages minority and women-owned businesses to submit proposals in response to this RFP. Oregon companies and entities are strongly preferred.

SECTION II: REQUIREMENTS FOR THE RCTP AND OWCLPTPP PROPOSAL MATERIALS

Applicant Materials Submittal Requirements

An applicant will not receive a contract award under this RFP unless the Advisory Committee and the Agency determine that the applicant meets the requirements described in Section I of this RFP and demonstrates to the Advisory Committee and the Agency's satisfaction that the applicant can perform the proposed services. Applicant's ability to perform the proposed services to the satisfaction of the Advisory Committee and the Agency will be assessed based on the responses provided by the applicant as identified in Section III of this RFP.

All materials must be received no later than 5PM PST, 04/30/24 to be considered. All proposals and accompanying materials must be submitted in electronic form via email, hand-delivered or via delivery by USPS or commercial carrier. Time of receipt will be determined by Travel Oregon and will be finalized when material is received by Travel Oregon.

If Submitting application materials electronically, applicants must submit one electronic copy to: RFP@TravelOregon.com Attn: Amber Black

SECTION III: PROPOSAL QUALIFICATIONS, WORK SAMPLES & SERVICES

REQUIRED MATERIALS FOR PERSONS APPLYING FOR THE RCTP AND OWCLPTPP

In order to be considered, submissions must be complete and include the following:

1. Cover letter (not to exceed two pages): A dated cover letter describing the relevant training, education, and experience you have including background, clients, experience and specific areas of expertise in relation to the scope of work outlined. The letter must be signed by an official who has authority to enter into a service agreement on behalf of the applicant.
2. Strategy (not to exceed three pages): Based on project objectives, describe the strategy you would propose to support the scope outlined above and how you would measure success.
3. Key personnel (not to exceed one page per biography): Provide a professional biography or summary for the personnel who will be working with Travel Oregon, including proposed subcontractors. Discuss their roles in relation to the work areas.
5. Links to portfolio/ comparable work (not to exceed one page): Share links or provide work samples to comparable digital assets produced by key personnel and describe their role in developing assets.
6. References: Using Form D, Provide, a list of at least three business references for which the firm has provided similar services. Include a contact name, organization's name, email, web address, phone number and relationship for each reference.

SECTION III: PROPOSAL FORMS AND EXHIBITS

FORM A
STATE OF OREGON
OREGON TOURISM COMMISSION
RCTP AND OWCLPTPP PROPOSAL
COVER SHEET

The State of Oregon, acting by and through its Oregon Tourism Commission (OTC), referred to herein as the Agency, issues this Proposal for RCTP and OWCLPTPP.

Refer to the respective question number on all additional pages used for your application. When possible, use the application format. Check your application carefully to make sure you have submitted all required information and materials. Incomplete applications may be disqualified.

1. Applicant's Name (if applying as a business, use registered business name):

2. Primary Contact Person: _____ Title: _____

3. Business Address:

City, State, Zip: _____

4. Mailing Address (if different than above):

City, State, Zip: _____

5. Telephone #: _____ Fax#: _____

6. E-mail Address: _____

7. Name and title of the person(s) authorized to represent the Applicant in any negotiations and sign any Contract that may result:

Name: _____ Title: _____

8. Statement of acceptance of the terms and conditions contained in the Application:

I hereby acknowledge and agree that I have read and understand all the terms and conditions contained in the Application.

I hereby agree to use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this Application. I certify that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicants, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the

subject matter of the RFP. Proposer shall provide prompt written notification to the State of any change occurring with respect to Applicant's business or interests which is reasonably likely to result in (or has resulted in) an actual or potential conflict between the business or economic interests of the Applicant and those of the State, arising out of, or relating in any way to, the subject matter of the RFP.

In its notice, Applicant will describe the nature of such actual or potential conflict of interest or remuneration in question in reasonable detail.

I certify that the information I have provided is correct. I understand that any misrepresentations or incorrect information provided to the Agency can result in the disqualification of my application.

