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Oregon Tourism Commission, dba Travel Oregon
Request for Proposal
Visitor Profile Study

Issuance Date: 08/09/2021

Proposals Accepted: Electronically
(Proposals will be accepted on an ongoing basis until 09/06/2021)

Issuing Office: Oregon Tourism Commission, dba Travel Oregon
Marketing Insights and Visitor Services
319 SW Washington, Suite 700
Portland, Oregon 97204

Contact: Gracia Camizzi
Procurement Manager
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E-mail: rfp@traveloregon.com



**TRAVEL
OREGON**

Request for Proposal (RFP) for
RFP # 2021-01_ Visitor Profile Study

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

Direct Questions to: Gracia Camizzi, Procurement Manager
Telephone: (971) 717-6205
E-mail: rfp@traveloregon.com

SECTION I: GENERAL INFORMATION AND APPLICATION PROCESS

About Travel Oregon

The Oregon Tourism Commission (OTC), dba Travel Oregon, is a semi-independent state agency whose mission is to inspire travel that drives community enhancement and economic development. Through innovation and partnerships, we share the stories of Oregon's people and places, deliver world-class experiences, strengthen the industry, work to ensure all travelers feel welcome and preserve Oregon's way of life and its natural places. OTC aims to improve Oregonians' quality of life by strengthening the economic impacts of the state's multi-billion-dollar tourism industry, which employs tens of thousands of Oregonians.

About the Visitor Profile Study

OTC informs its destination development and marketing strategies based on visitors' travel preferences, motivations, and experiences. OTC is planning to conduct a quarterly study to understand the profile of domestic overnight and day visitors for Oregon and its tourism regions. This study will establish benchmarks for a range of metrics including past, current, and future Oregon visitors' characteristics, perceptions, and behavior. View previous statewide visitor profile studies [here](#) and the regional studies [here](#).

Our goal is to conduct the study in Fall 2021 on a quarterly basis to establish seasonal trends for visitor profile and personas by Oregon tourism regions and statewide. In performing this comprehensive study, we expect that the selected applicant will utilize OTC's existing visitor profile information (e.g., location-based data) to complement the primary survey collection for the study. The selected applicant will coordinate with OTC, seven tourism regions, and other OTC key partners (e.g., Port of Portland) in the development of an implementation plan for the desired study. OTC and its partners may work on complementary project tasks to assist with primary and secondary data collection efforts such as intercept surveys, developing technical capacity for Wi-Fi captive portal/splash page-based online surveys*, etc.

*As part of OTC's partnership with Port of Portland, we will have the opportunity to collect data at Portland International Airport.

Outcomes

The results of this study should include (but not limited to) the following characteristics of domestic overnight and day visitors:

- Sociodemographic breakouts (we would like to oversample for race and ethnic minorities during the data collection process)
- Visitor volume
- Visitor spend
- Visitor origin markets (top states, top IATA markets, and top DMA's)
- Visitor sentiment/satisfaction
- Length of trip (and number of nights in Oregon)
- Region(s) of Oregon visited
- Travel party size
- Composition of travel party
- Purpose of trip (leisure, business, family visit, etc.)
- Travel accommodations
- Method of booking
- Transportation used

- Trip planning information sources
- Activity/experience participation
- Activity of interest by racial background
- Activity/experience as primary trip motivator
- Likelihood of future visitation to Oregon and preferred location
- Other locations outside of Oregon that respondent would like to travel
- Sustainable travel behaviors/experiences
- Sources of initial inspiration
- Where they share about their trip

Deliverables

Deliverables for this study should include a statewide report for Oregon, seven regional reports for tourism regions and a custom report for the Port of Portland. Beyond written report and visualizations, the raw data (preferably made available via a web service) along with a code book or metadata document is required.

Qualifications

- **Statement of Qualifications:** The proposal should summarize the applicant's range of relevant expertise and capabilities in conducting visitor profile related studies. Within the Statement of Qualifications please provide a description of the nature of the organization's services and activities (company background, location, relevant experience, travel industry experience, etc.). List the location(s) of the office(s) from which the primary work on this contract would be performed.
- **Expertise:** The proposal should demonstrate the firm's expertise in the following areas:
 - Research Design
 - Data Collection (mainly quantitative such as surveys)
 - Data Analysis
 - Data Visualization and presentation
 - The ability to work with multiple stakeholders in conducting this project
- **Key Personnel:** Please include bios of team members that may play a role in the execution of the work, and any other relevant information that you would like us to consider in evaluating your response to this RFP. Identify one individual on the applicant's team who will manage the contract work. Identify the role of each member who will service the account and the estimated percentage of time each will spend on the project. Current resumes must be attached for each person who would in any way be associated with this account.

Conflict of Interest

Proposal should identify any relationships that could potentially be considered a conflict of interest.

Budget

The proposal must include a detailed budget for all phases and services provided to complete the Deliverables. The budget is not to exceed \$100,000.

