



**Thank you for including Paulsen  
in your RFP. We are excited about  
the possibilities of working alongside  
Nebraska Corn.**

As mentioned in this RFP, Paulsen has worked with South Dakota Corn for over 15 years.

During this time, tactics and deliverables have changed significantly. But what hasn't changed is Paulsen's understanding of both farmers and consumers in the marketplace.

Nebraska and South Dakota are alike in many respects. Both states are divided into two time zones and two different cultures. In both states there are more farms in the east and more ranches in the west—and everywhere small, aging communities are struggling as young people move to the larger cities.

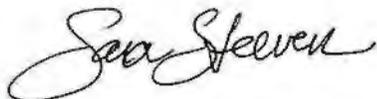
The similarities between the challenges both states face are striking.

- Many city dwellers don't understand farming; some mistrust agriculture.
- Consumers increasingly have questions about where food comes from, GMOs, farming practices and food safety.
- Outside influences are politicizing farming.
- The threat of increasing regulation at state and federal levels looms large.
- Farmers continue to face an uphill climb with low commodity prices, trade uncertainties and devastating weather events.
- Both states are experiencing devastating flood damage, but Nebraska's situation is far worse. We know how this impacts your members.

For many years, South Dakota Corn's consumer communications strategy has focused on highlighting shared values, providing accessible education and emphasizing transparency. Research shows this approach has been effective over time in building trust between consumers and farmers—which is truly the best possible outcome. We're ready to start helping the Nebraska Corn Board achieve the same positive results.

We hope our RFP response opens the door to more collaborative and cost-saving efforts between South Dakota and Nebraska. In the end, we work for the benefit of all corn farmers. Together, we can increase demand for ethanol, debunk myths surrounding GMO corn, promote soil health practices and increase demand for corn usage through livestock development—just to name a few of the opportunities before us.

We look forward to telling you more about Paulsen and how we can help the Nebraska Corn Board achieve its most ambitious goals.



Sara Steever • President  
605-336-1745  
sara.steever@paulsen.ag



**PAULSEN**





# ORIGINAL PROPOSAL

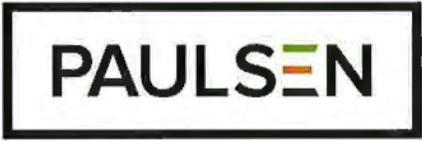
RFP Number 6028 Z1

4.3.19

**Presented By:**

Allyse Steffen  
[allyse.steffen@paulsen.ag](mailto:allyse.steffen@paulsen.ag)





# Nebraska Corn Board RFP Response

RFP Number 6028 Z1

4.3.19

**Presented By:**

Allyse Steffen  
[allyse.steffen@paulsen.ag](mailto:allyse.steffen@paulsen.ag)



## **2. Corporate Overview**

### **A. Bidder Identification and Information**

Paulsen Marketing Inc. is a corporation in Sioux Falls, S.D. Maurice Paulsen Advertising was started in 1951 by Maury and Carolyn Paulsen. In the fall of 1979 Thane Paulsen, son of Maury and Carolyn, joined the agency. Thane became president of Paulsen when Maury passed away in 1985.

In 1998 Thane began a succession plan with key employees of Paulsen. The executive committee was comprised of Greg Guse, Sara Steever, Mark Smither, Mike Dowling and Jane Harms. Even though some of the members have changed, the executive committee still directs the future of Paulsen.

### **B. Financial Statements**

Paulsen has a strong portfolio with no long-term debt and a strong financial outlook. We own the building that Paulsen has occupied since 1988.

Paulsen is a member of the Better Business Bureau, Dunn and Bradstreet, National Agri-Marketing Association and National Association of Farm Broadcasters.

Great Western Bank, Jay Mitchell, 225 S Main in Sioux Falls, S.D. 605-373-3187

### **C. Change of Ownership**

*No change in ownership has occurred.*

### **D. Office Location**

3510 South First Avenue Circle  
Sioux Falls, SD 57105

### **E. Relationships with the State**

*Paulsen has not had a relationship with the state of Nebraska in the previous five years.*

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

*No such relationship exists.*

### **G. Contract Performance**

*No such termination default has been experienced in the past ten years.*



## H. Summary of Bidder's Corporate Experience

### **Client Case Studies Included:**

1. South Dakota Corn Utilization Council
2. East River Electric Power Cooperative
3. Kubota Tractor Corporation

### **South Dakota Corn Utilization Council**

- 2005 to present
- Reference: Teddi Mueller, Marketing, Legislative Director
- P: 605.334.1000
- F: 605.334.0505
- E: [teddim@sdcorn.org](mailto:teddim@sdcorn.org)
- Paulsen is the prime contractor on all work

### **Case Study: Consumer Education**

#### **Challenge**

Consumer perception is changing agriculture in profound ways. If farmers hope to continue farming independently, it is important to maintain a social license to do so. It is imperative to educate consumers on the value of the agriculture industry and corn's role in that industry.

#### **Strategic Approach**

Paulsen conducts attitudinal audience segmentation research on behalf of South Dakota Corn Growers Association every two years. This research defines how consumers feel about farmers, farming practices and agriculture-related issues.

Our most recent survey identified three important audience segments: Farming Fans, Tech Trusters and Skeptics. For each audience, we are able to develop specific messages based on how they feel about farming:

- Farming Fans believe that U.S. farming is critical for the country and the world. They think farming should be supported in the state, as well as by the federal government. They also believe many of the impacts on farmers are beyond their control.
- Tech Trusters believe that technology has had a significant and positive impact on farming and its effect on the environment. They feel confident that air and water in South Dakota are safe.
- Skeptics are more likely to think that farming is run by corporations whose objectives aren't completely altruistic, and that the industry has become too reliant on subsidies and chemical support.



Our current campaign, This is Farming, taps into these distinct attitudinal segments—with targeted messaging driving all traditional media, digital media and social media tactics. A follow-up study was conducted in April 2018, which revealed a significant positive shift in attitude agreement across all three audience segments. The 2018 study also revealed that consumers don't necessarily understand what they see on farms, and when machinery or practices are unfamiliar to them, consumers may be uncomfortable. Consumers surveyed also showed interest in learning more about farming practices.

