



March 19, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Goods and Services Contract with Oregon Media LLC for design, printing and distribution of annual travel planners. Contract value not to exceed \$657,090 over 5 years. Funding through Transient Room Tax. No county General Funds are involved.

Previous Board Action/Review	This is a new contract.		
Performance Clackamas	This contract supports a vibrant economy through effective promotion of Clackamas County as a visitor destination		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Samara Phelps	Contact Person	971-334-9479

BACKGROUND:

Travel Planners are an effective way to inspire and inform visitors. The ROI per travel planner distributed is estimated to be \$48:1, according to the most recent travel planner study from DMAWest.

In alignment with this best practice, Clackamas County Tourism is contracting a full-service, custom-publishing company to design, print and distribute a destination travel planner. Through a competitive procurement process, Oregon Media demonstrated the ability to provide editorial, design and printing expertise. This women-owned and led Oregon business focuses on lifestyle and travel publications making them uniquely positioned to provide Clackamas County with expert and authentic storytelling, world-class design, and publishing solutions.

The contract is for creation, printing and shipping of a travel planner for \$135,385 with the option to renew four times for a total contract value not to exceed \$657,090.

RECOMMENDATION: Staff recommends Board approve this contract and the Board authorize Chair Tootie Smith to sign on behalf of the County.

Respectfully submitted,

Samara Phelps

Samara Phelps
Director of Tourism





**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #9073**

This Goods and Services Contract (this “Contract”) is entered into between **Oregon Media LLC** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”), on behalf of its Department of Tourism, for the purposes of providing a **Travel Planner for Clackamas County Tourism**.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2025**, or until completion of all obligations provided herein, whichever is later. This Contract may be renewed for four (4) additional one-year terms upon mutual agreement of both parties.
2. **Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Six Hundred Fifty-Seven Thousand and Ninety Dollars (\$657,090.00)**, for performing the Work required by this Contract. Yearly rates are as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Production Management Fee	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Printing Services	\$63,752	\$65,665	\$67,635	\$69,664	\$69,984
Bulk Shipping	\$1,633	\$1,682	\$1,733	\$1,785	\$1,839
Redesign Fee	\$10,000	\$0	\$0	\$0	\$0
Total	\$135,385	\$127,347	\$129,367	\$131,449	\$133,542

Consideration rates are on a fixed basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

Annie@mthoodterritory.com

5. **Travel Expense Reimbursement.** Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. **Contractor and County Contacts.**

Contractor Administrator: Heather Hudson Phone: 541-389-4383 Email: Heather@oregonmedia.com	County Administrator: Anne Austin Phone: 971-378-4008 Email: Annie@mthoodterritory.com
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ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County 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, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
6. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous,

toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<input checked="" type="checkbox"/> Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Ownership of Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data created by County in the course of performance of this Agreement (“Work Product”) remains the property of County. Contractor grants to County a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product for County purposes.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

- A. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

15. Survival All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

16. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. Subcontractors and Assignments. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. Tax Compliance and Certifications. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

20. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. RESERVED.

30. RESERVED.

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

32. Key Persons. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.


33. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

34. Amendment. This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Oregon Media LLC
974 NW Riverside Blvd
Bend, OR 97703

Clackamas County

 3-4-24

Authorized Signature Date

Chair Date

Heather Johnson / CEO

Name / Title (Printed)

Recording Secretary


1169557-90

Oregon Business Registry #

Approved as to Form:

DLLC/OR

Entity Type / State of Formation



County Counsel Date

03/06/2024

Exhibit A
RFP #2023-75 Travel Planner
Issued: November 2, 2023



REQUEST FOR PROPOSALS #2023-75

FOR

TRAVEL PLANNER FOR CLACKAMAS COUNTY TOURISM

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner

Gary Schmidt
County Administrator

Michael Faris
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 2, 2023

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	October 5, 2023
Protest of Specifications Deadline.....	October 12, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	October 26, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 2, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, November 2, 2023** (“Closing”), to provide **Travel Planner for Clackamas County Tourism**. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00008342.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Procurement Process and Technical Questions: Michael Faris, Mfaris@Clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from a full-service, custom-publishing company that can work closely with Clackamas County Tourism staff at the direction of the marketing and communications lead to create, print and distribute a destination travel planner.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County Tourism (CCT) has worked with an agency of record for at least ten years to create its annual destination travel planner, a print and digital visitor guide. One of CCT's critical conversion metrics continues to be the number of travel planners distributed each year.

