



March 20, 2025

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

Board of County Commissioners  
Clackamas County

**Approval of a Contract Amendment with Lawrence PR for media coverage promotion services. Amendment Value is \$232,000 for 4 years. Total Contract Value is \$290,000 for 5 years. Funding is through Transient Lodging Tax. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	N/A		
<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 , 3/3/25 Amanda Keller	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Lizzie Keenan	<b>Contact Person</b>	971-378-4006

**BACKGROUND:** Tourism works with Lawrence PR, a PR Agency, to collaborate with Tourism communications staff to extend the reach and media exposure to target audiences for identified priority messages. In a complicated and ever-changing media market place it is important to have a comprehensive understanding of trends and technology to ensure tourism’s priority messages reach receptive audiences. Utilizing a professional public relations agency under the direction of tourism staff provides more effective and efficient earned media coverage for Clackamas County by leveraging the agencies experience and networks to build awareness for the destination, tourism businesses and attractions in Clackamas County.

A competitive RFP process occurred in 2023 for this work and the contract was awarded to Lawrence PR, Inc for 1 year for \$58,000, with the option to renew for an additional four years for a total value of \$290,000. The Amendment represents both parties desire to exercise all four of the one-year renewals and unlock the additional value of the contract.

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

Respectfully submitted,

Lizzie Keenan  
Director of Tourism







**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #8711**

This Personal Services Contract (this “Contract”) is entered into between Lawrence PR, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Administration Department, Tourism Division.

**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, 2024**. This Contract may be renewed for four (4) additional one-year terms upon the mutual agreement of both parties
- 2. Scope of Work.** Contractor shall provide the following personal services: Public Relations Consulting (“Work”), further described in RFP 2023-57 attached and incorporated as **Exhibit A**, and **Contractor’s Response** attached and incorporated as **Exhibit B**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Fifty-Eight Thousand dollars (\$58,000), for accomplishing the Work required by this Contract. Consideration rates shall be paid on a fixed fee basis of \$4,000.00 dollars per month plus reimbursable expenses described in Exhibit B. County may, in its sole discretion, request Contractor perform the additional services described in Exhibit B. Consideration for the additional services shall be on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made 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: [annie@mthoodterritory.com](mailto:annie@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: Angie Galimanis Phone: 503-799-8091 Email: <a href="mailto:angie@lawrence-pr.com">angie@lawrence-pr.com</a>	County Administrator: Annie Austin Phone: 971-378-4008 Email: <a href="mailto:annie@mthoodterritory.com">annie@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.

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 Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. 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 30 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.

**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.

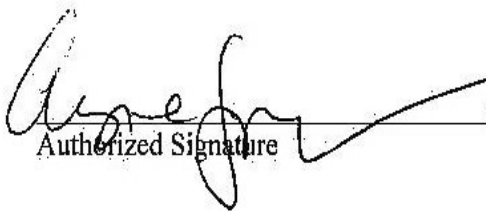
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. 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. 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.
- 29. 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.

Lawrence PR, Inc.

Clackamas County

  
Authorized Signature \_\_\_\_\_ Date 10/30/23

Samara  
Phelps

Digitally signed by  
Samara Phelps  
Date: 2023.11.27  
14:23:59 -08'00'

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Angie Galimani / owner  
Name / Title (Printed)

Title: Director

1005864-94  
Oregon Business Registry #

Approved as to Form:

DBC/OR  
Entity Type / State of Formation

Andrew  
Naylor

Digitally signed by  
Andrew Naylor  
Date: 2023.11.02  
06:15:31 -07'00'

County Counsel \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**RFP 2023-57**



**REQUEST FOR PROPOSALS #2023-57**

**FOR**

**PUBLIC RELATIONS FIRM SERVICES FOR CLACKAMAS COUNTY TOURISM**

**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**

**Thomas Candelario**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** August 23, 2023

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

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

## **SCHEDULE**

Request for Proposals Issued.....	July 24, 2023
Protest of Specifications Deadline.....	August 1, 2023 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	August 8, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	August 23, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals

Section 2 – Instructions to Proposers

Section 3 – Scope of Work

Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)



**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, August 23, 2023** (“Closing”), to provide **Public Relations Firm Services For Clackamas County Tourism**. No Proposals will be received or considered after that time.

**Location of RFP documents: OregonBuys**

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-000007617 .

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: Thomas Candelario, [tcandelario@clackamas.us](mailto:tcandelario@clackamas.us)

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

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

## SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

County will consider any protests received and:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide Public Relations Firm Services for Clackamas County Tourism.

**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 recognized Destination Organization of the County. Oregon's Mt. Hood Territory has its roots in a voter-approved ordinance passed in 1991 that established a 6% countywide transient room tax (TRT) dedicated to tourism promotion and development.

