

In compliance with the Americans with Disabilities Act, this document will be made available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format, call the State of Oregon, Oregon Tourism Commission. Contracts at (971) 717-6205.

Oregon Tourism Commission
Dba Travel Oregon
Request for Proposal

Advertising

Issuance Date: January 2, 2020

Proposals Accepted: Electronically or at the issuing office
(Proposals will be accepted on an ongoing basis until 5 p.m. PST Feb. 14, 2020)

Issuing Office: Travel Oregon
Global Marketing
319 SW Washington, Suite 700
Portland, Oregon 97204

Contact: Gracia Camizzi
Telephone: 971-717-6205
E-mail: rfp@traveloregon.com



**TRAVEL
OREGON**

Request for Proposal (RFP) for
Advertising Agency
ADVERTISING2019-21RFP01

- SECTION I: General Information, Proposal Process
- SECTION II: Requirements for Advertising Agency of Record
- 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. Travel Oregon may or may not contract for work with any firm or firms that submit proposal materials and reserves the right to end this process or modify the anticipated work at its sole discretion.

Direct Questions to: Gracia Camizzi
Phone: 971-717-6205
Email: rfp@traveloregon.com

SECTION I: GENERAL INFORMATION AND APPLICATION PROCESS

About Travel Oregon

The Oregon Tourism Commission, dba Travel Oregon, works to enhance visitors' experiences by providing information, resources and trip planning tools that inspire travel and consistently convey the exceptional quality of Oregon. The commission aims to improve Oregonians' quality of life by strengthening the economic impacts of the state's \$12.3 billion tourism industry that employs more than 115,400 Oregonians. Visit industry.traveloregon.com to learn more.

About Advertising Agency of Record Work

We are soliciting proposals for a full service advertising agency to be responsible for all facets of Travel Oregon's brand advertising campaigns including creative development and production along with media strategy and placement. Considered agencies will need to have the proven capability to create world class innovative and inspirational integrated tourism advertising campaigns across a broad spectrum of digital and traditional media channels, reaching predominantly regional, national and occasionally international markets. All work must support the Travel Oregon [Strategic Plan](#).

Purpose

Travel Oregon seeks a contractor to perform the following:

1. Perform creative advertising strategy and production, and media evaluation and purchase functions. Perform account planning and account management to fulfill these functions.
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 mid-campaign and end-of-campaign reports and analysis to evaluate performance of advertising effectiveness and media channel performance.

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. Assist Travel Oregon by outlining plans and recommending media, determined by Contractor, to be the most effective in obtaining the objectives desired by Travel Oregon, with the understanding that adoption of any proposed methods, plans or suggestions be left to the exclusive judgment of Travel Oregon.

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

6. 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.

7. Prepare and write advertising copy required by Travel Oregon and handle the illustration of such copy, both to be approved by Travel Oregon.

8. 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.

9. 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.

10. 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.

11. Attend and present at occasional Travel Oregon meetings, the Oregon Governor's Conference on Tourism and other tourism related conferences and events.

12. Furnish to Travel Oregon personnel 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.

13. 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.

14. 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.

15. Development of branding/visual identity for Travel Oregon and its partners as requested.

Outcomes

The selected agency will be responsible for creative, production, media strategies and placement for Travel Oregon's advertising campaigns. The selected agency will also provide all account management to facilitate these outcomes.

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.
 - 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.

Not mandatory, but helpful, is a demonstrated knowledge of tourism in Oregon including attractions, regions, and overall scope of the industry.

Conflict of Interest: Proposal should identify any client relationships that could potentially be considered a conflict of interest.

Application Format

Applicant must only submit materials in either electronic or hard-copy form, not both. IT IS INCUMBENT ON THE APPLICANT TO ENSURE ALL REQUIRED PROPOSAL MATERIALS ARE SUBMITTED.

All applicant materials submitted in hard-copy form must be typewritten, printed or clearly hand-written. If providing materials in hard-copy form, Applicant must provide seven copies of all materials submitted. Please keep a copy of your application materials for your records.

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 RFP

Submit hard-copy application materials to:
Travel Oregon
Global Marketing – Advertising RFP
319 SW Washington, Suite 700
Portland, Oregon 97204

Incomplete Applications Materials

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

General Information

The guidelines and specifications contained in this RFP will be considered a part of any contract awarded for the 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.

Agency shall publish any questions and responses as well as advertise all Addenda on Travel Oregon website at <https://industry.traveloregon.com/about/careers/rfps/>. Applicant is solely responsible for checking Travel Oregon 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 advertising agency does not guarantee that an applicant will receive a contract.

Proposal Process

Applicants must successfully meet all requirements of the RFP to contract with the Agency. 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.

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

At any point, the Agency 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. The Agency 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 the Agency determines that it is in its best interest to do so.

An evaluation committee that consists of Agency staff and selected Agency partners will review each proposal and submitted materials and determine if the applicant is qualified to perform the desired services. Agency reserves the right to consider as part of the evaluation verification of references, feedback from the Advisory 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 the Agency. 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.

