



September 5, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Professional Services Contract with Fish Marketing & Strategy to provide social media advertising management. Total contract value is not to exceed \$675,000 over five years. Funding is through Transient Lodging Tax. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues – September 4, 2024		
<b>Performance Clackamas</b>	This contract supports a vibrant economy through programs that invest state transient lodging tax in Clackamas County’s tourism businesses.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Samara Phelps	<b>Contact Person</b>	971-334-9479

**BACKGROUND:** Social media advertising is an effective and efficient way for Tourism to spark connections and inspire action with visitors and target audiences. To do this work efficiently and effectively Clackamas County Tourism is contracting with Fish Marketing to create, manage and optimize paid social media ads and ad campaigns leading through research, planning, organization and delivery of a strategy that aligns well with the needs of the destination defined by the Tourism Development Council’s approved strategic objectives and accompanying priority messages. This work is overseen by Tourism marketing staff.

This contract provides the Tourism program technical expertise and capacity to handle day-to-day optimization to ensure that messaging is reaching the audience likely to take the desired actions that support community. Each year Fish Marketing is reimbursed up to \$100,000 for direct advertising buys. Contracted services are paid based on the approved fee schedule not to exceed \$34,000 a year.

**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  
Director of Tourism





**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #9860**

This Personal Services Contract (this “Contract”) is entered into between Snowfish, Inc. dba Fish Marketing (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Department of Tourism.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2029.**
  
- 2. Scope of Work.** Contractor shall provide the following personal services: (1) direct advertisement spending costs for the creation and placement of approximately 5-10 ads per month (“Ad Spend Work”); (2) regular ad management services (“Ad Management Work”); (3) on-call or as-needed content creation services (“Optional Content Creation Work”); (4) analysis and reporting services (“Strategy/Research Work”); project management services (“Account/Project Management Work”); (5) regular training services (“Training Work”); and (6) campaign optimization and reporting services (“Campaign Optimization/Reporting Work”). All categories of services are described in greater detail in Exhibit A, attached hereto and incorporated by this reference herein, and are hereinafter collectively referred to as the “Work.”
  
- 3. Consideration.** The maximum amount County may pay Contractor for performing the Work, from available and authorized funds, may not exceed the sum of **Six Hundred Seventy-Five Thousand dollars (\$675,000.00).** Payment for the Work will be as follows:
  - a.** County will pay Contractor for Ad Spend Work on a reimbursement basis for the actual costs of placing advertisements in an amount not to exceed \$100,000 per fiscal year (July 1 – June 30);
  
  - b.** County will pay Contractor for Strategy/Research Work, Account/Project Management Work, Training Work, and Campaign/Optimization Work monthly on a fixed-fee basis in accordance with the rates and costs set forth in Exhibit B and summarized below:

July 2024 – June 2025 monthly fees:

<b>Work</b>	<b>Frequency of Performance</b>	<b>Fee</b>
Ad Management Work	Performed monthly, beginning October, 2024	\$750
Strategy/Research Work	Performed annually	\$208.33
Campaign Optimization/Reporting Work	Performed daily or as needed	\$375
Account/Project Management Work	Performed daily or as needed	\$1000
Training Work	Performed bi-annually	\$125

July 2025-June 2029 monthly fees:

<b>Work</b>	<b>Frequency of Performance</b>	<b>Fee</b>
Ad Management Work	Performed monthly, beginning October, 2024	\$1000
Strategy/Research Work	Performed annually	\$208.33

Campaign Optimization/Reporting Work	Performed daily or as needed	\$500
Account/Project Management Work	Performed daily or as needed	\$1000
Training Work	Performed bi-annually	\$125

c. County will pay Contractor for Optional Content Creation Work on a time and material basis, at the rate of \$145 per hour, in an amount not to exceed \$9,500 per fiscal year (July 1- June 30). Because Optional Content Creation Work is on-call or as-needed, and the exact amount of Optional Content Creation Work, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the annual \$9,500 authorized by this Contract.

**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 in accordance with ORS 293.462 to Contractor 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.

Invoices shall reference the above Contract Number and be submitted to:  
[amber@mthoodterritory.com](mailto:amber@mthoodterritory.com)

**5. Travel and Other Expense.** Authorized:  Yes  No  
 If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**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: Nate Parr Phone: 503-380-1700 Email: <a href="mailto:nate@fish-marketing.com">nate@fish-marketing.com</a>	County Administrator: Amber Johnson Phone: 503-655-8751 Email: <a href="mailto:Amber@mthoodterritory.com">Amber@mthoodterritory.com</a>
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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.

**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 FUTURE 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. **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.
6. **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.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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 emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<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 checked="" 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.
<input type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) 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 13 or Section 20 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 Contact 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. 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 of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (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; and (E) the Work under this Contract shall be performed in a good and 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. 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, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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.
- 16. SUBCONTRACTS 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, which shall be granted or denied in the County’s sole discretion. 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 Article II, Sections 1, 7, 8, 13, 16 and 27 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.
- 17. 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.

**18. TAX COMPLIANCE CERTIFICATION.** 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.

**19. TERMINATIONS.** 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.

**20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. 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. If this Contract is terminated prior to expiration of its term, Contractor shall refund County the pro rata amount of any monthly fee previously paid for the month in which a notice of termination was issued.