To oversee the work of Tourism, the TRT Ordinance created a 9-member Clackamas County Tourism Development Council (TDC). The members of the TDC are appointed by the Board of County Commissioners and are guided by a Commission-approved Master Plan. The Master Plan must address at least the following elements: tourism promotion, tourism development, conventions, visitor information services, special events and festivals, and the County Fair. The Master Plan may be revised from time-to-time. Implementation of the Master Plan is the responsibility of the TDC and is accomplished through the work of professional Tourism staff.

#### MISSION-

Enhance the quality of life for residents by optimizing the economic impacts of the tourism industry derived from the County's Transient Room Tax.

#### VISION-

Serve as the leading force to grow and sustain tourism in Clackamas County through effective and efficient marketing and asset development strategies, and by building strong partnerships with businesses, organizations, other governmental entities and citizens.

#### GUIDING PRINCIPLES-

- Leader in County and Regional Tourism Efforts
- Support Sustainable Tourism Practices
- Conduct Effective Marketing and Development of County Tourism Assets and Opportunities
- Focus on the Three Pillars of Clackamas County Tourism:
  - Outdoor Recreation
  - Agritourism
  - Cultural/Heritage Tourism
- Effective and Efficient Use of Public Resources
- Build and Strengthen Public and Private Partnerships

#### **Situation Overview:**

CCT seeks a PR firm to collaborate with PR communications staff to extend the reach and media exposure to target audiences for identified priority messages.

### 3.3. SCOPE OF WORK

#### 3.3.1. **Scope:**

The scope of work will include, but not be limited to:

##### Media Pitching

- Proactively pitch national, regional and local target media and respond to media inquiries, incorporating identified PR messages.
- Secure meetings between CCT staff and target media.
- Respond to media requests.
- Secure and send out creative media mailers as needed.
- Create and update a quarterly New + Notable media pitch sheet with CCT staff input.
- Create press releases for specific topics under the direction of CCT staff.
- Secure media interest and attendance at individual and group press trips with CCT input.

Note: Clackamas County Tourism (CCT) is especially interested in neurodiverse, BIPOC, AAPI and LGBTQIA+ authentic media perspectives highlighting the destination, as well as media who have resided or experienced the county as a local.

##### Media Deskside Tours and Events

- Research, select and strategically pitch appropriate and qualified outlets, freelancers and other media within each market. (Rationale for all media is required.)
- Coordinate scheduling, including calendar dates not to conflict with state and other partner DMO deskside tours and press hosting schedules.
- Schedule media appointments and arrange all details for each deskside tour/event; provide a trip itinerary schedule and media briefing book to CCT prior to each trip.
- Introduce CCT to media interested in Mt. Hood Territory, but unable to attend in-person meeting appointments.
- Follow up with the media after deskside tours and events and send out thank you gifts when directed by CCT. (Items supplied by CCT.)
- Attend media events or deskside tours as directed by CCT and with the ability to solely represent Mt. Hood Territory (e.g. one dedicated representative).

##### Media Trip Coordination and Booking

Note: Selected Proposer is expected to pay for media hosting expenses up front and bill CCT later.

- Coordinate and book all CCT-related press trips. (Assistance will typically include coordinating with CCT on media itineraries and arranging flights, rental cars and lodging – hard costs estimated at \$20,000-30,000 set aside annually for PR hosting that are outside of the PR agency services budget). It also includes touring with/driving press when media request physical hosting, booking itinerary activities/ticketed events and coordinating with tourism partners.)

- Assist Travel Oregon and Region partners (Willamette Valley, Portland Region and Mt. Hood and the Columbia River Gorge) with Mt. Hood Territory elements of media trips, including itinerary suggestions and booking. Note: Knowledge of Travefy is helpful.

#### Crisis Communications

- Offer crisis communications suggestions to CCT staff as requested.
- Respond to media needs or provide proactive crisis communications outreach when identified by CCT.

#### PR Industry Liaison Work

- Attend Travel Oregon and other partner PR update calls/meetings on behalf of CCT. Take notes and report back relevant information and/or action items to CCT staff. Facilitate action items.
- Respond to industry callouts for “What’s New” or other PR-related updates with input from CCT staff.

#### Media Trainings

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

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

#### Account Management and Reporting

- Annual kick off meeting at the beginning of each fiscal year in July to determine annual PR strategy with CCT, including the balance of media pitching and/or media deskside tours and events to ensure all work remains within budget.
- Attend monthly CCT PR meetings with CCT staff. Identify/update desired PR messages. Send staff monthly meeting recap notes and action items.
- Track all resulting coverage and report to CCT on a monthly basis in a specific format to match CCT reports.

### **3.3.3. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2024** [with the option for four (4) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.]

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the



RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample 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.

**SECTION 4  
EVALUATION PROCEDURE**

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

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

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

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<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.

