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**Oregon Tourism Commission, dba Travel Oregon
Request for Proposal
Digital Agency of Record**

Issuance Date: 12/14/2022

Proposals Accepted: Electronically
(Proposals will be accepted on an ongoing basis until 1/13/2022)

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

Contact: Lindsey Pawashe
Procurement Manager
E-mail: rfp@traveloregon.com



**TRAVEL
OREGON**

Request for Proposal (RFP) for Digital Agency of Record

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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, contact the Oregon Tourism Commission (OTC). 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: Lindsey Pawashe, Procurement Manager
Telephone: 971-717-6205
E-mail: rfp@traveloregon.com

SECTION I: GENERAL INFORMATION AND APPLICATION PROCESS

About the Digital Agency of Record RFP

About Travel Oregon

The Oregon Tourism Commission, 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.

Introduction

Objective of RFP: Position TravelOregon.com and Industry.TravelOregon.com as the trusted source for Oregon trip inspiration and information for visitors and industry experts respectively.

Background

Traveloregon.com, also referred to as "the consumer website", is the single most important touch point for consumers dreaming about and planning their next visit to Oregon. It is the trusted home of expertly crafted content that connects the dots between the dream of an Oregon trip and the practical information needed to plan and schedule the trip. With more than 10 million pages viewed and serving slightly above 4 million unique visitors annually, the site provides both inspirational and informational content to pre-qualified consumers curious about Oregon.

Furthermore, the consumer website:

1. Aligns with OTC's brand values and brings the brand to life.
2. Inspires travelers to choose Oregon as a desirable travel destination and to stay longer (increase overnight visitation).
3. Showcases and supports a diversity of Oregon's people, places and experiences.
4. Serves as a hub for trusted travel information and responsible recreation.

Traveloregon.com is intuitive, offering travel info and inspiration in a way that makes sense to the visitor. It is mobile-first and ensures an excellent and immersive user experience, no matter what device the visitor is using.

Industry.traveloregon.com, also referred to as OTC's "industry website," is the central hub for tourism industry professionals to learn more about Oregon's robust tourism industry. The industry website is home to a variety of tourism-related resources, opportunities, news and events. While this site serves a smaller, niche audience, it is the primary communication vehicle for information about important research, grant funding opportunities, crisis communications and upcoming industry events and programs.

Purpose

The purpose of this Request for Proposal (RFP) is to find and retain a qualified contractor to provide comprehensive digital strategy, account and project management, design and development services for OTC's consumer and industry websites. Additionally, the selected contractor will have an opportunity to work on the consumer site for Oregon Department of Fish and Wildlife (MyODFW.com) the scope of such work is not provided for in the Scope of Work section.

OTC seeks qualified proposals demonstrating the ability to build compelling interactive experiences for both consumer and industry website audiences and manage complex digital projects.

Expertise

OTC is looking for an innovative and data-driven strategic partner with a strong technical team. The ideal partner will be an expert with WordPress as we are not looking to migrate away from the current framework. Preference will be given to the company with expertise in developing and maintaining custom plugins (beyond a single use). Specifically, preference will be given to the company that has developed and maintained plugins that help make content portable (content as a service (CaaS)).

Evaluation Criteria

To be considered, submissions must include all the following:

1. Cover letter (not to exceed one page): A dated letter of interest and executive summary of the proposal describing:
 - a. The proposer's relevant background and clients (current and past).
 - b. Specific experience and areas of expertise in providing consulting, strategy and development services to enterprise-scale, consumer focused websites to the scope of work outlined.
 - c. Number of years in business and scope of general services provided to customers.
 - d. Professional affiliations and other related community services.
 - e. List the address from which the primary work on the contract would be performed (if applicable).
 - f. List the size of the organization by headcount.
 - g. List the number of full-time and part-time employees. Do not list any subcontractors in this section.
 - h. The letter must be signed by an official who has authority to enter into a service agreement on behalf of the organization.
2. Strategy: Based on the Scope of Work and Budget sections, outline a Statement of Work proposal that includes the elements provided herein and list detailed metrics and methodology to measure success.
3. Approach: The Statement of Work should discuss your proposed approach to addressing the challenges and opportunities provided in the Scope of Work including methodology, phases and key activities. Contractors are expected to provide best practices and strategies to managing the stated Scope of Work and to detail how Contractor services would help achieve the OTC vision and goals provided in the Background section.
4. Project Management and Communication: Discuss contractor's methodology for timely and effective communications to ensure projects proceed on time, on budget, and meet all stated specifications. Please discuss dedicated project team, philosophy, meeting frequency, status reporting, etc.
5. Development Philosophy: Describe contractor's process and approach to: application/software development philosophy, deployment, regression testing and ensuring the fidelity of multiple projects, sprints and milestones.
6. Experience (not to exceed 10 pages): Detailed description of the contractor's background, experience and specific areas of expertise in relation to the following. Provide work and writing samples as appropriate:
 - a. Full-stack WordPress development and content migration, digital and website design strategies, and project management.
 - b. Continuous improvement and optimization services to enterprise clients including UX/UI updates, user-testing, regression testing, site speed and load testing.