**21. 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.

**22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

**23. 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.

**24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall 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.

**25. 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.

**26. 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.

**27. 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.

**28. RESERVED**

**29. RESERVED**

**30. 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. Specific Key Persons are as follows:

- Nick Niebes, Brand Manager
- John Robles, Digital Marketing Director

**31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

**32. RESERVED**



**33. RESERVED**

**34. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Snowfish, Inc. dba Fish Marketing

Clackamas County

Nate Parr 8/5/2024  
Authorized Signature Date

\_\_\_\_\_  
Chair Date

Nate Parr / President  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

112312-97  
Oregon Business Registry #

Approved as to Form

DBC/  
Oregon \_\_\_\_\_ Entity  
Type / State of Formation

[Signature] 08/06/2024  
County Counsel Date

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
RFP 2024-24  
SOCIAL MEDIA ADVERTISING MANAGEMENT**

**EXHIBIT A**



**REQUEST FOR PROPOSALS #2024-24**

**FOR**

**SOCIAL MEDIA ADVERTISING MANAGEMENT**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**

**PAUL SAVAS, Commissioner**

**MARK SHULL, Commissioner**

**MARTHA SCHRADER, Commissioner**

**BEN WEST, Commissioner**

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**Gary Schmidt  
County Administrator**

**Stephanie Ebner  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** **April 25, 2024**

**TIME:** **2:00 PM, Pacific Time**

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

**EXHIBIT A**

**SCHEDULE**

Request for Proposals Issued.....March 21, 2024

Protest of Specifications Deadline..... March 28, 2024, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions..... April 11, 2024, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....April 25, 2024, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

Anticipated Contract Start Date.....July 2024

**TABLE OF CONTENTS**

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)

## EXHIBIT A

### 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, April 25, 2024** (“Closing”), to provide Social Media Advertising Management. 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-C01010-00009869.

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: Stephanie Ebner, [sebner@clackamas.us](mailto:sebner@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.

**EXHIBIT A**  
**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

## EXHIBIT A

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.

## **EXHIBIT A**

**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.



## **EXHIBIT A**

**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.

**EXHIBIT A  
SECTION 3  
SCOPE OF WORK**

**3.1. INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide Social Media Advertising Management.

**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”), branded “Oregon’s Mt. Hood Territory” is the Destination Management Organization of the county. Our mission is to enhance the quality of life for residents by optimizing the economic impacts of the tourism industry derived from the County’s Transient Room Tax.

Internal marketing staff handle the day-to-day planning and execution of organic social media. We use paid and organic social media to drive web traffic to mthoodterritory.com and partner websites. We feature beautiful, original photography, video and user-generated content to spark connections and inspire action. While visitors 50+ miles outside of our destination are a priority audience group, we also target certain messages for local audiences as part of our strategic objectives.

CCT seeks a vendor who can create, manage and optimize paid social media ads and ad campaigns and can lead CCT through research, planning, organization and delivery of a strategy that aligns well with the needs of the organization’s strategic objectives and accompanying priority messages. The selected vendor should advise marketing staff on best practices for improving campaign performance and should handle day-to-day ad optimization.

Rather than focusing on what some digital marketers refer to as “vanity metrics,” including reactions and follows, we measure success by what actions users take after landing on our website. The chosen vendor will help us get the right message to the right people who are most likely to convert/take the desired action once they get to our website.

Example of content we are not looking for:

A beauty shot of Trillium Lake in the summer gets 3k likes and a big uptick in follows for the month. Not only do the likes have little meaning to us, promoting well known, overburdened attractions runs counter to our strategic outcomes.

Example of content we are looking for

A post linking to a mthoodterritory.com article about lesser-known hikes results in 2800 post link clicks, a low cost-per-click, and users are spending at least one minute on the landing page.

**Social Media Channels**

**Facebook @mthoodterritory\_**

172k followers | 14+ million annual impressions | 440k+ annual engagements

**Instagram @mthoodterritory**

## EXHIBIT A

63k+ followers | 3.1+ million annual impressions

Historically paid efforts have not performed as well on this channel compared to Facebook

### Youtube @mthoodterritory

1.3k subscribers | 600k+ annual views

### 3.3. SCOPE OF WORK

3.3.1. **Scope:** The scope of work will include, but is not be limited to:

#### Strategy/Research

- Establish an effective, data-informed paid social media strategy on Facebook, Instagram and YouTube (posts, Stories, Reels, Shorts and other in-channel ad opportunities).
- Set goals for paid social in collaboration with the marketing team.

#### Ads Management

- Create, place and monitor seasonal ads, ad campaigns and boosted posts on Facebook, Instagram and YouTube (ads/campaign length varies depending on goals/content).
  - Approximately 5-10 ads per month
- Build a variety of ad types, including video, carousel, static etc.
  - Advise marketing staff on the best ad types and placements for each topic prior to asset gathering
- Get monthly approval on paid posts/campaigns (including creative, audience groups etc.) from designated marketing staff.
  - Agency to share draft ads with marketing staff using some type of SaaS (Google Drive, Dropbox etc.).
  - Marketing team to provide messaging guidance, topics and assets via the same platform.
- Review and optimize ads on a daily basis.
  - This includes targeting and refining audiences and budgets based on performance data, running A/B tests etc.
- Build target audience groups based on input from marketing team
  - Some messages with target local audiences, others will target audiences 50+ miles away
    - Typical geographic markets include Oregon, Washington, California and Vancouver, BC. (CCT considers it a drive market.)
    - CCT may suggest other geographic markets based on the ad topic's relationship to Datafy's (or other database) information about clusters and points of interest within the destination.
  - Employ first-party data to create target audiences. For example, CCT can provide mobile ad ID (MAID) information from Datafy.
  - CCT is interested in reaching traditionally underserved communities, including neurodiverse, BIPOC, AAPI and LGBTQIA+ audiences, as well as potential or returning visitors who value regenerative tourism and sustainability.

#### Content Creation

- Design graphics, as needed.
  - CCT will provide the brand style guide.
- Design GIFs, as needed.
- Reformat social media assets.
  - Resize and adjust existing creative assets for use in social media campaigns.

## EXHIBIT A

- Write social media captions based on messaging input from marketing team

### Analysis/Reporting

- Provide monthly insights reporting.
  - CCT will measure success with metrics including cost-per-click, conversion rates, landing page views, and link clicks.
  - Will also need to track impressions, engagements, video views/ completions for departmental reporting.
  - Include a qualitative narrative section for each campaign/season with key takeaways.
- Must have working knowledge of GA4 to track performance; ensure social campaigns that are generating web traffic move the needle via engagement times, events and conversions.
- Ensure a mutual exchange of data interpretation learning and optimization practices between the vendor and marketing team.