## 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

- Explain how you develop a pitch strategy.
- How do you determine media suited to the clients messaging needs?
- What is your approach to client collaboration and communications?
- Who will our team work most closely with?
- Who will be part of the team on our account, please provide professional bios for each person?
- What is your crisis communication experience?
- Describe relevant experience offering client and partner trainings

### 5.4. Fees

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 not be from County staff, but additional references may be supplied.

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

**PROPOSAL CERTIFICATION**  
**RFP #2023-57**

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 extent 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): \_\_\_\_\_

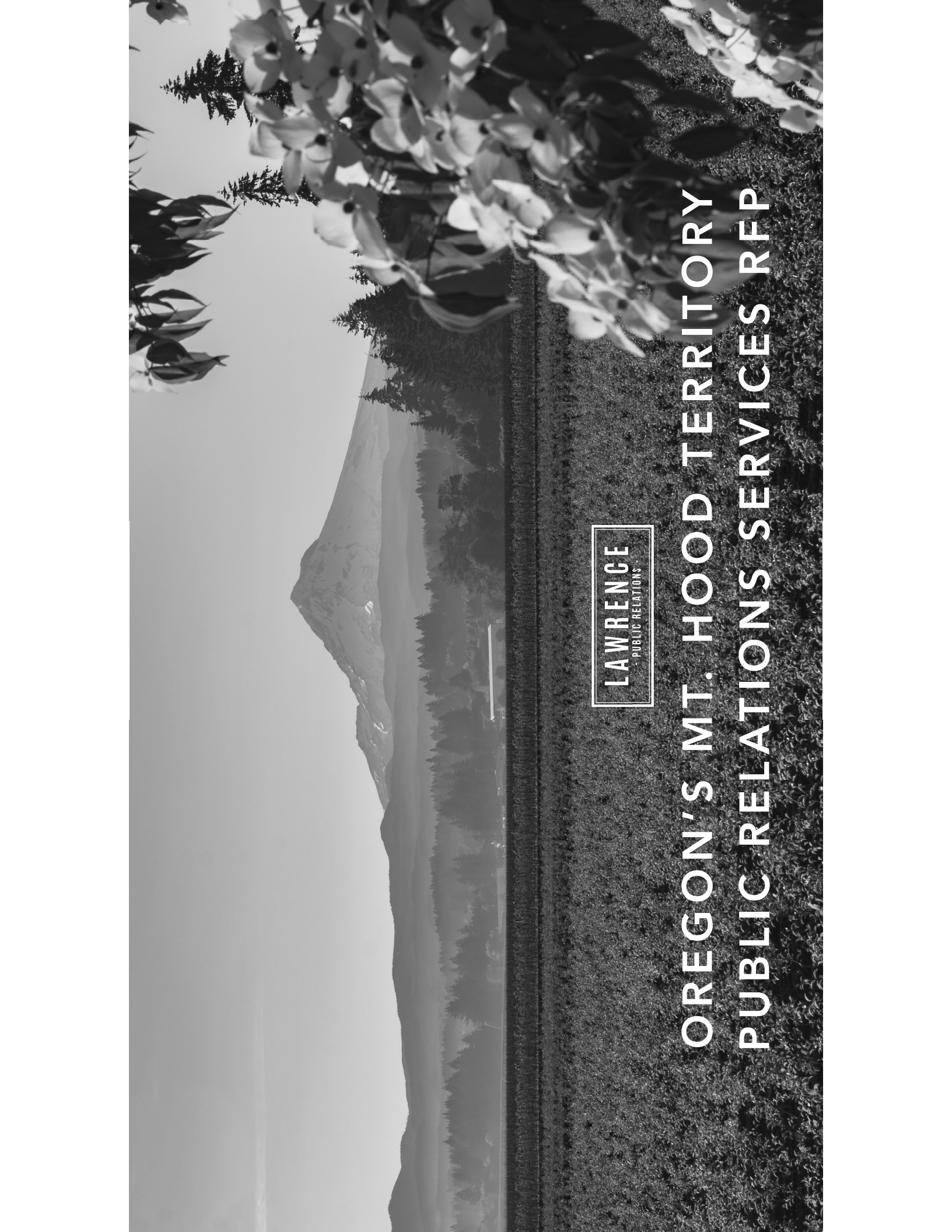
Business Designation (check one):

Corporation    Partnership    Sole Proprietorship    Non-Profit    Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

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

**EXHIBIT B**  
**CONTRACTOR'S RESPONSE**



# OREGON'S MT. HOOD TERRITORY PUBLIC RELATIONS SERVICES RFP



# About Lawrence PR

To say that the Pacific Northwest is a passion of Lawrence PR's is the understatement of the century. As Oregonians who have grown up and put down firm roots in the area, we could not feel more strongly about the region and all it has to offer. When Lawrence PR was founded nine years ago by native Angie Galimanis, she made the decision to only work with companies based here, locally.

