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**Oregon Tourism Commission, dba Travel Oregon
Request for Proposal
Advertising Agency**

Issuance Date: **03/06/2025**

Proposals Accepted: **Electronically**
(Proposals will be accepted on an ongoing basis until 04/07/2025)

Issuing Office: Oregon Tourism Commission, dba Travel Oregon
Contracting & Procurement
319 SW Washington, Suite 700
Portland, Oregon 97204

Contact: Edward Van Buren
Director of Operations
Telephone: 971-279-7798
E-mail: rfp@traveloregon.com



**TRAVEL
OREGON**

Request for Proposal (RFP) for
RFP # 001-0325 Advertising Agency

SECTION I: **General Information, Application Process**

SECTION II: **Requirements for Advertising Agency**

SECTION III: **Proposal Qualifications, Work Samples & Services**

SECTION IIII: **Proposal Forms & Exhibits**

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: Edward Van Buren, Director of Operations

Telephone: 971-279-7798

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 uplifts Oregon communities. Collaborating with stakeholders and partners to align as stewards of Oregon, we work to optimize economic opportunity, advance equity and respect the ecosystems, cultures and places that make Oregon...Oregon. A welcoming destination where tourism benefits the environment, celebrates cultural diversity and drives economic prosperity in every corner of the state, is the Oregon we envision. We aim to optimize Oregon's economy with a destination stewardship approach at the forefront of the decisions that guide our work.

About the (work/project)

Travel Oregon is seeking proposals from full-service advertising agencies to manage all aspects of our brand advertising campaigns. The selected agency will be responsible for creative development and production, as well as media strategy and placement.

Qualified agencies must demonstrate a proven ability to develop world-class, innovative, and inspirational integrated tourism advertising campaigns. These campaigns should span a wide range of digital and traditional media channels, targeting predominantly regional, national, and occasionally international markets.

All work must align with and support Travel Oregon's Strategic Vision

Deliverables & Outcomes

OTC seeks an agency to do the following:

1. The selected agency will be responsible for the development and execution of Travel Oregon's brand advertising campaigns, including creative strategy, production, media evaluation, and placement. The agency will also provide comprehensive account management and planning to facilitate these outcomes.
2. Evaluate, design, produce, and manage integrated advertising campaigns for all forms of media including, but not limited to print, custom content, online video, over the top video, streaming audio, digital display ads, programmatic ads, retargeting, social media, email, television, radio, out of home, and collateral. Purchase of all forms of advertising space and provide additional account services as needed by Travel Oregon. This includes brand development and advertising work for Travel Oregon, as well as occasional projects for individual tourism regions/partners, as directed by Travel Oregon personnel.

Utilize primary and secondary research resources to quantitatively and qualitatively evaluate media opportunities and advertising performance including media trend and audience recommendations.

Detailed ad tracking through pixel placement and UTM links on all digital advertising (as available). Evaluation of the resulting analytics to optimize advertising campaigns.

Provide comprehensive campaign reports and analysis to evaluate performance of advertising effectiveness and media channel performance.

Recommend media, determined by Contractor, to be the most effective in obtaining the objectives desired by Travel Oregon in alignment with their [10-year strategic vision](#), with the understanding that adoption of any proposed methods, plans or suggestions be left to the exclusive judgment of Travel Oregon.

Use all available resources when negotiating media buys on behalf of Travel Oregon and securing the best possible rates.

3. Recommend to Travel Oregon the best means and methods for obtaining maximum returns and results in the promotion and encouragement of economic development in the State of Oregon.

Must have a proven track record of developing and executing world-class brand travel advertising that delivers positive ROI results through direct economic impact.

4. Development of media strategies and tactics that are based on deeper insights driven by data. This includes but is not limited to the following elements:
 - a. Creative media tactics to convert inspiration into consumer engagement
 - b. Delivery goal recommendations
 - c. Optimizations of advertising campaigns during flights based on Google Analytics analysis of website engagement and conversions, as well as other data points data points as available (ad campaign attribution, ROAS, etc.)
 - d. Develop strategies that provide deeper connection points to and conversations with underserved community members
 - e. Planning and execution of multiple, smaller ad campaigns/pulses (including always on campaigns) across the year

5. Negotiate and secure in-kind advertising added value exposure for promotional projects specified by Travel Oregon.

Develop co-op advertising extensions to brand advertising campaigns for buy-in by Travel Oregon's tourism partners to increase overall reach of the campaign while also providing promotional support for individual partner messaging.