### **Execution**

Paulsen worked closely with South Dakota Corn to develop a multimedia consumer campaign that focused on farming practices, which included:

- Digital and social media
- Television
- Video
- Radio
- Print
- Sports sponsorships
- Event displays

We also launched a yearlong Facebook campaign targeting South Dakota residents based on specific geography, demographics and interests. A monthly content calendar was created, which highlighted farming practices, including:

- Precision ag
- Cover crops
- Conservation/habitat
- Water quality management
- Seed technology

**Results:** The objective was to drive all traffic and engagement to South Dakota Corn's consumer website, [ThisIsFarming.org](http://ThisIsFarming.org), where visitors learned more about South Dakota farmers and their practices. After nine months, the results were impressive:

**TIMEFRAME:** July 2018 to March 2019

- Brand Awareness – **Over 421,000 people (21-years old+) in South Dakota reached** in nine months
- Driving Actions – Drove over **33,000 landing page views** to the designated South Dakota Corn landing pages
- Creating Engagement – **1,275 post shares**

**HIGHLIGHTS:** Nine month Site Traffic to [ThisIsFarming.org](http://ThisIsFarming.org) (Not Just Social)

- Total Users - **61.22% Increase**
- New Users - **60.87% Increase**
- Sessions - **54.87% Increase**



# SD CORN





## **Case Study: Farmer Communications**

### **Challenge**

South Dakota Corn must communicate to farmers the importance of the one-cent corn checkoff program.

### **Strategic Approach**

Paulsen conducted an online survey of 200 South Dakota corn farmers to gauge their attitudes and perceptions regarding South Dakota Corn and the checkoff program.

The survey was facilitated through AgWeb and augmented using South Dakota Corn's member database.

The results of the survey helped South Dakota Corn identify which issues were most important to farmers and how to best reach them.

### **Execution**

Based on this feedback, Paulsen and South Dakota Corn worked together to transform a print-based communication platform to a more timely and relevant digital platform.

A monthly newsletter, bi-monthly blog and email alerts are now branded as Emerge, Your Connection to South Dakota Corn. The goal is to develop a robust database of South Dakota farmers and maintain a consistent point of contact with the organization.

Working with Successful Farming native promotional units and AgWeb native ads, we are able to reach the majority of South Dakota farmers and direct them to the [sdscorn.org](http://sdscorn.org) website. We are also working with Infinity Direct to reach 5,000+ South Dakota farmers via email.

Paulsen is responsible for coordinating the content calendar, developing the blog posts, managing email marketing and creating digital assets for South Dakota Corn's social media platforms.



## Examples

South Dakota Corn homepage, highlighting Emerge subscription



South Dakota Corn Emerge content page, featuring blog posts, news and alerts





**Results:** The farmer communications campaign launched June 1, just ahead of the South Dakota Republican primary. Paulsen and South Dakota Corn were able to view the analytics for this campaign on a daily basis—and respond accordingly.

**In addition, *Emerge subscriptions have tripled* since the campaign began.**



## East River Electric Power Cooperative

- 2017 to present
- Reference: Chris Studer, Chief Member & Public Relations Officer
- P: 605.256.8016
- F: N/A
- E: cstuder@eastriver.coop
- Paulsen is the prime contractor on all work

### Case Study: Re-Energizing Livestock Development Summit

The Re-Energizing Livestock Development Summit, hosted by the region's Touchstone Energy Cooperative and East River Electric Cooperative, was created to help South Dakota and southwest Minnesota farm families realize the full potential of livestock development in their communities.

The goal of the summit was to address key issues related to livestock development, discuss the most effective and responsible ways to move forward and connect with other farmers, leaders and businesses in the industry.

#### Audiences

- South Dakota farmers: small to mid-size producers who want to grow their operations.
- Community leaders: mayors, council members, key agribusinesses and manufacturers.
- Regulatory: state legislators, county commissioners, zoning commissioners and rural water districts.

#### Process

Planning for the Re-Energizing Livestock Development Summit began nearly 12 months prior to the event. The first step was to secure an appropriate venue. South Dakota State University (SDSU) was chosen because it represented a neutral, science-based location along the economically important I-29 dairy corridor.

Three months before the event, Paulsen worked closely with East River Electric Cooperative to select appropriate moderators and panel participants. Each moderator and panelist was interviewed prior to the event, in an effort to craft the right questions and conversational flow.

Paulsen also handled publicity for the Summit, including press releases, radio interviews, newsprint advertising and direct mail invitations. As a result, over 350 people attended the event.

#### Event

The daylong event took place on November 15, 2018, at the SDSU Performing Arts Center in Brookings, South Dakota.

South Dakota Governor Dennis Daugaard and SDSU President Barry Dunn served as keynote speakers to kick off the event, followed by six expert panel discussions and a networking session.



An economic impact panel, featuring subject matter experts from SDSU Extension and the South Dakota Department of Agriculture (SDDA), discussed the potential economic impact of livestock development on local communities.

A next-generation farmer and agribusiness panel shared their personal experiences and vision for the next generation of farming in South Dakota and southwestern Minnesota.

A panel on siting, zoning and permitting offered a realistic view of what it takes to get a new livestock operation permitted.

Financial capital is a major sticking point for many livestock operations looking to expand. With that in mind, a financial panel discussed how to access the right capital to help ensure long-term viability and profitability.

The event concluded with an opportunity to network through one-on-one and small group discussions with the panelists and other industry experts.

#### **Follow Up**

East River Electric will work with local cooperatives throughout the region to host mini Livestock Development Summits. These smaller events may include the following elements:

- Video highlights from the Re-Energizing Livestock Development Summit
- Onsite visit to a local swine or dairy operation
- One panel featuring an SDDA representative, an SDSU Extension Specialist, one or two county commissioners, one or two local young livestock producers and a local ag lender.
- One moderator, most likely Mike Jaspers, Economic Development Director for East River Electric Cooperative.



# East River ELECTRIC

A Touchstone Energy® Cooperative





## Kubota Tractor Corporation

- 1999 to present
- Reference: Buck Trawick, Director of Marketing (retired)
- P: 310.962.1856
- F: N/A
- E: rbtrawick@gmail.com
- Paulsen was the prime contractor on all work

### Case Study: Growing the Kubota Brand

When Paulsen began working with Kubota Tractor Corporation in 1999, the brand had low awareness and visibility within the market. Kubota partnered with Paulsen hoping to elevate its brand perception, awareness, dealer visits and, ultimately, sales.

