



RESPONSE TO REQUEST FOR PROPOSAL 6528 Z1

06.01.2021

**“The best way to predict
the future is to create it.”**

–Abraham Lincoln

Thank you for the opportunity.

We appreciate all of your time, hard work and consideration. Throughout this document, you’ll see how we’re qualified for the job. For ease of reference, please visit bozell.com/nb/corn (password: partnership) for the referenced case studies within this proposal.

And know that we are more than up for this challenge. In fact, it’d probably be more appropriate to say we’re excited. So please do not hesitate to contact us with questions or to discuss further.

Jackie Miller, CMO
Bozell
2215 Harney Street | Omaha, NE 68102
jmiller@bozell.com
402.965.4391

This RFP response demonstrates our approach and answers your questions. But before we begin, we'd like to lay out how our world and marketplace has shifted with the pandemic and emerging opportunities for Nebraska Corn Board.

Now is the time for the Nebraska Corn Board to share a positive message of innovativeness, economic growth, and connectedness among those who produce and those who consume corn products.

This positive message can facilitate real change and transform the industry for growth well into the future. There is an immense desire and opportunity to shift from the negative boycotts and cancel culture to shift focus from issues and dwindling demand to that of solutions and hope. This marketing strategy can serve as a platform to start a conversation and ensure it is sustained well into the future.

The pandemic has upended life in virtually every way imaginable. In the marketing world, consumers shifted in real-time to meet the public health needs, and marketers followed. We did the pandemic pivot, reviewing and ensuring that what was in market made sense for the here and now. As we plan strategies for the future, we must turn our attention from a pivot to a reinvention and transformation. Below are a few core areas of opportunity to inform our approach.

Cancel Culture vs Support Culture

In our world of a fragmented, polarizing 24/7 news cycle, instant connectivity of social media, and the prevalence of cell phone and real-time video feeds, the need for a solution-based approach is not only relevant but required. Facing backlash and an everchanging climate of opinions, it feeds the culture of canceling those we don't agree with versus shifting the focus to that of how to support those working to make incremental and positive change. The opportunity is not only there, but consumers are also hungry for it.

Sustainability

As environmental and conservation causes grow more prominent, and people become aware of the basics, consumers need a guide to make it easy to help and support sustainable farming practices – outside of the food packaging they have begun to see that touts this aspect of a brand or product. While sustainable farming has picked up prominence in regard to food production, it is now becoming more than a unique value proposition – it's table stakes. Highlighting these factors to reinforce consumers supporting NCB supports sustainable farming, our local economy and generations of farmers. Sustainable farming goes beyond the kitchen table.

Energy Revolution

“Last year, electric vehicle sales grew by 60%. If that growth continues along the same path, electric vehicles have the potential to [displace oil demand of two million barrels a day, as early as](#)

2023.” The energy revolution is coming sooner rather than later and, as ethanol is a large share of the demand for NCB product, looking at ways to anticipate that market growth and diversify demand for other uses of corn product at the same time is an opportunity to grow through the next 3 to 5 years by aligning to use cases with similar positive industry disruption.

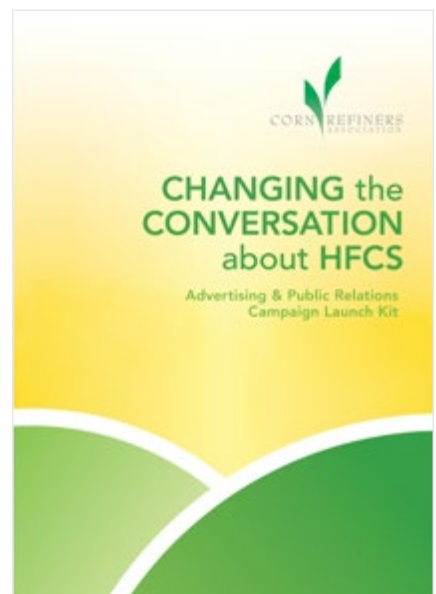
Now is the time to diversify and build consumer support and understanding. As ethanol at the pump recedes, demand for corn products grows.

We know what it takes to change consumer perceptions. Moving the sales needle in the marketplace while staying connected with the producer – as we’re doing today for the world’s largest honey co-op, Sioux Honey Association Co-op, by selling honey while celebrating the family farmers who produce it. And bringing together meaningful collaborations – like we did by creating the first-ever multistate campaign for 529 College Savings Plans through a partnership with Fred Rogers Productions.

Our process is called “Close to the Customer.” And it’s been key to making our clients’ business our business since 1921.


The “Pork. The Other White Meat.” campaign Bozell did for the National Pork Producers Council made history and is now a Harvard Business School case study. The Milk Mustache campaign Bozell created for the Milk Processor Education Program became a lasting icon. Our efforts for the Corn Refiners Association worked to change the conversation about High Fructose Corn Syrup.

We believe that, together, we can make history for the Nebraska Corn Board.





**WHAT'S
OUR
VISION
OF THE
POTENTIAL
FOR
NEBRASKA
CORN?**



Our vision starts with an understood consumer. It's you and me and every other soul who lives within the state of Nebraska. Our connections to agriculture cross a spectrum as broad as the Great Plains itself. Some of us feed our family by selling corn grown on the same land that our great grandfather sowed more than 100 years ago. Others know corn only for the yellow contents of that can or bag at the grocery store. Yet, despite this spectrum of different backgrounds and understanding, there's a shared feeling amongst Nebraskans. We understand the importance of farming, and we're happy to support it.

What makes the challenge difficult is understanding that a shared affinity for something does not equal an ability to act. **While we can all agree that supporting farmers is a good thing, not many of us can say we're doing so or that we even know how.** And even if we knew how, what percentage of us would actually act? The solution would have to be simple. It would have to fit within our existing lives to remove any barriers to action. So, what's our vision of the potential for Nebraska corn?

What if we could empower Nebraskans to see the same products they shop for regularly in a new light? One that supports our farmers and gives back to the state of Nebraska.



THE FUTURE
COULD LOOK
SOMETHING
LIKE THIS.

MEET AMY

**A 28-year-old Nebraska transplant
who grew up in Atlanta's inner city.**

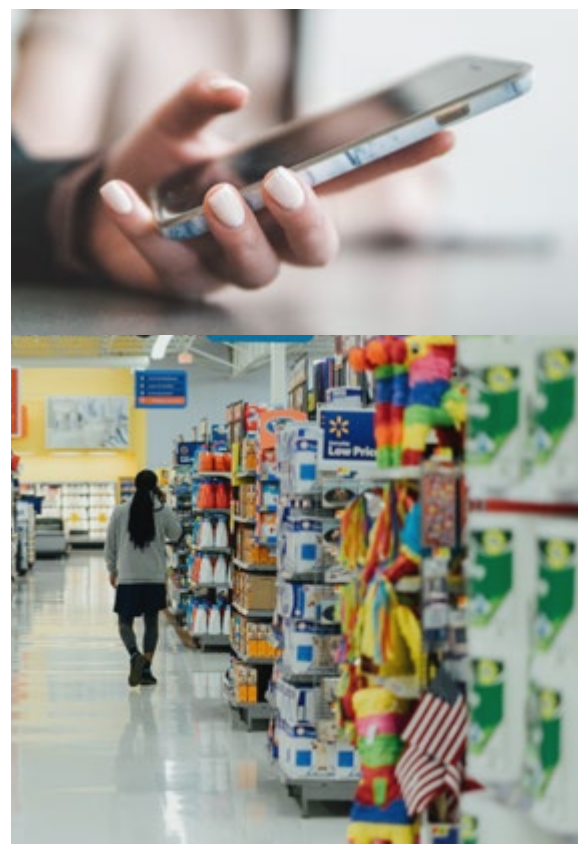


She went to college on the east coast where she met her husband, an Omaha native who always wanted to move back to Nebraska to raise a family. After Amy and her husband had their first child, they decided to make the move to the Heartland.

The young couple are engineers employed by Kiewit, which is where one of Amy's co-workers showed her a new app on her phone and told her about all the groceries she buys that are made with Nebraska corn. The smartphone application lists which products and brands feature Nebraska corn as an ingredient. It also allows

shoppers to scan items at the grocery store to determine if they have corn as an ingredient.

Amy knew about the Cornhusker state and its corn-farming heritage, but she had no idea that all those diapers she had been buying for her baby are made with corn. Once she learned which diapers, and other products – like toothpaste, aspirin and sweeteners – were sourced from corn grown in Nebraska, she made the switch to those brands and made it her mission to spread the word about supporting the state's local farmers.



MEET HARPER

A 19-year-old freshman at the University of Nebraska-Lincoln.

She grew up on a farm near Burwell – her weathered hands and rise-with-the-sun ethos reflect that – but she had no intention of going into the family business. Farming was the last thing on her mind. But now her love for digital media and her computer science classes are steering her back.

