

BL

REQUEST FOR PROPOSAL

A FIELD GUIDE



Original Copy

Bailey Lauerman for the Nebraska Game and Parks Commission

BL



NEBRASKA
- GAME  PARKS -





“With every hunting and fishing project at Bass Pro Shops, Bailey Laueran brought a deep understanding of both the sport and the sportsman.”

*John Acosta
Former Director of Marketing
Bass Pro Shops*

BL

EXECUTIVE SUMMARY

There is nothing more inherently valuable than the land we live on. Every rolling hill, each river and stream, every wild bird and wildflower, every star and sunset, is an opportunity to gaze in humbling appreciation at this beautiful state we call home.

Nebraska Game and Parks Commission represents opportunities for people far beyond the ordinary. It means an escape from daily routine. The chance to get back to nature. To hunt and fish on sprawling public lands and water, relying on the land and your own skill for food. To take advantage of the abundant wildlife, reminding us of our own wildness. To make use of the vast state parks and recreational areas, camping and exploring, finding refuge and respite. It's the opportunity to seek enjoyment, pure and simple.

This call back to nature is more important now than ever. In a world where time is increasingly spent on screens and in cars, NGPC represents an exhilarating opportunity to get back to the land – back to our natural habitat. Now is the perfect time to reconnect with nature and remind people that this great land is theirs to celebrate. Theirs to enjoy.

NGPC offers people something truly life-sustaining: places and spaces to connect to the earth. Bailey Lauerma, an Omaha-based, Nebraska-proud company with deep ties to the state and its natural legacy, is honored to be considered as a potential partner.

Understanding your marketing objectives, our proposal is based around the following three key points:

- 1** We will provide strong insights that allow us to evolve your positioning statement of “Time Spent Outdoors in Nebraska is Time Well Spent” into compelling creative campaigns, featuring smart, authentic work.
- 2** We'll share our Communications Architecture, built from your marketing objectives and strategic plan, and focused on delivering the right creative, to the right audience, in the right way at the right time.
- 3** We'll present a connections strategy, comprehensive of PR, media, and earned opportunities, that highlights key tactics and introduces new digital tactics, including weather-triggering and purchase-based targeting.

These measures can make an impact in new and innovative ways while making efficient and effective use of taxpayer dollars.

We take pride in our knowledge of the outdoor world and of Nebraska at large. After all, we've scaled our own business here, one that regularly finds us staging company retreats at state parks and using our natural surroundings as creative inspiration every chance we get. We understand and love the land, too. This project – dedicated to celebrating the natural grandeur and beauty of this great state – excites us.

Bailey Lauerma hopes to forge a partnership with Nebraska Game and Parks to ensure that Nebraskans heed the call of the wild and make the most of their birthright – this beautiful land we call home.



1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

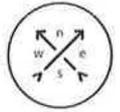
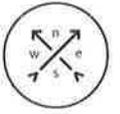


TABLE OF CONTENTS

| | |
|--|-----|
| CORPORATE OVERVIEW | 9 |
| Expertise and Capabilities | 12 |
| Bidder Identification and Information | 13 |
| Financial Statements | 13 |
| Change of Ownership | 13 |
| Office Location | 13 |
| Relationships with the State | 14 |
| Bidder's Employee Relations to State | 14 |
| Contract Performance | 14 |
| Summary of Bidder's Corporate Experience | 15 |
| Summary of Bidder's Proposed
Personnel/Management Approach | 21 |
| Subcontractors | 35 |
| TECHNICAL APPROACH | 37 |
| Project Overview | 39 |
| Project Environment | 40 |
| Project Requirements | 40 |
| Contractor Requirements | 41 |
| Scope of Work | 42 |
| Project Planning & Management | 44 |
| Project Modifications | 45 |
| Perform Implementation | 45 |
| Additional Information | 45 |
| PROPOSED DEVELOPMENT APPROACH | 47 |
| Campaign Strategy | 49 |
| Creative Concepts | 52 |
| Media Strategy/Earned Media Strategy/
Sponsorship Activations | 75 |
| Proposed Development Approach Summary | 89 |
| Technical Considerations | 91 |
| Detailed Work Plan | 92 |
| COST PROPOSAL | |
| Cost Proposal (Form VII) | 94 |
| APPENDIX | 97 |
| Request for Proposal for
Contractual Services - Signed | 98 |
| Form A: Bidder Contact Sheet | 99 |
| Bidder Requirements | 100 |
| Audited Financials | 102 |
| Sections II-IV | 106 |
| Work Samples | 126 |





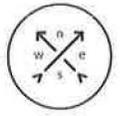
CORPORATE OVERVIEW



CORPORATE NARRATIVE

We are Bailey Lauerman (BL), a 48-year-old creative company.

We are located in Omaha, Nebraska, and have recently expanded to Los Angeles. We were founded in 1970 as Bailey Lewis & Associates Inc., a Nebraska corporation. In 1991, the company changed its name to Bailey Lauerman & Associates. Technically considered a “small” agency, we constantly remind our clients, our competitors, and ourselves that small is a term relative to the number of people on staff, not to the size of our ideas. We offer a range of core competencies – brand strategy and management, creative and design, connections strategy – all organized around each client’s specific needs.



THE BL APPROACH

We represent the Everything In-Between.

The Everything In-Between is a place. A mindset. A complex, diverse group of people centrally important to scaling organizations. A large segment of the population between the coasts that is often overlooked by marketers. A group of people that can no longer just be flown over.

National brands come to us for help reaching the 92 percent of Americans who live outside of the 10 largest cities. And organizations right here in our own community? They come to us, too. Organizations like Omaha's Henry Doorly Zoo and Aquarium, Bellevue University, ConAgra, HDR, Inc., American National Bank, and Cargill.

It really comes down to this: We have developed a broad-based knowledge of the Americans in the Everything In-Between. We also have a strong understanding of Nebraska and what resonates with the people here. We have a firm grasp of the complexity of this audience and an appreciation for the values, interests and activities of people from Omaha to Scottsbluff. We know the influencers, the media, the local institutional leaders, and we know our own neighbors – the everyday citizens.

Though our name is tied to some rather big brands, you'll find our approach refreshingly simple.



EXPERTISE & CAPABILITIES

We are a completely integrated, full-service agency offering strategy, creative and design, and all forms of communications planning, as well as technology and analytics. Our expertise includes the following:

STRATEGIC PLANNING & RESEARCH

- Primary research
- Brand strategy and positioning
- Customer segmentation
- Audience profiling and persona development
- Marketplace trend analysis
- Customer journey mapping
- Customer data collection strategy
- Measurement planning and optimization

CREATIVE & CONTENT DEVELOPMENT

- Creative strategy
- Concept development
- Creative technology
- UI/UX
- Design
- Naming
- Copywriting
- Illustration
- Animation
- Video editing
- 3D/Motion Graphics
- Digital production

CONNECTIONS STRATEGY

- Paid media strategy, planning and buying
- Investment optimization
- Social
- Influencer
- PR
- Crisis communication

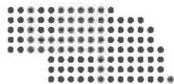




LOGISTICS

As requested per your RFP, here are the all the logistical details you need to know about Bailey Lauerman:

BIDDER IDENTIFICATION & INFORMATION



Omaha Office (Headquarters)
1299 Farnam Street, Suite 920
Omaha, Nebraska 68102



Los Angeles Office
750 N San Vicente
West Hollywood, CA 90069

Bailey Lauerman was founded in 1970 as Bailey Lewis & Associates Incorporated, a Nebraska corporation. In 1991, the company changed its name to Bailey Lauerman & Associates. Bailey Lauerman currently employs 41 people between our Omaha and Los Angeles offices.

Federal Employer ID Number:
47-0523739

State ID Number:
24-1167898

FINANCIAL STATEMENTS

The financial information shared is proprietary. See appendix.

Banking Reference:
Roderick Arndt, Sr. Business Relationship Manager
Wells Fargo Bank
1248 O St. Lincoln, NE 68508
402.434.4296

CHANGE OF OWNERSHIP

Bailey Lauerman does not anticipate any change of ownership during the next 12 months.

OFFICE LOCATION

The services requested in this proposal will be performed and managed out of our Omaha office, located at 1299 Farnam Street.



LOGISTICS (continued)

RELATIONSHIPS WITH THE STATE

Bailey Lauerman is committed to the Everything-In-Between, starting with our home state: Nebraska. Below are the relationships we've had with the State over the past five (5) years.

Contracts: 73608 O4, 73609 O4, 57393 O4, 57394 O4

Agency: Nebraska Tourism Commission

Additional Notes: An audit of the Nebraska Tourism Commission began in January 2016 and concluded April 2016. BL cooperated fully with the state throughout this process, and immediately reimbursed the NTC for any costs that did not align with GSA rates. After the audit, BL and Nebraska Tourism Commission continued their relationship, extending the brand marketing and interactive contracts by one year.

Through this experience, we developed a fail-safe financial process that has application inside both the client and agency organizations. As an agency, we'll offer full transparency into our budget tracking and billing.

Our finance and accounting team will provide detailed monthly reports with all costs incurred (agency staff hours, media costs, production costs, etc.) to the Nebraska Game and Parks Commission. In addition, we will work closely with the Department of Accounting (DAS) to be sure all invoices are submitted correctly and in a timely manner.

We will adhere to all policies laid out by GSA, the NGPC and DAS, and review state manuals annually to adjust required rates, per diems, etc.

Most importantly, as your partner, we'll reserve time for important discussions on how to most efficiently and effectively utilize taxpayer dollars to promote the incredible outdoor environment and activities Nebraska has to offer. From nimble video production crews to in-depth media reporting that allows us to optimize campaign placements, we realize the importance of every dollar spent on behalf of the state.

Contract: 605048

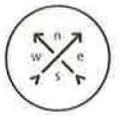
Agency: State Historical Society

BIDDERS EMPLOYEE RELATIONS TO THE STATE

No such relationship exists in which a Bailey Lauerman employee was a State agency employee or subcontractor within the past twelve (12) months.

CONTRACT PERFORMANCE

There are no such terminations for default by BL in the past five (5) years to disclose.



SUMMARY OF BIDDER'S EXPERIENCE

Our goal on every project, regardless of size or scope, is to create phenomenal work that demonstrates research-based insight, creativity, and measurable return in equal measure. Our process is led by big ideas and informed by research and experience. Our ingenuity lies in our:

1

INNOVATIVE SOLUTIONS TO COMPLEX PROBLEMS

At our heart, we are creative problem-solvers underpinned by the rigors of deep understanding of categories and their stakeholders.

2

STRATEGIC PLATFORMS

We craft enduring strategic ideas designed for the long-term, but with tactical flexibility.

3

CREATIVE CAMPAIGNS, DESIGN SYSTEMS AND MEDIA INTEGRATION

We're thoughtful about every aspect of a campaign from top to bottom, combining smart ideas and strong visual language in innovative executions that live within innovative multi-channel media integrations.





CLIENT PARTNERSHIPS





CLIENT PARTNERSHIPS

BASS PRO SHOPS

A naming and design project for Bass Pro Shops.

We were approached to help create and launch a new proprietary line of optic products for Bass Pro Shops. This assignment included strategy, name, product look and feel, packaging, identity system, and positioning work. The idea was to introduce into the category a store brand that offered exceptional quality at a reasonable price point.

Oculus is the name we developed for a full line of binoculars and hunting scopes sold exclusively at Bass Pro Shops' 90 retail stores across the United States and Canada.

Solution: An oculus is a circular opening to let light through at the top of an architectural dome. That relationship, as well as the connection to an ocular lens, made for the perfect name. We developed a meticulously clean and modern design system that contained a distinct technological feel to attract interest and lean into the performance features of the products. After conducting primary research, we understood the single message that would resonate with the target audience was "Miss absolutely nothing." Not a single shot. Not a single bird. Not a single thing on the horizon.

Demand outpaced supply after the product launched. And within six months, the product sold out across the U.S.

BL's work with Bass Pro Shops was completed on time and on budget.

Time period: April 2015 – July 2015

Budget: \$35,000

Reference: John Acosta, jacosta@majorleaguefishing.com



OCULUS

HYPERVENTILATE WITH CONFIDENCE.

myrotting.com OCULUS



NEBRASKA TOURISM COMMISSION

A multi-year integrated campaign for Nebraska Tourism.

Bailey Lauerman partnered with the Nebraska Tourism Commission from 2012 to 2017 to bring more visitors to Nebraska. **Together, we helped increase state lodging tax collections at an average of 6.4% yearly.** BL supported the Nebraska Tourism Commission with strategy, media, creative, and production on annual marketing campaigns.

Solution: When you visit Nebraska, it's less about the attractions and the jam-packed vacation agenda of things to see and do. It's more about the simple, spontaneous, nice moments you enjoy with the ones you love. In other words, visiting Nebraska isn't about getting amped up; it's about slowing down. Our communication goals included reaching multiple target audiences in and out of state to build top-of-mind consideration, focusing on key markets/geographies that represented the greatest opportunity, delivering unique messaging based on viewers' activities and interests, and engaging in ongoing dialogue with potential travelers via two-way communication channels. The campaign evolved from "Visit Nice" (2014) to "Through My Eyes" (2017).

From: To:
Observational → Personal
Who We Are → Why We Are Who We Are
Invitation to Visit → Invitation to Engage
Depicting → Experiencing

In 2017, the new campaign – with broadcast, print, and collateral, as well as website updates – helped unify the industry and Nebraska behind a common tourism initiative, and traffic to visitnebraska.com increased by staggering amounts.

- Unique visitors to the site increased by **74%** year over year, and over **125%** compared to two years prior.
- Organic site traffic increased **48%** year over year.
- Site traffic from social media increased **216%** year over year and **668%** compared to two years prior.



In addition, the number of travel guides requested through the website increased by over **91%** in the same period of 2017 compared to 2016, and “Through My Eyes” videos shared on the site received over **2 million** views on YouTube.

Most importantly, the state lodging tax collection increased again, marking **six years of consistent growth** in state lodging revenue.

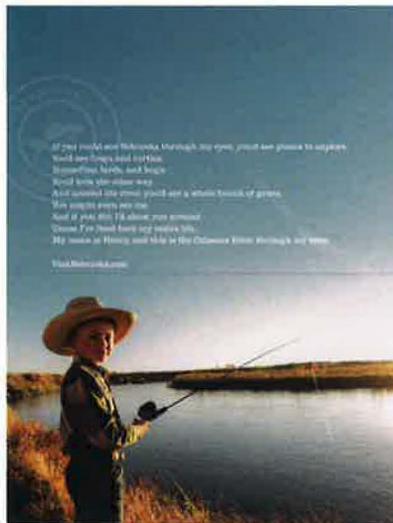
Time period: Four separate contracts were entered into with the State: two three-year contracts from August 1, 2013 to June 30, 2016, and two one-year contracts from September 2016 to August 2017. BL completed all deliverables as outlined within these contracts within the allotted time frames.

Budget: The overarching Commission budget across these was \$4,885,000, which is inclusive of agency time, subcontractors, and production dollars allocated specifically to the Commission. Of that total, BL billed the state \$3,356,947 over the course of our partnership.

Reference:

Heather Hogue, Deputy Director/Grant Administrator
 heather.hogue@Nebraska.gov
 402.471.3774

NE Tourism: “Through My Eyes” Print Ads





OMAHA'S HENRY DOORLY ZOO

A multi-year integrated campaign for the Henry Doorly Zoo.

Bailey Lauerman worked with Omaha's Henry Doorly Zoo & Aquarium from 2011 to 2017 to increase zoo attendance and memberships, as well as brand affinity and awareness of conservation efforts. BL handled strategy, media, creative, and production on campaigns for many zoo exhibits, events, and campaigns. In 2017, the zoo tasked Bailey Lauerman with helping to drive off-season attendance.

Solution: Most people don't know one of the world's best zoos is open in the winter. And in Nebraska, winter weather can be 60 or 6 degrees. To drive off-season attendance and create news for the zoo, we predicted we could use the unpredictable: Nebraska weather. Using weather-triggered digital ads, we used personalized viewer forecast data to create banner ads that suggested already-existing zoo attractions based on different weather conditions, like rain, snow, and cold – conditions not usually conducive to zoo visitation. The weather-based creative was dynamic and determined by the location of the individual viewing the ad. We did multi-variant testing, or dynamic creative optimization, to see which headlines, images, and targeting options (including weather triggers) performed the best. These ads were placed across mobile and desktop sites.

