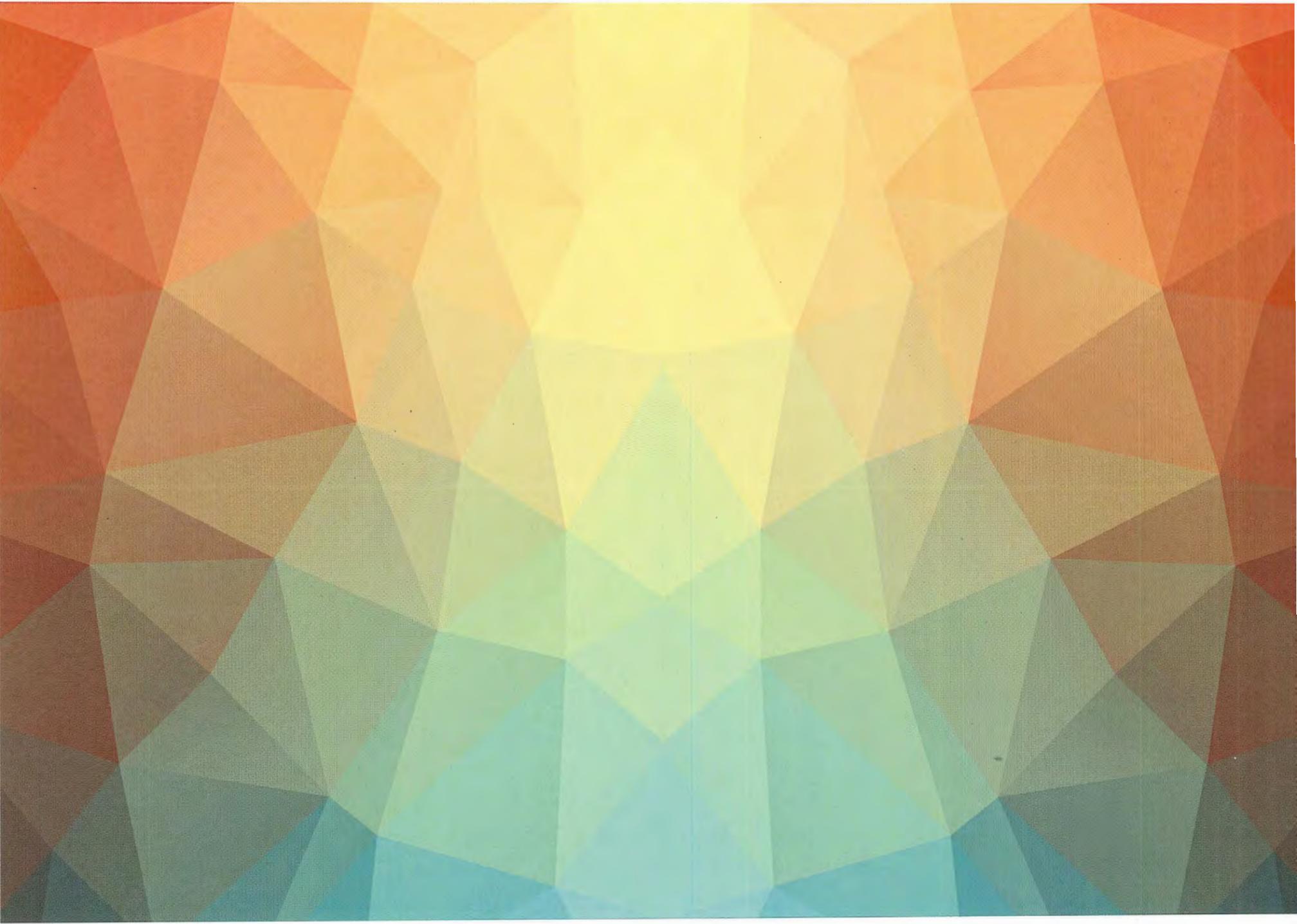




Response for Tobacco Free Nebraska | No Limits Youth Organization  
RFP #5317 Z1





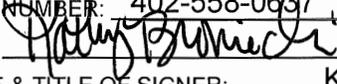
**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

**NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: Envoy, Inc.  
COMPLETE ADDRESS: 3317 N. 107th Street Omaha, NE 68134  
TELEPHONE NUMBER: 402-558-0637 FAX NUMBER: 402-558-0972  
SIGNATURE:  DATE: 6-8-2016  
TYPED NAME & TITLE OF SIGNER: Kathy Broniecki Co-owner/Chief Strategy Officer

# REQUIRED FORMS

## Form A Bidder Contact Sheet

### Request for Proposal No. 5317 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Envoy, Inc.
Bidder Address:	3317 N. 107th Street Omaha, NE 68134
Contact Person & Title:	Kathy Broniecki / Chief Strategy Officer / Co-Owner
E-mail Address:	KathyB@envoyinc.com
Telephone Number (Office):	402-558-0637
Telephone Number (Cellular):	402-740-2254
Fax Number:	402-558-0972

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Envoy, Inc.
Bidder Address:	3317 N. 107th Street Omaha, NE 68134
Contact Person & Title:	Jennie Hudnall / Junior Account Executive
E-mail Address:	jhudnall@envoyinc.com
Telephone Number (Office):	402-558-0637
Telephone Number (Cellular):	402-312-8452
Fax Number:	402-558-0972

Form B

Notification of Intent to Bid

Request for Proposal Number 5317 Z1

Bidder Name:	Envoy, Inc.
Bidder Address:	3317 N. 107th Street Omaha, NE 68134
Contact Person:	Kathy Broniecki
E-mail Address:	KathyB@envoyinc.com
Telephone Number:	402-558-0637
Fax Number:	402-558-0972

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail ([as.materie/purchasing@nebraska.gov](mailto:as.materie/purchasing@nebraska.gov)), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.



# CORPORATE OVERVIEW

## A. Bidder Identification and Information

Envoy, Inc.  
3317 N. 107th Street  
Omaha, NE 68134

Envoy is a Nebraska corporation that offers full-service marketing, advertising, public relations and interactive media. The firm was formed in 1988 as HMJ & Associates. In 1997, HMJ & Associates was renamed Envoy, Inc. Federal Employer Identification Number: 47-0724736.

## B. Financial Statements

**Please see the enclosed envelope marked "Proprietary."** Envoy is a privately held company and considers its financial statements to be proprietary. In accordance with RFP Section 111.QQ-PROPRIETARY INFORMATION, the requested document accompanies this proposal in a separate envelope marked "Proprietary."

### Bank Reference

Bank of the West  
Account #135027944

Contact: Peggy Voss  
13506 W. Maple Road, Omaha, NE 68164  
402-918-2476

**Litigation:** No litigation against Envoy, Inc., is pending or expected.

## C. Change of Ownership

No change in ownership or control of the company is anticipated during the next twelve (12) months.