Angie knew there were plenty of stories, companies and brands right here in the region that would not only fill her roster, but that would allow her to brag about the state she loves to her countless contacts around the country. As her team grew, she found that they felt the same way. The commitment to working locally remains the same today – we're all about the *Pacific Northwest*, all the time.

## Office Address

8 N State St. Lake Oswego, OR 97034

## Primary Contact

Angie Galimanis, President  
(503) 799-8091

# DESCRIPTION OF FIRM

LAWRENCE  
PUBLIC RELATIONS

Here's a snapshot of what it's like to work with Lawrence PR.

**Align with business goals**  
Collaborative with regular meetings  
**Senior-level strategy**  
Detailed research and results reporting

Immersed from the start

**Extension of your internal team**  
Clearly set processes and procedures  
**Creative quarterly and yearly planning**

Responsive

**Transparent on successes and challenges**  
Horizontally structured  
**Students of the media**

On strategy

Committed to quality

# DESCRIPTION OF FIRM

# Who will be part of your PR team



## **Angie Galimanis - President**

Angie Galimanis is the proud founder and president of Lawrence PR. Angie's role at the firm is simple - bring together a group of incredible people and help them shine.



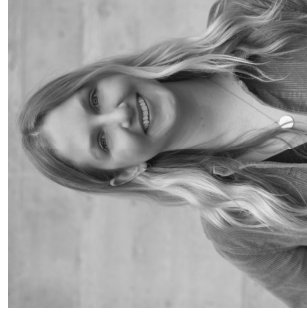
## **Jenica Villamor - Media Specialist**

A former broadcast journalist, Jenica has extensive knowledge of what makes a great story. She utilizes compelling storytelling, coordination and planning during her day to day at Lawrence PR.



## **Carlin Rasky - Account Lead**

Originally from Florida, Carlin has lived in Oregon for almost four years and has over seven years of experience working in the field of Public Relations across multiple industries.



## **Jane Wiley - Account Lead**

As a native Oregonian, Jane is well-versed in all things adventure in Oregon. She brings strategic insight and years of experience in the region to your account.

# KEY INDIVIDUAL EXPERIENCE

LAWRENCE  
PUBLIC RELATIONS

Our roster of esteemed current clients:



# CURRENT CLIENTS

# We already know - and love - OMHT!

Lawrence PR has been conducting media outreach on behalf of Oregon's Mt. Hood Territory (OMHT) in various capacities since 2014. LPR planned and coordinated desk sides with regional media in top markets, promoted the region as a must visit destination by placing signature stories in local, regional and national publications.

Our agency also facilitated FAM tours with media that focused on the region's cultural heritage, lodging, dining, drinking, shopping and outdoor recreational offerings.

Most recently and since the start of 2023, LPR has placed around 60 pieces of coverage and more than 129M+ impressions.

The collage features several media coverage screenshots:

- seattlerefinED**: "Alpine adventures: Part 3 of a soulful summer getaway to Oregon" by JILL DUNN, JULY 14, 2023. Includes a photo of a mountain landscape.
- KOHN 12K CREAMERY**: "Former Trump Strategist Steve Bannon" by NATIONAL SSIA, JULY 14, 2023. Includes a photo of cows in a milking parlor.
- KOHN 12K CREAMERY**: "Kohn Explores: Canby Creamery stirs up 'cowcol'". Includes a photo of a cow.
- Portland VACATION**: "36 Hours in Oregon City" by Michelle Miller, July 7, 2023. Includes a photo of a boat on a lake.
- Portland**: "Perfect Winter Road Trips for When You Need to Escape Portland" by CHRISSIE, PORTLAND • LIFESTYLE • THINGS TO DO. Includes a photo of a snowy mountain range.
- KOHN 12K CREAMERY**: "Alpine adventures: Part 3 of a soulful summer getaway to Oregon" by JILL DUNN, JULY 14, 2023. Includes a photo of a mountain landscape.
- FOX 12**: "NEW 9 TRISKELEE FARM TOURS START WEDNESDAY" by FORECAST, IN SOUTHEAST WASHINGTON STREET KILLED A MAN EARLY THIS MORNING. INVESTIGATORS DO NOT YET HAVE THE BULLS' EYE. Includes a photo of a group of people on a farm.

# PAST EXPERIENCE



# Eugene Cascades & Coast: Destination outreach.

Lawrence PR's engagement with Eugene Cascades & Coast started in January 2022. After seeing the positive results coming in through an existing partnership with the Willamette Valley Visitors Association, Eugene Cascades & Coast decided to hire Lawrence PR full-time.

Lawrence PR now serves as the public relations partner to Eugene Cascades & Coast, acting as an extension of the DMO's team.

With this new partnership, the agency is now able to dive even deeper into what's new within the region.

From general destination pitching and media visit itinerary ideation to initiative-specific outreach around regenerative travel, sporting events, outdoor recreation and more, Lawrence PR helps gain sustained traction for the region's new and noteworthy happenings.