During COVID, CCT had to scale back programs and significant projects, including creating a new travel planner each year. The organization is rebuilding and seeks a full-service, custom-publishing company that can work closely with CCT staff at the direction of the marketing and communications lead to create, print and distribute a destination travel planner.

CCT is looking for a vendor that shares the same values of sustainability and diversity, equity and inclusion and one that is committed to analyzing creative strategy and tactics through a lens that accounts for destination visitors, tourism partners, the place and residents and furthering its desired strategic outcomes.

3.3. SCOPE OF WORK

The Scope of Work will include, but is not limited to:

Project Initiation, Planning, Project Management & Support:

- Contractor to confirm goals and objectives for Mt. Hood Territory Travel Planner in a kick off meeting, including Client input/creative brief ideas for a map spread.
- Contractor to develop design layout concept and template. Client to approve design layout concept before travel planner is built out.
- Client to provide Contractor a detailed page-by-page content plan for Contractor to convert into a publication flatplan.
- Contractor to review readiness of existing content including text, image files, graphics files.
- Contractor to provide print brokering services and negotiation. Identify and review printing/paper options based on budget and schedule. Client to have final say on paper and printing options.
- Contractor to build out the production timeline and budget as well as the project management task plan/schedule for delivery of all publication content.

Editorial, Design & Production:

- Contractor to build publication files (text pages, cover files) to printer specifications and flatplan.
- Contractor to secure multiple writers and pair each with story assignments/themes that best match their backgrounds and interests. Contractor to include any freelance writer fees in the budget and handle payments.
- Contractor to lay out publication pages and covers based on approved design concept.

- Contractor to create a Mt. Hood Territory map spread representing each of its communities and surrounding geographical icons and authentic and differentiating offerings. [Example from 2022–2023 travel planner is on pages 30-31](#). Contractor to run the map spread through Client for review/approval, editing/revising as needed and allowing for a minimum of four rounds of map edits with a minimum turnaround time of four business days. Note: Mt. Hood Territory staff do not work on Fridays.
- Contractor to run publication draft through Client review/approval. Edit/revise as needed. Contractor to allow for a minimum of four rounds of edits (one to approve first round of copy and at least three rounds for approving completed pages – photos, text, captions, icons or illustrations, etc. – with a minimum of a two-week turnaround for the first two rounds and a week turnaround time for the last two rounds, giving time for Client to seek necessary partner input at certain touchpoints. (A week is considered Monday to Monday, Tuesday to Tuesday, etc.)
- Contractor to provide PDF of magazine for upload to mthoodterritory.com with all Client-requested embedded links.
- Contractor to provide Client all source/native files by the end of the contract.
- Client to provide photography assets.

Proposals to be broken down by contractors work, printing and shipping.

Printing & Shipping Services:

- Contractor to print 90,000 copies of a 60-page travel planner with a stitched-in business reply mail card. Scheduled printing and shipping is estimated to be six months from effective executed date of Contract. Exact dates to be determined after Contract award.

Travel Planner Specs

- Pages: 56 pages text + 4-page cover
- Cover stock: 80# Matte Cover
- Text stock: 60# Matte Book
- Size: 8.375x10.875
- Paper source: Willamette Falls Paper Company

Business Reply Card Specs

- BRC 9.5"x4.5" Flat fold to 6.25"x4" Perf.
- 9.5"x4.5" 4 pages Printed CMYK front Black reverse
- Binding: Rollem Score/Perf 1up Perf and Fold BRC; Saddle Stitch
- Paper source: Willamette Falls Paper Company
- Note: Contractor to work with client and USPS to ensure BRC meets all weight and pre-postage requirements.
- Contractor to preflight publication files against printer's output specifications.
- Contractor to check RGB/CMYK conversions, bleeds, transparencies, links.
- Contractor to output print-ready files and deliver to the printer.
- Contractor to review online proof, edit as needed.
- Contractor to run printer proofs through client review/approval.
- Contractor to coordinate with the printer to ship/deliver travel planners to several locations (subject to change, but most likely will involve the following numbers: 30,000 to Certified Seattle warehouse, 20,000 to Certified Portland warehouse, 15,000 to Garten in Salem, 25,000 to Mt. Hood Territory storage in Welches.

Note: Shipping boxes should weigh no more than 30 pounds each.