## D. Office Location

Kathy Broniecki  
Co-owner/Chief Strategy Officer  
Envoy, Inc.  
3317 N. 107th Street  
Omaha, NE 68134  
Phone: 402.558.0637  
Fax: 402.558.0972  
Email: KathyB@envoyinc.com  
Website: www.envoyinc.com



### **E. Relationship to the State**

Envoy contracted with the Nebraska Department of Health and Human Services and Tobacco Free Nebraska (TFN) in May 2007 for production of a 30-second Tobacco Quitline TV spot. The project was completed in June 2007, and the commercials produced by Envoy were used for a number of subsequent campaigns.

Nebraska Family Helpline is a client of Envoy. The Nebraska Family Helpline contract was awarded to Boys Town in July 2010. Envoy has supported Boys Town as a vendor on the account since the beginning of the contract.

### **F. Bidder's Employee Relations to State**

No employee of Envoy is now or has been an employee of the State of Nebraska within the past twelve (12) months.

### **G. Contract Performance**

At no time during the past three (3) years or prior has Envoy had a contract terminated for default, nonperformance or any other reason.

# SUMMARY OF CORPORATE EXPERIENCE

## Campaign: Nebraska Family Helpline

- **Project Time Period:** Aug. 16–27, 2010
- **Scheduled and Actual Completion Dates:** Event was Aug. 27, 2010
- **Agency Staff Responsibilities:**
  - Copywriting for radio ads
  - Interview coordination
  - Banner ad copy and design
  - Media planning, negotiation and placement
- **Customer Contact:** Laura Tatten  
SVP Marketing and Communications  
Boys Town  
402.498.1331  
laura.tatten@boystown.org

- **Project Description:**

Nebraska Family Helpline Day was created to provide a day of education and information. Envoy partnered with Clear Channel Radio Omaha to help inform the public about the Nebraska Family Helpline and the services it provides. The campaign included staff interviews, recorded announcements, an online presence, and poignant vignettes of stories from people helped by the Nebraska Family Helpline.

Envoy served as the prime contractor. Promotion began and ended as originally scheduled. The project budget is proprietary information of Nebraska Family Helpline; however, the media buy portion was \$7,000.

In addition to Nebraska Family Helpline Day, we asked each vendor to match 1:1 each paid spot with an ROS bonus or deeply discounted spot (\$1, etc.). Due to this negotiation, Envoy secured an estimated 7,500 added-value or deeply discounted radio spots, and 5,200 added-value or deeply discounted television spots. These figures do not include additional radio billboards that were included as added value.

As a result of the first Nebraska Family Helpline Day campaign's success, Envoy has managed the campaign every year since.

## Campaign: Boys Town Parenting

- **Project Time Period:** October 2015 through December 2015
- **Scheduled and Actual Completion Dates:** Oct. 9, 2015 to Dec. 31, 2015
- **Agency Staff Responsibilities:**
  - Write and provide creative direction for audio ad
  - Write, design and program online banner ads
  - Media strategy, negotiation and execution
  - Monitoring and reporting of ad performance

- **Customer Contact:** John Burkey  
Director of Marketing  
Boys Town  
402.498.1247  
john.burkey@boystown.org

- **Project Description:**

Create national awareness and encourage engagement through the Boys Town website, social media, e-newsletters and donations. Our ads pulled a higher-than-average click-through rate, with a positive conversion of click-through engagement. Envoy served as the primary contractor. Promotion began and ended as originally scheduled.

The budget is proprietary information of Boys Town. Along with our paid online media schedule, Envoy negotiated additional added-value bonus impressions from every vendor, which significantly reduced eCPM for the total campaign. Approximately 8,360,000 bonus impressions were secured.

Along with our paid broadcast schedule, Envoy negotiated added-value bonus spots to ensure that the estimated impression levels were reached. As a result, the total schedule delivered at 112 percent of the estimated impression levels.

## Campaign: State Anti-smoking and Healthy Lifestyle Campaign (Female Audience)

- **Project Time Period:** October 2001 to December 2002
- **Scheduled and Actual Completion Dates:** October 2001 to December 2002
- **Agency Staff Responsibilities:**
  - Perform market research
  - Coordinate collaboration from local health care providers
  - Campaign planning and management
  - Public relations activities
  - Creative development, including copywriting and design
- **Customer Contact:** Carol Williams  
State Purchasing Bureau  
Service Contract #0217

▪ **Project Description:**

Without paid media for this project, Envoy had to determine how to get the word out — at the right time, in the right place, to the right women. It was imperative that we leverage existing distribution channels that would reach women of childbearing age — especially those channels with the power to influence lifestyle.

Absent paid broadcast media, young people are notoriously difficult to reach, especially through printed mediums, and particularly if they are ages 19 to 25 and at lower educational/socioeconomic levels.

Envoy determined that getting doctors, nurses and social workers on board would be an integral part of spreading the message to young women. By providing these professionals with the right mix of materials, they could have conversations with their patients/clients and make the campaign successful.

The right mix of creative materials meant materials that doctors, nurses and social workers wanted and, more importantly, would actually use. These materials had to speak persuasively to all women in Nebraska of childbearing age, influencing not only their minds but also their actions to stay or become tobacco-free.

Envoy's campaign achieved this by combining printed and specialty materials that effectively reached women.



# CORPORATE STAFF

## Summary of Bidder's Proposed Personnel/Management Approach

### Project Management Plan: Project Team Leader Functional Responsibilities

Kathy Broniecki, Co-owner/Chief Strategy Officer

- Oversee planning and execution
- Conduct client meetings and manage overall strategy
- Lead the agency team

### Project Management Leaders

Susie Kaup, Vice President of Digital Strategy

Jasonea Shockey, Vice President of Client Services

- Handle day-to-day management of the account and agency workflow
- Work hands-on with No Limits youth organization
- Plan and coordinate events

### Creative Team Leader

Amy Goldyn, Creative Director

- Provide creative direction
- Manage creative processes for all materials created or produced

### Media Placement Planning and Execution

Brooke Ortner, Media Director

- Perform planning and placement of all broadcast, print and online initiatives.
- Negotiate, buy, manage, reconcile and analyze media buys.
- Employ advanced electronic tools to research, plan and execute buys. Envoy uses Strata, which incorporates with the agency's management and traffic software, Advantage Blue.

## Bidder's Proposed Personnel/Management Approach: Team Resumes

### Kathy Broniecki, Co-owner and Chief Strategy Officer, Envoy, Inc.

#### SUMMARY

Nearly 30 years of experience in the advertising industry. Brand strategist responsible for developing new brand strategies and integrating existing brand strategies into clear marketing initiatives, especially e-business initiatives. Pioneer in online initiatives for the consumer packaged goods (CPG) industry.