Authorized Signature: _____ Date: _____

Printed Name: _____

FORM B
DECLARATION of COMPLIANCE with TAX LAWS

I, _____ (Authorized Agent of Applicant), representing _____
(hereafter "Applicant"), hereby declare and say:

1. I am an authorized agent of the Applicant, and I have full authority from the Applicant to submit this declaration and accept the responsibilities stated herein.
2. I have knowledge regarding Applicant's payment of taxes, and to the best of my knowledge, Applicant is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Applicant shall provide written notice to Agency within two business days of any change to the Applicant's status of tax law compliance.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Agent's Signature

Date: _____

FORM C
ANTI-DISCRIMINATION CERTIFICATION

By my signature, I certify that I am authorized to act on behalf of Applicant in this matter and that, pursuant to ORS 279A.110, Applicant has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Agent's Signature

Date: _____

FORM D
CERTIFICATION OF DISADVANTAGED BUSINESS

Applicant certifies that it [*check one*] is ___ is not ___ certified by the Certification Office for Business Inclusion and Diversity (COBID) under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If Applicant is COBID-certified, it further certifies that Applicant is certified by COBID as [*check all that apply*]:

- A disadvantaged business enterprise _____
- A minority-owned business _____
- A woman-owned business _____
- A business that a service-disabled veteran owns _____
- An emerging small business _____

If Travel Oregon awards this contract to Applicant, Applicant certifies that it will provide the name(s) of any subcontractor that Applicant intends to utilize in the performance of this contract that is certified by COBID under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business.

**FORM E
REFERENCES**

Please include at least 3 references from current or former clients for similar projects performed in order of the most recent experience. References must verify the quality of previous, related Work. This may include references from the tribal community.

Agency may check to determine if references provided support Applicant'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 Applicant's qualifications.

Reference 1

Applicant's Name: _____

Reference Entity: _____

Reference Contact Name: _____

Relationship to Proposer: _____

Contact Telephone Number: _____

Contact Email Address: _____

Services Provided: _____

Service Dates: _____ to _____

Reference 2

Proposer Name: _____

Reference Entity: _____

Reference Contact Name: _____

Relationship to Proposer: _____

Contact Telephone Number: _____

Contact Email Address: _____

Services Provided: _____

Service Dates: _____ to _____

Reference 3

Proposer Name: _____

Reference Entity: _____

Reference Contact Name: _____

Relationship to Proposer: _____

Contact Telephone Number: _____

Contact Email Address: _____

Services Provided: _____

Service Dates: _____ to _____

**EXHIBIT A
STANDARD INSURANCE REQUIREMENTS**

Contractor shall obtain at Contractor's expense the insurance specified in Contract prior to performing services under contract and shall maintain it in full force and at its own expense throughout the duration of the Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

Agency reserves the right to negotiate insurance limits prior to award based on the level of risk of the contract.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. Out-of-state employers, including Contractor, shall provide workers' compensation insurance coverage for their employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. PROFESSIONAL LIABILITY

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

c. COMMERCIAL GENERAL LIABILITY.

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and

contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

d. AUTOMOBILE Liability Insurance: Automobile Liability.

Required Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

e. POLLUTION LIABILITY.

Required by Agency Not required by Agency.

f. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

"TAIL" COVERAGE. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a

Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section 4.

**EXHIBIT B
CHECKLIST
(FOR CONTRACTOR'S OPTIONAL USE)**

All forms listed in the Section must be submitted for consideration of an application.

- Form A: Application Cover Sheet
- Form B: Declaration of Compliance with Tax Laws
- Form D: Anti-discrimination Certification
- Form E: Certification of Disadvantaged Business
- Form F: References
- Proof of Insurance
- RCTP Guidelines
- WCLP Guidelines
- Budget Proposal documents for RCTP and OWCLPTPP, links provided on Travel Oregon industry site.
- Required Materials for persons applying for RCTP and OWCLPTPP: Cover Letter, Strategy, Key Personnel, Links to Portfolio/Comparable Work

Checklist Disclaimer

This checklist is provided only as a courtesy to prospective Applicant. Agency makes no representation as to the completeness or accuracy of any Checklist. Prospective Applicant 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 Applicant based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of this RFP.

Note: Incomplete Applications

The Applicant is responsible for all information contained in this application. Please read all information and instructions carefully before submitting your application. Incomplete applications will be delayed and may be disqualified and will not be returned as incomplete.