3.3.3. Term of Contract:

The term of the contract shall be for one (1) year from the effective date of Contract, with the option for four (4) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample **Goods & Services Contract** for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

**SECTION 5
PROPOSAL CONTENTS**

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub’s Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub’s Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer’s General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project and their project roles.
 - Note, Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons.
- Description of providing similar services to destination organizations or other hospitality, travel and tourism entities within the past eight (8) years.
- Description of the firm’s ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Please provide up to three examples of travel planners (aka visitor guides), lifestyle or travel magazines that your key individuals who would be assigned to this project have worked on. Please specify which elements they executed.
- Has your team who would be assigned to the project created a “whimsical” map before? Please refer to our [current travel planner, pages 30-31](#). Please provide up to three examples.
- How do you partner with content writers? Please specify the writers you have available and/or their niche areas of destination expertise.
- What processes or tools have you set up to ensure efficient communication with clients?
- How would you ensure your firm and the client get all eyes on a print proof before printing when the client works as a distributed team?

5.4. Fees

Complete the attached Fee Schedule or provide a schedule substantially similar. Fees should be on a time and material with a not to exceed fee basis. Fees shall address proposing firm’s services / creative pricing and itemized printing and shipping.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

FEE/COST SCHEDULE TO INCLUDE THE FOLLOWING:

	Year 1	Year 2	Year 3	Year 4	Year 5
<u>Creative Services</u> Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses Services should be inclusive of hourly rates and all incidentals.	\$	\$	\$	\$	\$
<u>Printing Services</u> 60 pages with stitched-in business reply mail card. As described within Section 3 of this RFP. (assume 90,000 copies per year) Prices should be calculated for the first year and future years with a 3 percent inflation rate.	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
<u>Bulk Mailing Costs</u> (assume 90,000 copies per year)*	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
<u>Total</u>					

*In the event bulk mailing costs increase in future years, executed contract may be adjusted by way of amendment signed by both parties.

Company: _____

Address, City, State, Zip: _____

Contact Name: Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____

EXHIBIT B
Contractor's Proposal



RFP #2023-75

Greetings Clackamas County,

We are pleased to present this proposal for the editorial, design and production, of the Travel Planner for Clackamas County. We would love the opportunity to work with you to create a beautiful, practical planner that is designed to educate and inspire prospective visitors to Clackamas County experiences and destinations.

Our company is uniquely positioned to provide Clackamas County with access to expert and authentic storytelling, world-class design, compelling photography, and brilliant marketing and publishing solutions. We carry out this mission with our flagship publications *Bend Magazine* and *Bend Home + Design* and through our custom publishing division, which focuses on travel and lifestyle brands in and around Oregon.

Our team has decades of creative, sales and production experience, coupled with deep roots in Oregon. In fact, I was born and raised in Portland and spent much of my life on Mt. Hood and throughout Clackamas County.

The passionate professionals of Clackamas County who have helped make it a world-class destination have many wonderful stories to share, and we'd love to help produce that storytelling for your audiences.

Thank you so much for the opportunity to submit a proposal for this project. We are passionate about what we do and are happy to answer any questions regarding this proposal or our current and past work to promote Oregon destinations and businesses.

Thanks again!

A handwritten signature in black ink that reads "Heather Huston Johnson".

Heather Huston Johnson
CEO/Founder
Oregon Media LLC

COVER LETTER



Travel Planner for Clackamas County Tourism

Proposal Date: November 2, 2023

Prepared by: Heather Johnson, CEO, Oregon Media LLC

Prepared for:

- Board of Clackamas County Commissioners: Tootie Smith, Chair; Paul Savas, Commissioner; Mark Shull, Commissioner; Martha Schrader, Commissioner; Ben West, Commissioner
- Gary Schmidt, County Administrator
- Michael Faris, Contract Analyst

Request for Proposal: #2023-75

To contract for the design, editorial, and production of the Travel Planner for Clackamas County Tourism.

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ABOUT US

Meet Oregon Media's small but mighty team.

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EXPERIENCE

Take a look at our previous work with past clients.

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SCOPE OF WORK

Learn our process, from what team members do to how we partner with content creators.

12-13

FEES

Find our proposed pricing including creative services, printing and shipping.

14

REFERENCES

Testimonials and contacts from three of our clients.

