

**Teresa Fleming / Annette Walton
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
402-471-6500**

**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES
RFP 5749 Z1**

Opening Date & Time: February 21, 2:00 p.m.

ORIGINAL

ClarkCreativeGroup

DEAR SELECTION COMMITTEE,

Please accept this letter of interest and proposal for Marketing & Advertising Services to the State of Nebraska, Tobacco Free Nebraska.

Clark Creative Group is a full-service marketing, advertising and public relations agency with a full-time staff of 16 talented individuals. The agency was established in 1992.

Key agency accounts include Metropolitan Community College, Visit Omaha, Baxter Automotive Group, Nebraska State Education Association, Security National Bank, Nebraska Organ Recovery, Thermal Services, First Five Nebraska, Health Center Association of Nebraska and Valentino's.

We have extensive experience creating and executing statewide campaigns with the goal of shaping public opinion around social issues. We are also excellent at reaching underserved markets and have done so statewide for many organizations.

Our entire team is passionate about Tobacco Free Nebraska's mission to eliminate tobacco use in our state, and we are excited about this opportunity.

We look forward to hearing from you.

Sincerely,



MELANIE CLARK

President
Clark Creative Group

TABLE OF CONTENTS

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM	1
2. CORPORATE OVERVIEW	
a. Bidder Identification Information	2
b. Financial Statements	2
c. Change of Ownership	4
d. Office Location	4
e. Relationships with the State	4
f. Bidder's employee relations to State	4
g. Contract performance	4
h. Summary of bidders corporate experience	5
i. Summary of bidders proposed personnel/management approach	12
j. Subcontractors	20
3. TECHNICAL APPROACH	
a. Understanding of Project Requirements / Scope of Work	21
b. Proposed Development Approach	21
c. Technical Considerations	
Bidder Requirements	
• Question 1	22
• Question 2	24
• Question 3	25
• Question 4	27
• Question 5	35
• Question 6	37
• Question 7	40
• Question 8	41
• Question 9	42
d. Deliverables and Due Dates	43
e. Scenarios	44

APPENDICES

Appendix A: Form Bidder Contact Sheet

Appendix B: Sections II to IV (Terms and Conditions)

COST REQUIREMENTS

- a. Cost Proposal Template
- b. Project Rates

1. REQUEST FOR PROPOSAL FORM

Please see signed "Request for Proposal for Contracted Services" form on next page.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.


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.

MMC 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.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Clark Creative Group
COMPLETE ADDRESS:	514 S. 13th Street, Suite 100 Omaha, NE 68102
TELEPHONE NUMBER:	402-345-5800
FAX NUMBER:	402-345-4858
DATE:	2/21/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Melanie M. Clark, President

2. CORPORATE OVERVIEW

a. BIDDER IDENTIFICATION AND INFORMATION

Clark Creative Group
514 S. 13th St.
Omaha, NE 68102
402-345-5800 (phone)
402-345-4858 (fax)

Clark Creative Group is an S-Corporation, owned by Fred and Melanie Clark. The company was established in 1992.
Website: clarkcreativegroup.com

Federal Tax I.D. 47-0777249

Primary Contact:
Melanie Clark
402-345-5800 (office)
402-345-4858 (fax)
402-740-1151 (mobile)
mel@clarkcreativegroup.com

b. FINANCIAL STATEMENTS

Clark Creative Group has been delivering marketing results for 26 years as a privately held company. We are a full-service advertising and digital marketing firm offering everything from strategy and media placement to creative, graphic design and video services. We currently employ 16 talented and dedicated professionals and serve an active client list of 35 businesses and organizations. Work for these clients ranges from full-service strategy and implementation to ongoing creative and media projects.

Clark Creative Group's longevity goes deeper than just the decades we've been in business. Testimony of our success is evident in how long our clients have been with us, and how long we have had the same cohesive creative team.

The vast majority of our full-service clients stay with us for 10-plus years, which in the world of marketing is a very long time. Three of our long-term clients—Baxter Auto Group, Security National Bank and All Makes Office Equipment—have been with us 20-plus years. We are also widely known in our industry as a great place to work: that's why 70 percent of our team has been with us 10-plus years. This kind of track record allows us to work more effectively and efficiently for our clients.

Our strong creative is one of our biggest assets. It's not just our middle name; it's our entire philosophy. Thanks to advances in technology, our industry has changed dramatically over the past decade, but one thing remains the same: Unless you have a strong, enticing message that speaks directly to your target audience, marketing won't get you results. No matter where you place it or how many dollars you put behind it.

We also have great media prowess. As one of the largest media placement agencies in the region, Clark Creative Group has solid negotiating power and the best media tracking software available.

2. CORPORATE OVERVIEW

b. FINANCIAL STATEMENTS (Continued)

We have extensive experience in marketing to diverse populations, including Hispanic and Latino populations, which are key targets for several of our clients. We have created and placed Spanish language campaigns in television, radio, online and print mediums for the following clients: Metropolitan Community College, Cox Communications, Baxter Auto Group, Security National Bank, Nebraska State Education Association, Nebraska Organ Recovery, Health Center Association of Nebraska and Building Healthy Futures.

We also have extensive experience marketing statewide to rural areas, and have done so for the following clients: Nebraska Organ Recovery, Nebraska State College System, Baxter Auto Group, First Five Nebraska, Health Center Association of Nebraska, Community Action Partnership of Western Nebraska, Wayne State College and more.

Our company has no judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of our organization.

Banking Reference
Mike O'Neal
Security National Bank
402-344-7300

HEALTH AND ADVOCACY CLIENTS

Building Bright Futures	Kort Igel Orthodontist	Nelson Mandela Elementary School
Building Healthy Futures	Members M.D.	Omaha Children's Museum
CASA for Douglas County	Metropolitan Community College	Omaha Conservatory of Music
Chadron State College	Metropolitan Community College Foundation	Peru State College
Children's Hospital Foundation	Midland University	Phoenix Academy
Clarkson College	Nebraska Department of Education	Project Houseworks
Community Action Partnership of Western Nebraska	Nebraska Methodist College	Rx Care Assurance
First Five Nebraska	Nebraska Organ Recovery	School Based Health Centers
Fremont Area Medical Center	Nebraska State College System	St. Joseph Hospital
Health Center Association of Nebraska	Nebraska State Education Association	Wayne State College
Holland Children's Movement	Nebraska Writer's Collective	Western Nebraska Community College
Home Instead	Nelson Mandela Early Childhood Education Center	Women's Fund of Omaha
Inclusive Communities		

CLIENTS TARGETING UNDERSERVED POPULATIONS

Building Healthy Futures	First Five Nebraska	Nebraska Department of Education
Building Bright Futures	Health Center Association of Nebraska	Nebraska Organ Recovery
CASA for Douglas County	Holland Children's Movement	Nebraska State Education Association
Columbus Public Schools	Inclusive Communities	
Community Action Partnership of Western Nebraska	Metropolitan Community College	

2. CORPORATE OVERVIEW

b. FINANCIAL STATEMENTS (Continued)

CLIENTS TARGETING UNDERSERVED POPULATIONS (CONTINUED)

Nelson Mandela Early Childhood Education Center	Phoenix Academy	St. Joseph Hospital
Nelson Mandela Elementary School	Project Houseworks	Women's Center for Advancement
Omaha Conservatory of Music	School Based Health Centers	Women's Fund of Omaha

ADDITIONAL CLIENTS

All Makes Office Equipment	Lustgarten & Roberts Law	Taylor & Martin
Amazing Pizza Machine	Mannheim Steamroller	Thermal Services
Baxter Auto Group	Metro Credit Union	Valentino's
Greenberg's Jewelers	Metropolitan Omaha Builder's Association	Visit Omaha / Omaha Convention & Visitors Bureau
Hawkins Construction	Security National Bank	
Holland Basham Architects		

c. CHANGE OF OWNERSHIP

Fred and Melanie Clark have maintained ownership of Clark Creative Group since the company's inception in 1992, and anticipate no changes in ownership.

d. OFFICE LOCATION

Clark Creative Group's office location at 514 S. 13th St. in Omaha, Nebraska will be responsible for performance pursuant to an award of contract with the State.

e. RELATIONSHIP WITH THE STATE

Clark Creative Group has no contracts with the State of Nebraska, and has had none in the past 5 years.

f. BIDDER'S EMPLOYEE RELATIONS TO THE STATE

No parties named in this proposal were employees of the State within the past 12 months.

g. CONTRACT PERFORMANCE

Clark Creative Group has not had a contract terminated for default during the past 5 years.

2. CORPORATE OVERVIEW

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects **similar to this RFP in size, scope and complexity**. The state will use no more than (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

NEBRASKA ORGAN RECOVERY

A 2016 research effort by Nebraska Organ Recovery revealed that most Nebraskans aren't opposed to organ donation, but simply don't make time to register. After streamlining its online registration process, the organization asked Clark Creative Group to come up with a campaign to motivate Nebraskans to go online and register to become a donor.