#### PROFESSIONAL EXPERIENCE

- Co-author of *Inside the Minds: Advertising Best Practices, Customer Mindshare: Where Marketing & Reality Meet*; published May 2007
- Quality Check Outstanding Marketing Achievement Award: Awarded to both Hiland Dairy and Roberts Dairy for excellence in marketing in 2002, 2005, 2007, 2011
- Omaha Federation of Advertising: Past public relations chair
- United Way of the Midlands: Past recipient of the Media Leadership Award
- Graduate, Leadership Omaha
- PRSA Nebraska, board co-chair
- AMA Omaha, board member
- AAF Omaha, board member

#### COMMUNITY INVOLVEMENT

- Past:
  - Live Well Omaha Kids, board member
  - United Way Communicators Group, board member
  - African Culture Connection, board member
  - Completely Kids (formerly Campfire USA), board member, seven years
  - Activate Omaha Kids, marketing committee member
  - Papillion LaVista Schools, Cooperation Best Business Partner

#### EDUCATION

Wichita State University, Wichita, KS

Bachelor's degree in general studies with emphasis in advertising, marketing and public relations

#### REFERENCES

##### **Keith Rall**

Executive Vice President at Max I. Walker Cleaners and Launderers  
Omaha, NE  
402.558.3677

##### **Ted Barlows**

Assistant GM/GSM at Hiland Dairy  
Springfield, MO  
417.862.9311

##### **Dr. Peggy Rupprecht**

Director of Communications at Westside Community Schools  
Omaha, NE  
402.390.2131

## **Susie Kaup, Vice President of Digital Strategy, Envoy, Inc.**

### **SUMMARY**

Professional individual who continually defines, revises and adjusts client strategies and growth opportunities. Has built and maintained solid client relationships and communication to ensure the most efficient and seamless workflow. Develops strategies that produce measurable results. Experienced in multiple industries, each with varying strategic needs. Strong history in working with nonprofit organizations, health care organizations, consumer packaged goods (CPG) companies, educational institutions and the financial services industry.

### **PROFESSIONAL EXPERIENCE**

#### **Envoy, Inc., Omaha, Nebraska**

Vice President, Digital Strategy, June 2002 to Present

- Analyze and manage the agency's digital processes
- Provide measurable objectives for online campaigns and coordinating reporting
- Oversee agency processes and procedures, perform ongoing evaluation, and suggest improvements
- Develop digital campaign strategies for key clients
- Conduct analytics implementation and tracking, analysis and reporting
- Oversee budget planning and ongoing management
- Perform strategic development of clients' marketing efforts
- Pitch, establish and maintain new business efforts
- Develop research-based marketing assessments and the resulting marketing strategies
- Vice President, Client Services, February 2014 to December 2015
- Associate Director of Client Services, July 2010 to February 2014
- Account Executive, 2002 to 2008

### **PROFESSIONAL ASSOCIATIONS**

- Omaha American Marketing Association, positions held include communications, pinnacles, nonprofit SIG chair and board member at large
- Past:
  - Omaha Federation of Advertisers, membership committee

### **COMMUNITY INVOLVEMENT**

- Angels Among Us, guild member, 2015 to 2016
- Spring Ridge Elementary, volunteer/Destination Imagination Coach, 2013 to 2016
- Outward Bound Omaha, committee member, 2014 to 2015
- YMCA, Elkhorn Athletic Association, youth athletics coach, 2013 to 2016

### **EDUCATION**

University of Nebraska, Lincoln, Nebraska

Major in advertising, minor in English

### **REFERENCES**

#### **Chris Doyle**

Senior Director of Marketing at Boys Town  
Omaha, NE  
402.498.1219  
christopher.doyle@boystown.org

#### **Scott Hazelrigg**

President, Northstar Foundation & Omaha Outward Bound School  
Omaha, NE  
402.614.6360, Ext. 201

#### **Merle Riepe**

Principal at SilverStone Group  
Omaha, NE  
402.681.4226

## **Jasonea Shockey, Vice President of Client Services, Envoy, Inc.**

### **SUMMARY**

Marketing experience includes direct mail, webinars, website content and design, event coordination, trade show management, video interviews and editing, overall brand awareness, and lead generation. As vice president of client services, primary goal is to ensure that Envoy's client relationships are positive and stable, while working toward the development of future accounts.

### **PROFESSIONAL EXPERIENCE**

#### **Envoy, Inc., Omaha, Nebraska**

##### **November 2006 to Present**

##### **Vice President, Client Services, February 2014 to Present**

- Oversee every project that comes through the agency as it relates to key clients
- Manage account services team of account executives and coordinators
- Champion content marketing efforts on behalf of clients and the agency, including but not limited to content calendar creation, email content and design directive, and web and blog content
- Direct video production and editing
- Conduct pre-interviews and filmed interviews primarily with youth aged 14 to 18
- Perform ongoing evaluation of account services agency process and provide improvements as needed
- Perform budget planning and ongoing management
- Associate Director of Client Services, February 2014 to December 2015
- Senior Account Executive, July 2010 to February 2014
- Account Executive, November 2006 to June 2010

#### **Infocrossing, Omaha, Nebraska**

##### **Marketing Coordinator, 2004 to 2006**

- Served as event manager for all logistics and marketing activities at industry trade shows
- Managed direct mail and response indicators, fulfilled coordinating follow-up
- Developed website and marketing materials content
- Provided design direction

### **PROFESSIONAL ASSOCIATIONS**

- AMA Omaha, board member, 2004 to present, positions held include programming, membership, pinnacles, treasurer, nonprofit SIG chair and board member at large

### **COMMUNITY INVOLVEMENT**

- Westside Community Schools Task Force, 2015 to 2016
- Oakdale Elementary Design Advisory Committee, member, 2016 to present
- Oakdale Elementary Community Club Executive Committee, 2013 to 2016
- Girl Scouts of Nebraska, Troop Leader, 2014 to present

### **EDUCATION**

University of Nebraska, Omaha, Nebraska  
Major in journalism

### **REFERENCES**

#### **Chris Doyle**

Senior Director of Marketing at Boys Town  
Omaha, NE  
402-498-1219  
christopher.doyle@boystown.org

#### **Dana Sullivan**

Multimedia Manager at SilverStone Group  
Omaha, NE  
402.964.5517  
dvotava@SSGI.com

#### **Dr. Peggy Rupprecht**

Director of Communications at Westside Community Schools  
Omaha, NE  
402.390.2131  
rupprecht.peggy@westside66.net

## **Jennie Hudnall, Junior Account Executive, Envoy, Inc.**

### **SUMMARY**

More than 10 years of successful experience in customer service and support, with recognized strengths in account maintenance, problem-solving and trouble-shooting, team support, and planning and implementing proactive procedures and systems to avoid problems. Able to train, motivate, and supervise data support employees. A team player, acknowledged as "Total Quality Customer Service Professional." Able to successfully develop plans, conduct audits and variance analyses, create and govern critical data, and maintain and update accurate inventories.

