

April 5, 2019

Thank you for the opportunity to be included in the RFP for advertising services for the Nebraska Corn Board. Our previous work with state agencies, along with our pride for Nebraska, has us very excited.

As Nebraska's largest marketing communications agency, Swanson Russell has spent years recruiting and developing some of the area's top talent. And while we have the capacity and skill set to handle sophisticated integrated campaigns for clients nationwide, we're uniquely qualified to partner with the Nebraska Corn Board.

- 1. We have roots in agriculture.** From our Nebraska heritage to our large roster of ag industry clients, we have expertise activating the ag community.
- 2. We understand checkoffs.** We've spent years serving organizations like the Propane Education & Research Council (PERC) and the Cattlemen's Beef Board, compiling a wealth of knowledge about how to effectively market checkoff programs.
- 3. We are integrated marketing and branding experts.** In today's world, you have to be consistent and present in a multitude of channels to stay top of mind. We have the team to make it happen.
- 4. We make a Real Connection™.** Utilizing a proprietary process, we make meaningful and lasting relationships between brands and audiences.

The following proposal provides in-depth information about the capabilities Swanson Russell will bring on behalf of the Nebraska Corn Board. We look forward to the prospect of starting a lasting relationship together.

Respectfully,



Brent Scholl
EVP / Managing Director

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CORPORATE OVERVIEW



swanson • russell

In this field, our history runs deep.

It starts with the hometown pride of our team.
Those who call communities like Tobias and Hartington home.
People who built a work ethic one acre at a time.
Sons and daughters who first learned to
measure results by the bushel.

It's in the legacy of our business.
Over 50 years of meeting farmers and talking crops.
A decades-long commitment to following markets and mindsets.
Putting boots on the ground and hands in the dirt.

Today, we have the expertise and talent
to create world-class work.
We push ourselves and challenge our peers.
We incite action and drive results.

And in the end, we bring heritage
and hard work together
in a way that can only be found right here.



HERITAGE
HARD WORK

HERE IS WHERE WE MAKE A DIFFERENCE

Our combination of experiences makes us the perfect fit for the Nebraska Corn Board. We're the only place where an unrivaled understanding of agriculture meets sophisticated marketing and checkoff expertise. That intersection is where big ideas come from.



AG HERITAGE: OUR ROOTS RUN DEEP

150+ Nebraska-Based Employees

Most of our team was raised in the heartland. Our strategists have a homegrown appreciation for what farmers are thinking, and our art directors see the beauty of a profitable crop. Every decision we make is grounded in a deeper understanding of agriculture.

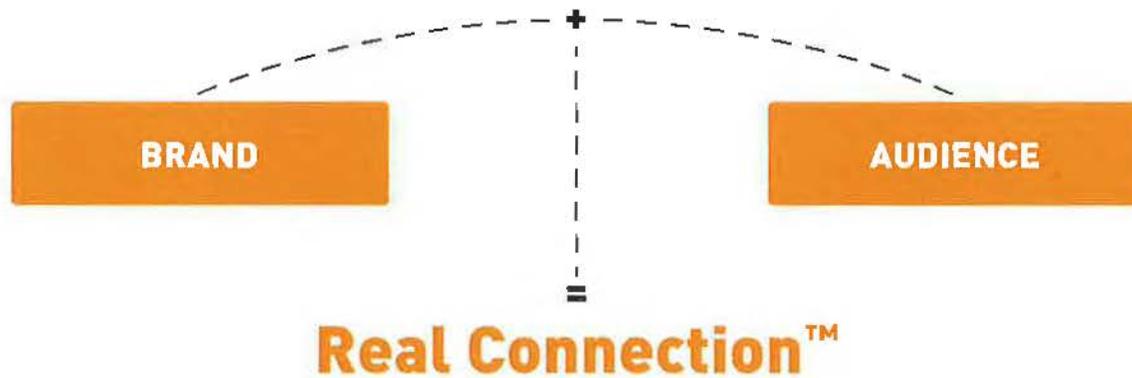
Full Roster of Ag Clients

We've been serving some of the most accomplished names in ag for decades — studying research, talking strategies, exploring trends and planting seeds for success. Through this work, we've been growing with the brands that grow America's crops.



Proprietary Process for Uncovering Ag Insights

Our Real Connection™ approach drives our work. We immerse ourselves in the spaces where your organization and your audience come together. Sometimes it's time spent walking the fields or an honest conversation with today's farmer. Other times, it's in-depth market research. It's all done to gain a deeper understanding of the day-to-day challenges and motivations of those who work in this industry. We put this knowledge to work at every stage of the process — from insight-driven strategies and ag media placements to messages and visuals we know will resonate and drive action.



While Real Connection™ guides our overall approach, we tackle communications projects and campaigns with a specific method. Our five-step process is tried and true, taking into account a clear understanding of where you are today and where you want to be tomorrow.



DISCOVERY

Gather information to inform our recommendations. This phase often includes reviewing existing research, conducting new research, and interviews with leadership, employees, customers and prospects.



INSIGHT

Turn that intel into action with critical thinking. We'll identify connection points and disconnects between the brand and its target audience(s).



ARCHITECTURE

Insights are used to shape the architecture of the program — the primary strategic initiatives that will accomplish the defined objectives.



COMMUNICATIONS

"Big execution" is just as important as the "big idea." Creative is developed and deployed with discipline to process, deadlines, and budget.



MANAGEMENT

Gather and analyze metrics, and optimize ongoing strategies and tactics as appropriate. Revise plans as needed.

Relentless Work Ethic

Growing up in Nebraska, our team understands the value of a hard day's work. For many, it's a virtue that was first learned during afternoons of laying pipe or mornings of detasseling corn. But it's a deeply rooted approach that still drives us every day.

HARD-WORKING EXPERTISE: YIELDING BETTER RESULTS

50+ Years of Knowledge

Swanson Russell has decades of experience we can use on behalf of our clients. Relationships with key publications. Connections with specialized vendors. An understanding of trade show floors and trademark rules. At every step, we put this expertise to work.

FOUNDED IN
1962

Full-Service Marketing Capabilities

As Nebraska's largest branding, advertising and public relations agency, we have over 150 of the area's top marketing professionals. This gives us the full-service capacity to handle any project, with services from strategic planning to creative development — and everything in between.



Extensive Checkoff Experience

For checkoffs, the challenges are unique. Strict budgets. Extensive reporting requirements. Complex regulations. We know how to navigate this because we've been working with organizations like yours for years. While each situation demands a fresh approach, we know this terrain like the back of our hand.



A Commitment to Growth

Every year, employees throughout our agency complete continuous improvement training that ensures they stay at the top of their field. Because we know when we grow our capabilities, our clients grow too.

BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Company name: Swanson Russell

Principal place of business:

Swanson Russell
1202 P Street
Lincoln, NE 68508
Tel: 402-437-6400
Fax: 402-437-6401
www.swansonrussell.com

Other major office:

Swanson Russell
14301 FNB Parkway, Suite 312
Omaha, NE 68154
Tel: 402-818-1100

Organization and Year:

Corporate name: Swanson, Sinkey, Ellis, Inc.
Structure: Corporation
Incorporation state: Nebraska
DBA: Swanson Russell
Date established: June 1, 1962

Vendor Identification:

Federal tax identification number: 47-0467331
State tax identification number: 147400

FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Because Swanson Russell is a privately held company, it does not release its financial statements. The agency's 50+ years in business, steady growth over the last 30 years, and particularly its growth in the last 10 years, are a testament to the firm's stability and financial strength. Swanson Russell has weathered turbulent economies in the past, continuing to grow while the national workforce shrank. 2018 was a banner year for Swanson Russell, and 2019 is already on pace to be a record year.

Size: Swanson Russell currently employs 155 full-time staff with \$131,000,000 in capitalized billings in 2018

Longevity: Founded in 1962, Swanson Russell has been operating for 57 years

Client base: Swanson Russell's client base is made up of 107 national, regional and local brands

Areas of specialization / expertise: Swanson Russell has five areas of focus:

- Outdoor Recreation
- Agribusiness
- Construction
- Green Industry
- Healthcare

A banking reference follows [see page 12].

There are no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of Swanson Russell.



Cornerstone Bank
529 Lincoln Avenue
P.O. Box 69
York, Nebraska 68467
Phone: 402-363-7411
Fax: 402-362-3249

March 20, 2019

RE: Swanson, Sinkey, and Ellis, Inc
d/b/a Swanson Russell
1222 P ST
Lincoln, NE 68508-1425

To: Whom It May Concern:

I have been asked to provide you with a letter of reference on Swanson, Sinkey and Ellis, Inc. d/b/a as Swanson Russell of Lincoln, NE. This is an entity that was formed in 1962 in Lincoln, Nebraska and has been in business continuously since that time. Our Bank began working with the firm in the early 90s and we have worked with them continuously since that time.

This company has been an excellent customer of Cornerstone Bank since they established their accounts with us. The company has handled all their loans and deposits with Cornerstone Bank as agreed since that time.

The individuals involved with Swanson, Sinkey and Ellis, Inc. have been excellent to work with since I began my relationship with them 20+ years ago.

As noted previously Swanson, Sinkey, and Ellis is certainly an excellent customer of Cornerstone Bank and excellent character is present in all the individuals involved with the company.

Please contact me with any further questions that you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Wilton".

Daryl Wilton
Executive Vice President
dwilton@cornerstoneconnect.com
402-363-7417

CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

Swanson Russell is a closely held, privately owned company. Dave Hansen and Brian Boesche have been majority owners since 2007. Brent Schott, Greg Wiley and Joe Maguire own a minority interest in the company. No further changes in ownership or control of the company are anticipated during the twelve (12) months following the proposal due date. Swanson Russell will notify the state should any such change occur.

OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

While team members may be selected from both Swanson Russell locations based on talents and expertise, the core team will be working from our Lincoln office.

Principal place of business:

Swanson Russell
1202 P Street
Lincoln, NE 68508
Tel: 402-437-6400
Fax: 402-437-6401

Other major office:

Swanson Russell
14301 FNB Parkway, Suite 312
Omaha, NE 68154
Tel: 402-818-1100

RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Swanson Russell is currently contracted with the Nebraska Game & Parks Commission for marketing and creative services; state contract #84618 (04) valid March 17, 2019, through March 16, 2024.

Swanson Russell previously contracted with the Nebraska Tourism Commission for Tourism Public Relations for the State of Nebraska; state contract #57645 (04) valid July 1, 2013, through June 30, 2016.

BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past five (5) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Sub-contractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No parties named in this proposal response are, or have been, employees of the State within the past five months.

As of April 5, 2019, no employee of any agency of the State of Nebraska is employed by, or is a contractor of, Swanson Russell.