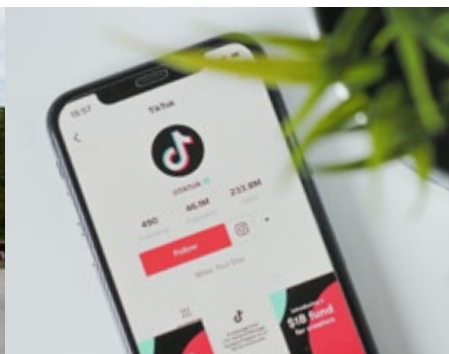
As high tech plays an increasingly pivotal role in modern farming, Harper has sprouted new interest in her family's trade, especially after learning about

the widespread uses for corn. You might think Harper would know all about corn and the everyday products that include the bountiful Nebraska crop. But it wasn't until she saw a promoted video on her favorite social media platform, TikTok, that she discovered her lipstick and hair conditioner contain corn as an ingredient.

Since then, Harper has discovered a broad variety of products made with Nebraska corn, and she's telling her friends and followers

on social media all about it. She posts videos asking for support of farmers by spotlighting brands that use products made with Nebraska corn – from facial cleansers and make-up powder to skin care binders and shampoos.

Her message is simple: "Hey, we're already buying all of these products, so why not buy brands that use Nebraska-sourced corn?"





MEET BILL & JESSICA

A husband and wife duo running an auto supply store in Atkinson, Nebraska.

Bill and his wife, Jessica, have lived in Atkinson, next door to Nebraska corn farmers for the past 30 years. In fact, many of their friends and family members farm corn across the state. And yet they had no idea about the crop's amazing versatility.

Like most Nebraskans, Bill and Jessica, both 45, want to support farmers. They'll tell you, "We support Nebraska farmers wholeheartedly." But, like most Nebraskans, they didn't know how to support them.

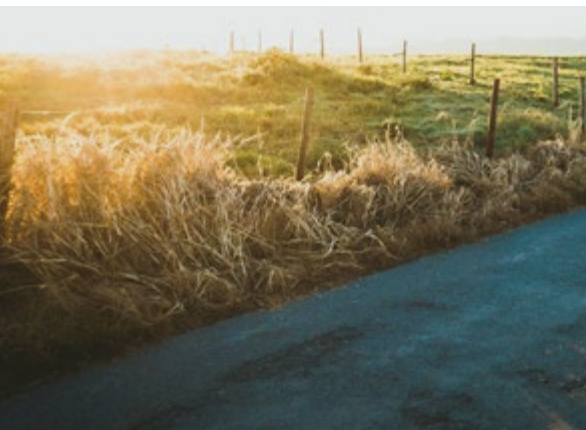
Then Bill read a blog on his favorite auto website about what goes into making sparkplugs. Unbeknownst to Bill, sparkplugs include corn. In the following days, digital ads sharing more useful information about corn and corn products showed up on the websites Bill visited.

That's when Bill and Jessica began stocking a brand of sparkplugs that include corn from Nebraska farmers at their auto supply store in Atkinson. As time went

on, they began to add more and more products to their inventory that included corn sourced from Nebraska farmers.

Today, the couple proudly promotes an assortment of auto products made from corn grown by Nebraska farmers – from sparkplugs and tires to engine degreasers and oil. They set up a special section in their store where all the Nebraska corn-sourced items are displayed.

And every time someone comes into his store for sparkplugs, Bill says with a smile, "Did you know that corn is used to make sparkplugs? And we have some that include corn from Nebraska farmers right over here."



Note: The “Contractor Proposal Point of Contact” and “RFP for Contractual Service” forms can be found in Appendix A, while Sections II through IV can be found in Appendix B.

1. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Bozell & Jacobs LLC., dba. Bozell
2215 Harney St.
Omaha, NE 68102
402.965.4300

Bozell is an LLC that was originally incorporated with the state of Nebraska in 1921. Throughout our 100-year history, Bozell has seen many changes:

- 1921** – Bozell & Jacobs – Privately held
- 1986** – Lorimar Telepictures – Corporation
- 1989** – Bozell, Jacobs, Kenyon & Eckhardt – Privately held through buyout
- 1997** – TrueNorth – Publicly held Corporation
- 2001** – Bozell & Jacobs (dba. Bozell) – Privately held LLC

Today, Bozell is also a certified women-owned business. You can find certificates for our WBENC National Certification in Appendix C.

B. FINANCIAL STATEMENTS

A statement about the stability and financial strength of our organization can be found in the envelope marked “Confidential.”

C. CHANGE OF OWNERSHIP

For 20 years, Robin Donovan and Kim Mickelsen have been co-owners of Bozell. Six years ago, they started the succession planning process and brought in Jackie Miller as CMO and part owner. 2021 will be a transition year, as Kim and Robin continue to evolve their roles from working *in* the business to consulting in the business and working *on* the business, while maintaining their continued roles on the board.

D. OFFICE LOCATION

With only one office, Bozell's Omaha location would be responsible for the performance pursuant of an award of a contract with the State of Nebraska.

E. RELATIONSHIPS WITH THE STATE

In the past five years, Bozell has had two contracts with the state of Nebraska.

1. The contract with Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, was in response to RFP No. 18170. This agreement was for media buying services and began November 2018.
2. The contract with Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska, was in response to RFP No. 5705. This agreement was for outside marketing services and began December 2020.

F. BIDDER'S EMPLOYEE RELATIONS TO STATE

No Bozell employees are/were employed by the State of Nebraska in the last five months.

G. CONTRACT PERFORMANCE

Bozell has not had a contract terminated for default in the past 10 years.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

SIoux HONEY ASSOCIATION CO-OP

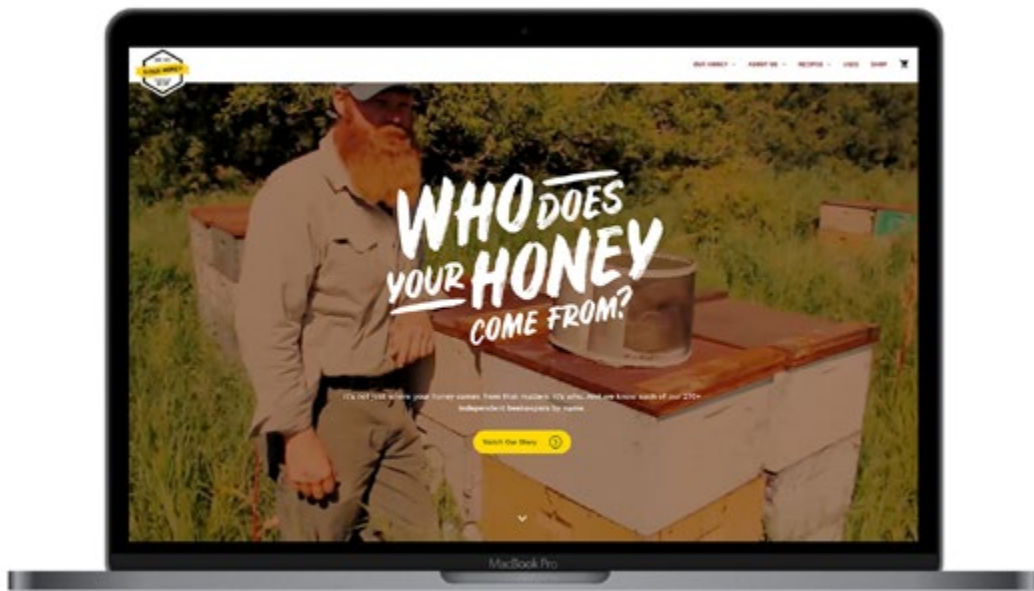
Overview: Founded in 1921, Sioux Honey Association Co-op is the oldest and largest honey marketing company in the United States. For decades, their brand Sue Bee honey has been on grocery store shelves around the country and was the market-share leader. As consumer grocery habits changed – they began seeking less-processed foods and replacements for sugar – honey sales began to increase dramatically (as did prices), but Sioux Honey market share began to decline as other players entered the market.

Insight: Sue Bee had been the industry standard and the company's flagship brand for decades, and their "honey bear" bottle was synonymous with the category. But that strength had become a weakness as consumers sought less-processed, more-contemporary brands. "If it ain't broke, don't fix it," was the company's mantra, and it was evidenced in their packaging, website and marketing. Yet great strength lay in the unique truth of their business: They are a co-op, not a corporation, with a strong history of integrity.



Execution: It was necessary to rebuild the Sioux Honey brands from top to bottom. Packaging was updated for both the Sue Bee and Aunt Sue's Raw & Unfiltered brands in order to stand out on the cluttered grocery shelves. Using bright colors and communicating the key benefits changed the way consumers perceived Sioux Honey's products. Rather than old and outdated, those two brands felt new to consumers. Television, print advertising, social media, a completely new website and a members-only digital magazine were all used to reintroduce the brands to America. And Bozell developed the creative and content for all media platforms and promotional efforts.

In addition, an entirely new brand of local honey, Beek's, was created and launched in California, a highly competitive state where they were losing share quickly. With all of these efforts, Sioux Honey was beginning to gain new outlets, when they had previously been losing shelf space.