#### Key Brand Challenges

- Define the Rural Lifestyle Market and expectations of emerging consumer set
- Build an integrated agricultural equipment line-up powerhouse
- Reimagine the UTV class with new products that will be envied by competitors and demanded by a wide audience
- Create a trusted residential and commercial turf brand leader in the U.S.
- Grow a dominant brand presence in the vertical market space of specialty crop production

#### Creative Strategy

Educate > Connect > Bond > Influence > Empower

#### Objectives

- Communicate the key brand attributes of accomplishment, quality and confidence to create an emotional bond with the Kubota brand and build a reliable and strong influencer network. As the product line continued to evolve, all efforts were made to embolden the core customer and strengthen the foundation to best introduce new products and services.
- Drive customer connections through personal experiences and stories and capture these experiences as content for current and present marketing efforts.
- Elevate Kubota owners as brand advocates with a strategic ability to influence their peers and depict the commitment owners have to their products and the Kubota brand. Give emphasis to testimonials and customer content storytelling.
- Promote authentic social media engagement; support the education and evaluation phases of the purchase process and the customer journey.
- Build strategic media platforms and partnerships.
- Demonstrate Kubota's commitment to the earth. Align the brand with suitable cause marketing efforts. Develop content for future marketing efforts.



### **Executional Elements**

Paulsen's integrated strategy and support of all equipment category segments drove systematic engagement with the Kubota brand where consumers live and work.

- Creative, messaging, testing and asset development – TV/radio/print/digital
- Content – video/social/education
- National media planning and placement
- Influencer and experiential events
- National and product/consumer category sponsorships and integrations
- Product launch and market introductions
- National dealer support and customization tools
- Market and consumer research
- National brand development and strategic consulting

### **Results - Corporate Sales Growth in the U.S. Market**

- 1999 - \$500 million in annual U.S. sales
- Today - \$4+ billion in annual U.S. sales





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

### **Agency Work Process - Project Planning & Management**

**Paulsen's philosophy is simple: become our clients' greatest asset.** We earn our brand promise of "Leading Ag and Rural Lifestyle" by striving every day to know more about the industry and caring more about the success of our clients.

**As your agency, we promise to act as a partner** and work to immerse ourselves in your business so we feel the ebb and flow of your day-to-day operations. We know marketing is bigger than a great design or a timely content piece; it is a lifeline to your members and, ultimately, your success.

At Paulsen, we have honed our craft as communicators and harnessed the power of analytics and market intelligence for our clients. Our four-step work process for new and existing clients is both efficient and proven. Each step can be customized to meet the Nebraska Corn Board's specific project, budget and marketing objectives.

#### **Four-Step Work Process**

- **DISCOVER** - First, Paulsen explores and defines how you're perceived in the marketplace. On what level do member consumers want or need your services? What makes your brand unique, compelling and believable? We use strategic planning exercises, customized research methodologies, data analytics and conversations with your customers to answer the important questions about your brand or product.
- **CONNECT** - Next, we develop a plan to connect with your audiences. This may involve a focused social media campaign or a fully integrated communications plan that includes traditional media, digital media, direct marketing, CRM and a cross-channel public relations strategy.
- **MOVE** - Then, we get to work engaging and persuading them.. With the right combination of message and imagery, we stay focused on capturing attention, changing opinions and moving customers to action. Our most effective work is always a reflection of what we learned during the Discover phase.
- **MEASURE** - Finally, our team comes together to answer the big questions. Did it work? What was the ROI? We use the latest analytic reporting tools and services—and overlay everything we know about agriculture and rural lifestyle—to give you a better picture of what's working, what's not and why.

We view our client's role in the strategic and creative development processes as integral to not only the opportunities and challenges of daily operations, but vital to the long-term success of the partnership and brand.

**Paulsen works alongside your team by providing ideas, services and consultation to build communication programs that impact and disrupt the market.**



## Account Team Structure

- **Senior Account Leadership:** This person establishes the overall strategy for the account and ensures that all team members have access to the right information and tools to succeed on behalf of the client. The client has direct access to senior leadership/agency ownership at all times.
- **Account Service Team Lead:** This person oversees the day-to-day execution of all tactics in the overall strategy. He or she is also responsible for the majority of daily communication with the client, as well as reporting and billing.
- **Discipline Expertise:** These people are on long-term assignment to the team depending on the strategy and tactics necessary for the client's success. This may include PR, media, copywriting, design, web development, data analysis and/or videography.
- **Production and Quality Assurance:** This person(s) is assigned to the account to load-balance projects and ensure that all work is done accurately and that deadlines are met. He or she also provides backup communication to the account service persons.

## Approach to Client Service & New Client Onboarding

Paulsen approaches client service with the highest standard of communication and organization. In all cases, we respect our client's time, and we expect to customize our communication to fit Nebraska Corn's needs.

- Primary and secondary contacts are available at 605-336-1745 from 8 am to 5 pm CST, M-F and on individual cell phones outside of 8 am to 5 pm CST, M-F.
- Email will be acknowledged within two hours of receipt from 8 am to 5 pm CST, M-F and within 24 hours outside of 8 am to 5 pm CST, M-F.
- Planning meeting and a strategic session with all stakeholders
  - Discuss business goals, SWOT, strategies, KPIs, competitive analysis, budget, timelines and other parameters for the project(s)
  - Deliverables: approved strategic brief and all recap documents from the planning meeting
- Involvement in and approval of ongoing projects
  - Strategies, goals, KPIs
  - Budgets
  - Timelines
  - Processes
  - Estimates
  - Proposals
  - Plans (owned, earned and paid)
- Involvement in and approval of creative
  - During the critique process when ideas are presented by the creative or strategic director
  - During the approval process for the final creative direction
  - During the approval process for assets as they are developed
  - During the approval process for all plans (owned, earned and paid)
- Formal meetings are followed up with a Client Call Report.
- Weekly Status Reports are provided as an agenda for a phone call or within the Paulsen client/agency production collaboration platform (Monday.com) for all active projects.



- Projects on deadline are reported on as needed.
- Larger web development projects are reported on an Agile schedule every two weeks.
- Campaign metric reporting is established at the beginning of the campaign and is typically reported as often as the campaign is optimized. For example, a native ad campaign should be refreshed every two to four weeks, so the reporting would follow that timeframe. A banner campaign that is planned to run for a full quarter would have quarterly reporting. Search Engine Marketing (SEM) is reported after one week from the kickoff and monthly thereafter.
- Marketing Intelligence Program (MIP), if approved and implemented, is held quarterly in person at your company headquarters.
- An annual account review will be held with Paulsen leadership to discuss successes and growth areas.