CONTRACT PERFORMANCE

If the bidder or any proposed sub-contractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Swanson Russell has not had a contract terminated for default in the last ten years.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- I.** Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
 - a.** The time period of the project;
 - b.** The scheduled and actual completion dates;
 - c.** The Contractor's responsibilities;
 - d.** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e.** Each project description should identify whether the work was performed as the prime Contractor or as a Sub-contractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- II.** Contractor and Sub-contractor(s) experience should be listed separately. Narrative descriptions submitted for Sub-contractors should be specifically identified as Sub-contractor projects.
- III.** If the work was performed as a Sub-contractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Sub-contractors should identify what share of contract costs, project responsibilities, and time period were performed as a Sub-contractor.
- IV.** Contractor with experience working on social marketing campaigns is required.
- V.** Contractor shall have a minimum of five (5) years of experience in handling advertising and communications campaigns. Experience in handling agricultural campaigns is preferred. In particular, the bidder shall indicate years of advertising experience and describe experience in the following areas:
 - a.** How the Contractor is qualified to provide education, promotion, marketing and advertisement services.
 - b.** Highlight examples of how the Contractor has worked with agricultural advertising and/or marketing campaigns, if applicable.
- VI.** The Contractor's work shall at all times reflect the goals, objectives, and mission of NCB, which is to represent the 23,000 corn farmers in Nebraska.
- VII.** The Contractor will research and stay abreast of the current issues facing agriculture.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE: SUMMARY MATRIX OF SIMILAR EXPERIENCE

Below is a summary matrix of our previous experience with efforts which are similar in size, scope and complexity to what the Nebraska Corn Board is requesting in this RFP.

As a full-service branding, advertising and public relations firm, Swanson Russell is partnered with numerous organizations within, and outside of, the ag industry. For many of these clients, we serve as a single-source provider for all services. For others, we integrate with existing partners to serve the client in the best way possible.

	Account Services and Management	Strategic Planning and Market Research	Strategic Creative Design and Production Services	Media Planning and Buying	Earned Media and Public Relations	Branding and Cooperative Marketing	Industry Partnerships	Presentation, Development and Support
Nebraska Game and Parks Commission	X	X	X	X	X	X	X	X
Nebraska State Fair	X	X	X	X	X	X		X
PERC	X	X	X	X	X	X	X	X
Cattlemen's Beef Board	X	X	X	X	X	X	X	X
Beef Quality Assurance	X	X	X	X	X	X	X	X
AMVAC	X	X	X	X	X	X	X	X
Koch Agronomic	X	X	X	X	X	X	X	X
Minn Kota	X	X	X	X		X	X	X
Artic Cat	X	X	X	X	X	X	X	X
Rain Bird	X	X	X	X	X	X	X	X
Humminbird	X	X	X	X		X	X	X
Hoegemeyer	X	X	X	X	X	X		X
Reinke	X	X	X	X		X	X	X
FMC	X	X	X	X	X	X	X	X
Ag Spray Equipment	X	X	X	X		X		X

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE:

Propane Education & Research Council: Integrated Campaign



Cinch Munson | Senior Vice President, Business Development | Propane Education & Research Council
Direct 202-452-8975 | Fax 202-452-9054 | cinch.munson@propane.com

The Propane Education & Research Council (PERC) is an organization funded by the propane industry. The council provides research and development of clean and efficient uses of propane, plus safety training and consumer education. One of the key markets that PERC communicates with regularly is the ag market. PERC works to build awareness of the benefits of using propane-powered equipment in agricultural settings throughout the United States.

OVERVIEW

Updating Perceptions: Research showed us that most producers thought of propane as an antiquated fuel, powering antiquated equipment. The Propane Education & Research Council wanted to correct this perception with a campaign that would educate producers about everything propane could do on the farm. In March 2017, we began working on a new campaign to change the way producers view propane by highlighting the possibilities of this new energy source, and the benefits of using propane over other fuels.



Print Ad

PROPANE EDUCATION & RESEARCH COUNCIL: INTEGRATED CAMPAIGN



Microsite



Microsite Content

PROPANE EDUCATION & RESEARCH COUNCIL: INTEGRATED CAMPAIGN

RESULTS

A Wide Reach: Running from June 1, 2017, through December 31, 2018, the *Propane Can Do That* campaign had a far reach across the ag market, with measurable impressions that proved the power of a smart media approach:

- Microsite Visits: **121,718**
- Unique Visitors: **101,817**
- Paid Media Impressions: **3,492,956**
- Paid Media-Driven Clicks: **27,948**
- Paid Media-Driven Video Views: **917,059**

Thanks to widespread, consistent messaging, producers are increasingly viewing propane as a leading alternative fuel, with more and more farmers considering propane during their purchasing decisions.



To watch this video, please visit:
<https://clients.portfolio.prodsr.com/p/57464/15940>

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE:

Cattlemen's Beef Board: Producer Communications



Sarah T. Metzler | Director of Organizational Communications | Cattlemen's Beef Board
Direct 303-867-6319 | Fax 303-220-9280 | smetzler@beefboard.org

In 2018, Swanson Russell was selected as the new agency to support producer communications for the Cattlemen's Beef Board.

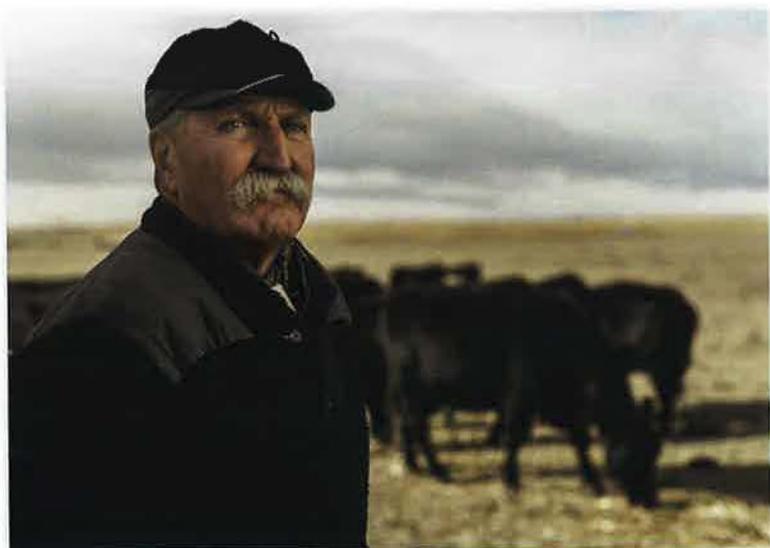
OVERVIEW

Slipping Support: As you know, producer communications help checkoff investors gain a better understanding of the checkoff program by disclosing results, building relationships and education. However, over the last few years, the Cattlemen's Beef Board saw downward trends regarding support of the checkoff, as reported in the annual attitude survey:

- **Producer recall for seeing, hearing or reading about the program had decreased** — from a high of 54% in 2015 to 48% in 2018
- **Awareness of who controls their checkoff was slipping** — 46% said they "don't know"
- **Interest in the checkoff was also low** — 56% said they did not want to know more about the program and its activities (when asked if there were specific topics producers would like their checkoff to address, 58% said no)

The Red Flag: This general lack of knowledge and apathy to the checkoff was a red flag. Those findings indicated an absence of broad support for producer communications and suggested that it was time to hit pause on the current efforts in order to take a fresh look at the program.

The DRIVE
How your dollar drives demand for beef.



STRATEGIES AND TACTICS

Refocusing the Picture: Starting in October 2018, Swanson Russell put together a strategy that recognized the need for a stronger overall relationship between producers and the Beef Checkoff Program, including state beef councils. The plan refocused the program, emphasizing the need to build stronger awareness, familiarity, and trust in how the checkoff is managed and how dollars are being used.

This was accomplished through the development and execution of the following strategies:

- **A producer listening platform** that amplifies listening beyond the annual producer attitude survey
- **An integrated producer communications program** consisting of an awareness and engagement campaign and State Beef Council support
- **A public relations program** consisting of thought leadership, crisis communications, influencer communications and media relations

Creating a Publisher: Central to all of these strategies working together effectively was the idea that the Cattlemen's Beef Board needed to think and act like a publisher. This approach began with the development of a branded publishing platform to make it easier for producers to find information about their checkoff program. We named this platform, *The Drive*.



Print

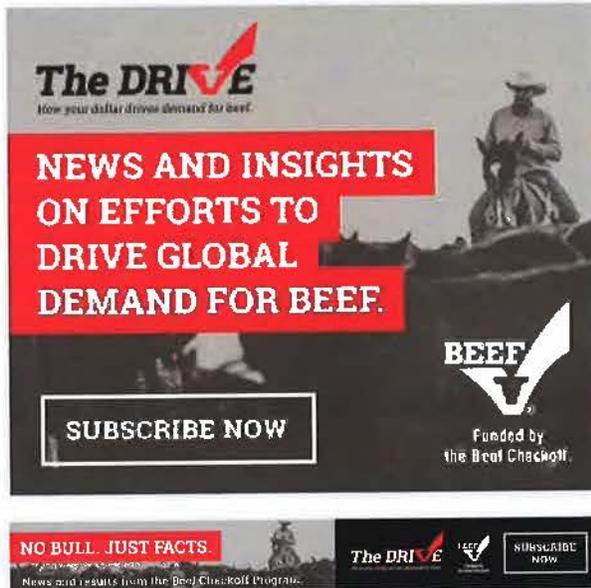
Using the same strategies that define a publisher's success, we:

- **Developed a comprehensive editorial calendar** covering all media and led by themes in order to ensure we distribute fresh and relevant content on a steady basis
- **Established relationships** with contractors and state councils to create a content funnel
- **Developed a promotional plan** including digital ads and a landing page to build awareness of the publishing platform and drive subscriptions
- **Published content in multiple channels** to ensure we delivered our messages in the mediums producers prefer
- **Continue to gather analytics**, track what resonates and what doesn't, and optimize the platform and content for greater impact

All work was completed internally at Swanson Russell.

RESULTS

The Drive to Success: First launched online in January 2019, this campaign continues to be met with incredible enthusiasm by the Cattlemen's Beef Board and several state councils. *The Drive* has sparked a resurgence in awareness and engagement in our target audience. Although *The Drive* has only been live for a few months, early indications from the recently completed producer attitude survey and qualitative input from board members, contractors and state executives suggest we have begun to reverse the long decline in producer support the Cattlemen's Beef Board has experienced.



Digital Ads

Email



Landing Page

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE:

Nebraska State Fair: Integrated Campaign

Lori Cox | Executive Director | Nebraska State Fair
Direct 308-382-1685 | Fax 308-384-1555 | Lcox@statefair.org



In 2018, we worked with the Nebraska State Fair to create a marketing campaign which gave this 149-year-old event a fresh face that would appeal to rural and urban audiences alike.

OVERVIEW

A Growing Distance: In 2010, the Nebraska State Fair was relocated from Lincoln — where it had been for over 100 years — to Grand Island. This took the fair farther away from the most populous part of the state. While the move helped secure new facilities and steady attendance from central and rural areas, there was a decline in attendance from the two most populous markets.

In order for the Nebraska State Fair to maintain and grow its presence as the state's largest event, it must draw more attendance from the two major urban centers, Omaha and Lincoln, which are 150 miles and 75 miles in distance from the fairgrounds. In addition to being a much longer drive for the key urban areas, the fair must compete with a diverse array of entertainment venues and events. Simply, the Nebraska State Fair needed to convince urban audiences that it is worth the drive to experience it.

Driving Change: The primary goal of the 2018 campaign was to increase attendance of those living over 75 miles away from the fairgrounds. To accomplish this, the fair needed to appeal to and be relevant to younger, urban audiences, while at the same time staying true to the heritage of the State Fair brand. A secondary goal was to increase the average number of days people spend at the fair.