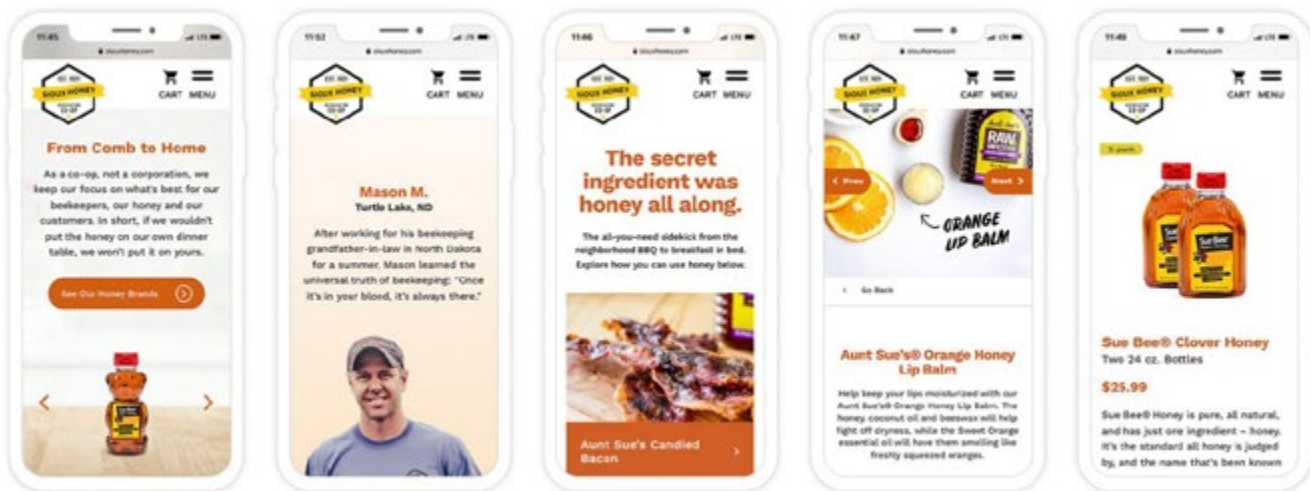


For Sioux Honey Association Co-op itself, no marketing had ever been done, so their story needed to be told. Primary research indicated that there was a strong emotional resonance with the idea of supporting local farmers and was especially strong in the coveted younger demos. The concept of a co-op – farmers working together to support each other – was incredibly appealing to consumers. Even if they didn't know exactly what a co-op was, they trusted the model more than big conglomerates.



In the end, consumers want transparency; they want quality and they want to know the stories of the companies that make the products to which they are loyal. They want to know what a company stands for. A campaign to hit on all these notes was developed. The “Who does your honey come from?” campaign told the story of the Sioux Honey Association Co-op’s mission, vision, products and, most importantly, the people behind the co-op – the members who care for the bees, collect the honey and help their neighbors.

Results: Cumulatively, our efforts, combined with the client's renewed focus on their best-selling products, helped turn a decrease in sales into a gain of more than 30%, year-over-year. In addition, our direct-to-consumer store saw a 36% increase in sales, year-over-year, with our Amazon storefront posting its best sales ever in 2020. We've also helped grow the co-op's combined fanbase across social channels and email to nearly one-quarter of a million followers in 2020. And with the introduction of new infused honey products and other innovative ideas, the future for Sue Bee honey continues to look sweet.



Then, in 2020, Sioux Honey came to us with the challenge to cut time and budget from the current virtual HIVE magazine. So Bozell developed a strategy that would repurpose content – beekeeper stories, recipes, fun facts and more – in a meaningful way.

We quickly went to work identifying and understanding the consumer journey. And based on our learnings, we put together a plan that deployed a monthly email marketing campaign that drove subscribers to the recipes and blog sections of SiouxHoney.com. In addition, we learned that only 4% of our email Honey Club members were following us on our social channels, so we started to drive those members to social, too, so that they could consume even more content.

Our findings showed that email has been a key touchpoint in 83% of all customer interactions and e-commerce purchases over the course of the last 12 months. Overall, the email campaign approach has helped us be more cost efficient, build a loyal fan base and drive sales. Specifically, we saw a dramatic increase in open rates, pages/sessions on the website, session duration and e-commerce revenue.

[Read the full case study here >>](#)

529 COLLEGE SAVINGS PLANS

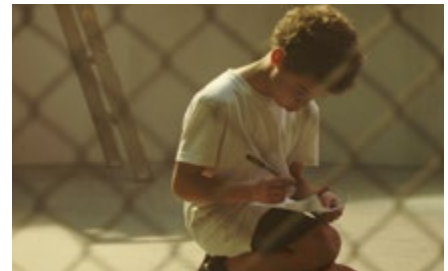
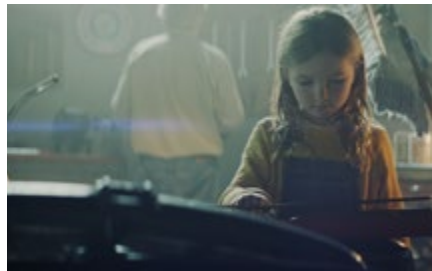
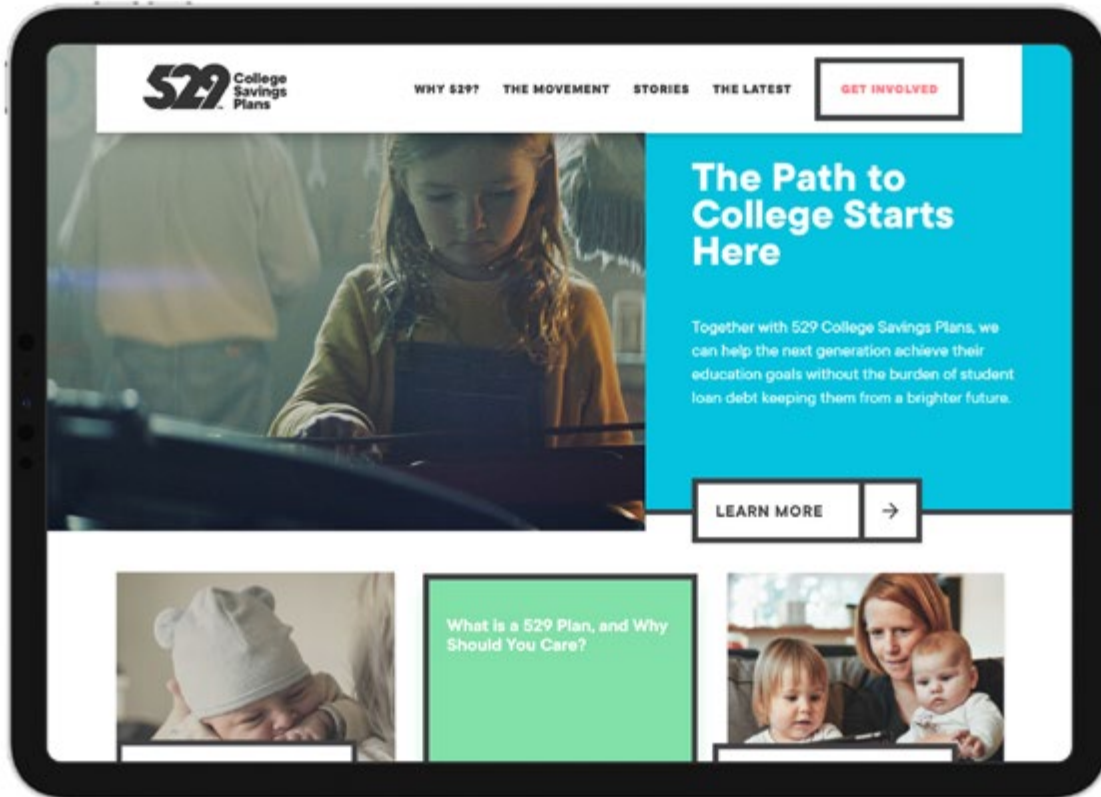
Overview: 27 states and 19 financial partners from the College Savings Plans Network are working together to help families from all walks of life save for higher education. Together with Bozell, this consortium launched a first-ever national effort to drive awareness and participation in tax-deductible 529 college savings plans.



Insight: Total student debt across the U.S. has climbed to more than \$1.5 trillion, yet the national conversation about this centers on debt forgiveness and the rising costs of education, rather than preventing this debt in the first place. Instead of focusing on the negativity, or building a case based on cold, hard facts, there was an opportunity to take a positive, emotional approach that tapped into the promising future every parent sees in their child.

Execution: Partnering with Fred Rogers Productions was a strong fit for the brand's values and audience. As the underwriter for "Daniel Tiger's Neighborhood" PBS TV series, CSPN had national exposure before and after each episode. 15-second mini-movies seamlessly depict the transformation from childhood dreams to grown-up achievements, reinforcing the message that there's a future waiting to be realized through education.

529forCollege.com, a new microsite, was created to serve as a content hub for stories, testimonials and custom-written articles supporting the value of tax-free savings for college. Local, regional and national efforts in PR and social media further leveraged the message and content, with the ability for each member state to adapt the material for their own use.



