

Se	ptem	ber 1	1,	2025

BCC Agenda Date/Item:

Board of County Commissioners Clackamas County

Approval of a Professional Services Contract with Snowfish to provide search engine marketing management. Contract Value is \$651,956 for 4 years. Funding is through the Transient Lodging Tax. No County General Funds are involved.

Previous Board Action/Revie w	Previously approved contracts for similar services with a different agency, Deksia. Most recently 20220324 II.E.1 Tourism in March 2022.		
Performance Clackamas	This contract supports a vibrant economy through programs that invest state transient lodging tax in Clackamas County's tourism businesses.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Lizzie Keenan	Contact Person	971-378-4006

EXECUTIVE SUMMARY: Search engine marketing (SEM) is an effective and efficient way for Tourism to spark connections and inspire action with visitors and target audiences. To do this work efficiently and effectively, Clackamas County's Office of Tourism is contracting with Fish Marketing to create, manage and optimize Google search, display ads and ad campaigns leading through research, planning, organization and delivery of a strategy that aligns well with the needs of the destination defined by the Tourism Development Council's approved strategic objectives and accompanying priority messages. This work is overseen by Tourism marketing staff. This contract provides the Tourism program technical expertise and capacity to handle day-to-day optimization to ensure that messaging is reaching the audience likely to take the desired actions that support community. Each fiscal year, Fish Marketing will be reimbursed up to \$120,000 for advertising hard costs. Contracted services are paid based on the approved fee schedule not to exceed \$43,864 a year.

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

Respectfully submitted,

Lizzie Keenan Director of Tourism



CLACKAMAS COUNTY PERSONAL SERVICES CONTRACT Contract #0000001427

This Personal Services Contract (this "Contract") is entered into between Snowfish, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of County Administration.

ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2029.
- 2. **Scope of Work.** Contractor shall provide the following personal services: Search Engine Marketing ("Work"), further described in **Exhibit A.**
- **3.** Consideration. The County agrees to pay Contractor, from available and authorized funds per fiscal year (July 1 June 30) as follows:

2025 - \$160,364.00

2026 - \$163,864.00

2027 - \$163,864.00

2028 - \$163,864.00

The total value of this Contract shall not to exceed **Six Hundred Fifty-One Thousand Nine Hundred Fifty-Six Dollars (\$651,956.00)** for accomplishing the Work required by this Contract.

Consideration rates are on a Fixed fee basis in accordance with the rates and costs specified in Exhibit

- B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: amber@mthoodterritory.com

				\boxtimes
5.	Travel and Other Expense.	Authorized:	Yes	No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: https://www.clackamas.us/finance/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Nate Parr County Administrator: Amber Johnson

Phone: 503-380-1700 Phone: 971-347-7081

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records. Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- **3.** Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- **4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- **5.** Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- **6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. Indemnity, Responsibility for Damages. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.

Required - Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

Required - Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

Required - Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

Required - Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- **14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- **15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- 16. Subcontracts and Assignments. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
 - Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- **20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- **21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- **22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- **23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The

Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- **24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- **25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- **26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- **27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. Reserved.
- 29. Reserved.
- 30. Key Persons. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of Nate Parr, President John Robles, Digital Marketing Director and other certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 31. Reserved.
- 32. Reserved.

33. Reserved.

34. Merger. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Snowfish, Inc. 3695766444 Digitally signed by 3695766444210914694 Date: 2025.08.18 16:10:53 -07'00'		Clackamas County	
Authorized Signature	Date	Chair	Date
Nate Parr, President			
Name / Title (Printed)		Name:	
112312-97		Approved for Legal Sufficiency	<i>7</i> :
Oregon Business Registry #		\bigcap (
DBC/OR		Kwanda Illa	8/19/2025
Entity Type / State of Formation		County Counsel	Date

EXHIBIT A

RFP 2025-42

CLACKAMAS COUNTY TOURISM SEARCH ENGINE MARKETING ("SEM")



REQUEST FOR PROPOSALS #2025-42

FOR

CLACKAMAS COUNTY TOURISM SEARCH ENGINE MARKETING ("SEM")

BOARD OF COUNTY COMMISSIONERS

CRAIG ROBERTS, Chair PAUL SAVAS, Commissioner MARTHA SCHRADER, Commissioner BEN WEST, Commissioner

> Gary Schmidt County Administrator

> > Thomas Candelario
> > Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 28, 2025

TIME: 2:00 PM, Pacific Time

PLACE: https://bidlocker.us/a/clackamascounty/BidLocker

SCHEDULE

Request for Proposals Issued	April 23, 2025
Protest of Specifications Deadline	April 30, 2025, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions	May 21, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time	May 28, 2025, 2025, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award......Seven (7) days from the Intent to Award

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until 2:00 PM, May 28, 2025 ("Closing"), to provide CLACKAMAS COUNTY TOURISM SEARCH ENGINE MARKETING ("SEM"). No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address https://oregonbuys.gov/bso/view/login/login.xhtml, Document No. S-C01010-00013685

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, <u>Bid Locker</u>. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at https://bidlocker.us/a/clackamascounty/BidLocker.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at https://www.clackamas.us/how-to-bid-on-county-projects.