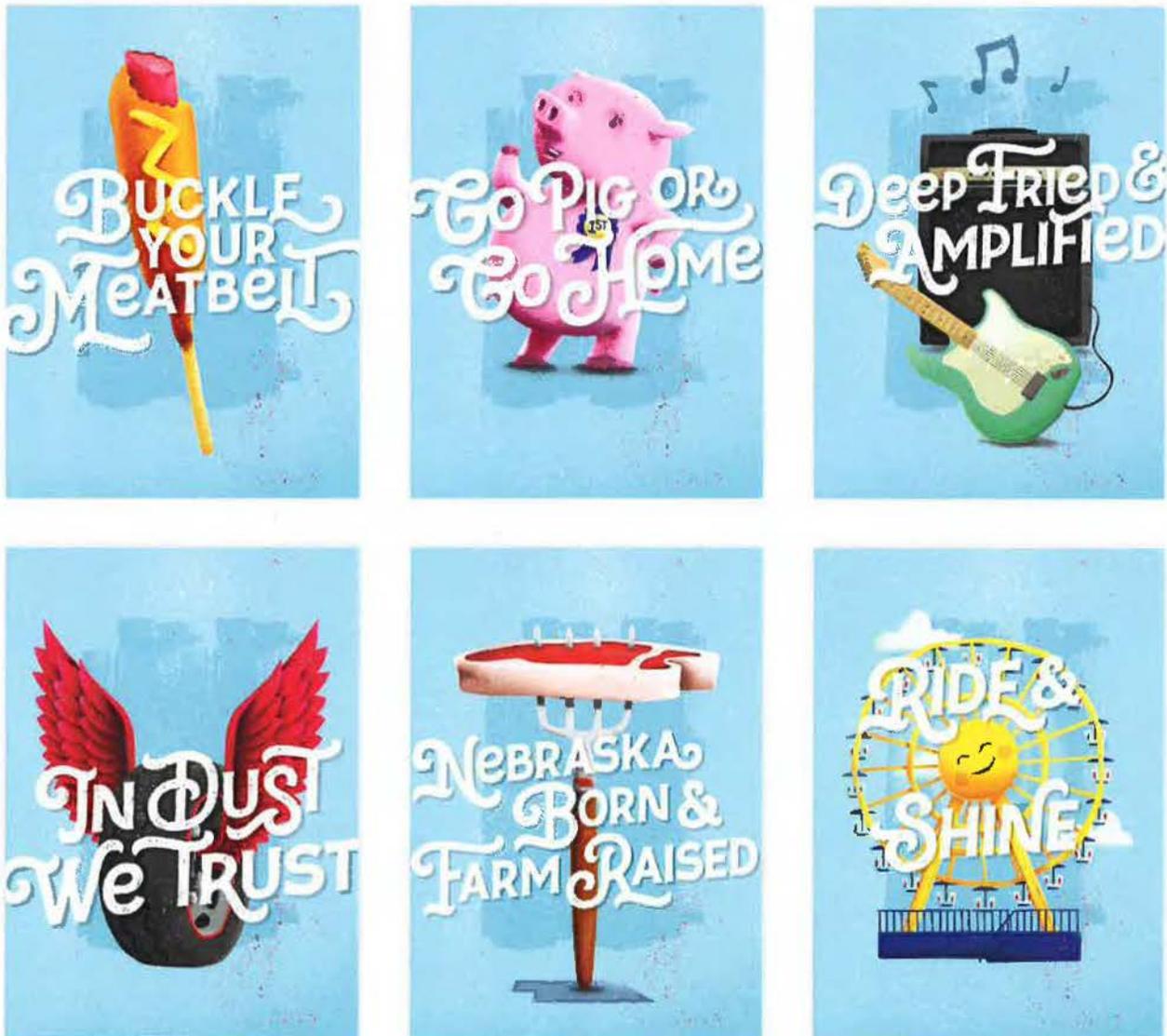
Work began in March 2018 to accomplish these goals.



STRATEGIES AND TACTICS

The Mini Reasons: The Nebraska State Fair experience is the sum of many micro-experiences within the fair — from enjoying the unique cuisine of deep-fried Twinkies, cotton candy and corndogs to an up-close experience of watching the birth of a calf, to catching hot music acts under the stars. Rooted in each individual experience is the essence of the Nebraska State Fair brand which evokes pride, nostalgia and tradition that connects all Nebraskans whether they are young or old, urban or rural. To that extent, strategies focused around amplifying niche experiences to leverage individual interests and motivations.

The creative approach included custom illustrations and quirky, catchy headlines aimed at appealing to younger, urban populations. The moniker, *Let Your Fair Flag Fly*, led the theme that no matter your personal interest or passion, you can fulfill it at the Nebraska State Fair. Included were subtle unifying messages of state pride and unique attributes Nebraskans share no matter what their individual reasons were to attend the fair.



Posters

NEBRASKA STATE FAIR: INTEGRATED CAMPAIGN

Attention All Nebraskans: The marketing strategies included a mix of traditional, digital, social media and out-of-home targeted to specific audience segments — families, aggies, foodies, concert enthusiasts, thrill-seekers and animal lovers. Social media was used to enable user-generated content and establish fear of missing out (FOMO). Even guerrilla tactics lined the floors and pumps of gas stations throughout the state.

In order to craft messaging and tactics which were on target, we reviewed surveys from previous fairs and engaged in social listening to identify niche audiences. Targeting profiles were developed for each audience segment and each social platform, and digital remarketing tactics and geo-fencing around special events were used to follow audience interests such as concerts, motor sports and agriculture. Additional tactics included creating a quiz and contest on social media platforms, "How Nebraskan Are You?" to further engage audiences and capture email addresses. The quiz generated an additional 2,500+ new contacts for the State Fair email database.

All work was completed internally at Swanson Russell.



Outdoor

NEBRASKA STATE FAIR: INTEGRATED CAMPAIGN

RESULTS

Fairing Exceptionally Well: Campaign work was completed on time for a July 2018 launch, and the campaign ran through September 2018. Despite record rainfall, which forced the two headline concerts indoors, and poor weather throughout the majority of the eleven-day event, the State Fair saw an increase in the two primary key measures of success.

The campaign successfully convinced an additional 15,000+ urbaniles to travel the distance to the 2018 Nebraska State Fair. Attendees traveling more than 75 miles increased from 36% in 2017 to 41% in 2018.

Marketing efforts also helped push the average number of days attended from 2.10 days in 2017 to 2.97 in 2018.



To watch this video, please visit:
<https://clients-portfolio.prodsr.com/p/57464/15939>



Social Media

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

One of the drivers behind our longevity and success is our agency culture. Our culture is an important part of who we are. For us, culture is so much more than a cool workspace, great benefits or a mission statement. Our strong agency culture is key to recruiting and retaining top talent, which not only benefits our company, but our clients as well. Our culture is based on our agency's five core values:

1. Be Honest

We do what we say and say what we do. We respect whoever we're talking to by shooting them straight.

2. Be Real

Whether we're talking to a colleague, a client or the target audience — we never fake it.

3. Be Hungry

There's always a bigger, better idea out there. We stay persistent enough to explore it.

4. Be Thankful

We're lucky to be in the business of ideas and to work with people who value ours. And we never forget it.

5. Be a Team

Game-changing ideas happen when we demand the most of ourselves, of each other and of our clients.

Our approach to managing this project is centered around the account director (Andrew Warner) as the strategic lead, and the account manager (Tammi Marsh) as the day-to-day lead. Following are the resumes of the proposed team who will work with these account service leaders to most effectively address each communication effort. This ensures the right combination of Swanson Russell staff is always in place.

Following are the resumes (see pages 29-33) of the proposed team who will work with the Nebraska Corn Board.



ANDREW WARNER

Title: Account Director

Reports to: Brent Schott, Executive Vice President/Managing Director

Academic Background & Degree: Bachelor's in Journalism, Truman State University

Understanding of the Process: Andrew brings more than 22 years of strategic planning and marketing experience across a variety of industries either direct or through clients including agriculture, animal health, human health, telecommunications, global power engineering and non-profit. He is currently working with both the Cattlemen's Beef Board and The National Cattlemen's Beef Association – Beef Quality Assurance Program.

Time with Agency: 6 months

Hometown: Lenexa, Kansas

References: Mark Perrin – President/Owner

LandaJob | 8700 State Line Road, Suite 330 | Leawood, KS 66206 | 816-523-1881

Brent Schott – Executive Vice President/Managing Director

Swanson Russell | 1202 P St | Lincoln, NE 68508 | 402-437-6400

Suzanne Levy – Senior Integrated Marketing Manager, RSA Global Campaigns

Dell Technologies | 1 Dell Way | Round Rock, TX 78682 | 913-907-5182



TAMMI MARSH

Title: Senior Account Manager

Reports to: Katie Sands, Vice President/Account Director

Academic Background & Degree: Bachelor's in Journalism and Sculpture, Doane College

Understanding of the Process: Tammi is responsible for working closely with the Project Manager on the day-to-day projects and is responsible for keeping projects on timeline and budget. With more than seven years of experience, Tammi has had the opportunity to work with brands such as E-Z-GO, Textron Specialized Vehicles, Arctic Cat Snowmobiles and Vista Professional Outdoor Lighting.

Time with Agency: 8 months

Hometown: Hartington, Nebraska

References: Morgan Schaffer – Marketing Director

Textron Specialized Vehicles | 1451 Marvin Griffin Rd | Augusta, GA 30906 | 706-825-6040

Andrew Swenson – Director of Enrollment Marketing

University of Nebraska – Lincoln | 312 N 14th St | Lincoln, NE 68588 | 402-641-9920

Sarah Beth Fanning – Marketing Manager

Textron Specialized Vehicles | 1451 Marvin Griffin Rd | Augusta, GA 30906 | 706-622-0067



TAMMY CALDWELL

Title: Senior Project Manager

Reports to: Dick Placzek, Executive Vice President/Director of Client Services

Academic Background & Degree: Degree in Word Processing/Secretarial, Lincoln School of Commerce

Understanding of the Process: With over 19 years of experience, Tammy has been a crucial part of our full-service marketing communications agency, assisting clients with a wide variety of marketing tactics. As one of our senior project managers, she helps in onboarding and training of all new agency hires, as well as continued training and support of Swanson Russell account service employees. This role has taken on increasing importance as marketing tactics and technology continues to evolve. In her role as a project manager for various outdoor recreation clients, such as Leupold, Minn Kota, Cannon, SIG SAUER, Bullet Weights and Hodgdon, Tammy works with client contacts and our internal team to keep work moving, keep work accurate, and to ensure timelines are met. Tammy also has a farming background which includes livestock and crop production on their family farm in Platte county.