### **PROFESSIONAL EXPERIENCE**

#### **Envoy, Inc., Omaha, Nebraska: Junior Account Executive, December 2015 to Present**

- Oversee the day-to-day execution of strategic and integrated communications plans
- Served as a liaison between clients and the agency's creative, interactive and media departments
- Design multiple analytic reports published in-house and to clients
- Create monthly e-newsletters for multiple clients, delivered to more than 70,000 subscribers
- Write and publish multiple blog posts each week
- Assist in creation of articles, tools and guides published on client websites
- Develop content for nonprofit clients that appeals to a specific audience, translating to subscribers and annual donor contributors

#### **ConAgra Foods, Inc., Omaha, Nebraska: Master Data Analyst, 2012 to 2015**

- Served as the project manager on complex-sized analysis and reporting efforts of master data elements
- Identified and researched data issues that interfered with business performance and processes
- Supported team members in providing well-informed coaching, guidance and training
- Kept abreast of and appropriately leveraged best practices used in the CPG industry related to master data management, data governance and data quality
- Maintained SharePoint sites and created efficient OPLs for the business

#### **Werner Enterprises, Omaha, Nebraska: Customer Service Manager, 2005 to 2007 and 2009 to 2012**

- Analyzed expenditures and other financial information to develop plans, policies and budgets for increasing profits and improving services
- Directed activities and investigations related to dispatching, routing and tracking transportation carrying merchandise for Bass Pro Shops Nationwide in order to verify and resolve customer or shipper complaints

#### **Peterson & Associates, Kansas City, Missouri: Marketing Director, 2007 to 2009**

- Created advertising portfolios for various media outlets, including commercial, radio and billboard production
- Prepared budgets and submitted estimates for program costs as part of campaign plan development
- Assisted in jury selection for mass tort trial

### **EDUCATION**

University of Nebraska, Omaha, Nebraska  
Bachelor's degree in communications and advertising

### **REFERENCES**

#### ***Mary Bullock***

Accounting Manager at ConAgra Foods  
Omaha, NE  
402.301.7726  
mary.bullock@conagrafoods.com

#### ***Dianne Betzinger***

Data Governance Manager at ConAgra Foods  
Omaha, NE  
402.740.0958  
dianne.betzinger@conagrafoods.com

#### ***Nicholas Clevenger***

Attorney at Law at Peterson & Associates  
Kansas City, MO  
816.531.4440  
nsc@petersonlawfirm.com

## **Brooke Ortner, Media Director, Envoy, Inc.**

### **SUMMARY**

A strategic, detail-oriented media professional with 13 years of agency experience.

### **PROFESSIONAL EXPERIENCE**

#### **Envoy, Inc., Omaha, Nebraska**

##### ***Media Director, March 2015 to Present***

- Serve as lead media strategist and planner on all media activity within the agency, including the agency's largest CPG client
- Manage planning, placement and maintenance of media (in-store, digital, mobile, broadcast, print, out-of-home, direct mail, email and social media) for local, regional and national clientele
- Utilize analytic tools and sales figures to optimize media campaigns and make necessary adjustments
- Stay ahead of the latest media trends and translate them to clients and internal teams
- Maintain strong relationships with media vendors
- Work closely with account services team to integrate media spending into overall budgets
- Manage budget planning, tracking and maintenance
- Perform invoice reconciliation and post-campaign evaluations
- Negotiate media and secure added value
- Manage/mentor the media buyer

#### **Zaiss & Company, Omaha, Nebraska**

##### ***Media Director, 2014 to 2015***

- Served as lead media strategist and planner on all media activity within the agency, including clients in education, health care, entertainment, nonprofit and more
- Managed planning, placement and maintenance of media (in-store, digital, mobile, broadcast, print, out-of-home, direct mail, email and social) for local, regional and national clientele
- Utilized analytic tools and sales figures to optimize media campaigns and make necessary adjustments
- Served as lead project manager for email campaign setup and reporting
- Managed budget planning, tracking and maintenance
- Performed invoice reconciliation and post-campaign evaluations
- Negotiated media and secured added value

#### **Swanson Russell, Omaha, Nebraska**

##### ***Account Manager, March 2014 to September 2014***

- Managed the development and implementation of integrated marketing communications strategies and plans for the agency's largest account
- Managed day-to-day workflow and creative processes within the agency to meet client expectations and deadlines
- Worked closely with clients and various departments within the agency to establish and track budgets
- Conducted industry research, and provided insight to internal and external teams
- Managed the planning, coordination and execution of trade show marketing plans
- Planned and executed direct mail and email marketing
- Prospected for new business opportunities

#### **Envoy, Inc., Omaha, Nebraska**

##### ***Media Director and Account Executive, 2006 to 2014***

- Served as lead media strategist and planner on all media activity within the agency, including agency's largest CPG client
- Managed planning, placement and maintenance of media (in-store, digital, mobile, broadcast, print, out-of-home, direct mail, email and social) for local, regional and national clientele
- Utilized analytic tools and sales figures to optimize media campaigns and make necessary adjustments
- Stayed ahead of the latest media trends and translated them to clients and internal teams
- Maintained strong relationships with media vendors
- Worked closely with account services team to integrate media spending into overall budgets
- Managed budget planning, tracking and maintenance
- Performed invoice reconciliation and post-campaign evaluations
- Negotiated media and secured added value
- Managed the media buyer

- Served as strategic account lead for the agency's largest CPG account
- Developed and implemented integrated marketing communications strategies and plans
- Maintained strong relationships and open lines of communication with clients, team members and vendors
- Collaborated with various departments to develop and implement integrated marketing communications plans
- Managed and coordinated all marketing, advertising and promotional activities, including shopper marketing and merchandising vehicles
- Managed day-to-day workflow and creative processes within the agency to meet client expectations and deadlines
- Worked with clients and various departments to establish and track budgets
- Performed frequent research on consumer/shopper trends and insights, and communicated the findings to internal and external teams
- Performed media analytics and generated reports
- Managed the email database
- Prospected for new business opportunities

#### **EDUCATION**

University of Nebraska, Omaha, Nebraska  
 Bachelor's degree in communications and advertising

#### **REFERENCES**

***Greg Stephenson***

Marketing Director at Hiland Dairy Foods  
 gstephenson@hilanddairy.com

***Tracy Stanko***

Managing Director/Executive Vice President at Swanson Russell  
 Omaha, NE  
 402.393.4940  
 tracys@swansonrussell.com

***Steve Johnson***

Vice President/Account Supervisor at Swanson Russell  
 Omaha, NE  
 402.818.1130  
 stevej@swansonrussell.com

## **Amy R. Goldyn, Creative Director, Envoy, Inc.**

### **SUMMARY**

Results-driven, strategic marketing professional with an extensive record of accomplishment in creating and executing comprehensive marketing and communications campaigns and projects. Proven expertise in developing and implementing marketing and communications strategies that align with the company's overall goals and objectives. Exceptional ability to communicate technical and raw product data in reader-friendly language. Extensive experience with social media and website strategy and management. Experience in departmental leadership roles.