### Project Management

- One point of contact for questions and issues.
- Annual kick-off meeting at the beginning of each fiscal year in July to determine annual paid social strategy with CCT to ensure all work remains within budget.
- Organize and attend monthly meetings with the marketing team.
  - The purpose of these meetings is to review prior month's performance, plan ahead, identify/update priority messages etc. Send staff monthly written reports outlining/recapping discussions, actions and results.
- Agency pays for ads and bills CCT. Submission of all invoices and receipts will be via email to [amber@mthoodterritory.com](mailto:amber@mthoodterritory.com).

### Trainings

- Provide two virtual or in-person paid social ad training to CCT partners and staff, either one-on-one or in a group as needed and identified by CCT staff.

### CCT to provide

- Ads access to accounts
- Brand style guide
- Approval on creative
- Images/assets

Shareable calendar with priorities, goals, messaging direction

### **3.3.2. Work Schedule:**

#### **Fall 2024 Process**

**Early July** | Kick off call for the teams to meet, discuss strategy and set goals/expectations/meeting schedule etc.

**Mid-July** | Review and discuss seasonal and evergreen priorities with marketing team

*Agency advises on ad formats for identified topics*

**Early August** | Marketing team sends agency shareable document with topics, messaging guidance, run dates, assets etc.

## EXHIBIT A

**Mid/late August** | Agency creates draft ads/ad campaigns, sends to marketing team for review/approval

*Two rounds of revisions; one week turnaround*

**Early September** | Final approval from CCT due to agency

**Mid-October** | Agency launches fall ads/ad campaigns

**Ongoing throughout season** | Agency handles monitoring, tracking and reporting of ad performance out to CCT

### Typical timeline for starting planning/creative process:

- **Spring season:** Early/mid-January
- **Summer season:** Early/mid-April
- **Fall season:** Early/mid-July
- **Winter season:** Early/mid-October

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2029**.

**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 Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- 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.
- 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.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**EXHIBIT A**

- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

**EXHIBIT A**

**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**

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

**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.

## EXHIBIT A

### 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/clackamascountry/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.
- Description of providing similar services to public entities of similar size within the past five (5) 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

- What is your process for goal setting?
- What kind of platform or SaaS do you use for sharing drafts and collecting client feedback?
- How will you pivot when an ad or ad campaign isn't performing?
- How do you ensure ad spend efficiency and budget management?
- Can you provide an example of a situation where you provided strategic advice to a client that resulted in improved campaign performance?
- How do you approach targeting and audience segmentation to maximize campaign effectiveness?

#### 5.4. Fees

Provide a Fee Schedule. Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

#### 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



## **EXHIBIT A**

not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

### **5.6. Completed Proposal Certification (see the below form)**

EXHIBIT A

**PROPOSAL CERTIFICATION**  
**RFP #2024-24**

Submitted by: \_\_\_\_\_  
**(Must be entity’s full legal name, and State of Formation)**

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 extend economically feasible in the performance of the contract work set forth in this RFP.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_

**EXHIBIT B**  
**VENDOR PROPOSAL**

# Social Media Advertising Management for Clackamas County Tourism (RFP #2024-24)

4.25.2024

*RFP Response Prepared for:*

**Stephanie Ebner**  
sebner@clackamas.us

PREPARED BY:

**FISH**

MARKETING + STRATEGY

# Welcome to Fish Marketing.



## Who We Are

**We are a full-service, strategic, data-driven agency with a single-minded focus: getting results for our clients.**

Fish Marketing is a full-service, digital-forward agency with over 20 years of experience working with lifestyle, tourism, hospitality, and outdoor sports brands. We offer a comprehensive suite of services, including building and executing multi-channel marketing strategies, research and analytics, digital development, and media buying. Our full-service model allows us to offer clients superior strategic insights even on projects with a singular focus because we deeply understand how creative, media, and online behavior work together in the big picture.



Strategy & Brand



Advertising



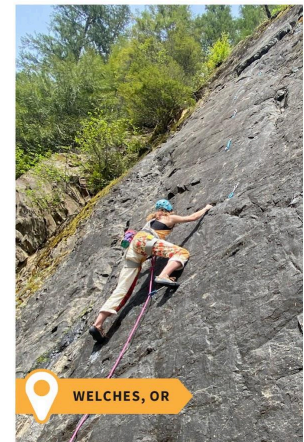
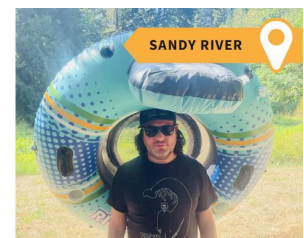
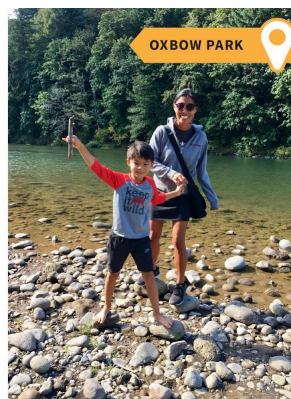
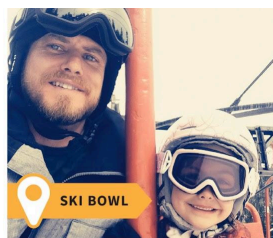
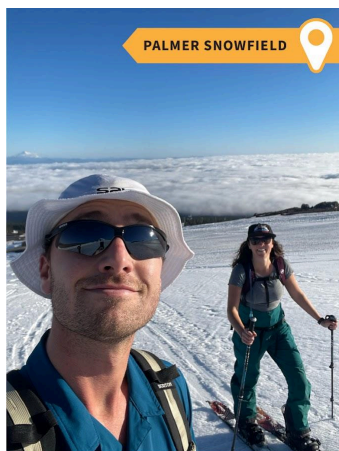
Digital Development



Audience Delivery

More importantly, as it applies to Clackamas County Tourism, we're an agency founded on outdoor sports clients; our staff is made up of snowboarders, skiers, nature lovers, hikers, and world travelers who know and love everything Clackamas County has to offer. We've skied the Alpine Trail from Timberline to Summit. We've hiked the shores of the Sandy River and floated lazily in the cool water. We finally spotted Bigfoot and can confirm he is in Boring.