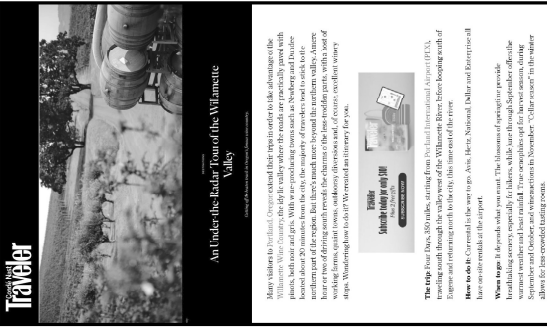
Since the partnership started, LPR has placed over 185 pieces of coverage and more than 900M+ impressions.



**Best New Hotel (2021)**

The top 10 winners in the category Best New Hotel are as follows:

1. Margaritaville Times Square - New York, NY
2. The Westin Denver International Airport - Denver, CO
3. Grand Hotel - Buenos, AR
4. Dutton Hotel - Birmingham, Michigan
5. Four Seasons New Orleans - New Orleans, LA
6. The Cordline Hotel - Miami, FL
7. Hyatt Centric Beale Street - Memphis, TN
8. Courtyard by Hilton San Antonio Riverwalk - San Antonio, TX
9. Hilton Garden Inn - Atlanta, GA
10. Sibley Hotel in New York - Chicago, IL



**Traveler**

An Under-the-Radar Point of the Willamette Valley

Many visitors to Willamette Valley expect to find vineyards in the area, but the scenic views of the Willamette Valley are also a major attraction. The valley is home to some of the most beautiful vineyards in the Pacific Northwest, and it's a great place to visit for wine lovers. The valley is also home to some of the most beautiful scenery in the Pacific Northwest, and it's a great place to visit for nature lovers. The valley is also home to some of the most beautiful scenery in the Pacific Northwest, and it's a great place to visit for nature lovers.



**marin living**

Oregon's Wine Country Is Calling Your Name

Where to Stay

The Setting Inn Napa Valley is opening a sister hotel in the Willamette Valley, The Setting Inn Willamette Valley (from \$220 a night), in mid-May. Set on a hillside overlooking the Chehalis Mountains' patchwork of vineyards and farms, the upscale bed-and-breakfast will have just eight guest rooms — if you can, book the light-filled corner room with a four-poster bed and a Juliet balcony. Breakfast, delivered directly to guest rooms in wooden boxes each morning, consists of

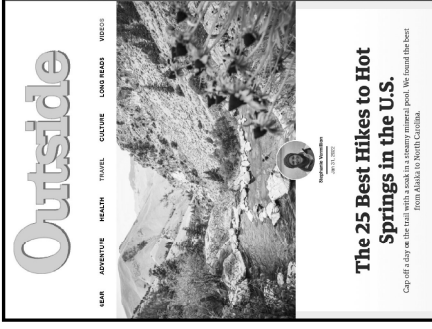


**Outside**

The Most Beautiful Fall Foliage Within Driving Distance of Portland

As socially distanced fun gets.

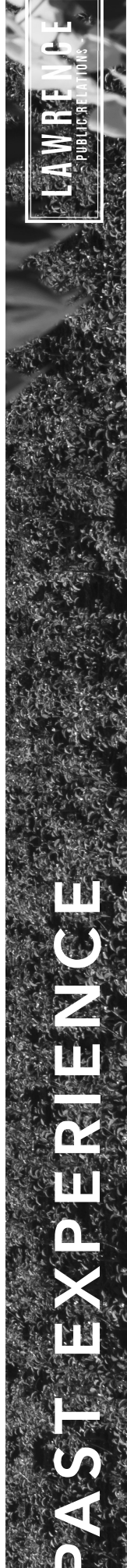
Published on 10/13/2020 at 5:00 PM



**Outside**

The 25 Best Hikes to Hot Springs in the U.S.

Cap off a day on the trail with a soak in a steaming mineral pool. We found the best from Alaska to North Carolina.



**LAWRENCE**  
PUBLIC RELATIONS





# What sets Lawrence PR apart.

INDEPENDENT,  
NIMBLE, BOUTIQUE

**30+  
YEARS**

PROVEN EXPERIENCE  
& MEDIA EXPERTISE

willful...

BUSINESS-DRIVEN  
APPROACH

PUBLIC RELATIONS-  
FOCUS

**FUELED BY  
STRATEGY**

entrepreneurial...

**LOCAL  
PRESENCE...**



**... NATIONAL  
REACH**

outsoken...

**POWERFUL  
RELATIONSHIPS**

HOSPITALITY

FOOD/BEVERAGE

LIFESTYLE

RETAIL

CONSUMER

BUSINESS

with a little fun  
along the way.

# WHAT MAKES US DIFFERENT

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# How we develop a pitch:

Our approach at Lawrence PR is getting results. Plain and simple.