### **PROFESSIONAL EXPERIENCE**

#### **Envoy, Inc., Omaha, Nebraska**

##### ***Creative Director, May 2016 to Present***

- Direct the creative output of the agency, working with writers, designers and art directors to create and deliver excellence in every project, from concept to completion
- Serve as a senior-level copywriter
- Work closely with account services to create smart, well-designed and effective advertising and marketing materials
- Develop creative strategies and implement all creative requirements, including copy, layout, illustrations, final art and photography
- Confirm client review and delivery schedules with account executives, and assign jobs to creative team
- Oversee creative solutions and present those to account executives
- Supervise art directors and oversee the selection and management of all freelance services
- Attend client meetings and presentations to discuss projects and sell the agency's creative product
- Help compile the strategic plan and develop advertising and other marketing materials to meet that criteria
- Remain keyed in to the department, control workflow, manage situations at will, and offer advice and consent

#### **National Property Inspections, Inc., Omaha, Nebraska**

##### ***Marketing Manager, January 2014 to May 2016***

- Created, managed and maintained the company's marketing plan
- Communicated the company's experience, expertise, services and franchise opportunities in marketing materials, in lead generation campaigns, on franchise portals, in email campaigns and on company websites
- Managed direct mail programs
- Worked with new and existing franchisees to develop marketing strategies, marketing projects and campaigns, and websites
- Developed and promoted company branding and messaging
- Managed website content and updates for the company's six websites
- Wrote press releases and managed public relations
- Managed all company social media efforts, including daily posts on social networks and two company blogs

#### **West Corporation, Omaha, Nebraska**

##### ***Marketing Manager, November 2010 to January 2014***

- Communicated the company/business unit's experience and expertise in marketing materials, in lead generation campaigns and on the company's websites
- Ensured that all copy was written professionally with a consistent tone and style
- Wrote copy for product brochures, product summaries, fact sheets, case studies, white papers, sales kits, and other marketing materials
- Served as the point of contact for assigned business unit, West Interactive
- Created, managed and maintained the business unit's marketing plan and budget
- Managed website strategy, messaging, content and updates
- Provided marketing support for trade shows and events
- Wrote press releases
- Managed all social media efforts

**Envoy, Inc., Omaha, Nebraska**

***Copywriter, October 2009 to November 2010***

- Crafted clear, convincing, original copy for a variety of projects for clients in a broad spectrum of industries — from financial services to retail consumer packaged goods to high-profile nonprofit organizations and more.
- Mastered each client's mission, branding and key messaging, and communicated these in their copy
- Brought fresh ideas and concepts to the table for client projects
- Worked with the art director to assist in the conceptualization of the look and design of projects
- Owned and grew the Envoy blog

**ACI Worldwide, Omaha, Nebraska**

***Corporate Marketing Communications Specialist, December 2004 to September 2008 and January 2001 to April 2002***

- Communicated the company's experience and expertise in marketing materials and case studies, on the company's website, and in other promotional materials
- Ensured that all copy (on an international level) was written professionally with a consistent tone and style
- Performed as the company's sole editor on an international basis
- Created new and updated existing sales kits
- Ghostwrote articles for national and international publications for high-level company executives
- Assisted the public relations manager as needed
- Developed, assigned, wrote articles, and edited text and layouts for the company publications and newsletters

**The Reader, Omaha, Nebraska**

***June 1998 to January 2001***

- Executive Editor and News Editor, April 2000 to January 2001
  - Assigned and edited cover stories, news and other sections of the paper
  - Brought the paper's focus to local news, investigative reporting, politics and local culture
  - Oversaw 95 percent of the paper's content
  - Conducted a final edit of all editorial content
  - Hired and managed the entire editorial staff: editors, freelance writers and freelance photographers
  - Worked on editorial layout with production staff members
  - Developed, managed and maintained the editorial budget, payroll, and employee records and contracts
- Managing Editor, June 1999 to April 2000
- Associate Editor, September 1998 to June 1999
- Freelance Writer, June 1998 to January 2003

**CONTRACT WORK**

**A.R. Goldyn Communications, Omaha, Nebraska**

***Freelance Marketing Specialist and Consultant, January 2001 to May 2016***

- Managed client projects from beginning to end, meeting deadlines and ensuring client satisfaction
- Approached each project with creativity to provide clients with materials that are fresh, timely and strategic
- Worked with clients to create and develop copy for print and the web
- Edited and revised/rewrote clients' existing materials
- Provided marketing and social media marketing consulting services

### **COMPUTER EXPERIENCE**

- Expert on both PC and Apple computers, all Microsoft Office applications, Access, Outlook, and Mac OS and applications
- Expert on multiple web-based systems and content management systems (CMS)
- Working knowledge of basic HTML
- Basic knowledge of Adobe Photoshop and InDesign

### **REFERENCES**

#### ***Mack McKenzie***

Consultant at Wingfish  
Omaha, NE  
402.319.3551  
mack@strategicventurepartners.com  
Former vice president at West Corporation

#### ***Denise Kellar***

Marketing Director at West Corporation  
Omaha, NE  
402.203.0559  
dmkellar@west.com

#### ***Melodi Campbell Szymczak***

Marketing Director at Worldwide Counter Threat Solutions  
Omaha, NE  
402.932.4265  
melodi.campbell@ww-cts.com

## **Patrick White, Senior Writer/Producer, Envoy, Inc.**

### **PROFESSIONAL EXPERIENCE**

#### **Envoy, Inc., Omaha, Nebraska**

##### ***Senior Writer/Producer, December 2012 to Present***

Responsibilities include developing, writing, and producing broadcast and web video content, radio commercials, website content, print advertising, etc., for Boys Town, a national nonprofit organization and Hiland Dairy Foods, a large regional consumer package goods company, and a variety of other diverse enterprises.

#### **Venel, Omaha, Nebraska**

##### ***Creative Director, 2010 to 2012***

Responsibilities included writing and producing primarily health-care-related print, web, radio and television advertising for regional and national clients; supervising the agency's creative output; and managing and mentoring creative personnel.

#### **Swanson Russell Associates, Omaha, Nebraska**

##### ***Writer/Producer, 2001 to 2010***

Responsibilities included writing and producing primarily health-care-related print, web, radio, and television advertising for regional and national clients, including USC University Hospitals, Blue Cross and Blue Shield of Nebraska, Creighton University Medical Center and Great Plains Regional Medical Center.

#### **Active Endeavors, Iowa City, Iowa**

##### ***Buyer/Manager, 1995 to 1999***

Responsibilities included day-to-day running of department — from floor sales to buying stock, merchandising, attending trade shows, writing advertisements, planning sales events, etc.

#### **Gabe's Oasis, Iowa City, Iowa**

##### ***Sound Engineer, 1990 to 1995***

Responsibilities included producing live stage shows for incoming local and national performers, including the implementation and operation of multichannel mixing consoles, digital effects processors, monitoring systems, etc.