15

PROPOSAL CERTIFICATION

OREGON MEDIA

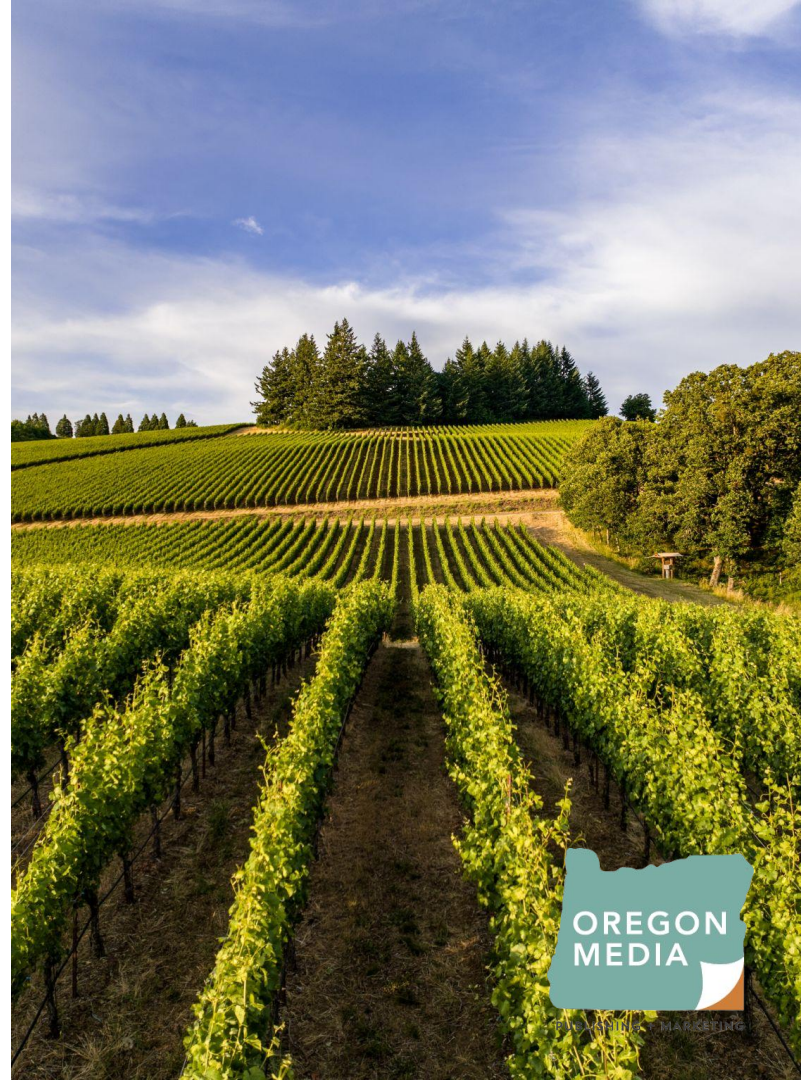
AT OREGON MEDIA, WE BELIEVE IT'S THE UNIQUE, PIONEERING SPIRIT OF OUR STATE THAT PROPELS US TO CREATE SOMETHING NEW, FRESH AND DELIGHTFULLY UNEXPECTED FOR ALL OF OUR COMMUNITIES—EVERY SINGLE DAY.

Our women-owned and led business is uniquely positioned to provide Clackamas County with access to expert and authentic storytelling, world-class design, and brilliant marketing and publishing solutions. We carry out this mission with our flagship publication *Bend Magazine* and sister publications *Bend Home + Design*, *High Desert Weddings*, and *Savor*, and through our custom publishing division, which focuses on travel and lifestyle brands in and around Oregon including the following present titles: *Via Magazine* for AAA of Oregon/Idaho, the *Central Oregon Visitors Guide*, the *Eastern Oregon Travel Planner*, the *Travel Southern Oregon Travel Planner*, the *Visit Corvallis Travel Planner* and the *Visit Big Sky Guide*.

A world-class region deserves world-class content. Our overarching goal is to forge a strong, results-driven connection between readers and Clackamas County destinations and experiences. Oregon Media will work closely with your team to discuss initiatives, specific regional markets and audience groups. We will combine powerful storytelling, readability and beauty while incorporating guidelines and priorities of your region.

Oregon Media makes every effort to ensure that custom publishing projects are a win-win. It isn't about what you can do for us—it is about what WE can do for you. The Oregon Media team has the talent, resources, experience and relationships in place to deliver a best-in-class Travel Planner for Clackamas County Tourism.

We are committed to helping select brands in and around Oregon achieve their most ambitious goals. We look forward to working with you.



STRATEGIC MARKETING

OUR KEY PLAYERS

Operational Team

Oregon Media's leadership team will manage the project from start to finish, ensuring the Clackamas County Travel Planner is best-in-class. Katryna Vecella has led more than a dozen DMO visitor guide projects and will lead the project with support from the rest of the Oregon Media team.