The results were tremendous, with up to 10 times better performance than the previous year's non-dynamic display ads. The zoo saw a **92%** lift in visitation for viewers exposed to the campaign ads.

The zoo continues to use weather-triggered digital creative to help overcome our state's unique weather patterns and attract visitors, no matter if there's sun or rain in the forecast.

Timeline: BL and Henry Doorly Zoo partnered for two three-year contracts, from September 2011-August 2017.

Budget: \$104,500 agency fees billed annually + \$104,500 donated hours in-kind annually. Out-of-pocket expenses (media, production) billed at net.

Reference:

Dawn Ream
Communications, Marketing & Sales Director
Omaha's Henry Doorly Zoo & Aquarium
dawnr@omahazoo.com
402.738.2022

Weather Dynamic Digital Banners (Dynamic Images)





SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Great work isn't an accident. It's the result of putting people in a position to let their talents thrive. We designed our process to work hard for our clients, while also providing the flexibility to adapt to different types of projects.

| | PURPOSE | OUTPUT |
|--------------------|--|--|
| 1. HUDDLE | Rally around the opportunity & team approach. | Client brief & project plan. |
| 2. DIG | Gather data, share insights & find fresh ways to look at the challenge. | Key findings on what matters most to the brand/people at the right times. All inputs needed to develop journey, communications architecture & briefs in the next step. |
| 3. BRIEF | Precisely define the problem, specify requirements & inspire what might be possible. | Journey, communications architecture with key metrics & briefs. |
| 4. IDEAS | Generate ideas, craft concepts & sell a highly original, high-impact solution. | A unique and compelling solution to the problem that will create magic. |
| 5. MAKE | Develop the market-ready solution with passion & precision. | Client approval of a beautifully crafted & complete solution. |
| 6. GO | Release the solution into the world to effect change. | Deployment validation. |
| 7. OPTIMIZE | Measure & optimize the solution until the work tells a powerful story, perfectly. | Optimization recommendation. |



GUIDING PRINCIPLES

At Bailey Lauerman, our principles are simple. They are our guiding force and our north star for creating the best work to contribute to our clients' success. Every day, we strive to:

RESPECT THE CRAFT.

We do that by fully committing to mastering our craft, whatever it happens to be. We strive to make it world-class. We never stop learning. We're meticulous. We champion honest feedback by giving and receiving it.

ACT LIKE A PRO.

Our clients expect it. We expect it of everyone in the agency. We're considerate of others and keep our promises. We listen well. We act appropriately. We take initiative. And we exhibit a positive, "can-do" attitude.

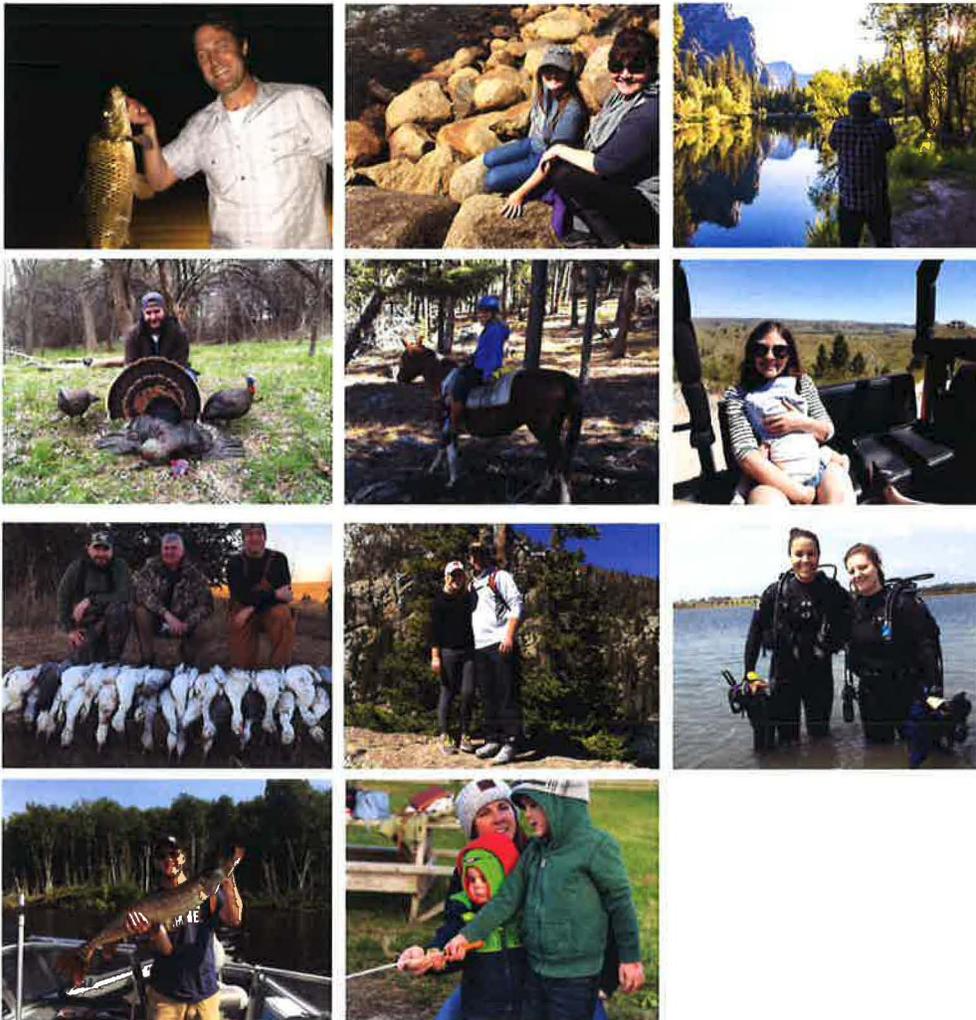
TRY NEW THINGS.

We promote the spirit of Bailey Lauerman innovation through our actions. We look for and pursue the potential in every idea. We stay curious. We explore unknown territories. We have the audacity to suggest the never-tried.



THE TEAM

Here at Bailey Lauerman, our work shines because of the talent behind it. Our philosophy is simple: By hiring the best – masters of their craft and life-long learners – you get the best work. Our team is passionate about the work, passionate about our clients, and passionate about the outdoors. With a wide array of backgrounds, experience, and education, our agency represents the best and brightest in their fields so that you can expect the best work, every time.





GREG ANDERSEN | CEO

Bachelor of Science, University of Nebraska-Lincoln



While Greg Andersen made his advertising career directing strategy at top agencies on the coasts, the Nebraska native is most at home helping brands connect with customers between the coasts as CEO at Bailey Lauerman.

Greg adds more than 28 years of experience from top firms in New York and Los Angeles to Bailey Lauerman, where he worked with brands including Google, Cadillac, Toyota, Westin Hotels, Axe, and Mattel. He most recently served as both President of RAPP U.S. and Managing Director of RAPP Los Angeles, leading the U.S. office to network-leading growth. In 2015, RAPP Los Angeles was recognized for winning the most creative awards in its history, a reflection of Greg's leadership in transforming the agency from a direct and CRM specialist to a creative company with deep data and technology capabilities. Prior to joining RAPP, Greg was CEO of BBH U.S., earning 4A's Midsize Agency of the Year five out of the seven years of his tenure there, as well as Webby's Agency of the Year. Greg spent his early career in account management and strategic planning at EURO RSCG, Merkley + Partners, and Lowe Worldwide.

Greg's travel and tourism expertise, including his work on the launch of JetBlue, Westin Hotels, and New York City Tourism, helped inform Bailey Lauerman's award-winning work for Nebraska Tourism.

Outdoor Interests/Expertise: Greg enjoys fishing, pheasant and waterfowl hunting. He also finished 2nd in the Nebraska State Duck Calling Competition.

References:

Hollie Rapello, Co-Founder
Raven Public Relations
438 Houston Street
Nashville, Tennessee 37203
651.470.1311
hollie@meetraven.com

Neal Davies, CEO
BBDO Dublin
17 Gilford Road, Sandymount,
Dublin 4
Ireland
+353.1.206.0600

Marvin Gass,
Manager, Lubricants Planning
& Commercial Development
Phillips 66
P.O. Box 421959
Houston, TX 77242
Marvin.gass@p66.com



CARTER WEITZ | CHAIRMAN/CHIEF CREATIVE OFFICER
Bachelor of Fine Arts - Graphic Design, Iowa State University



Since 1991, Carter Weitz has helmed Bailey Lauerman's creative department and has been a member of the firm's executive management team.

Under Carter's influence, the agency has transformed from a regional advertising firm to a highly competitive destination agency known for its creative firepower and national client roster. The agency's creative work for some of America's most iconic brands, including Union Pacific, Disney and Smithsonian has consistently made the pages of *Communication Arts* and *Graphis* and has also earned the recognition of national award shows including Effie Awards, One Show, and the National ADDYs.

Today, Carter provides creative guidance across the firm's impressive client roster. Prior to moving into the Chairman seat in 2013, he spent a number of years serving as the agency's President.

Outdoor Interests/Expertise: Carter is an avid fisherman and hiker and is accomplished in a variety of water sports.

References:

John Chapo, President/CEO
Lincoln Children's Zoo
1222 S 27th St
Lincoln, NE 68502
402.475.6741

Mark T. Walz
Chairman, President & CEO
Farmers Mutual of Nebraska
501 South 13th St
Lincoln NE 68508
402.434.8345

Mike Lewis
Cargill Corn Milling
PO Box 9300
Minneapolis, MN 55440
800.227.4455



AARON JAROSH | ASSOCIATE CREATIVE DIRECTOR

Bachelor of Journalism - Advertising, University of Nebraska-Lincoln



After leaving Nebraska to pursue career opportunities at top ad agencies in New York, Aaron returned four years later, applying his digital and creative expertise to our clients in The Everything In-Between. Aaron brings seven years of experience to BL in marketing, creative, social and digital. He started his career managing digital projects internally at both Smart Chicken and Neebo, creating activations for retailers across the country. After moving to New York, he produced and managed digital campaigns at Cake for Volvo, Keurig, Food Network, and Havaianas. Soon he transitioned to top creative roles at Cake and Brickhouse Projects, where he led creative development, managed creative teams, and oversaw video production for clients such as I Love NY, Greyhound, and *Inc.* magazine. Upon returning to Nebraska, Aaron worked as a writer and producer for Nebraska Game & Parks, Nosler, and Textron Off Road at Swanson Russell.

Aaron currently leads creative on American National Bank and Bosch, while providing ideation and creative input on Disney, Phillips 66, and Kendall Motor Oil.

Aaron is an avid urban explorer, and enjoys scouting out the latest restaurants, bars and local makers in his spare time. When he's not traveling the country, you can find him answering questions from co-workers on "what to do" this weekend or walking his rescue dog, Duke.

Outdoor Interests/Expertise: Aaron has grown up pheasant and quail hunting, turkey hunting, and enjoys hiking and camping with friends.

References:

Rah Mahtani
300 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
201.270.6878

Carlie Wiebert
2331 CityWest Blvd
Houston, TX 77042
281.745.4185

Lauren Piller
8990 West Dodge Rd.
Omaha, NE 68114
402.917.7360



JESSICA JAROSH | GROUP ACCOUNT DIRECTOR

Bachelor of Journalism - Advertising, University of Nebraska-Lincoln



Jessica Jarosh cut her chops managing national accounts at agencies in the Big Apple, but we're happy that she brought her expertise home to the Big O – Omaha. Jessica brings nearly a decade of experience leading client partnerships spanning the entertainment, retail, tourism, technology, and automotive sectors.

Jessica is a proud graduate of the University of Nebraska-Lincoln and remains involved with the Journalism College and Nebraska State DECA program. Outside the office, she'll take any chance she can get to pursue her two passions: scuba diving and enjoying tart cherry ice cream at Coneflower.

Outdoor Interests/Expertise: Jessica is most comfortable in water, as a SCUBA Schools International Master Diver and U.S. Masters Swimmer and Open Water Competitor. She also enjoys boating, skiing and wakeboarding on Nebraska's lakes.

References:

Jamie Allison, Director
of Brand Management,
Phillips 66
Jamie.Allison@p66.com

Jay Dalton,
DECA Advisor,
Omaha Burke
Jay.Dalton@ops.org

Scott Sullivan, Marketing
Communication Specialist,
Bosch
Scott.Sullivan@us.bosch.com



JOCELYN HOUSTON | ACCOUNT SUPERVISOR

Bachelor of Journalism - Advertising, University of Nebraska-Lincoln



Jocelyn comes to Bailey Lauerman with 7 years of in-house marketing and PR leadership under her belt. After graduating from the University of Nebraska-Lincoln with a Bachelor of Journalism, majoring in Advertising and Public Relations, Jocelyn worked as director of marketing at Cornerstone Print & Marketing, now Firespring, leading their rebranding efforts. She then moved to the nonprofit world, joining the YMCA of Greater Omaha senior leadership team as Vice President of Marketing & Communications, where she led all marketing and PR efforts, including media buying and planning, PR strategy, digital, social and website development, and creative direction.

Outdoor Interests/Expertise: A native of scenic Crawford, Nebraska, one of Jocelyn's first jobs was at the Fort Robinson State Park lodge, where she waitressed for two seasons. Growing up in the "garden beyond the Sandhills," Jocelyn is an active hiker, camper, and enjoys exploring Nebraska's lively history.

References:

Kevin Thomas, COO
Firespring
1201 Infinity Court
Lincoln, NE 68512
402.437.0000

Todd Murphy, CEO
Universal Information
Services
1623 Farnam Street #600
Omaha, NE 68102
800.408.3178

Lance Cohn, COO
YMCA of Greater Omaha
430 S 20th Street
Omaha, NE 68102
813.924.5314



MEGAN STORM | ASSOCIATE MEDIA DIRECTOR

Associate in Applied Science, Information Technology Web Development -
Metropolitan Community College



Megan joined Bailey Lauerman in 2015 and brings 14 years of experience in media strategy, buying, and planning to the team. With a firm grasp on the modern media and technology landscape, Megan thinks both strategically and creatively about programming ideas out into the world.

Megan has delivered strong media strategy, planning, and execution for national brands like Phillips 66 Lubricants, Kendall Motor Oil, Bosch ICON Windshield Wipers and Sun Pacific.

Outdoor Interests/Expertise: Megan grew up around the Fremont Lakes where her grandparents have served as campground hosts for more than 20 years and continues to visit to camp, fish, and boat with her family.

References:

Gary Sadlemyer, KFAB
5010 Underwood Ave.
Omaha, NE 68132
402.561.2000

Tiffany Harger,
Lamar Outdoor
4849 G St, Omaha, NE 68117
402.734.6850

Ashley Vender,
RhythmOne
200 N. Lasalle Street
Suite 2370
Chicago, IL 60606
avender@rhythmone.com



KATHLEEN AL-MARHOON | SR. PR STRATEGIST, APR

Bachelor of Science, University of Nebraska Omaha



Kathleen Al-Marhoon is an accredited public relations professional who joined Bailey Lauerman in 2015. She is the senior public relations strategist who leads the Bailey Lauerman PR and social team and represents the department on the leadership team.

While at creative agencies, Kathleen has worked with cross-functional teams to lead strategic public relations, crisis communication, thought leadership and influencer campaigns for a broad range of brands including Lindsay Irrigation and Transportation Solutions, Sun Pacific Cuties, Better Business Bureau, Bellevue University, Phillips 66 Lubricants, and Flagstar Bank.

She is an active volunteer and has continuously served in a professional capacity since 2001, on boards that include the Association of Lutheran Development Executives and Omaha Press Club, as president of the Public Relations Society of Nebraska, and as a professional advisor for University of Nebraska Omaha communication students.

Kathleen received her Bachelor of Science from the University of Nebraska-Omaha, accreditation in Public Relations (APR), and holds a certificate in fundraising from Indiana University, School of Philanthropy. Last year, Kathleen was honored by the University of Nebraska at Omaha School of Communication with the Alumni Achievement Award for her outstanding career and civic involvement.

Outdoor Interests/Expertise: Kathleen is an experienced horseback rider and enjoys finding new trails throughout the state. Occasionally, she trades in her horse for a 4-wheeler.