Time with Agency: 19 years

Hometown: Columbus, Nebraska

References: Brad Henry – Brand Manager, Minn Kota & Cannon

Johnson Outdoors | 555 Main Street | Racine, WI 53403 | 262-631-6728

Joe Brown – Senior Business Director, Marketing

Johnson Outdoors | 555 Main Street | Racine, WI 53403 | 262-631-6728

Mark Lane – Director of Sales & Marketing

Peak Nano | 8951 Cypress Waters Blvd, Suite 140 | Coppell, TX 75019 | 703-678-5900



JODI HOATSON

Title: Senior Public Relations Counsel

Reports to: Kellie Wostrel, Senior Vice President/Director of Public Relations

Academic Background & Degree: Bachelor's in Journalism, University of Nebraska – Lincoln

Understanding of the Process: Jodi brings more than 25 years of journalism, publishing and public relations experience to the team. Growing up in a farming and ranching family, her focus on agriculture has led her to handle corporate communications, media relations and content creation (newsletters, magazines, seed catalogs) for clients including: Golden Harvest Seeds, Hoegemeyer Hybrids, Reinke Manufacturing, Koch Agronomic Services and Lindsay Corporation.

Time with Agency: Less than 6 months

Hometown: Sutherland, Nebraska

References: Jacob Knipp – Marketing Administrator

Reinke Manufacturing | 1040 Road 5300 | Deshler, NE 68340 | 402-365-7251

Dirk Lenie – Director of Marketing (retired)

Lindsay Corporation | 18135 Burke Street | Omaha, NE 68022 | 402-672-0168

Brenda Christensen – Marketing Manager

Rob-See-Co | 1015 N 205th Street | Elkhorn, NE 68022 | 402-218-1356



STUART ADAMS

Title: Media Planner

Reports to: Kay Wigle, Vice President/Media Director

Academic Background & Degree: Bachelor's in Business Administration with emphasis in Marketing, Truman State University

Understanding of the Process: Stuart understands the process of media planning and buying through his 22 years of media work on a wide variety of clients — local, regional, national and international. These clients have had diverse objectives and goals, necessitating an intimate knowledge of the strengths and uses of all media types: television, radio, print, out-of-home, social and digital.

Time with Agency: 7 years

Hometown: Kansas City, Missouri

References: Doug Catt – Vice President, Crop Division

Farm Journal Media | 8725 Rosehill Road, Suite 200 | Lenexa, KS 66215 | 913-948-4694

Terry Butzirus – Regional Sales Manager

Farm Progress Media | 4131 Pioneer Woods Dr, Suite 103 | Lincoln, NE 68506 | 402-489-9353

Wade Critser – National Advertising Accounts

DTN/Progressive Farmer | 3540 S HWS Cleveland Blvd | Omaha, NE 68130 | 402-980-3417



LISA LORRAINE

Title: Senior Vice President/Director of Creative Development

Reports to: Brian Boesche, Partner/Chief Creative Officer and Greg Wiley, Executive Vice President/Executive Creative Director

Academic Background & Degree: Bachelor's in Graphic Design and Mass Communications, Morningside College

Understanding of the Process: Lisa is responsible for the overall direction of creative work with a commitment to bringing the agency's brand promise of Real Connection™ to life. With over 17 years of experience and thought leadership, she works tirelessly to develop solutions that are unique, engaging and drive business results. Lisa has a history of leading both consumer and business-to-business accounts including Textron Off Road, Union Bank & Trust, Arctic Cat, SiteOne Landscape Supply, Briggs & Stratton, E-Z-GO, and SCUBAPRO. As the director of creative development, Lisa also serves as the organization's lead advocate and proponent of creative thinking and staff development. She works with leadership to identify and implement personnel goals related to departmental excellence ensuring an on-going environment of innovative thinking and creativity.

Time with Agency: 17 years

Hometown: Lincoln, Nebraska

References: Morgan Schaffer – Marketing Director

Textron Specialized Vehicles | 1451 Marvin Griffin Rd | Augusta, GA 30906 | 706-825-6040

Grace Miller – Strategic Marketing Director

TRU Simulation + Training | 5 Alliance Dr | Goose Creek, SC 29445 | 843-574-5257

Dan Roche – Director of Marketing, Commercial Products

Briggs & Stratton | 12301 W Wirth St | Wauwatosa, WI 53222 | 414-259-5661



JEFF DEANS

Title: Senior Writer/Producer

Reports to: Charlie Stephan, Vice President/Creative Director

Academic Background & Degree: Master's in Advertising, Marketing & Communications, University of Nebraska – Lincoln; Bachelor's in Psychology and Communication, Nebraska Wesleyan University

Understanding of the Process: Jeff brings more than 15 years of writing and production experience to creative marketing projects, plus more than five years of hometown experience detasseling corn, laying irrigation pipe, cutting musk thistle and other hands-on ag work. He's a central part of the concepting, writing and production work for brands including Rain Bird, Cushman, Jacobsen, New Holland, Pepsi, E-Z-GO and SiteOne Landscape Supply.

Time with Agency: 7 years

Hometown: Lexington, Nebraska

References: Jo Uhles – Marketing Communications Manager
E-Z-GO | 1451 Marvin Griffin Rd | Augusta, GA 30906 | 706-792-5742
Brent Barkley – Global Marketing Group Manager
Rain Bird | 6991 E Southpoint Rd | Tucson, AZ 85756 | 865-384-1978
Kirk Anderson – Chief Executive Officer
LinPepCo. | 1901 Windhoek Dr | Lincoln, NE 68512 | 402-423-7330



LOGAN BARTELS

Title: Associate Art Director

Reports to: John Kloefkorn, Vice President/Creative Director

Academic Background & Degree: Bachelors of Fine Arts in Visual Communications, University of Nebraska – Kearney

Understanding of the Process: Logan is an award-winning associate art director, who joined Swanson Russell in 2013 as a designer. A believer in big ideas backed by intelligent design, his stellar work has kept him moving steadily upwards at the agency. He puts his experience to work for a variety of Swanson Russell's accounts, including Humminbird, Minn Kota, Leupold, Nosler, Bullet Weights, Nebraska Game & Parks, and others.

Time with Agency: 5.5 years

Hometown: Tobias, Nebraska

References: Kate Koehler – Marketing Manager
Koch Agronomic Services | 4111 East 37th Street N | Wichita, KS 67220 | 316-828-5045
Don Farrall – Owner/Photographer
Light-Works Studio, Inc. | 2348 N Street | Lincoln, NE 68510 | 402-476-7232
Adam Dibble – Senior Marketing and Erosion Control Brand Manager
PROFILE Products LLC | 750 W Lake Cook Rd, Suite 440 | Buffalo Grove, IL 60089 | 847-353-2147



KYLIE LEGREE

Title: Digital Strategist

Reports to: Tony Sattler, Vice President/Director of Digital Strategy

Academic Background & Degree: Bachelor's in Marketing with a minor in Journalism; University of Iowa

Understanding of the Process: Kylie joined Swanson Russell two years ago after working for a larger digital advertising agency in Kansas City. During her time in Kansas City, she contributed to integrated digital marketing campaigns for clients such as Wendy's and Dairy Queen. Since joining Swanson Russell, Kylie has transferred her digital marketing efforts to working with clients such as AMVAC, Koch Agronomic Services, Rain Bird and Cattlemen's Beef Board.

Time with Agency: 2 years

Hometown: Lincoln, Nebraska

References: Neil DeStefanor – Director, Portfolio and Marketing/eCommunications Management
AMVAC | 4100 E Washington Blvd | Commerce, CA 90023 | 267-879-1251

Sarah Melzler – Director of Organizational Communications
Cattlemen's Beef Board | 9000 E Nichols Ave, Suite 215 | Centennial, CO 80112 | 303-867-6319

Kate Koehler – Marketing Manager
Koch Agronomic Services | 4111 East 37th Street N | Wichita, KS 67220 | 316-828-5045



KAYLEE MINNICK

Title: Digital Producer

Reports to: Kylie Legree, Digital Strategist

Academic Background & Degree: Bachelor's in Journalism with an emphasis in Advertising/Public Relations; Bachelor's in Business Administration with an emphasis in Marketing, University of Nebraska – Lincoln

Understanding of the Process: Kaylee collaborates with the account service, creative and development teams to bring ideas to life. From planning and implementation to performance measurement/analysis, she works to ensure campaign strategies are on point and effective in the digital space.

Time with Agency: 2.5 years

Hometown: Hartington, Nebraska

References: Danielle Leeper – Corporate Communications

Gowan Company | 370 South Main Street | Yuma, AZ 85364 | 928-539-5497

Kate Koehler – Marketing Manager

Koch Agronomic Services | 4111 East 37th Street N | Wichita, KS 67220 | 316-828-5045

Katie Mattbie – Brand and Communications Coordinator

Koch Agronomic Services | 4111 East 37th Street N | Wichita, KS 67220 | 316-223-4035

SUB-CONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- I.** name, address, and telephone number of the Sub-contractor(s);
- II.** specific tasks for each Sub-contractor(s);
- III.** percentage of performance hours intended for each Sub-contract; and
- IV.** total percentage of Sub-contractor(s) performance hours.

Swanson Russell does not anticipate using any subcontractors based on the scope of work outlined in this RFP.

While we maintain these services in-house, we do access and utilize outside partners when necessary. These may include research, printing services, audio/visual production, music and interactive displays. Our goal is always to deliver the best product possible, on time and on budget. Determining how best to accomplish that is a critical component in the overall success of any given effort.

If the need for a subcontractor should arise, Swanson Russell will provide options to the Nebraska Corn Board, discuss potential partners thoroughly (including information listed in the question above), and secure the approval of the Nebraska Corn Board prior to proceeding.

SECTION II

TERMS & 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:
AS			

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:
ES			

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 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:
			

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:
			

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:
<i>DRS</i>			

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:
<i>DRS</i>			

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:
<i>DRS</i>			

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:
RS			

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:
RS			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, 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:
<i>DRS</i>			

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:
<i>DRS</i>			

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:
<i>ERS</i>			

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:
<i>ERS</i>			

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:
<i>ERS</i>			

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:
SRS			

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:
BRS			

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 formal 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.

SECTION III

CONTRACTOR DUTIES



SECTION III

CONTRACTOR DUTIES



A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
			

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

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

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

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their 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:
BKS			

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:
BKS			

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:
			

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.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<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:
			

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:
			

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:
<i>BRS</i>			

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:
<i>BRS</i>			

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:
<i>BRS</i>			

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:
<i>BRS</i>			

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:
<i>SR</i>			

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.

SECTION **IV**

PAYMENT



A. PROHIBITION AGAINST ADVANCE PAYMENT (STATUTORY)

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

B. TAXES (STATUTORY)

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

C. INVOICES

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

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:
			

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:
			

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:
			

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:
			

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.

SECTION **V**

**PROJECT DESCRIPTION
& SCOPE OF WORK**



A. PROJECT OVERVIEW

The Nebraska Corn Board (NCB) is seeking the professional services of a Contractor to provide Advertising Services and serve as a collaborative partner in the development, implementation and evaluation of new and existing promotional/marketing campaigns and programs. This RFP is to identify the most qualified contractor to carry out these aspects of NCB's promotional objectives, to serve as contractor of record, and to provide media services, creative development and assistance with new media use, social media marketing, earned media opportunities, and seeking industry sponsorships and promotions as needed.