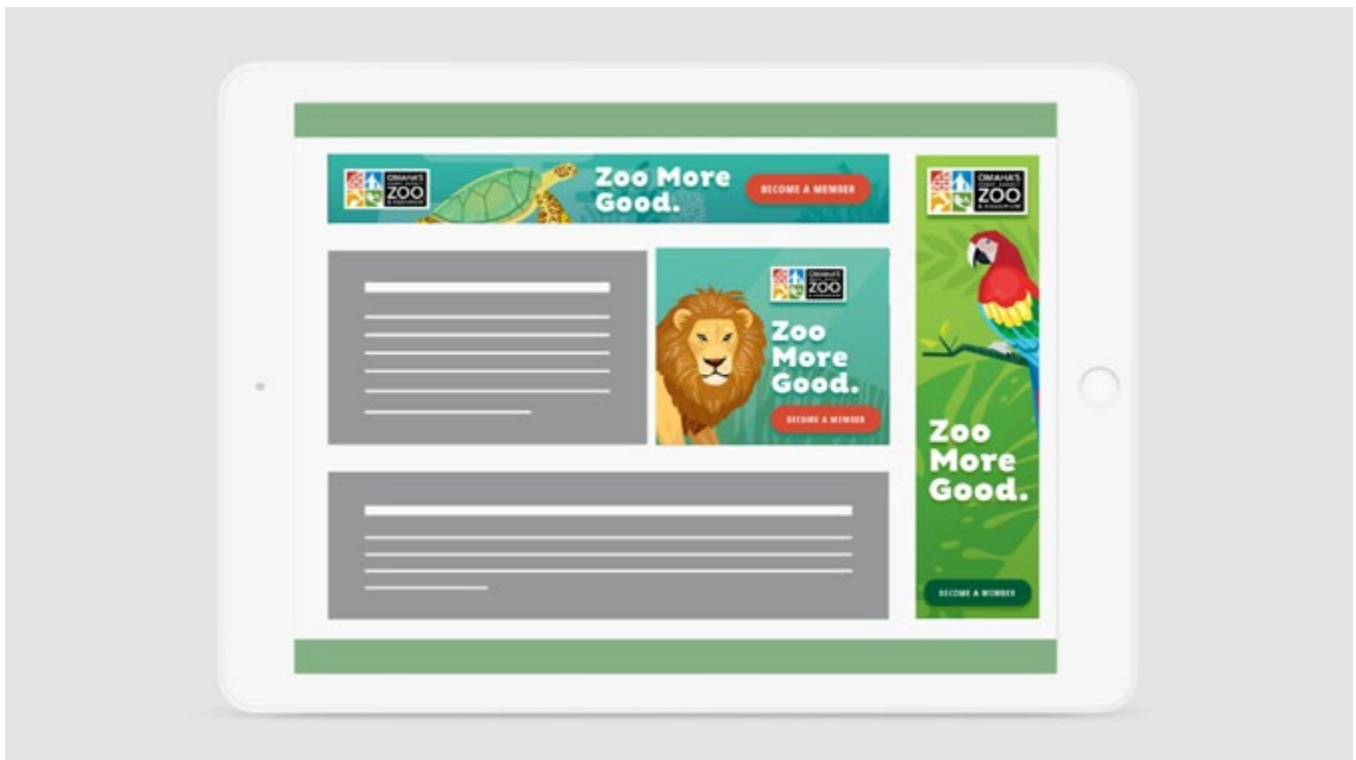
Results: By the time the campaign was over in August of 2020, we had more than exceeded our goals. From our post-campaign survey, we tracked an increase in nationwide 529 awareness by 40%, from 32% to 45% (exceeding our goal of 42%), and an increase of 529 plan utilization from 12% to 16% (exceeding our goal of 15%). We also ended the campaign with nearly 200 million impressions from our partnership with Fred Rogers Productions and nearly a million impressions from our social media efforts.

OMAHA'S HENRY DOORLY ZOO & AQUARIUM

Overview: Since 2017, Bozell has partnered with Omaha's Henry Doorly Zoo & Aquarium – consistently ranked as one of the world's top five zoos – on all of their marketing efforts. While their in-house team handles all PR and much of their social media, we support them with strategic membership campaigns, newsletter designs and event promotions.

Insight: The Zoo's annual membership campaign brings in a significant portion of its yearly nonprofit operating budget. Prior to our partnership, campaigns have focused on new exhibits or the family-friendly experience. However, with environmental threats looming around the planet, the Zoo wanted to bring their conservation efforts to the forefront, encouraging their audience to get involved and showing how everyone can have a positive impact.

Execution: Environmental or conservation-focused communication can easily become gloomy or seem too big for one person to make a difference. Which is the opposite of what's needed in a place known for intrigue and wonderment. So, the challenge was to create a zoo-centric message that is as positive as walking through North America's largest indoor rain forest. Thus, "Zoo More Good" was born.



Combined with vivid illustration, Zoo More Good happily describes zoo-sponsored conservation that is understood by both adults and children. Going one step further, animals in the artwork were chosen to represent species diversity, as well as the ecosystems and animals the Zoo is actively involved with.

The Bozell team also maximized the campaign budget by creating one key visual and then repurposing it for multiple components. From posters to TV, banners and digital, the idea easily integrated into every media platform.

Results: The campaign and media efforts helped the Zoo meet their aggressive 2018 goal. Overall, the campaign click-through rate outperformed industry benchmarks – nearly 4x the industry average. And Facebook engagement was very high throughout the campaign, gaining hundreds of new page likes and thousands of reactions, comments and shares.



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

Your core team will be led by our CMO, Jackie Miller. She will be supported by account executive Lauren Hartung and a project manager who will be your primary contacts. Your core team will also include creative director Tim Young and director of strategic communications and account service Mike Gilloon. Your initial team will also include several senior members of our integrated communications team. All Bozell marketing professionals, including those in creative, public relations, social media, media planning and buying, digital, production, and strategy and analytics are available to the core team at all times. They are all brought into projects on an as-needed basis. Below are the bios of individuals we believe will be key team members.



Jackie Miller, CMO

Jackie joined Bozell as CMO with more than a decade of agency experience, including communication, project, digital and operations management. She has worked with national brands such as Warner Brothers, Union Pacific, Lifetime and Subway. At Bozell, Jackie leads client strategy and initiatives for several clients, including First National Bank of Omaha, Sioux Honey Association Co-op and 529 College Savings Plans.



Mike Gilloon, Director of Strategic Communications & Account Service

Mike has more than a decade of experience in the marketing industry, having worked for a variety of clients, including Hanes, Nintendo, Hallmark, Anheuser-Busch and Best Buy. He currently leads and integrates our overall strategy with media, public relations, content and social media efforts for all of our clients, including 529 College Savings Plans, Omaha's Henry Doorly Zoo & Aquarium, First National Bank of Omaha, OPPD and more.



Tim Young, Creative Director

Tim has 20 years of design, art and creative direction experience working for a variety of clients in industries including agriculture, nonprofit, healthcare, banking, consumer services and packaged goods. Tim manages creative personnel while working with the team to develop creative strategies. Tim currently leads the creative for several clients, including First National Bank of Omaha, NPPD, OPPD and Omaha's Henry Doorly Zoo & Aquarium.



Lauren Hartung, Senior Account Executive

Lauren joined Bozell as a senior account executive. She has specialized in advertising and marketing strategy for more than 15 years managing several business-to-business clients as well as national retail brands including more than eight years with PetArmor. At Bozell, Lauren currently leads communication strategy and account management for Sioux Honey Association Co-op and CNO Financial Group.



Jim Minge, Manager of Content Development

Jim joined Bozell with more than 20 years of experience writing and developing content for a variety of clients and publications including the Omaha World-Herald, Omaha Steaks and The Omaha Dispatch, a local entertainment newsletter. Jim currently concepts and writes material for several of our clients including Sioux Honey Association Co-op, Cue Broadway and First National Bank of Omaha.



Rod Coleman, Head of Paid Media

Rod rejoined Bozell as head of paid media. He has 10 years of marketing and media experience working on both the client-side and agency side as well as serving as an account strategist for Verizon Media. As head of paid media, Rod currently leads the research, planning, buying and monitoring of strategic media plans for all of our clients including Omaha's Henry Doorly Zoo and Aquarium, First National Bank of Omaha, NPPD, OPPD and more.



Kelsey Pritchard, Head of PR & Social

Kelsey joined Bozell after serving seven years in the South Dakota Governor's office, including more than five years as communications director, where she oversaw all communications for Governor Dennis Daugaard and the State of South Dakota. At Bozell, she guides the strategy, execution, optimization and reporting of all PR and social media efforts for our clients including Sioux Honey Association Co-op, 529 College Savings Plans, NPPD and more.



Ashley Gaa, Media Buyer

Ashley has eight years of experience planning and buying media. Before joining Bozell, she served as marketing director of a fashion company. Ashley currently researches, plans and buys media for several of our clients including Omaha’s Henry Doorly Zoo & Aquarium, Sioux Honey Association Co-op, NPPD and the NCAA Men’s College World Series.