### **CONTRACT WORK**

#### **Freelance Copywriter, 1999 to 2001**

- Wrote and edited business-to-consumer and business-to-business advertising copy, brochures, press releases, website content and corporate correspondence
- Worked on accounts for a wide variety of international clients

### **EDUCATION**

University of Iowa, Iowa City, Iowa

Bachelor's degree in communication studies, broadcasting and film

### **REFERENCES**

#### ***Heather McCain***

Art Director at Bozell

Omaha, NE

402.659.4438

#### ***Deepak Madhavan, M.D.***

Neurologist at Nebraska Medicine

Omaha, NE

402.943.6352

#### ***Steve Thiesfeld***

Director at The Great Plains Motion Picture Co.

Omaha, NE

402.339.1001

## **Tom Sain, Vice President of Creative Services, Envoy, Inc.**

### **SUMMARY**

More than 27 years of design, direction and production experience, with strengths in creative design, project management, estimating, problem-solving and account support. Ability to work independently or as part of a team, as well as motivate and supervise creative department employees. Able to successfully develop creative concepts within brand standards, estimate production, and manage projects through completion and post-campaign review.

### **PROFESSIONAL EXPERIENCE**

#### **Envoy, Inc., Omaha, Nebraska**

##### ***Vice President of Creative Services/Art Director, May 2000 to Present***

- Develop and direct campaign concepts for digital, print, interactive and broadcast advertising
- Design, photograph and illustrate visual content for digital, print, interactive and broadcast campaigns
- Oversee the maintaining of client's brand standards throughout all campaigns
- Estimate projects and work with vendors on production
- Manage projects and creative teams for campaigns, websites and trade shows
- Assist in creation of content for campaigns
- Hire and direct photographers/videographers in campaign shoots

#### **Metropolitan Community College, Omaha, Nebraska**

##### ***Adjunct Faculty, 1997 to 2000***

- Developed curriculum for web, print and illustration classes in the Electronic and Imaging Design Department
- Prepared weekly class projects, demonstrations and lectures
- Led class critiques, graded student projects, and advised students on capabilities and career paths

#### **Delaware Art Museum, Wilmington, Delaware**

##### ***Exhibit Designer/Preparator, 1988 to 1996***

- Designed exhibit layouts, signage, graphics, labeling and traffic flow for all exhibits
- Consulted with curators on communication of exhibit concepts
- Prepared budgets and submitted estimates for exhibit costs
- Assisted curators with regional artists relationships and artwork curation
- Consulted with artists on travel and delivery of artworks
- Assisted artists with construction and installation of artwork on site and managed assistant preparators

### **CONTRACT WORK**

#### **Freelance Designer and Illustrator, 1996 to 2000**

- Created illustrations, publications and logos for various clients
- Designed and project-managed installation of art exhibits and worked with vendors for exhibit production
- Consulted and assisted with curation, storage, preparation and installation of museum exhibits

### **EDUCATION**

University of Delaware, Newark, Delaware

Master's degree in fine arts

Middle Tennessee State University, Murfreesboro, Tennessee

Bachelor's degree in fine arts

### **REFERENCES**

#### ***David M. Weiss***

Owner/Director of Photography at DMWeiss Productions

Omaha, NE

402.319.8439

dmweiss@cox.net

#### ***Peggy Reinecke***

Artist/Adjunct Faculty at Metropolitan Community College

Omaha, NE

402.980.3857

pardfa@cox.net

#### ***Teri Hamburger***

Executive Director at American Advertising Federation Omaha

Omaha, NE

402.561.6625

aafomaha.teri@gmail.com

## **Stuart G. Bohlim, Art Director, Envoy, Inc.**

### **SUMMARY**

Highly skilled professional graphic designer who lends a thoughtful, strategic eye to the client's creative output. Understands the power of simplicity and the evolving design aesthetic of audiences, and uses those skills to deliver memorable campaigns. Designs for multiple clients, including CPG and nonprofit clients. Experience as an artist and illustrator provides clients with captivating original artwork when requested.

### **PROFESSIONAL EXPERIENCE**

#### **Envoy, Inc., Omaha, Nebraska**

##### ***Art Director, October 1999 to Present***

- Provide clients with professional art and design that will make their brands and campaigns memorable
- Design and monitor the quality of art, designs and concepts for all print, outdoor and collateral materials produced within the agency
- Design packaging for the agency's largest CPG client
- Stay current with current design tools, trends and evolving design aesthetic
- Create original artwork and illustrations as requested by clients

#### **Epsen Hillmer Graphics, Omaha, Nebraska**

##### ***Senior Designer, November 1991 to October 1999***

- Designed and produced new and updated packaging and materials for nationwide clients

### **CONTRACT WORK**

#### **Freelance Designer and Illustrator, 1996 to 2000**

- Provide illustration, design and murals for well-known businesses, organizations and events throughout the Omaha area
- Manage client projects from beginning to end, meeting deadlines and ensuring client satisfaction
- Approach each project with creativity to provide clients with materials that are fresh, timely and strategic
- Notable clients include the Omaha Summer Arts Festival, First National Bank of Omaha, Pinnacle Health Club, Union Pacific, American Express Information Services, ACI Worldwide, Boys Town and Mutual of Omaha
- Created the well-known 4-foot-by-56-foot mural at Jams Bar & Grill in Omaha, which won an NSA/AIA Design Award (the restaurant has since been remodeled)

### **COMPUTER EXPERIENCE**

- Expert on Apple computers and Adobe Creative Suite
- Experience with Microsoft Office applications, including Word, PowerPoint, Excel and Outlook

### **EDUCATION**

Columbus College of Art and Design, Columbus, Ohio

Bachelor of Fine Arts, major in illustration, minor in advertising design

### **REFERENCES**

#### ***Dave Brown***

President, Regal Printing  
402.339.9797  
davebr@regalprint.com

#### ***Philip Crews***

President, Publication Printing of Nebraska, Inc.  
402.779.4696

#### ***Chris Doyle***

Senior Marketing Director at Boys Town  
402.498.1219  
christopher.doyle@boystown.org



**III. TERMS AND CONDITIONS**

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AH			

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf)

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AH			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AH			

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AH			

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. CONTRACT CONFLICTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

**L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**M. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**N. PROPOSAL PREPARATION COSTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**O. ERRORS AND OMISSIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**P. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**Q. ASSIGNMENT BY THE STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**R. ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**T. GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**U. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**V. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**W. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**X. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**Y. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AN			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Z. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative

appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**BB. BREACH BY CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**CC. ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**DD. ADMINISTRATION – CONTRACT TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work

product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

**EE. PENALTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

**FF. RETAINAGE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The State may withhold five percent (5%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

**GG. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**HH. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**II. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

**JJ. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

Contractor will be required to submit an itemized monthly invoice and a quarterly report to include a narrative description of the project activities that have occurred in the previous quarter.

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices and reports are to be submitted to TFN no later than 30 days after the end of each month in which the work is performed and completed. No invoice will be approved unless the associated deliverables have been approved.