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

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

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

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

- **2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.
- **2.2** Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.
- **2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.
- **2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.
- **2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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

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

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

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

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.
- **2.7** Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.
- 2.8 Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a TRADE SECRET under ORS 192.345(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:
- "This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

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

- **2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.
- **2.10** RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.
- **2.11** Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.
- **2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.
- **2.13** Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.
- **2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

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

- **2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**
- **2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.
- **2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.
- **2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.
- **2.19** Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.
- **2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.
- **2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).
- **2.22** Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.
- **2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.
- **2.24** Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

- **2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.
- **2.26** Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.
- **2.27 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.
- 2.28 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contactor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide search engine marketing ("SEM") that can work closely with Clackamas County Tourism ("CCT") staff at the direction of the digital marketing and social media strategist to manage CCT's SEM strategy and implementation.

.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Oregon's Mt. Hood Territory is the brand name for Clackamas County as a destination, and CCT is its destination management organization. CCT's mission is to enhance the quality of life for residents by optimizing the economic impacts of the tourism industry derived from the County's Transient Room Tax. Marketing staff create web content and handle daily web updates. CCT contracts with separate vendors to manage web development and data analysis; search engine optimization ("SEO") strategy and execution; paid social media advertising; and SEM.

CCT seeks a vendor who can advance CCT's data-driven marketing strategy through SEM. The chosen vendor will lead CCT through SEM strategy and research and planning, ad creation and management, performance tracking, reporting and optimization, project management and SEM trainings that align with the needs of the organization's <u>5-year strategic priorities</u> and accompanying priority messages.

3.3. SCOPE OF WORK

3.3.1. Scope:

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

Strategy, Research and Planning

- Develop and execute a comprehensive, data-informed search engine marketing (SEM) strategy, maximizing the annual ad spend.
- Conduct in-depth keyword research to identify high-traffic, relevant keywords aligned with the destination's unique selling points, prioritizing keywords that complement rather than compete with CCT partners.
- Collaborate with the marketing team to set clear goals and identify target audiences.
 - Some messages will target local audiences, others will target audiences 50+ miles away.
 - Typical geographic markets include Oregon, Washington, California and Vancouver, BC.
 (CCT considers it a drive market.) Additional DMAs include Phoenix, AZ; Salt Lake
 City, UT; and Dallas, Austin and Houston, TX
 - CCT may suggest other geographic markets based on the ad topic's relationship to
 Datafy's (or other database) information about clusters and points of interest within the
 destination
 - CCT is interested in reaching traditionally underserved communities, including accessible travelers and neurodiverse, BIPOC, AAPI and LGBTQIA+ audiences, as well as potential or returning visitors who value regenerative tourism and sustainability.

Ad Creation and Management

The annual SEM advertising budget is \$120,000. The vendor is expected to pay for the ads and CCT will reimburse the vendor in an agreed upon manner outlined in the final contract.

- Develop and execute effective (seasonal and evergreen) search and display ad campaigns across Google and other relevant platforms, adhering to industry best practices.
 - o Approximately 10 ads per season.
- Write compelling ad copy and design visually appealing ad creatives with clear, strong calls to action.
 - o Reformat image assets as needed.
- Continuously test and optimize ad variations, targeting and budgets.
 - o Selected vendor expected to review/optimize ads on a daily basis.
- Develop and implement effective bidding strategies to maximize ROI and control costs.
- Organize campaigns into well-structured ad groups to improve targeting and performance.
- Create targeted remarketing lists based on website behavior, demographics and interests.
- Employ first-party data to create target audiences. For example, CCT can provide mobile ad ID (MAID) information from Datafy.
- Stay up to date with the latest SEM trends and best practices.
- Be prepared to adapt to changing marketing conditions and adjust strategies as needed.
- Collaborate with the marketing team to:
- o Gather messaging guidance, brand style guide, topics and image assets.
- o Get mandatory monthly approval on ad creative, audience groups and campaign strategies.
- o Share draft ads and receive feedback through a shared platform (e.g., Google Drive).

Performance Tracking and Reporting

- Track key performance indicators (KPIs) such as clicks, impressions, CTR, conversions, ROAS, engagements and landing page performance (engagement time, conversions etc.) in a real-time online dashboard.
- Utilize GA4 to track website traffic, user behavior and conversions.
- Provide seasonal performance reports with clear insights, budget utilization and actionable recommendations.
 - o May include year-over-year and month-over-month comparisons.
 - Must include a qualitative narrative section for each campaign/season with key takeaways for future optimization. May cover creative, ad placement, audience insights, trends etc.