6. Provide reporting of advertising campaigns to include (but not limited to): dollars spent, delivered impressions (including reach/frequency levels), BIPOC audience deliveries, video views, ROAS (as available), website sessions and engagement (time on site, bounce rate, pages per visit) attribution, attribution analysis after the campaigns close (following the attribution window), Conversion tracking (guides, emails subscribers, sweeps entries), target DMA analysis, etc.
7. Provide direction and coordination of overarching brand campaign across media and production partner agencies. Including but not limited to advising social media and Google ad network

strategies to optimize the integrated media mix shared with Travel Oregon's social media and keyword search agencies.

8. Prepare and write advertising copy required by Travel Oregon and handle the illustration of such copy, both to be approved by Travel Oregon.
9. Assume responsibility for placing advertising in the form required by the advertising medium, within the closing dates of those vendors that are designated by Travel Oregon.
10. Coordinate with communities or regions, if deemed necessary by Travel Oregon, for the use of Travel Oregon design work to promote tourist travel, business recruitment, and/or domestic and international trade, and advise Travel Oregon with respect to effective and approved methods and systems of establishing contact with consumers within target media markets.
11. Make trips within and outside Oregon for the purpose of contacting publications, firms, companies, bureaus, organizations or groups. No outside trips shall be authorized by Travel Oregon that involve an unreasonable expenditure of money. No trips shall be authorized at times which are not mutually agreeable to Travel Oregon and Contractor.
12. Attend and present at occasional Travel Oregon meetings, the Oregon Governor's Conference on Tourism and other tourism-related conferences and events.
13. Lead consistent basis client/agency meeting and furnish to Travel Oregon reports that detail results of each meeting between Contractor and Travel Oregon personnel. Reports shall include decisions made, next steps, responsibilities for action items and timelines.
14. Assist Travel Oregon in strategic long-term planning and research gathering. Contractor shall make recommendations as to the most effective method by which to obtain the objectives desired by Travel Oregon with the understanding that adoption of any proposed method, plan or suggestion be left to the exclusive judgment of Travel Oregon.
15. All original advertising material or specific rights to material created or negotiated for or on behalf of Travel Oregon such as copy, photography, illustration, artist's layouts or design sketches, and storyboards are the property of Travel Oregon, unless otherwise stated in a Professional Services contract, once Contractor charges are fully paid.
16. Development of branding/visual identity for Travel Oregon and its partners as requested.
17. Agency should prioritize long term staffing of account and have onboarding/transitional plans in place in case there is changes to the functional team members.

Qualifications

The proposal should summarize the agency's range of relevant experience and capabilities in advertising campaign development and execution. Each proposal should also demonstrate how the agency meets the following minimum qualifications:

1. Have a minimum of five years combined experience in the following areas:
 - a. Development of major tourism destination advertising campaigns at the state, regional or national level. Including relevant experience developing world class branding and media execution.
 - b. Development of major cooperative marketing partnerships that have enhanced clients' budgets.
 - c. Production of TV; print and digital advertising at the national level; agency resources and experience in international markets preferred.
 - d. Work with public-sector agencies and industry representatives from a broad variety of backgrounds and interests.
2. Provide no less than three professional references that provide details about the firm's experience, expertise, and performance.
3. Provide, on company letterhead, statements and evidence that show the firm's ability to carry out the minimum service requirements of this RFP.
4. Submit resumes of all key personnel to be assigned to the contract, as well as for any subcontractors.
5. Licensed access to and experience making advertising recommendations using syndicated national research to analyze data on consumer demographics, lifestyle, product and brand usage, and exposure to all forms of advertising media.
6. Demonstrated ability/experience respectfully representing diversity within advertising messaging that genuinely and authentically welcomes people of different communities.

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.

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: Advertising Agency Application

Incomplete Application 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 Advertising Agency. Read the entire RFP carefully and thoroughly.

All applicants requesting to contract for the Advertising Agency 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 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 the 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 2 years and will be subject to re-evaluation. Submission of a proposal, materials, or prior contracting for the Advertising Agency does not guarantee that an applicant will receive a contract.

OTC reserves the right to extend the awarded contract into a term longer than 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 Advertising Agency 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 Applicant 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

Scoring Matrix

<u>Evaluation Criteria</u>	<u>Scale</u>	<u>Percentage Weighting</u>
Completeness of Submission	Complete / Incomplete	Pass / Fail
Approach	1-10	40%
Core Experience	1-10	25%
Key Personnel	1-10	10%
Budget	1-10	25%

Tentative Timeframe

The deadline for proposals is 04/07/2025, 5 p.m. PT. Applicants will be notified within 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.