- c. Expertise in the following areas: Search Engine Optimization (SEO), Google Analytics (GA), content updates through dynamic third-party APIs, building and managing WordPress plugins.
 - d. Thought leadership and/or experience with: dynamic content personalization, on-page optimization based on Google Search Console (GSC) reporting, Content as a Service (CAAS) model, and Web3 concepts.
 - e. Knowledge of Oregon as a destination. Demonstrate knowledge of the state and/or articulate how the contractor intends to become familiar with Oregon.
 - f. Other experience: Please include any other strengths and/or perspectives that the respondent brings to this scope of work.
7. Key Personnel (not to exceed two pages): Provide a professional biography or summary for the personnel who will be assigned to OTC, including subcontractors. Include any accreditation, license or special training related to services requested. Principal(s), project manager, day-to-day contact person, and additional team members must be identified. Discuss their roles in relation to the work required.
8. Fees/Value & Proposed Budget (not to exceed one page):
- a. Include a proposed budget not to exceed \$250,000 for FY 2023-2024 (July 1, 2023 – June 30, 2024). Budget should include all anticipated fees and expenses and provide a breakdown of key projects, initiatives and staffing requirements.
 - b. Outline fees and/or hourly rates for personnel who will be assigned to the OTC account. Identify any incidental reimbursable fees or expenses.
 - c. Please explain the respondent's billing and cost-accountability systems.
 - d. List any cost savings and/or added value proposals offered.

Scope of Work

Subject to the below Scope or Work, Contractor shall provide a formal Statement of Work that provides a proposal that outlines the strategy, design, development, and project management support for the OTC Integrated Marketing team. Documentation provided by Contractor must outline the scope of services Contractor is able to provide and definitions of work to be performed. In the event OTC selects Contractor's proposed Statement of Work, Contractor agrees that terms and conditions shall be subject to OTC's standard Professional Services Agreement.

Contractor will provide at least 85 dedicated hours a month to OTC for site maintenance and campaign support as outlined below. These dedicated hours must be presented as a monthly retainer agreement, to ensure timely response and ongoing interaction between Contractor and the OTC team.

Retainer: Site Maintenance

Contractor will provide the following services for site maintenance under the retainer agreement. A total of 85 hours will be used to support both traveloregon.com and industry.traveloregon.com, including the custom WordPress plugin, WP-OTIS*. Hours may be adjusted between sites as mutually agreed upon by OTC and Contractor staff.

**The custom plugin, WP-OTIS, interfaces with the Oregon Tourism Information System (OTIS) and imports updates hourly. This plugin powers listings on traveloregon.com and approximately 15 other destination marketing/management organization (DMO) websites.*

Maintenance Tasks Include:

- Enhancements and bug fix planning (monthly, quarterly).
- Troubleshooting and issue resolution.
- UX and UX design support for existing and/or new pages.
- Asset preparation (sourcing of existing or supplied artwork/images, cropping, optimizing, etc.).
- Development support for page design, edits and/or functionality changes.
- Development support for custom WP-OTIS plugin; including regular release notes/communications.
- Back-end development to modify existing site structure, functionality, or content goals.
- Analytics and reporting support, including: Universal Analytics, Google Analytics 4, Google Tag Manager (GTM) and Google Search Console (GSC).

Account Strategy and Project Management

In addition to design and development support, Contractor will provide dedicated account strategy and project management time to facilitate between Contractor and OTC. This time will include quarterly strategic planning meetings, weekly status meetings, management of time tracking, maintenance planning and other required meetings.

Campaign Support and Special Projects

Contractor will provide the campaign support and support for additional projects/services as requested by OTC.