Project Management

- Provide CCT with one clear point of contact and their contact information for questions and issues.
- Annual kick-off meeting at the beginning of each fiscal year in July to determine annual SEM strategy with CCT to ensure all work remains within budget.
- Organize and attend monthly or quarterly meetings with the marketing team.
 - The purpose of these meetings is to review prior month or quarter's performance, plan ahead, identify/update priority messages etc. Send staff monthly written reports outlining/recapping discussions, actions and results.
- Agency pays for ads and bills CCT. Submission of all invoices and receipts will be via email to amber@mthoodterritory.com.

Trainings

Provide two virtual or in-person SEM trainings annually to CCT partners and/or staff, either one-on-one or in a group as needed and identified by CCT staff.

CCT TO PROVIDE

- Ads access to accounts
- Images/assets

- Shareable calendar with priorities, goals, messaging direction
- Ads review/approval

3.3.2. Work Schedule:

Fall 2025 Process

Early July | Kick off call for the teams to meet, discuss strategy and set goals/expectations/meeting schedule etc.

Mid-July | Review and discuss seasonal and evergreen priorities with marketing team

Agency advises on ad formats, targeting, strategy etc. for identified topics

Early August | Marketing team sends the agency a shareable document with topics, assets etc.

Mid/late August | Agency creates draft ads/ad campaigns, sends to marketing team for review/approval

Two rounds of revisions; one week turnaround

Early September | Final approval from CCT due to agency

Late September | Agency launches fall ads/ad campaigns

Ongoing throughout season | Agency handles monitoring, tracking and reporting of ad performance out to CCT

Typical timeline for starting planning/creative process:

• Spring season: Early January

• Summer season: Early April

• Fall season: Early July

• Winter season: Early October

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2029

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at https://www.clackamas.us/finance/terms.html.

Personal Services Contract (unless checked, item does not apply)
The following paragraphs of the Professional Services Contract will be applicable:
Article I, Paragraph 5 – Travel and Other Expense is Authorized
Article II, Paragraph 28 – Confidentiality
Article II, Paragraph 29 – Criminal Background Check Requirements
☐ Article II, Paragraph 30 – Key Persons
☐ Article II, Paragraph 31 – Cooperative Contracting
Article II, Paragraph 32 – Federal Contracting Requirements
Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

\boxtimes	Commercial General Liability: combined single limit, or the equivalent, of not less than
	\$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and
	Property Damage.
\boxtimes	Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per
	occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission
	or negligent acts.
\boxtimes	Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per
	occurrence for Bodily Injury and Property Damage.
\boxtimes	Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per
	occurrence for network security (including data breach), privacy, interruption of business, media
	liability, and errors and omissions

SECTION 4 EVALUATION PROCEDURE

An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations.

Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

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

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

4.2 Evaluation Criteria

Category	Points available:
Proposer's General Background and Qualifications	
Other tourism, lifestyle project experience	0-5
Experience & Structure of Account Team	0-10
General Qualifications of Firm	0-10
Scope of Work	
SEM	0-25
General	0-10
Project Understanding	0-10
Case Studies	0-5
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its

interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

- **5.1.1.** Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.
- **5.1.2.** Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at https://bidlocker.us/a/clackamascounty/BidLocker.
- **5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.
- **5.1.4.** Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Describe how your firm can accommodate the type and level of tasks and activities outlined in this RFP including any limitations;
- Describe similar projects your firm has done with other tourism, lifestyle, and/or government agencies;
- Identify the team who will be assigned to the county if awarded a contract and what their experience is on similar tasks and projects;
- Describe your firm's availability to perform the activities and tasks identified in this RFP for the duration of the contact.

5.3. Scope of Work

- Describe your agency's philosophy and approach to SEM. What makes your methodology unique or particularly effective?
- What is your process for goal setting?
- What kind of platform or SaaS do you use for sharing drafts and collecting client feedback?
- How will you pivot when an ad or ad campaign isn't performing?
- How do you ensure ad spend efficiency and budget management?
- Can you provide an example of a situation where you provided strategic advice to a client that resulted in improved campaign performance?
- How do you approach targeting and audience segmentation to maximize campaign effectiveness?

Case Studies

- Provide a summary of any services provided, if any, to clients in Clackamas County, as well as any other tourism specific clients you may have regionally or nationally.
- Provide a summary of experience working with government or non-profit agencies of similar size and scope outlined in this RFP.
- As it is critical in writing content, describe your knowledge of tourism for Clackamas County

5.4. Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION RFP #2025-42

Submitted by:_	
	(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

- 1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
- 2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
- 3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
- 4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name:	Date:
Signature:	Title:
Email:	Telephone:
Oregon Business Registry Number:	OR CCB # (if applicable):
Business Designation (check one): Corporation Partnership Sole Proprietorsh	nip Non-Profit Limited Liability Company
Resident Quoter, as defined in ORS 279A.120 Non-Resident Quote. Resident State:	

EXHIBIT B CONTRACTOR'S RESPONSE

Search Engine Marketing (SEM) for Clackamas County Tourism (RFP #2025-42)

May 28, 2025

RFP Response Prepared for:

Thomas Candelario

tcandelario@clackamas.us

PREPARED BY:





Welcome to Fish Marketing.



