## **Approval Process**

Unless otherwise determined, all projects will be estimated before work begins. Estimates will be provided via email. Change orders (with estimates) will be issued for work that falls outside of the scope of an original estimate. Invoices will reflect the estimated amount, plus any additional change orders.

## **Invoicing**

- Media placements are invoiced on the 10th of each month.
- Production invoices are issued on the 15th of each month.
- Invoices will include the level of detail specified by Nebraska Corn Board.



## Agency Team Bios



**NAME:** Marcus Squier

**TITLE:** Partner - VP, Client Services

**EDUCATION / CERTIFICATIONS:** B.A.

Psychology, University of Sioux Falls

**YEARS IN THE AG INDUSTRY:** 14

**YEARS WITH THE AGENCY:** 14

**BRIEF BIO:** Marcus provides strategic direction and guides relationship management for all client accounts in addition to supervising the account service and account activity teams. His organizational skills, attention to detail and insistence on accuracy ensure that clients receive outstanding quality in every aspect of their relationships with Paulsen. Since joining Paulsen in 2005, Marcus has risen through the ranks and helped grow key agency accounts. Marcus graduated from the University of Sioux Falls and grew up on a farm near Broken Bow, Nebraska.



**NAME:** Sara Steever

**TITLE:** Partner - President

**EDUCATION / CERTIFICATIONS:** B.F.A.

University of South Dakota; Agri-marketing

Certification from Purdue University

**YEARS IN THE AG INDUSTRY:** 28

**YEARS WITH THE AGENCY:** 28

**BRIEF BIO:** As president, Sara inspires clients, partners and staff to continuously learn, grow and innovate. Her strategic vision keeps Paulsen on the leading edge of ag marketing thought, digital and creative leadership. Prior to taking over the agency reins, Sara was vice president of digital services. She joined Paulsen as a graphic designer in 1991.



**NAME:** Mark Smither

**TITLE:** Partner - VP, Strategic Director

**EDUCATION / CERTIFICATIONS:** B.S. Mass Communications, University of South Dakota

**YEARS IN THE AG INDUSTRY:** 24

**YEARS WITH THE AGENCY:** 24

**BRIEF BIO:** As VP, strategic director, Mark

Smither leads the brand strategy and market research efforts for Paulsen's national and regional accounts. With over 24 years of experience in ag and rural lifestyle marketing, Mark works with the Paulsen account service team and creative staff to help solve our clients' most complex communication challenges.



**NAME:** Mike Dowling

**TITLE:** Partner - VP, Creative Services

**EDUCATION / CERTIFICATIONS:** Southeast Area Vocational Technical School

**YEARS IN THE AG INDUSTRY:** 28

**YEARS WITH THE AGENCY:** 28

**BRIEF BIO:** Mike leads Paulsen's creative

department with more than 30 years of experience in advertising and design. Since joining Paulsen in 1991, Mike continues to create attention-grabbing, effective and award-winning campaigns, including high-profile work for Kubota Tractor Corporation.



**NAME:** Kristi Moss

**TITLE:** Group Media Director

**EDUCATION / CERTIFICATIONS:** B.S.

Journalism, South Dakota State University IAB  
certified: Digital Media Buying & Planning

**YEARS IN THE AG INDUSTRY:** 24

**YEARS WITH THE AGENCY:** 24

**BRIEF BIO:** Kristi brings decades of experience and well-established relationships within the ag and rural lifestyle media community to every client she works with. Kristi manages all aspects of paid media for Paulsen clients, including our media analytics and reporting process. Clients who work with Kristi can expect a clear understanding of campaign objectives and the know-how in all aspects of media strategy, planning and execution to meet stated goals.



**NAME:** Allyse Steffen

**TITLE:** Account Specialist

**EDUCATION / CERTIFICATIONS:** B.A., Business  
Administration, University of South Dakota

**YEARS IN THE AG INDUSTRY:** 7

**YEARS WITH THE AGENCY:** 7

**BRIEF BIO:** Allyse works with clients, managing day-to-day relationships, providing account planning and strategic recommendations to help them achieve their marketing objectives. As a daughter of a swine nutritionist, Allyse grew up in the world of agriculture and enjoyed showing pigs at the South Dakota State Fair through 4-H.





## II. Terms and Conditions

RFP Number 6028 Z1

4.3.19

**Presented By:**

Allyse Steffen  
[allyse.steffen@paulsen.ag](mailto:allyse.steffen@paulsen.ag)



## 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:
SS			

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
SB			

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.



Nebraska Corn Board  
Attn: Executive Director  
301 Centennial Mall South Fourth Floor  
Lincoln, NE 68509

C. NOTICE POINT OF CONTACT (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. 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 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.



E. BEGINNING OF WORK

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

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.

F. CHANGE ORDERS

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

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.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

H. BREACH

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



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.

I. NON-WAIVER OF BREACH

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

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.

J. SEVERABILITY

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



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.

**K. INDEMNIFICATION**

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

**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 (“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, Sub-contractors, 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, Sub-contractors, 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 sub-contractor'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.



L. ATTORNEY'S FEES

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

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.

M. ASSIGNMENT, SALE, OR MERGER

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

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.



N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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.

O. FORCE MAJEURE

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

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.



P. CONFIDENTIALITY

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

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.



**Q. EARLY TERMINATION**

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

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.

**R. CONTRACT CLOSEOUT**

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

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.



## II. CONTRACTOR DUTIES

### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 sub-contractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a sub-contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the sub-contractor 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 sub-contractors or sub-contractor's employees)

If the Contractor intends to utilize any sub-contractor, the sub-contractor'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 sub-contractors 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 sub-contractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor 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 Sub-contractor 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:
SS			

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/material/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 Sub-contractors, 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
S			

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
SS			

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
SS			

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.

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

### G. INSURANCE REQUIREMENTS

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

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

The Contractor shall not allow any sub-contractor to commence work until the sub-contractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require sub-contractor 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 contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-contractor'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 Sub-contractor 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 Sub-contractor 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.

<b>REQUIRED INSURANCE COVERAGE</b>	
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
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	



Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
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 Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	



Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
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 Corn Board  
Attn: Executive Director  
301 Centennial Mall South Fourth Floor  
Lincoln, NE 68509



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

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager 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
ES			

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
SS			

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:
GS			

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:
GS			

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-contractors 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
SS			

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. DISASTER RECOVERY/BACK UP PLAN

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

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.



N. DRUG POLICY

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

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.