Our account manager will work with the Oregon Mt. Hood Territory (OMHT) team to identify and solidify compelling pitch angles based on the region's editorial calendar, including marquee events, launches or openings, timely hooks and more. We will create a press kit fueled by strategy and LPR's knowledge of hospitality and travel. The agency will also maintain media lists with comprehensive contact information, as well as outreach notes.

Everyone knows Mt. Hood as one of the top skiing destinations in the Pacific Northwest, but they may not know about all the other amazing outdoor recreation, including biking, rafting, fishing, golfing hiking and so much more!

The region also works to incorporate principles of sustainable tourism and offers access to amazing farms and wineries, culinary adventure and Oregon heritage. Enter Lawrence PR! Our pitch strategy would include digging in with the OMHT team to find those amazing makers, attractions, outfitters and leaders who are making the Mt. Hood region a place for everyone, regardless of their interest in snow sports.

## OUR PITCH STRATEGY

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# Identifying target audiences.



Drive Markets



Fly Markets

HOW WE TARGET MEDIA

# Local, regional and national awareness.

Along with the Oregon Mt. Hood Territory (OMHT) team, LPR will identify top-tier media including lifestyle, consumer, travel and more, to share news out of the region. LPR will conduct consistent proactive outreach to these local, regional and national media contacts to secure meaningful coverage for the client. The agency will also respond to reporter callouts and reactive media requests.

Some example coverage angles include:

- Sample itineraries drawing back to priority initiatives including, the best outdoor recreation destination for fishing, rafting, hiking, biking and more! Agritourism, cultural and heritage tourism, friendly travel, snow sports, festivals, culinary, etc.
- Feature the region's unique and diverse makers, artisans, growers/farmers, outfitters, etc.
- Highlight ways in which the region is supporting sustainable tourism
- New and important partnerships within the region and community

LPR will invite local, regional and national media to experience the city firsthand for visits, coordinating one-on-one time with OMHT key spokespeople, allowing them to interact with the media and share the region's story.

**TRAVEL+**  
**LEISURE**

**KGW8**

Condé Nast  
**Traveler**

**KATU 2**  
On Your Side

**USA**  
**TODAY**

**The Oregonian**

## TARGETING MEDIA

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# Getting media to the region.

LPR will vet and invite approved freelance and publication-specific media to Oregon's Mt. Hood Territory (OMHT). There, the media can experience the wonders of the region firsthand.

We will schedule, coordinate and facilitate individual and group FAM visits for top-tier local, regional and national media.

We will work with OMHT to personalize the experience for each individual.

LPR will always make sure that activities/interviews suit both the media's story angle, as well as the region's priorities, which we will connect on during monthly meetings.

**Forbes**

**PortlandTribune**

**via**

**HUFFPOST**

**lonely planet**

**Outside**

**Sunset**

**TARGETING MEDIA**

**LAWRENCE**  
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# Account services are at the core of any successful PR program.

**Day to Day Availability:** LPR Account Leads will be available Monday through Friday during business hours to answer questions, give updates, provide strategic insight via email or phone.

**Annual Kick-Off Meetings:** Annual kick off meeting at the beginning of each fiscal year in July to determine annual PR strategy with the client.

**Monthly Meetings:** LPR will attend monthly Oregon Mt. Hood Territory (OMHT) meetings providing an in-depth agenda, which accounts for all current priority initiatives, recent coverage and upcoming projects. Meetings conclude with a recap of notes. Our goal is to be an extension of your internal PR team, serving as an agile partner.

**Reports and recaps:** LPR will collect and craft monthly, quarterly and yearly PR reports and coverage recaps with analytics for OMHT to report back to their team and board members.

## CLIENT COLLABORATION

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# Meet Carlin, your Account Manager



Carlin Rasky, originally from Tallahassee, moved to Oregon in November 2019. She had impressed the LPR team so much during her interview that she started at the agency her second week in Portland. With more than seven years of experience in the public relations industry, Carlin is an avid and accomplished writer, as well as media and communications specialist.

At Lawrence PR, she oversees assigned client accounts, managing timelines and budgets of PR campaigns resulting in an impressive amount of coverage that clients enjoy. She is focused and determined, able to do two sometimes ten things at once. For Oregon's Mt Hood Territory, Carlin will utilize her media connections, relationships that she holds all over Oregon and across the country to garner coverage for the organization. She is determined, organized and a force to be reckoned with.

**YOUR TEAM**

**LAWRENCE**  
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# Crisis Communications

Effectively communicating with the media is a must for any company or non-profit. These communication skills are even more imperative in the event of a crisis.

Lawrence PR founder and president Angie Galimanis has practiced crisis management for more than 25 years. Starting her career as a journalist, Galimanis is able to anticipate the tough questions that can challenge a company and its image during trying times. She, along with the LPR team, are able to help companies, brands and destinations learn how best to deal with the media before, during and after a crisis as she guides them through tips, tricks and best practices.