Who We Are

We are a full-service, strategic, data-driven agency with a single-minded focus: getting results for our clients.

Fish Marketing is a full-service, digital-forward agency with over 22 years of experience working with lifestyle, tourism, hospitality, and outdoor sports brands. We offer a comprehensive suite of services, including building and executing multi-channel marketing strategies, research and analytics, digital development, and media buying. Our full-service model allows us to offer clients superior strategic insights even on projects with a singular focus because we deeply understand how creative, media, and online behavior work together in the big picture.









Strategy & Brand

Advertising

Digital Development

Audience Delivery



Since partnering with Clackamas County Tourism on paid social advertising in mid-2024, we have demonstrated both our strategic skills and our executional expertise, helping to produce strong year-over-year metrics that have outperformed our collective goals.

Below are some high-level metrics that demonstrate our shared success this past year:

 \rightarrow Lodging booking clicks: +1453% Visitor Guide Downloads: +509%

 \rightarrow Session time on site: +33.3% Outbound clicks: +241%

→ Engagement rate: +34.41%

We're confident that we can apply the valuable knowledge that we've gained by working with the Mt. Hood Territory team to the County's SEM and produce strong results while reducing the number of partners that county staff have to work with, freeing up their time for strategic efforts.

Why Choose Us?

- 1. **Digital marketing is in our DNA.** Fish was one of the first agencies in the Northwest to embrace digital and create a robust digital department. We knew from the beginning the power, flexibility, and reach of digital campaigns and we continue to be at the forefront of digital media buying and analytics.
- 2. **We're data-driven.** Recognizing the importance of data is key for a project like yours—understanding it on a deeper level, knowing which stats to pay attention to, and optimizing for improvements are the bedrock of any digital strategy.
- **3. We have a proven track record.** We've successfully executed campaigns with CCT and other tourism, hospitality, outdoor, and lifestyle clients, including many in Oregon.
- 4. You'll have all the knowledge and experience of a full-service agency at your fingertips.

 While we know you're looking for SEM services, it's helpful to know that you have an agency that deeply understands how creative, media, and online behavior work together in the big picture of the customer journey.
- 5. **We're your demographic.** As we mentioned in our "Who We Are" section, Fish is made up of staunch lovers of the Great Outdoors and card-carrying Oregon Explorers who have always been drawn to the beauty and authenticity of Clackamas County. Who better to help you draw more visitors to this wild and wonderful region of the Pacific Northwest?





Relevant SEM Clients

Our agency handles SEM for a variety of clients in the tourism, hospitality, and outdoor spaces. Below is a list of Fish's similar SEM clients. We'll provide more details in the case studies.

























For this project, you will primarily work with the following team:



Nate Parr, President

Nate oversees client strategy for all clients, leading the Brand Direction team. Throughout his 22 years at Fish, he has worked with clients in virtually every industry, with an emphasis on ski resorts, tourism, and hospitality. Nate has worked with both Timberline and Skibowl, helping to launch the Fusion Pass in 2006. If we were to work with CCT, Nate would help set the overall strategy and serve as the client lead. When Nate's in Clackamas County, his favorite activity is eating tacos at the Phlox Point Cabin at Timberline.

→ LinkedIn Profile



Nick Niebes, Brand Manager

Over the past 10 years, Nick has racked up an impressive list of tourism, lifestyle, and outdoor clients spanning mountain towns and coastal communities. He worked closely with the regional DMOs in Lake Tahoe and Gunnison Crested Butte to generate overnight stays and create responsible travel campaigns that moved the needle. Nick's favorite spot in Clackamas County is Skyway Bar & Grill.

→ LinkedIn Profile





Angela Tait, Media Director

Born and raised in Clackamas County, Angela has been a media director/planner/buyer for over two decades, servicing clients from large national brands like Subaru, to state agencies such as ODOT, to local retailers like Farmington Gardens. Fluent in traditional and digital channels, Angela would work with the Digital Director to set budgets, plan media strategies and report on campaign performance. Angela's ideal Clackamas County adventure is snowshoeing Summit Trail.

→ LinkedIn Profile



John Robles, Digital Marketing Director

John has specialized in digital marketing for over 15 years. He oversees digital strategy for our clients. He's worked with clients like Lululemon, Live Nation, Bob's Redmill, and Keen. At Fish, John has worked with Subaru, Mt. Hood Fusion Pass, Indy Pass, Lucky Eagle, Hallmark Resorts, and more. John would lead the digital team in executing all SEM efforts for CCT. John's favorite Mt. Hood Territory activity is floating down the Sandy River on a warm, sunny day.