With only 650,000 Nebraskans registered, the organization wanted to increase registrations by 5 percent. We launched the "No Excuses" campaign in March 2017. We began production in January, and had the creative ready by March 1 for a 6-week schedule in the spring, and another 6 weeks in the fall. The creative humorously highlights the silly excuses people make to avoid doing everyday things—such as exercise, take out the trash and get to work on time.

The effort included a micro-site (noexcusenebraska.org) built in the "No Excuses" theme to simplify the message and make it easier to register. Media included statewide television, radio, digital ads and paid social media with video. We also utilized hyper targeting geo-fence digital, surrounding all of the DMVs in Nebraska. The campaign was a huge success and the organization slightly surpassed its goal.

All work was performed by Clark Creative Group as the prime contractor.

Contact:

Kara Cordell
PR & Marketing Manager
Nebraska Organ Recovery
402-281-4738
kara.cordell@nedonation.org

Please see samples on next page and at:


Nebraska Organ Recovery
<https://vimeo.com/ccgpost/ccg-demo>
Password: CCG
noexcusenebraska.org

2. CORPORATE OVERVIEW

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE (Continued)

NEBRASKA ORGAN RECOVERY SAMPLE

Facebook video placement



The image shows a Facebook video placement for Nebraska Organ Recovery. At the top left is the 'LIVE ON LIFE' logo. To its right is the text 'Nebraska Organ Recovery' and 'Sponsored' with a small icon. Below this is the text: 'We all make excuses, but there's no good excuse not to register to be an organ donor.' The main visual is a large yellow rectangle with the text 'NOEXCUSE' in yellow and 'NEBRASKA.ORG' in green, with a play button icon in the center. Below this is the text 'Register Online Today' followed by 'Anyone over age 16 can register to be an organ donor, regardless of age or health. One organ donor can save up to eight lives. One tissue donor can heal 100 people. Help ...'. At the bottom left is the URL 'NOEXCUSENEBRASKA.ORG' and at the bottom right is a 'Sign Up' button.

<https://vimeopro.com/ccgpost/ccg-demo>

Password: CCG

2. CORPORATE OVERVIEW

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE (Continued)

Nebraska State College System

In 2015, Clark Creative Group was awarded the contract to market the Nebraska State College System.

The contract involved creating four separate yet connected statewide campaigns for four entities:

1. Nebraska State College System
2. Wayne State College
3. Chadron State College
4. Peru State College

The system's campaign goal was to increase awareness of the benefits of Nebraska's state colleges, including low cost and personalized attention. Each campus campaign had a goal of increasing inquiries and tours and, ultimately, registered students. In addition to statewide Nebraska, media was placed in parts of Iowa, Wyoming and South Dakota.

All four campaigns ran throughout the 2016 calendar year.

Our team conceptualized, wrote and directed one television and radio commercial for each entity, maximizing the overall media spend by keeping production costs low, despite our crew needing to travel to each campus. Campaigns also included digital and paid social media.

The campaigns were so successful that Wayne State, which has a separate marketing budget outside of the NSCS, hired Clark Creative Group to continue the campaign in 2017.

All work was performed by Clark Creative Group as the prime contractor.

Contacts:

Dr. Korinne Tande
Nebraska State College System
402-471-4205
ktande@nscs.edu

Jay Collier
Director of College Relations
Wayne State College
402-375-7325
jacolli1@wsc.edu

Please see samples on next page and at:

Nebraska State College System
<https://vimeopro.com/ccgpost/ccg-demo-1>
Password: CCG

2. CORPORATE OVERVIEW

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE (Continued)

Nebraska State College System Samples

3 Panel Gif



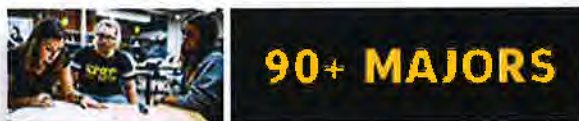
Mobile Ad - Parents



Mobile Ad - Teens



3 Panel Gif



2. CORPORATE OVERVIEW

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE (Continued)

Health Center Association of Nebraska

A campaign was developed to promote and encourage uninsured Nebraskans to enroll or re-enroll in health coverage via visits to HCAN Community Health Centers. The campaign was aimed at reaching low-income and underserved individuals and families in each Community Health Center market.

The 3-year campaign ran during the health insurance enrollment periods of each year — October 2014 - January 2015, October 2015 - January 2016, and October 2016 - January 2017.

The creative elements for each campaign included :60 radio commercials, newspaper print ads, social media graphics, and marketing materials for each clinic, which included posters, brochures, counter cards and postcards. Planning for each campaign began in late summer to be prepared for the October launch date.

Radio commercials and print ads were used in each of HCAN's Community Health Center communities across Nebraska. Markets included: Omaha, Lincoln, Columbus, Scottsbluff, Grand Island, and Norfolk. A mix of Ag, Top 40, Country and Spanish formats were used for radio. Print ads ran in both paid and free publications within each community. Spanish publications were also included.

Clark Creative Group was responsible for the campaign planning, design, development and production of all creative materials as well as media placement and post-campaign analytics.

Clark Creative Group was the prime contractor for this campaign.

Contact:

Angela Lindstrom
Integrated Marketing Director
alindstrom@HCANebraska.org
402-932-3147 - phone
402-933-3967 - fax

Please see samples on next page and at:

Health Center Association of Nebraska
<https://vimeopro.com/ccgpost/ccg-demo-2>
Password: CCG

2. CORPORATE OVERVIEW

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE (Continued)

Health Center Association of Nebraska Samples

Enrollment Fliers - English & Spanish



Getting started is easy.

Set up a free appointment with a Certified Appointment Setter. They will explain your coverage options, answer your questions, help you enroll and see if you qualify for financial assistance.

EAST-CENTRAL DISTRICT Health Department

PLATTE, COLFAX, BOONE & HANCE
Better Health Through Partnerships

a nebraska *health* center

402-562-8962

4321 41st Avenue, Columbus, NE 68601
easthd.ne.gov

Open Enrollment is November 1st – January 31st



Es fácil empezar.

Programa una cita con una Asesora Certificada para Salud. El Asesorador explicará sus opciones de cobertura, responderá sus preguntas y ayudará a inscribirse y a ver si califica para asistencia financiera.

EAST-CENTRAL DISTRICT Health Department

PLATTE, COLFAX, BOONE & HANCE
Better Health Through Partnerships

a nebraska *health* center

402-562-8962

4321 41st Avenue, Columbus, NE 68601
easthd.ne.gov

Programa de Seguro Médico

La inscripción abierta es del 1 de noviembre al 31 de enero.

2. CORPORATE OVERVIEW

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE (Continued)

Health Center Association of Nebraska Samples

Website Landing Page - English & Spanish



2. CORPORATE OVERVIEW

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Clark Creative Group works in a series of client-oriented teams and has few management layers, allowing each professional to be relatively autonomous in his or her work. We believe this spurs both creativity and ownership in the final product for our clients. When you work with Clark Creative Group, you always get the "A" team. Meet your "A" team.

FRED CLARK **Creative Strategist, President**

Education

Bachelor of Science in Advertising & Education
Northwest Missouri State University

Fred Clark founded Clark Creative Group in 1992, and brings more than 30 years of advertising and marketing experience to the team. Fred has won many regional and national awards for his campaigns, including the Omaha Federation of Advertising's "Ad Pro of the Year." Fred is President of the board of directors for the Bemis Center for Contemporary Arts and is a graduate of Northwest Missouri State with a B.A. in Communication.

Practical Experience

Fred brings both the strategic and creative experience needed to create a strong brand and identity. He has established marketing strategies and creative approaches for many recognizable brands, including Metropolitan Community College, Omaha Convention & Visitors Bureau, Thermal Services and Baxter Auto Group, to name just a few. Fred is actively involved in the creative development, copywriting and video directing for all Clark Creative Group accounts.

Role & Responsibilities

Fred will serve as writer, director and producer. He will develop and conceptualize ideas for the account. He will also serve as director for any television and radio production.

References

Richard Katt

State Director, Nebraska Career Education
Nebraska Department of Education
402-471-4808
rich.katt@nebraska.gov

Jim Landen

President, Security National Bank
402-345-5800
jlanden@snbomaha.com

Karen Kilgarin

Director of Public Affairs & Communications
402-475-7611
Karen.Kilgarin@nsea.org

2. CORPORATE OVERVIEW

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

MELANIE MORRISSEY CLARK

Public Relations Director, Senior Account Executive, President

Education

Bachelor of Science in Communication & Journalism
University of Nebraska at Omaha

Melanie has been part of the Clark Creative Group team since the company's inception in 1992. An experienced marketing strategist and account executive, Melanie also is an award-winning writer and author. A graduate of the University of Nebraska at Omaha, Melanie is currently President of the Women's Fund of Omaha board of directors and serves on the boards of CASA of Douglas County and Phoenix Academy. She is also the volunteer editor of Today's Omaha Woman magazine.