The mission of the Nebraska Corn Board is to increase the value of corn by creating opportunities. It is an agency of the State of Nebraska and is responsible for developing, carrying out and participating in programs of research, education, market development and promotion to enhance profitability (viability) and expand the demand and value of Nebraska corn and value-added corn products. From ethanol to exports — from livestock feeding to bio-based plastics — the Nebraska Corn Board develops and supports numerous projects designed to increase the demand for Nebraska corn — and to enhance the profitability of Nebraska corn growers. The NCB is solely funded by a mandatory 1/2 of a cent per bushel corn checkoff, which is disbursed by the nine-member board of directors. The goal in NCB's communications is to reach the following audiences: farmers, consumers (including influencers, millennials, youth and vehicle owners) and media.

NOTE: A single contractor or multiple contractors may be selected depending on the capabilities and capacity of the advertising/marketing agency submitting a bid.

B. PROJECT ENVIRONMENT

The Contractor must work collaboratively with the NCB board of directors and staff to promote and strengthen relationships with consumers (including influencers, millennials, youth and vehicle owners), the media and the agricultural community. The Contractor shall uphold the same vision and service to which NCB is committed.

C. PROJECT REQUIREMENTS

The Contractor shall research and understand agricultural trends, trends in media consumption and public viewpoints relating to corn, agriculture and food production. The Contractor will be working with NCB's communication committee, and shall become familiar with NCB's budget process.

Due to the fluidity of the industry, consumer trends and the allocation amount of the board's budget, communication and marketing initiatives have the potential to change rapidly based on the needs and resources of NCB. Budgets shown are not to be construed to be a minimum or maximum amount.

NCB must have direct access, editing capabilities and final decision of all advertising/marketing content developed on behalf of NCB, including, but not limited to, web files, database records, multi-media materials, web code, design templates, graphic designs and video files.

D. SCOPE OF WORK

The fulfillment of the requirements listed below will be at the direction of NCB. Due to the dynamic nature of the work contemplated and the resulting contract, the percentage of time spent on the items delineated below will be fluid, with greater emphasis being put on certain areas at different times. This is considered a normal part of the services being contracted.

Nebraska Corn Board reserves the right to award specific responsibilities to separate contractors.

Once the Contractor(s) has/have been selected, the NCB will meet with them to develop specific budgets for the 2019-20 fiscal year. These budgets must be completed in time for review and approval by the NCB at its May 2019 budget meeting.

1. CornsTalk NEWSLETTER

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.

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.

The Contractor will be responsible for the following:

- a. Working with NCB to identify the theme, topics and schedule for each issue;
- b. Conducting research, interviews and fact-finding;
- c. Creating the content and design for each edition;
- d. Sourcing photography and graphics as required;
- e. Soliciting at least three printing bids for each edition;
- f. Working with the selected printer to ensure timely delivery and accurate shipping; and,
- g. 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.

With an experienced team of public relations professionals who have a vast background in ag, plus one of the area's largest pools of creative and digital design talent, Swanson Russell has an abundance of skills and resources. This gives us the power to build the Nebraska Corn Board a smart, sophisticated newsletter program across multiple platforms. **For a full response about how we create great newsletters, see Attachment A (pages 66-68).**

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.

Thanks to our long history in ag, the Swanson Russell media team has an understanding of ag media which few agencies can match. This gives us an enhanced ability to negotiate and build a media plan for the Nebraska Corn Board that reaches each audience in the most effective and efficient way possible.

For a full response about our rigorous approach to media planning, see Attachment A (page 69).

3. CREATIVE DEVELOPMENT, DESIGN AND PRODUCTION SERVICES

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:

- a. Trade show banners and displays;
- 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.

Swanson Russell has a large pool of over 70 creative professionals in diverse fields including print and digital design, copywriting, illustration, video editing, and sound design. This diversity of skill sets allows us to create world-class work for the Nebraska Corn Board in all mediums, including print, digital, video, radio and more. **For a full response about our diverse creative capabilities, see Attachment A (pages 70-75).**

4. WEBSITE UPDATES, MANAGEMENT AND MAINTENANCE

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:

- a. Provide maintenance and support as required;
- b. Post content and graphics as requested by NCB; and,
- c. Make recommendations on upgrades, changes in functionality, etc. as appropriate.

Note that NCB also manages www.AmericanEthanolNE.org. The Contractor will be asked to assist with this site in a similar fashion as needed.

Swanson Russell has invested in building one of the region's top digital marketing and web development teams, and we currently manage over 50 client websites on a variety of platforms. From ongoing content updates and security patches to server maintenance and functionality upgrades, we are prepared to handle all web management requests for the Nebraska Corn Board and the American Ethanol site.

For a full response about our expansive digital capabilities, see Attachment A (page 76-78).

5. VIDEO PRODUCTION

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. These may include, but are not limited to:

- a. Educational videos; and,
- b. Television commercials.

Web-based videos to support promotions or other outreach initiatives.

The Swanson Russell motion graphics team is one of the fastest-growing departments in our agency. Our team has the resources and skill sets to master any Nebraska Corn Board video project, from in-depth educational videos and broadcast commercials to web-based videos that support promotions and outreach initiatives. **For a full response about how we create dynamic video content, see Attachment A (pages 79-83).**

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 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 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.

Swanson Russell has a three-tiered approach to account services and management designed to provide a wide range of insight and accountability for the Nebraska Corn Board. This approach will include an account director (Andrew Warner) as the senior-level account team leader, a senior account manager (Tammi Marsh) and a project manager (Tammy Caldwell). **For a full response about how our account services team drives our work, see Attachment A (pages 84-87).**

E. CHANGE MANAGEMENT

This service is dynamic in nature. As such, there will be natural project dynamics built into the process as well as change management that will need to be addressed.

There may arise from time to time a need for work not originally specifically delineated but considered within the scope of work. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section V.E. Scope of Work.

The Contractor may submit change orders which fall under change management as described below. An hourly rate for change management must be included on Cost Proposal. The change order must be acknowledged and accepted in writing by NCB before any additional work is undertaken. Each change order request submitted by the Contractor will:

1. Provide a clear description of what is included in each change request;
2. Delineate impacts to the project's scope or budget;
3. Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.); and,
4. Support the change management process by estimating impacts, investigating solutions, identifying alternatives, participating in the decision-making process, and implementing the agreed-upon solution.

F. PERFORM IMPLEMENTATION

The Contractor will be expected to implement projects in full. However, the Contractor may not be granted an exclusive contract. NCB reserves the right to retain additional media, marketing or communications services as necessary during the life of the contract.

G. DELIVERABLES

The deliverables for this contract are referenced in Attachment A Technical Requirements and Cost Proposal.

H. ADDITIONAL INFORMATION

The Contractor will keep in its care, for a reasonable period of time, all advertising materials provided to the Contractor by NCB. The Contractor will treat these materials as NCB property and use caution to secure their return from third parties.

SECTION ATTACHMENT A

**TECHNICAL
REQUIREMENTS**



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.

1. CornsTalk NEWSLETTER

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.

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.

The Contractor will be responsible for the following:

- a.** Working with NCB to identify the theme, topics and schedule for each issue;
- b.** Conducting research, interviews and fact-finding;
- c.** Creating the content and design for each edition;
- d.** Sourcing photography and graphics as required;
- e.** Soliciting at least three printing bids for each edition;
- f.** Working with the selected printer to ensure timely delivery and accurate shipping; and,
- g.** 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.

Swanson Russell employs a team of public relations and communications professionals who work together with clients to develop and execute messaging across multiple platforms. Our team has a vast background in agriculture, so we're able to communicate industry information in an understandable way to multiple audiences. With our work experience in agronomy, livestock and farm machinery, we can cover a wide range of ag-related topics and easily translate them into compelling content.

Our team has newsletter experience which covers all areas of content creation. From identifying stories and researching trends to sourcing photography, interviewing farmers and writing articles, we cover all steps of the newsletter publication process for our clients.

For CornsTalk, our Real Connection™ process will be employed to ensure an in-depth understanding of the strategic objectives of the newsletter. We will begin the project by working with the Nebraska Corn Board to review the strategic plan and the current publication. Our data reporting experts will interpret those results to find out what's working and where there is opportunity for improvement.

Then, our public relations professionals will identify topics, research issues and write meaningful content. Our creative team will be engaged with every issue, ensuring that stories are designed and visualized in an effective and impactful way. The entire team is selected based on industry experience, to ensure ag expertise.

When the need arises for external vendors, Swanson Russell will work with the Nebraska Corn Board to solicit bids, review the qualified options and select the most adequate vendor for the project. When possible, Nebraska-based vendors will be pursued.

Our media experts have built relationships with publications across the state. This will allow us to negotiate the best possible scheduling, insertion dates and quantities to meet the needs of the Nebraska Corn Board.

The account management team will oversee work and ensure the creative and distribution timelines are fulfilled with the various media properties.

The following examples show how this collective effort can lead to high-quality publications.

CATTLEMEN'S BEEF BOARD: THE DRIVE



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.

The Swanson Russell media department is made up of 13 professionals dedicated to providing sound counsel to clients based on their individual marketing needs.

We work with key stakeholders to develop and execute plans through our media planning process, taking time to understand campaign goals and objectives in order to reach the target audience through the most effective and efficient channels.



Our background with agricultural and rural lifestyle clients gives us a unique understanding of the Nebraska farmers' needs and how to best reach them. This includes extensive experience with consumer and farmer education programs. However, we need to be mindful of the ever-changing media landscape and how corn producers consume emerging media. Our agnostic approach will lead us to select the most effective and efficient media based on where, when and how the audience prefers to gather information, whether it is traditional or digital. Evaluation and optimization of advertising will allow us to test new ideas and provide continued support for your messaging.

We work with industry partners to keep abreast of corn producer media habits, and the department has dedicated itself to continuing education through regular meetings and presentations related to advertising trends. We use all media tools and resources available to us in order to recommend and evaluate. These include SRDS, AMR, NAFB, AgriMedia Council, Nielsen, DoubleClick, Google Analytics, MRI and USDA as well as many other sources.

Swanson Russell has expertly reviewed and placed a wide variety of agricultural and consumer media within Nebraska, and we have the flexibility to coordinate with multiple organizations. This includes print (magazine and newspaper), television, radio, direct mail, email and outdoor (billboards, theater, vehicle wraps, gas pumps, etc). Our digital placement experience runs the gamut from search engines and video ads to social media campaigns and more.

3. CREATIVE DEVELOPMENT, DESIGN AND PRODUCTION SERVICES

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:

- a. Trade show banners and displays;
- 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.

Swanson Russell has a large pool of over 70 creative professionals — giving us a total capacity that few Midwest agencies can match. We work hard to hire and retain the area's top talent in diverse fields including print and digital design, copywriting, illustration, video editing, sound design and more. Once on board, creative employees participate in discipline-specific continuous improvement programs, plus immersive industry-specific experiences like worksite visits and in-person Q&A with ag professionals. This ensures they have a current, in-depth understanding of their work.

Every project or campaign will begin with an exploration of the marketing strategy that underpins our creative work. This includes our Real Connection™ process — where core team members combine real-world industry exposure with market research to better understand the connection between your audience and your brand.

Beyond this core group, our sizable and diverse team of creative professionals lets us build customized project teams based on the technical and creative requirements of each job, allowing us to accomplish objectives in the most efficient and effective way possible. This approach allows us build award-winning creative work in all mediums including print advertising, collateral, trade show displays, online campaigns, transit, video, radio and more.