LPR also offers comprehensive Crisis Communication Plans that cover everything the region will need in preparation for a crisis including development of a crisis communications team, defining risk areas and training the team on how to function in the event of a crisis. *\*\*Crisis Communications Plans are to be billed separately from the overall PR budget*

Regardless, as your partner, LPR will be there every step of the way in the event of a crisis, managing the communications before, during and after to ensure accurate messaging is getting to the appropriate audiences.

CRISIS PLAN

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# What else you can expect.

**Strategic Counsel:** LPR will help to identify local brands and events for Oregon's Mt Hood Territory (OMHT) to partner with or attend. Also, LPR can attend conferences on behalf of OMHT, for example, IMM, ODA, Travel & Words etc.

**PR Industry Liaison Work:** LPR works closely with tourism discussions throughout the region. We will work to encourage media visits through existing LPR and Travel Oregon itineraries, as well as attend meetings, speak on behalf of the region (when needed), and take notes. We will also facilitate action and respond to all call-outs.

**Media Training:** LPR will provide in-depth media trainings for OMHT personnel and partners, when needed. Many of our team members are former journalists and broadcast anchors, so they know what the media is looking for... because they *were* the media!

CLIENT AND PARTNER TRAININGS

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# Proposed PR hours and budget.

Public Relations	Sept	Oct	Nov	Ongoing...
<b>Monthly Hours</b>	21	21	21	21
<b>Monthly Budget</b>	\$4,000	\$4,000	\$4,000	\$4,000
<b>Media Trip Coordination</b>	Hard costs estimated at \$20,000-30,000 set aside annually for PR hosting			

We bill our clients monthly with the net due in 15 days.  
 Out-of-pocket costs, including media mailers, travel, etc. to be billed separately.

**This includes the following each month:**

- Creating and finalizing key messages and content for media, outreach and events
- Assisting in creating media-friendly pitches and itineraries for outreach
- Developing media lists for targeted markets and initiatives
- Pitching FAM tours and one-off visits to the region
- Placing 5 - 7 stories in strategic publications/markets
- Distributing press releases, as appropriate
- Reporting coverage on a bi-weekly basis
- Producing campaign-specific and timely recaps

# FEES AND HOURS



# References.

Stephen Hoshaw, Senior Director of Tourism Marketing for Travel Lane County (2022 - present)



541-543-0187



Stephen@eugene Cascadescoast.org

Dawnielle Tehama, Executive Director for Willamette Valley Visitors Association (2016 - present)



503-559-8720



dawnielle@willamettevalley.org

Karolina Lavagnino, Director of Sales and Marketing for Neuman Hotel Group (2018 - present)



503-559-8720



Karolina.Lavagnino@neumanhotelgroup.com

REFERENCES

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THANK YOU!

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### ***Lawrence PR Proposal Clarifying Questions.***

*Lawrence PR currently represents destination organizations responsible for promoting Mt. Hood Territory, either as part of the state (Travel Oregon) or the specific valley portion of the destination (Willamette Valley), as well as many of its destination partners – Tualatin Valley, Visit Corvallis, Eugene, Cascades and Coast, Explore Lincoln City and Discover Klamath.*

**Question:** *How will Lawrence PR provide Mt. Hood Territory communication and transparency for Mt. Hood Territory to ensure it continues to benefit from Travel Oregon and Willamette Valley promotion and that the publicity it receives through a separate contract with Lawrence PR is additional work?*

Thank you for asking this question!

As it relates to Oregon's Mt. Hood Territory, we are utilizing your designated budget to pitch stories specific to your region. Our work with Willamette Valley and Travel Oregon is separate from our work with Oregon's Mt. Hood Territory.

We carefully consider our work with each client separately, even if they occasionally overlap with other clients around geography, offerings or seasonal themes. While it's true that we work with multiple regions, each has a different set of objectives and goals that become our singular focus for each particular client. That said, each client is serviced separately.

When I opened Lawrence PR almost 10 years ago, I did it with the intention of only working with companies, brands, destinations and municipalities based in Oregon. I did it for a number of reasons, but mainly because I love this state. About 4 years ago, we decided to focus solely on travel/tourism, food/beverage and all things hospitality. While we do represent a number of destinations, we are generalists, in that we work with resorts, hotels, restaurants, wineries, breweries, farms and markets. As a result of our focus on travel/tourism, we have developed incredible relationships with local, regional and national media, all who trust us and produce amazing stories for our clients. None of our clients are at a disadvantage because we work specifically in travel/tourism. In fact, it's quite the opposite given our depth of media relationships.

In our 8 years with Oregon's Mt. Hood Territory, we have worked closely with the team to determine storytelling pillars, then assign goals and objectives, of which we achieve and often surpass year over year.