References:

Bev Carlson, APR, PAHM, Director
of Corporate Communications &
Brand Management
Physicians Mutual
2600 Dodge Street
Omaha, NE 68131
402.633.1196

Brian J. Osborne, Chief
Development Officer
Nebraska Children's Home
Society
4939 S 118th St, Omaha,
NE 68137
402.451.0787

Karen Weber, Lecturer
School of Communications,
UNO
6001 Dodge St, Omaha, NE
68182
402.554.2246



MICHAEL FERNANDO | ART DIRECTOR

Master of Fine Arts - Advertising, Savannah College of Art & Design (SCAD)
Bachelor of Science - Advertising, East Tennessee State University



Michael is an accomplished art director who brings 5+ years of advertising expertise to the Bailey Lauerman team. With experience in creating campaigns for local, national, and international brands, his foundation is in design and art direction, but his greatest strength lies in his versatile and diverse skill set. At BL, he uses his talents to craft cutting-edge work for clients such as Bosch, Phillips 66, Cargill, Farmers Mutual, and American National Bank.

Prior to joining BL, Michael worked with Zimmerman Advertising in Fort Lauderdale as a Junior Art Director. There he conceptualized and crafted digital, print, social, experiential media, and national TV campaigns for Nissan North America. Before Zimmerman, Michael worked with Ogilvy & Mather of Atlanta and The Tombras Group of Knoxville, working on clients like Holiday Inn Express, Cleaver-Brooks, CORT Furniture, and Stressless® by Ekornes. He's received numerous accolades for his work, most notably: 2017 AAF District 7 ADDYs (1 Gold, 2 Silver), 2017 Atlanta ADDYs (3 Gold, 1 Silver), and 2016 Cannes Future Lions Shortlist.

Outdoor Interests/Expertise: As an Eagle Scout and native of East Tennessee, the outdoors have been a big part of Michael's life. He rarely ever misses a chance to go hiking, camping, boating, and in the winters, snowboarding.

References:

Will Griffith, Executive
Creative Director
Creative Energy
3206 Hanover Rd.
Johnson City, TN 37604
423.926.9494

Lori Cooper
SVP, Account Supervisor
The Tombras Group
620 S. Gay Street
Knoxville, TN 37902
865.524.5376

Steve Rice
SVP, Creative Director
Zimmerman Advertising
6600 N. Andrews Ave
Fort Lauderdale, FL 33309
954.644.4000



LACEY ROUSE | SENIOR COPYWRITER

Master of Arts - Advertising, University of Texas at Austin
Bachelor of Arts - Theatre & French, University of Southern California



Lacey began her advertising career at Ampersand Agency in Austin, Texas where she received solid grounding in writing copy for local and regional brands such as Uncle Billy's, Little Woodrow's, Cavender's and Treaty Oak Distillery. From there she moved to Dell Blue, Dell Inc.'s in-house creative agency where she worked on one iconic, household brand. At Dell Blue, Lacey worked as Senior Copywriter on international campaigns for premium lines of business including XPS, Alienware and Inspiron as well as a highly-visible internal campaign for the LGBTQ+ community: Proud as Dell. She gained invaluable experience in crafting 360-degree campaigns from concept to execution, building every asset from the tiniest banner ad to fully-realized social, print, out of home, TV and radio work. She is beyond excited to be back in her hometown – Omaha, Nebraska – bringing her expertise in brand voice and copy styling to Bailey Lauerman. As Senior Copywriter, she dedicates her big ideas and enthusiasm for language to creating exciting work for clients like OPPD, UnitedHealthcare, Midtown Crossing, and Bellevue University.

Outdoor Interests/Expertise: Lacey's on a mission to visit every National Park in the U.S. An avid hiker and kayaker and a big fan of fishing and ATVs, she has already added Nebraska State Parks to the top of her list of outdoor destinations.

References:

Casey Anderson
Associate Creative Director
Dell Blue
401 Dell Way
Round Rock, TX 78682
512.888.7899

Samantha Hinrichs
Associate Creative Director
Ampersand Agency
2901 Vía Fortuna #185
Austin, TX 78746
916.212.4141

Stuart Freeman
Senior Copywriter
Dell Blue
401 Dell Way
Round Rock, TX 78682
512.663.6149



CASEY STOKES | SENIOR MOTION DESIGNER

Bach. of Fine Arts - Visual Comm. & Design, Univ. of Nebraska at Kearney



Casey brings more than 12 years of motion design experience to Bailey Lauerman. With a sharp eye and the ability to bring client vision to life, Casey uses his talents to direct, design, animate and edit videos for clients such as Bosch, TD Ameritrade, Phillips 66 Lubricants, Kendall Motor Oil, and Farmers Mutual of Nebraska.

Prior to Bailey Lauerman, Casey worked as head of motion at Daake where he managed and directed all motion projects for various clients from broadcast and social to internal campaigns. He also brings experience in B2B and customer-facing video creation.

Throughout the years, Casey has led teams that range from one designer all the way up to an entire production team and talent, and worked on clients such as Children's Hospital, Blue Cross Blue Shield, University of Nebraska-Lincoln, Creighton University, and First National Bank.

Outdoor Interests/Expertise: Casey is a seasonal pheasant and turkey hunter, avid angler, and hikes and camps.

References:

Steve Valish
Senior Design Director
Daake
17002 Marcy Street
Omaha, NE
402.933.2959

Scott Dobry
Scott Dobry Pictures
7701 Pine Circle
Omaha, NE
402.391.5700

Greg Daake, Principal and
Creative Director
Daake
17002 Marcy Street
Omaha, NE
402.933.1094



EMILY LEEPER | PUBLIC RELATIONS STRATEGIST

Bachelor of Journalism - Advertising/PR, University of Nebraska-Lincoln



Emily comes to Bailey Lauerman with 6 years of public relations and social media experience. In today's digital environment, Emily has a knack for building strategic PR plans that integrate earned media, social media, influencer relations and content development across her clients.

Prior to Bailey Lauerman, Emily lived in Kansas City, working at MBB Agency leading PR and social strategies for a variety of regional and national organizations such as Beauty Brands, Black Cat Fireworks, Bon Ami, Children International, CHI Health, and Hallmark Hall of Fame. In 2017, Emily led an influencer campaign which won the agency a national PRSA Silver Anvil Award of Excellence for its results. She enjoys being active in the community and has served on the GKC-PRSA Board and was a founding board member for Project Homeless Connect Kansas City for the past six years.

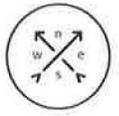
Outdoor Interests/Expertise: Growing up in Nebraska, Emily has always appreciated the outdoors through her Girl Scout experiences and yearly camping and hiking trips with family and friends across the state.

References:

Jim Brown, CEO
MBB Agency
11610 Ash St #200
Leawood, KS 66211
816.531.1992

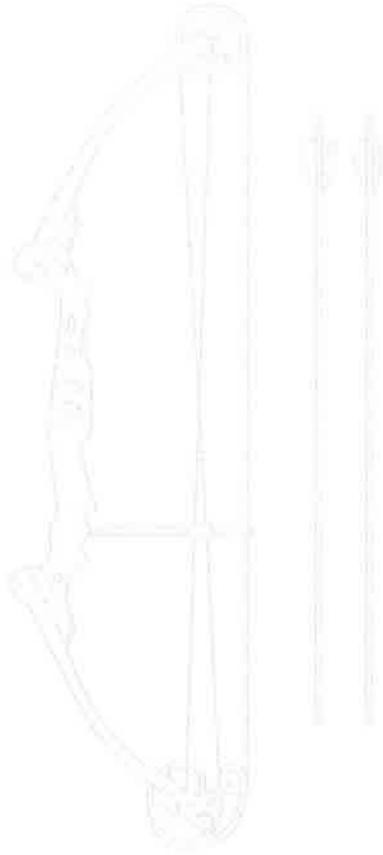
Andrea Hayob, Engagement Director
Area 23
622 Third Avenue, Third Floor
New York, NY 10017
917.265.2623

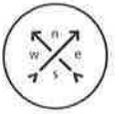
Sarah Fustine, Partner, Strategic
Partnerships and Operations
Think Big Partners
1712 Main St. Suite 400
Kansas City, MO 64108
816.842.5244



SUBCONTRACTORS

As a full-service agency, we have the talent and capability to accomplish most everything in-house. Because of our nearly 50 years in the creative advertising world, we are well-connected in the media, production, and arts community – both here and throughout the country – and easily able to subcontract high-caliber talent when required. There may be occasions when we will advise bringing in videographers or photographers to supplement our in-house capabilities, depending on our clients' needs and our shared vision for the campaign, to save time and money, and to keep the project on course. Whether or not we make use of subcontractors can be determined by both teams in the future, when and if it becomes preferable or advisable.



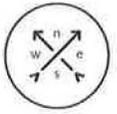


TECHNICAL APPROACH



Our process is simple – and highly effective. We analyze your goals, your marketing and your category. We research everything down to the smallest detail. We craft an insightful, brilliant strategic position. We execute on that position with top-flight copy, design, media, PR and technology.

The following contains our response to Section V. Project Description and Scope of Work.



PROJECT OVERVIEW

The mission of Nebraska Game and Parks Commission (NGPC) is stewardship of the state's fish, wildlife, park, and outdoor recreation resources in the best long-term interests of the people and those resources. To accomplish that purpose, the commission offers a vast amount of opportunities for people to have fun, enjoy Nebraska's outdoors and create memories; helps maintain healthy fish and wildlife populations and improves land and water habitats; provides a \$2.64 billion annual economic impact in Nebraska; using innovation, does what is in the best interest of all Nebraskans and the resources we manage; and helps inform, educate and engage Nebraskans about the natural world.

In order to build upon the NGPC growth, it is important to:

1. Position Nebraska as a desirable outdoor recreation destination.
2. Bring visitors to the state parks and recreation areas through promotion throughout the year.
3. Increase participation in outdoor recreation, including, but not limited to: hunting, angling, wildlife viewing, shooting sports, camping, boating and more.
4. Increase awareness of NGPC's mission and the benefits provided to the public and the resources.
5. Establish highly effective marketing and advertising campaigns that produce results and maximize return on investment.
6. Utilize primary and secondary research to maximize marketing investments, develop strategies, and efforts to target markets both in state and out-of-state.
7. Increase consumer and business spending at state park facilities, including lodging and conferences and special event activities.
8. Implement public relations campaigns designed to produce national media coverage and social media and industry conversations about the state's natural resources and outdoor recreation opportunities.





PROJECT ENVIRONMENT

Bailey Lauerman will work collaboratively with NGPC to raise awareness and strengthen relationships with the conservation and outdoor recreation industry through comprehensive marketing, advertising, public relations, and outreach efforts that result in more people spending time enjoying Game and Parks programs and more long-term supporters for parks, wildlife, hunting, fishing, and other experiences and values provided by the agency. Bailey Lauerman is dedicated to upholding the same vision and service to which NGPC is committed.

PROJECT REQUIREMENTS

Bailey Lauerman will provide the services requested, including research and consumer insight of consumer travel planning, hunting, angling, and wildlife viewing trends, analysis, and the best form of adaptability for NGPC's marketing budget. Detailed requirements are provided in the Scope of Work. Due to the fluidity of the industry, the allocation for marketing dollars has the potential to expand or be reduced based upon spending authority and the needs of NGPC.

All concepts, slogans, or plans submitted or developed by Bailey Lauerman for NGPC during the term of the contract, whether or not used, and any and all layouts, copy, artwork, video, and other tangible material which the agency prepares for NGPC or purchases for its account pursuant to any advertising campaign for NGPC, are NGPC's property exclusively.

We understand that NGPC will have direct access and editing capabilities of all content, including web files, database records, multi-media, HTML code and design templates, graphic designs, and video files.



CONTRACTOR REQUIREMENTS

Bailey Lauerman agrees to all contractor requirements as identified within the RFP:

1. Bailey Lauerman will report to NGPC staff on their activities in scheduled status meetings and in accordance to the contract provisions. Bailey Lauerman will work at the direction of assigned NGPC staff members and will work closely with other contractors and partners as needed to create integrated and successful marketing and communications campaigns.
2. Bailey Lauerman has the staff expertise in outdoor recreation, tourism, and targeted marketing.
3. Bailey Lauerman has experience working with mass media, national outdoor media organizations and influencers, multimedia, and social media marketing campaigns.
4. Bailey Lauerman will develop and share creative and media briefs with NGPC for feedback prior to commencing work on projects and efforts.
5. Bailey Lauerman will work in close collaboration with NGPC staff to maintain a high visibility for outdoor recreation in Nebraska through a combination of paid and earned media.
6. Bailey Lauerman is knowledgeable about the outdoor industry, trends in hunting, fishing, shooting sports, and participation in outdoor pursuits, as well as social media and new media, and keeps up-to-date with new advances and opportunities and will make appropriate recommendations to NGPC.
7. Bailey Lauerman associates are readily available during normal business hours (8:00 am to 5:00 pm CST) by telephone, email, and in person.



SCOPE OF WORK

We understand the scope of services and work to be completed as detailed within the RFP, as such:

ACCOUNT LEADERSHIP

Our account leadership team keeps their promises. We provide superior support for all daily and ongoing communications, conference reports, status updates, project estimates, and budget setting and updates through open and honest communication. Together, our account services team will work with the NGPC team to understand and develop campaign plans aligned with NGPC marketing goals and will accomplish these goals through proactive scheduling, project management, monitoring of key metrics, project estimates, budget setting, regular meetings with NGPC team, and participation in presentations and at special events, all while delivering a premium experience.

STRATEGIC PLANNING AND MARKETING RESEARCH

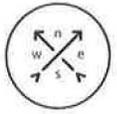
We have a team of very talented account planners who will direct all research and strategic efforts for NGPC. Our research philosophy is honest and meticulous. We will utilize both qualitative and quantitative research methodologies to help bring NGPC marketing goals to life and inform decision-making on behalf of NGPC.

STRATEGIC CREATIVE DESIGN AND PRODUCTION SERVICES

Our talented creative development team has mastered the skills to develop all creative as described in the scope of work by NGPC (including but not limited to: video production and editing, acquiring assets for multimedia productions, assets for web and digital, social media, mobile applications, videos for social media, email, tag management, digital ads, television, radio, print, outdoor, graphic design, copywriting, and proofreading). Where we add value is our ability to think beyond the expected and use our curiosity as an advantage to explore unknown territories.

MEDIA PLANNING & BUYING

Our experienced media team will recommend a comprehensive media strategy based on our own insights and research, in addition to key insights as provided by NGPC. The goal is to create a recommendation that is impactful, innovative, and that makes use of our valuable relationships with local, regional, and national vendors to negotiate and get the best rates. This team works far beyond the placement, with ongoing measurement and insight evaluating to track campaign performance and work for continual improvement and optimization.



EARNED MEDIA AND PUBLIC RELATIONS

Public relations efforts will focus on collaborative and meaningful opportunities for earned media and content marketing. Our team, is comprised of individuals with social media expertise and sponsorship experience, and has years of long-standing local, regional and national media relationships. Understanding our audience and opportunities is the basis of concepting, developing, and executing all earned media strategies that will be relevant and impactful. Our team closely monitors all coverage and measures its impact and ongoing reporting will be supplied to NGPC, accompanied by strategies for growth and continued optimization.

BRANDING AND COOPERATIVE MARKETING

Maintaining strong, consistent brand messaging is key to success, and BL will work in collaboration with NGPC to further enhance its brand message, image, and campaign strategy with new creative images, music, messaging, and design elements. We'll be dedicated to making the most of cooperative marketing opportunities with impactful third-party organizations. Our team will create modular work that's flexible enough to encourage these opportunities. Aligning the brand strategy with NGPC's mission and strategic vision is the foundation to establishing the NGPC's positioning across all campaigns.

INDUSTRY PARTNERSHIPS

We have a great deal of experience in partnerships and we will work to find opportunities for NGPC to connect and partner with major brands, social media influencers, and with media and industry leaders in hunting, fishing, outdoor recreation and can support and further NGPC's mission. With our Everything In-Between influencer network, BL is uniquely positioned to establish partnerships that are meaningful and relevant to our audience segments.

PROJECT MODIFICATIONS

We understand the fluidity of a comprehensive marketing campaign and will partner with the Commission to work through any campaign refinement, development, and/or production that may take place during the contract duration.

PRESENTATION, DEVELOPMENT AND SUPPORT

We know the impact a great presentation can make and have invested in training our team to be premier presenters. We are fully capable of assisting or leading NGPC with any presentations, scripts, events, video productions, or on-site technical assistance as needed throughout the duration of our partnership.



PROJECT PLANNING & MANAGEMENT

We will be responsible for developing a five-year marketing and advertising plan within the total allocated agency hours and \$600,000 media budget annually. This plan will be formed from a solid foundation established through thorough analysis of the existing brand, campaign performance, consumer and marketplace trends, and demographic information and considerations as a normal part of the services being contracted.