We love this place as much as you do, and we know all the benefits of exploring the best places in the Pacific Northwest; the benefits to mind, body, and spirit. It's important to us that our clients align with our values, and helping to draw more people to the beauty and inspiration of Oregon's Mount Hood Territory would be an honor and privilege.



## The Fish Team

For this project, you will primarily work with the following team:



### **Nate Parr, President**

Nate oversees client strategy for all clients, leading the Brand Direction team. Throughout his 20 years at Fish, he has worked with clients in virtually every industry, with an emphasis on ski resorts, tourism, and hospitality. Nate has worked with both Timberline and Skibowl since helping to launch the Fusion Pass in 2006. If we were to work with CCT, Nate would help set the overall strategy, collaborate with upper management, and implement strategic deliverables and major milestones. When Nate's in Clackamas County, his favorite activity is eating tacos at the Phlox Point Cabin at Timberline.

→ [LinkedIn Profile](#)



### **Nick Niebes, Brand Manager**

Over the past 9 years, Nick has racked up an impressive list of tourism, lifestyle, and outdoor clients spanning mountain towns and coastal communities. He worked closely with the regional DMOs in Lake Tahoe and Gunnison Crested Butte to generate overnight stays and create responsible travel campaigns that moved the needle. If awarded this project, Nick would be your designated account manager, dedicated to CCT's success. Nick's favorite spot in Clackamas County is Skyway Bar & Grill—it's a must-stop after any grand outdoor adventure!

→ [LinkedIn Profile](#)



### **Angela Tait, Media Director**

Born and raised in Clackamas County, Angela has been a media director/planner/buyer for over two decades, servicing clients across a variety of industries—from large national brands like Subaru, to state agencies such as ODOT, to small local retailers like Farmington Gardens. Fluent in both traditional and digital channels, Angela would work with the Digital Director to set budgets, plan media strategies and report on campaign performance. Angela's ideal Clackamas County adventure is snowshoeing Summit Trail.

→ [LinkedIn Profile](#)



### **John Robles, Digital Marketing Director**

John has worked in marketing for nearly two decades and has specialized in digital marketing for over 10 years. He oversees digital strategy for our clients. He's worked with clients like Lululemon, Live Nation, Bob's Redmill, and Keen. At Fish, John has worked with Subaru, Mt. Hood Fusion Pass, Indy Pass, Lucky Eagle, Hallmark Resorts, and more. John would lead the digital team in executing all paid social efforts for CCT. John's favorite Mt. Hood Territory activity is floating down the Sandy River on a warm, sunny day.

→ [LinkedIn Profile](#)



### **Courtenay Hameister, Creative Director**

Courtenay brings over 20 years of experience to Fish—including copywriting for clients like Travel Oregon, Travel Portland, Disney, Nike, and Levi's. At Fish, she's written for Hallmark Resorts, Fusion Pass, and the State of Oregon among others. Her ideal morning in Clackamas County would be spent at the Wooden Shoe Tulip Farm when no one has arrived yet and you can get stunning landscape shots.

→ [LinkedIn Profile](#)



### **Meghan Verhey, Art Director**

Meghan grew up in the Midwest and brings over 15 years of creative experience to Fish. Passionate about developing beautiful brands and helping them visually tell their stories, Meghan ran a creative firm and worked with a wide range of clients from breweries to city governments like the City of Tigard, Beaverton and Battle Ground. At Fish, she's worked with Indy Pass, Snowvana, Hallmark, Skyline and more. Her favorite Clackamas County adventure was discovering the truth about Bigfoot.

→ [LinkedIn Profile](#)



### **Susan Beall, Director of Operations**

Susan brings over 20 years of senior/director-level marketing experience to Fish, both in-house and in the agency world. At Fish, she works closely with the Brand Team to ensure the accuracy of budgets and timelines, and is responsible for resourcing our full team when new projects come in. With her nature-loving son, she's likely hiked all the trails in Oxbow Park.

→ [LinkedIn Profile](#)



## Relevant Clients



## SIMILAR SERVICES, EXAMPLE #1: Hallmark Inns & Resorts

### About Hallmark Inns & Resorts

Hallmark Inns & Resorts is one of the largest independent lodging groups on the Oregon Coast. With four lodging properties, two restaurants, and a spa stretching from Cannon Beach to Newport, they've built a reputation for excellent customer service and beautiful beachfront locations since 1948. They attract families across Washington, Oregon, and an increasing number from Southern California.

### Our Role

As the agency of record for 8 years, we were responsible for crafting their entire marketing mix, including digital ad strategy, email marketing, website management, creative direction, and more.

When we began working with Hallmark, their primary challenge was filling beds during the shoulder seasons and on weeknights. After doing our research, we pitched and implemented a strategy illustrating that the Oregon Coast was an amazing destination no matter the season, with specific offers and reasons to visit during the shoulder seasons—reasons like cozy nights by the fire watching winter King Waves and the rare opportunity to have Haystack Rock all to yourself. The campaign’s goal was for the end-user to take action on the website—reservation, phone call, email opt-in, etc.

This strategy drastically reduced the “slow time” during shoulder seasons and midweek timeframes. Our digital campaigns included PPC, display, paid social ads, and custom landing pages. As part of the campaign, we created inspiring videos and imagery for paid social ads that evoked the unique experience of every beautiful month at the coast, shifting the majority of their media budget to the shoulder months.

Our video ad creative, in particular, helped reduce our cost per click by 20% and increased clicks to the site by 38%. This approach, combined with continuous campaign optimizations and reporting, led to significant results for Hallmark, including annual revenue increases of 3-10% every year since 2015.