Heather Johnson
CEO & Publisher



Katryna Vecella
Project Manager



Heather Wong
Director of Operations

Editorial Team

A talented and passionate Oregon Media editorial team will be engaged in all editorial elements, including freelance hiring, of the Clackamas County and will be led by Cheryl Parton, Oregon Media's Editor-in-Chief.



Cheryl Parton
Editor-in-Chief



Chloe Green
Staff Writer



Heidi Hausler
Associate Editor

Design Team

As the Creative Director for Oregon Media, Kelly Alexander, part of the team for over eight years, will oversee the branding, design and art direction efforts for the Travel Planner for Clackamas County Tourism.



Kelly Alexander
Creative Director

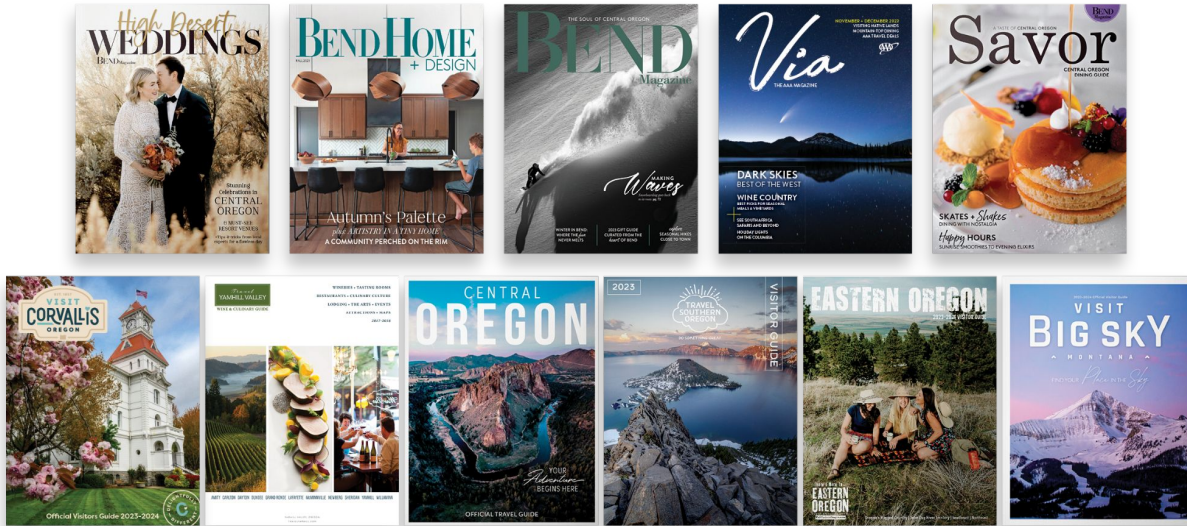


Cali Clement
Senior Designer



Jeremiah Crisp
Graphic Designer

We work from conception to publication on custom traveler guides, travel magazines and in-house lifestyle magazines. To view past digital issues, please visit oregonmedia.com.



EXAMPLES OF WORK

Annual Visitor Guide Publications

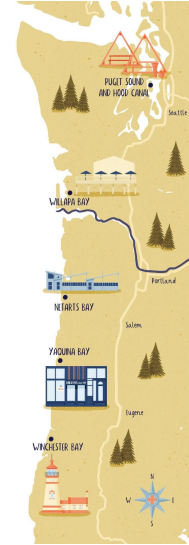
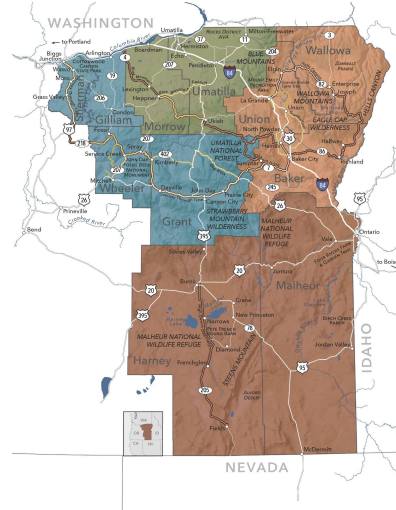
- Visit Central Oregon: 2013-2024
- Visit Corvallis: 2020-2024
- Visit Eastern Oregon: 2015-2024
- Travel Southern Oregon: 2018-2024
- Visit Big Sky: 2023-2024
- Travel Yamhill: 2016-2017

Lifestyle & Travel Publications

- Via Magazine for AAA: Bi-Monthly
- Bend Magazine: Bi-Monthly
- Bend Home + Design: Quarterly
- Savor Magazine: Annual
- High Desert Weddings: Annual
- 1859 Magazine: Co-Founder, 2008-2015



We have created a variety of maps for our custom publishing clients. Based on the client's budget and preferences, we contract with the mapmaker who matches the desired aesthetic. Oregon Media then works with the client and mapmaker to project manage the map build. Included here are some examples of the more whimsical maps we've produced.