RFP Published	03/06/2025
Q&A Period	03/13/2025 – 03/20/2025
Proposal due	04/07/2025 5:00 p.m. PT
Evaluation period	04/07/2025 - 04/22/2025
Interview period	04/28/2025 - 05/02/2025
Notice of intent to award contract	05/06/2025

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 the best practice for business. 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 Advertising Agency 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 questions posed and OTC responses will be published to the same location this RFP is posted.

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 ADVERTISING AGENCY 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. PT, 04/07/2025 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 ADVERTISING AGENCY APPLICATIONS

In order to be considered for selection and possible service agreement, each proposal must be complete and include the following items. The weighting given to each of these items in our initial review of the written proposals is indicated alongside each item as a percentage, e.g. 10%. Items without a corresponding percentage are nonetheless required.

1. Cover Letter (*should not exceed one page*)

A dated cover letter describing the proposer's background, clients, experience and specific areas of expertise in relation to the scope of work outlined above. Include number of years in business and scope of general services provided to clients. The letter must be signed by Applicant.

2. Approach (*40%, should not exceed five pages*)

Given what you know about this project from the information provided and referenced in this document, please briefly outline how you would approach the contract, with reference to the required Project Scope and Qualifications detailed above. Be sure to address the following points:

- a) How does the contractor approach the development of world-class branding that successfully delivers integrated advertising campaigns across multiple channels (e.g., digital, social, print, and out-of-home) to achieve measurable outcomes?
- b) What innovative strategies and tactics does the contractor propose to convert audience inspiration into consumer engagement while optimizing advertising campaigns for performance?
- c) How does the contractor utilize data and analytics to drive campaign strategy, optimize media placement, and evaluate ROI (e.g., attribution analysis, Google Analytics insights)?
- d) How does the contractor ensure alignment of proposed campaigns and media strategies with Travel Oregon's 10-year strategic vision and objectives?
- e) What specific strategies does the contractor use to engage underserved community members and ensure inclusiveness in campaign messaging and media delivery?

3. Core Experience (*25%, should not exceed five pages*)

Please describe, in detail, the proposer's background, experience and specific areas of expertise in relation to the following:

- a) Does the contractor have a proven track record of developing and executing successful travel advertising campaigns with demonstrated ROI and economic impact?
- b) How experienced is the contractor in managing cross-media campaigns, including digital, social media, programmatic ads, and traditional media such as print, radio, and television?
- c) What experience does the contractor have in negotiating media buys, securing in-kind advertising value, and obtaining favorable rates on behalf of clients?
- d) How has the contractor coordinated with regional partners or other organizations to extend campaign reach through cooperative advertising efforts?
- e) What processes does the contractor have in place to ensure long-term account stability, including plans for staff transitions and onboarding?

4. Experience of Key Personnel (*10%, should not exceed two pages*)

Provide a brief professional bio/resume for the person/personnel who will be assigned to the contract, including any subcontractors. Principal(s), project manager(s) and/or technical staff must be identified. Discuss their roles in relation to the work required.

5. References (*should not exceed one page*)

Using Form D, provide a list of *at least* two business references for which the proposer has provided similar services. Include a contact name and phone number for each reference.

6. Budget (*25%, should not exceed one page*)

Using Form B as a guide, please outline in detail how you would allocate the budget for this project. Please outline:

- a) Include a proposed budget; 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 Travel Oregon 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.

7. Commitment to Diversity, Equity and Inclusion (*should not exceed two pages*)

Please explain how your agency is committed to the values of sustainability and equity and how your employees live up to these values? Please share any examples of how your employees work to uplift and serve the communities that they live in.

SECTION III: PROPOSAL FORMS AND EXHIBITS

**FORM A
STATE OF OREGON
OREGON TOURISM COMMISSION
ADVERTISING AGENCY 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 Advertising Agency.

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:

4. Mailing Address (if different than above):

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 Advertising Agency 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:

FTE (Annual Full-Time Equivalents)	
- Creative	
- Brand Management	
- Strategic Planning (includes research)	
- Comms Planning/Media planning)	
- Media Buying	
- Business Affairs	
- Production	
- Studio/COM	
- Other*	
Total FTE's	0.00
Hours per 1 FTE (annual)	
Hourly or Flat Rate (within 50 miles)	
Total Annual Ad Agency Fee	\$0
Additional Travel Related Fees (if likely a regular part of ongoing daily TO business)	
Travel Related Fees (includes airfare, food, lodging, rental car, additional staff costs, etc.)	
Media Agency Fee (if NOT included in FTE's listed above)	
- % Media Commission Fee Charged	
- Est. Annual TO Media Spend	
Total Est. Media Agency Fee	\$0
Total Ad Agency Annual Fees	
Grand Total	\$0

* Please identify "Other" FTE's (if needed)



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.

- q 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.