Expectations

- Each maintenance request matching the scope of the retainer will be integrated into the agency schedule in a timely manner and deadlines for work will be set before beginning work on each request.
- Contractor will respond to retainer maintenance requests within one working day and will schedule work on retainer maintenance agreement items within three working days of the original request.
- Contractor will work with OTC team to determine monthly priorities at least one week ahead of the upcoming month. Contractor will ensure no less than one release occurs each month, ideally the last week of the month, consisting of that month's release priorities.
- Contractor will be responsible for tracking and reporting retainer hours worked on a weekly and monthly basis, with a monthly report delivered no later than the 5th of the following month.
- Contractor will also provide notification to the OTC team when hours, either requested or projected, reach 50% and again at 80% of the allocated monthly hours, so as not to exceed our monthly allocated maintenance hours.

- Contractor must demonstrate the ability to support the following plugins, integrations and tools:

Both websites:

- Use WordPress 9.
- Are hosted on a Pantheon multi-dev environment ([Elite level](#)) including professional services for migrations, load testing, application performance and architecture, training, AGCDN, Managed Updates, and dedicated Customer Success Managers.
- Are measured with Universal Analytics and Google Analytics 4.
- Use YouTube to display video content.
- Use Cloudflare for DNS management.

The consumer site:

- Uses the Oregon Tourism Information System (OTIS)* to display business listings, events, attractions and points of interest on traveloregon.com (see third-party integration below).
- Uses Marketo to track user inputs on forms, to help provide personalized content recommendations via email. A Marketo content block is featured at the bottom of most Trip Idea pages.
- Third Party Integrations*: Both the consumer and industry websites take advantage of a variety of WP plugins and third-party tools to display content, contextually. For example, both websites use Mapbox and RideWithGPS to display content within the context of a map. The websites use plugins like Gravity Forms to capture leads and industry information as well as Relevanssi to help surface priority content quickly in search results, which are powered by Elasticsearch. OTC uses a variety of platforms to help visitors to make travel decisions. From using platforms like Crowdriff, which enable us to display user-generated content from Instagram to applications like OntheSnow, which lets us display real-time snow conditions on our Ski landing page.

**Perhaps the most important third-party integration is with OTIS.*

Traveloregon.com communicates with the OTIS database via a custom-built plugin called WP-OTIS. This plugin is how we import new listings and process listing updates and deletions. This plugin is used by OTC and ten (soon to be eleven!) other Oregon destinations organizations. A few examples include VisitEasternOregon.com, TravelSouthernOregon.com and TasteNewberg.com.

Qualifications

Statement of qualifications: Please review Section 3 of this RFP.

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 annual budget is not to exceed \$250,000. OTC operates on a fiscal year (July 1- June 30). Agencies responding to this RFP should include an annual budget not to exceed \$250,000, with \$200,000 allocated for annual maintenance and/or continuous improvement projects along with \$50,000 dedicated for supporting OTC's brand marketing campaigns. This is inclusive of all fees and expenses.

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: Digital Agency of Record Application

Incomplete Application Materials

The applicant is responsible for providing all information requested 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 Digital Agency of Record. Read the entire RFP carefully and thoroughly.

All applicants requesting to contract for the Digital Agency of Record 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 <https://industry.traveloregon.com/about/rfps/>. 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 Digital Agency of Record does not guarantee that an applicant will receive a contract.

OTC reserves the right to extend the awarded contract to 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 reserves the right 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 Digital Agency of Record 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 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 OTC.

Tentative Timeframe

The deadline for proposals is 1/13/2023, 5 p.m. PDT. Applicants will be notified within six (6) weeks of proposal due date as it pertains to next steps in this process. This tentative schedule may be altered at any time at the discretion of 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	1/13/2023 5 p.m. PDT
Evaluation period	01/16/2023 - 02/03/2023
Interview period	02/06/2023 - 02/17/2023
Notice of intent to award contract	03/03/2023

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 previous client strategies, goals, and results. Any materials submitted to OTC, 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 Digital Agency of Record identified here or as a result of contracting with OTC is directly owned

by OTC. Materials may not be repurposed or republished by Contractor, their employees, or sub-contractors in whole or in part without expressed written consent from OTC.

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

RFP Questions/Clarifications: Questions regarding the RFP process must be emailed to rfp@traveloregon.com. All posed questions and OTC responses will be published to <https://industry.traveloregon.com/about/rfps/>.

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

Equal Opportunity: OTC encourages 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 DIGITAL AGENCY OF RECORD 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, 1/13/2023 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 DIGITAL AGENCY OF RECORD 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 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.
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
DIGITAL AGENCY OF RECORD
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 the Digital Agency of Record project.

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 Digital Agency of Record project 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 Digital Agency of Record project :

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.

Date: _____

Authorized Agent's Signature: _____

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.