## Work Samples

[View Hallmark Seasonal Paid Social](#)

### THE RESULTS: HALLMARK

#### Paid Digital (including Facebook, Instagram & YouTube) YOY 2022 vs. 2023

Despite a modest 7.98% increase in Paid Digital Spend, we achieved the following results:

- Paid Digital Revenue **INCREASED 48.44%**
- Paid Digital Transactions **INCREASED 27.06%**
- Paid Digital Conversion Rate **INCREASED 12.00%**
- Paid Social Click Through Rate (CTR) **INCREASED 38.09%**
- Paid Social Cost Per Click (CPC) **DECREASED 20.18%** while Link Clicks **INCREASED 47.58%**

## SIMILAR SERVICES, EXAMPLE #2: Indy Pass

### **About Indy Pass**

Created to bolster smaller, independent ski resorts and help them compete with large corporate resorts, Indy Pass provides two days of skiing/riding per season at each of their 200+ independent resorts in the US, Canada, Japan and Europe. The structure of Indy Pass resembles that of your typical destination marketing organization or trade association, as it's an alliance of many similarly sized ski areas with a shared goal of increasing visitation. Indy Pass' marketing power is an incentive for new resorts to join.

### **Our Role**

Indy Pass was created by Fish founder Doug Fish and our President, Nate Parr. The Fish team built the brand foundation and go-to-market strategy, including a robust digital advertising plan that has grown over the last 6 years.

For our digital advertising approach—a mix of paid social, YouTube, display, and search—Indy's budget was allocated based on the geographical makeup of current and prospective Indy Passholders. As we began to see which markets were returning the best CTRs and return on ad spend (ROAS), we shifted budgets to target the best-performing areas while continuing to test different ad variations and messaging in growing markets. Noting the seasonality of purchases and search volume, we weighted our budgets to the Fall/Winter months and strategized more specific sales campaigns during the off-season. This strategy significantly increased conversions and ROAS grew from \$6.70 in revenue from every \$1 spent on ads, to \$11.50. As Indy Pass constantly evolved, so have our campaigns. We consistently optimize our campaigns and fine-tune our approach to surpass Key Performance Indicators (KPIs) and business results.

Utilizing a data-driven, multi-pronged approach targeting the cost-conscious skier, we led Indy Pass to explosive growth. Now, Indy holds the title of "fastest-growing multi-mountain pass," shaking up the landscape for good.

### **Work Samples**

[View Indy Pass Paid Digital and Social](#)

## THE RESULTS: INDY PASS

### Sales

- Year 1-2: 880% growth in revenue
- Year 2-3: 64% growth in revenue
- Year 3-4: 33% growth in revenue
- Already delivered **5% YOY INCREASE** in pass sales for the 24/25 season and have yet to begin our fall and winter sales campaign
- **INCREASED** annual passholder retention from 50% to 60% between the previous 23/24 season and upcoming 24/25 season

### Paid Digital (Including Facebook, Instagram & YouTube) YOY 21/22 vs 22/23

Despite a 36.83% reduction in Paid Digital spending during the 22/23 year, we achieved the following results:

- Revenue from Paid Digital **INCREASED 109%** year over year
- Achieved revenue goal ahead of schedule, allowing us to turn off ads one month early and reducing ad spend
- Increased Paid Social link **CLICKS TO THE SITE BY 65.73%**
- Increased Paid Social impressions by **75.54% YOY**
- Reduced YouTube CPC by **28.86%**, and Cost per Mille (CPM) by **12.41%** while increasing CTR by **22.94%**

#### RECENT RESULTS

 **14:1 ROAS**  
**FOR SPRING PAID SOCIAL**

Our spring 24/25 pass sale heavily leveraged paid social. We spent \$31K in ad spend and earned \$308K in revenue for a 14:1 ROAS. While our primary goal was generating pass sales, our secondary was awareness. We earned 244K impressions with an average CPC of \$0.25.

## **SIMILAR SERVICES, EXAMPLE #3: Snowvana**

### **About Snowvana**

Snowvana, the Northwest's premier snow sports "get-stoked" festival, is the largest regional snow show of its kind. The fest includes snowsports manufacturers, ski passes, ski resorts, and companies who wish to be affiliated with the sport and lifestyle.

### **Our Role**

We've been Snowvana's agency partner since the beginning, leveraging our expertise in branding, digital and traditional advertising, and event promotion to help build this fresh new concept from the ground up.

In 2023, challenged with a new venue further away from the downtown core in addition to the uncertainty of consumer spending in a difficult economy, it was necessary to lean in heavily with a robust paid social media campaign to ensure Snowvana met its attendance goals for the year. We created and ran video, static, and search ads through Facebook, Instagram, YouTube, and Paid Search. Through creative, targeted messaging and landing page testing, we learned that by focusing our ads and budget on the ski swap portion of the event, we could drive more ticket sales and clicks to the site than with other messaging. In addition, we tightened up the geo-targeting to only the Portland Metro area. This knowledge, along with constant campaign optimization, helped us break the previous year's attendance records by 26% while at the same time increasing click-through rates, reducing their cost per click, and increasing paid social conversions by 74%.

Our work doesn't just end after the event. Every year we compile comprehensive post-event reports to inform our marketing strategy for the upcoming year including:

- Digital performance report
- Zip code analysis for future targeting (YOY attendees)
- Breakdown of new vs. returning attendees (YOY comparisons)
- Strategic recommendations

### **Work Samples**

[View Snowvana Paid Social](#)

## THE RESULTS: SNOWVANA

### Attendance

- **26% INCREASE** in YOY tickets sold, 2023 vs. 2022
- **20% INCREASE** in attendance for Friday (*historically the slowest night, and a key improvement area of our digital advertising*)

### Media

- Website conversions earned by digital advertising increased by **60% YOY** (*with a 10% increase in total media budget*)

### Social Media

- Increased Instagram following by **22% YOY**, earned over 1M impressions organically between August-November

### Paid Digital (including Facebook, Instagram & YouTube) YOY 2022 vs. 2023

Though we only increased the Paid Social/YouTube budget by 13.24%, we produced the following results:

- Paid Social Conversions **INCREASED 74.15%**
- Paid Social CPM **DECREASED by 11.79%**
- YouTube Clicks to Site **INCREASED 94.74%**, CTR **INCREASED 44.08%**, while CPC **DECREASED 33.31%**

## Our Ability to Execute the Proposed Scope

### Strategy/Research

As one of the Northwest's first agencies to dive into digital media, we've been creating data-informed strategies and paid social media campaigns since 2010. In the past decade, we have purchased over \$15 million in paid digital media.