III. 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 properly 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
SR			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be mailed to the Nebraska Corn Board (301 Centennial Mall South Fourth Floor, Lincoln, Nebraska 68509). Invoices may also be submitted electronically to the Nebraska Corn Board (NCB.Info@nebraska.gov). 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
SR			

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



E. PAYMENT

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

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
SS			



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
SS			

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 (0.5%) 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.





# Form A

## Bidder Contact Sheet

Request for Proposal Number 6028 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:	Paulsen Marketing
Bidder Address:	3510 First Avenue Circle Sioux Falls, SD 57105
Contact Person & Title:	Allyse Steffen, Account Specialist
E-mail Address:	allyse.steffen@paulsen.ag
Telephone Number (Office)	605.336.1745
Telephone Number (Cellular)	605.695.4199
Fax Number:	605.336.2305

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:	Paulsen Marketing
Bidder Address:	3510 First Avenue Circle Sioux Falls, SD 57105
Contact Person & Title:	Allyse Steffen, Account Specialist
E-mail Address:	allyse.steffen@paulsen.ag
Telephone Number (Office):	605.336.1745
Telephone Number (Cellular):	605.695.4199
Fax Number:	605.336.2305



# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM



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.

\_\_\_\_\_ 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:	Paulsen Marketing
COMPLETE ADDRESS:	3510 First Avenue Circle, Sioux Falls, SD 57105
TELEPHONE NUMBER:	605.336.1745
FAX NUMBER:	605.336.2305
DATE:	4.3.19
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Sara Steever, President

**TECHNICAL  
REQUIREMENTS**



**PAULSEN**

# Attachment A: Technical Requirements

RFP Number 6028 Z1

4.3.19

**Presented By:**

Allyse Steffen  
[allyse.steffen@paulsen.ag](mailto:allyse.steffen@paulsen.ag)



**Attachment A**  
**Technical Requirements**  
**Request for Proposal Number 6028 Z1**

Bidder Name: **Paulsen**

For the following six (6) technical requirements, provide a bidder response explaining how each requirement will be met. Include frequency of each requirement in the bidder response. Explain the overall process, research methodology, planning, creative development, requirement implementation and evaluation of each item. If a "reimbursement or a commission rate" cost is associated with the requirement, please include in the narrative response.

The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Corn Board. A completed form must be submitted with the proposal response.

<b>1</b>	<p><b>CornsTalk NEWSLETTER</b></p> <p>The Nebraska Corn Board publishes its CornsTalk newsletter three times per year. The publication is a tabloid-sized piece distributed through the state's weekly and daily newspapers, as well as through the Midlands Business Journal and Lincoln Business Journal. Two of the editions are 8 pages, while the third is 12- to 16-pages. The larger edition is also distributed as an insert in Nebraska Farmer magazine in February.</p> <p>The Contractor proposal should not include printing, shipping and insertion costs as these will be outside of the Contractor budget and will be billed directly to and paid to the vendor by NCB. The Contractor proposal should include all services outlined below as well as anticipated costs for photography (stock and/or on-location) and graphics development.</p> <p>The Contractor will be responsible for the following:</p> <ul style="list-style-type: none"><li><b>a.</b> Working with NCB to identify the theme, topics and schedule for each issue;</li><li><b>b.</b> Conducting research, interviews and fact-finding;</li><li><b>c.</b> Creating the content and design for each edition;</li><li><b>d.</b> Sourcing photography and graphics as required;</li><li><b>e.</b> Soliciting at least three printing bids for each edition;</li><li><b>f.</b> Working with the selected printer to ensure timely delivery and accurate shipping; and,</li><li><b>g.</b> Working with the Nebraska Press Association, Nebraska Farmer, Midlands Business Journal, Lincoln Business Journal and other distribution outlets to coordinate schedules, insertion dates, shipping/insertion quantities, etc.</li></ul>
----------	--



**Bidder Response:**

Paulsen is well-versed in coordinating, creating, printing and distributing printed publications to many farmer-member organizations. For South Dakota Corn, we have over 10 years of experience producing Emerge, a 28-page quarterly magazine mailed to approximately 15,000 South Dakota farmers. In 2018, Emerge evolved to become an online publication that is emailed to all members. This has reduced production costs and positioned South Dakota Corn as a more timely source for news and information.

Based on our years of experience, we estimate the cost to produce a similar publication for Nebraska Corn Board to be as follows:

- a. Coordination with NCB
- b. Research and interviews
  - i. 8 stories
- c. Content and design
  - i. 16 pages
- d. Photography and Graphics
  - i. Two on-location photo shoots
  - ii. Stock or sourced photos
  - iii. Design per page
- e. Print Bids
  - i. To achieve the best cost efficiencies, we recommend awarding an annual printing contract. This ensures NCB receives the highest quality at the lowest cost.
- f. Printer coordination
- g. Distribution coordination



## 2 MEDIA PLANNING AND PLACEMENT

NCB periodically places media advertising in both Nebraska metro markets and rural markets to support a variety of activities including, but not limited to:

- a. At-the-pump promotions for ethanol-blended fuels;
- b. Consumer education programs;
- c. Farmer education programs; and,
- d. Magazine advertising targeted to key audiences including livestock producers and consumers.

Depending on the market, the message and the budget, these media campaigns may include radio, newspaper, digital and/or television. Depending on the promotion, the Contractor may also be required to coordinate efforts with other stakeholder groups such as fuel retailers, the Nebraska Ethanol Board, the Nebraska Corn Growers Association, etc.

The Contractor will strategically coordinate media buys to ensure the best placement (place, medium and time slot) while securing the best rates available to help advance NCB's advertising and marketing goals.

### **Bidder Response:**

#### **Media Process:**

Decades of experience and well-established relationships within the ag and rural lifestyle community make Paulsen's media services highly effective. Paulsen understands the distinctly different target audiences that Nebraska Corn needs to reach:

1. **Nebraska Farmers**
2. **Rural Nebraska Consumers**
3. **Metro Nebraska Consumers**

When working with Paulsen, you can expect a discussion of objectives, well-researched, detailed media plans and thorough campaign management throughout the media schedule. All media plans are approved by the client and the amount of detail included is decided by the client.

#### **Research Methodology:**

Paulsen will use consumer research methods (i.e. Nielsen, Comscore) to ensure the media plans align with the target audience and objectives. Paulsen works closely with ag media vendors to stay up-to-date on all available ag media research available in the marketplace.