→ LinkedIn Profile



Courtenay Hameister, Creative Director

Courtenay brings over 20 years of experience to Fish—including copywriting for clients like Travel Oregon, Travel Portland, Disney, Nike, and Levi's. At Fish, she's written for Hallmark Resorts, Experience Westport, and the State of Oregon among others. Her ideal morning in Clackamas County would be spent at the Wooden Shoe Tulip Farm when no one has arrived, and you can get stunning landscape shots.

→ LinkedIn Profile



Meghan Verhey, Art Director

Meghan grew up in the Midwest and brings over 15 years of creative experience to Fish. Passionate about developing beautiful brands and helping them visually tell their stories, Meghan has worked with a wide range of clients from breweries to the cities of Tigard, Beaverton, and Battle Ground. At Fish, she's worked with Indy Pass, Snowvana, Hallmark, Skyline and more. Her favorite Clackamas County adventure was discovering the truth about Bigfoot.

→ LinkedIn Profile





Susan Beall, Director of Operations

Susan brings over 20 years of senior/director-level marketing experience to Fish, both in-house and in the agency world. At Fish, she works closely with the Brand Team to ensure the accuracy of budgets and timelines, and is responsible for resourcing our full team when new projects come in. With her nature-loving son, she's likely hiked all the trails in Oxbow Park.

→ LinkedIn Profile

Our Availability to Perform the Activities and Tasks for the Duration of the Contract

Fish is one of the oldest and most stable digital marketing agencies in the state. We've been in business for 22 years and we've been doing SEM since 2007. Our team is experienced with an average tenure of 6.7 years at the agency. Additionally, our average client has been with us for over six years. We have the knowledge of CCT, the expertise to succeed, and the availability to get the work done.



















Scope of Work

Our Approach to SEM & Ad Management

At Fish, we are 100% dedicated to results. Achieving those results starts with establishing a strong strategy. We look at seasonality, visitation trends, website analytics, search trends, Datafy, and the latest SEM tools to understand what's happening. But, we also know that while data is king, data is not a strategy. We also need to tap into our knowledge of Clackamas County. What are the big draws? Who would be likely to visit? What messaging would make them want to learn more or book a visit?

Once the strategy is established, it's time to set SMART goals, develop creatives, and set up campaigns. We believe this process should be done hand-in-hand with the client.

Next, we consistently analyze performance, make campaign adjustments, re-think and tweak the strategy, learn, and constantly improve the results. There's no such thing as set it and forget it at Fish.

Lastly, we believe in total transparency with results. That's one reason why we provide a real-time dashboard, so that our clients can see what is happening in their campaigns at any time.

Goal Setting

As a data-driven agency, we'd recommend setting SMART goals that align with your organization's mission (Specific, Measurable, Achievable, Relevant, and Time-bound). Our goal-setting process is as follows:

Step #1: Review the historical and current performance of your SEM campaigns, DMO/ travel industry benchmarks, and the performance of top competitors' campaigns (if available).

Step #2: Work with your staff to identify the ideal target audience(s). Is the content appropriate for a broad audience or is it more narrow in scope?

Step #3: Evaluate market conditions that may impact the media buy, such as seasonality.

Step #4: Work alongside your staff to gain alignment on which goals matter the most to your organization, and decide on which metrics are best for gauging this success (i.e., CPM, CTR,



conversion rates, time spent on site, etc.). For example, if your overarching goal is to "generate more overnight visitation in Clackamas County," specific goals might be:

- Increase the number of *Travel Planner* downloads from search traffic by 15% YOY>
- Increase the ROAS on all digital ads YOY by 5%, while reducing the CPC by 5% YOY.
- Increase the amount of outbound clicks to partner websites by SEM traffic by 10%.

Step #5: Design a media buy and a content strategy to meet those goals!

Step #6: Judging by your campaign timelines, we'd recommend reporting on the progress of these goals/metrics on a quarterly and annual basis while staying attentive to changes in seasonality. As a Fish client, you will also have access to a real-time campaign performance dashboard available 24 hours a day.

→ The platforms and SaaS we use for sharing drafts and collecting client feedback

For ad approval, we utilize Google slide decks, ensuring each ad type and size is noted so the client can see that all iterations have been completed as well as offer feedback on copy, messaging and ad weight. We prefer Google Drive for asset sharing, but have also worked with Dropbox and WeTransfer for larger files.

For audience targeting, Fish uses the latest in targeting tech provided by Google, AI and other SEM tools. Traditionally, we target a specific geographic area based on a state/city name, targeting radius, or list of zip codes. We narrow from there, targeting based on consumer portraits created with the client, breaking down the ideal target demographic by affinity interests, lifestyle info, age, and gender. This can include targeting down to a device level, utilizing Apple's advertising identifiers (IDFA), Android's advertising IDs, and a mixture of those with account-specific identifiers, e.g. Google accounts. This strategy, mixed with GPS data targeting, allows us to target groups down to highly specific portraits. We can also utilize remarketing to retarget ads to people who have previously visited your site.