Practical Experience:

As account executive for some of our top clients, Melanie has managed marketing budgets ranging from \$10,000 to more than \$1 million. Melanie has served as the account executive for higher education clients such as Metropolitan Community College and Nebraska Methodist College, and small private schools such as Brownell Talbot School and Marian High School. Her experience as a writer plays an important role in helping clients create strong communication strategies.

Role & Responsibilities:

Melanie will serve as the key contact for the day-to-day workings of the account and act as liaison between the client and other members of the team. She will develop marketing strategies and spearhead public relations and copywriting for the account.

References

Nannette Rodriguez

Associate Vice President for Marketing, Brand & Communication
Metropolitan Community College
531-622-2733
nmrodriguez@mccneb.edu

Michelle Zych

Executive Director
Women's Fund of Omaha
402-827-9280
mzych@omahawomensfund.org

Lynette Farhart

Executive Director
Project Houseworks
402-965-9201
lynette@rebuildingomaha.org

2. CORPORATE OVERVIEW

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

LISA MEEHAN

Vice President of Media Services

Education

Bachelor of Science Communication
University Northern Iowa

Lisa has more than 15 years of media buying experience with Clark Creative Group. These include national buys for clients such as Mannheim Steamroller; regional buys for Baxter Auto Group, Midland University and Greenberg's Jewelers; and statewide buys for the Nebraska State Education Association, Nebraska State College System and Metropolitan Community College.

Lisa is organized, accurate and serious about media value. Whether dealing with television, radio, print, outdoor or digital reps, Lisa fights for the best value in media for all Clark Creative Group clients. Lisa is a graduate of the University of Northern Iowa with a B.A. in Communication. She has served on the Fontenelle Forest Guild Board and Chairs the Rockbrook Community Club.

Practical Experience

Lisa's media planning and buying experience has helped her build confident relationships within the industry to stay on top of changes in the media landscape. She has worked with budgets from a few thousand dollars to many millions of dollars, providing effective placement and valuable earned media for both. Her media buys blend the hard numbers provided by media software with the practical knowledge of the marketplace.

Role & Responsibilities

Lisa will help develop communication strategies. Upon implementation, she will place media buys—including negotiating rates and added value—reconcile media buys and manage the media budget

References

Tyrone Williams

Vice President
Baxter Auto Group
402-339-3131 or 402-934-2886
twilliams@baxterauto.com

Joe Klaus

Sales Manager
Lamar Outdoor
402-734-6850
jklaus@lamar.com

Jim Timm

President/Executive Director
Nebraska Broadcasters Association
402-933-5995
jim@ne-ba.org

2. CORPORATE OVERVIEW

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

KEVIN REINER

Head Video Editor & Videographer

Education

Bachelor of Science in Communication & Journalism
University of Nebraska at Lincoln

Kevin joined Clark Creative Group in 1998 and founded the agency's in-house broadcast production and video editing department. In addition to creating special effects and innovative graphics for television commercials and videos, Kevin is our lead videographer on shoots. In his spare time, he spearheads research of the latest technologies to keep Clark Creative Group on the cutting edge of broadcast. The fact that he is so well-versed in all aspects of broadcast production, and does it all in-house, provides our clients with a continuity they can't find elsewhere.

Practical Experience

If a Clark Creative Group client has invested in television or video, Kevin Reiner has contributed to their success. He has shot, produced and edited hundreds of television spots and long- and short-format videos for clients ranging from Baxter Auto Group and Metropolitan Community College to Thermal Services and Nebraska Organ Recovery.

Role & Responsibilities

Kevin will head up all videographer duties for on-location shoots, and handle all video editing.

References

Mickey Anderson

Baxter Auto
402-493-7800
manderson@baxterauto.com

Ree and Jun Kaneko

Founding Board Members of Kaneko
ree.kaneko@me.com

Teonne Clark

Media Integration Director
Metropolitan Community College
531-622-2877
taclark8@mccneb.edu

2. CORPORATE OVERVIEW

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

ANDREA NASH

Digital Media Buyer

Education

Bachelor of Arts in Journalism: Concentrations in Advertising & Public Relations / News Editorial
Midland University, Fremont, NE

Andrea brings more than eight years of media experience, specifically in digital media buying. She has a strong knowledge of the ever-changing digital/online market and a keen understanding of display and SEM. Andrea graduated from Midland Lutheran College (now Midland University) with a degree in Journalism and an emphasis in Advertising and Print.

Practical Experience

Andrea puts together media plans for clients large and small at Clark Creative Group, and gets results for every budget. Although she also works daily with broadcast media, Andrea is our in-house digital media expert. When it comes to opportunities to reach specific demographics in the ever-changing digital media world, Andrea has all of the answers.

Role & Responsibilities

Andrea will handle digital media research, planning and placement for the account. She will also help plan and place traditional media, and will spearhead evaluation and reporting on each campaign's success.

References

David Lempp

Account Lead
Centro
402.312.8055
David.Lempp@centro.net

Paige Becker

Marketing Consultant
KETV
402-978-8944
pbecker@hearst.com

Deb Ward

Vice President of Marketing
Visit Omaha
402-444-4665
dward@visitomaha.com

2. CORPORATE OVERVIEW

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

KARA COVRIG

Traffic Manager / Social Media Specialist

Education

B.S. in Advertising

Wayne State College, Wayne, Nebraska

M.S. in Organization Leadership

College of St. Mary, Omaha, NE

In the agency world, traffic is one of the most important jobs, and Kara is the best traffic manager around. An organizational guru, she makes managing traffic deadlines and checking every detail when placing orders look easy. She also leads our social media team and keeps on top of trends and changes in both paid social media placement and unpaid social media posts.

Practical Experience

In addition to running our traffic department with an iron fist, Kara leads our social media team and maintains fantastic relationships with all of our vendors. Her keen attention to detail ensures client placement runs exactly as it should, with both the correct creative and budget.

Role & Responsibilities

Kara will manage all traffic deadlines for television, radio and digital placement, and serve as a backup for both Melanie, account executive, and Lisa, media buyer.

References

Wanda Adams-Ennis

NSA/Traffic Coordinator

KETV 7

402-978-8942

wadamsennis@hearst.com

Mary McHale

Board Member – Munroe Meyer Foundation

Walk and Roll for Disabilities Annual Event

402-553-5335

mary.mchale80@gmail.com

Wylene Woodard

Omaha Steaks

402-597-3000

wylenew@omahasteaks.com

2. CORPORATE OVERVIEW

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

DARYL ANDERSON

Creative Director, Lead Designer

Education

BFA in Graphic Design & Advertising
Northwest Missouri State University, Maryville, Missouri

Daryl Anderson is an award-winning multidisciplinary creative director with more than 25 years of experience in design, marketing strategy, corporate branding and continuity. His skills in critical thinking, brand development and management from the inside out makes him one of Clark Creative Group's greatest assets. When he's not inspiring fellow designers in producing standout marketing, he also sits on the board of the American Advertising Federation of Omaha and is a mentor for Big Brothers Big Sisters.

Practical Experience

Daryl has developed the creative framework and design for hundreds of Clark Creative Group clients. His retail design experience gives him the ability to combine creative with a strong call to action.

Role & Responsibilities

Daryl will serve as co-creative director. He will conceptualize creative ideas for the account and oversee the production design team. He will ensure all project goals are being met through creative design and strategy.

References

Ruth Meints

Executive Director
Omaha Conservatory of Music
402-932-4978
ruthmeints@omahacm.org

Jacqueline Almquist

Director of Development
Metropolitan Community College Foundation
531-622-2745
jalquist2@mccneb.edu

Michelle Scott

Vice President / Director of Marketing
Security National Bank
402-344-7300
mscott@snbomaha.com

2. CORPORATE OVERVIEW

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

NOLAN WAAK

Graphic Designer & Digital Media Designer

Education

Associate of Science in Visual Communications
Southeast Community College, Lincoln, Nebraska
Proficient in HTML, CSS and PHP languages

Nolan is Clark Creative Group's go-to designer for all things web and technology. He combines a terrific eye for aesthetics and organization with a superb technical know-how. The result is simple, enticing web designs that are effectively eye-catching and easy to navigate.

Practical Experience

Nolan heads up all things digital at Clark Creative Group, and is our go-to for everything from web design to e-blasts and digital ads. In addition to superb design skills, Nolan also brings his programming skills to the table, and is as comfortable programming a microsite or digital ad as he is designing one.

Role & Responsibilities

Nolan will design and program all print and digital components for any campaign.

References

Allen Wachter

Vice President - Sales/Marketing/Development
Amazing Pizza Machine
402-437-8777
awachter@emailapm.com

Jacqueline Almquist

Art Director / Marketing
Women's Fund of Omaha
402-827-9280
jpavkov@omahawomensfund.org

Michael Medwick

Senior Communications Associate
First Five Nebraska
402-261-9671
mmedwick@firstfivenebraska.org

2. CORPORATE OVERVIEW

j. SUBCONTRACTORS

If bidder plans to subcontract any part of the performance, provide name, address, phone, specific tasks, percentage of performance hours intended for subcontractor, total percentage of subcontractors performance hours.