That said, we know a project is only as successful as the collaboration between the client and the agency. We like weekly status updates. We rely on frequent communication – in-person, on the phone, through email, once a month, once a week, daily, even multiple times per day – depending on the status of the project. Planning calendars, managed by our account leadership team, are crucial to our success and we live by these documents so that we can measure progress and ensure that your projects stay on track every step of the way.

Our campaigns are only as successful as how well they measure KPIs and our reports, generated by our connections team, will shed light on their performance. We will interpret these results and talk through them with you at regular intervals to discuss strategies and optimization for continued success.

We know you have your own way of sharing information within your organization and will generate reports showing pre- and post- campaign assessments in digestible, yet informative, ways to you and your stakeholders, quarterly or as requested.

We would like to really get to know you. We will happily make the 50-minute drive to Lincoln monthly (or more) to meet with your team and discuss status of the campaign and projects, review our performance and discuss optimization. We consider this a partnership and would value the opportunity to work closely alongside you throughout the duration of our relationship.



PROJECT MODIFICATIONS

BL understands this project is dynamic in nature and agrees to be fluid in respect to the percentage of time spent on the deliverables as addressed in the scope of work.

PERFORM IMPLEMENTATION

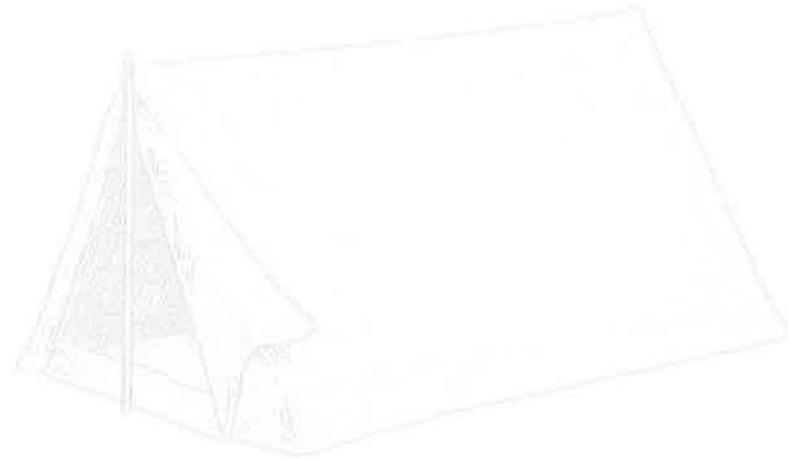
BL agrees to implement the media plans/campaigns in full and understands this is not an exclusive contract with NGPC.

Any monthly reporting may be modified as requested by NGPC with 30 days notice, and BL agrees to these terms.

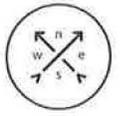
ADDITIONAL INFORMATION

BL understands and agrees to the terms that all advertising materials provided to NGPC will be stored for five (5) years and these materials will be treated as NGPC property.





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PROPOSED DEVELOPMENT APPROACH

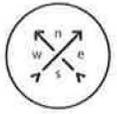


Bailey Lauerman is a big believer in strategic process and rigor. But at the same time we subscribe to a bit of a different belief in our strategic planning group:

IDEA LED. RESEARCH INFORMED.

Of course we do our homework. It's the foundation of our insight and our hypotheses. But when it comes to creating solutions for our clients that break them out of a category or defy some sort of overriding convention, we believe equally in the importance of creative thought.

So what follows is a summary of the homework and thinking that form the strategic underpinnings of NGPC communications, the communications tasks and the creative ideas we think can help the state appeal more broadly to hunters, anglers, and parks visitors.



CAMPAIGN STRATEGY

To develop the strategic breakdown for the integrated NGPC creative and media campaign, we've looked closely at your stated objectives:

- Position Nebraska as a desirable outdoor recreation destination
- Bring visitors to the state parks and recreation areas through promotion throughout the year
- Increase participation in outdoor recreation, including, but not limited to, hunting, angling, wildlife viewing, shooting sports, camping, boating and more.
- Increase awareness of NGPC's mission and the benefits provided to the public and the resources
- Establish highly effective marketing and advertising campaigns that produce results and maximize return on investment
- Utilize primary and secondary research to maximize marketing investments, develop strategies, and increase efforts to target markets both in state and out-of-state
- Increase consumer and business spending at state park facilities, including lodging and conferences and special event activities.
- Implement public relations campaigns designed to produce national media coverage and social media and industry conversations about the state's natural resources and outdoor recreation opportunities



COMMUNICATION TASKS

Based on our understanding of the market and your objectives, we have articulated three key communications tasks that we believe are critical to NGPC's success. These tasks become the central strategic pillars for messaging, media and measurements.

1 | Build awareness for Nebraska's outdoor opportunities and NGPC as the organization that makes them possible.

How do we plan on accomplishing this?

By creating a new brand campaign that evolves the "Time Well Spent" concept and works to promote NGPC on an ongoing basis.

What channels will we leverage for this task?

Connected TV, digital video, digital display, social media, PR, SEM, email and print.

How will we track performance?

Brand awareness, perceptions and attributes, downloads, outdoor activity consideration and research behavior (i.e. searches), site traffic, and time spent on OutdoorNebraska.org.

2 | Drive purchase for NGPC's revenue-generating programs by highlighting benefits of each (e.g. hunting/fishing permits, park passes, park accommodations, etc.).

How do we plan on accomplishing this?

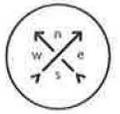
Create hyper-targeted, seasonally-driven activations that promote the right outdoor activity, to the right people, in the right moments, with the right message.

What channels will we leverage for this task?

Digital display, email, paid social media, digital video

How will we track performance?

Sales (online permit/pass purchases, accommodations, etc.), digital engagement (CTR, engagement rate, actions taken, search volume), web traffic/page views



3

Cultivate positive perceptions of the Nebraska outdoors and NGPC by providing platforms for visitors, influencers, and NGPC experts to be active ambassadors.

How do we plan on accomplishing this?

By creating relationships with social influencers, media outlets and local organizations to promote the variety of activities and opportunities in Nebraska's outdoors.

What media channels will we leverage for this task?

Influencer marketing, social media, PR, partnerships

How will we track performance?

Earned media mentions, social shares and mentions, search volume, and the sentiment of social and earned media mentions.



CREATIVE STRATEGY

Through the Q&A portion of this RFP process, we've learned about your continued affinity for the "Time Spent Outdoors in Nebraska is Time Well Spent" creative and messaging. We like it as well, and we think you should continue to use it. However, as this messaging has been in the marketplace for several years, we feel it should evolve into more of a positioning statement for the NGPC brand than be used as lead campaign messaging.

So how do we get from positioning to communications? Well, we think there are two interesting insights related to your positioning but pulled from our knowledge of outdoors people and the category that can serve as the inspiration for fresh, authentic, truthful campaigns.

POSITIONING

Time spent outdoors in Nebraska
is time well spent.

INSIGHT 1

People are spending too much time in the hustle and bustle of daily life, looking at screens, and working too much. Spending time in what they think is the real world.

INSIGHT 2

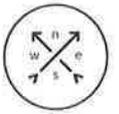
As humans, it's important for spend time making a connection with nature and wildlife. As John Muir said, "Wildness is a necessity."

CAMPAIGN IDEA 1

Return to the Real World.

CAMPAIGN IDEA 2

Live the Wild Life.



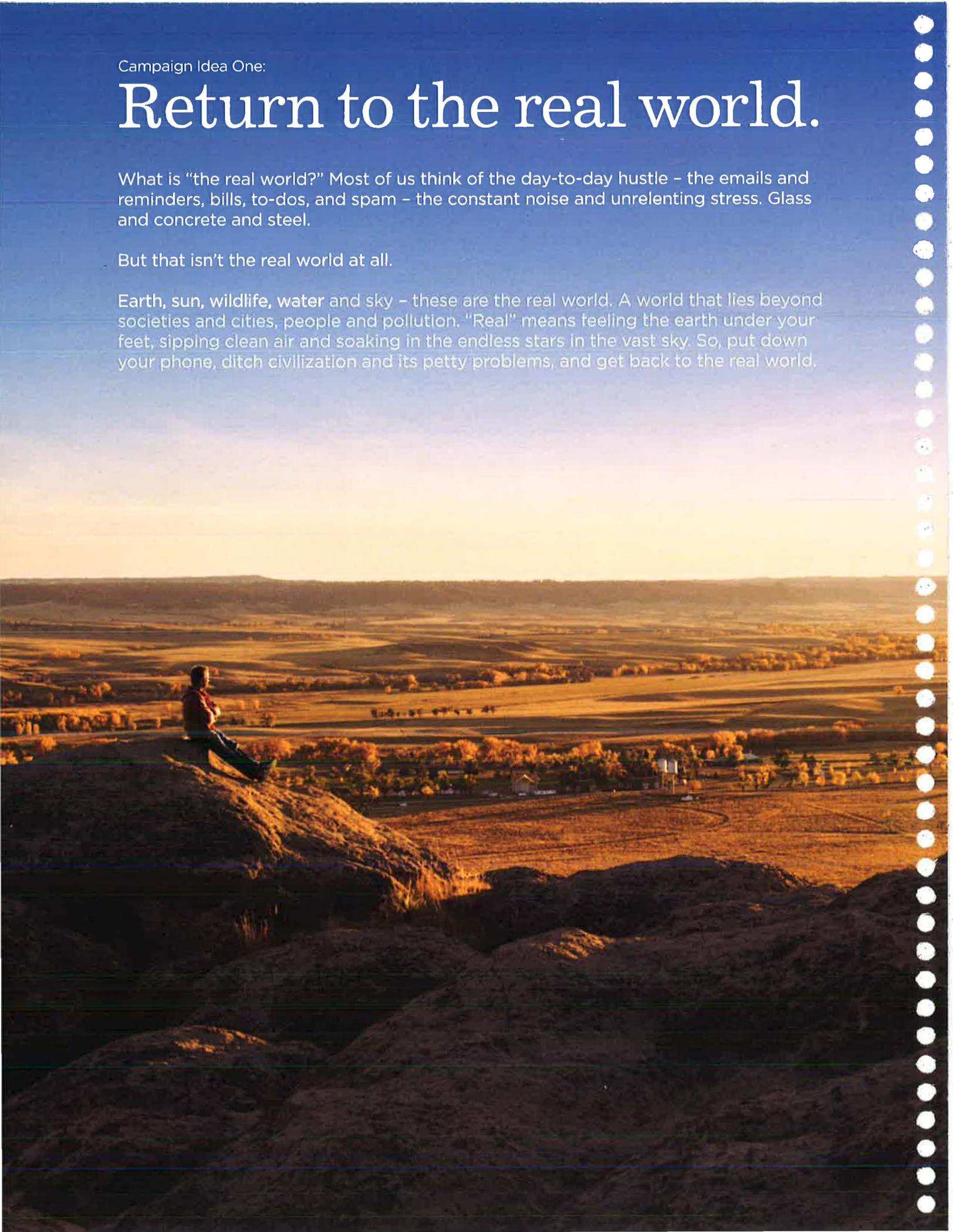
Campaign Idea One:

Return to the real world.

What is "the real world?" Most of us think of the day-to-day hustle – the emails and reminders, bills, to-dos, and spam – the constant noise and unrelenting stress. Glass and concrete and steel.

But that isn't the real world at all.

Earth, sun, wildlife, water and sky – these are the real world. A world that lies beyond societies and cities, people and pollution. "Real" means feeling the earth under your feet, sipping clean air and soaking in the endless stars in the vast sky. So, put down your phone, ditch civilization and its petty problems, and get back to the real world.





Campaign Idea One: Task One

The following creative examples align with our first communication task.

Build awareness for
Nebraska's outdoor
opportunities and NGPC
as the organization that
makes them possible.

TAGLINE NOTE



As you will see throughout our creative examples, we have used our positioning line as a brand tagline - truncating it to simply, "Time Well Spent." This ensures our audience understands that even though our campaign is different, the ideas behind them are rooted in the fact that "Time spent outdoors in Nebraska is time well spent." Lastly, the shortened line will always appear over a photo of people spending time outdoors, so the thought behind the full positioning line will not be lost.



Return to the real world.

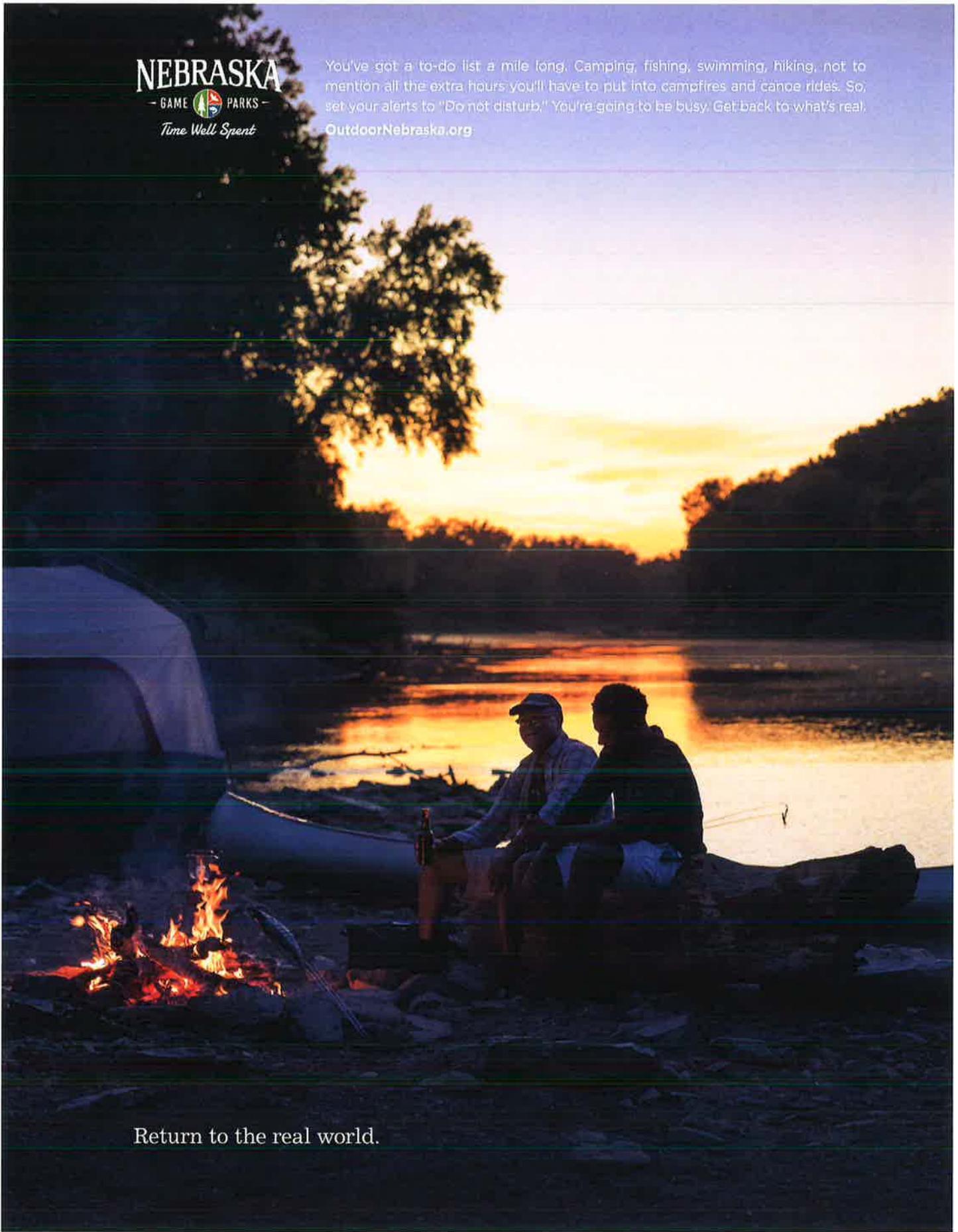
NEBRASKA
- GAME  PARKS -
Time Well Spent

You've got a to-do list a mile long. Camping, fishing, swimming, hiking, not to mention all the extra hours you'll have to put into campfires and canoe rides. So, set your alerts to "Do not disturb." You're going to be busy. Get back to what's real.

OutdoorNebraska.org

NEBRASKA
- GAME  PARKS -
Time Well Spent

You've got a to-do list a mile long. Camping, fishing, swimming, hiking, not to mention all the extra hours you'll have to put into campfires and canoe rides. So, set your alerts to "Do not disturb." You're going to be busy. Get back to what's real.
OutdoorNebraska.org



Return to the real world.