MAPMAKING

DISCOVERY & PLANNING

Oregon Media will lead the Clackamas County team through a process to brand the new planner. The following three pages are a general outline of our timing and our process plan.

PROCESS



Travel Planner Creative Brief

To kick off the process, Oregon Media will work with Clackamas County to define the ideal personality of the planner as it relates to the current brand and future initiatives.

- Travel Planner Brand Position: What differentiates Clackamas County from other regions, and what are the priorities of this travel planner?
- Travel Planner Audience: Discuss the tone and personality of the planner as it relates to the prospective reader and traveler.



Travel Planner Creative Development

Following the creative briefing Oregon Media will develop a concept to be formalized and presented as a final design approach and style guide:

- Visual Identity: Masthead/logo, usage, variations
- Design Elements: Colors, backgrounds and typography
- Lexicon: Language used to describe and promote the planner
- Layouts: Masthead, cover designs, folios, department and feature layouts

EDITORIAL & DESIGN

PROCESS



Editorial Planning & Strategy

- Create and assign well-developed, on-point articles using in-house resources and a team of both in-house and expert freelance writers. Oregon Media works with over 50 freelance writers throughout the state and will match the appropriate writer to the project if necessary.
- Oversee copy editing of all editorial material to guarantee consistency of voice, brand, style and accuracy.
- Capture the Clackamas County experience through the placement of compelling, high-quality photography.
- Deliver world-class editorial content to evoke the unique personalities of the region, giving the planner a clear mission.
- Extend content seamlessly into the nuts-and-bolts information that users expect from a travel planner.
- Connect readers effectively to the web sites of Clackamas County and its partners, a crucial step in attracting visitors.
- Organize cohesive sections of content in which destinations and related activities are integrated to drive end-to end decisions and increase tourism spending.
- Inspire readers to visit Clackamas County destination and experiences and deliver to them the comprehensive information they need to get the most out of their visit.
- Provide readers with a curated experience and deepen their understanding and affinity for the region. By designing the planner with the visitor in mind, this key piece will play an important role in boosting tourism.



Travel Planner Design

- Art Direction: Oregon Media will develop a shot list for Clackamas County's in-house team based on the content outline of the planner and provide art direction.
- Publication Design: Oregon Media will generate the custom layout based on the final design approach and style guide.
- Layout: Oregon Media will produce content, images, and graphics and prepare files for printing..
- Proofing: Oregon Media will collaborate with Clackamas County using our online proofing system, providing commenting and annotation tools to provide clear and accurate review and feedback in a real-time workspace.

PUBLICATION PRODUCTION

PROCESS



Print & Digital Release (6 months out)