Clark Creative Group does not plan to use any subcontractors for Tobacco Free Nebraska campaigns.

3. TECHNICAL APPROACH

a. UNDERSTANDING OF REQUIREMENTS / SCOPE OF WORK

It is our understanding that Tobacco Free Nebraska is a program within the Department of Health and Human Services that was established through a cooperative grant with the CDC in the early 1990s.

From a marketing standpoint, Tobacco Free Nebraska's overarching goal is to change attitudes toward, and behavior around, a social issue: smoking, smokeless tobacco, e-cigarettes and secondhand smoke exposure. The organization has had success in this endeavor, but would like to eliminate tobacco use in our state.

The goals specific to this RFP are to:

- Help people quit using tobacco (cessation)
- Eliminate Exposure to secondhand smoke

An additional considering factor is to reach underserved populations.

The program is looking for a qualified firm to provide media services that support these efforts. If awarded the contract, Clark Creative Group would implement two separate campaigns directed toward these goals, with reaching underserved populations as a consideration for both.

b. PROPOSED DEVELOPMENT APPROACH

Clark Creative Group's approach to any campaign focuses first and foremost on collaboration with the client. We see ourselves as an extension of your team, and want to work with you to create and implement a campaign that emphasizes results.

The following benefits and processes come standard when you work with our team:

- **Value Added & Bonus Spots.** Our media team is skilled and experienced at maximizing media value and gaining added exposure in the form of bonus spots.
- **Low-Cost Production.** Because we do all of our production, including video, in-house, we can offer the lowest rates for graphic design, copywriting, radio and video production.
- **Estimates & Creative Briefs.** We never begin a project or campaign without an accurate estimate and creative brief. This ensures that everyone is on the same page before work begins.
- **Media Verification Prior to Invoicing.** No invoice leaves our agency before it is verified and triple checked, both with technology and manually to ensure you don't pay for anything that didn't run correctly.

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 1

Outline comprehensive media/marketing plans/campaigns that focus on the goals identified in this RFP. The suggested media allocation and rationale for each target audience shall be included.

a) How will the proposed plans/campaigns meet the objectives of the Tobacco Free Nebraska program as outlined in the Scope of the Request for Proposal?

Our comprehensive marketing strategy will meet the goals of the Tobacco Free Nebraska program by effectively reaching targeted audiences with engaging messages to encourage them to quit smoking and eliminate exposure to secondhand smoke in homes and vehicles. Targeted audiences include the underserved in both rural and urban areas.

The Cessation campaign targets current tobacco users ages 25 to 54 with an emphasis on Men ages 25 to 34, because they represent the largest group of current tobacco users. It also targets young social smokers and tobacco users, ages 18 to 24. Target Nebraska markets include Omaha, Lincoln, Grand Island/Hastings/Kearney, Scottsbluff, North Platte and South Sioux City.

The Secondhand Smoke campaign targets parents of young children, primarily mothers, and adults 25 to 54. The rationale for this is that women tend to be the drivers and decision makers for the family's health and safety.

Markets include Omaha, Lincoln, Grand Island/Hastings/Kearney, Scottsbluff, North Platte and South Sioux City.

b) What types of advertising, marketing, media advocacy and earned media do the proposed plans/campaigns include?

The proposed strategies include the following components:

ADVERTISING

- Television
- Radio
- Outdoor
- Digital Audio
- Digital Retargeting
- Paid Social
- Hispanic (TV & Radio)

EARNED MEDIA

- Nebraska Broadcasters PEP TV and Radio Program: 4:1 value, delivering four times the value of the media investment.
- Outdoor: Bonus board locations and extended location runs based on availability.
- TV and Radio: 1:1 bonus earned media. One bonus ROS spot will run for every paid spot reserved.
- Pandora Digital Audio: 20% in bonus impressions of total dollars reserved.
- Hispanic Radio & TV: 1:1 bonus earned media. One bonus ROS spot will run for every paid spot. Or opportunity for sponsorship of community events.

MEDIA ADVOCACY

- Public Relations Strategy
- Press Releases
- Statewide Media Outreach
- Statewide Radio / Television Interviews
- Collaboration with Client

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 1 (Continued)

c) Describe in detail how the plans/campaigns will develop over time and what role the Contractor will play in the development.

Clark Creative Group's team—from media to creative to production—works closely to continue developing every client's campaign's over time. We continuously re-evaluate each campaign's effectiveness, adjust media placements and freshen creative when budgets allow. The Tobacco Free campaign would be given the same attention to detail. Unlike some marketing groups who simply put elements into place and revisit them at a campaign's end, or when the client calls, Clark Creative Group proactively monitors every detail and is always thinking ahead to the next step.

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 2

Summarize in three pages or less the bidder's understanding of the relevant tobacco issues in Nebraska and how the proposed plans/campaigns and components will impact the issues.

We believe the most important thing to understand about tobacco issues in our state is that tobacco use continues to be the leading preventable cause of death nationwide. Yet too many Nebraskans still smoke, use smokeless tobacco and subject loved ones to second-hand smoke. According to the Nebraska Adult Tobacco Survey (ATS) the Total Adult Tobacco Use Rate is currently 24.4 percent.

Although Nebraska's adult smoking rate has decreased since 2011, from 20 percent to 17 percent, the smoking rate is still too high, and there are also grave concerns around e-cigarettes and smokeless tobacco use.

The statistics are clear. In 2016, about 17 percent of Nebraska adults smoked cigarettes, while 4.7 percent used smokeless tobacco and about 5 percent used e-cigarettes. Contrary to popular belief, electronic cigarettes are not harmless. They are also highly addictive, and more Nebraskans now smoke e-cigarettes than combustible cigarettes. About 5 percent of Nebraskans use e-cigarettes and 4.7 percent use smokeless tobacco.

Nonsmoker exposure to secondhand smoke is also a concern. In Nebraska, exposure at home is about 5.5 percent, and exposure to secondhand smoke in the family care is higher: 8.6 percent.

Sadly, smoking causes 2,500 deaths annually in Nebraska, costing a whopping \$795 million.

In trying to reach Nebraskans who use tobacco, demographic and geographic information is key. Those who live in urban areas have lower rates of smoking. Residents of rural areas have higher rates of smokeless tobacco use.

Men are more likely to smoke than are women, as are Nebraskans ages 25 to 34. Ethnicity also plays a role, with American Indians/Alaskan Natives having the highest smoking rates in the state.

Education is also a factor. Those with less than a high school education have the highest rate of tobacco use, while college graduates have the lowest. Lower-income Nebraskans are more likely to smoke than those with higher incomes, as are those who rent rather than own their homes. Nebraskans on Medicaid healthcare plans, Tribal Health Service Plans or no insurance plans also have higher smoking rates. There are even statistics available on smoking rates as they correlate to marital status, employment and certain occupations.

There does appear to be an encouraging and continuous uptick in the percentage of Nebraskans who do not allow smoking in their homes or vehicles—currently at 89 percent for homes and 83.7 percent for vehicles. The 2016 Adult Tobacco Survey also showed that most people are aware of the health risks of second-hand smoke.

A majority of Nebraskans—75 percent—support the idea of increasing state tobacco taxes to fund programs to help people quit and teach young people never to start. Some smokers themselves even support an increased tax: 48 percent.

3. TECHNICAL APPROACH

C. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 3

Provide a detailed work plan that describes the development, implementation and evaluation of the proposed media plans/campaigns. The media plans must include the specific media properties and markets proposed with recommended allocations (identified as a percentage of the overall campaign budget) and rationale per medium.

As a results-driven company, each campaign we produce and launch has a return-on-investment factor. Our approach to developing a marketing and media strategy is a collaborative process. We work with our clients to determine goals and elicit measurable results.

Here's how we will approach strategic marketing planning for TFN:

Discovery

In the Discovery phase, we will learn everything there is to know about tobacco use in Nebraska and TFN's mission and goals. We will study current creative and marketing materials to learn what you have done in the past to engage your audience. Much of this information is provided in the Project Description section of the RFP, but we will take a deeper dive into gaining insights from the TFN team.

Identification

After Discovery, we will evaluate everything we learned and put together the building blocks for the plan. We determine measurable goals for each campaign, identify the target market(s), and evaluate communication channels. Copywriters develop messages for each campaign, and decisions are made about including production, public relations and/or sponsorships.

Planning

The Planning phase is where we write the actual plan, which will include:

- Marketing goals and objectives to achieve each goal
- The creative elements needed for each campaign
- Communication plans
- Media plans for television, radio, digital, outdoor & social
- Public relations and media advocacy plans
- Measurement devices / evaluation plan
- Any additional items specific to the marketing goals

We use research and technology to help us create your media plan. Clark Creative Group subscribes to both Nielsen and ComScore audience measurement data. We utilize both the qualitative and quantitative aspects of this research, and also use Strata media software to measure, build, implement, traffic, audit and optimize media schedules throughout the campaign.

Budgets and timelines for each campaign are defined during this phase. We present the plan for review and approval, then adjust and refine as needed. Once the plan is approved, we open production jobs, gather specs and place the media.