Invoices and reports are to be sent to: Tobacco Free Nebraska, Attn: Program Manager, PO Box 95026, Lincoln, NE 68509. Upon agreement between the State and the Contractor, invoices may be emailed. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**KK. RIGHT TO AUDIT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**LL. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**MM. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**NN. CHANGES IN SCOPE/CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**OO. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

If any term or condition of the 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 conditions 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 provision held to be invalid.

**PP. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**QQ. PROPRIETARY INFORMATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**SS. STATEMENT OF NON-COLLUSION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**TT. PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the Cost Proposal form shall remain fixed from the date of award through June 30, 2018. Any request for a price increase subsequent to the first year shall not exceed five percent (5%) of the previous Contract period and must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any

requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**UU. BEST AND FINAL OFFER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**VV. ETHICS IN PUBLIC CONTRACTING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**WW. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**XX. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**YY. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**ZZ. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**AAA. TIME IS OF THE ESSENCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**BBB. RECYCLING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

**CCC. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**DDD. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**EEE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**FFF. POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**GGG. OFFICE OF PUBLIC COUNSEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PH			

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

**HHH. LONG-TERM CARE OMBUDSMAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

**III. TOBACCO COMPANY AFFILIATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PN			

Contractor shall not have a current, or within the past five (5) years, contract or affiliation with a tobacco company. In addition, the contractor, or any proposed subcontractors, shall not conduct any business with any entity either wholly or partially owned, controlled, and/or managed by a company manufacturing, making, or marketing tobacco or tobacco-related products. Contractor certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, parent company, or any other organizations funded by tobacco companies during the term of the contract from the Nebraska Department of Health and Human Services/Tobacco Free Nebraska Program.



# TECHNICAL APPROACH

## A. Understanding of the project requirements

Envoy understands that the goals of the No Limits youth organization are the following:

1. Broaden public awareness among middle school and high school students about the dangers associated with tobacco use.
2. Increase awareness of the organization, and increase membership and member participation.
3. Broaden the organization's visibility and reach, and find new ways to reach its target audience.
4. Develop, promote and carry out memorable campaigns, events, etc., that will resonate with teen audiences.

According to recent research, cigarette smoking among U.S. youth has declined in recent years; however, use of other tobacco products has increased.

In regard to cigarette smoking, the number of middle school students who reported smoking cigarettes in the last 30 days has decreased by 2 percent since 2011. Among high school students, the number has decreased 6.5 percent since 2011.

However, while 2.3 percent of middle school students reported that they smoked cigarettes in the last 30 days, 5.3 percent indicated that they had used electronic cigarettes during that time frame. Additionally, 9.3 percent of high school students indicated they had smoked cigarettes in the last 30 days, while 16 percent said they had used electronic cigarettes. These numbers have increased by 0.6 percent and 1.5 percent respectively.

In 2015, nearly 40 percent of Nebraska high school students reported that they had tried some sort of electronic smoking device. Envoy sees this group as one for which No Limits should provide additional awareness and deliver targeted messages.

The Centers for Disease Control (CDC) also reports that the use of hookahs is up among middle school students (1 percent increase) and high school students (4.1 percent increase). In addition, use of smokeless tobacco products has held steady since 1999, and high school athletes are more likely to use smokeless tobacco than non-athletes.

Overall, according to the CDC, 7.4 percent of middle school students and 25.3 percent of high school students used some type of tobacco product in 2015. Moreover, the CDC reports that the use of multiple tobacco products is prevalent among youth, and this can lead to an increased risk of nicotine dependence and continued use of tobacco products.

## B. Proposed development approach

Envoy recommends that the No Limits youth organization maintain its efforts to combat cigarette and smokeless tobacco use among youth. Because of the increasing pervasiveness of electronic cigarettes and hookahs, Envoy proposes that Tobacco Free Nebraska strengthen its platform against these devices. Some research suggests that teens who use electronic cigarettes are more likely to graduate to traditional cigarettes, so we believe that preventing youth e-cigarette use will also work to combat cigarette use.



Furthermore, smokeless tobacco use has held steady over the past two decades, and the fact that these products are more commonly used among high school athletes is troubling. Thus, we recommend that No Limits develop a targeted strategy to discourage teen use of the following:

- Electronic cigarettes
- Smokeless tobacco
- Hookahs

Envoy also recommends that Tobacco Free Nebraska and No Limits work to increase student membership and participation in No Limits, with a goal of attracting students from every middle school and high school in the state.

To help reach this goal, Envoy suggests a hands-on, school-focused approach to building out a No Limits group that has the following attributes:

- Students from all across the state of Nebraska.
- The students involved in the group are fully committed to the project.
- The students who participate are not only interested in aiding the general health of the entire state but they are also interested in participating in a unique learning experience from experts in the marketing industry.
- The students should be a diverse group of young people who resemble the demographics and psychographics of the greater student population in Nebraska.
- Grow the No Limits group to a larger number. With a larger group comes more complexities, but Envoy believes that a larger member group will increase the organization's footprint and its access to school-based promotions throughout the state. By splitting the overall group into smaller, more focused work teams, we believe that we will have better success and engagement, thereby sidestepping the common issues associated with larger groups.

Schools are gateways for youth organizations such as No Limits. Not only can Nebraska's middle schools and high schools help increase the reach of the No Limits group, but they can also help disseminate information and share members' successes with the target audience. Envoy believes that by leveraging the schools, we can achieve the best outcome.

An indirect approach to recruitment that we propose for increasing the No Limits organization's reach is to strategically place members at select statewide events that attract teens in order to make the group more visible. For example, an organized presence at the Nebraska State Fair could attract teens from throughout the state. A similar presence at events like the Maha Music Festival would give No Limits visibility in the state's most densely populated city.

Organized volunteer efforts are other ways the group could improve its profile, and the opportunity to do volunteer work may attract new members. We see endless possibilities for No Limits to become better known and to make it an organization that teens are excited about.

Within the details of the project work plan is a strategy for how we plan to acquire, engage and mentor the No Limits youth-led initiative.

### **C. Technical considerations**

Envoy serves clients of all sizes — including local, regional and national organizations — and we have the experience and ability to ensure that our remote clients receive the same amount of time and attention as they would if they were just down the street from our office. In addition to regular visits to client locations, Envoy has all of the necessary technology in place for effective, efficient remote client relationships.



We understand that communication is the cornerstone of a positive, successful relationship, so we have made every effort to have the resources available to facilitate communication and project success. Envoy uses the following tools to manage remote client relationships:

- A secure file transfer protocol (FTP) site for upload and download of confidential documents
- GoToMeeting®, an online conferencing tool that allows us to meet and collaborate with remote clients in a live video environment
- LiveOffice TeleConferencing, a tool that enables us to hold meetings via conference call
- Basecamp®, an online database and project management tool that allows a single point of access for all projects, materials, status and feedback, as well as streamlines workflow and allows client access for project approval and comments

In addition to maintaining a successful remote relationship, Envoy understands and sees extreme value in building face-to-face relationships. Thus, we would be available for regular visits with the No Limits board and with members across the state.