#### **Planning/Development:**

Paulsen's media department has agricultural- and consumer-experienced buyers in all of the following:

- a. Broadcast TV
- b. Cable TV
- c. Digital
  - i. Programmatic



- ii. Network / Direct to Publisher
- iii. Paid Social
- iv. Video
- v. Mobile
- vi. Native
- vii. OTT
- d. Radio
  - i. Spot Local
  - ii. Network
  - iii. Digital (Pandora, Spotify)
- e. OOH
- f. Print

**Paulsen Media Buying Guidelines**

- Set objectives and KPIs
- Define and plan strategy for approved budgets
- Assess available research
- Be mindful of changing consumer habits
- Provide full accounting transparency with the client
- Understand supply and demand of each tactic
- Typically, impressions are the single measurement used across all tactics

**Execution:**

Campaign management includes insertion orders signed by both Paulsen and the vendor which avoids billing discrepancies, purchase order reconciliation and continual vendor accountability and budget management throughout the campaign.

Paulsen operates with 100 percent transparency. All clients receive monthly detailed media invoices and may spot check any media vendor invoice at any time.

We offer full disclosure on digital partnerships. Paulsen does not operate its own trade desk or exchange.

**Relevant Experience:**

Paulsen's media department has broad experience in consumer and agricultural media. We manage media for multi-million dollar national agricultural and consumer accounts, and we also work with local businesses.

**South Dakota Corn:**

Paulsen has been placing media on behalf of South Dakota Corn since 2005. With similar objectives, South Dakota Corn builds media plans reaching farmers and consumers with different target audiences and messaging.



	<p><b>Fee Structure:</b> Paulsen's philosophy on compensation is characterized by transparency and flexibility. We try to accommodate our clients' billing preferences as much as possible, so compensation methods vary based on services offered and the client's budget. For many clients, we have a mix of commissions and fees.</p> <p>Agency services such as media research, strategy, planning, execution and analytics are scoped, estimated and approved by the client before proceeding. Some clients prefer monthly retainers for services such as account/project management, social media content development, web maintenance, etc. which we are happy to accommodate. Paulsen reviews retainers with our clients every three months until the retainer amount is dialed in for both parties.</p> <p>If paid media costs are at net, then planning, placement, ad serving, optimizing and reporting are established under a fee structure or retainer. The amount will depend on the size of the media buy and what percentage of that buy is digital.</p> <p>If media commissions are used for planning and placement, then only ad serving, optimizing and reporting fall under a fee structure or retainer. Similarly, the percentage of commission and the fee structure depends on the volume of the annual media buy. Paulsen is happy to provide specific fee examples once we have media budget parameters to work with.</p> <p><b>Invoicing:</b></p> <ul style="list-style-type: none"><li>• Media placements are invoiced on the 10<sup>th</sup> of each month.</li><li>• Invoices will include the level of detail specified by the Nebraska Corn Board.</li></ul> <p><b>Payment Terms:</b> Our agency standard term is net 15 days from invoice date.</p>
<b>3</b>	<p><b>CREATIVE DEVELOPMENT, DESIGN AND PRODUCTION SERVICES</b></p> <p>The Nebraska Corn Board utilizes a wide range of tactics to achieve its marketing communications objectives. These tactics vary according to the overall messaging, target audience, budget and marketing environment. These tactics may include, but are not limited to:</p> <ul style="list-style-type: none"><li><b>a.</b> Trade show banners and displays;</li><li><b>b.</b> Magazine/newspaper/miscellaneous print advertising;</li><li><b>c.</b> Brochures, handouts and other collateral materials;</li><li><b>d.</b> Online/digital assets (web banner ads, e-blasts, social media content, etc.);</li><li><b>e.</b> Transit;</li></ul>



- f. Television/Video/Online Video; and,
- g. Radio commercials.

**Bidder Response:**

Based on our many years working on behalf of South Dakota Corn, as well as our entire roster of agriculture clients, we believe the most effective and cost-efficient approach to creative development begins with a solid communications strategy.

Before we recommend specific tactics, Paulsen will present three possible conceptual directions to meet your overall strategic objectives. Once a concept direction is approved, it will serve as a guide for all tactical executions.

For example: Consumer research tells us that people want to understand agricultural practices, especially related to soil health and sustainability. Our most recent campaign for South Dakota Corn educates consumers using interesting facts and an engaging illustrative style to communicate the benefits of cover crops and precision technology. From this conceptual direction, we created a consistent and cost-efficient campaign, including television commercials, digital assets, displays, print advertising and radio commercials. Most of these tactics were created within a 90-day period to fulfill all media commitments for the year.

**Tactical Execution for Approved Concept Direction (Example Breakdown Below)**

- a. Trade show banners and displays
  - Design and production
  - Banners
  - Display: 10-ft booth
- b. Magazine/newspaper/miscellaneous print advertising;
- c. Brochures, handouts and other collateral materials;
- d. Online/digital assets (web banner ads, e-blasts, social media content, etc.);
- e. Transit;
- f. Television/Video/Online Video; and,
- g. Radio commercials.

**Fee Structure:**

Agency services such as research, strategic and marketing planning, creative services, web development, PR, etc. are scoped, estimated and approved by the client before proceeding.

Some clients prefer monthly retainers for services such as account/project management, social media content development, web maintenance, etc. which we are happy to accommodate. Paulsen reviews retainers with our clients every three months until the retainer amount is dialed in for both parties. Paulsen is happy to provide specific fee examples once we have budget parameters to work with.