The plan is the road-map for the campaign. We will refer to the plan throughout the length of the campaign to ensure each objective is completed.

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 3 (Continued)

Production

By the time we reach the Production phase your marketing plan is complete and approved. Here is where we design and produce all of the materials needed for the implementation of the marketing plan. Copywriting, graphic design, script writing, video production, etc. are all completed during the Production phase.

We will leverage existing creative but will produce materials as needed for new placements with new specs. Clark Creative Group would also like to produce new materials surrounding Chewing Tobacco based on the Focus Group findings submitted with the RFP. Any leftover production budget would be put back into media to maximize exposure.

Any production required for the public relations plan is also produced during this phase. Press releases are written, contact lists are refined and timelines are confirmed.

We continually refer to the marketing plan and defined messages for each campaign to ensure the creative elements adhere to the plan.

Implementation

Once the overall campaign objectives are approved, the implementation phase begins. Media plans are further negotiated to garner the best added value for the client. Once the second-round negotiations have taken place, final buys are pulled out of our Strata software and placed with stations and vendors. Each order is confirmed and the CCG traffic manager ensures all campaigns are set to run the correct creative.

The public relations plan is also implemented during this phase, and sponsorships are confirmed.

Evaluation

We monitor and assess each part of the plan throughout the duration of the campaign. We look at what works and what doesn't. We evaluate any changes in the marketplace and your organization. We adjust the plan if needed. At the conclusion of each campaign, we measure the outcomes and compare them to the goal.

Tools we utilize to evaluate a campaign's success include:

Media Analysis: We monitor and assess each part of the plan throughout the duration of the campaign and make adjustments as necessary. We also monitor all invoicing, traffic and placement of spots to compare to original orders. If anything runs incorrectly, CCG insists on "make goods" in addition to bonus GRPs.

Digital Analysis: CCG aggregates and prepares reporting based on all digital placed. We pull all statistics and monitor conversions and KPI set up prior to campaign implementation. This reporting is generally provided as a full report monthly, but campaigns are monitored daily. This reporting will also pull site statistics and trends through Google Analytics.

Survey Evaluation: For this campaign, CCG is recommending conducting a Google survey reaching statewide Nebraska to measure awareness and effectiveness of media campaigns. We are proposing a one-question survey pre campaign and a 2 to 10 question survey post campaign. Specific phrasing of questions will be a collaboration after more discovery is complete with TFN.

Clark Creative Group is also recommending a post-campaign Focus Group to evaluate effectiveness and determine future goals.

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 4

Provide detailed media plans that include the opportunities to reach 75% to 85% of the target audience each quarter of the year during a campaign, with a minimum average of 1,200 gross rating points (GRPs) per quarter during the introduction of a campaign and 800 target rating points (TRPs) per quarter thereafter. Both campaigns—cessation (all tobacco products) and eliminating exposure to secondhand smoke—will be statewide. The media plans must include the specific media properties and markets proposed with recommended allocations, (identified as a percentage of the overall campaign budget) and rationale per medium. Campaign specifics (e.g. TV and radio stations, publications, websites, etc. to utilize) will be determined after the contract is awarded.

Clark Creative Group proposes two media campaigns that include the following:

- Statewide Television
- Statewide Radio
- Outdoor Poster Billboards
- Digital Media / Retargeting
- Digital Audio (Pandora)
- Hispanic Radio & TV Telemundo
- Social Media
- Public Relations / Sponsorship Effort
- Google Surveys, Pre- and Post-Campaign
- Focus Group Post Campaign / Marshall Survey
- Production
- Project Management & Vendor Coordination
- Digital Coordination / Optimization / Analytics
- Campaign Evaluation

CAMPAIGN SUMMARIES

Cessation Campaign

Total GRPs: 13,738

Total Impressions: 4,283,005

Average Quarterly GRPs: 3,435

Average Quarterly Impressions: 1,070,751

Average Quarterly Reach: 91%

Secondhand Smoke Campaign

Total GRPs: 5,525

Total Impressions: 800,000

Average Quarterly GRPs: 1,369

Average Quarterly Impressions: 200,000

Average Quarterly Reach: 88%

See media plans on next pages.

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 4 (Continued)

CESSATION MARKETING CAMPAIGN

Media Recommendations

Campaign Goals

- Help current tobacco users quit
- Reach underserved populations in the State of Nebraska with campaign messages

Primary Target Audiences

- Tobacco users
- Adults 25-54
- Men 25-34, who represent the largest group of current tobacco users
- Young social smokers and tobacco users, ages 18-24

Target Markets

Statewide Nebraska: Including Omaha, Lincoln, Grand Island/Hastings/Kearney, Scottsbluff, North Platte and South Sioux City.

Flight Dates

July 1, 2018 – June 30, 2019

Media Strategy

A year-long media strategy will include a mix of television, radio, digital, paid social and outdoor. The mediums will be used as indicated below.

Television

Television will run throughout the year using the Nebraska Broadcaster's Statewide Public Education Program. This program helps government and non-profit agencies effectively and affordably air their educational messages statewide.

Markets: Includes broadcast TV stations in every market in Nebraska (over 95% of commercial stations in the state)

Flight Dates: July 1, 2018 – June 30, 2019

Airtimes: Monday-Sunday across all dayparts based on open inventory

Guaranteed Results: PEP program advertisers receive a return of 4x the investment. Results are reported quarterly.

Spot Length: 30-second

Reach/Frequency: 98% Reach / 18.1 Frequency

GRP's: 1,775/year

CESSATION MARKETING CAMPAIGN

Media Recommendations (Continued)

Radio

Radio will run through the year using the Nebraska Broadcaster's Statewide Public Education Program. This program helps government and non-profit agencies effectively and affordably air their educational message statewide.

Markets: Includes broadcast Radio stations in every market in Nebraska

Flight Dates: July 1, 2018 – June 30, 2019

Airtimes: Monday-Sunday across all dayparts based on open inventory

Guaranteed Results: PEP program advertisers receive a return of 4x the investment. Results are reported quarterly

Spot Length: 30-second

Reach/Frequency: 51.5% Reach / 29 Frequency

GRP's: 1,500/year

Additional Radio

In addition to the Nebraska Broadcaster's Public Education Program, we will place additional radio targeting Men 25-34 in the fall and spring. This strategy will serve to increase the frequency of message with our target audience. These messages will be placed in the fall across agriculture, sports talk, and rock formats throughout the state of Nebraska. The agriculture message will reach those rural and farming communities during fall harvest. In the spring, we will focus on sports talk or rock formats. A 1:1 Non-Profit match will be negotiated, meaning one non-paid added value earned media spot will run per each paid ad.

Markets: Omaha, Lincoln, Grand Island/Hastings/Kearney, Scottsbluff, North Platte & South Sioux City

Flight Dates: September-October (6 weeks), 2018; March-April (6 weeks), 2019

Airtimes: Dayparts will be determined using Nielsen data to determine the highest reach and frequency possible.

Guaranteed Results: PEP program advertisers receive a return of 4x the investment. Results are reported quarterly

Spot Length: 30-second

Reach/Frequency: 85% Reach / 13.2 Frequency

GRP's: 1,125/year

Pandora Digital Radio

In addition to the Nebraska Broadcaster's Public Education Program, we will place additional radio targeting Men 25-34 in the fall and spring. This strategy will serve to increase the frequency of message with our target audience. These messages will be placed in the fall across agriculture, sports talk, and rock formats throughout the state of Nebraska. The agriculture message will reach those rural and farming communities during fall harvest. In the spring, we will focus on sports talk or rock formats. A 1:1 Non-Profit match will be negotiated, meaning one non-paid added value earned media spot will run per each paid ad.

Markets: Statewide Nebraska

Flight Dates: September-October (6 weeks), 2018; March-April (6 weeks), 2019

Airtimes: Dayparts will be determined using Nielsen data to determine the highest reach and frequency possible.

Guaranteed Results: PEP program advertisers receive a return of 4x the investment. Results are reported quarterly

Spot Length: 30-second

Impressions: 1,066,335/year

CESSATION MARKETING CAMPAIGN

Media Recommendations (Continued)

Outdoor

Poster-sized billboards will run throughout targeted neighborhood communities across Nebraska. The billboards will run for 16 weeks in the Fall 2018 and Spring 2019. The campaign will be used to reach underserved, lower-income populations around the state. The TRPs below reflect the best locations to reach people who have a household income of less than \$50,000. Added-value earned media will include bonus board locations and extended location runs based on availability.