J. SUB-CONTRACTORS

Bozell is a full-service agency and does not anticipate using any subcontractors or partners to deliver the core services defined in the RFP. Bozell does not include media outlets, printers or broadcast production companies as subcontractors, but rather as vendors that are bid out and approved by the client on a project-by-project basis.

2. TECHNICAL APPROACH

A. UNDERSTANDING OF THE PROJECT REQUIREMENTS

Bozell believes we have a good grasp of the project requirements for the Nebraska Corn Board. As we see them, key elements include collaboration, responsiveness and a wide range of capabilities.

That describes what we do every day for our clients.

We’re knowledgeable in our industry, yet flexible in our execution. And though we offer a full breadth of services to our clients, we consider ourselves a swiss army knife. We can adapt in real-time and support you with the specific services you need. Every solution we create is customized to fit a client’s needs. But rest assured that, behind every marketing plan we produce, we’ve got strategic guardrails in place to make sure we execute on time, on budget and always with results in mind. Whatever you need, each of our departments will work together to provide you with insights, creative solutions and omnichannel marketing communications.

Our understanding of both ends of your audience spectrum – from everyday consumers to the corn-producing family farmers – is evident in both our past and our present.

In short, what is necessary to succeed as your advertising agency partner aligns with our core tenets.

We Stay Close: Staying close to the customer is more than research and observation; it's where we begin. It's a true understanding of what our clients' customers are saying, feeling and doing. In staying close, we provide unbiased, honest insight into the person who truly has the final say in everything we do.

We Embrace Change: We're early adopters of all things culture and technology. We become fluent in the latest and greatest to help our clients stay competitive and relevant. Then we get ready to move on because the astonishing statistic of today has a replacement on the horizon.

We Pay Rent: Our co-founder, Morris Jacobs, stated, "We must pay rent for the space we occupy on this earth." Whether it's working with brands that aspire to change the world, such as yourself or giving back on our own, this tenet has always been an important part of our agency's conversation.

B. PROPOSED DEVELOPMENT APPROACH

STRATEGY OVERVIEW: AN OMNICHANNEL CONTENT STRATEGY

In the old days of integrated marketing campaigns, brands created messages for a specific channel: There were TV ads, print inserts, radio spots and so on. But today – as phones are now computers and computers are now TVs – messages are no longer confined to one channel.

With an omnichannel, content-centric approach, a brand's message is built to react and evolve with the unique ways it can be viewed, heard or shared by the consumer. At the center of this approach is content – unique, shareable content that will maintain a consumer's attention regardless of the medium.

Not all content is created equal. At Bozell, we utilize a proprietary 360 Listening tool that takes the guesswork out of the content your audience is seeking. 360 Listening combines search

listening, social listening and news listening to provide a well-rounded view of what people are saying about your brand, your competitors and your industry. The result is relevant, engaging, searchable content that acts as jet fuel for your paid, owned, shared and earned media engines.

MARKETING APPROACH

Some things are easy to understand. For example, it's easy to understand how taking a shorter shower can help lower your utility bill. It's not hard to understand how walking to work every day can keep you from spending money on car repairs.

But some big problems aren't so easy. You can't stop global warming by just walking to work, and you can't save the world's water supply just by taking a shorter shower. But for brands like the Nebraska Corn Board, it's necessary to show how simple steps can help solve big problems.

By highlighting the small ways that a consumer can make a big difference, the Nebraska Corn Board can start a movement toward highlighting the importance of corn in our state. We recommend the following three-pronged approach:

1) Drive Recognition and Awareness: Create a visual icon that is instantly recognizable and place it on all products that feature Nebraska corn. Pay special attention to those products that may be surprising to people who may not know that corn is a key ingredient. Ensure that this icon is easy to see and interpret, like the ethanol icon found at thousands of gas pumps today.

2) Boost Engagement and Understanding: Create relevant content and distribute it across multiple channels by utilizing learnings from our 360 Listening tool. Build on the awareness driven by the product icons and use the content to tell a deeper story about the farmers and Nebraskans behind corn production. Reach out to both the consumer's heart and head by merging facts with emotional stories. Ultimately build a small "army" of advocates who believe in corn and the benefit of buying products that support Nebraska corn farmers.

3) Spur Action: Activate the group of advocates who believe in the power of locally grown Nebraska corn and drive them to make changes in the way they purchase products today. Develop a simple mechanism that eases the connection between buying corn-based products and helping Nebraska corn farmers. Measure conversion rates and optimize our message and media toward those tactics that are most effective.

COMMUNICATION PLAN

As with every part of our lives, the pandemic has changed the way we communicate. Prior to the pandemic, an approach toward supporting the Nebraska farmer could be met with enthusiasm. But today, with commodity inflation rising and many people dealing with an uncertain economic and wellness outlook, the reasons for supporting local corn farmers have changed. There are more headwinds pushing against us as people deal with the negative ramifications of inflation and job loss.

However, there are also significant opportunities. Due to the suffering by many local shops and restaurants, the “buy local” movement has been reinvigorated and many Nebraskans may feel an even stronger pull to find new and innovative ways to support their fellow Nebraskans.

To harness this positive energy, we recommend utilizing 360 Listening to identify certain areas of interest and creating 5 to 7 content pillars that allow us to share unique, targeted messages toward each consumer. Not all messages will work with every person, but by creating multiple angles and optimizing accordingly, we can reach those consumers with the right message in the right place at the right time. The ultimate goal? Generating more conversion that increases appreciation and demand for corn-based products here in Nebraska.

With these content pillars in hand, we recommend utilizing Bozell’s unique “push and pull” marketing approach to place the consumer at the center of our content and communication plan. With the consumer in the middle of our efforts, we will push and pull the consumer toward media channels that help drive the consumer toward awareness, engagement and, ultimately, conversion.



Owned Media

Channels that are fully controlled by the Nebraska Corn Board are ideal for further engaging with consumers who have visited you to learn more. Examples include:

- **Website, mobile app and social media channels** that can serve as platforms for Nebraskans interested in learning more about how to support their local farmers.
- **CornsTalk and other branded content** that can tell the stories of your producers and our corn-based products.
- **Trade shows and business partnerships** that allow us to tell your story to the corporate and business community.
- **Educational programs and university partnerships** with local institutions that can spur the next generation of Nebraska-based farmers and citizens who understand the importance of supporting our state's agricultural resources.

Paid Media

Channels where the Nebraska Corn Board purchases a message are ideal for reaching consumers who may not know about you or not know the importance of your message. Examples include:

- **Engaging video** units that can be seen while a consumer is at home – like Connected TV spots on the living room big screen – or while they are on the go – like video billboards or community drive-in movie sponsorships.
- **Radio and podcast** messages that generate a frequent message as Nebraskans jog with their headphones, dance to the kitchen smart speaker or tune in on the drive to work.
- **Native content** that can reach Nebraskans who only get their news through social media and/or still read the morning paper.

Earned and Shared Media

Channels where the Nebraska Corn Board earns publicity through its words and actions are ideal for reinforcing both the emotional and educational topics that the news and social media world find worthwhile to discuss. Examples include:

- **Partnering with local TV, print and radio reporters** who cover stories about Nebraskans and Nebraska-based issues.
- **Working with local influencers** who can help their social followers understand how they can support Nebraska farmers and Nebraska corn products.

As we stated in our vision, our mission will be to empower Nebraskans to see the same products they shop for regularly in a new light. Our paid, owned and earned media are designed to do just that. Every channel – whether it's the website, a mobile app, a Connected TV spot or an

educational partnership with a local university – is designed to highlight our corn-based products so that we can support our farmers, our people and our state. We can do more than just say we’re supporting our farmers. We can use our marketing power to provide our fellow Nebraskans with the tools to take action.

C. TECHNICAL CONSIDERATIONS

The Attachment A Technical Requirements form can be found in Appendix D.

D. DETAILED PROJECT WORKPLAN

PROJECT PLANNING AND MANAGEMENT		TIMING
Contract Finalized		June 2021
Client Onboarding	Identify key stakeholders and contacts Define team responsibilities Approve processes and preferred communication modes Determine milestone dates Schedule status meetings	July 2021
Discovery/Insight Session	Review current marketing plans, promotional details, consumer campaigns, media plans, goals and objectives Align on priorities, expectations, budget guidelines, reporting needs, KPIs and timing	July 2021
Planning Calendar	Detailed outline of deliverables	July 2021
Quarterly Reports	Bozell and NCB to review completed work, outline optimizations and plan for future needs	Sept 2021 Dec 2021 Mar 2022 June 2022

E. DELIVERABLES AND DUE DATES

Bozell is more than confident that we will be able to execute the Nebraska Corn Board’s deliverables based on the schedules indicated in the Scope of Work. As a sample, we have included a possible timeline for the execution of CornsTalk below.