As a data-driven agency, we couldn't function without hyper-specific KPI goals. See the goals section on page 15 to learn how we collaborate with clients to set (and reach) achievable goals.

## **Ads Management**

Please see our overviews for Hallmark, Indy Pass and Snowvana for our experience in creating, placing, and monitoring seasonal ads, ad campaigns, and boosted posts. We work very closely with our clients to ensure we've found the perfect ad type, placement and platform to help them reach their goals. (Please see the targeting and segmentation section on page 17 for more information on how we approach this.) We've done this work for dozens of clients over the years. Hallmark alone accounted for 15+ ad iterations (multiple sizes of video, carousel, static, and slideshow) over the Meta platform each month.

For ad approval, we utilize Google slide decks, ensuring each ad type and size is noted so the client can see that all iterations have been completed as well as offer feedback on copy, messaging and ad weight. We prefer Google Drive for asset sharing but have also worked with Dropbox and WeTransfer for larger files.

Once the ads are running, we review the stats daily and optimize the ads as needed. For A/B testing, we wait two weeks at minimum and a month maximum to gauge efficacy and pull the lower-performing ads. Many small shifts can be made in refining audiences and targeting without affecting the budget, but of course, if any optimization ideas affect the budget or move off an agreed-upon course, the client is immediately brought into the conversation.

For audience targeting, Fish uses the latest in targeting tech provided by Google and Meta Ads. Traditionally, we target a specific geographic area based on a state/city name, targeting radius, or list of zip codes. We narrow from there, targeting based on consumer portraits created with the client, breaking down the ideal target demographic by affinity interests, lifestyle info, age, and gender. This can include targeting down to a device level, utilizing Apple's advertising identifiers (IDFA), Android's advertising IDs, and a mixture of those with account-specific identifiers, e.g. Facebook accounts and Google accounts. This strategy, mixed with GPS data targeting, allows us to target groups down to highly specific portraits. We can also utilize remarketing to retarget ads to people who have previously visited your site. Leveraging these above-mentioned tools also allows us to reach traditionally underserved communities, such as neurodiverse communities, BIPOC, AAPI, and LGBTQIA+ audiences.

## **Content Creation**

Our creative team, which includes a creative director/writer, an art director with over 15 years of experience, and an accomplished production designer, has the capacity and the skill set to design any graphics you may require, including GIFs, as well as reformat and/or resize social media assets. With clients running multiple concurrent campaigns, they have become deeply familiar with standard Meta and OTT sizes and can easily pivot as quickly as our digital team requires. Additionally, they're adept and detail-oriented brand stewards who know their way around a brand guide, so you never have to worry about off-brand messaging or—perish the thought—a stretched logo sneaking into the mix.

## **Analysis/Reporting**

Fish's team provides monthly insight reports that measure the success of campaigns using a list of KPIs agreed upon by the client. These KPIs can include:

- Cost-per-click
- Conversions/conversion rates
- Landing page views
- Video views
- Link clicks
- Impressions and other requested statistics, depending on the campaign type.

These tracked data points are flexible and can change depending on campaign goals.

Fish has extensive experience working with Google Analytics (UA + GA4) to track site performance, including the use of proper UTM Tracking Modules (UTMs) in campaign URLs to organize site traffic and examine user activity based on campaign source (Facebook, Instagram, Google, etc). In addition to tracking ad performance through the respective interfaces like Google Ads and Meta Ad Manager, GA4 allows us to also track on-site activity, filtering down site traffic to key differentiators provided in UTMs to see deeper into campaign performance.

To ensure a mutual exchange of data interpretation, Fish provides easy-to-read reports at client-decided intervals. These reports explain performance and walk the reader through a narrative explanation of campaigns with graphics and copy that's easily decipherable. These reports will also include key takeaways and recommendations based on performance trends.

## **Account and Project Management**

Nick Niebes will be your dedicated account manager. While our entire team will be involved in Clackamas County Tourism's success as a client, Nick will run point day-to-day. Throughout this project, Fish will provide:

- Brand stewardship and strategic counsel
- Day-to-day management
- Monthly meeting setup and attendance with CCT covering campaign performance, CCT feedback, and Fish's recommendations on campaign shifts
- Meeting follow-up emails with action items and campaign reports attached
- Budget management and invoicing
- Project pacing

At Fish, we believe communication is the key to effective and efficient project management. We know your time is valuable, so we never over-communicate, but we know that a consistent, straightforward dialogue will ensure that there are never any surprises, scope creep, or missed opportunities.



## Training

We know it's important for our clients to have a sense of ownership regarding their campaigns, and having the ability to edit them on the fly adds a new layer of flexibility and timeliness that they wouldn't otherwise have. At Fish, we've not only created paid social campaigns since their inception, we've also trained dozens of staff members to create and optimize them over the years. We know each client is different, so we would create personalized training for CCT staff, complete with handouts so you can easily reference instructions after the fact. We'll even bring doughnuts. The good ones, from Joe's in Sandy.