Return to the real world.

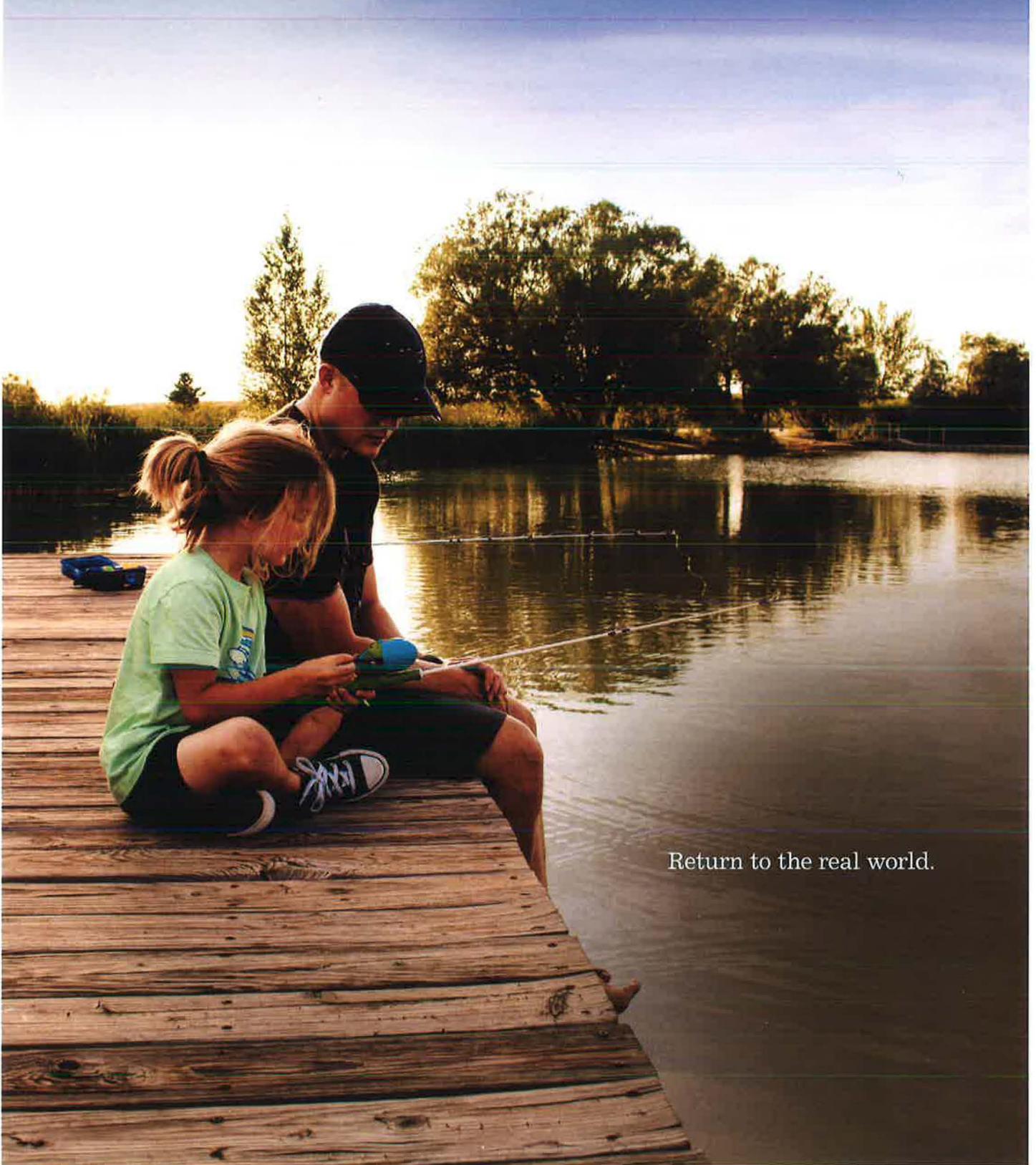
NEBRASKA
- GAME  PARKS -
Time Well Spent

Your instincts are sharp. You've used them well — promotions and raises, contracts and handshakes. But you've followed them here. No deals. No hustle. Just the quiet. Waiting for the perfect moment — following your animal instinct. Everything real is right here.

OutdoorNebraska.org



It feels like you're always inside. Inside the conference room, the breakroom, the elevator, your own head. It's time for more outside. Out of the office. Out on a boat. Out on the water. Out of pocket. Doing something real. Tell them you've gone fishing.
OutdoorNebraska.org



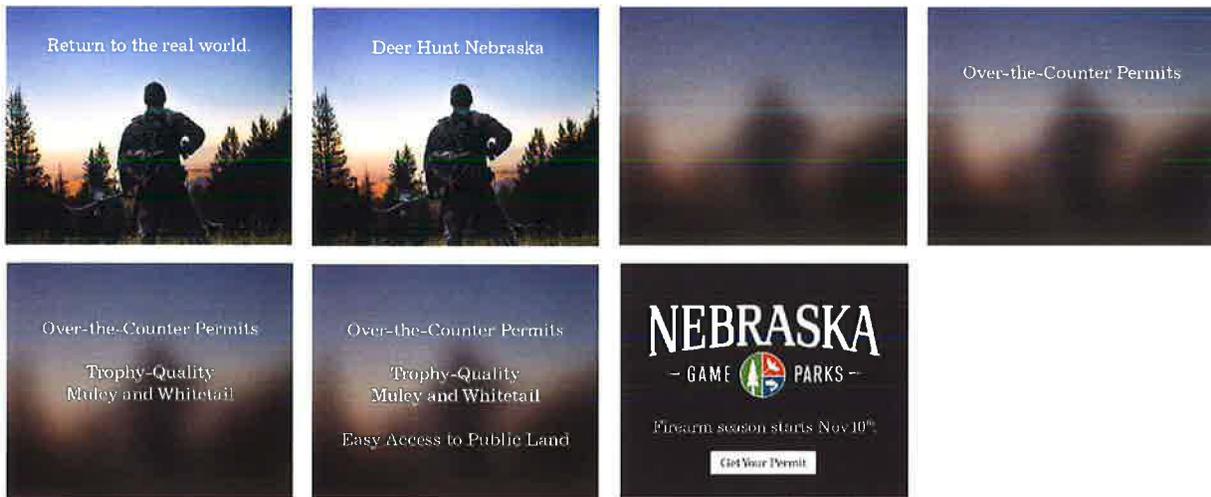
Return to the real world.

As Task 1 is meant for broad awareness, our focus is to speak more broadly about the outdoors. To show this, we've organized the executions into hunting, fishing and parks & recreation. But ideally we would create a series, highlighting the various types of activities done in the outdoors.

Campaign Idea One: Task Two

The following creative strategies align with our second campaign objective:

Drive purchase for NGPC's revenue-generating programs (hunting/fishing permits, park passes, park accommodations, etc.).



For this example digital ad, we've focused on deer season, in order to show how our campaign message can be worked in with each season and provide season-specific messaging and strong call-to-action to drive purchase. Moving forward, we would create these types of executions for all seasons and/or recreation opportunities, including: upland bird, turkey, fishing, parks, camping and more.



Campaign Idea Two:

Live the wild life.

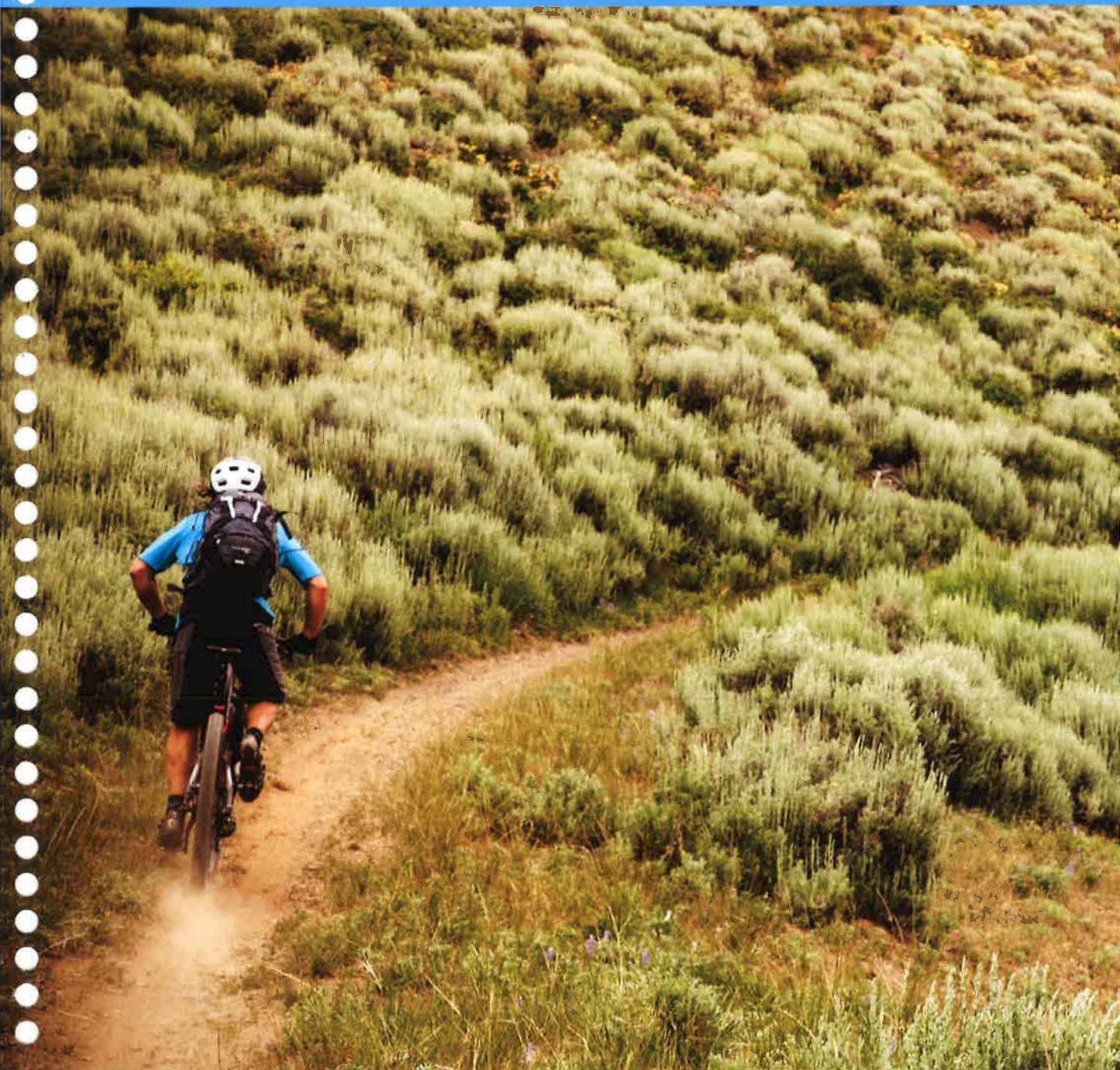
When was the last time you tapped into your inner adventurer?

The last time you got lost in a moment of pure natural beauty? Caught dinner with your own two hands?

Built a fire? Slept under stars? The spirit of the outdoors is alive here in Nebraska – it's in our state parks.

It's in the rushing water, the abundant wildlife, the untamed landscape. Hunt, fish, ride, camp, bike, explore – never lose touch with the spirit of the great outdoors.





Campaign Idea Two: Task One

The following creative campaign aligns with our first communication task.

Build awareness for
Nebraska's outdoor
opportunities
and NGPC as the
organization that
makes them possible.

It's a lot more than a fish on the line. It's rushing water and bracing air. It's camaraderie and honored ritual. It's the spirit of adventure and respect for the land. It's time well spent. Most importantly, it's dinner. Remember where you came from.

Live the wild life.



NEBRASKA
- GAME  PARKS -
Time Well Spent

The universe never sleeps, so your day starts early. You're still, with your sights set on one simple, age-old goal. And you can wait all day. Spending time as it was intended. But your game? He's just made the ultimate mistake. He's flown into *your* natural habitat.

Live the wild life.



NEBRASKA
- GAME PARKS -
Time Well Spent

Get sun on your skin and dirt under your fingernails. Take in the fields that stretch out endlessly before you. Wash your spirit clean in fresh wind and clear water. You are as untamed as the land you came from. And running wild? It just comes naturally.

Live the wild life.

NEBRASKA
— GAME PARKS —
Time Well Spent

Get sun on your skin and dirt under your fingernails. Take in the fields that stretch out endlessly before you. Wash your spirit clean in fresh wind and clear water. You are as untamed as the land you came from. And running wild? It just comes naturally.

Live the wild life.



NEBRASKA
— GAME PARKS —
Time Well Spent

As Task 1 is meant for broad awareness, our focus is to speak more broadly about the outdoors. To show this, we've organized the executions into hunting, fishing and parks & recreation. But ideally we would create a series, highlighting the various types of activities done in the outdoors.

Campaign Idea Two: Task Two

The following creative executions align with our strategic communications goals.

Drive purchase for NGPC's revenue-generating programs (hunting/fishing permits, park passes, park accommodations, etc.).



For this example digital ad, we've focused on deer season, in order to show how our campaign message can be worked in with each season and provide season-specific messaging and strong call-to-action to drive purchase. Moving forward, we would create these types of executions for all seasons and/or recreation opportunities, including: upland bird, turkey, fishing, parks, camping and more.

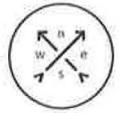
Both Campaigns: Task Three

Cultivate positive perceptions of the Nebraska outdoors and NGPC by providing platforms for visitors, influencers, and NGPC experts to be active ambassadors.

In order to authentically cultivate positive perceptions, Communications Task #3 relies on visitors, partners, influencers, media outlets, and NGPC experts through earned, owned and shared channels, rather than paid media channels. These ideas are further defined in the following section.



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MEDIA STRATEGY + EARNED MEDIA STRATEGY/SPONSORSHIP ACTIVATIONS

CONNECTIONS STRATEGY MEDIA/PR/SOCIAL MEDIA

Bailey Lauerman's connections team brings together all the channels of today's connected world. Media isn't about numbers. It's about people. It's about refining data to develop a deep understanding of our audience, then engaging them with tailored content at the most pivotal moments. From unique opportunities on social platforms to large-scale campaigns generating millions of impressions, our team identifies the right audience and the best places to reach them. We fuse innovative thinking with data-driven strategy and advanced technologies for an emphasis on measurable and actionable results. The BL PR team and the media teams strategize, manage, and execute across a variety of communication platforms.

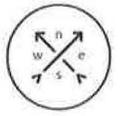
We know our state. Through our work with Nebraska Tourism, we promoted our state and state offerings in a targeted local, regional, and national approach, producing results above established benchmarks. By utilizing targeted digital, video, and social channels, Bailey Lauerman's connections team helped increase tax revenue through more visitors to the state, increase online searches for information about Nebraska, and attract more visitors to the state's tourism website and social pages. Notably, one trackable campaign produced a 90:1 return on investment.

As mentioned previously, communications tasks are crucial to campaign planning at BL. They serve as a strategic center point for messaging, media and measurement. The following is a summary of BL Connections thinking against each task.



| CONNECTIONS STRATEGY | | |
|--|---|--|
| 1. Build awareness for Nebraska's outdoor opportunities and NPGC | 2. Drive purchase for NGPC's revenue-generating programs | 3. Cultivate positive perceptions of the Nebraska outdoors and NGPC |
| <p>Channels: CTV, digital video, digital, paid and organic social media, email, print, PR</p> <p>Audience: Adults 18+ in Nebraska and nearby states</p> <p>Targeting: Interest-based — hunting enthusiasts, camping and hiking, water and boating, outdoor, etc</p> <p>Timing: Always on approach except during hunting/fishing/camping programs</p> | <p>Channels: Digital display, email, paid social media, digital video</p> <p>Audience: Adults 18+ in Nebraska and nearby states</p> <p>Targeting: Based on outdoor seasons, weather targeting, geo-targeting to both in-state and out-of-state, interest-based</p> <p>Timing: Seasonally based on hunting/fishing/camping seasons</p> | <p>Channels: Influencer marketing, paid and organic social media, PR, partnerships, awards</p> <p>Audience: Adults 18+ in Nebraska and nearby states</p> <p>Targeting: Families and individuals exploring local activities and content, with affinity for outdoor interests</p> <p>Timing: Seasonally based on hunting/fishing/camping seasons</p> |

The following details key connections thinking from each task.