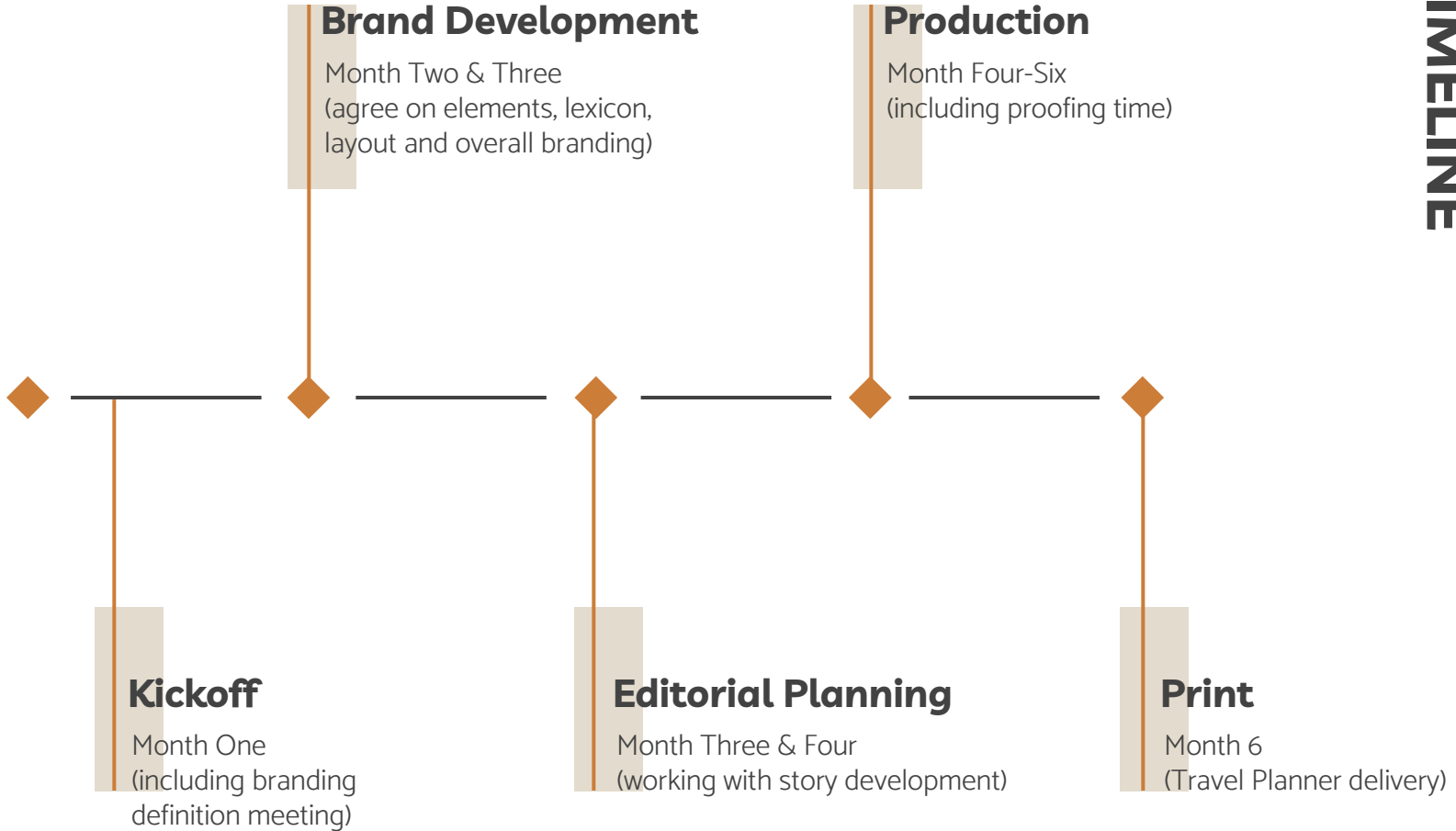
- Preflight publication files against printer's output specifications
- Check RGB/CMYK conversions, bleeds, transparencies, links
- Output print-ready files and upload/delivery to printer
- Review online proof, edit as needed
- Run printer proofs through client review/approval
- Output final PDF for digital publication and email
- Production of the Digital Issue



Project Management (Throughout project)

- Create production timeline and budget as well as the project management task plan/schedule for delivery of all publication content.
- Hold regular meetings with key stakeholders throughout planning and execution stages until completion of project.
- Negotiate best pricing for Clackamas County with any outside vendors including printer.
- Sustainability and diversity, equity and inclusion will be included in all decision making throughout the project
- Oregon Media invests in many tools to ensure efficient communication with our clients. Our online proofing system transforms a tired and frustrating process into an inspirational creative journey for our custom publishing partners.

TIMELINE



ANNUAL BUDGET

The following budget is based on the exact specifications outlined in RFP #2023-75.

FEE/COST SCHEDULE

	Year 1	Year 2	Year 3	Year 4	Year 5
Production Management Fee	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Print Services	\$63,752	\$65,665	\$67,635	\$69,664	\$69,864
Bulk Shipping	\$1,633	\$1,682	\$1,733	\$1,785	\$1,839
Redesign Fee	\$10,000	\$0	\$0	\$0	\$0
Total	\$135,385	\$127,347	\$129,367	\$131,449	\$133,542

NOTE: Please refer to following page for details and comments on pricing.

PAYMENT BREAKDOWN

Production Management Fee

- This fee is based on a \$1,000 per page rate which covers all planning, writing, editing, design and project management services.
- **This fee is also based on Oregon Media owning all native files produced for this project.** We will provide Clackamas county with PDF Final files - but working native InDesign file ownership is not included in this price. Our native files are considered a tangible Oregon Media asset. As a standard practice, Oregon Media does not provide file assets for a one-year contract. We would love the opportunity to explain our position further and to still be considered for this project given these terms. See the next page for reprint services offered by Oregon Media.