	<p><b>Invoicing:</b></p> <ul style="list-style-type: none"><li>• Production invoices are issued on the 15<sup>th</sup> of each month.</li><li>• Invoices will include the level of detail specified by Nebraska Corn.</li></ul> <p><b>Payment Terms:</b></p> <p>Our agency standard term is net 15 days from invoice date.</p>
<p><b>4</b></p>	<p><b>WEBSITE UPDATES, MANAGEMENT AND MAINTENANCE</b></p> <p>NCB has launched an updated website (nebraskacorn.gov) in February 2019. NCB staff is primarily responsible for ensuring content is current on the site. The Contractor will be responsible for the following services related to this site:</p> <ol style="list-style-type: none"><li>a. Provide maintenance and support as required;</li><li>b. Post content and graphics as requested by NCB; and,<ol style="list-style-type: none"><li>c. Make recommendations on upgrades, changes in functionality, etc. as appropriate.</li></ol></li></ol> <p>Note that NCB also manages <a href="http://www.AmericanEthanolNE.org">www.AmericanEthanolNE.org</a>. The Contractor will be asked to assist with this site in a similar fashion as needed.</p> <p><b>Bidder Response:</b></p> <p>Paulsen has an in-house development team that is proficient in the Open Source technologies that Nebraska Corn used to build both nebraskacorn.gov and americanethanolne.org. Paulsen has developed hundreds of websites and apps over 23 years, and we currently have 35 websites in Wordpress and PHP that we built and continue to maintain, as well as other legacy websites.</p> <p>Our capabilities range from HTML5 banners to ecommerce websites, API integrations, CRM integrations, Wordpress, CSS, Javascript, PHP and Craft CMS.</p> <p>Our approach is mobile-first in design, programming and search engine optimization. We also build in best practices for technical search engine optimization in all sites we develop.</p> <p>We are often asked to take over existing websites for hosting and maintenance purposes. Every Open Source site we host runs on servers managed by Amazon OpsWorks. We use Amazon S3 for all user-uploaded files. This allows code and content to be managed separately. We use Cloudfront as a CDN for performance and SSL termination. This allows us to cache static assets at edge locations that are physically close to the end user. Files that are stored on S3 are served with Cloudfront, which means reduced latency and increased throughput.</p> <p><b>Our most relevant examples include:</b></p> <p><a href="http://sdcorn.org">sdcorn.org</a> <a href="http://thisisfarming.org">thisisfarming.org</a></p>



	<p><a href="http://sdssoybean.org">sdssoybean.org</a> <a href="http://Onfarmresearch.sdssoybean.org">Onfarmresearch.sdssoybean.org</a> <a href="http://Yourcooppower.com">Yourcooppower.com</a></p> <p><i>Note: Further examples are available upon request.</i></p>
<p><b>5</b></p>	<p><b>VIDEO PRODUCTION</b></p> <p>NCB has in-house capability to shoot and edit video programs on a limited basis. However, there are certain projects that must be handled by a contractor due to the complexity of the project and/or deadlines.</p> <p>These may include, but are not limited to:</p> <ul style="list-style-type: none"><li><b>a.</b> Educational videos; and,</li><li><b>b.</b> Television commercials.</li></ul> <p>Web-based videos to support promotions or other outreach initiatives.</p>
	<p><b>Bidder Response:</b></p> <p>Paulsen has its own video production and drone videography capabilities, which is used to produce social media assets, video blogs (vlogs) and television commercials for South Dakota Corn. We also produce several educational videos for South Dakota State University Extension, AgXplore and other clients. This in-house resource allows us to move quickly and cost-efficiently when needed. We also work with outside vendors for specialty projects that require specialized animation or video techniques.</p> <p><b>Our most relevant examples can be viewed at:</b></p> <p><a href="https://vimeo.com/303530435">https://vimeo.com/303530435</a> <a href="https://vimeo.com/303530719">https://vimeo.com/303530719</a> <a href="https://vimeo.com/327968812">https://vimeo.com/327968812</a> <a href="https://vimeo.com/291588944">https://vimeo.com/291588944</a> <a href="https://vimeo.com/312620703">https://vimeo.com/312620703</a></p>



## **6 PROJECT PLANNING AND MANAGEMENT**

Project planning shall be a collaborative effort between NCB's communications, market development and research committees, board of directors and the Contractor. Project management shall be the responsibility of the Contractor as well as management of all staff assigned to the project.

The Contractor will coordinate specifically with the director of communications on staff with NCB. NCB will require the Contractor(s) to meet periodically with staff, board members or other stakeholders/partners to discuss marketing plans, promotional details, consumer campaigns and other issues related to the Contractors' work on behalf of the Nebraska Corn Board. Those meetings will take place most frequently in the Lincoln offices of NCB.

The cost associated with the following project planning and management activities must be included in the hourly rate proposed for each of the business/technical requirements specified in the Attachment B Cost Proposal. This is considered a normal part of the services being contracted and shall be included in the proposed fixed prices per hour.

- a.** During active campaigns, the Contractor will be expected to regularly meet with NCB and/or submit a status/progress report as requested by NCB. It may include:
  - i.** Any metrics or results on current tactics;
  - ii.** Accomplishments/failures achieved during the reporting period;
  - iii.** Activities of the project completed;
  - iv.** Planned activities for the upcoming month;
  - v.** Projected completion dates for remaining tasks and activities;
  - vi.** Detailed status of current campaign budget;
  - vii.** Budget status report on current campaigns shall include expenditures for the month, detailed expenditures to date by project and the remaining balance, as well as media planning status, media placed, media billed and media yet to be billed along with any immediate change or deviation from the plan strategies as a result of industry opportunities for Nebraska; and,
  - viii.** Any other pertinent information.
- b.** The Contractor will provide a planning calendar that outlines the scope of any upcoming projects at least six (6) weeks in advance of deadlines.
- c.** On a quarterly basis, the Contractor shall report on advertising and marketing effectiveness, as well as pre- and post-campaign brand awareness assessment reports.
- d.** The Contractor shall be expected to participate in quarterly meetings at a time that works for both parties. At a minimum, the Contractor shall be required to travel to Lincoln, Nebraska, for such meeting (at the Contractor's expense) if not already located in Lincoln.
- e.** The Contractor will be required to bid and make buys for projects specs including, but not limited to: printing, postage, freight, television, radio, etc. Printing may be required to be done at the State of Nebraska's Print Shop. NCB will consult with



State of Nebraska's Print Shop for capacity/compatibility. However, if the State of Nebraska's Print Shop does not have the capacity/capability to complete a specific print job, the Contractor will furnish printing solutions after consulting with NCB.

- f. The Contractor shall be readily available during normal business hours, by telephone, email and in person, throughout the course of this contract.
- g. The Contractor shall fulfill the earned media component of this contract, as appropriate, in accordance with generally accepted standards practiced in Nebraska broadcast and print newsrooms. In addition, written earned media work shall be prepared in Associated Press style, reflect the needs of the intended media audience, and contain appropriate state, national and global information as warranted.
- h. The Contractor must have the financial capacity to contract and purchase media without advance payment by NCB. Media services will include advertising purchasing among many forms of media, sponsorships, social media and other forms of paid messaging. Bidder must identify process for placing media and reporting balances in Attachment A, Technical Requirements and identify commission rate for media placements as compared to industry standard in Attachment B, Cost Proposal.
- i. The Contractor will provide a line for direct reimbursement of costs for incidental, third party deliverables including but not limited to: airtime, outdoor advertising, spokesperson compensation, sponsorships, promotional items and printing and postage not produced by the State Print Shop.