SAMPLE PROJECT TIMELINE: CORNSTALK	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16	Wk 17	Wk 18	Wk 19	Wk 20	Wk 21	Wk 22	
Client input on goals and objectives	█																						
Develop recommended approach		█	█	█																			
Present recommendations for content and execution					█																		
Client input						█																	
Revisions to plan						█																	
Client approval						█																	
Scope of work delivered						█																	
Client review/approval						█																	
Confirm timeline and resources for first edition						█																	
Develop theme, content and schedule recommendations							█	█	█														
Present theme, content and schedule recommendations									█														
Copywriting										█	█												
Client input/approval												█											
Copy revision													█										
Client input/approval														█									
Copy revision															█								
First design concept																█	█	█					
Client input/approval																			█				
Design revisions																				█	█		
Client input/approval																						█	
Production files delivered to printer																							█



Appendix A: Bidder Contact and Contractual Service Forms

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6528 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 contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Bozell
Contractor Address:	2215 Harney St., Omaha, NE 68102
Contact Person & Title:	Jackie Miller, CMO
E-mail Address:	jmillier@bozell.com
Telephone Number (Office):	402.965.4391
Telephone Number (Cellular):	402.301.1647
Fax Number:	402.965.4399

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	Bozell
Contractor Address:	2215 Harney St. Omaha, NE 68102
Contact Person & Title:	Jackie Miller, CMO
E-mail Address:	jmillier@bozell.com
Telephone Number (Office):	402.965.4391
Telephone Number (Cellular):	402.301.1647
Fax Number:	402.965.4399

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

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

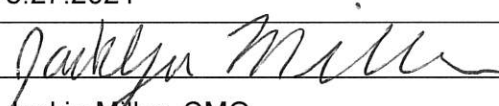
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

_____ 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 OR BY DOCUSIGN

FIRM:	Bozell
COMPLETE ADDRESS:	2215 Harney St., Omaha, NE 68102
TELEPHONE NUMBER:	402.965.4391
FAX NUMBER:	402.965.4399
DATE:	5.27.2021
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Jackie Miller, CMO



Appendix B: Sections II, III & IV

II. TERMS AND CONDITIONS

Contractors 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:
<i>SM</i>			


1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal and Addenda,
 - b. Amendments to the Request for Proposal,
 - c. Questions and Answers,
 - d. Bidder's proposal (Request for Proposal and properly submitted documents),
 - e. The executed Contract and Addendum One to Contract, if applicable; and,
 - f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

2. 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:
 - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
 - b. Addendum One to the executed Contract,
 - c. The executed Contract and any additional attached Addenda,
 - d. Amendments to Request for Proposal and any Questions and Answers,
 - e. The original Request for Proposal document and any Addenda, and
 - f. 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:
			

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

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

C. NOTICE (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.

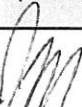
E. BEGINNING OF WORK

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. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JM</i>			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or RFP specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JM</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.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JM</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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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.

L. SEVERABILITY

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

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.

M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>jm</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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>jm</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.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JM</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.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JM</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.

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JM</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.

S. EARLY TERMINATION

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

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.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			In reference on 1 & 2, the deliverables will be released upon payment.

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)


If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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: https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html
2. The completed United States Attestation Form should be submitted with the RFP response.
3. 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.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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


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


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:
			

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.

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one 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 year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	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	
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	\$5,000,000
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."	

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 by email:

State of Nebraska
 Nebraska State Purchasing Bureau
 RFP 6528 Z1
 Attn: Dianna Gilliland
 1526 K Street, Suite 130
 Lincoln, NE 68502
 Email: dianna.gilliland@nebraska.gov


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. NOTICE OF POTENTIAL CONTRACTOR BREACH

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


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 and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

I. 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.

J. CONFLICT OF INTEREST


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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.


If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. STATE PROPERTY

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


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.

L. SITE RULES AND REGULATIONS

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

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

M. ADVERTISING


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

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 goods or 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.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

O. DISASTER RECOVERY/BACK UP PLAN

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

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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

P. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

Contractor certifies it maintains a drug free workplace 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.

Q. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this RFP. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. 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:
<i>mm</i>			

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, NE 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:
<i>mm</i>			

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

E. PAYMENT (Statutory)

Accept (Initial)	NOTES/COMMENTS:
<i>mm</i>	

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and 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 (Statutory)

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)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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.

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

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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



Appendix C: Women-owned Business Certification



WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Bozell & Jacobs LLC DBA Bozell

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: July 31, 2013

Expiration Date: July 31, 2022

WBENC National Certification Number: 2005122819

Authorized by Emilia DiMenco, President & CEO Women's Business Development Center - Midwest



NAICS: 541810, 541430, 541613, 541820, 541830, 541860

UNSPSC: 60105409, 80141501, 80141505, 80141627, 80170000, 82100000, 82101500, 82101501, 82101502, 82101503, 82101504, 82101505, 82101506, 82101900





**Appendix D:
Attachment A Technical Requirements Form**

Attachment A

Technical Requirements

Request for Proposal Number 6528 Z1

Bidder Name: Bozell

For the following six 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	<p>Strategy Development: The greatest need is to identify a communication/marketing Bidder with an innovative, unique and compelling strategy to reach consumers with positive agricultural messages related to Nebraska’s corn and related industries. Bidder must be skilled with a variety of media production techniques and implementation strategies. Consistency and frequency of messaging are integral in building and maintaining NCB brand and awareness. Describe experience.</p>
	<p>Bidder Response:</p> <p>Bozell was founded 100 years ago by two Omahans with the mission of educating the public about the benefit of public utilities. Those deep Nebraska roots and a commitment to working for the public good are two of the agencies’ guiding principles to this day.</p> <p>Though the principles are the same, the methods are not. Bozell utilizes every research and technical means to gather insights about your audience. We also leverage one very low-tech thing – two actually – our ears. By staying close to the customer, we can pair the wisdom that we hear with the data gathered to create stronger connections between the farmers working the land and the consumers who support them. By starting with an understood consumer, we can create simple solutions that fit their lives and remove the barriers that stop them from creating action. We’ve successfully employed these same methods in the service of other Nebraska greats like Omaha’s Henry Doorly Zoo & Aquarium, FNBO, Berkshire Hathaway Homestate Companies, and more.</p> <p>Upon awarding the contract, NCB will be assigned a dedicated account and creative team. This team provides strategic thinking, industry experience and knowledge, media know-how, creative talent, production supervision, and overall project management expertise. The overarching goal of our team is to work in unison with your internal team as an extension that understands your business goals and challenges.</p>
	<p>Print Media: Must be skilled at content generation, writing and being able to disseminate complex agricultural terminology/practices to the general public. In addition, must have extensive experience in graphic design and print media layout. Content may be used for newsletters, magazines, newspapers, postcards, direct mailers, etc. Describe experience.</p>

2	<p>Bidder Response:</p> <p>Understanding that every tactic offers a unique opportunity to connect with the customer, Bozell's diverse team of creators starts from a shared understanding of the industry, communication strategy, audience and goals. This group comprises creative directors, writers, long-form content creators, art directors and designers with decades of combined experience working in all forms of print media.</p> <p>In working with FNBO for more than 65 years, we have created print media including, but not limited to, newspaper and magazine ads, direct mail, native articles, brochures, in-branch support materials, posters and media kits.</p> <p>Additionally, our team recently worked with a large financial organization to shine a spotlight on dozens of rural and Midwestern business owners by interviewing them, writing stories, shooting videos and then syndicating the native advertorial content in newspapers, video and on our client's website.</p>
3	<p>Broadcast Media:</p> <p>Must have extensive experience with storytelling through audio and video tools. Audio and video productions must be professionally produced and targeted toward consumer audiences. Must understand traditional broadcast delivery channels, like television and radio, to help in media distribution and media buys. Additionally, must have extensive knowledge of internet platforms in releasing audio and video content. Describe experience.</p>