Our scopes of work with Tualatin Valley, Willamette Valley and Travel Oregon also have their own set of goals and objectives. We are extraordinarily transparent with each and every one of our clients when it comes to story opportunities. Sometimes, we are able to bring media through our clients' regions that are part of larger assignments for Willamette Valley or Travel

Oregon, but only when it fits in with those clients' (TO and WVVA) objectives. When that happens, you are not billed for that time.

Lastly, when we are booking a trip on behalf of Travel Oregon or Willamette Valley, we are very transparent with your team to make sure they understand where that visit is coming from. We do this with all of the regions we pitch on behalf of Travel Oregon or Willamette Valley.

**Question:** *How will Lawrence PR demonstrate that the media opportunities it secures for Mt. Hood Territory are not reduced (e.g., media trip length) or diluted (e.g., story presence) by other destination partners Lawrence PR represents?*

Overall, the majority of the work we have done for you has been spent pitching Oregon's Mt. Hood Territory as a standalone destination, highlighting all of the amazing opportunities that exist for visitors.

I hope the team will be able to share the fact that we have been 100% focused on the goals for the destination and are able to garner more coverage than is expected. I can't think of one circumstance where we've ever diluted a client's story presence as a result of having multiple regions involved in a placement.

That said, we offer this context around understanding how media visits come into development – as you might imagine, visitors and media don't see regional and county lines like industry insiders do. Often a reporter coming in for a visit to one of our destinations or resorts will also be interested in visiting one (or several) other resorts, destinations, restaurants - while they're in-state. Those inclusions never dilute a story, but rather increase coverage. We facilitated those sorts of requests on behalf of Oregon's Mt. Hood Territory long before we were working on behalf of other regions.

Lastly, the coverage that results from a larger pitch made on behalf of Travel Oregon or Willamette Valley represents a very small percentage of the overall coverage we garner for you on a regular basis. As I mentioned before, we are very transparent with our clients and let them know if the trip or media is on assignment for Travel Oregon or Willamette Valley. Those media trips only enhance your coverage, as they would regardless of the firm who was managing those accounts. They don't in any way replace or dilute the day to day work we're doing on your behalf.

*Your proposal indicates 21 monthly work hours (excluding crisis communications needs), which includes the following tasks and deliverables:*

- *creating and finalizing key messages and content for media, outreach and events;*
- *assisting in creating media-friendly pitches and itineraries for outreach;*
- *developing media lists for targeted markets and initiatives;*
- *pitching FAM tours and one-off visits to the region;*
- *placing 5–7 stories in strategic publications/markets;*
- *distributing press releases, as appropriate;*

- *reporting coverage on a bi-weekly basis;*
- *and producing campaign-specific and timely recaps.*

**Question:** *Do the 21 hours a month cover the other tasks and deliverables outlined in the RFP:*

- *responding to reactive media requests;*
- *end-to-end FAM/media trip coordination with media and tourism partners;*
- *attending agreed-upon conferences;*
- *PR industry liaison work (e.g., attending Travel Oregon's quarterly TOPRAT meeting, estimated at two hours per meeting);*
- *and Mt. Hood Territory partner media training?*

Absolutely. After reviewing your RFP's list of tasks and deliverables, we feel confident we can be very successful within the 21-hour-per-month budget. That said, if we go over hours in an effort to hit objectives, we never bill those additional hours to the client. Those are written off internally. If we can't do the work under the hours scoped, that's on us. It's rarely an issue.

We do this by setting very clear goals with your team once we begin a new contract. While we've worked with your team for quite some time, we know pillars, goals and objectives are fluid. We treat every new contract like a new client, by setting a kick off meeting where we can determine objectives for the year. From there, we take a look at the tasks with your team and determine how best to achieve them with the hours allocated.

**Question:** *Does Lawrence PR have the capacity to work more monthly hours if needed while keeping Mt. Hood Territory's work separate from other destination clients?*

Yes, while we are not taking on additional clients at this time, we have saved room for Oregon's Mt. Hood Territory in hopes that we would be able to keep our long-standing relationships. We always have additional capacity for existing clients, as we know budgets and needs fluctuate. So, yes, we can accommodate additional hours as needed. And, as I mentioned previously, each client is serviced independently of one another. Every client has its own goals and measurables that we focus on.

*Your proposal indicates that you will separate the necessary crisis communications work from ongoing work.*

**Question:** *How does Lawrence PR structure billing for crisis communications work*

There are many ways we structure crisis communications work, depending on the situation. If it's a minor crisis, I am generally able to step in and help facilitate the situation with the hours we have allocated already in our monthly PR contract. In some cases, if the crisis is more dire, we will create a quick scope of work that will allocate additional funds. While we bill \$250 per hour for non-client crisis work, our existing clients are able to utilize their existing rate of \$185 for all crisis communications work. I personally lead all crisis comms and will be the team's main

point of contact, should they need it. I have been working in the PR field for 26 years, and have a specialty in not only consumer, but also crisis communications.