Application Format

OTC preference is electronic receipt of materials in PDF format. IT IS INCUMBENT ON THE APPLICANT TO ENSURE ALL REQUIRED PROPOSAL MATERIALS ARE SUBMITTED.

Please note that Oregon Tourism Commission, dba Travel Oregon is an agency of the State of Oregon and any materials or inquiry made relative to this RFP will be treated as unclassified and subject to federal Freedom of Information Act and Oregon public record laws. See [Confidentiality](#) below.

Submit electronic application materials to: rfp@traveloregon.com

Subject line: Visitor Profile Study Application

Incomplete Applications Materials

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

General Information

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

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

OTC shall publish any questions and responses as well as advertise all Addenda on OTC's website at <http://industry.traveloregon.com/organization/job-opportunities/>. Applicant is solely responsible for checking OTC's website to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

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

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

OTC reserves the right to extend the awarded contract into a term longer than two (2) years if deemed necessary.

Proposal Process

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

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

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

An evaluation committee that consists of OTC staff and Stakeholder(s) will review each proposal and submitted materials and determine if the applicant is qualified to perform the desired services. OTC reserves the right to consider as part of the evaluation verification of references, feedback from the evaluation committee, previous performance and financial stability as these areas relate to the performance of duties under any contract resulting from this proposal.

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

All services must be provided in accordance with the specifications and requirements of an awarded contract between the Contractor and OTC. A copy of the specifications and requirements may be obtained by contacting the issuing office identified above. Applicant must agree to abide by the guidelines set forth in an awarded contract and these RFP materials.

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

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

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

Review Process

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

- Proposal contains sufficient information to complete all of the requirements identified in the RFP.
- Proposal demonstrates the ability, capacity, and skill of the Proposer to complete and operate the Project.

- Proposal demonstrates feasible timeline for project completion.
- Proposal compares favorably with others submitted on cost per level of services.
- Proposal demonstrates creative/innovative thinking in project design intended to reduce construction and operating costs, while serving the needs of the RFP.
- Proposal follows recommendations from a related literature review compiled by Travel Oregon

Tentative Timeframe

The deadline for proposals is 09/06/2021, 5 p.m. PDT. Applicants will be notified in within six (6) weeks of proposal due date as it pertains to next steps in this process. This tentative schedule may be altered at any time at the discretion of OTC. OTC reserves the right to reject any and all proposals, or any part thereof, and accept the proposal that best meets the needs of OTC. All submitted documentation and completed work become the property of OTC.

Proposal due	09/06/2021 5:00 p.m. PDT
Evaluation period	09/13/2021 - 09/17/2021
Interview period	09/20/2021 - 09/30/2021
Notice of intent to award contract	10/04/2021

Services and Rates

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

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

Fully Executed Agreement

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

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

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

Other Contract Responsibilities

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

Insurance Requirements

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

Confidentiality

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

Other Considerations

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

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

RFP Questions/Clarifications: Questions regarding the RFP process must be emailed to rfp@traveloregon.com. All posed questions and OTC responses will be published to <http://industry.traveloregon.com/organization/job-opportunities/>.

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

Equal Opportunity: OTC encourages entities, [COBID](#) certified or otherwise, minority and women-owned businesses to submit proposals in response to this RFP. Oregon companies and entities are strongly preferred.

SECTION II: REQUIREMENTS FOR VISITOR PROFILE STUDY PROPOSAL MATERIALS

Applicant Materials Submittal Requirements

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

All materials must be received no later than 5:00 p.m. PDT, 09/06/2021 to be considered. All proposals and accompanying materials must be submitted in electronic form via email. Time of receipt will be determined by OTC and will be finalized when material is received by OTC.

SECTION III: PROPOSAL QUALIFICATIONS, WORK SAMPLES & SERVICES

SUPPLEMENTAL QUESTIONS AND REQUIRED MATERIALS FOR VISITOR PROFILE STUDY APPLICATIONS

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

1. Cover letter: A dated cover letter describing the relevant training, education, and experience you have including background, clients, experience, and specific areas of expertise in relation to the scope of work outlined. The letter must be signed by an official who has authority to enter into a service agreement on behalf of the applicant.
2. Strategy: Based on project objectives, describe the strategy you would propose to support the scope outlined above and how you would measure success.
3. Key personnel: Provide a professional biography or summary for the personnel who will be working with OTC, including proposed subcontractors. Discuss their roles in relation to the work areas.
4. Fees/value & proposed research approach, timeline & budget:
 - a) Using Form C, Outline costs and hourly rate for personnel who will be assigned to the project. Identify billing method for mobilization (travel time). Transportation costs, meals and lodging are reimbursed at government per-diem.
 - b) List any cost savings and/or added value proposals offered
 - c) Outline costs and hourly rate for subcontractors you would propose to have work on the project. Identify rate inclusive of work in proximity to primary place of business as well as rate of work involving at least an hour's travel.
 - d) Proposed research approach for this study as it relates to the scope of work, study design, data collection activities included list and description of potential primary or secondary data needed for this project, data analysis, data visualization and presentation, expected metrics and outcomes, concerns, timeline, and estimated cost. The proposed cost breakouts should correspond to the expected outcome breakdowns.
5. Links to portfolio/ comparable work: Share links or provide work samples to comparable digital assets produced by key personnel and describe their role in developing assets.
6. References: Using Form D, Provide, a list of at least three business references for which the firm has provided similar services. Include a contact name, organization's name, email, web address, phone number and relationship for each reference.