## Why Choose Us?

1. **Digital marketing is in our DNA.** Fish was one of the first agencies in the Pacific Northwest to embrace digital and create a robust digital department. We knew from the beginning the power, flexibility, and reach of digital campaigns and we continue to be at the forefront of digital media buying and analytics.
2. **We're data-driven.** Recognizing the importance of data is key for a project like yours—understanding it on a deeper level, knowing which stats to pay attention to, and optimizing for improvements are the bedrock of any digital strategy.
3. **We have a proven track record.** We've successfully executed countless projects with a similar scope. More notably, we've delivered results for clients across numerous industries—hospitality, outdoor sports, and lifestyle, including many in our home state of Oregon.
4. **You'll have all the knowledge and experience of a full-service agency at your fingertips.** While we know you're looking for very specific services, it's helpful to know that you have an agency that deeply understands how creative, media, and online behavior work together in the big picture of the customer journey.
5. **We're your demographic.** As we mentioned in our "Who We Are" section, Fish is made up of staunch lovers of the Great Outdoors and card-carrying Oregon Explorers who have always been drawn to the beauty and authenticity of Clackamas County. Who better to help you draw more visitors to this wild and wonderful region of the Pacific Northwest?



## ■ Scope of Work: Questions for Fish

### → What is your process for goal setting?

As a data-driven agency, we'd recommend setting SMART goals that align with your organization's mission (Specific, Measurable, Achievable, Relevant, and Time-bound). Our goal-setting process is as follows:

**Step #1:** Review the historical and current performance of your social media campaigns, DMO/travel industry benchmarks, and the performance of top competitors' campaigns (if available) to help establish expectations.

**Step #2:** Work with your staff to identify the ideal target audience(s). Is the content appropriate for a broad audience or is it more narrow in scope?

**Step #3:** Evaluate market conditions that may impact the media buy, such as seasonality.

**Step #4:** Work alongside your staff to gain alignment on which goals matter the most to your organization, and decide on which metrics are best for gauging this success (i.e. CPM, CTR, conversion rates, time spent on site, etc.). Judging from your RFP, we understand that you'd like social media ads to result in an action on your website. Luckily, many "actions" a user can take are easy to track with GA4, and we have ample experience managing such conversions.

For example, if your overarching goal is to "generate more overnight visitation in Clackamas County," we might use hard data that correlates directly to our campaign to gauge the success of this goal:

- Increase the number of reservations earned from social media traffic on the *Book>Direct* website widget by 10% YOY.

Other specific goals might be:

- Increase the number of *Travel Planner* requests downloaded by social media traffic by 15% YOY>
- Increase the ROAS on all digital ads YOY by 5%, while reducing the CPC by 5% YOY.
- Increase the amount of outbound clicks to partner websites earned by social media traffic by 10%.

**Step #5:** Design a media buy and a content strategy to meet those goals!

**Step #6:** Judging by your campaign timelines, we'd recommend reporting on the progress of these goals/metrics on a quarterly and annual basis while staying attentive to changes in seasonality. This will help us understand how to optimize your campaigns for improved performance continuously. Our proposed fee structure includes a monthly optimization fee which allows us the time to check in regularly and make adjustments to optimize the campaign.

### → What kind of platform or SaaS do you use for sharing drafts and collecting client feedback?

We generally use Google slide decks for this, but have also used Dropbox and WeTransfer as clients require. We generally use Google Drive for asset storage and sharing. (please see Ads Management on page 12 for more details).

### → How will you pivot when an ad or ad campaign isn't performing?

We'd like to say we've never had an ad that didn't perform, but of course, when you're constantly innovating, you're going to have pieces of a campaign that don't perform as hoped. If an ad or campaign isn't performing, we review the entire consumer journey and ensure that it's fully optimized. To do that, we take the following steps:

1. Take a fresh look at every element of the creative, from the primary text copy to the length of the video to the landing page, to ensure they meet best practices.
2. Focus on keywords with high intent and pay attention to the best-performing match types.
3. Reevaluate our media strategy to ensure that we're advertising to all levels of the funnel, not just the lower part.
4. Experiment with ad variations to put our bid strategy to the test.
5. Brainstorm with Clackamas County's team for some landing page A/B testing to improve conversion rates on the website, making sure to isolate all changes to ensure we come away with clear, actionable results.

### → How do you ensure ad spend efficiency and budget management?

Several times each week, our team manually reviews every digital campaign to ensure that we're pacing accurately toward budgets. As discussed above, these pacing check-ins also include regular reviews of best practices on all campaigns and performance reviews to ensure that we're allocating budget to the ads that work best for your brand, e.g., allocating a higher budget to ad groups that drive more results within a campaign structure.

For campaigns where there is a probable spike in traffic at the end of the campaign, such as an event campaign ending on the weekend, affecting our budget limits, our team uses custom-written scripts that check every hour if the maximum budget has been reached. If our programs detect that spending has exceeded a certain amount, they will pause all ads to avoid overspending and immediately notify our ad manager.

## → Can you provide an example of a situation where you provided strategic advice to a client that resulted in improved campaign performance?

We continuously review performance data throughout campaigns to find opportunities for improvement, and last year we had an idea regarding how to improve Indy Pass' Return on Ad Spend. We analyzed the data by ROAS and broke it down by market. Their digital ad buys had previously been divided equally around the country, but with this new data, we established five high-performing markets with better conversion rates and brought that to the client's attention. We then adjusted the marketing plan and budget spend, delivering impressions that focused on the highest-performing markets and scaled back spending on the lower-performing markets. This increased their Return on Ad Spend by 58%.

Additionally, we recognized that year-over-year, 65-70% of sales happened 10 days before a pricing deadline, so we pivoted and talked to the client about allocating a large portion of the budget to that time. This approach resulted in an 8x return on ad spend, demonstrating the power of data-driven strategies, client collaboration, and a flexible digital team.

## → How do you approach targeting and audience segmentation to maximize campaign effectiveness?

Targeting and audience segmentation go hand in hand with goal setting. Once we establish the campaign's goal, we look at the actual targeting options within the platform to determine the estimated audience size. Standard targeting, such as location and demographics is often used, but additional options, such as interests, behavior, and affinity groups, are often available as well. Custom audiences for those with previous engagement may also be an option, as well as lookalike audiences to reach similar targets.