Leveraging these above-mentioned tools also allows us to reach traditionally underserved communities, such as neurodiverse communities, BIPOC, AAPI, and LGBTQIA+ audiences.

→ How we pivot when an ad or ad campaign isn't performing.

We'd like to say we've never had an ad that didn't perform, but of course, when you're constantly innovating, you're going to have pieces of a campaign that don't perform as hoped.



If an ad or campaign isn't performing, we review the entire consumer journey and ensure that it's fully optimized. To do that, we take the following steps:

- 1. Take a fresh look at every element of the creative, from the primary text copy to the length of the video to the landing page, to ensure they meet best practices.
- 2. Focus on keywords with high intent and the best-performing match types.
- 3. Reevaluate our media strategy to ensure that we're advertising to all levels of the funnel, not just the lower part.
- 4. Experiment with ad variations to put our bid strategy to the test.
- 5. Brainstorm with the client for landing page A/B testing to improve conversion rates, making sure to isolate all changes to produce clear, actionable results.

→ How we ensure ad spend efficiency and budget management.

Several times each week, our team manually reviews every digital campaign to ensure that we're pacing accurately toward budgets. These pacing check-ins include regular reviews of best practices on all campaigns and performance reviews to ensure that we're allocating budget to the ads that work best for your brand, e.g., allocating a higher budget to ad groups that drive more results within a campaign structure.

For campaigns where there is a probable spike in traffic at the end of the campaign, such as an event campaign ending on the weekend, affecting our budget limits, our team uses custom-written scripts that check every hour if the maximum budget has been reached. If our programs detect that spending has exceeded a certain amount, they will pause all ads to avoid overspending and immediately notify our ad manager.

→ An example of a situation where we provided strategic advice to a client that resulted in improved campaign performance.

We continuously review performance data throughout campaigns to find opportunities for improvement, and last year we had an idea regarding how to improve Indy Pass's Return on Ad Spend. We analyzed the data and broke it down by market. Their digital ad buys had previously been divided equally around the country, but with this new data, we established five high-performing markets with better conversion rates and brought that to the client's attention. We then adjusted the budget spend per market, which increased their ROAS by 58%.

Additionally, we recognized that year-over-year, 65-70% of sales happened 10 days before a pricing deadline, so we recommended allocating a large portion of the budget to that time. This approach resulted in an 8x return on ad spend, demonstrating the power of data-driven strategies, client collaboration, and a flexible digital team.



→ How we approach targeting and audience segmentation to maximize campaign effectiveness.

Targeting and audience segmentation go hand in hand with goal setting. Once we establish the campaign's goal, we look at the actual targeting options within the platform to determine the estimated audience size. Standard targeting, such as location and demographics is often used, but additional options, such as interests, behavior, and affinity groups, are often available as well. Custom audiences for those with previous engagement may also be an option, as well as lookalike audiences to reach similar targets.

Once we've established what is available, we may segment out those groups and allocate budget according to priority and available impressions. For example, we may know that women under 35 are more likely to engage with specific content, but we don't want to exclude the broader audience, in which case we might layer on an additional ad group with a wider target audience with a separate budget. A/B testing is often used to see what groups are getting the most engagement. Targeting and budget allocation may be altered based on performance measured against our established KPIs.

Content Creation

Our creative team, which includes a creative director/writer, an art director with over 15 years of experience, and an accomplished production designer, has the capacity and the skill set to write compelling ad copy, and design any graphics you may require, including GIFs and HTML5 banner ads. With clients running multiple concurrent campaigns, they have become deeply familiar with standard SEM ad sizes and can easily pivot as quickly as our digital team requires. Additionally, they're adept and detail-oriented brand stewards who know their way around a brand guide, so you never have to worry about off-brand messaging or—perish the thought—a stretched logo sneaking into the mix.

Analysis/Reporting

Fish's team provides monthly insight reports that measure the success of campaigns using a list of KPIs agreed upon by the client. These KPIs can include metrics such as cost-per-click, conversions/conversion rates, landing page views, ideo views, link clicks, impressions and other requested statistics, depending on the campaign type.

Fish has extensive experience working with Google Analytics (UA + GA4) to track site performance, including the use of proper Urchin Tracking Modules (UTMs) in campaign URLs to organize site traffic and examine user activity based on campaign source. In addition to tracking ad performance through the respective interfaces like Google Ads and Meta Ad Manager, GA4 allows us to also track on-site activity, filtering down site traffic to key differentiators provided in UTMs to see deeper into campaign performance.



To ensure a mutual exchange of data interpretation, Fish provides easy-to-read reports at client-decided intervals. These reports explain performance and walk the reader through a narrative explanation of campaigns with graphics and copy that's easily decipherable. These reports will also include key takeaways and recommendations based on performance trends.