Market: Omaha

Flight: 1 Poster for 16 weeks

Total TRPs: 560

Market: Lincoln

Flight: 1 Poster for 16 weeks

Total TRPs: 562

Market: Grand Island

Flight: 1 Poster for 16 weeks

Total TRPs: 1,698

Market: Norfolk

Flight: 1 Poster for 16 weeks

Total TRPs: 1,406

Market: North Platte

Flight: 1 Poster for 16 weeks

Total TRPs: 1,196

Market: Scottsbluff

Flight: 1 Poster for 16 weeks

Total TRPs: 2,766

Total TRPs: 8,188

Hispanic Radio/TV:

A Spanish language campaign will air on Spanish radio stations in Eastern NE and Telemundo TV network in various markets across the state. The campaign will be used to reach underserved Spanish-speaking populations in the state and reach the young male population through Soccer coverage. A 1:1 Non-Profit match will be negotiated, meaning one non-paid added value earned media spot will run per each paid ad. Or earned media may include sponsorship of station-generated community events.

Markets: Eastern NE, Norfolk, Lincoln, Grand Island, Columbus, South Sioux City, Beatrice

Flight Dates: Fall 2018 (12 weeks); Spring 2019 (12 weeks)

Spot Length: 30-second

Radio GRPs: 900/year

Impressions: 250/year

CESSATION MARKETING CAMPAIGN

Media Recommendations (Continued)

Digital Retargeting

A digital display message will target a custom audience of people who are currently smokers and/or currently using chewing tobacco and retarget them with a cessation message. The message will run in two 8-week flights statewide. This strategy will allow us to reach current tobacco users with a direct message.

Markets: Statewide Nebraska

Flight Dates: September-October (6 weeks), 2018; March-April (6 weeks), 2019

Impressions: 2,583,335/year

Social

A statewide, social media advertising campaign will reach Men 18-34 through Facebook and Instagram. The message will run for two 12-week flights. The creative will be a mix of carousel, display and video ads to maximize reach of the campaign. Paid social will be used to hyper-target into various communities or specific subsets of the population.

Markets: Statewide Nebraska

Flight Dates: Fall 2018 (12 weeks); Spring 2019 (12 weeks)

Impressions: 633,335/year

CAMPAIGN SUMMARY

Cessation Campaign Media Investment Summary

NAB TV & Radio:	26.5%	(split with Secondhand Smoke Campaign)
Additional Radio:	29%	
Pandora:	11%	
Outdoor:	11%	
Spanish TV/Radio:	5.5%	(split with Secondhand Smoke Campaign)
Digital:	10.5%	
Paid Social:	6.5%	

Cessation Campaign Summary

Total GRPs: 13,738

Total Impressions: 4,283,005

Average Quarterly GRPs: 3,435

Average Quarterly Impressions: 1,070,751

Average Quarterly Reach: 91%

3. TECHNICAL APPROACH

C. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 4 (Continued)

SECONDHAND SMOKE MARKETING CAMPAIGN

Media Recommendations

Campaign Goals

- Create awareness to eliminate exposure to secondhand smoke
- Reach underserved populations in the State of Nebraska with campaign messages

Primary Target Audiences

- Parents of young children; primarily mothers
- Reach underserved populations in the State of Nebraska with campaign messages

Target Markets

Statewide Nebraska: Including Omaha, Lincoln, Grand Island/Hastings/Kearney, Scottsbluff, North Platte and South Sioux City

Flight Dates

July 1, 2018 – June 30, 2019

Media Strategy

A year-long media strategy will include a mix of television, radio, digital, paid social and outdoor. The mediums will be used as indicated below.

Television

Television will run throughout the year using the Nebraska Broadcaster's Statewide Public Education Program. This program helps government and non-profit agencies effectively and affordably air their educational messages statewide.

Markets: Includes broadcast TV stations in every market in Nebraska (over 95% of commercial stations in the state)

Flight Dates: July 1, 2018 – June 30, 2019

Airtimes: Monday-Sunday across all dayparts based on open inventory

Guaranteed Results: PEP program advertisers receive a return of 4x the investment. Results are reported quarterly.

Spot Length: 30-second

Reach/Frequency: 98% Reach / 18.1 Frequency

GRP's: 1,775/year

SECONDHAND SMOKE MARKETING CAMPAIGN

Media Recommendations (Continued)

Radio

Radio will run through the year using the Nebraska Broadcaster's Statewide Public Education Program. This program helps government and non-profit agencies effectively and affordably air their educational message statewide.

Markets: Includes broadcast Radio stations in every market in Nebraska

Flight Dates: July 1, 2018 – June 30, 2019

Airtimes: Monday-Sunday across all dayparts based on open inventory

Guaranteed Results: PEP program advertisers receive a return of 4x the investment. Results are reported quarterly.

Spot Length: 30-second

Reach/Frequency: 51.5% Reach / 29 Frequency

GRP's: 1,500/year

Additional Television

To compliment and enhance the campaign, an additional television campaign will target Women 21-49 to reach moms of young children. Select news, prime and fringe programming will be purchased based on Nielsen/CornScore data. A 1:1 Non-Profit match will be negotiated, meaning one non-paid added value earned media spot will run per each paid ad.

Markets: Omaha, Lincoln, Grand Island/Hastings/Kearney, Scottsbluff, North Platte & South Sioux City

Flight Dates: July 1, 2018 – June 30, 2019 (8-weeks on)

Spot Length: 30-second

Reach/Frequency: 77.1% Reach / 14.2 Frequency

GRP's: 1,100/year

Hispanic Radio/TV:

A Spanish language campaign will air on Spanish radio stations in Eastern NE and Telemundo TV network in various markets across the state. The campaign will be used to reach underserved Spanish-speaking populations in the state and reach the young male population through Soccer coverage. A 1:1 Non-Profit match will be negotiated, meaning one non-paid added value earned media spot will run per each paid ad. Earned media may include sponsorship of station-generated community events.

Markets: Eastern NE, Norfolk, Lincoln, Grand Island, Columbus, South Sioux City, Beatrice

Flight Dates: Fall 2018 (12 weeks); Spring 2019 (12 weeks)

Spot Length: 30-second

Radio GRPs: 900/year

Impressions: 250/year

SECONDHAND SMOKE MARKETING CAMPAIGN

Media Recommendations (Continued)

Social

A paid social campaign will run statewide to reach Women 21-49 on Facebook and Instagram. The message will run for two 6-week flights, in conjunction with the additional television. The creative will be a mix of carousel, display and video ads to maximize reach of the campaign. Paid social will be used to hyper-target into various communities or specific subsets of the population.

Markets: Statewide Nebraska

Flight Dates: September-October (6 weeks), 2018; March-April (6 weeks), 2019

Impressions: 800,000/year

CAMPAIGN SUMMARY

Secondhand Smoke Campaign Media Investment Summary

NAB TV & Radio:	26%	(split with Cessation Campaign)
Additional TV:	61%	
Spanish TV/Radio:	5%	
Paid Social:	8%	(split with Cessation Campaign)

Secondhand Smoke Summary

Total GRPs: 5,525

Total Impressions: 800,000

Average Quarterly GRPs: 1,369

Average Quarterly Impressions: 200,000

Average Quarterly Reach: 88%

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 5

Describe your staff members who have expertise in public health and targeting diverse populations.

To simplify this, we have listed agency accounts that fit into these categories, and the staff members who work on them.

Health Center Association of Nebraska

The Health Center Association of Nebraska (HCAN) is Nebraska's nonprofit, Primary Care Association, representing the state's Federally Qualified Health Centers (FQHCs) also known as community health centers.

Work with this client has increased our expertise in both the Health Care industry and reaching Diverse Populations. The following Clark Creative team members have worked intimately on this account.

- Fred Clark, creative director
- Lauren Huber, account executive
- Lisa Meehan, broadcast media director
- Andrea Nash, digital media director
- Kara Covrig, traffic manager, social media director
- Melanie Clark, public relations
- Daryl Anderson, graphic designer
- Kevin Reiner, videographer/editor

Building Healthy Futures

Building Healthy Futures is a nonprofit that aims to improve health for the community's underserved children and youth through thoughtful collaboration and advocacy.

Work with this client has increased our expertise in both the Health Care industry and reaching Diverse Populations. The following Clark Creative team members have worked intimately on this account.

- Fred Clark, creative director, video director/producer
- Lauren Huber, account executive
- Lisa Meehan, broadcast media director
- Andrea Nash, digital media director
- Kara Covrig, traffic manager, social media director
- Melanie Clark, copywriter & public relations
- Nolan Waak, graphic designer, web designer
- Kevin Reiner, videographer/editor

Metropolitan Community College (MCC)

MCC serves students on 9 campuses in 4 Nebraska counties.

Work with this client has increased our expertise in reaching Diverse Populations. The following Clark Creative team members have worked intimately on this account.

- Fred Clark, creative director, video director/producer
- Melanie Clark, account executive, copywriter & public relations
- Lisa Meehan, broadcast media director
- Andrea Nash, digital media director
- Kara Covrig, traffic manager, social media director
- Daryl Anderson, art director
- Nolan Waak, graphic designer, web designer
- Kevin Reiner, video director

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 5 (Continued)

First Five Nebraska

First Five works to ensure that more of Nebraska's youngest, most vulnerable children begin life with the kinds of developmental experiences that set them on a path to becoming successful students and productive citizens.

Work with this client has increased our expertise in reaching Diverse Populations. The following Clark Creative team members have worked intimately on this account.