Some projects may require external vendors, including photographers, video production companies, voice talent agencies and more. In these instances, we will work with the Nebraska Corn Board to vet numerous options and select the right vendor to meet the needs of the job. When possible, Nebraska-based companies will be sought.

Depending on the scope of work, a dedicated project manager or digital producer will manage the project work plan, deadlines and deliverables. We have refined processes for executing everything from trade show displays, print advertising and collateral materials to digital campaigns, video projects and radio spots.

The examples on the following pages illustrate how our Real Connection™ approach to creative development can help us reach audiences in a more impactful way.



Trade Show Booth



Banner Stand



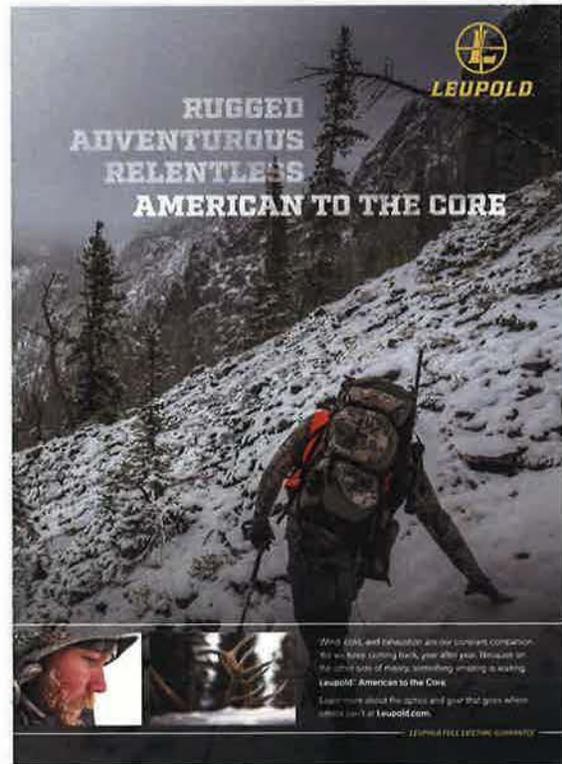
Challenge Results Monitor



Registration Form

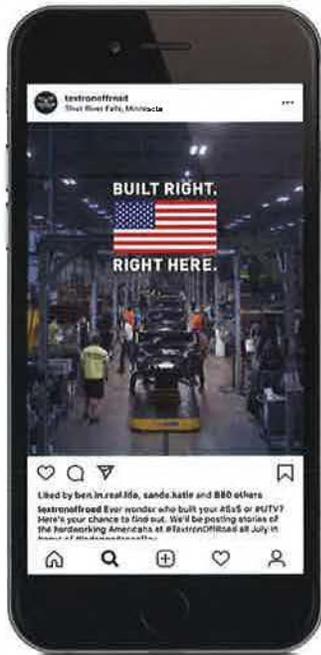


Catalog Spread



Print Ads

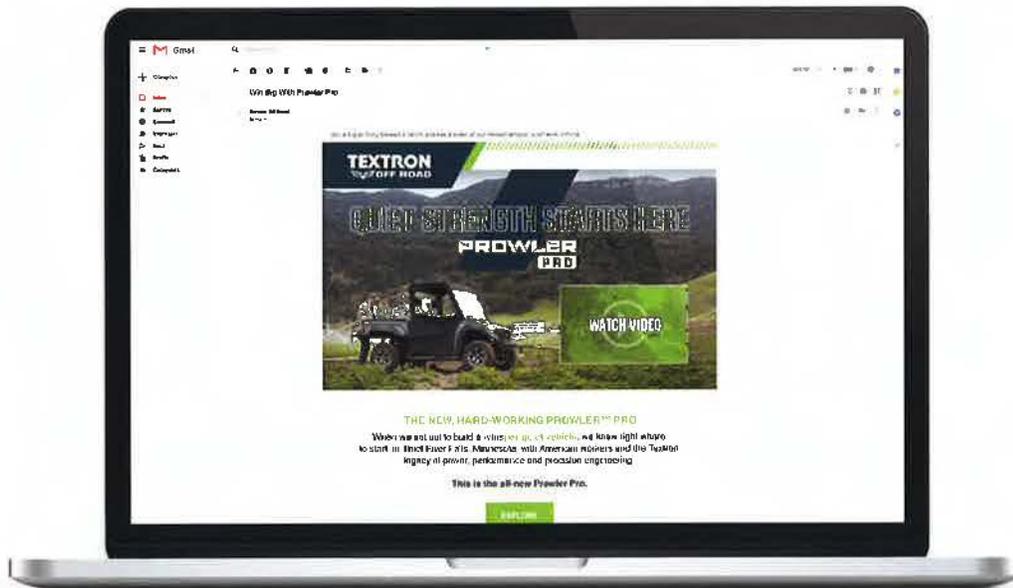
TEXTRON OFF ROAD | DIGITAL AND SOCIAL CAMPAIGN



Social Media



Digital Ads



Email





Direct Mail



Sales Brochure

RUNZA: BUS SIGNAGE | TRANSIT



4. WEBSITE UPDATES, MANAGEMENT AND MAINTENANCE

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:

- a. Provide maintenance and support as required;
- b. Post content and graphics as requested by NCB; and,
- c. Make recommendations on upgrades, changes in functionality, etc. as appropriate.

Note that NCB also manages www.AmericanEthanolNE.org. The Contractor will be asked to assist with this site in a similar fashion as needed.

Swanson Russell has invested in building one of the region's top digital marketing and web development teams. With a staff of 25+ digital professionals, Swanson Russell is well versed in developing and maintaining websites, apps, and digital campaigns. In fact, our digital team currently manages over 50 client websites on a variety of different platforms, including WordPress, Drupal and a host of enterprise .NET content management systems. From ongoing content updates and security patches to server maintenance and functionality upgrades, Swanson Russell is prepared to handle all web management requests for the Nebraska Corn Board, including any needs for supporting the American Ethanol site.

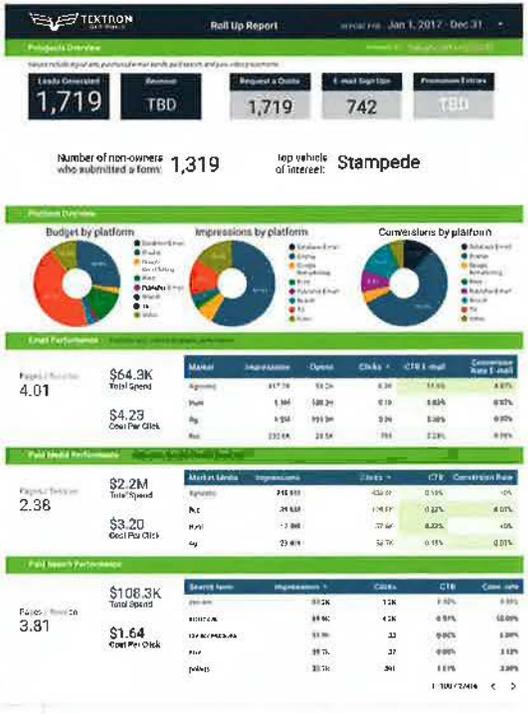
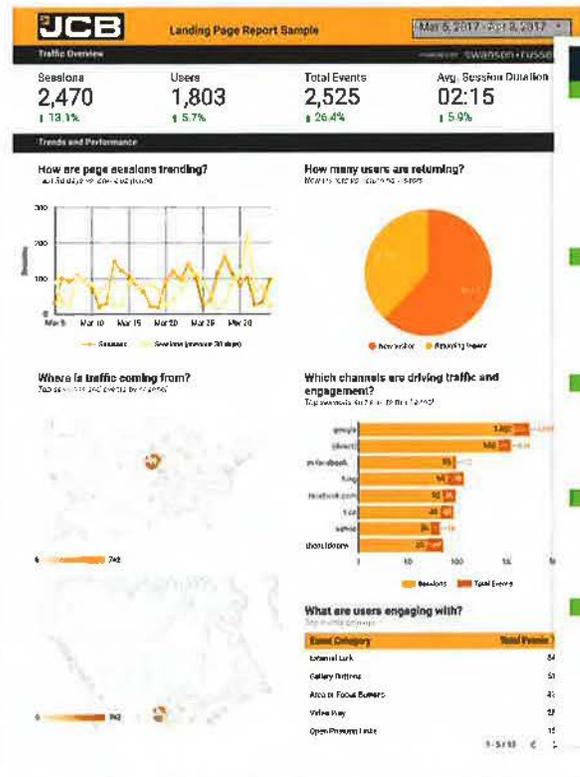
In addition to our website management capabilities, we offer comprehensive digital research, analysis and strategy services, aimed at developing scalable, flexible and dynamic digital solutions. We believe that every digital campaign, website, app or landing page is a work in progress. All digital marketing will be measured and tracked in a meaningful way on a continual basis to learn not only who is clicking on an ad, but how they are interacting with the brand once they've arrived on your site.

We take pride in our ability to understand how online user experience influences the customer journey. Using leading tools such as Google Analytics and Google Tag Manager, we will measure traffic and interaction statistics against established key performance indicators (KPIs), and then add strategic thinking to take away key insights and recommendations for improvement. Our services in this area include best-in-class competitor analysis, information architecture planning, prototyping, A/B and multivariate testing, as well as online focus groups and usability testing. Using these tools, we will provide recommendations for upgrades in functionality and user experience backed by data, not just gut instinct.

As a creative agency, we believe that creative performance is just as important as website performance. With every report or dashboard, we will provide a thorough creative analysis with specific creative recommendations or new hypotheses that we may want to test. From a data visualization standpoint, we will provide dashboard reports in a number of formats. Depending on the requirements of the report, we can provide the dashboards in an online, filterable, user-controlled format using Google Data Studio, or we can provide them in a static presentation format (PDF or PowerPoint).

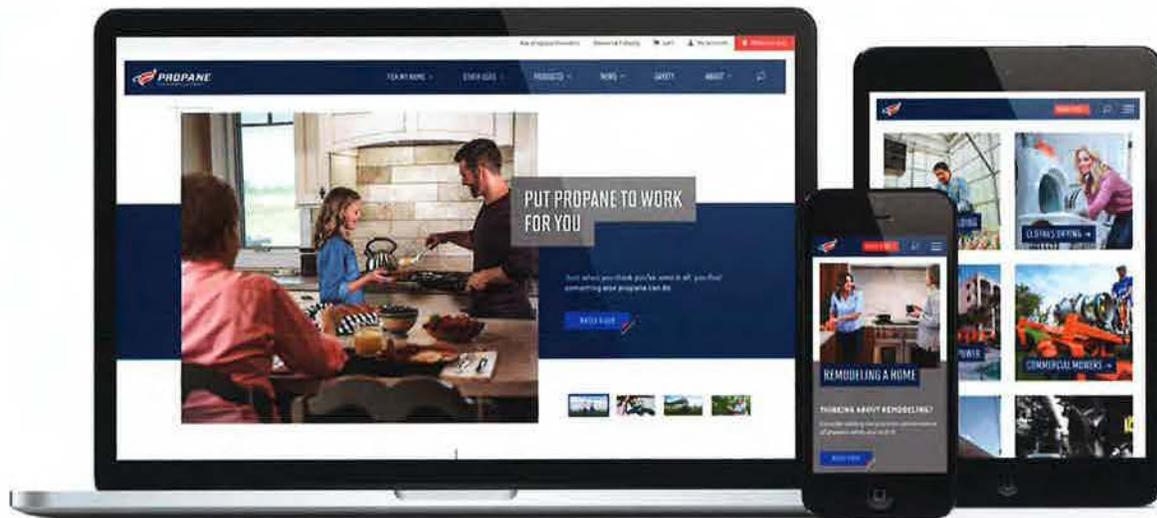
The examples on the following page offer a preview of what strategically built dashboards look like — and the power they can hold.