COMMUNICATION TASK 1

Build awareness for Nebraska's outdoor opportunities and NGPC as the organization that makes them possible.

To accomplish Task 1, we'll leverage visual elements such as videos and photos that emotionally appeal to in- and out-of-state residents to increase awareness of the variety of outdoor opportunities and activities NGPC has to offer. As an always-on campaign, the chosen campaign message will be used across a variety of strategic digital and traditional media platforms. This will allow us to deliver our key messages to a broader audience of outdoor enthusiasts wherever they may spend time, on or offline.

The tactics we plan to use include: connected TV, digital display and video, paid and organic social media, email, SEM, print, and PR.



TASK 1 BASE TACTICS

PROGRAMMATIC DISPLAY AND VIDEO ADS

Promote NGPC through display, mobile, and video ads targeting an audience based on location: in-state, out-of-state travel intenders to Nebraska, and out-of-state travel intenders to competitive states (WY, SD, MN, IA, KS, MO, CO). Then layering in audience segments by interest in categories including – but not limited to – camping, outdoor, hunting, hiking, fishing, wildlife, boating, etc.

SEARCH ENGINE MARKETING (SEM)

Build awareness for the NGPC's offerings throughout the state by investing in relevant keywords to drive audiences to specific landing pages or to the homepage on outdoornebraska.gov. This will focus on keywords about the state (e.g. "hunting in Nebraska", "state parks in Nebraska") as well as competitive conquering as people are searching for nearby states (e.g. "campgrounds in Iowa", "fishing in South Dakota.").

PUBLIC RELATIONS (PR)

Continue and develop relationships with local media to cross-promote activities, events, and classes that take place across NGPC locations. Utilizing credible media outlets throughout the state and region will allow NGPC to expand reach and showcase the brand messaging in a variety of outlets that align with specific events, programs, or activities.

EMAIL

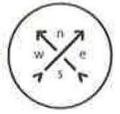
Utilize the NGPC email database to continue nurturing those who are already interested in NGPC events and activities.

PRINT

Continue pushing messaging through NEBRASKAland Magazine.

PAID SOCIAL MEDIA

Promote visually engaging content on social platforms such as Facebook, Instagram, Pinterest, and YouTube throughout the year to showcase a variety of activities, no matter the season. With Facebook and Instagram we have the capabilities to segment and test paid social audiences based on demographic and psychographic information. This will allow us to test content and messaging in order to better understand how different audiences (men, women, millennials, etc.) align and respond to NGPC messaging.



TASK 1 NEW CONSIDERATIONS

In addition to the base tactics, we recommend expanding and exploring a few other opportunities to achieve the greatest impact for NGPC awareness.

CONNECTED TV

Leverage connected TV through smart TVs and devices (Roku, Amazon Firestick, Playstation 4, etc.) by targeting both in-state and out-of-state audiences. Ads are non-skippable and are shown while audiences are engaged with their selected programming.

ORGANIC SOCIAL MEDIA – LOCATION PAGES

We recommend transferring all individually-owned or unofficial Facebook pages into NGPC “location” pages. This will allow Nebraska Game and Parks Commission to be the main page and all other state parks, education centers, etc., to have a location title and official page, e.g. “Nebraska Game and Parks Commission – Chadron State Park.”

How will this build awareness?

This will create an awareness of how many things NGPC funds and manages in the state. Naming the individual State Park or Education Center pages with a “Nebraska Game and Parks Commission” title will help consumers make a correlation between all the activities at state parks and who makes them possible (NGPC). It will create one central location for reviews, responses, and notifications. We can easily share content and claim unofficial Facebook pages such as the current Chadron State Park or Smith Falls State Park page. For paid social promotions, we can promote content from each individual location page rather than NGPC’s main page. This will allow consumers to respond and engage with their favorite parks rather than brand messages from the NGPC page.

ORGANIC SOCIAL MEDIA – SOCIAL PLAYBOOK

Create a social playbook that defines content pillars, strategic themes, individual platform strategy and goals, community management standards, and KPIs for organic social media posting.

How will this build awareness?

Crafting a social playbook with strategic content pillars will ensure we are hitting our key campaign messaging through not only paid advertising efforts, but by nurturing and educating our current social followers. We will optimize content opportunities that are top performers on each channel. We want to ensure content on each social platform serves a purpose to engage, educate or inform our audiences in some form – with the abundance of information on OutdoorNebraska.org, social can become a key platform, repurposing content in way that educates and inspires our audiences about the great outdoors beyond merely posting a photo.



COMMUNICATION TASK 2

Drive purchase for NGPC's revenue-generating programs (hunting/fishing permits, park passes, park accommodations, etc.).

To accomplish Task 2, we will work to move people further down the marketing funnel, from awareness, interest, and education to purchase. Through these tactics, we will take a segmented targeting approach to ensure program- and campaign-specific messaging is aligned with each individualized audience. Through primary and secondary research, we will identify and segment audiences based on past NGPC use, digital and search behavior, and purchase intent to hit segmented audiences with campaign-aligned messaging (hunting, fishing, camping, etc.) using advanced time-, event-, weather- and geographic-based targeting capabilities.

Digital media allows us to easily monitor and optimize our messaging, assets, or budgets. The advanced targeting tactics presented provide significant optimization opportunities. We will recommend and provide digital optimizations on a regular schedule. During these in-season times, we will adhere to a reporting schedule to review results and then work to implement the most efficient and productive placements.



TASK 2 BASE TACTICS

EMAIL

Segmenting audiences based on past engagement and purchases with NGPC activities, parks, permits, etc., to allow us to align with and hit campaign messaging for our targeted audience.

SEARCH ENGINE MARKETING (SEM)

Build awareness for the NGPC's purchase-based programs. These keywords will be targeted to specific searches and help drive direct purchases (e.g. "deer hunting licenses in Nebraska", "Mahoney campground openings").

PAID SOCIAL MEDIA

Retarget users who have previously shown interest in NGPC parks or activities with a direct-response call-to-action. Upload and target NGPC emails, engaged Facebook followers, website visitors, and lookalike audiences with a direct-response message to buy passes, book accommodations, etc. Targeting an audience we know has shown interest in NGPC with more direct messaging will nurture consumers toward purchase. Our focus will be ensuring that we use the right platform for the right audience, e.g. LinkedIn for targeting business owners, event planners, or HR titles to encourage corporate events, activities, and conferences at NGPC, and YouTube, Facebook, and Pinterest to hit users with search-based messaging and content.



TASK 2 NEW CONSIDERATIONS

In addition to these base tactics, we recommend expanding and exploring additional opportunities to achieve the greatest impact for NGPC revenue-generating programs.

DIGITAL MEDIA WEATHER TARGETING

We can use weather-targeting digital ads to promote last minute good weather camping trips, park visits, fishing or hunting trips as well as targeting specific geographic areas to promote certain activities, seasons, or interests. Reaching consumers with messages on where the fish are biting, where the trees are changing, etc., will allow NGPC to become top-of-mind for activities and create a sense of urgency to visit nearby parks.

For example: If it's going to be an unexpectedly beautiful weekend at Indian Cave State Park, within a day or two we can target a campaign promoting activities available at Indian Cave State Park to outdoor/hiking enthusiasts within a two-hour drive.

How will this drive purchases?

Through our previous work with Nebraska Tourism, we know that 49% of travelers to Nebraska search for lodging same day to seven days before their stay and that 51% of travelers to Nebraska book travel same day to seven days before their stay. Knowing that many Nebraska travel decisions are made relatively quickly, we can be effective by creating messaging relevant to making last-minute decisions, driving consideration for purchases of permits and passes for camping, hunting, fishing, and day use.

DIGITAL MEDIA PURCHASED-BASED TARGETING

Target specific audiences based on past purchase data sets including:

- Campers & RV buyers
- Guns & ammunition buyers
- Camping, hiking, and fishing equipment buyers
- Bass Pro and Cabela's shoppers

How will this drive purchases?

Targeting specific audiences based on their past purchases is wise, as we know they are already in-market and more likely to participate in activities related to their purchases. We can target actual hunters, campers, outdoorsman, and more in order to place relevant ads that drive them directly to permit or pass purchases.



COMMUNICATION TASK 3

Cultivate positive perceptions of the Nebraska outdoors and NGPC by providing platforms for visitors, influencers, and NGPC experts to be active ambassadors.

To accomplish Task 3, it's important that NGPC finds authentic ways to increase their credibility through third-party sources. As consumers tend to trust their peers over brands, we recommend aligning NGPC with brands, individuals, and organizations who share NGPC's passion for the outdoors, in addition to promoting content ourselves. Through strategic public relations initiatives with local and regional micro-influencers, outdoor enthusiasts, media outlets, and local companies, NGPC can expand their reach while establishing third-party credibility through earned, shared, and social mentions.

These tactics would include influencers, partnerships, PR, organic and paid social media, and awards.



TASK 3 BASE TACTICS

PR

We want to repurpose content from NGPC guides/OutdoorNebraska.org and develop new content around conservation, health, how-to, and family topics to pitch and create editorial content to position NGPC as the leader for outdoor activities.

How will this cultivate positive perceptions?

We'll use PR and media outreach to influence and sculpt public opinion. NGPC will prove they have editorial authority for all things outdoors in Nebraska. By constantly pushing out educational, timely, or human-interest stories, we can ensure NGPC has a strong presence in local and regional outlets and is positively positioned through key messages that keep NGPC top of mind to families and individuals across the state.

PARTNERSHIPS

Exploring and identifying partnerships with local and regional organizations who align with NGPC's mission for community events, content creation, and sponsorship opportunities will open up new possibilities for outreach.

How will this cultivate positive perceptions?

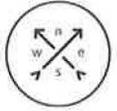
Partnering with like-minded corporations, non-profits, youth organizations, etc., will not only expand reach but create a community of active ambassadors. Based on prioritized campaign and program initiatives, we will work together to explore and identify opportunities to be involved in community outreach or sponsorship opportunities to engage with our key audiences.

AWARDS

We'll explore and identify state and national awards to submit NGPC parks and projects in order to increase credibility.

How will this cultivate positive perceptions?

Recognition from peer communities will lend NGPC visibility and credibility, offering target audiences a chance to see that NGPC is a leader in conservation and education as well as a top destination for outdoor enthusiasts.



TASK 3 NEW CONSIDERATIONS

In addition to the base tactics, we recommend expanding and exploring a few other opportunities to achieve the greatest impact for NGPC awareness.

INFLUENCERS

Develop a partnership with micro-influencers across a variety of verticals (outdoors, health/fitness, family/parenting, cooking) to create an abundance of content that showcases NGPC's different activities and events and expands our reach to an audience who may be unaware of what NGPC offers.

We bring extensive experience in influencer relations from cultivating relationships, ensuring authentic, quality content and aligning with FTC and brand standards. In fact, we're so passionate about influencers that we decided to launch our own influencer network – the Everything In-Between (EIB) influencer network. The Everything In-Between is not just a mindset for BL, we believe the EIB is misrepresented and stereotyped by marketers and content-creators. Our goal is to bring to the EIB to life by showcasing the true, authentic culture through people who actually represent the EIB.

We've partnered with a collection of content creators and tastemakers who truly represent values, attitudes, and opinions of the 92% of Americans. Whether it's for a specific campaign or creating a long-term content partnership, we can leverage our EIB network and invite outdoor and lifestyle influencers from all across the 92% to celebrate the Nebraska outdoors through high-quality, authentic content production.

How will this cultivate positive perceptions?

Leveraging influencers allows the general public to see NGPC in a different light. Rather than constantly seeing NGPC messaging, it's important to allow influencers the freedom to create content that organically aligns with their personal brand while executing on NGPC's goals. Many hunters, anglers, and campers are already utilizing NGPC facilities and events, and if we can find a way to authentically and seamlessly integrate messaging into their social posts, videos, and blogs, it can create a broader awareness of what NGPC has to offer.



PAID SOCIAL MEDIA INFLUENCER PROMOTION

We will further increase public awareness and perception by promoting content from our influencers' social pages, rather than promoting content from NGPC social pages. By working with influencers in the EIB influencer network, we can whitelist influencer pages to fully control, manage, and monitor paid social promotion on behalf of the influencer.

How will this cultivate positive perceptions?

This is an easy way to capitalize on our influencer partnerships for expanded credibility. Influencers can create amazing quality content around the NGPC brand and we can ensure that messaging is targeted to people who not only align with our brand, but also align with an influencer's audience to increase NGPC reach and awareness.

ORGANIC SOCIAL MEDIA - RECOMMENDATIONS

To gain more social mentions, NGPC would add a recommendations tab (formerly "reviews") to Facebook's main NGPC page and all local pages.

How will this cultivate positive perceptions?

This is a natural way to create social ambassadors out of your social followers. Social media is all about sharing experiences with family and friends, and it's important that NGPC capitalizes on Facebook's tools to allow friends to share experiences with their followers. When someone publicly recommends a page, the recommendation appears on the user's newsfeed for their followers to see, allowing NGPC to increase reach and perception for all locations.

SOCIAL MEDIA OUTFITTER TOOLKIT

Create a social media toolkit (digital files) of photos, videos, and social content recommendations that NGPC can give to outdoor outfitters and services within the state. This will create a platform and stream of communication for businesses already aligned with NGPC programs to share with their social followers.

How will this cultivate positive perceptions?

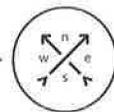
Working directly with outfitters ensures we are collaborating with an audience who is most likely to be advocates on behalf of NGPC. Giving them already-produced assets and a social content calendar allows them to seamlessly post and share with their social followers and our key target audience during key seasons.

SNAPCHAT FILTERS

Creating Snapchat filters for use during peak times at parks and events will encourage content creation and social sharing from everyday consumers onsite.

How will this cultivate positive perceptions?

Showcasing real-time events creates a sense of community around NGPC. It creates an environment that encourages social sharing and allows consumers to easily show off their experiences at parks, events, or different recreational locations to their social followers.



MEDIA BUYING PROCESS

Distribution of marketing and content has merged over the years. We ensure paid, owned, and earned channels are all aligned and working together for maximum impact. At BL, our team of media and social planners and buyers work together to make sure your message reaches the right audience at the right time.

Our media team identifies potential media partners who can help us achieve your goals and objectives. Our media team has extensive experience with a variety of media vendors across the nation. We are in constant contact with vendors with whom we've had decades-long relationships as well as researching and connecting with new vendors and technologies, to make certain our team stays at the forefront of media capabilities and technology advancements.

Our buying process includes five steps:

1. Identify potential media partners who we believe can meet our client's objectives and send RFP's
2. Review proposals and narrow down vendors and determine whether we need to explore other partners
3. Once a vendor is chosen, our team works hard to negotiate even more out of your media budget for maximum ROI. Whether we'd like more impressions, video views, engagements, reduced rates, or added value studies, we make sure our media partner is willing to put their best efforts forward to ensure our clients achieve their goals.
4. After final negotiations, we sign contracts and work to launch, manage, and traffic the campaigns.
5. Once a campaign launches, we work to monitor and optimize the campaign to deliver the best results possible. During this step we provide reporting and communicate through the end of the plan.

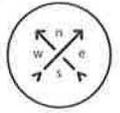
Our paid social is usually handled in-house by our PR team, ensuring that your organic and paid social strategies are aligned to maximize engagement and conversions. We also make certain that your paid social is aligned with any paid media campaigns and targeting capabilities.



OUR MEDIA PARTNERS

1. We work with a variety of partners who have the ability to provide audience insights from highly-engaged audience pools of potential visitors both in- and out-of-state.
2. Our partners utilize multiple targeting tactics including weather triggers, geo-targeting, and near real-time search data to reach the right audience at the right time while increasing consideration and ultimately driving results.
3. Through our partners we can utilize NGPC's first-party data to target and retarget past permit and pass purchasers to remind them of upcoming seasons and events. To expand our reach further, we can take this list and create lookalike audiences on Facebook for strategic targeting.
4. Weekly and monthly reporting calls with our partners allow us to optimize campaigns and work closely to deliver results to our clients.



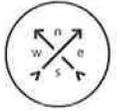


SUMMARY

We are passionate about Nebraska Game and Parks Commission's mission. We have only scratched the surface researching and concepting around the many ways we can achieve your goals. Exciting work awaits us, and we're eager to realize our checkpoints: building awareness of all the singular activities and events you provide, highlighting the benefits of your programs, and showing people what an array of Nebraska's outdoor experiences and adventures they possess right at their fingertips, thanks to NGPC. We are confident that our considered measures are sound first steps in what will prove to be an amazing evolution of the NGPC name and image, and of public awareness of both who you are and the incredible offerings you provide. NGPC imbues our treasured parks, lands, and waters with such importance while creating and maintaining outdoor places and spaces for our residents and visitors to enjoy. It is a tremendous gift. And it is a huge honor to be considered as a creative partner to an organization that does so much for Nebraska and its citizens.