	<p>Bidder Response:</p> <p>Any opportunity to "show" through motion or audio provides an opportunity to deepen the connection with your audience. Our team has an extensive background in creating all forms of broadcast media. Examples include simple in-house produced social animations and videos designed to elicit a smile and a click, and national broadcast television ad campaigns that change your understanding of saving for college tuition.</p> <p>In addition to creating the stories for broadcast production, our team understands the many moving parts of the complex world of video, animation and radio production. Our team can manage these projects from start to finish, including negotiations with production partners (if necessary), vetting talent, licensing music, scouting locations and overseeing the entire project. Our skilled team of creatives has led hundreds of video, animation and radio productions to the delight of our clients. Whether we are producing a video utilizing our internal team or working with an approved third-party vendor, we will oversee and manage all aspects of the project to ensure value is delivered and production goals are met.</p> <p>And while big productions are fun and exciting, they can come at a price. Our team works to understand the value of the materials we're tasked to create and scale appropriately. Our goal is to ensure we're stewards of our production budgets and think strategically about how to leverage our creative assets in multiple ways for an economy of scale.</p>
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4	<p>Outdoor or Out of Home (OOH): OOH media can serve as an important supplement to an overall consumer strategy. Bidder must have experience developing large compelling designs that may be used on billboards, busses, trucks, etc. These designs must be compelling and share messages that is memorable. Describe experience.</p> <p>Bidder Response:</p> <p>Many of our clients leverage out-of-home media to support their communication goals. And our team enjoys the unique challenges this media provides. To ensure success, we strive to say more with less and understand, when developing creative, how consumers might experience the media.</p> <p>In the case of College of Saint Mary, we created bold messaging to reinforce both the brand's strength and the women who attend the school. We even placed boards in the hometowns of the women we featured as a way to drive a deep community connection and outreach. This, along with other supporting tactics, served as a preamble to their trailblazing announcement that the school was lowering tuition. In this example, outdoor and additional brand awareness support shored up the brand to ensure their exciting plans would not be perceived as anything other than positive actions.</p> <p>We also look at out-of-home as an opportunity to think outside the billboard. For example, when the NCAA Men's College World Series moved to their new downtown stadium, many fans began to feel disconnected from the shiny new venue.</p> <p>The solution was to build a sandlot – an authentic, old-school sandlot. And make it free and open to the public for several days leading up to the Series.</p> <p>Placed on an empty dirt lot, the contractor built an outfield fence, dugouts, bleachers and chalk scoreboard. Bases, Wiffle balls and Wiffle bats were provided at all times for the general public. And the outfield fence was tagged with the hashtag #cwssandlot and a unique URL where people could purchase tickets for the Series.</p> <p>For three years in a row, the sandlot was constructed in high-traffic locations throughout Omaha – all with the intent to generate excitement about the CWS and to say "thank you" to the locals who have supported CWS over the years. We kicked it off with kids from the Boys and Girls Clubs, encouraged businesses near the sandlot to come down and play during the day, and invited families to play a pick-up game with complete strangers. It was open play for anyone who showed up.</p>
	<p>Digital Media: To reach modern consumers, digital tools may often be used. Bidder must have a vast knowledge of marketing through social media tools, like Facebook, Twitter, Instagram, etc. Additionally, there may be instances where native advertising or over the top (OTT) advertising is used to target specific demographics. Website design and management are also required technical skills. Describe experience and marketing strategies.</p>

5	<p>Bidder Response:</p> <p>Bozell has vast experience in all facets of digital media – from foundational digital tools like social, search, website and display to more engaging tactics like online video and native content.</p> <p>At the foundation of everything we do is the consumer. We follow best practices to help identify pain points, clarify your capabilities and tell your story in a way that engages with your audience. At the core of our digital media offering is flexibility. Whether you're starting from scratch or refreshing an existing website, social page or connected video, we can provide a solution that offers scalability for your organization.</p> <p>To reach the consumer, research and planning is imperative. We work with you to clarify and uncover your business goals and objectives. Then we research your audience using our Smartargeting® approach and review your site analytics, social pages, blog content and other tactical channels to fully audit your digital content. Our creative directors, media buyers, content creators, social strategists and others work collaboratively to ensure that we're presenting a digital solution that is right for your brand.</p> <p>Digital media is only as effective as its optimization capabilities. We use best practices from our experience with search engines, social media targeting and website development to ensure you have the right capabilities for a digital solution that lasts.</p> <p>From a social media standpoint, success involves so much more than simply having a Facebook account or a Twitter handle. Social media can be an efficient, cost-effective way to build brand awareness, engagement, community development, loyalty and reputation – which ultimately help your bottom line and increase customer retention. But it only works if you're using it effectively. And that's where we can help.</p>
6	<p>Media Placement: In order to ensure a compelling creative campaign is seen by intended audiences, Bidder must have a great deal of experience working with various media entities to secure advertising/marketing space. This may be through print, digital, broadcast, etc. Describe experience.</p> <p>Bidder Response:</p> <p>Bozell is one of the largest, most influential media buying firms in the state of Nebraska. We have decades of experience purchasing media at the local, regional and national level for dozens of clients. As part of our 65-plus-year relationship with First National Bank of Omaha (FNBO), we have planned, purchased, trafficked, optimized and reported upon advertising campaigns that have stretched across the state of Nebraska, as well as a seven-state region that stretches from Denver to Chicago and Dallas to Sioux Falls.</p> <p>Our role in media buying is, at its core, to help you meet or exceed your business objectives. Our campaigns have driven foot traffic into branches, boosted awareness, expanded brand recall, hiked online sales and generated social engagement. We have the connections and expertise to make your business objectives a reality.</p>

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Our media buying process relies on four core pieces:

- **Identify:** We start everything by looking at your business goals and your target audience. We utilize a combination of proprietary insight systems and industry-specific tools to identify exactly how to reach your ideal target.
- **Strategize:** We create a smart, sound media plan that is based on ensuring your content is placed in front of the right target, in the right place and at the right time.
- **Negotiate and Purchase:** We utilize our knowledge, experience and connections to generate the most reach and/or frequency for the lowest amount possible. Given our heavyweight media connections in the state, we are able to leverage the financial power of our entire client roster to generate the most advantageous rates for you.
- **Optimize and Report:** Our work only accelerates after the buy has been placed. We constantly optimize our campaigns and stay in constant contact with our media partners to ensure that your ad spend is working as hard as possible. And we provide consistent, transparent media reporting that includes our recommendations on how to adjust the spend to further increase your media's effectiveness.

We provide two core ways to structure our media placement work: 1) strategic planning and 2) a media expenditure authorization.

Strategic planning is introductory work to assist our clients as they determine how to market a particular message, brand, product or service. Bozell creates strategic plans to determine one or more of the following:

- Target – demographic, psychographic and geographic details.
- Channels – paid, earned and owned.
- Budget – amount designated to each target or channel.
- Timing – recommended launch and tentpole dates.
- Tentpoles – recommended dates and events to build around.

In most cases, Bozell's work results in a strategic plan (also referred to as a go-to-market plan) that Bozell presents via PowerPoint in an in-person or video-conference format. Once the presentation is complete, clients typically provide written feedback that Bozell will then utilize to make updates and optimizations until the client is satisfied.

Bozell provides strategic planning work at a **\$125** hourly rate. This is a blended rate and remains the same regardless of which Bozell employee is working on the plan. All strategic plans will be led, reviewed and approved by Bozell leadership, including the creative director, account director and director of strategic communication.

In cases where paid media is included as part of the strategic plan, Bozell will provide a media expenditure authorization (MEA) to the Nebraska Corn Board for signature. The MEA authorizes Bozell to enter the paid media marketplace on our client's behalf to investigate and negotiate paid media rates and tactics. By signing, our client confirms that it is committed to that paid media budget and Bozell is approved to enter the market and begin negotiations.

6

Paid media work done after the MEA is signed can be billed at our \$125/hr rate, as indicated in our cost proposal. However, we typically recommend a commission model for media as it will typically be a lower cost than paying by the hour. It helps budgets spin up and down in real time as media dollars shift versus unpredictability of the by-the-hour model. This is simply a point of consideration. No matter how we bill, Bozell's media efforts cover the following work:

- Creation of the Tactical Plan
- Negotiation with the Marketplace
- Buying Media
- Trafficking Media
- Reporting and Optimizing Media

Once the MEA has been signed, Bozell will create a tactical plan based upon the agency's investigations, conversations and negotiations with the marketplace. The tactical plan includes the following components:

- Partners, including recommended spend and example media tactics.
- Media specs and assets needed in addition to ad spend.
- Reporting plan and optimization cadence.
- Flowchart and trafficking timeline.

Bozell will present the tactical plan (in a Microsoft PowerPoint format) to the client, either in-person or via video conference. Client will then provide feedback that Bozell will incorporate before finalizing the plan.

Once the Nebraska Corn Board has provided written tactical plan approval, Bozell will begin the media buying process. As part of the media buying process, Bozell commits to the following:

- Leveraging marketplace relationships and agency spending power to secure the lowest possible media rates.
- Signing all media contracts on behalf of the client and paying all invoices within a set number of days.
- Ensuring the client is aware of relevant opportunities and educating them on the different media partners available in the marketplace.

Once the media buy is secured, Bozell will lead all media trafficking. This includes the following:

- Providing media specs to guide the creative production.
- Delivering finished creative assets to the media vendor.
- Ensuring all media placements launch in the correct place and at the right time.

Bozell will work with vendors to confirm media is live. Bozell will send a confirmation message to the client within five business days after a campaign launches, with screenshots and visual examples of the media campaign.