**Bidder Response:**

**Paulsen's philosophy is simple: become our clients' greatest asset. We earn our brand promise of "Leading Ag and Rural Lifestyle" by striving every day to know more about the industry and caring more about the success of our clients.**

**As your agency, we promise to act as a partner** and work to immerse ourselves in your business so we feel the ebb and flow of your day-to-day operations. We know marketing is bigger than a great design or a timely content piece; it is a lifeline to your sales and, ultimately, your profits.

At Paulsen, we have honed our craft as communicators and harnessed the power of analytics and market intelligence for our clients. Our four-step work process for new and existing clients is both efficient and proven. Each step can be customized to meet Nebraska Corn's specific project, budget and marketing objectives.

**Four-Step Work Process**

DISCOVER - First, Paulsen explores and defines how you're perceived in the marketplace. On what level do consumers want or need your service? What makes your brand unique, compelling and believable? We use strategic planning



exercises, customized research methodologies, data analytics and conversations with your members to answer the important questions about your brand or service.

**CONNECT** - Next, we develop a plan to connect with your customers. This may involve a focused social media campaign or a fully integrated communications plan that includes traditional media, digital media, direct marketing, CRM and a cross-channel public relations strategy.

**MOVE** - Then, we get to work engaging and persuading your audience. With the right combination of message and imagery, we stay focused on capturing attention, changing opinions and moving customers to action. Our most effective work is always a reflection of what we learned during the Discover phase.

**MEASURE** - Finally, our team comes together to answer the big questions. Did it work? What was the ROI? We use the latest analytic reporting tools and services—and overlay everything we know about agriculture and rural lifestyle—to give you a better picture of what's working, what's not and why.

We view our client's role in the strategic and creative development processes as integral to not only the opportunities and challenges of daily operations, but vital to the long-term success of the partnership and brand.

**Paulsen works alongside your team by providing ideas, services and consultation to build communication programs that impact and disrupt the market.**

#### **Account Team Structure**

1. **Senior Account Leadership:** This person establishes the overall strategy for the account and ensures that all team members have access to the right information and tools to succeed on behalf of the client. The client has direct access to senior leadership/agency ownership at all times.
2. **Account Service Team Lead:** This person oversees the day-to-day execution of all tactics in the overall strategy. He or she is also responsible for the majority of daily communication with the client, as well as reporting and billing.
3. **Discipline Expertise:** These people are on long-term assignment to the team depending on the strategy and tactics necessary for the client's success. This may include PR, media, copywriting, design, web development, data analysis and/or videography.
4. **Production and Quality Assurance:** This person(s) is assigned to the account to load-balance projects and ensure that all work is done accurately and that deadlines are met. He or she also provides backup communication to the account service persons.



### **Approach to Client Service & New Client Onboarding**

**Paulsen approaches client service with the highest standard of communication and organization.** In all cases, we respect our client's time, and we expect to customize our communication to fit Nebraska Corn's needs.

- Primary and secondary contacts are available at 605-336-1745 from 8 am to 5 pm CST, M-F and on individual cell phones outside of 8 am to 5 pm CST, M-F.
- Email will be acknowledged within two hours of receipt from 8 am to 5 pm CST, M-F and within 24 hours outside of 8 am to 5 pm CST, M-F.
- Planning meeting and a strategic session with all stakeholders
  - Discuss business goals, SWOT, strategies, KPIs, competitive analysis, budget, timelines and other parameters for the project(s)
  - Deliverables: approved strategic brief and all recap documents from the planning meeting
- Involvement in and approval of ongoing projects
  - Strategies, goals, KPIs
  - Budgets
  - Timelines
  - Processes
  - Estimates
  - Proposals
  - Plans (owned, earned and paid)
- Involvement in and approval of creative
  - During the critique process when ideas are presented by the creative or strategic director
  - During the approval process for the final creative direction
  - During the approval process for assets as they are developed
  - During the approval process for all plans (owned, earned and paid)
- Formal meetings are followed up with a Client Call Report.
- Weekly Status Reports are provided as an agenda for a phone call or within the Paulsen client/agency production collaboration platform (Monday.com) for all active projects.
- Projects on deadline are reported on as needed.
- Larger web development projects are reported on an Agile schedule, every two weeks.
- Campaign metric reporting is established at the beginning of the campaign and is typically reported as often as the campaign is optimized. For example, a native ad campaign should be refreshed every two to four weeks, so the reporting would follow that timeframe. A banner campaign that is planned to run for a full quarter would have quarterly reporting. Search Engine Marketing (SEM) is reported after one week from the kickoff and monthly thereafter.
- Marketing Intelligence Program (MIP), if approved, is held quarterly in person at your company headquarters.
- An annual account review will be held with Paulsen leadership to discuss successes and growth areas.

**Approval Process**

Unless otherwise determined, all projects will be estimated before work begins. Estimates will be provided via email. Change orders (with estimates) will be issued for work that falls outside of the scope of an original estimate. Invoices will reflect the estimated amount, plus any additional change orders.

**Compensation**

Paulsen's philosophy on compensation is characterized by transparency and flexibility. We try to accommodate our clients' billing preferences as much as possible, so compensation methods vary based on services offered and the client's budget. For many clients, we have a mix of commissions and fees. Some examples are provided in the Fee Schedule overview below.

We are open to a blended rate compensation arrangement.

**Fee Schedule**

Agency services such as research, strategic and marketing planning, creative services, web development, PR, etc. are scoped, estimated and approved by the client before proceeding.

Some clients prefer monthly retainers for services such as account/project management, social media content development, web maintenance, etc. which we are happy to accommodate. Paulsen reviews retainers with our clients every three months until the retainer amount is dialed in for both parties.

If paid media costs are at net, then planning, placement, ad serving, optimizing and reporting are established under a fee structure or retainer. The amount will depend on the size of the media buy and what percentage of that buy is digital.

If media commissions are used for planning and placement, then only ad serving, optimizing and reporting fall under a fee structure or retainer. Similarly, the percentage of commission and the fee structure depends on the volume of the annual media buy. Paulsen is happy to provide specific fee examples once we have media budget parameters to work with.

**Invoicing:**

- Media placements are invoiced on the 10<sup>th</sup> of each month.
- Production invoices are issued on the 15<sup>th</sup> of each month.
- Invoices will include the level of detail specified by Nebraska Corn.

**Payment Terms:**

Our agency standard term is net 15 days from invoice date.