In a world dominated by screens, technology and noise, we at BL are aligned with Nebraska Game and Parks Commission's drive back to nature. As creatives and strategists, we find inspiration and affirmation in the natural world around us. And as proud Nebraskans, we're beyond excited for the opportunity to encourage others to adventure out and explore all that the state parks and public areas have to offer. Nebraska's abundance of beauty and diversity of experience provide more than recreation – they manifest a lifestyle focused on love for the land.





TECHNICAL CONSIDERATIONS

Requirements of the RFP

Reporting: Bailey Lauerman will work closely with NGPC to deliver reports for each item detailed within our proposal, including weekly status updates. The method of these updates could include email, conference calls, or in-person meetings, and will be driven by the discussion agenda and parties required to attend.

Research Methodology: NGPC will need to provide a list of prospective research participants. Bailey Lauerman will plan to recruit, coordinate, and execute the research at the appropriate location.

Design Files: Bailey Lauerman may require all current working/source files used in the creation of the existing marketing materials in order to more efficiently deploy design changes and updates.

Meeting and Evaluation Schedule: In addition to the presentations to NGPC noted in the work plan, schedules and formats for reporting and documentation should be established. The agency can meet with the Commission and the evaluator at the time of each deliverable. Regularly scheduled status meetings are another option. Working only 45 minutes from one another, we are flexible and open to your preferred method of ongoing communication and evaluation.

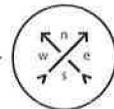
Turnkey Work Products: The execution of the final creative products will not be identified until a strategy has been selected and tested. A comprehensive communications plan and detailed work plan for the execution of the final work ready to launch will occur once that strategy is approved.



DETAILED WORK PLAN

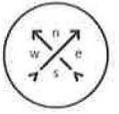
Let's get started. Bailey Lauerma adheres to a streamlined process with all projects. Below you will find our proposed work plan, complete with timeframe, purpose, lead BL contacts and output you can expect. Upon award, we will agree on a plan that is congruent with NGPC's internal approval process.

| | HUDDLE | DIG | BRIEF |
|---|--|---|---|
| | January 2 | January 2-25 | Week of January 28 |
| PURPOSE | Project Award / Start Date. BL team to huddle around project plan. | Gather & analyze pre-existing research from NGPC; conduct primary quantitative & qualitative research to inform campaign brief. | Brief, informed by research, reviewed & approved by NGPC and kicked off to BL internal team. |
| LEAD TEAM
(Lead BL personnel identified in parentheses) | NGPC + All BL Team | BL Strategy Team (Greg) | All BL Team (Jessica) + NGPC Representatives |
| OUTPUT | Alignment around project plan, scope of work, timeline & deliverables. Weekly status updates set with NGPC, teams introduced, communication styles determined. | Key findings to inform brief. Thorough understanding of challenges, opportunities, key metrics, and what matters most to success. Research findings to be presented to NGPC team upon completion. | One concept selected, campaign outputs and key measurements determined and relayed to the team. |



| IDEAS | MAKE | GO | OPTIMIZE |
|--|--|--|---|
| January 28 - February 8 | February 10 - April 30 | May 1 - Ongoing | Ongoing |
| Creative & Connections teams generate ideas and craft concepts that are highly original and high-impact solutions. | BL Creative & Connections create market-ready solutions. | Approved creative is released into the world in conjunction with approved media strategy. | Measurement & optimization of solution until the work tells a powerful story, perfectly. |
| BL Connections (Megan) + BL Creative Team (Aaron) | BL Connections (Megan) + BL Creative Team (Aaron) | BL Connections (Megan + Kathleen) | BL Connections (Megan) + BL Strategy (Greg) |
| Campaign concepts & proposed media plan presented to NGPC for input & approval. Three rounds of creative output and 3 rounds of media strategy/budget allocation to be presented. Final concept agreed upon. | BL to present turnkey marketing solutions and assets. Assets will be reviewed by a predetermined group until approval, through three (3) rounds. Approval of both connections strategy & creative work prior to any use. | BL to implement all strategies upon approval, i.e. creating all advertising and marketing collateral, trafficking, and executing connections (earned media, social media, etc.) strategies and campaigns as pre-approved. Constant communication with NGPC throughout implementation to report progress of campaign. Regular reporting on KPIs begins. | BL to report regularly to NGPC against predetermined KPIs, recommendations, optimization opportunities. |





APPENDIX



REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

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.

SR 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: | Bailey Lauerman & Associates |
| COMPLETE ADDRESS: | 1299 Farnam St. #920 Omaha, NE 68102 |
| TELEPHONE NUMBER: | (402) 514-9400 |
| FAX NUMBER: | (402) 514-9401 |
| DATE: | 10/23/2018 |
| SIGNATURE: | <i>Spencer Peery</i> |
| TYPED NAME & TITLE OF SIGNER: | Spencer Peery - Head of Finance |



BIDDER CONTACT SHEET

Form A
Bidder Contact Sheet
Request for Proposal Number 5930 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: | Bailey Lauerman |
| Bidder Address: | 1299 Farnam St. #920
Omaha, NE 68102 |
| Contact Person & Title: | Jocelyn Houston, Account Supervisor |
| E-mail Address: | jhouston@blne.email |
| Telephone Number (Office): | 308-430-4511 or 402-514-9400 |
| Telephone Number (Cellular): | 308-430-4511 |
| Fax Number: | 402-514-9401 |

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: | Bailey Lauerman |
| Bidder Address: | 1299 Farnam St. #920
Omaha, NE 68102 |
| Contact Person & Title: | Jocelyn Houston, Account Supervisor |
| E-mail Address: | jhouston@blne.email |
| Telephone Number (Office): | 308-430-4511 or 402-514-9400 |
| Telephone Number (Cellular): | 308-430-4511 |
| Fax Number: | 402-514-9401 |



BIDDER REQUIREMENTS

Per pages 29-31 of RFP

1. CREATIVE CONCEPTS EXERCISE

Propose strategies and creative concepts to position Nebraska as a destination of choice for hunting, fishing, parks and other outdoor recreational opportunities and concepts to promote outdoor recreation as an activity of choice.

Response:

We have responded to this exercise in the Proposed Development Approach, pages 52-73, where you will find our strategic approach, positioning statement, communications tasks, two proposed creative concepts complete with examples, and a proposed connections strategy to accompany creative work.

2. ACCOUNT SERVICES AND MANAGEMENT

Contractor will provide account management for marketing and creative services for NGPC. Describe your approach to Section V.E.1. Explain how you propose to meet the requirements.

Response:

Please see our response to this in our interpretation of the Scope of Work, page 42.

3. STRATEGIC PLANNING AND MARKETING RESEARCH

Describe the process and mechanisms for providing strategic planning marketing research including requirements in Section V.E.2.

Response:

Please find our response to this in both our interpretation of the Scope of Work, page 42 and in the strategic approach section of the Proposed Development Approach, pages 48-52.

4. STRATEGIC CREATIVE DESIGN AND PRODUCTION SERVICES

Contractor will provide creative and production services. Describe approach and ability to meet requirements as described in Section V.E.3.

Response:

Our response to this can be found in both our interpretation of the Scope of Work, page 42 and in our Summary of Bidder's Experience, pages 15-35.

5. MEDIA PLANNING AND BUYING SERVICES

Contractor will provide media planning and buying services. Describe approach and ability to meet requirements and described in Section V.E.4.

Response:

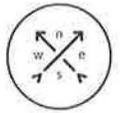
Please see our response to this in both our interpretation of the Scope of Work, page 42, and in the connections strategy section in our Proposed Development Approach, pages 75-89.

6. EARNED MEDIA AND PUBLIC RELATIONS

Describe your experience in earned media and outdoor recreation public relations. Describe your ability to meet the requirements of Section V.E.5.

Response:

Please refer to both our interpretation of the Scope of Work, page 43, and in the connections strategy section in our Proposed Development Approach, pages 75-89.



7. BRANDING AND COOPERATIVE MARKETING

Contractor will provide branding and cooperative marketing as requested by NGPC. Describe your ability to meet the requirements in Section V.E.6.

Response:

Please see our response in our interpretation of the Scope of Work, page 43.

8. INDUSTRY PARTNERSHIPS

Contractor will identify and create opportunities for NGPC to connect with major industry brands, outdoor media professionals and social media influencers, and connect with partners to further the mission of NGPC. Contractor will have ability to solidify sponsorships and partnerships on behalf of NGPC. Describe your ability to meet the requirements in Section V.E.7.

Response:

Our response may be found in our interpretation of the Scope of Work, page 43.

9. PROJECT MODIFICATIONS

Contractor will provide for change management. Describe your ability to meet the requirements in Section V.E.8.

Response:

Please find our response in our interpretation of the Scope of Work, page 43, and again under "Project Modifications" on page 45.

10. PRESENTATION DEVELOPMENT AND SUPPORT

Contractor will provide for presentation development. Describe your ability to meet the requirements in Section V.E. 9.

Response:

Please see our response in our interpretation of the Scope of Work, page 43.

11. PROJECT PLANNING AND MANAGEMENT

Describe approach to project planning and management as outlined in Section V.F. 1-7.

Response:

Please see our response to this section under "Project Planning and Management", page 44.

12. SAMPLES

Provide two creative samples of your best work in the following areas. Describe your role in the creation of each sample or project. If work was done by contractor, clearly state the contractor. Bidder should include one sample of these forms:

1. Video for social media
2. Promotional video
3. Logo design
4. Website design and development
5. Website landing page
6. E-mail marketing message or campaign
7. Facebook, Instagram and/or other social media
8. 15065 Print publication design
9. Print ad design
10. Any other creative samples

Response:

Our samples are presented here in the Appendix, as well as on the USB that accompanies this book.



SECTION II-IV

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 have 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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

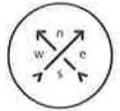
The contract resulting from this RFP shall incorporate the following documents:

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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



B. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Se | | | |

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: |
|------------------|------------------|--|-----------------|
| Se | | | |

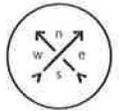
The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Se | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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 grant 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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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.

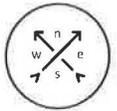
It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue 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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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: |
|------------------|------------------|--|-----------------|
| S | | | |

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 personal property, or information or data owned by the Contractor for which the State has no legal claim.



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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 bidder'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: |
|------------------|------------------|--|-----------------|
| SE | | | |

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

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

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

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: |
|------------------|------------------|--|-----------------|
| SE | | | |

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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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

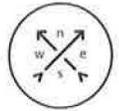
| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| SP | | | |

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 within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery



E. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| SP | | | |

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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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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: |
|------------------|------------------|--|-----------------|
| SP | | | |

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 within 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.

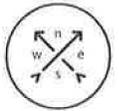
1. WORKERS' COMPENSATION INSURANCE

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 contractor's 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 (Fire) | \$300,000 each occurrence |
| Contractual | Included |
| XCU Liability (Explosion, Collapse, and Underground Damage) | Included |
| Independent Contractors | Included |
| Abuse & Molestation | Included |
| If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit. | |
| 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 | |
| Professional liability (Medical Malpractice) | Limits consistent with Nebraska Medical Qualification Under Nebraska Excess Fund |
| 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:

Nebraska Game and Parks Commission
 Communications Division
 2200 N. 33rd Street
 Lincoln, NE 68503

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 as 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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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.

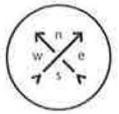
The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

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. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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



K. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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

L. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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.



O. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| S | | | |

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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

Invoices for monthly payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Send invoices to Nebraska Game and Parks Commission, Communications Division, 2200 N. 33rd Street, Lincoln, NE 68503. Contractor must submit separate itemized invoices per project. The invoice must include the project name, hours and unit costs, fees, and cost descriptions reflecting any services performed or advertising media placed for the current billing period. 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: |
|------------------|------------------|--|-----------------|
| Sp | | | |

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

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

E. PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Sp | | | |



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: |
|------------------|------------------|--|-----------------|
| SR | | | |

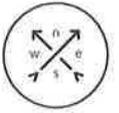
The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which 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: |
|------------------|------------------|--|-----------------|
| SR | | | |

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.





WORK SAMPLES

See USB drive for full files.