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

The Agency 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 the Agency will continue to use the services of any applicant who is issued a contract.

Agency 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. The Agency 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 review team for their consideration and designation. In particular, the review team 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 feasible timeline for project completion.
- Proposal has demonstrated ability of delivering at a world-class level towards the qualifications listed.
- Proposal compares favorably with others submitted on cost per level of services.
- Proposal demonstrates creative/innovative thinking in project design intended to reduce operating costs, while serving the needs of the RFP.

Tentative Timeframe

The deadline for proposals is 5 p.m. 02/14/2020 Applicants will be notified in within six (6) weeks of proposal due date as it pertains to next-steps in this process. This tentative schedule may be altered at any time at the discretion of Travel Oregon. Travel Oregon reserves the right to reject any and all proposals, or any part thereof, and accept the proposal that best meets the needs of Travel Oregon. All submitted documentation and completed work become the property of Travel Oregon.

Proposals due	02/14/2020
Review Period 1	02/17/2020 – 03/03/2020
Formal Interview Period 1 (in-person)	03/04/2020 – 03/05/2020
Review Period 2	03/6/2020 – 03/13/2020 (if necessary)
Formal Interview Period 2 (in-person)	03/14/2020 (if necessary)
Evaluation and Determination Period	03/15/2020 – 03/31/2020
Notice of intent to award contract	04/01/2020
Contract Completion	04/30/2020

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. Agency will not reimburse for services outside the scope of the contract or for work completed without prior Agency authorization.

The Agency will pay a Contractor for any services listed in the resulting contract at approved-upon rates. Agency reserves the right to negotiate rates and consideration with an applicant prior to an awarded contract. If the Agency 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 Agency has a fully executed contract. Any successful contractor shall complete only the specific services identified and authorized in writing (e-mail acceptable) by Agency'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.

Agency 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 amount of approved services.

Other Contract Responsibilities

All Contractors will be expected to participate in Agency'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 the Agency 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

Travel Oregon 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 cross-jurisdictional Advisory Committee. Travel Oregon 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 RFP 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/careers/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 minority and women-owned businesses to submit proposals in response to this RFP. Oregon companies and entities are strongly preferred.

SECTION II: REQUIREMENTS FOR THE ADVERTISING RFP PROPOSAL MATERIALS

Applicant Materials Submittal Requirements

An applicant will not receive a contract award under this RFP unless the Advisory Committee and the Agency determine that the applicant meets the requirements described in Section I of this RFP and demonstrates to the Advisory Committee and the Agency's satisfaction that the applicant can perform the proposed services. Applicant's ability to perform the proposed services to the satisfaction of the Advisory Committee and the Agency 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 p.m. PST, (02/14/2020) to be considered. All proposals and accompanying materials must be submitted in electronic form via email, hand-delivered or via delivery by USPS or commercial carrier. Time of receipt will be determined by Travel Oregon and will be finalized when material is received by Travel Oregon.

If Submitting application materials electronically, applicants must submit one electronic copy to: (rfp@traveloregon.com) Attn: (Gracia Camizzi – Advertising RFP)

SECTION III: PROPOSAL QUALIFICATIONS, WORK SAMPLES & SERVICES

SUPPLEMENTAL QUESTIONS AND REQUIRED MATERIALS FOR PERSONS APPLYING FOR THE ADVERTISING RFP

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

1. Cover letter (not to exceed two pages): 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 (not to exceed one page per biography): Provide a professional biography or summary for the personnel who will be working with Travel Oregon, including proposed subcontractors. Discuss their roles in relation to the work areas.
4. Fees/value & proposed budget (not to exceed one page):
 - 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 IV: 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 Agency, issues this Proposal for Advertising Agency of Record.

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 hereby agree to use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this 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. Proposer 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 Agency can result in disqualification of my application.

Authorized Signature:_____Date:_____

Printed Name: _____

FORM B
SERVICE RATES

The Applicant agrees that the rates charged to the Agency 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, 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:_____)

Agency reserves the right to negotiate rates prior to an awarded contract. If the Agency 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, [REDACTED] (Authorized Agent of Applicant), representing [REDACTED] (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 Agency 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
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.

Agency may check to determine if references provided support Applicant's ability to comply with the requirements of this RFA. Agency may use references to obtain additional information or verify any information needed. Agency 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 Agency. 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.

Agency 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 Agency ☒ Not required by Agency.

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 Agency's acceptance of all Services required under this Contract, or, (ii) Agency 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 Agency 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 Agency 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 Agency 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 Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

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

EXHIBIT B
CHECKLIST
(FOR CONTRACTOR'S 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: References
- ☐ Proof of Insurance
- ☐ Supplemental Questions, if any
- ☐ Other, e.g., Certification of Disadvantaged Business

Checklist Disclaimer

This checklist is provided only as a courtesy to prospective Applicant. Agency makes no representation as to the completeness or accuracy of any Checklist. Prospective Applicant is solely responsible for reviewing and understanding the RFA and complying with all the requirements of this RFA, whether listed in a checklist or not. Neither the State nor Agency 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 RFA.

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.