- Fred Clark, creative director, video director/producer
- Lauren Huber, account executive
- Lisa Meehan, broadcast media director
- Andrea Nash, digital media director
- Kara Covrig, traffic manager, social media director
- Melanie Clark, copywriting, public relations
- Nolan Waak, graphic designer, web designer
- Kevin Reiner, videographer/editor

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 6

Describe your experience working on social marketing campaigns with government agencies and/or nonprofit sector.

Clark Creative Group has extensive experience with social marketing campaigns. This is how we evaluate the success of social marketing campaigns:

Depending on the client and their needs, reporting and evaluation is done on a flight-by-flight basis or quarterly basis. A post-flight analytics report is sent to every client to demonstrate success and/or drawbacks of their digital media campaign. The reports include statistics for the number of impressions, views, clicks-throughs and the overall Click Through Rate (CTR). In addition, a breakdown of website analytics is typically also included for the months each particular flight ran. At the end of the campaign, an overall report document is sent with complete analytics for each flight.

Our digital reports play a vital role in demonstrating which types of social media placements work best for each client and message.

Please see example campaigns on the following pages.

3. TECHNICAL APPROACH

C. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 6 (Continued)

Nebraska Organ Recovery

Organ Donation can have a negative connotation, especially in select demographics in Nebraska. For 2016, Clark Creative Group utilized digital video, radio, paid social media and hyper targeted geo-fence digital surrounding DMVs in Nebraska with its "No Excuses" campaign. We created humorous, low-cost videos highlighting excuses people make to avoid doing every day things, with the message: "There's no excuse not to register as an organ donor." Social media was particularly impactful in this campaign. Endorsements with radio personalities were used to help highlight several Organ Donation facts that are often perceived inaccurately.

Nebraska Organ Recovery's major area of success was their social media presence. When this campaign first launched, their paid social media was placed with a specific type of objective for video views. Our analysis of their initial campaign metrics showed this was not performing to the best of its ability. With a few small tweaks to the way their social ads were placed, analytics improved dramatically, getting them more exposure throughout the state of Nebraska.

Website Landing Page & Web Ad

NOEXCUSENEBRASKA.ORG

SAVE AN EXCUSE. SAVE A LIFE.

You, we all make excuses. And the most good-hearted Nebraskans, you probably think that organ donation is your decision to the right thing to do. But maybe you've been put off by weighing a whole bunch of excuses. Making excuses doesn't help. There's no excuse to register. Or maybe it's a question of common about whether you're holding you back.

WHATEVER YOUR EXCUSE IS, DON'T LET IT STAND IN THE WAY OF SAVING LIVES. **REGISTER NOW**

WHEN IT COMES RIGHT DOWN TO IT, NOTHING CAN PREVENT SOMEONE'S LIVING TO BE A DONOR.

IF YOU'RE STILL UNSURE, THEN SETTING THE RECORD STRAIGHT ON THESE COMMON MISCONCEPTIONS:

- ➔ I'M TOO OLD TO REGISTER.
- ➔ I CAN'T REGISTER BECAUSE OF A MEDICAL CONDITION.
- ➔ I NEVER TAKE THE BEST CARE OF MYSELF, YOU DON'T WANT ANYTHING I HAVE.
- ➔ I DON'T WANT MY FAITH.
- ➔ MY RELIGION DOESN'T.
- ➔ I CAN ONLY REGISTER.

REGISTER NOW

THERE'S NO EXCUSE NOT TO REGISTER TO BE AN ORGAN, TISSUE AND EYE DONOR.

NOEXCUSENEBRASKA.ORG

3. TECHNICAL APPROACH

C. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 6 (Continued)

CASA for Douglas County

This nonprofit recruits and trains volunteers to be Court Appointed Special Advocates (CASAs) for children in foster care. The need is great: More than 1,700 children are in foster care in Douglas County. When Clark Creative Group first planned and implemented a social media campaign to recruit volunteers in the Omaha metro area three years ago, CASA only had 100 volunteers. Today they have more than 200. We've helped them double their numbers in a very short time, and are continuing to run the campaign to get them to their goal of a CASA for every child in Nebraska. Social media and outdoor were utilized in this campaign.

For this most recent campaign (Fall 2017), CASA ran a secondary message asking for donations, because they had a 100% match from a major donor.

CASA's overall digital media placement was only through paid social media. The organization had great success with their click-through objective, and their analytics showed strong engagement throughout the campaign.

Facebook Ads

CASA for Douglas County
Sponsored · Like Page

Every day, children in foster care face many challenges.

Children are resilient.
But sometimes they shouldn't have to be.

CASA for Douglas County
Sponsored · Like Page

Every NEW dollar contributed to CASA for Douglas County will be matched by the Parker Family Foundation.

Become a CASA volunteer.
More than 1,300 Omaha children are enter abuse or neglect. As a Court-Appointed & difference. Be a child's voice. Become a C
CASAOMAHA.ORG

Tag, you're it.
It's your turn to make a difference in a child's life.

Give a Child a Voice.
At CASA, we train, empower and inspire volunteer advocates to improve the lives of abused and neglected children. Volunteers provide an innovative, cost-effective...
CASAOMAHA.ZSYSTEMS.COM
Not affiliated with Facebook

Donate Now

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 7

Describe the methodologies used to monitor the accuracy of media placements.

Monitoring the accuracy of media placement is a two-fold process:

- 1. Reviewing placement to make sure schedules ran on media outlets as ordered.** This includes reviewing and posting station invoices and affidavits against the media buys using our STRATA media buying and planning software. We also review traffic logs, tear sheets, screenshots, Out Of Home (OOH) photos/ logs and digital media reports to insure that all media ran correctly. Anything placement that ran incorrectly will result in make-goods or nonpayment based on our negotiations.
- 2. Assessing the effectiveness of the media in reaching our target audience.** At the completion of a campaign, we collect data through focus groups, surveys and interviews to determine if the message effectively reached our target audience. We use this data to modify media placement moving forward. In addition, website traffic, phone calls, data collection and product sales are other measurements used to determine the effectiveness of a media campaign.

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 8

Provide an example of a blank creative brief template.

See creative brief on next two pages

creativebrief

1. PROJECT BACKGROUND

(Necessary information to develop the creative message.)

2. TARGET AUDIENCE

(Who are we communicating to? What do we know about them? What drives them?)

3. KEY OBJECTIVES

(What do we want to achieve?)

4. FEATURES AND BENEFITS

(What are the key features to promote? What are the key benefits to the customer?)

5. MESSAGE

(What do we want to tell them? One or two key messages.)

creativebrief

6. TONE / PERSONALITY

(Type of approach: fun, inspirational, educational, serious, etc.)

7. CALL TO ACTION

(What do we want target audience to do upon hearing the message?)

8. MANDATORY ITEMS

(Any key elements that must be included in the creative: logo, websites, numbers, etc.)

9. TIMELINE

(Key dates for creative, production and placement.)

10. KEY CONTACTS FOR CREATIVE APPROVAL

3. TECHNICAL APPROACH

c. TECHNICAL CONSIDERATIONS

BIDDER REQUIREMENTS - QUESTION 9

Explain your working knowledge of SharePoint.

We are familiar with SharePoint, but do not regularly use it at this time. We use similar collaboration software and file sharing methods, such as Producteev, Dropbox and Google Drive. However, we are confident we can quickly adapt to this system if awarded the contract.

3. TECHNICAL APPROACH

d. DELIVERABLES & DUE DATES

Deliverables include media plans, public relations plans, and negotiation and coordination with media outlets and vendors. Unlimited meetings and consultation with Tobacco Free Nebraska are also included at no additional cost to the client.

Other media deliverables include media implementation for broadcast, digital, print and social media, as well as trafficking creative, verification and invoicing.

Production deliverables, if needed, include copywriting, graphic design, video and radio production and any web-related needs. These deliverables can be provided to update existing materials or create new ones.

Lastly, evaluation deliverables include analysis, monitoring and tracking of online campaigns, the results of which will be shared throughout each campaign.

3. TECHNICAL APPROACH

e. SCENARIOS

Scenario #1:

E-cigarettes deliver nicotine, flavorings and other additives through inhaled aerosol. The 2016 "Surgeon General's Report on E-cigarette Use Among Youth and Young Adults" stated that the aerosol is not harmless. TFN would like to develop resources to present the facts to the general public. Develop a plan that includes resources and outreach to get this information throughout the state. Budget is not to exceed \$50,000. List any barriers and/or potential issues faced with conducting this strategy and include any opportunities for evaluation.

Response

Primary target

The target audience for this effort is youth and young adults in Nebraska.

Secondary target

Parents, educators.

Tactics

We recommend building and launching an engaging but poignant micro-site, which showcases the harmfulness of E-cigarettes. The site will provide links to resources.

To drive traffic to the micro-site, we recommend two statewide 8-week paid social media efforts using SnapChat, Instagram, Facebook and Twitter.

April 15 - June 15

To coordinate with end of school year, beginning of summer.

December 15 - February 15

To coordinate with start of new year.