Through Whatagraph's reporting software, we utilize a real-time dashboard of advertising and website performance that is available to the client 24 hours a day. Here is an <u>example</u> of our Whatagraph dashboard for Mt. Hood Territory's Paid Social Media and Google Video advertising.

Training

We know that part of CCT's mission is to help educate and empower CCT staff and its partners. Done right, digital marketing is one of the most inexpensive ways for small businesses to reach interested audience(s). Fish is adept at creating trainings that are relevant to businesses and staff of diverse industries, varying sizes, and different levels of digital marketing expertise.



Relevant Case Study #1

CLIENT

City of Westport, dba Experience Westport

The Story

Westport, Washington is one of the Pacific Northwest's most promising coastal destinations. Conveniently wedged on the shores of the Pacific between two major consumer markets, Westport is well-positioned to capture an increasing amount of tourism traffic as it expands both its brand awareness and tourism-related infrastructure. Already recognized for world-class fishing and surfing, its convenient drive-to location makes Westport poised to emerge as Washington's top beach destination.

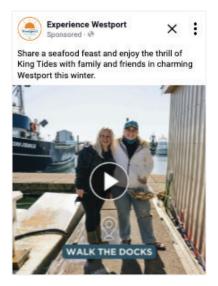
Prior to Fish, Experience Westport's contracted destination marketers did a great job capturing content, but struggled to chart a strategic path with members of City Council and their LTAC (lodging tax advisory committee). They also struggled to market Westport across a broad marketing mix, with overly broad targeting techniques. As a result, many of their marketing goals were going unmet, and ad spend wasn't moving the needle.

We stepped and built a strategic plan highlighted by a seasonal strategy, newly defined personas/targeting, an annual content calendar, and a 12-month media plan. Over the last year, the results have drastically improved.

Experience Westport Work Samples

<u>Organic and Paid Social Media</u> - examples from organic and paid social media.









Results

In the last year, we generated 13K outbound clicks from Experience Westport's website, to partner hotel, restaurant, and fishing charter websites. Without a direct booking integration, this is their preferred way to track results/conversions.

+200%

AMOUNT OF OUTBOUND CLICKS, YOY DIFFERENCE

Direct links to our integrated marketing efforts, including paid media, SEO, website optimizations, etc.

Website: Year Over Year (YOY) Traffic Source Breakdown					
Source	2024	2023	% Change in Traffic	% Change in Engagement	
Organic	130,609	35,660	+266.26%	+22.07%	
(None / Direct / Other)	74,288	35,374	+110%	+24.73%	
Organic & Paid Social	21,149	8,824	+139.67%	+100.88%	
Google Ads	11,000	19,183	-42.66%*	+150.61%	
Referral	5,300	1,491	+255.47%	+13%	
Total	242,346	100,532	+141.06%	+45.76%	

^{*}Previous to our relationship, Experience Westport struggled to maintain a healthy engagement rate for website visitors and low loding partner outbound clicks (especially for those visiting from ads and organic social). YOY, through our integrated Search, Organic, and Paid Social campaigns, we effectively increased engagement rate across the board via improved targeting methods and serving relevant/interesting content to the right traveler segments. For our Google ads campaign, we rebuilt Westport's search campaigns to focus and optimize for on-site engagement and lodging clicks over prioritizing non-engaged clicks to the site.



Relevant Case Study #2

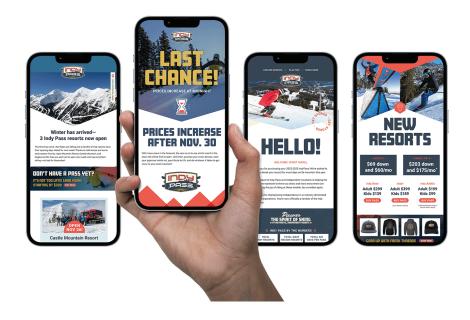
CLIENT

Indy Pass

The Story

Indy Pass came to Fish Marketing in 2019 because of our deep experience in the resort and outdoor categories. Our team named the pass, established the identity, created key messaging and personas, and developed and executed a strategic plan and vision that successfully introduced the Indy Pass brand to the world. In just 6 years, we've helped Indy Pass become the largest multi-resort ski pass in the world.

Indy Pass functions similarly to a travel/tourism marketing alliance for 250+ independent ski areas across the globe. Fish Marketing manages and executes all paid and owned marketing activities, including organic and paid social media, email marketing, website updates, blogs, search engine marketing, search engine optimization, and paid media. We also developed and executed a cooperative media strategy that supports independent ski resorts and leverages Indy Pass's media budget.





Indy Pass Work Samples

<u>Organic and Paid Media</u> - display ads, sponsored email placements, and paid social graphics

Sponsored Article - live media example from a recent campaign

The Results

In six years, Indy Pass's growth has skyrocketed with over 50,000 passholders, 30K+ social media followers, and a diehard following of skiers who choose to support independently owned ski areas over mega resorts. Overseeing their entire marketing strategy and campaign development/deployment, we've grown pass sales 20%-100% each year, and Indy Pass is now positioned on the grand stage next to Epic Pass and Ikon Pass—the two biggest companies in the ski industry. 98% of ski area partners remain on the pass each year due to Indy Pass's ability to increase skier visitation.