SECTION III: PROPOSAL FORMS AND EXHIBITS

FORM A
STATE OF OREGON
OREGON TOURISM COMMISSION
VISITOR PROFILE STUDY PROPOSAL
COVER SHEET

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

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

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

2. Primary Contact Person: _____ Title: _____

3. Business Address:

City, State, Zip: _____

4. Mailing Address (if different than above):

City, State, Zip: _____

5. Telephone #: _____ Fax#: _____

6. E-mail Address: _____

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

Name: _____ Title: _____

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

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

I certify that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicants, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. Applicant shall provide prompt written notification to the State of any change occurring with respect to Applicant's business or interests which is reasonably likely to result in (or has resulted in) an actual or potential conflict between the business or economic interests of the Applicant and those of the State, arising out of, or relating in any way to, the subject matter of the RFP.

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

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

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

FORM B
SERVICE RATES

The Applicant agrees that the rates charged to OTC for services shall not exceed the Applicant's normal and customary rates for comparable services.

Please include your all-inclusive hourly rates for all employees who will provide work on the Visitor Profile Study including meetings, consultation, presentations including traveling expenses. If there are different rates for one type of work or another, please add additional information as appropriate:

1. Hourly or Flat Rate: \$_____ (Location of services within 50 miles of applicant's business or residence)
2. Hourly or Flat Rate: \$_____ (Location of services outside of 50 miles of applicant's business or residence)
3. Hourly or Flat Rate: \$_____ (Other services, indicate type here:_____)

Please include subcontractor all-inclusive rates including traveling expenses for services pursuant to the Visitor Profile Study:

1. Hourly or Flat Rate: \$_____ (Location of services within 50 miles of subcontractor's business or residence)
2. Hourly or Flat Rate: \$_____ (Location of services outside of 50 miles of subcontractor's business or residence)
3. Hourly or Flat Rate: \$_____ (Other services, indicate type here:_____)

OTC reserves the right to negotiate rates prior to an awarded contract. If the OTC and Contractor cannot agree upon an hourly rate, OTC may determine not to issue a contract to the Contractor or may impose additional restrictions relative to services identified in Contract Statement of Work.

FORM C
DECLARATION of COMPLIANCE with TAX LAWS

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

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

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

Authorized Agent's Signature

Date: _____

FORM D
ANTI-DISCRIMINATION CERTIFICATION

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

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

Authorized Agent's Signature

Date: _____

FORM E
CERTIFICATION OF DISADVANTAGED BUSINESS

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

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

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

If applicant is not COBID certified but would like to self-certify as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business please do so. [*check all that apply*]:

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

FORM F
REFERENCES

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

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

Reference 1

Applicant's Name: _____

Reference Entity: _____

Reference Contact Name: _____

Relationship to Proposer: _____

Contact Telephone Number: _____

Contact Email Address: _____

Services Provided: _____

Service Dates: _____ to _____

Reference 2

Proposer Name: _____

Reference Entity: _____

Reference Contact Name: _____

Relationship to Proposer: _____

Contact Telephone Number: _____

Contact Email Address: _____

Services Provided: _____

Service Dates: _____ to _____

Reference 3

Proposer Name: _____

Reference Entity: _____

Reference Contact Name: _____

Relationship to Proposer: _____

Contact Telephone Number: _____

Contact Email Address: _____

Services Provided: _____

Service Dates: _____ to _____

EXHIBIT A
STANDARD INSURANCE REQUIREMENTS

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

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

a. WORKERS COMPENSATION.

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

b. PROFESSIONAL LIABILITY

Required Not required

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

c. COMMERCIAL GENERAL LIABILITY.

Required Not required

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

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

d. AUTOMOBILE Liability Insurance: Automobile Liability.

Required Not required

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

e. POLLUTION LIABILITY.

Required by OTC Not required by OTC.

f. EXCESS/UMBRELLA INSURANCE.

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

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE.

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

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

EXHIBIT B
CHECKLIST
(FOR APPLICANTS OPTIONAL USE)

All forms listed in the Section are required to be submitted for consideration of an application.

- Form A: Application Cover Sheet
- Form B: Services Rates
- Form C: Declaration of Compliance with Tax Laws
- Form D: Anti-discrimination Certification
- Form E: Certification of Disadvantaged Business
- Form F: References
- Proof of Insurance
- Supplemental Questions, if any

Checklist Disclaimer

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

Note: Incomplete Applications

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