Once we've established what is available, we may segment out those groups and allocate budget according to priority and available impressions. For example, we may know that women under 35 are more likely to engage with specific content, but we don't want to exclude the broader audience, in which case we might layer on an additional ad group with a wider target audience with a separate budget. A/B testing is often used to see what groups are getting the most engagement. Targeting and budget allocation may be altered based on performance measured against our established KPIs.

## Fees

Given the multifaceted nature of your RFP, we’re proposing a monthly cost structure for specific services that will allow our agency to work with Clackamas County seamlessly throughout the year. This structure would include a monthly fee for “optimization and reporting” as well as “account/project management.” “Strategy/research” will be billed one time a year, but depending on the nature of your 4x seasonal campaigns, this could alternatively be split into biannually or quarterly fees. We’re happy to make adjustments to match your team’s workflow. Our fee structure is based on two parts to align with Clackamas County Tourism’s timeline.

### July 2024-June 2025 Fees: Clackamas County Tourism

SOCIAL MEDIA ADVERTISING MANAGEMENT	TIMING OF WORK	FEE
<ul style="list-style-type: none"> <li>Monthly Ad Management Fee is 12% of Advertising Spend (based on \$100K budget)</li> </ul>	Oct - June	\$9,000
<ul style="list-style-type: none"> <li>Strategy / Research</li> </ul>	Annually	\$2,500
<ul style="list-style-type: none"> <li>Campaign Optimization / Reporting</li> </ul>	Ongoing	\$4,500
<ul style="list-style-type: none"> <li>Account / Project Management</li> </ul>	Ongoing	\$12,000
<ul style="list-style-type: none"> <li>Trainings</li> </ul>	Bi-Annually	\$1,500
<ul style="list-style-type: none"> <li>Content Creation</li> </ul>	As needed	\$145 / hr
<b>YEAR 1: TOTAL ANNUAL BUDGET 24 - 25</b>		<b>\$29,500</b>

### July 2025 - June 2029 Annual Fees: Clackamas County Tourism

SOCIAL MEDIA ADVERTISING MANAGEMENT	TIMING	FEE
<ul style="list-style-type: none"> <li>Monthly Ad Management Fee is 12% of Advertising Spend (based on \$100K budget)</li> </ul>	July - June	\$12,000
<ul style="list-style-type: none"> <li>Strategy / Research</li> </ul>	Annually	\$2,500
<ul style="list-style-type: none"> <li>Campaign Optimization / Reporting</li> </ul>	Ongoing	\$6,000
<ul style="list-style-type: none"> <li>Account / Project Management</li> </ul>	Ongoing	\$12,000
<ul style="list-style-type: none"> <li>Trainings</li> </ul>	Bi-Annually	\$1,500
<ul style="list-style-type: none"> <li>Content Creation</li> </ul>	As needed	\$145 / hr
<b>SUBSEQUENT YEARS: TOTAL ANNUAL BUDGET (PER YEAR)</b>		<b>\$34,000</b>

## References

	Reference #1	Reference #2	Reference #3	Reference #4
<b>Company:</b>	Snowvana	Indy Pass	Hallmark Inns	Timberline Lodge
<b>Contact:</b>	Quinn McIntyre, Show Producer	Doug Fish, Founder, Head of Marketing	Ric Rabourn President & CEO	John Burton Director of Marketing & Public Affairs
<b>Address:</b>	3074 NW Valle Vista Terrace Portland OR 97210	21 10 Mile Dr, Granby, CO 80446	4000 Kruse Way Place,, Suite 210 Lake Oswego, OR 97035	27500 E Timberline Road, Government Camp, OR 97028
<b>Phone:</b>	484-678-2082	503-709-0111	503-343-2314	503-272-3345
<b>Email:</b>	quinn@snowvana.com	doug@indyskipass.com	Ric@hallmarkinns.com	JBurton@timberlinelodge.com
<b>Story:</b>	Fish has been Snowvana's partner agency since their inception in 2019.	Fish has been Indy's partner agency since inception in 2018.	Fish was the agency of record for over 8 years.	Fish helped launch the Fusion Pass in 2006 and has been their marketing partner since.

	Reference #5	Reference #6	Reference #7
<b>Company:</b>	Subaru	Mission Ridge	Mt. Hood Skibowl
<b>Contact:</b>	Mike D'Uva, Marketing, PDX Zone	Tony Hickok, Chief Marketing Officer	Karen Norton, Marketing & Corporate Sales
<b>Address:</b>	14510 N. Columbia Blvd Portland, OR 97203	7500 Mission Ridge Rd, Wenatchee, WA 98801	Mt Hood Skibowl 87000 E. Hwy 26 Government Camp, OR 97028
<b>Phone:</b>	908-309-4260	509-888-9404	503-789-6438
<b>Email:</b>	mduv@subaru.com	ahickok@missionridge.com	karen.norton@skibowl.com
<b>Story:</b>	Fish has worked with <a href="#">Subaru</a> across the Western Region since 2010, administering their ski resort partnerships and running campaigns to support each market.	Fish developed a new website for <a href="#">Mission Ridge</a> launching in October of 2023. Fish remains their agency of record for maintaining and updating their website.	Fish has worked with Skibowl since 2004, helping with marketing of the ski area, Collins Lake Resort, and the Mt. Hood Fusion Pass.

**PROPOSAL CERTIFICATION**

**RFP #2024-24**

Submitted by: Snowfish Inc., d.b.a. Fish Marketing, OR  
**(Must be entity's full legal name, and State of Formation)**

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: Nate Parr

Date: 4/25/2024

Signature: 

Title: President

Email: [nate@fish-marketing.com](mailto:nate@fish-marketing.com)

Telephone: 503-380-1700

Oregon Business Registry Number: 819801-96

OR CCB# (if applicable): NA

Business Designation (check one):

Corporation    Partnership    Sole Proprietorship    Non-Profit    Limited Liability Company

Resident Quarter, as defined in ORS 279A.120

Non-Resident Quote: Resident State:

Social Media Advertising Management