DASHBOARD EXAMPLES

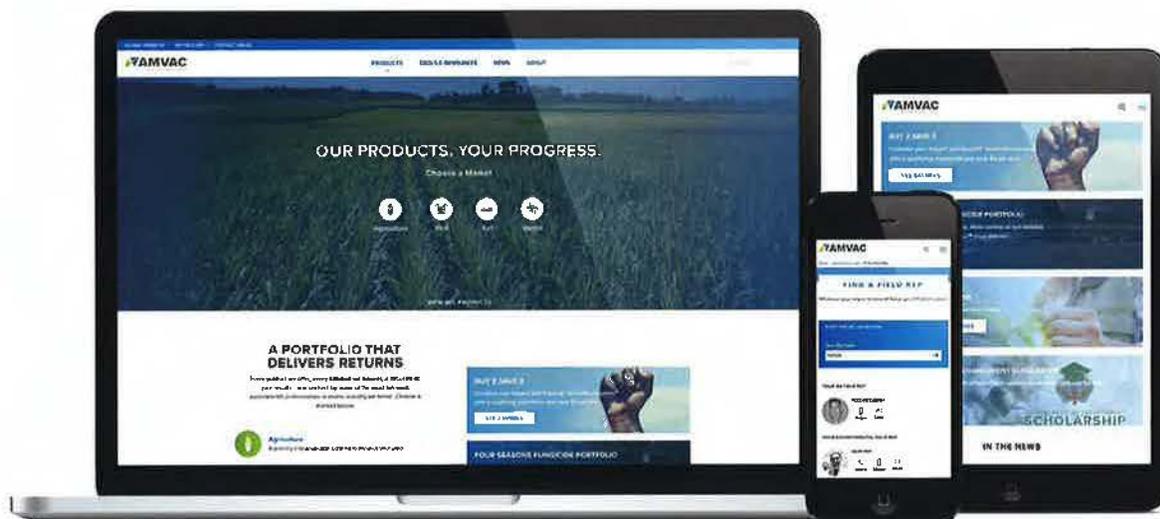


The following examples show what happens when you present strategy-driven content in a way that always keeps the user experience in mind.

WEBSITE EXAMPLES



To explore this website, please visit:
<http://www.propane.com>



To explore this website, please visit:
<http://www.amvac-chemical.com>

5. VIDEO PRODUCTION

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. These may include, but are not limited to:

- a. Educational videos; and,
- b. Television commercials.

Web-based videos to support promotions or other outreach initiatives.

The Swanson Russell motion graphics team is one of the fastest-growing departments in our agency, as we continue to take on a wide range of projects for clients nationwide — including many in the ag industry. Our work ranges from in-depth educational videos and broadcast commercials to short YouTube pre-roll videos, micro-content for social media accounts, and other web-based videos that support promotions and outreach initiatives.

Our areas of expertise include on-site editing (with client and creative team input), multi-camera editing setups, high-end motion graphics, sound design and photo realistic 3D rendering (with support from third-party vendors). We frequently work with RED camera footage, high frame rate footage and high-resolution footage (8K and 4K).

At the initiation of each project, the motion team will work with the creative team and client to decide the appropriate approach for the video — live action, motion graphics, animation, 3D rendering or a mix of all these approaches. Based on this decision, the most qualified video editor will be selected to complete the project, and a timeline will be established by a dedicated project manager.

Editing work will begin based on client-approved scripts (or storyboards, when applicable). After the internal account team reviews and revises the video, client review will be implemented according to the project timeline. This review will be executed through our WorkFront Proof tool, which multiple individuals within the Nebraska Corn Board can gain access to. If multiple rounds of revisions are required, the project manager will adjust timelines and reviews accordingly.

Upon completion, we will render the video to the required specifications, and deliver high-definition (HD) or 4K files to the appropriate outlets. Organizing, archiving and backing up large libraries of footage is also included with every video project.

Our video process has led to many of our most successful video campaigns, including a few of the examples on the following pages.

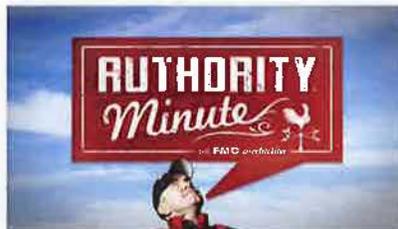
FMC: AUTHORITY MINUTE



FMC: Authority Minute #1

To watch this video, please visit:

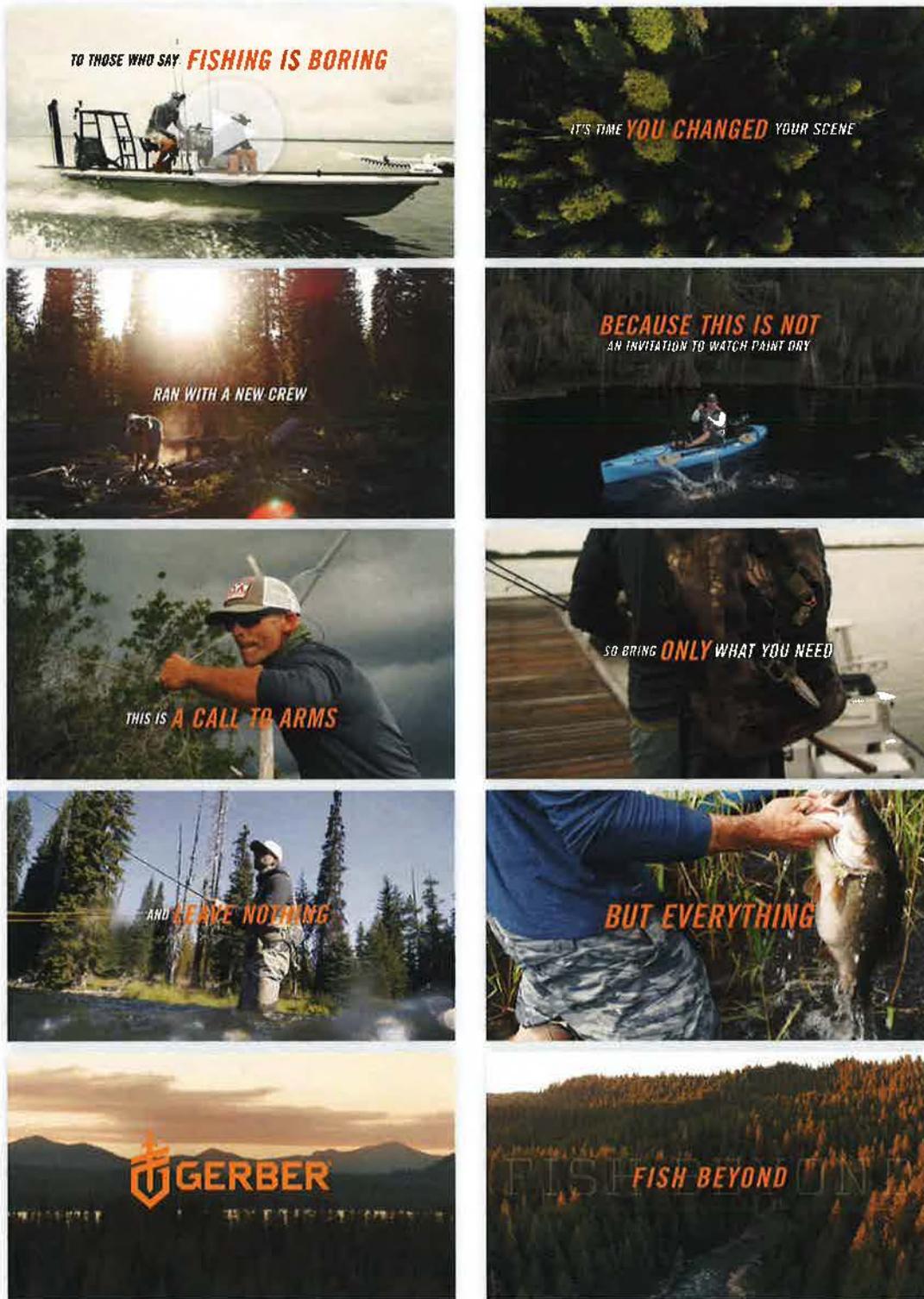
<https://clients-portfolio.prodsr.com/p/57464/15925>



FMC: Authority Minute #2

To watch this video, please visit:

<https://clients-portfolio.prodsr.com/p/57464/15926>



Gerber: Fish Beyond
To watch this video, please visit:
<https://clients-portfolio.prodsr.com/p/57464/15927>