Creatively, we recommend a compelling and intriguing design with engaging bite-size bits of information. When applicable, motion-graphics will be used.

Barriers include unwanted negative comments from social media trolls and efforts to refute the information by E-cigarette sellers.

Campaign response will be measurement through analytics of paid social media and website traffic.

Following is a cost breakout for paid social media.

E-Cigarette Social Media Projection

Placements:	Facebook, Instagram, Twitter and Snapchat
Flight:	2-8 Week Flights
Targeted Location:	Statewide Nebraska
Goals:	Website Clicks and Awareness
Target:	Adults 16-45; Adults 13-34
Estimated Impressions:	2,750,000
Budget:	\$41,625.00
Production	\$5,000.00
Media Planning / Commission 7.5%:	\$3,375.00
TOTAL	\$50,000.00

3. TECHNICAL APPROACH

e. SCENARIOS

Scenario #2:

Research has shown raising the retail price on cigarettes to be one of the most effective tobacco control interventions. When the retail price significantly increases, smokers cut back, the number of quit attempts and successful quit attempts smokers make increases, and youth initiation decreases. Nebraska has the 9th lowest cigarette tax in the nation. Describe a public relations approach to educate about the policy impact of increasing the retail price of cigarettes. The budget is not to exceed \$10,000. List any barriers and/or potential issues faced with conducting this strategy and include any opportunities for evaluations.

Response

Primary target

Nebraska general public

Secondary target

Current smokers

Tactics

This campaign suggests going beyond traditional press releases. The budget suggests narrowing the timeframe to a concentrated one-month period, thus building more impact and greater awareness. A dynamic campaign slogan will be created and used as a springboard to the information.

This effort recommends arranged interviews with TFN experts on statewide local news/talk radio stations and local television public affairs programming. TFN experts will be prepared with pre-established talking-points and responses. In addition, op-ed editorials will be written by TFN experts and distributed to statewide newspapers during this one-month timeframe.

Potential barriers are those that always exist with unpaid public relations efforts: There is no guarantee of coverage. However, we have extensive statewide public relations experience and believe we can achieve significant coverage with the right creative spin. Success would be evident in the coverage achieved.

3. TECHNICAL APPROACH

e. SCENARIOS

Scenario #3:

According to data more than a third of behavioral health consumers indicate they smoke every day, this is more than two times what is reported by the general population. TFN recognizes providers as a resource in addressing nicotine addiction, promoting the Quitline and connecting tobacco users with resources.

Provide a proposal on how to engage Behavioral Health providers throughout the state and leverage existing Quitline marketing materials. Current Quitline materials are available at QuitNow.ne.gov, under Healthcare Providers. The budget for this project is not to exceed \$20,000. List any barriers and/or potential issues faced with conducting this strategy and include any opportunities for evaluations.

Response

Primary target

Behavioral health providers in Nebraska.

Tactics

We propose two tactics.

First, to educate behavioral health professionals, a direct mail piece would be developed, printed and mailed to every behavioral health professional in the state. The purpose of the mail piece is to inform them about the available materials on QuitNow.ne.gov.

The mail piece would be mailed in a tube with a Quitline lobby poster, plus a sheet listing the materials on QuitNow.ne.gov available for their practice.

Secondly, an informational e-blast will be produced and emailed to all Nebraska Behavioral Health providers. The email will showcase the materials on QuitNow.ne.gov and include instructions on how to use the materials. A response device will be featured in the email allowing behavioral health professionals to email questions and comments.

Potential pitfalls to this approach are, of course, the fact that there is no guarantee the providers will read the materials and/or pass it on. However, we do feel this fresh and more personal approach has a better chance of success than continued digital outreach.

Evaluation of the campaign will consist of a survey of behavioral health professionals about the resources provided/available.

3. TECHNICAL APPROACH

e. SCENARIOS

Scenario #4:

The CDC Tips from Former Smokers ad campaign launched in 2012 and features stories of real people who are living long-term health effects from smoking and secondhand smoke exposure. In 2016 the average weekly call volume to 1-800-QUIT-NOW doubled during the national Tips media campaign buy that included network broadcast and cable TV advertising. Present an outline and budget for leveraging CDC Tips ads in Nebraska to reach populations with higher rate of tobacco related death and disease. Campaign resources are available for local use at low-cost or no-cost. These resources can be found at <https://www.cdc.gov/tobacco/campaign/tips/>. The budget for this project is not to exceed \$15,000. List any barriers and/or potential issues faced with conducting this strategy and include any opportunities for evaluations.

Response

Primary target

Nebraska general public

Tactics

Due to the limited budget for this campaign, we suggest taking advantage of the New Year's resolution timeframe that is most popular for smokers to attempt to quit—approximately Dec. 15 to Jan. 15.

The stories in the CDC Tips from Former Smokers are incredibly powerful—particularly the videos. We would use the budget to run existing television ads in statewide movie theaters to engage captive audiences. This strategy allows for demographic and geographic targeting to groups with higher rates of tobacco use, including male and rural targets.

Barriers include budget: Movie theater ads are more costly than most people expect. If more budget dollars became available for this campaign, we would suggest adding a paid social media component to further target geographically and demographically. This would also allow for better evaluation of the campaign's success.

Evaluation of the campaign will be website visits to QuitNow.ne.gov and call volume to 1-800-QUIT-NOW.

Following are the movie theater locations and cost breakout for this campaign.

MOVIE THEATRE PROPOSAL

Screenvision + NCM Network		Theaters:	Community	Screens
Position:	:30 Closest to Movie Time	AMC Classic Scottsbluff 6	Scottsbluff	6
Screens:	148	Twin Creek Cinema	Bellevue	16
Average People in Seats During Campaign:	245,000	East Park Cinema	Lincoln	6
Flight:	4 weeks Mid Dec-Mid Jan	Edgewood Cinema	Lincoln	6
Budget:	\$13,500.00	Lincoln Grand Cinema	Lincoln	14
Media Planning 1.5% / Commission 1.7%:	\$1,500.00	South Pointe Cinema	Lincoln	6
TOTAL:	\$15,000.00	Majestic Cinema of Omaha	Omaha	19
		Village Pointe Cinema	Omaha	16
		Westroads 14	Omaha	14
		Center 7 Theatre	Columbus	7
		Norfolk 7 Theatre	Norfolk	7
		Blair 3 Theatre	Blair	3
		AMC Classic North Platte 6	North Platte	6
		Midtown Cinema	Omaha	5
		Mall Stadium 7	Grand Island	7
		Main Street 7	Fremont	7

Form A
Bidder Contact Sheet
Request for Proposal Number 5749 Z1

Form A should be completed and submitted with each response to this RFP. 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:	Clark Creative Group
Bidder Address:	514 S. 13 th Street, Suite 100 Omaha, NE 68102
Contact Person & Title:	Melanie M. Clark, President
E-mail Address:	mel@clarkcreativegroup.com
Telephone Number (Office):	402-345-5800
Telephone Number (Cellular):	402-740-1151
Fax Number:	402-345-4858

Each bidder should 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:	Clark Creative Group
Bidder Address:	514 S. 13 th Street, Suite 100 Omaha, NE 68102
Contact Person & Title:	Melanie M. Clark, President
E-mail Address:	mel@clarkcreativegroup.com
Telephone Number (Office):	402-345-5800
Telephone Number (Cellular):	402-740-1151
Fax Number:	402-345-4858

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed contract with the most recent dated amendment having the highest priority, 2) executed contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

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

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.

E. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. 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, a pro-rated value, or through negotiations. The State

shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

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

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 provision held to be invalid or illegal.

J. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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, including subcontractor's and their employees, 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.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

L. ASSIGNMENT, SALE, OR MERGER

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

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may be granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

P. EARLY TERMINATION

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

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; and,
- i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data 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;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

R. TOBACCO COMPANY AFFILIATION

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

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.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent Contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

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

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should 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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:

- The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/material/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
- 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.
- 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.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

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 RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) year of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises		\$300,000 each occurrence
Contractual		Included
Independent Contractors		Included
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
PROFESSIONAL LIABILITY		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Send To:
Tobacco Free Nebraska
Department of Health and Human Services
301 Centennial Mall South, 3rd Floor
Lincoln, NE 68509

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. ADVERTISING

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

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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> 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.

L. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request 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.

M. DRUG POLICY

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

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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The Contractor shall provide quarterly invoices/reports to TFN, no later than 30 days after the end of each quarter in which the work is performed except media placement may be billed monthly. The invoices/reports shall include the following information:

1. Breakdown of hours per task/project spent completing the work, hourly rate charged, and description of task/project.
2. Narrative summary of campaign activities that the Contractor developed or initiated, including earned media, paid media, and pro bono work for the quarter just completed.

TFN reserves the right to modify any quarterly reporting requirement.

Invoices should be sent to Tobacco Free Nebraska, Department of Health and Human Services, 301 Centennial Mall South, 3rd Floor, Lincoln NE 68509. 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.

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT

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

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. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) 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 termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (First paragraph is statutory)

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor

will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.