	<p>Evaluation: To ensure farmers' checkoff dollars are invested in advertising and marketing most efficiently, Bidder must have the capability to report on all metrics and analytics to ensure campaigns are delivering effectively and economically. Describe experience.</p>
7	<p>Bidder Response:</p> <p>At Bozell, success is based on ROI. As your partner, we want our marketing to help you hit actual business goals. This is why we always start our client partnerships with a discovery process to establish these goals up front. Whether it's increased awareness, social media engagement, foot traffic or sales of a particular category of product, we focus our marketing efforts on driving real business results.</p> <p>For each initiative, Bozell will set up either first-, second- or third-party reporting. Regardless of reporting type, Bozell will report during and after the campaign within a specific cadence. Here is an example that we use with one of our core media buying clients:</p> <ul style="list-style-type: none"> • Initial Launch Report: Confirmation that assets are live with visual examples. <ul style="list-style-type: none"> – Five days post launch. – Shared in PowerPoint via Basecamp. • In-campaign Reports: Data analysis with summary of highlights. <ul style="list-style-type: none"> – Campaigns under 10 weeks = every two weeks. – Campaigns longer than 10 weeks = every month. – Shared in Basecamp (TBD format) and reviewed over 30-minute call. • Post-buy Report: Summary of performance and delivery with exec-level highlights. <ul style="list-style-type: none"> – Campaigns under 10 weeks = two weeks after campaign completion. – Campaigns over 10 weeks = four weeks after campaign completion. <p>Our reporting is clear with easy-to-understand visuals. We know that if you can't comprehend a report there is no point in having the report. We can also customize our reporting based on your needs. These regular check-ins provide an opportunity to review performance and optimize against our established KPIs.</p> <p>Additionally, we consistently provide insights to clients including, but not limited to, industry trends, benchmarks, media consumption and device usage, as well as recommendations on best practices and how to benefit from these trends.</p>



Appendix E: Cost Proposal Form

Cost Proposal Request for Proposal Number 6528 Z1

Bidder Name: Bozell

Due to the dynamic nature of this RFP and the resulting contract, the percentage of time spent on the items delineated in Section V.E. Scope of Work, 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 and shall be included in the proposed fixed prices.

Provide a fixed cost-per-hour rate for each of the six requirements as indicated. **Hourly Rates must not be expressed as a range.** If there are multiple rates associated with a requirement, then identify each rate separately. For evaluation purposes, the hourly rates will be averaged.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

A completed Cost Proposal must be submitted with the proposal response.

Requirements		Fixed Hourly Rates				
		Initial Period Year One	Optional Renewal One	Optional Renewal Two	Optional Renewal Three	Optional Renewal Four
1	Strategy Development	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
2	Print Media	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
3	Broadcast Media	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
4	Outdoor or Out of Home	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
5	Digital Media:	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
6	Media Placement	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
7	Evaluation	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
8	Project Planning and Management	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125

For public information purposes only; not part of contract.

**Request for Proposal Number 6528 Z1
Proposal Opening: June 1, 2021**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Bozell

1. File 2 – Financial Statements



Attachment A Technical Requirements Form

Attachment A

Technical Requirements

Request for Proposal Number 6528 Z1

Bidder Name: Bozell

For the following six 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	<p>Strategy Development: The greatest need is to identify a communication/marketing Bidder with an innovative, unique and compelling strategy to reach consumers with positive agricultural messages related to Nebraska’s corn and related industries. Bidder must be skilled with a variety of media production techniques and implementation strategies. Consistency and frequency of messaging are integral in building and maintaining NCB brand and awareness. Describe experience.</p>
	<p>Bidder Response:</p> <p>Bozell was founded 100 years ago by two Omahans with the mission of educating the public about the benefit of public utilities. Those deep Nebraska roots and a commitment to working for the public good are two of the agencies’ guiding principles to this day.</p> <p>Though the principles are the same, the methods are not. Bozell utilizes every research and technical means to gather insights about your audience. We also leverage one very low-tech thing – two actually – our ears. By staying close to the customer, we can pair the wisdom that we hear with the data gathered to create stronger connections between the farmers working the land and the consumers who support them. By starting with an understood consumer, we can create simple solutions that fit their lives and remove the barriers that stop them from creating action. We’ve successfully employed these same methods in the service of other Nebraska greats like Omaha’s Henry Doorly Zoo & Aquarium, FNBO, Berkshire Hathaway Homestate Companies, and more.</p> <p>Upon awarding the contract, NCB will be assigned a dedicated account and creative team. This team provides strategic thinking, industry experience and knowledge, media know-how, creative talent, production supervision, and overall project management expertise. The overarching goal of our team is to work in unison with your internal team as an extension that understands your business goals and challenges.</p>
	<p>Print Media: Must be skilled at content generation, writing and being able to disseminate complex agricultural terminology/practices to the general public. In addition, must have extensive experience in graphic design and print media layout. Content may be used for newsletters, magazines, newspapers, postcards, direct mailers, etc. Describe experience.</p>

2	<p>Bidder Response:</p> <p>Understanding that every tactic offers a unique opportunity to connect with the customer, Bozell's diverse team of creators starts from a shared understanding of the industry, communication strategy, audience and goals. This group comprises creative directors, writers, long-form content creators, art directors and designers with decades of combined experience working in all forms of print media.</p> <p>In working with FNBO for more than 65 years, we have created print media including, but not limited to, newspaper and magazine ads, direct mail, native articles, brochures, in-branch support materials, posters and media kits.</p> <p>Additionally, our team recently worked with a large financial organization to shine a spotlight on dozens of rural and Midwestern business owners by interviewing them, writing stories, shooting videos and then syndicating the native advertorial content in newspapers, video and on our client's website.</p>
3	<p>Broadcast Media:</p> <p>Must have extensive experience with storytelling through audio and video tools. Audio and video productions must be professionally produced and targeted toward consumer audiences. Must understand traditional broadcast delivery channels, like television and radio, to help in media distribution and media buys. Additionally, must have extensive knowledge of internet platforms in releasing audio and video content. Describe experience.</p>

	<p>Bidder Response:</p> <p>Any opportunity to "show" through motion or audio provides an opportunity to deepen the connection with your audience. Our team has an extensive background in creating all forms of broadcast media. Examples include simple in-house produced social animations and videos designed to elicit a smile and a click, and national broadcast television ad campaigns that change your understanding of saving for college tuition.</p> <p>In addition to creating the stories for broadcast production, our team understands the many moving parts of the complex world of video, animation and radio production. Our team can manage these projects from start to finish, including negotiations with production partners (if necessary), vetting talent, licensing music, scouting locations and overseeing the entire project. Our skilled team of creatives has led hundreds of video, animation and radio productions to the delight of our clients. Whether we are producing a video utilizing our internal team or working with an approved third-party vendor, we will oversee and manage all aspects of the project to ensure value is delivered and production goals are met.</p> <p>And while big productions are fun and exciting, they can come at a price. Our team works to understand the value of the materials we're tasked to create and scale appropriately. Our goal is to ensure we're stewards of our production budgets and think strategically about how to leverage our creative assets in multiple ways for an economy of scale.</p>
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4	<p>Outdoor or Out of Home (OOH): OOH media can serve as an important supplement to an overall consumer strategy. Bidder must have experience developing large compelling designs that may be used on billboards, busses, trucks, etc. These designs must be compelling and share messages that is memorable. Describe experience.</p> <p>Bidder Response:</p> <p>Many of our clients leverage out-of-home media to support their communication goals. And our team enjoys the unique challenges this media provides. To ensure success, we strive to say more with less and understand, when developing creative, how consumers might experience the media.</p> <p>In the case of College of Saint Mary, we created bold messaging to reinforce both the brand's strength and the women who attend the school. We even placed boards in the hometowns of the women we featured as a way to drive a deep community connection and outreach. This, along with other supporting tactics, served as a preamble to their trailblazing announcement that the school was lowering tuition. In this example, outdoor and additional brand awareness support shored up the brand to ensure their exciting plans would not be perceived as anything other than positive actions.</p> <p>We also look at out-of-home as an opportunity to think outside the billboard. For example, when the NCAA Men's College World Series moved to their new downtown stadium, many fans began to feel disconnected from the shiny new venue.</p> <p>The solution was to build a sandlot – an authentic, old-school sandlot. And make it free and open to the public for several days leading up to the Series.</p> <p>Placed on an empty dirt lot, the contractor built an outfield fence, dugouts, bleachers and chalk scoreboard. Bases, Wiffle balls and Wiffle bats were provided at all times for the general public. And the outfield fence was tagged with the hashtag #cwssandlot and a unique URL where people could purchase tickets for the Series.</p> <p>For three years in a row, the sandlot was constructed in high-traffic locations throughout Omaha – all with the intent to generate excitement about the CWS and to say "thank you" to the locals who have supported CWS over the years. We kicked it off with kids from the Boys and Girls Clubs, encouraged businesses near the sandlot to come down and play during the day, and invited families to play a pick-up game with complete strangers. It was open play for anyone who showed up.</p>
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Cost Proposal Form

Cost Proposal Request for Proposal Number 6528 Z1

Bidder Name: Bozell

Due to the dynamic nature of this RFP and the resulting contract, the percentage of time spent on the items delineated in Section V.E. Scope of Work, 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 and shall be included in the proposed fixed prices.

Provide a fixed cost-per-hour rate for each of the six requirements as indicated. **Hourly Rates must not be expressed as a range.** If there are multiple rates associated with a requirement, then identify each rate separately. For evaluation purposes, the hourly rates will be averaged.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

A completed Cost Proposal must be submitted with the proposal response.

Requirements		Fixed Hourly Rates				
		Initial Period Year One	Optional Renewal One	Optional Renewal Two	Optional Renewal Three	Optional Renewal Four
1	Strategy Development	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
2	Print Media	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
3	Broadcast Media	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
4	Outdoor or Out of Home	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
5	Digital Media:	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
6	Media Placement	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
7	Evaluation	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
8	Project Planning and Management	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125