1. VIDEO FOR SOCIAL

Kendall Motor Oil: Good Stuff Road Trip Recap

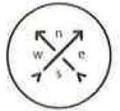


Link: <https://bit.ly/2NQHoIN>

Cuties: 100 Days of Sunshine Recap



Link: <https://bit.ly/2OCjCwj>



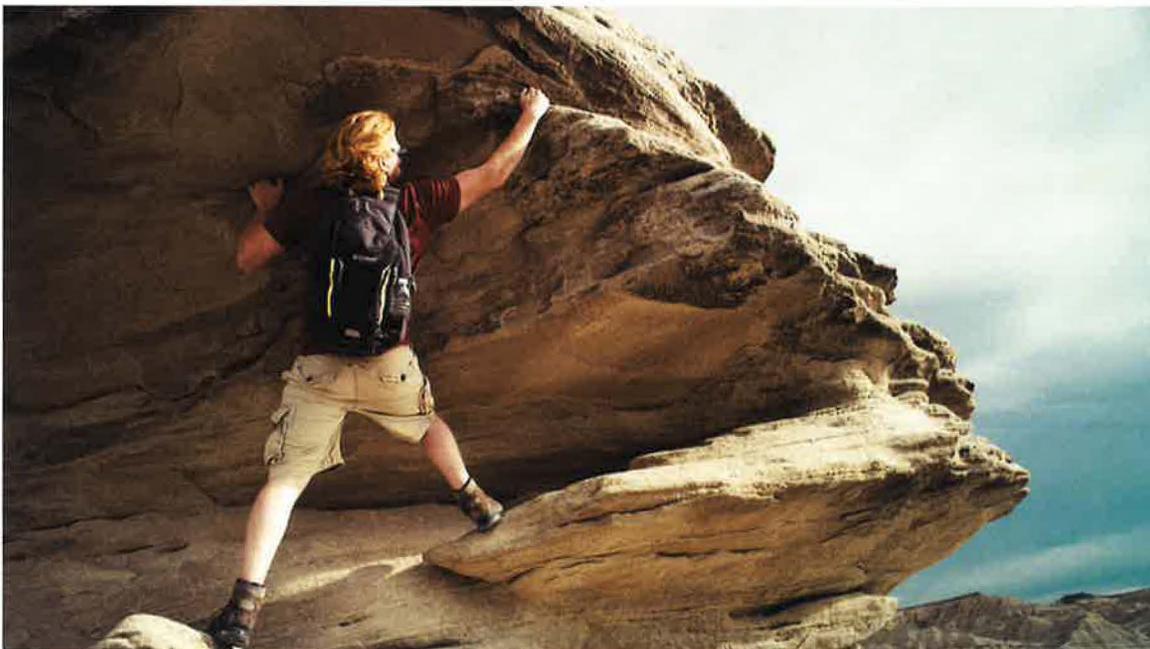
2. PROMOTIONAL VIDEO

Community America Credit Union: Make Today Wealthy



Link: <https://vimeo.com/157199605>

NE Tourism: Toadstool



Link: <https://www.youtube.com/watch?v=ipDcegRjoao>



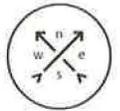
3. LOGO

Bass Pro Shops: Archenemy Bowfishing Logo



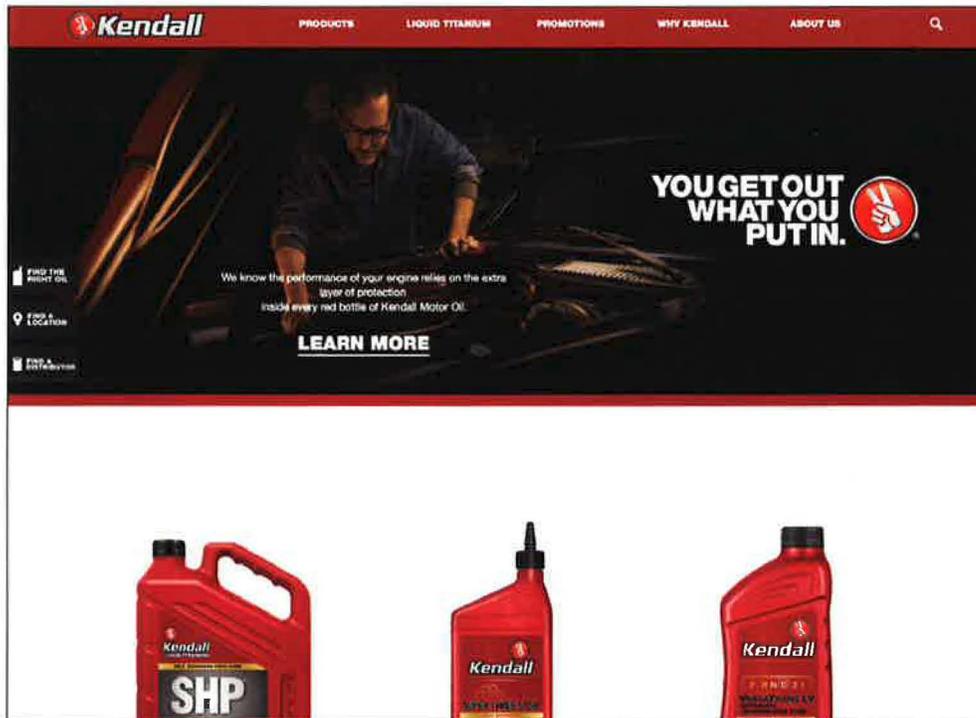
Bass Pro Shops: Oculus Optics Logo



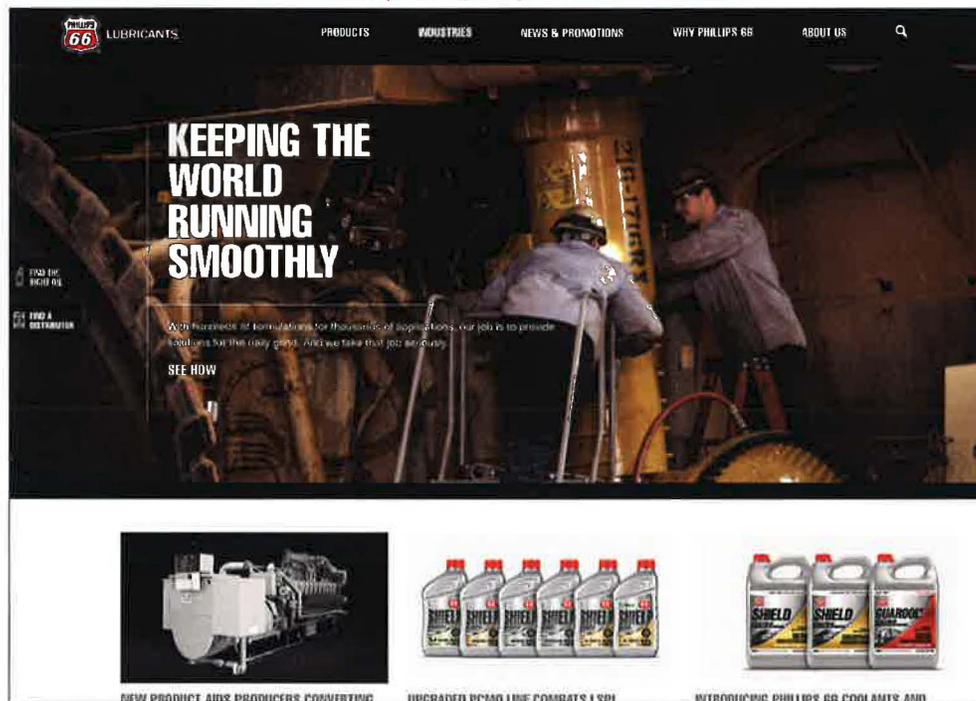


4. WEBSITE DESIGN & DEVELOPMENT

Kendall Motor Oil: Brand Website | www.kendallmotoroil.com



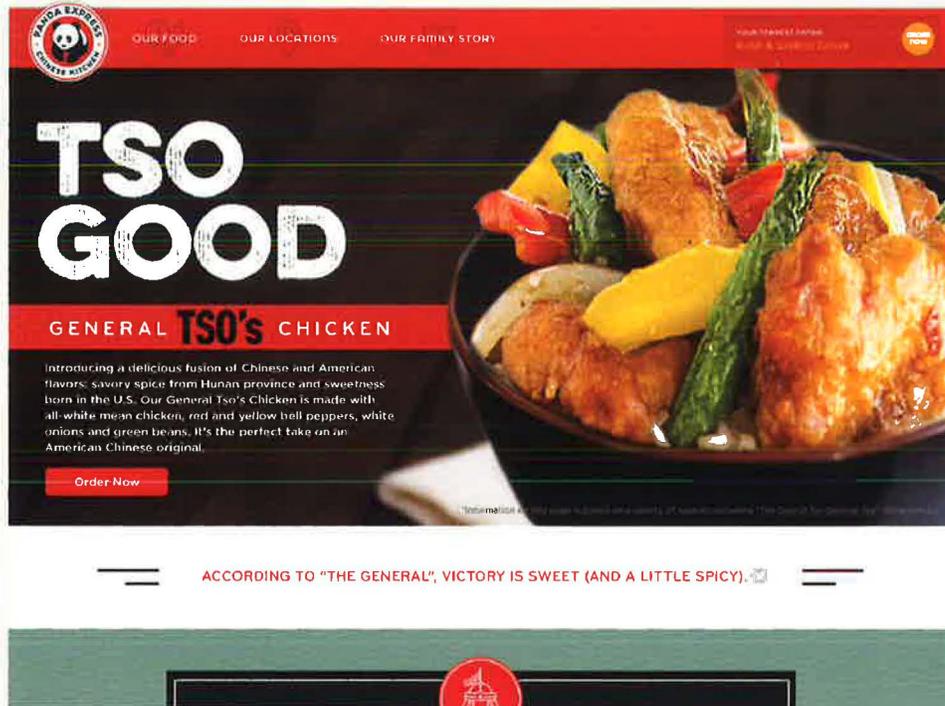
Phillips 66 Lubricants: Brand Website | www.phillips66lubricants.com





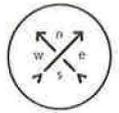
5. WEBSITE LANDING PAGES

Panda Express: General Tso's Chicken Landing Page | See USB Drive



Cuties: 100 Days of Sunshine Landing Page | See USB Drive





6. EMAIL MARKETING MESSAGE

Kendall Motor Oil: Kendall Quarterly B2C Email Phillips 66 Lubricants: Direct Connect B2B Email



The Kendall® Right Back Atcha Rebate, now through November 30*

Get a Kendall oil change at a participating location now through November 30* to take advantage of our Right Back Atcha Rebate. Get \$15 back on full synthetic or \$10 back on high mileage oil changes. Find a participating rebate location near you at FindKendall.com



\$15 BACK Full Synthetic
\$10 BACK High Mileage

GT-1® MAX now available in 0W-16 viscosity

Kendall GT-1 MAX 0W-16 is our newest premium full-synthetic automotive engine oil. It's uniquely formulated to increase fuel economy benefits compared to higher viscosity oils. 0W-16 optimizes the efficiency of engines such as the 2018 Toyota Camry 2.5 L, 2018 Honda Fit and Accord hybrid.



Rust protection that outlasts the rest

Kendall GT-1® Endurance has been proven to beat the competition in rust and corrosion prevention for over 1,000 miles. By comparing an unprotected combustion chamber with one protected by our very own GT-1 Endurance, you can hear the difference. Check out the results of our ball rust test [here](#).



UPCOMING MECUM AUCTIONS

Dallas: October 3-6
Chicago: October 25-27
Iowa Premier: November 8-10
Las Vegas: November 15-17
Kansas City: December 6-8
[View the full schedule here.](#)

[BUY TICKETS](#)

POUR IN KENDALL.

Find the right oil >>
Find a location >>

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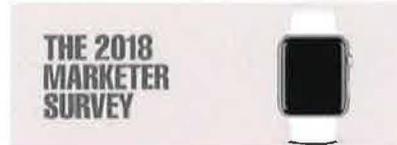
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October 17, 2018



TAKE THE 2018 MARKETER SURVEY TO SHARE YOUR INSIGHTS AND FOR A CHANCE TO WIN A PRIZE!

Take the [2018 Marketer Survey](#) before November 8 for your chance to win an Apple Watch!

[READ MORE](#)



PHILLIPS 66 LUBRICANTS ACADEMY GOES TO SCHOOX! WITH GREASE LINE PREMIUM PRODUCT KNOWLEDGE TRAINING AND MORE.

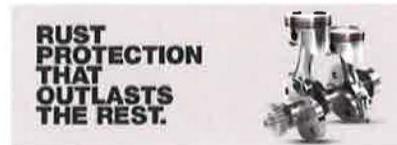
The Schoox online Lubricants Training Academy is customized for Phillips 66 Marketers training, content sharing, collaboration and tracking. Start earning badges and certifications by completing your first training module on Schoox.

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NEXT GENERATION TURBINE OILS COMING SOON!

We've re-engineered our turbine oils with hydrocracked base oils and proprietary additives to save you money by significantly reducing costly downtime and maintenance. Preview our next-generation turbine oils in the new brochure and see how the new products are formulated for superior protection against oxidation and sludge/varnish.

[READ MORE](#)



NEW TEST RESULTS SHOW KENDALL GT-1 ENDURANCE OUTLASTS THE COMPETITION

Kendall GT-1® Endurance protects against rust for 1,000 miles longer than the leading competitor. [Watch](#) and share this video to see how our high mileage oil beats three leading competitors!

[READ MORE](#)

CONTACT SUPPORT

| | | |
|--|---|--|
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Customer Service
+1.832.765.2500 | Tech
Hotline
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Lubestream Archive

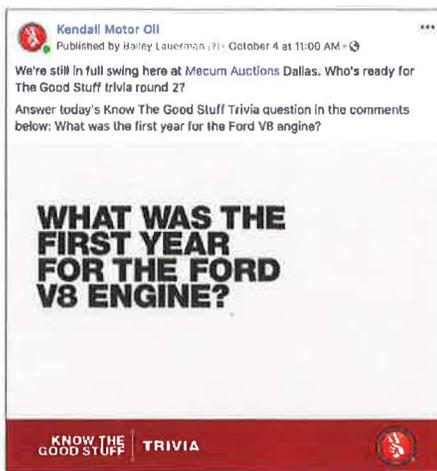
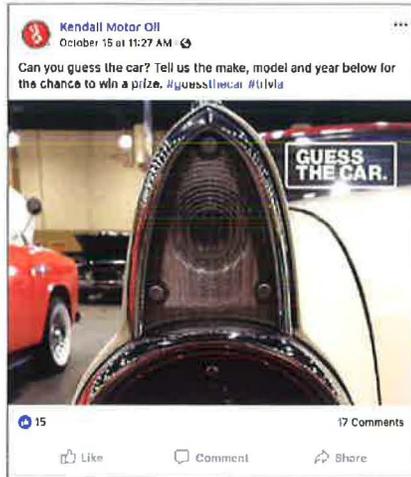
To unsubscribe from this list, you must log in to Lubestream. Please be advised that if you unsubscribe, you (and those at your organization) may not receive critical communications updates from Phillips 66 Lubricants. If you wish to continue, please [click here](#).

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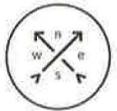
7. FACEBOOK, INSTAGRAM, AND/OR OTHER SOCIAL MEDIA

Kendall Facebook Posts



PepperJax Facebook Posts





8. PRINT PUBLICATION DESIGN

NE Tourism: Passport Brochure





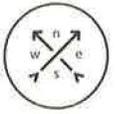
8. PRINT PUBLICATION DESIGN (CONTINUED)

Kendall Automotive Products Brochure



Phillips 66 Lubricants Product Brochure





9. PRINT AD DESIGN

Smithsonian: National Air and Space Museum

 Smithsonian
National Air and Space Museum



*SUBJECT The family of astronaut
Frank Borman watches the launch
of Apollo 8.*

**SOME OF THE BRAVEST
PARTICIPANTS OF OUR
SPACE PROGRAM
NEVER LEFT THE GROUND.**

NO. 14656 DATE DEC 1968

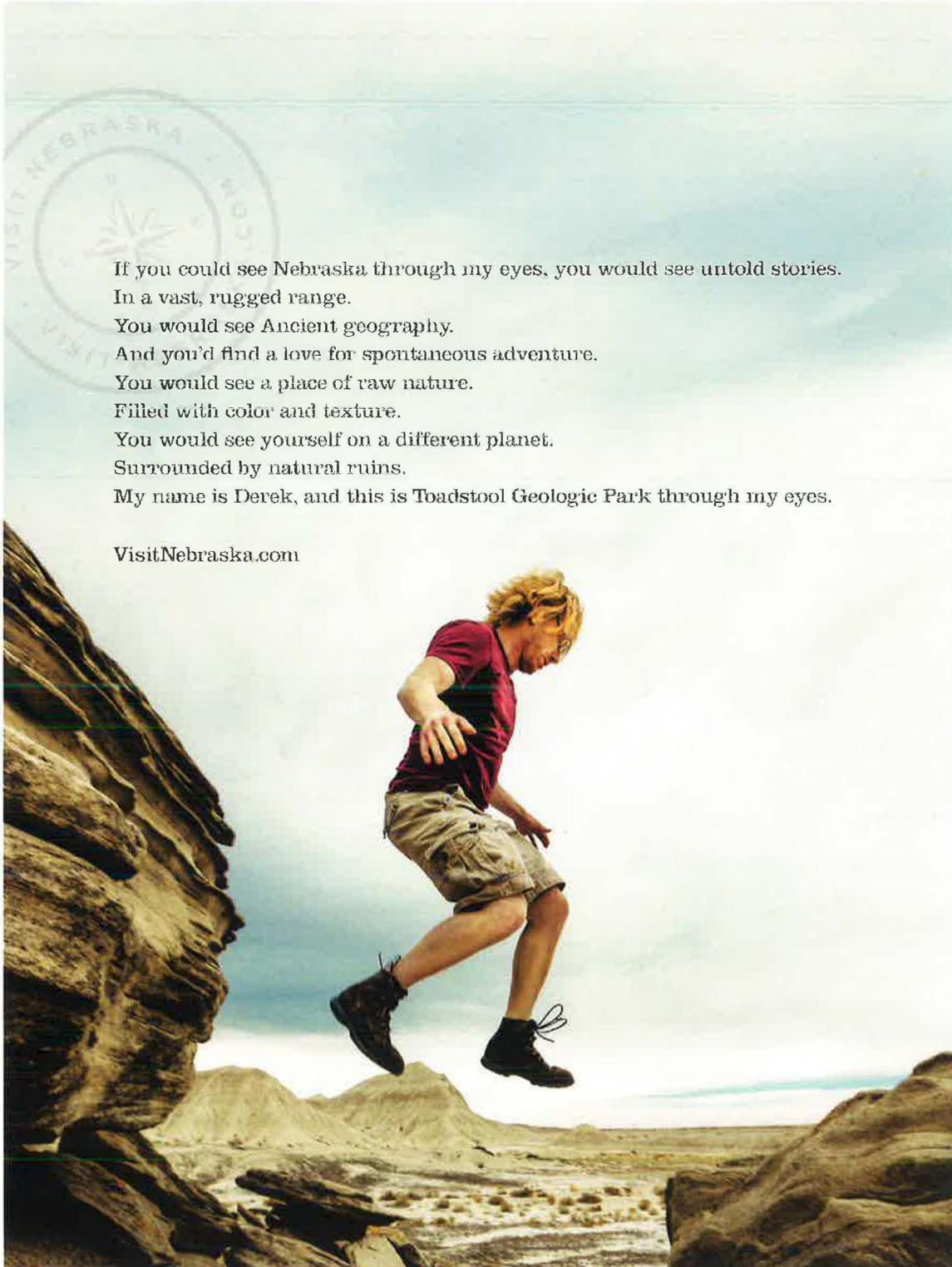
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9. PRINT AD DESIGN (CONTINUED)

NE Tourism: Through My Eyes



If you could see Nebraska through my eyes, you would see untold stories.
In a vast, rugged range.
You would see Ancient geography.
And you'd find a love for spontaneous adventure.
You would see a place of raw nature.
Filled with color and texture.
You would see yourself on a different planet.
Surrounded by natural ruins.
My name is Derek, and this is Toadstool Geologic Park through my eyes.

VisitNebraska.com

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