Printing Services

- Clackamas County will be responsible for all costs associated with printing of the travel planner. Oregon Media will negotiate for the best print cost for Clackamas County. Clackamas County shall pay all printing expenses upon receipt of invoice from Oregon Media. Oregon Media agrees to not markup the print cost and will provide a copy of the actual invoice from the printer. Print estimate for year one is based on the current estimate from the printer according to the specifications included in this RFP. It is important to note that the paper industry has seen a dramatic increase in pricing the last two years. While we believe prices have stabilized - we have no way of guaranteeing this.

Bulk Shipping Costs

- Clackamas County will be responsible for all distribution and storage of the travel planner. Year 1 Estimate is based on shipping locations outlined in the RFP as of 10/15/23. Oregon Media will negotiate with shippers on an annual basis to get the very best price for Clackamas County. Clackamas County will reimburse Oregon Media for all shipping costs incurred and upon receipt of invoice from Oregon Media.

Other

- 50% of the Production Management fee is due upon execution of contract. The remaining balance is due upon publication of the travel planner.
- Clackamas County will pay all costs related to the acquisition of photo asset rights for publication in the planner.

REPRINT SERVICES

During the term of this Agreement and for a period of one (1) year following its termination (the "Reprint Period"), Oregon Media agrees to provide Clackamas County with reprint services for the Visitor Guide upon Clackamas County's written request (each, a "Reprint Request"). Such services shall include, but not be limited to:

Minor Edits: Making minor edits to the text and/or photographs of the Visitor Guide, as specified by Clackamas County in the Reprint Request, provided that such edits: (a) are limited in scope and nature; (b) do not materially affect the overall layout or design of the Visitor Guide; and (c) comply with all applicable laws and regulations. Oregon Media reserves the right, in its sole discretion, to refuse any edit request that does not meet these criteria.

Printing and Delivery: Printing the requested quantity of Visitor Guides based on Clackamas County's specifications and delivering them to a designated location within Clackamas County. The specific printing and delivery costs will be mutually agreed upon by the parties in writing prior to the commencement of any reprint services. Clackamas County assumes all costs associated with the printing and delivery of any reprints.

Julia Theissen

CEO, Visit Central Oregon

“Visit Central Oregon has enjoyed a long working relationship with Oregon Media and appreciates the work they do including creative design, engaging content and innovative ideas. Heather, Ross and the team are a pleasure to work with and it is clear that this company cares about our project as if it were their own. The experience is seamless each year, with every deliverable on time and on budget—freeing us up to focus on our core mission and tasks. To any destination or marketing organization looking to stand out amid the fray and grab readers—and ultimately, visitors—I highly recommend the expertise of Oregon Media as a trusted partner.”

Contact:julia@visitcentraloregon.com

(541) 389-8799

**Alana Carollo**

Executive Director, Eastern Oregon Visitor Association

Eastern Oregon Visitors Association (EOVA) has worked in partnership with Oregon Media for many years in the content creation and publication of our annual visitor guide. Featuring over 100 pages of what to see, do, and experience in eastern Oregon, Oregon Media’s team has been a delight to work with; they tailored their experience and expertise to the goals and objectives of our organization, and have continued to deliver a well-executed product.

Contact:execdirector@visiteasternoregon.com

(541) 970-4551

**Brad Niva**

CEO, Visit Big Sky

“We’ve found Oregon Media to be an excellent partner in production of our regional visitor guide. With an entrepreneurial spirit, the team at Oregon Media handles creative content, stunning design and flawless execution of our sales goals to deliver the best visitor guide our office has ever produced. We’re very proud of the product they’ve produced that showcases our unique area.”

Contact:brad@bigskychamber.com

(406) 995-3000



Submitted by: Oregon Media, formed in the State of Oregon

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of 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 that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they: 1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and 2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and 3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and 4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Heather Huston Johnson

Signature: 

Email: heather@oregonmedia.com

Oregon Business Registry #: 1672144-2

Business Designation: Limited Liability Company

Date: November 2, 2023

Title: CEO

Telephone: (541) 389-4383 x 501

Oregon CCB #: n/a

Resident Quoter: Yes (as defined in ORS 279A.120)

THANK YOU!

Thank you for considering our proposal. We are excited about the opportunity to partner with Clackamas County and to help achieve your tourism goals.

Heather Huston Johnson
Founder/Owner/CEO
Oregon Media LLC
heather@oregonmedia.com
+1 (541) 948-3200
oregonmedia.com