RESULTS: INDY PASS

Overall

→ Website Visits YOY: +53%

→ New Passholders YTD: +75%

→ Co-Op Media Kits Deployed Last Year: 6

→ ROI from 2025 Spring Campaign: \$7:1

ightarrow Increased New Skier Visits to Each Resort by Average: +15%



Relevant Case Study #3

CLIENT

Hallmark Inns & Resorts

The Story

Hallmark Inns & Resorts is one of the largest independent lodging groups on the Oregon Coast. With four lodging properties, two restaurants, and a spa stretching from Cannon Beach to Newport, they've built a reputation for excellent customer service and beautiful beachfront locations. They attract an impressive number of travelers from Seattle, all throughout Oregon, and increasingly from Southern California.

Our Role

As the agency of record for 8 years, we were responsible for planning and executing Hallmark's entire marketing mix across their resort group—including:

- Email marketing
- Website design and updates
- Blogs
- Asset creation (photo/video shoots)
- Graphic design
- Digital advertising
- Traditional advertising
- Media buying and reporting

When we first began working with Hallmark, their marketing mix was created by multiple vendors and lacked a cohesive content strategy. We stepped in with a plan to build a content calendar with a seasonal focus, offering a roadmap for content creation and execution each month of the year. This allowed us to improve the integration of their owned media and tell a cohesive and seasonal story about visiting their properties. To better understand the conversion funnel, we set up and optimized tracking events in Google Analytics to help us continuously improve results.

Another challenge Hallmark had is universally shared by other tourism-based entities on the coast—how to increase visitation during the shoulder seasons. Their focus on seasonality was previously very light, so our team dug into the data to better understand purchasing and visitation patterns. From there, we applied our findings to the content calendar and budget, placing more ad spend during shoulder seasons (fall and spring) and reducing spending during the summer when occupancy is typically high. Our creative strategy focused on telling the story



of cozy fireplaces, miles of uncrowded beaches, watching powerful king tides crash against rocky shores and more—all aimed at helping the consumer better visualize their stay during the shoulder seasons vs. a busy summer season. Over the years, we successfully helped shorten Hallmark's shoulder season and made it easier for their GMs to throttle reservations through promotions when necessary.







Hallmark Work Samples

Creative Direction and Graphic Design - various examples

<u>Organic and Paid Social Media</u> - examples from organic and paid social media. Paid social examples leveraged content produced by Fish photoshoots.

THE RESULTS: HALLMARK

Overall

Between 2021 and 2022, we increased...

- Direct traffic as a source to the Hallmark website by 30% YOY
- Traffic by email marketing as a source by 32% YOY
- Traffic by PPC as a source by 51% YOY

Annual revenue **INCREASED 3-10% EVERY YEAR** since 2015.











Fees

Year 1 Budget: July 2025 - June 2026

SEM AGENCY ACTIVITY	TIMING OF WORK	FEE
Net Media Budget	Oct - June	\$120,000
Media Commission (12% of Gross)	Oct - June	\$16,364
Campaign Optimization / Reporting	Ongoing	\$4,500 (9 months)
Account / Project Management	Ongoing	\$12,000
Trainings	Bi-Annually	\$1,500
Copywriting + Design	Quarterly	\$6,000 (9 months)
YEAR 1: TOTAL ANNUAL BUDGET		\$160,364

Years 2 - 4 Budget (Full Year Scope)

SEM AGENCY ACTIVITY	TIMING OF WORK	FEE
Net Media Budget	July - June	\$120,000
Media Commission (12% of Gross)	July - June	\$16,364
Campaign Optimization / Reporting	Ongoing	\$6,000 (12 months)
Account / Project Management	Ongoing	\$12,000
Trainings	Bi-Annually	\$1,500
Copywriting + Design	Quarterly	\$8,000 (12 months)
YEARS 2-4: TOTAL ANNUAL BUDGET		\$163,864

Cost of services will not exceed the proposed fee structure. Additional services may be negotiated out of scope of this project.



References

Reference #1	
Company Name	City of Westport, dba Experience Westport
Contact Information	Kevin Goodrich, <i>City Administrator</i> goodrichkevin@gmail.com (360) 589-7401
Industry	Tourism, client for 12 months

Reference #2	
Company Name	Clackamas County, dba Oregon's Mt. Hood Territory
Contact Information	Amber Johnson, <i>Marketing Director</i> Amber@mthoodterritory.com (971) 347-7081
Industry	Tourism, client for 12 months

Reference #3	
Company Name	Indy Pass
Contact Information	Doug Fish, Founder and CMO doug@indyskipass.com (503) 709-0111
Industry / Duration	Snowsports / client for 6 years