BRIGGS & STRATTON: Q6500

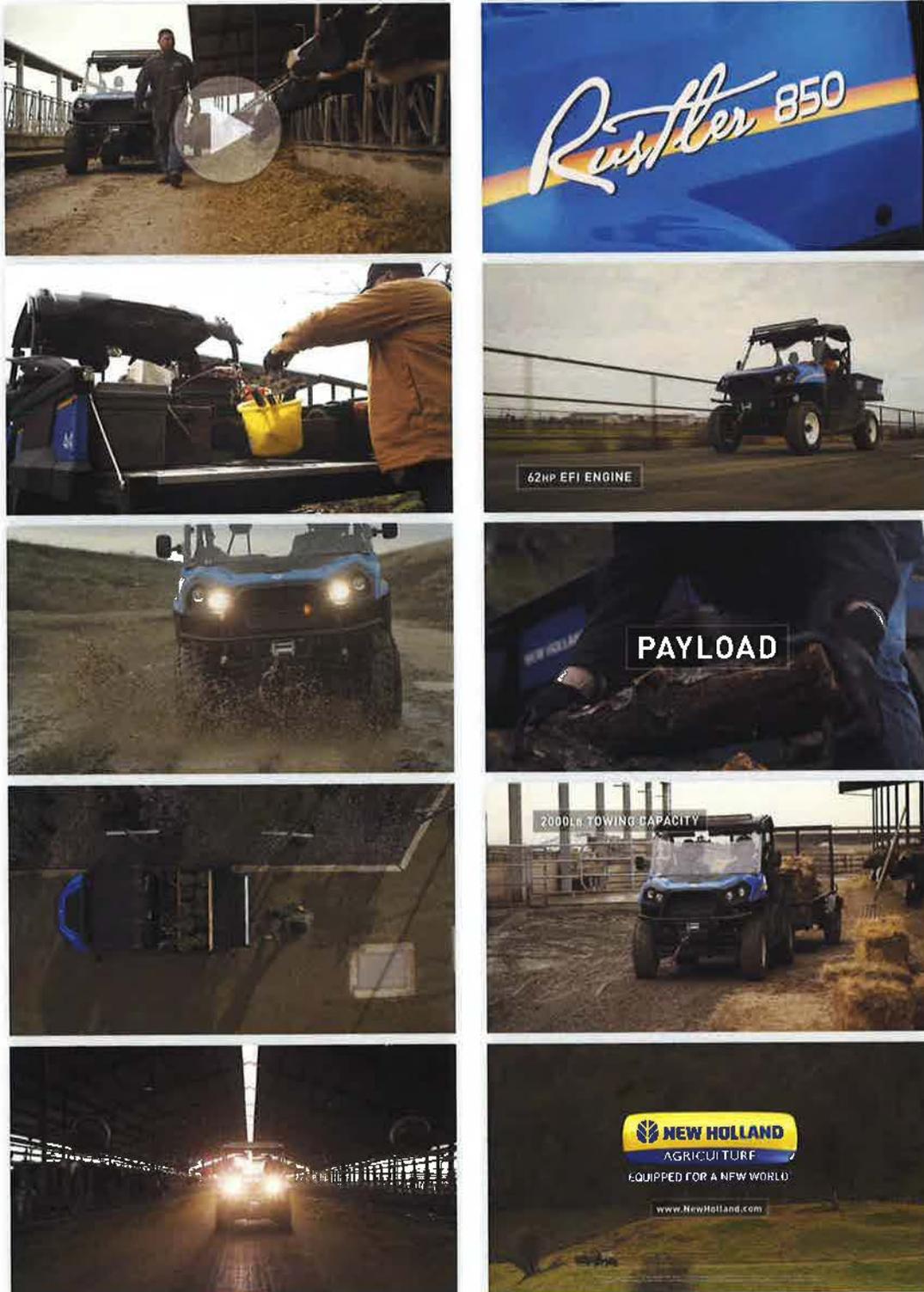


Briggs & Stratton Q6500: Quiet
To watch this video, please visit:
<https://clients-portfolio.prodsr.com/p/57464/15928>



Briggs & Stratton Q6500: Size
To watch this video, please visit:
<https://clients-portfolio.prodsr.com/p/57464/15929>

NEW HOLLAND: RUSTLER



New Holland: Rustler
To watch this video, please visit:
<https://clients-portfolio.prodsr.com/p/57464/15930>

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.

Approach

Swanson Russell has a three-tiered approach to account services and management designed to provide a wide range of insight and accountability for the Nebraska Corn Board. This approach will include an account director (Andrew Warner) as the senior-level account team leader, a senior account manager (Tammi Marsh), and a senior project manager (Tammy Caldwell).

Roles

The role of your account team will be to properly plan, implement and report all advertising campaigns and efforts for the Nebraska Corn Board, advise the board on advertising and the agriculture industry, and communicate about ongoing agency efforts in all areas (including research, conception, creative development, proofing, media buying, digital ad management, evaluation and reporting). The Nebraska Corn Board account team will also ensure all objectives, audiences, strategies and tactics are all designed to achieve the goals of each communication effort.

Swanson Russell understands that the role of the account team needs to be fluid to address the unforeseen needs of the Nebraska Corn Board. Participation in presentations, meetings, functions and events will be handled by senior-level account service staff.

Account Director — Works with you and the agency teams to build strategies and plans for all brand and advertising efforts, and will counsel you on matters relating to advertising and the agriculture industry. This role is responsible for team composition, health of client-agency relationships and adherence to process.

Senior Account Manager — The primary liaison between you and the agency for active campaigns. This role works with the Account Director to build strategies and plans. The Account Manager provides day-to-day updates, sets and manages budgets, timelines, and scopes of work for advertising efforts. The account manager will work with you and the internal team to plan, research, schedule, concept, develop and report on all campaigns.

Senior Project Manager — Handles the day-to-day management of active projects as they move through the agency, especially as it relates to project details, timelines, proofing and quality control. This role helps create and provide any necessary conference reports and status updates.

Communication

Routine communications during normal business hours through in-person meetings and status phone calls ensure that the Nebraska Corn Board and Swanson Russell are clear on campaign progress and performance. These communications also ensure we are able to discuss ongoing efforts, plan for future initiatives and resolve any immediate issues.

Collaboration

Swanson Russell uses a collaborative approach and has our best success when we work as an extension of your marketing department rather than as a vendor at arm's length. We will integrate with your in-house marketing and communications team, and other Nebraska Corn Board stakeholders. Being located in Lincoln helps ensure we maintain the proper balance of in-person collaboration when possible.

Planning

Due to our proximity to the Nebraska Corn Board, Swanson Russell recommends a series of in-person meetings on a regular basis to ensure all project planning and management is running smoothly. These meetings would also have accompanying documentation and reports.

These ensure we keep the right people focused on the right things at the right time.

- **Planning Meetings (quarterly or semi-annually)** — Set the big picture direction and priorities for the Nebraska Corn Board, board members and other stakeholders/partners, and set the tone for advertising needs going forward. We'll discuss the successes and opportunities for improvements in the future. We will use this time to review planning calendars and timetables for future initiatives.
- **Big-Picture Touch Base Meetings (monthly)** — Ensure the continued alignment on long-term efforts and review upcoming communication needs. Discuss opportunities and areas of concern, as well as monthly reviews of budget updates.
- **Campaign Pre-Kickoff Meetings (as needed)** — Review creative briefs and discuss campaigns prior to kickoffs with agency staff. Review new information that may be useful in crafting campaigns.
- **Status Report Meetings (weekly as needed)** — Review campaign plans and schedules with an eye toward approaching deadlines. Review necessary budget reports and discuss feedback and approval schedules.
- **Campaign Recap Meetings (as needed)** — Review specific campaigns and communication efforts and activities, then examine metrics and results. Discuss overall campaign success and opportunities for improvement going forward.

Bidding

Swanson Russell will work with the Nebraska Corn Board to bid and make buys for necessary projects on a case-by-case basis. We will ensure the State of Nebraska Print Shop is included in all bidding. If the State of Nebraska Print Shop is unable to complete a project for any reason, Swanson Russell will furnish a minimum of three printing solutions after consulting with the Nebraska Corn Board.

Media

The planning and purchasing of media is a core competency of Swanson Russell. We have the expertise and financial capacity to contract and purchase media for the Nebraska Corn Board.

A good media plan starts with a good communications plan, first and foremost. Once the overall campaign objectives, target audience priorities, timing and budget parameters are outlined, Swanson Russell uses the following steps to ensure a strategic, on-target and efficient media campaign:

- **Research** — The extent of the media research necessary is dependent upon the individual campaign and the specific target audience. In order to make sound media recommendations, we must first understand the types of media the target audience consumes. Our sources for this include:
 - GfK Mediamark Research & Intelligence (GfK MRI) — MRI's Survey of the American Consumer surveys a panel of 20,000 consumers twice per year and reports on media usage, demographics, psychographics, and consumer behavior to help subscribers gain insight into the action and motivations of adult American consumers.
 - ComScore — Similar to MRI, focusing on online media usage.
 - DoubleClick and Quantcast — These online media sources allow us to look at individual web property audiences to more accurately measure monthly site traffic and demographics.
 - Cost-per-Thousand (CPM) — Efficient media buys allow for the best use of limited advertising dollars. The comparison of similar media property CPMs gives the agency an objective audience value as well as negotiating leverage.
 - Advertising Spending Research — Analyzing overall advertising spending allows the agency to keep up on the latest trends. It can also give insight into which media types might be more or less willing to negotiate on pricing. For example, print advertising spending is down significantly, both nationally and locally. However, there are niche audiences whose consumption of print media is still very strong. This knowledge allows for the strategic recommendation of this medium along with a strong bargaining position.
 - Competitive — The analysis of competitive advertising spending gives a window into strategies of competing advertisers. Just because a competitor is using a certain medium doesn't mean our clients should necessarily do so, but it can open up new ideas. It can also give negotiation leverage if we find that we are spending more than a particular competitor.
 - Nielsen and Arbitron Ratings — Ratings information allows for the objective review of which specific stations and programs are delivering the largest and/or most targeted audiences.
- **Analysis** — Taking all of the research pieces previously described and turning it into an actionable media plan is a finely honed skill. Swanson Russell's planners objectively analyze the dozens of research resources to develop specific media plan recommendations.
- **Planning** — Only after all the research and analysis is completed does the agency develop media recommendations that we feel will best deliver on the agreed upon objectives. This plan is delivered to the client along with a written rationale for each media type, along with a calendar/flowchart outlining timing. These plans are presented so that those reviewing understand why we make the recommendations we do. This allows for a collaborative effort between the agency and the Nebraska Corn Board.

Reimbursement

Swanson Russell will pre-pay vendor expenses as approved (based on estimates and media planning previously approved) and will bill back expenses month to month, throughout the duration of the project.

SECTION VI

**PROPOSAL
INSTRUCTIONS**



This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past five (5) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Sub-contractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed sub-contractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i.** Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
 - a)** The time period of the project;
 - b)** The scheduled and actual completion dates;
 - c)** The Contractor's responsibilities;
 - d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e)** Each project description should identify whether the work was performed as the prime Contractor or as a Sub-contractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii.** Contractor and Sub-contractor(s) experience should be listed separately. Narrative descriptions submitted for Sub-contractors should be specifically identified as Sub-contractor projects.
- iii.** If the work was performed as a Sub-contractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Sub-contractors should identify what share of contract costs, project responsibilities, and time period were performed as a Sub-contractor.
- iv.** Contractor with experience working on social marketing campaigns is required.

v. Contractor shall have a minimum of five (5) years of experience in handling advertising and communications campaigns. Experience in handling agricultural campaigns is preferred. In particular, the bidder shall indicate years of advertising experience and describe experience in the following areas:

- a) How the Contractor is qualified to provide education, promotion, marketing and advertisement services.
- b) Highlight examples of how the Contractor has worked with agricultural advertising and/or marketing campaigns, if applicable.

vi. The Contractor's work shall at all times reflect the goals, objectives, and mission of NCB, which is to represent the 23,000 corn farmers in Nebraska.

vii. The Contractor will research and stay abreast of the current issues facing agriculture.

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

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

All requirements outlined in this section will be met by Swanson Russell. **For the Corporate Overview Responses, please see pages 5-34.**

FORMS



REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

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

FIRM:	Swanson Russell
COMPLETE ADDRESS:	1202 P Street, Lincoln, NE 68508
TELEPHONE NUMBER:	402-437-6400
FAX NUMBER:	402-437-6401
DATE:	4/5/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Brent Schott, EVP Managing Director

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:	Swanson Russell
Bidder Address:	1202 P Street Lincoln, NE 68508
Contact Person & Title:	Andrew Warner, Account Director
E-mail Address:	andreww@swansonrussell.com
Telephone Number (Office):	402-437-6034
Telephone Number (Cellular):	913-485-7279
Fax Number:	402-437-6401

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:	Swanson Russell
Bidder Address:	1202 P Street Lincoln, NE 68508
Contact Person & Title:	Andrew Warner, Account Director
E-mail Address:	andreww@swansonrussell.com
Telephone Number (Office):	402-437-6034
Telephone Number (Cellular):	913-485-7279
Fax Number:	402-437-6401