#### **D. Detailed project work plan**

Upon selection, Envoy would begin communication with the State of Nebraska/Tobacco Free Nebraska regarding additional expectations, what has and hasn't worked in the past, what insights members can provide, etc.

Based on our current understanding of the project, Envoy will work to obtain a diverse group of individuals for the No Limits organization with the following efforts:

- An outreach system for middle schools and high schools across the state to gauge initial interest in involvement. The outreach system will include:
  - Mailers
  - Email campaigns (if available)
  - Direct phone calls to school administrators
  - Social media campaigns geared toward students prior to our "pitch"
  - Presence at large student-based events throughout the state
- Outreach to middle schools and high schools throughout the state. Based on the Envoy staff's extensive experience volunteering in schools, we know that certain existing groups have members who may show greater interest in involvement. These are groups such as DECA, FBLA and Destination Imagination. These organizations not only give us access to involved students but they also may be able to include students' support of No Limits within their curriculum. Based on this, Envoy suggests the following contacts for outreach:
  - School principals
  - Director of DECA program
  - Director of FBLA program
  - Director of Destination Imagination program

- Based on the results of the initial outreach list, Envoy would develop a “pitch list” and a Recruiting Roadshow schedule for the months of September and October to visit schools across the state and “pitch” the No Limits organization to interested students. The goals for each pitch event/roadshow would be as follows:
  - Make it exciting.
  - Make students feel empowered.
  - Help students understand that this project can help change and save lives.
  - Help students understand the experience they will gain from a project like this, including but not limited to:
    - Direct contact and a real-world working experience with experts in the marketing field
    - Service hours may apply if they are required to complete a specific number of hours before high school graduation
    - Excellent experience to include on a college application
    - A life experience that is unavailable through other school activities
    - The ability to work with and network with a diverse group of students throughout the state
  - Let the youth know the required commitment and expectations from the state.
  - Outline the details and goals of the organization and its projects.
  - Discuss next steps and gather contact information from interested parties.
- Envoy will develop social media content from the Recruiting Roadshow to help document the initial stages of the project as real-life documentary footage for viral videos. The process of building the “movement” will help tell the story and increase followers for the “youth-led movement.”
- Once the entire No Limits group is identified, Envoy will meet with members in small groups (dependent on the final group size), in person or via Skype to mentor them on how to increase their visibility. Initially, we will essentially show them how to turn the group into an advertising agency for itself. Envoy would teach them how to:
  - Identify goals
  - Facilitate a brainstorming process to encourage innovation and new ideas
  - Identify an action plan and specific tactics
  - Maintain momentum from meeting to meeting
  - Build out a communications calendar
  - Discuss public relations and potential opportunities; existing events and resources; and events where the organization would like to establish a presence
  - Discuss ideas for organized/group volunteer efforts
  - Build out an events calendar
  - Identify specific events where they would like a presence
  - Discuss how the No Limits organization’s success will be determined
  - Discuss a plan of attack and recurring meeting dates
  - Plan the organization’s budget
  - Contact Envoy’s mentoring team (the agency team will have contacts for the following: marketing strategy, public relations, social media, event logistics, creative strategy and team management)
- Check-in meetings will occur monthly with the entire group, and one-off meetings with small groups will occur as needed.
- During the close of summer 2017, Envoy will work with the group to analyze what worked, what did not work and what could be done better.
- Based on the findings from the above, Envoy will begin the planning process for the next group of No Limits participants.

## **E. Deliverables and due dates**

### **July 2016**

Communication begins. Initial meeting with the State of Nebraska/Tobacco Free Nebraska regarding additional expectations, what has and hasn't worked in the past, insights from members, etc.

### **Late August 2016**

Construct an outreach system for middle schools and high schools across the state to gauge initial interest in No Limits. The outreach system will include the following:

- Mailers
- Email campaign (if available)
- Direct phone calls to school administrators
- Social media campaign targeting students before our "pitch"

### **Early September 2016**

Envoy will complete the Recruiting Roadshow schedule and "pitch list." Envoy representatives will go on the road with the No Limits message, visiting schools around the state and working with current members at their schools to recruit new members.

### **Late September 2016**

Once the entire No Limits group is identified, Envoy will meet with members in small groups (dependent on the final group size), in person or via Skype to mentor them and prepare them for the upcoming efforts.

### **Ongoing**

Envoy will develop social media content from the Recruiting Roadshow to help document the initial stages of the project, creating real-life documentary footage for viral videos. The process of building the "movement" will help tell the story and gain followers for the youth-led movement.

Envoy will help the No Limits board build and maintain a social media calendar to enable a concerted social media effort and presence.

Envoy will continually seek opportunities for public relations efforts, media/interview opportunities, sponsorship opportunities and various activities.

### **Monthly Throughout the Contract's Duration**

Envoy will conduct monthly check-in meetings with the entire No Limits group. We will also schedule one-off meetings with small groups as needed.

Envoy will work with the No Limits board to plan and maintain the organization's budget.

### **May 2017 Through June 2017**

Envoy will work with the No Limits board to analyze what efforts worked, what did not work and what could be done better next year.



### **July 2017**

Based on the findings from the above exercise, Envoy will begin the planning process for the next group of No Limits board members and participants.

### **Late August 2017**

Launch outreach for middle schools and high schools across the state to gauge initial interest in No Limits. Outreach will include the following:

- Mailers
- Email campaign (if available)
- Direct phone calls to school administrators
- Social media campaign

### **Early September 2017**

If the first Recruiting Roadshow was successful, Envoy will complete a new road show schedule and “pitch list.” Envoy representatives will go on the road with the No Limits message, visiting schools around the state and working with current members at their schools.

### **Late September 2017**

Once the entire No Limits group is identified, Envoy will meet with members in small groups (dependent on the final group size), in person or via Skype to mentor them and prepare them for the upcoming efforts.

### **Ongoing**

Envoy will develop social media content from the Recruiting Roadshow to help document the initial stages of the project, creating real-life documentary footage for viral videos. The process of building the “movement” will help tell the story and gain followers for the youth-led movement.

Envoy will help the No Limits board build and maintain a social media calendar to enable a concerted social media effort and presence.

Envoy will continually seek opportunities for public relations efforts, media/interview opportunities, sponsorship opportunities and various activities.

### **May 2018 Through June 2018**

Envoy will work with the No Limits board to analyze what efforts worked, what did not work and what could be done better next year.

### **July 2018**

Based on the findings from the above exercise, Envoy will begin the planning process for the next group of No Limits board members and participants.



**Additional Efforts**

Envoy will work with the No Limits board and members to devise a list of large and/or statewide events where they would like to establish a presence. This will help recruit new members by increasing public awareness of the organization.

We will work with the board and members to brainstorm organized volunteer efforts and to create a calendar of when these efforts will take place.

Envoy will work with the No Limits board to schedule and arrange the organization's annual Youth Activism Summit, as well as other activism events and opportunities.